

***TOWN COUNCIL***

***MEETING***

***PACKET***

**November 18, 2019**



## Town Council

**Agenda**  
**Monday, November 18, 2019**  
**Town Hall, Council Chambers**  
**450 So. Parish Avenue**  
**7:00 PM**



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

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*Members of the audience are invited to speak at the Council meeting. Public Comment (item No. 5) is reserved for citizen comments on items not contained on the printed agenda. Citizen comments are limited to three (3) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position. If you wish to speak at the Town Council meeting, please fill out a sign-up sheet and present it to the Town Clerk.*

**1) CALL TO ORDER**

A) Pledge of Allegiance

**2) ROLL CALL**

**3) AGENDA APPROVAL**

**4) PROCLAMATIONS AND PRESENTATIONS**

Proclamation – National Adoption Day

Weld County Commissioner Scott James – Weld County 2020 Proposed Budget

**5) PUBLIC COMMENT (three-minute limit per speaker)**

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

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**6) CONSENT AGENDA**

A) Town Council Meeting Minutes – November 4, 2019

B) October Financial Statements

C) Amendment to Subdivision Development and Improvement Agreement – Johnstown Village LLC

D) Order Granting Beer and Wine Liquor License to Best Pizza, LLC d/b/a MOD Pizza

E) Order Granting Beer and Wine Liquor License to LUX Nailbar Inc.

**7) TOWN MANAGER REPORT**

**8) TOWN ATTORNEY REPORT**

**9) OLD BUSINESS**

**10) NEW BUSINESS**

A. Consider Resolution 2019-23, A Resolution Supporting the Application for an Energy Impact Grant from the Department of Local Affairs

B. **Public Hearing** – First Reading – Ordinance Number 2019-165, An Ordinance Amending Chapter 18 of the Johnstown Municipal Code to Adopt the 2018 Building Codes

C. **Public Hearing** – First Reading – Ordinance Number 2019-166, An Ordinance Amending Section 13-27 of the Johnstown Municipal Code concerning Sewer Tap Fees for Multi-Family Residential Dwelling Units.

D. **Public Hearing** – Presentation of the 2020 Budget

E. **Public Hearing** – Johnstown Farms Filing No. 3 Final Plat and Final PUD Development Plan

F. Consideration for the Subdivision Development and Improvement Agreement (DA) and the Water and Sewer Service Agreement for Johnstown Farms III

G. Water Transfer Agreement – Maplewood Acres

H. Central Wastewater Treatment Plant Aeration Project Electrical Bid

I. Consider Resolution 2019-24, A Resolution Certifying Various Liens to the Weld and Larimer County Treasurer’s Office

11) EXECUTIVE SESSION

12) COUNCIL REPORTS AND COMMENTS

13) MAYOR'S COMMENTS

14) ADJOURN

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### **Work Session**

- A. Nick Wharton, Town of Severance Administrator, Broadband Presentation
- B. BHA Design Inc. – I-25 and Hwy 60 Aesthetic Improvements



#### **NOTICE OF ACCOMODATION**

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

**AGENDA ITEM 4**

**National Adoption Day  
2019 Proclamation**



## National Adoption Day 2019 Proclamation

WHEREAS, the Town of Johnstown, Colorado recognizes the importance of giving children and youth, who have suffered the impact of abuse and neglect, permanent, safe and loving families through adoption; and

WHEREAS, more than 123,000 children in the United States foster care system are waiting to be adopted; and

WHEREAS, more than 40 children in Weld County are awaiting adoption through legal permanency; and

WHEREAS, to find forever families for these children, the local courts of Greeley, Colorado will open their doors on November 22, 2019, to finalize the adoptions of local children and join other organizations to celebrate all adoptions; and

WHEREAS, this effort, along with similar celebrations in all 50 states will offer children the chance to live with stable and loving families and encourage other dedicated individuals to make a powerful difference in the lives of a child through foster care adoption;

NOW, THEREFORE, the Town of Johnstown, Colorado does hereby proclaim November 22, 2019, as WELD COUNTY ADOPTION DAY, and November 23, 2019 as NATIONAL ADOPTION DAY in this Town, and in so doing, urge all citizens to join in a national effort to raise awareness about the importance of child welfare foster care and adoption.

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Gary Lebsack  
Mayor of Johnstown, Colorado

## **AGENDA ITEM 6A-E**

### **CONSENT**

### **AGENDA**

- **Council Minutes – November 4, 2019**
  - **October Financial Statements**
- **Amendment to Subdivision Development and Improvement Agreement – Johnstown Village**
- **Order Granting Beer and Wine License to Best Pizza, LLC d/b/a MOD Pizza**
- **Order Granting Beer and Wine License to LUX Nailbar, Inc.**

## TOWN COUNCIL AGENDA COMMUNICATION

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**AGENDA DATE:** November 18, 2019

**ITEM NUMBER:** 6A-

**SUBJECT:** Consent Agenda

**ACTION PROPOSED:** Approve Consent Agenda

**PRESENTED BY:** Town Clerk, Town Manager and Finance Director

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

- A) Town Council Meeting Minutes – November 4, 2019
- B) October Financial Statements
- C) \*Johnstown Village, LLC – Amendment to Subdivision Development and Improvement Agreement
- D) \*\*Order Granting Beer and Wine Liquor License to Best Pizza, LLC d/b/a MOD Pizza
- E) \*\*\*Order Granting Beer and Wine Liquor License to LUX Nailbar Inc.

\*Johnstown Village was approved by Town Council on September 4, 2019. As part of the Subdivision Improvement Agreement (SIA), they were required to close on the property within 60 days of the final plat. They have failed to do so and are trying to close this Thursday, November 14, 2019. Accordingly, they are requesting an extension. The specific item related to this requirement is in section B-3 item 10 of the SIA, which states the following:

*This Agreement will be effective upon Developer's acquisition of fee title to the Property. If the Developer does not acquire fee title to the Property within sixty (60) days of approval of the Final Plat and provide notice to the Town, then this Agreement will terminate.*

The applicant is requesting an extension to 83 days which will be on November 26 and is detailed in the enclosed Letter Agreement. Approval of this item provides the applicant with what they need to achieve the objective to close on the property in compliance with updated terms.

\*\*On November 4, 2019, Town Council, acting as the local liquor licensing authority, approved a new beer and wine liquor license for Best Pizza, LLC d/b/a MOD Pizza for premises located at 4938 Thompson Parkway. Pursuant to C.R.S. Section 44-3-312, the decision of the local license authority should be in writing and state the reason for the decision. The proposed order accomplishes the statutory requirement.

\*\*\*On November 4, 2019, Town Council, acting as the local liquor licensing authority, approved a new beer and wine liquor license for LUX Nailbar, Inc. for premises located at 4924 Larimer Parkway. Pursuant to C.R.S. Section 44-3-312, the decision of the local license authority should be in writing and state the reason for the decision. The proposed order accomplishes the statutory requirement.

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

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**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** Approve Consent Agenda

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**SUGGESTED MOTION:**

**For Approval:** I move to approve the Consent Agenda.

**For Denial:**

# **Council Minutes**

The Town Council of the Town of Johnstown met on Monday, November 4, 2019 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Lebsack led the Pledge of Allegiance.

#### Roll Call:

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

Those absent were: Councilmember Berg

Also present: Avi Rocklin, Town Attorney, Matt LeCerf, Town Manager, Marco Carani, Public Works Director, Kim Meyers, Planning and Development Director and Brian Phillips, Police Chief.

#### Agenda Approval

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

#### Public Comments

Todd Williams, representing Thompson Ranch addressed council in reference to the request from Johnstown Plaza for water and sewer for their proposed apartments.

#### Consent Agenda

Councilmember Mellon made a motion seconded by Councilmember Young to approve the Consent Agenda with the following items included for approval:

- October 6, 2019 Council Meeting Minutes
- Payment of Bills
- Agreement to include Pulliam Water Rights in the Home Supply Water Court Change Case

Motion carried with a unanimous vote.

#### New Business

A. Public Hearing – Best Pizza LLC DBA MOD Pizza located at 4938 Thompson Parkway – This is a request for a new Beer and Wine License for Best Pizza, LLC DBA MOD Pizza.

Mayor Lebsack opened the public hearing at 7:15 p.m. and heard from the applicant. Having no public comments closed the hearing at 7:24 p.m.

Councilmember Molinar made a motion seconded by Councilmember Lemasters to approve the issuance of a new Beer and Wine License for Best Pizza, LLC. Motion carried with a unanimous vote.

B. Public Hearing – Lux Nailbar Inc. DBA Lux Nailbar located at 4924 Thompson Parkway.

Mayor Lebsack opened the public hearing at 7:25 p.m. and heard from the applicant. Having no public comments the closed the hearing at 7:31 p.m.

Councilmember Molinar made a motion seconded by Councilmember Mellon to approve issuance of a new Beer and Wine License for Lux Nailbar Inc. Motion carried with a unanimous vote.

C. Public Hearing – 2020 Proposed Budget –

Mayor Lebsack opened the public hearing at 7:32 p.m. and heard from staff. Having no public comments closed the hearing at 7:46 p.m.

D. Consideration of a Coordinated Planning Agreement Between the Town of Johnstown, Colorado and Weld County, Colorado –

This agreement is focused and designed to allow the Town to have local control on development within its 3 mile area (Growth Management Area- GMA) as adopted annually. Councilmember Lemasters made a motion seconded by Councilmember Molinar Jr. to approve the Coordinated Planning Agreement Between the Town of Johnstown, Colorado, and Weld County, Colorado as presented. Motion carried with a unanimous vote.

E. Consider Resolution 2019-22 Approving Amendments to the Johnstown Area Comprehensive Plan and the Three Mile Plan – Resolution 2019-22 affirms the findings and conclusions of the Planning and Zoning Commission and amends the Town of Johnstown Comprehensive Plan to expand the Town’s growth management area by approximately 81.5 acres and to modify the Land Use Framework Plan to designate approximately 402 acres as “Residential Mixed Use”. Councilmember Young made a motion seconded by Councilmember Lemasters to approve Resolution 2019-22, approving amendments to the Johnstown Area Comprehensive Plan and the Three Mile Plan. Motion carried with a unanimous vote.

F. Town of Johnstown Lone Tree Pump Station Improvements – This is a request to allow single source purchase for a portion of the Lone Tree Pump Station improvements. There are funds in the amount of \$366,700.00 in the 2019 Budget for improvements at the Lone Tree Pump Station. These improvements include the removal of all electrical from the underground vault and install an above ground electrical panel and to replace the (3) 75 horse-power pumps. The other part of the project consists of installing wiring to operate the SCADA equipment, plus integration with the Variable Frequency Drives for the pumps. Staff is recommending to purchase the same VFD’s that are currently at the water treatment plant. Keeping the same brand of VFD eliminates multiple manufacturers. In order to follow the town’s purchasing policy staff is requesting single source purchase for parts and equipment. Councilmember Mellon made a motion seconded by Councilmember Molinar Jr. to approve the single source purchasing for the improvements to the Lone Tree Pump Station in an amount not to exceed \$366,700. Motion carried with a unanimous vote.

G. Central Wastewater Treatment Plant Aeration Project – This is a request to purchase aerators for the Central Wastewater Treatment Plant. There are funds budgeted in the wastewater fund in the amount of \$464,000 to do the project. Staff solicited quotes from two vendors, DO2E \$191,032.00 and Aerator Solutions, Inc. \$175,000.00, and agreed the quote from DO2E Aerators in the amount of \$191,032.00 will better meet the needs of the project. The aerators will be purchased directly from the vendor saving the town 10-20% on the cost. Councilmember Lemasters made a motion seconded by Councilmember Mellon to approve the purchase of the DO2E aerators in the amount not to exceed \$191,032.00. Motion carried with a unanimous vote.

H. Discussion Only – General Direction needed for overnight camping on public right of ways and private property. Johnstown Police Department has responded to calls of people living in travel trailers in back yards of residences, using vehicles and campers as residences in truck stop parking lots and recently to camps being set up behind private businesses in the 2534 area. Currently there is not a municipal ordinance that addresses this type of issue. After some discussion with staff, council would like an ordinance drafted addressing this issue.

Executive Session – Councilmember Young made a motion seconded by Councilmember Mellon to enter into Executive Session at 8:17 p.m. to discuss with the Town Attorney financial matters involving the Glenn A. Jones M.D. Memorial Library pursuant to C.R.S. 24-6-402(4)(b). Motion carried with a unanimous vote.

The Council returned to Regular Session at 8:49 p.m.

There being no further business to come before Council the meeting adjourned at 8:58 p.m.

Mayor

Town Clerk

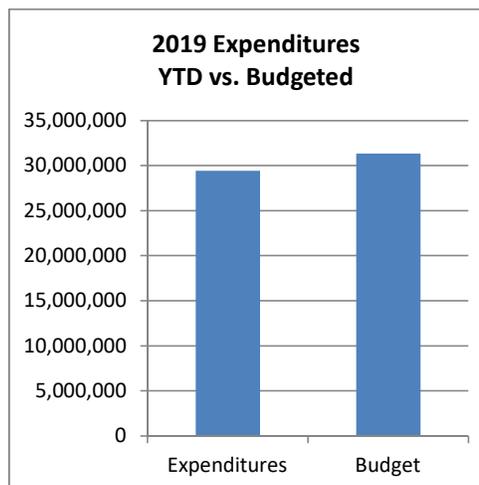
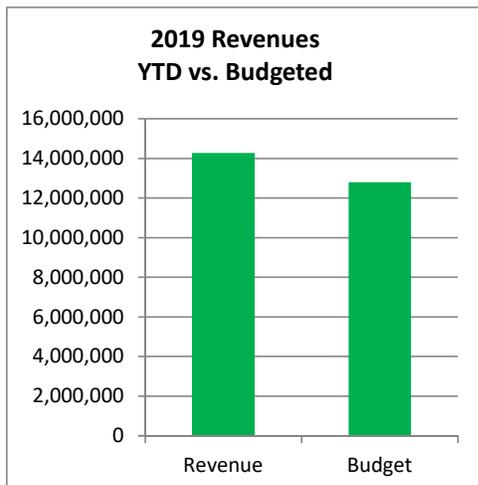
# **October Financial Statements**

Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - General Fund  
Period Ending October 31, 2019  
Unaudited

<b>General Fund</b>	2019 Actuals Jan - Aug	2019 Adopted Budget	%
			Complete
Beginning Fund Balance	47,000,521	47,000,521	
<b>Revenues:</b>			
Taxes & Fees	11,580,341	10,722,500	108.0%
Licenses & Permits	503,717	499,500	100.8%
Charges for Services	638,027	681,600	93.6%
Fines & Forfeitures	192,088	143,600	133.8%
Intergovernmental	811,288	630,800	128.6%
Earnings on Investment	284,557	75,000	379.4%
Miscellaneous Revenue	274,227	53,000	517.4%
<b>Total Operating Revenues</b>	<b>14,284,243</b>	<b>12,806,000</b>	<b>111.5%</b>
<b>Expenditures:</b>			
Legislative	54,299	78,900	68.8%
Judicial	40,049	51,100	78.4%
Elections	15	19,300	0.1%
Administration	455,172	569,969	79.9%
Planning & Zoning	200,470	280,383	71.5%
Police	1,991,330	2,698,965	73.8%
Inspections	148,688	189,000	78.7%
Streets	1,294,499	1,577,032	82.1%
Cemetery	22,173	42,900	51.7%
Animal Control	30,889	93,400	33.1%
Senior Coordinator	61,242	76,400	80.2%
Parks	57,424	64,400	89.2%
Library	433,125	472,500	91.7%
Contingent	152,760	468,700	32.6%
Transfers Out	24,485,976	24,846,000	98.6%
<b>Total Expenditures</b>	<b>29,428,111</b>	<b>31,528,949</b>	<b>93.3%</b>
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b>(15,143,868)</b>	<b>(18,722,949)</b>	
<b>Ending Fund Balance*</b>	<b>31,856,653</b>	<b>28,277,572</b>	

\* - Unaudited

83% of the fiscal year has elapsed

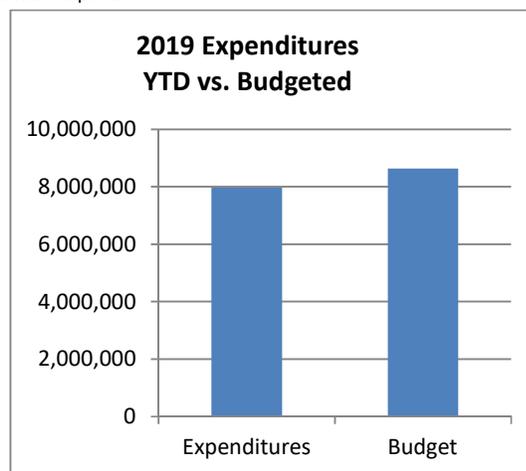
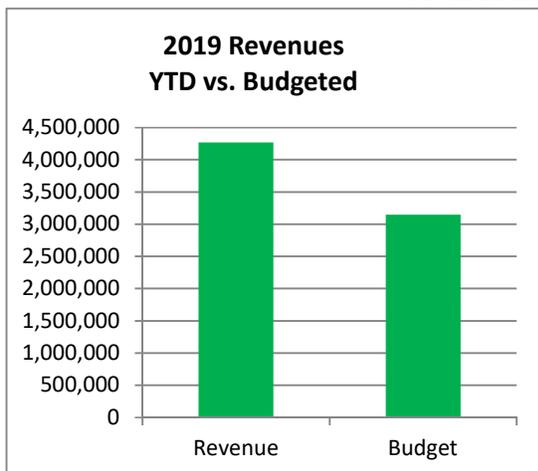


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Water Fund  
Period Ending October 31, 2019  
Unaudited

<b>Water Fund</b>	2019 Actuals Jan - Oct	2019 Adopted Budget	%
			Complete
Beginning Cash Balance	23,352,537	23,352,537	
<b>Revenues:</b>			
Charges for Services	<u>2,606,106</u>	<u>2,745,000</u>	94.9%
Total Operating Revenues	<u>2,606,106</u>	<u>2,745,000</u>	94.9%
<b>Expenses:</b>			
Administration	258,803	441,100	58.7%
Operations	1,577,083	2,343,800	67.3%
Capital Outlay	5,854,826	5,854,826	100.0%
Depreciation	282,340	-	
Transfers Out	<u>-</u>	<u>-</u>	
Total Operating Expenses	<u>7,973,052</u>	<u>8,639,726</u>	92.3%
Operating Income (Loss)	<u>(5,366,946)</u>	<u>(5,894,726)</u>	
<b>Non-Operating Revenues (Expenses)</b>			
Tap Fees	411,576	-	
Capital Investment Fees	486,914	-	
Misc. Revenues	480,527	305,000	157.5%
Interest Expense	<u>282,995</u>	<u>100,000</u>	283.0%
Total Non-Operating Revenues (Expenses)	<u>1,662,012</u>	<u>405,000</u>	410.4%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenses</b>	<b><u>(3,704,934)</u></b>	<b><u>(5,489,726)</u></b>	
<b>Ending Cash Balance*</b>	<b><u>19,647,603</u></b>	<b><u>17,862,811</u></b>	

\* - Unaudited

83% of the fiscal year has elapsed

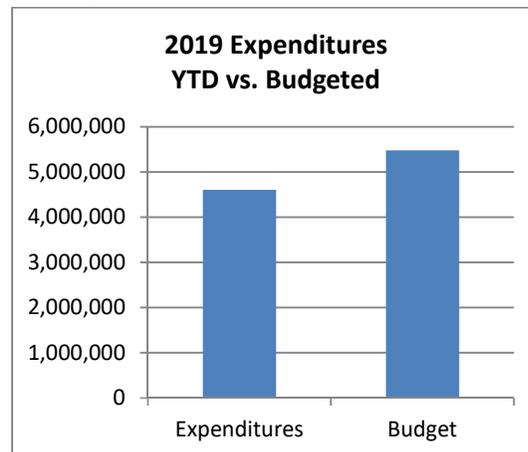
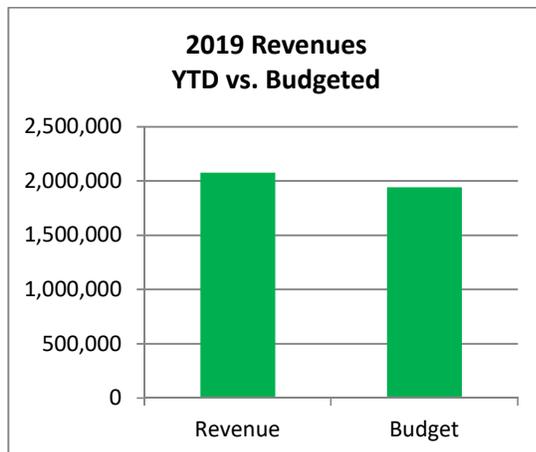


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Sewer Fund  
Period Ending October 31, 2019  
Unaudited

<b>Sewer Fund</b>	2019 Actuals Jan - Oct	2019 Adopted Budget	%
			Complete
Beginning Cash Balance	11,008,048	11,008,048	
<b>Revenues:</b>			
Charges for Services	1,694,365	1,880,000	90.1%
Miscellaneous Revenue			
<b>Total Operating Revenues</b>	<b>1,694,365</b>	<b>1,880,000</b>	<b>90.1%</b>
<b>Expenses:</b>			
Administration	345,736	291,000	118.8%
Operations	954,064	2,043,000	46.7%
Capital Outlay	3,145,174	3,145,174	100.0%
Depreciation	160,835	-	
<b>Total Operating Expenses</b>	<b>4,605,809</b>	<b>5,479,174</b>	<b>84.1%</b>
<b>Operating Income (Loss)</b>	<b>(2,911,444)</b>	<b>(3,599,174)</b>	
<b>Non-Operating Revenues (Expenses)</b>			
Capital Improvement Fees	314,600	-	
Misc. Revenues	17,491	12,500	139.9%
Interest Expense	51,275	50,000	102.6%
<b>Total Non-Operating Revenues (Expenses)</b>	<b>383,366</b>	<b>62,500</b>	<b>613.4%</b>
<b>Excess (Deficiency) of Revenues and Other Sources over Expenses</b>	<b>(2,528,078)</b>	<b>(3,536,674)</b>	
<b>Ending Cash Balance*</b>	<b>8,479,970</b>	<b>7,471,374</b>	

\* - Unaudited

83% of the fiscal year has elapsed

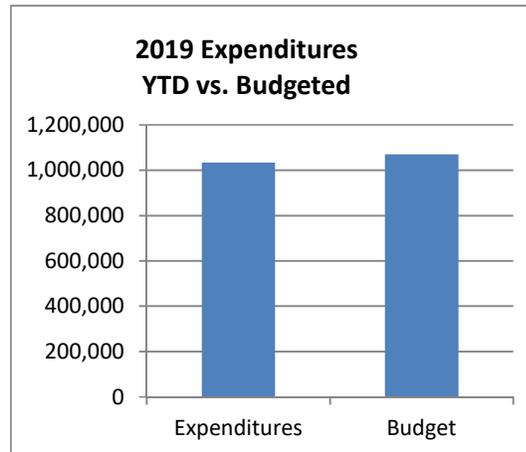
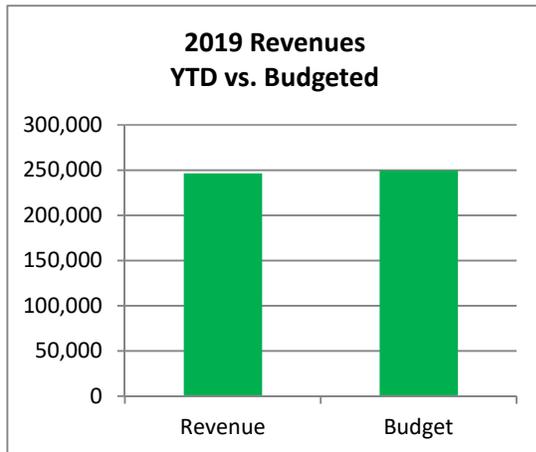


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Conservation Trust Fund  
Period Ending October 31, 2019  
Unaudited

<b>Conservation Trust Fund</b>	2019 Actuals Jan - Oct	2019 Adopted Budget	%
			Complete
Beginning Fund Balance	2,652,161	2,652,161	
<b>Revenues:</b>			
Taxes & Fees	165,110	157,500	104.8%
Intergovernmental	72,118	72,000	100.2%
Earnings on Investment	8,938	15,000	59.6%
Miscellaneous	198	5,000	4.0%
Total Operating Revenues	<u>246,364</u>	<u>249,500</u>	98.7%
<b>Expenditures:</b>			
Operations	34,360	70,000	49.1%
Capital Outlay	<u>1,000,000</u>	<u>1,000,000</u>	100.0%
Total Expenditures	<u>1,034,360</u>	<u>1,070,000</u>	96.7%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<u>(787,996)</u>	<u>(820,500)</u>	
<b>Ending Fund Balance*</b>	<u><u>1,864,165</u></u>	<u><u>1,831,661</u></u>	

\* - Unaudited

83% of the fiscal year has elapsed

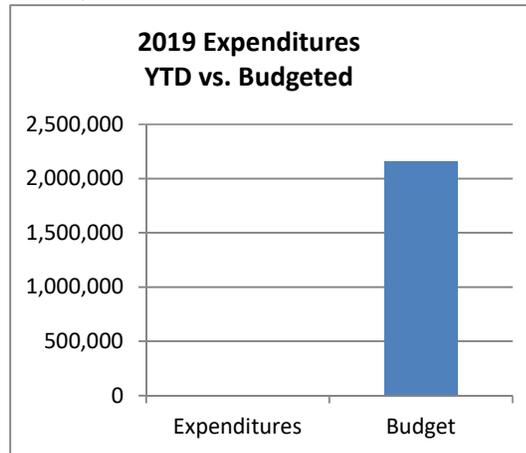
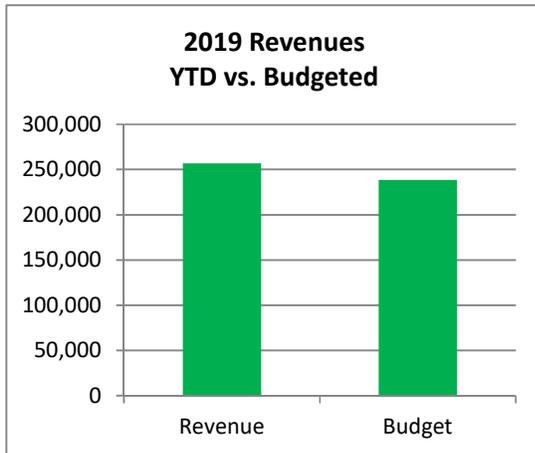


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Contingent Fund  
Period Ending October 31, 2019  
Unaudited

<b>Contingent Fund</b>	2019 Actuals Jan - Oct	2019 Adopted Budget	%
			Complete
Beginning Fund Balance	1,964,383	1,964,383	
<b>Revenues:</b>			
Earnings on Investment	31,995	13,500	237.0%
Transfers In	225,000	225,000	100.0%
Total Operating Revenues	<u>256,995</u>	<u>238,500</u>	107.8%
<b>Expenditures:</b>			
Transfers Out	-	2,161,900	0.0%
Total Expenditures	<u>-</u>	<u>2,161,900</u>	0.0%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<u><b>256,995</b></u>	<u><b>(1,923,400)</b></u>	
<b>Ending Fund Balance*</b>	<u><b>2,221,378</b></u>	<u><b>40,983</b></u>	

\* - Unaudited

83% of the fiscal year has elapsed

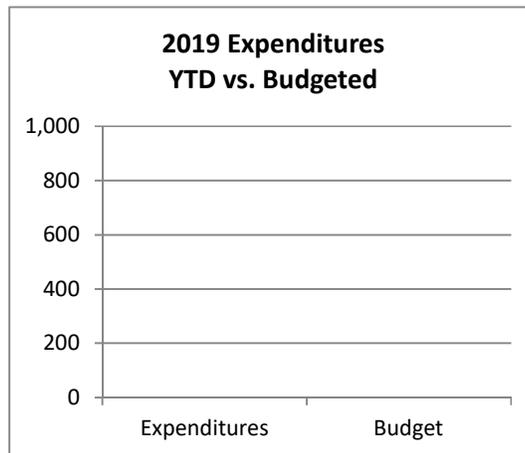
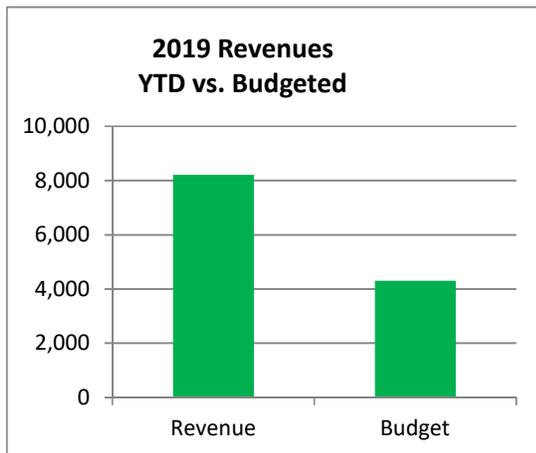


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Cemetery Fund  
Period Ending October 31, 2019  
Unaudited

<b>Cemetery Fund</b>	2019 Actuals Jan - Oct	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	120,895	120,895	
<b>Revenues:</b>			
Miscellaneous Revenue	5,596	3,000	186.5%
Earnings on Investment	2,611	1,300	200.8%
Total Operating Revenues	<u>8,207</u>	<u>4,300</u>	190.9%
<b>Expenditures:</b>			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	<u>-</u>	<u>-</u>	
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<u><b>8,207</b></u>	<u><b>4,300</b></u>	
<b>Ending Fund Balance*</b>	<u><b>129,102</b></u>	<u><b>125,195</b></u>	

\* - Unaudited

83% of the fiscal year has elapsed

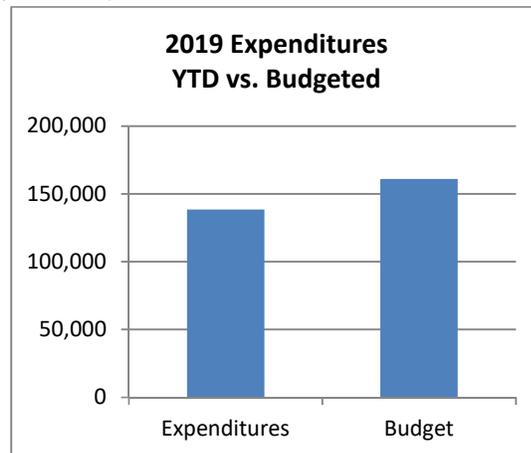
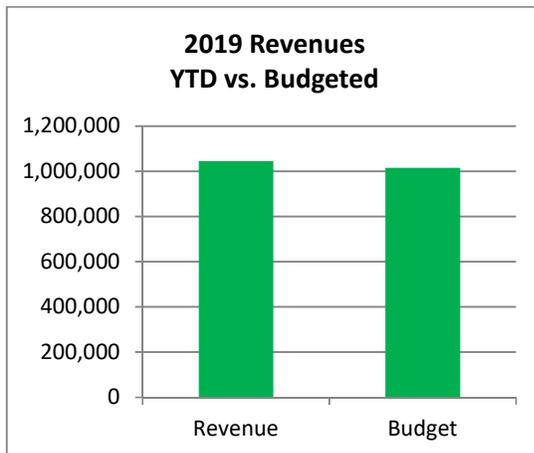


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Equipment Replacement Fund  
Period Ending October 31, 2019  
Unaudited

<b>Equipment Replacement Fund</b>	2019 Actuals Jan - Oct	2019 Adopted Budget	%
			Complete
Beginning Fund Balance	3,554,886	3,554,886	
<b>Revenues:</b>			
Earnings on Investment	44,889	15,000	299.3%
Transfers In	1,000,000	1,000,000	100.0%
Total Operating Revenues	<u>1,044,889</u>	<u>1,015,000</u>	102.9%
<b>Expenditures:</b>			
Capital	<u>138,523</u>	<u>161,000</u>	86.0%
Total Expenditures	<u>138,523</u>	<u>161,000</u>	86.0%
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<u><b>906,366</b></u>	<u><b>854,000</b></u>	
<b>Ending Fund Balance*</b>	<u><b>4,461,252</b></u>	<u><b>4,408,886</b></u>	

\* - Unaudited

83% of the fiscal year has elapsed

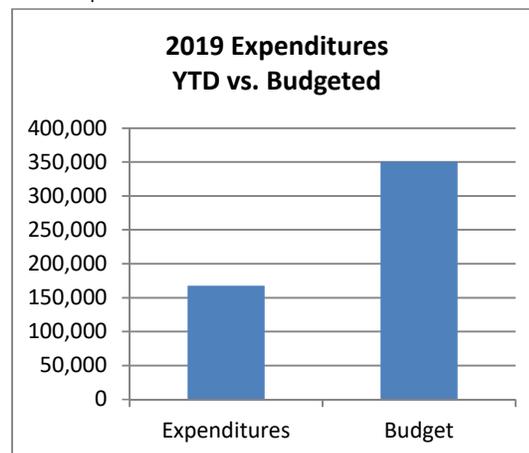
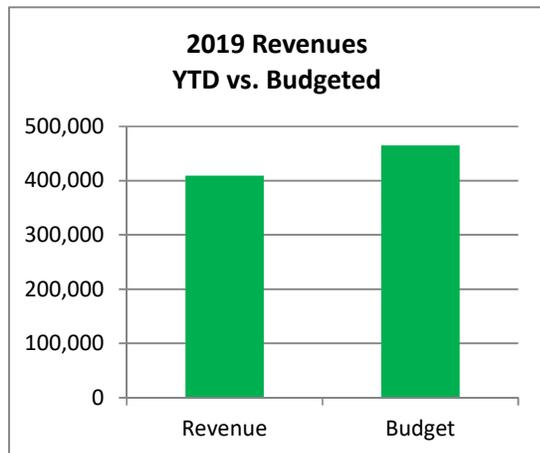


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Drainage Fund  
Period Ending October 31, 2019  
Unaudited

<b>Drainage Fund</b>	2019 Actuals Jan - Oct	2019 Adopted Budget	%
			Complete
Beginning Cash Balance	2,975,713	2,975,713	
<b>Revenues:</b>			
Charges for Services	<u>369,791</u>	<u>430,000</u>	86.0%
Total Operating Revenues	<u>369,791</u>	<u>430,000</u>	86.0%
<b>Expenses:</b>			
Administration	73,016	100,600	72.6%
Operations	94,735	249,900	37.9%
Capital Improvements	-	-	
Transfer Out	-	-	
Total Operating Expenses	<u>167,751</u>	<u>350,500</u>	47.9%
Operating Income (Loss)	<u>202,040</u>	<u>79,500</u>	
<b>Non-Operating Revenues (Expenses)</b>			
Capital Revenues	-	-	
Misc. Revenues	-	-	
Interest Expense	<u>39,233</u>	<u>35,000</u>	112.1%
Total Non-Operating Revenues (Expenses)	<u>39,233</u>	<u>35,000</u>	112.1%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenses</b>	<u><b>241,273</b></u>	<u><b>114,500</b></u>	
<b>Ending Cash Balance*</b>	<u><b>3,216,986</b></u>	<u><b>3,090,213</b></u>	

\* - Unaudited

83% of the fiscal year has elapsed

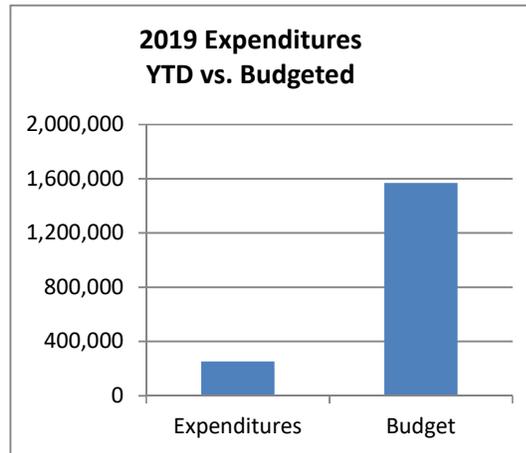
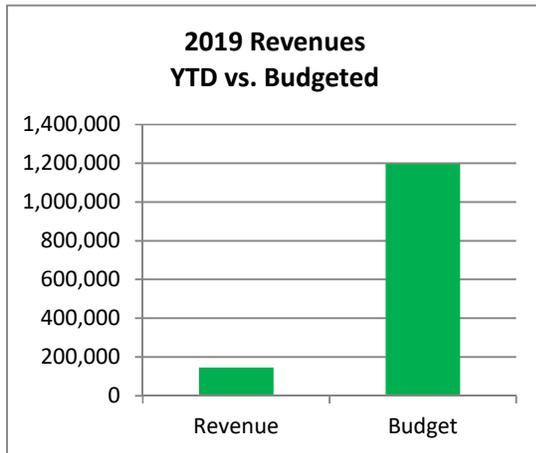


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Library Fund  
Period Ending October 31, 2019  
Unaudited

Library Fund	2019 Actuals Jan - Oct	2019 Adopted Budget	%
			Complete
Beginning Fund Balance	2,477,604	2,477,604	
<b>Revenues:</b>			
Earnings on Investment	-	1,184,900	0.0%
Miscellaneous Revenue	145,351	9,000	1615.0%
Transfers In	-	3,000	0.0%
Total Operating Revenues	<u>145,351</u>	<u>1,196,900</u>	12.1%
<b>Expenditures:</b>			
Operations	252,765	720,000	35.1%
Capital Outlay	-	850,000	0.0%
Total Expenditures	<u>252,765</u>	<u>1,570,000</u>	16.1%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b><u>(107,413)</u></b>	<b><u>(373,100)</u></b>	
<b>Ending Fund Balance*</b>	<b><u><u>2,370,191</u></u></b>	<b><u><u>2,104,504</u></u></b>	

\* - Unaudited

83% of the fiscal year has elapsed

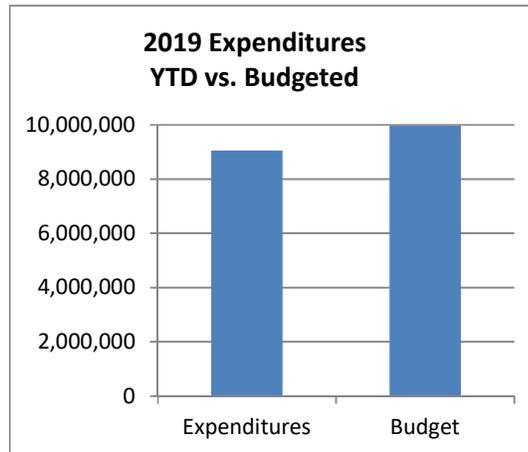
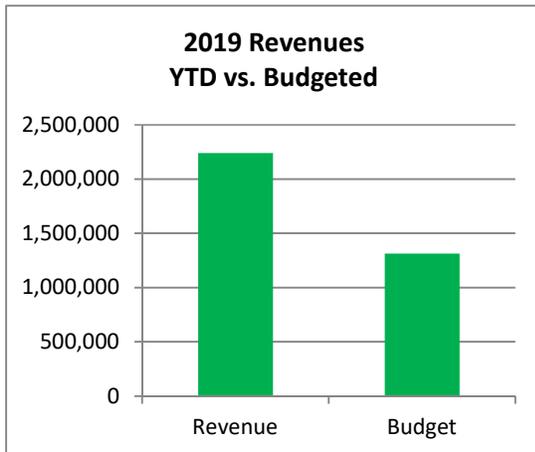


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Capital Projects Fund  
Period Ending October 31, 2019  
Unaudited

<b>Capital Projects Fund</b>	2019 Actuals Jan - Oct	2019 Adopted Budget	%
			Complete
Beginning Fund Balance	19,280,857	19,280,857	
<b>Revenues:</b>			
Taxes and Fees	2,033,095	1,200,000	169.4%
Miscellaneous Revenue	-	15,000	0.0%
Interest	206,150	100,000	206.1%
<i>Transfers In</i>	-	-	
Total Operating Revenues	<u>2,239,245</u>	<u>1,315,000</u>	170.3%
<b>Expenditures:</b>			
Capital Outlay	1,056,351	1,973,500	0.0%
<i>Transfers Out</i>	<u>8,000,000</u>	<u>8,000,000</u>	0.0%
Total Expenditures	<u>9,056,351</u>	<u>9,973,500</u>	90.8%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<u><b>(6,817,107)</b></u>	<u><b>(8,658,500)</b></u>	
<b>Ending Fund Balance*</b>	<u><b>12,463,750</b></u>	<u><b>10,622,357</b></u>	

\* - Unaudited

83% of the fiscal year has elapsed

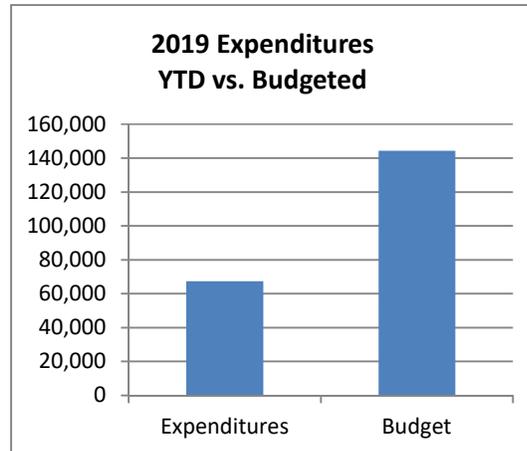
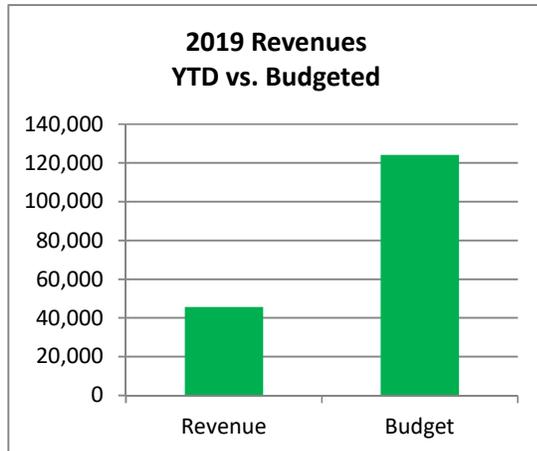


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Johnson's Corner Improvement Fund  
Period Ending October 31, 2019  
Unaudited

Johnson's Corner Improvement Fund	2019 Actuals Jan - Oct	2019 Adopted Budget	%
			Complete
Beginning Fund Balance	25,755	25,755	
<b>Revenues:</b>			
Taxes & Fees	45,589	124,000	36.8%
Earnings on Investment	29	100	29.0%
Total Operating Revenues	<u>45,618</u>	<u>124,100</u>	36.8%
<b>Expenditures:</b>			
Capital Outlay	<u>67,396</u>	<u>144,300</u>	46.7%
Total Expenditures	<u>67,396</u>	<u>144,300</u>	46.7%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<u><b>(21,778)</b></u>	<u><b>(20,200)</b></u>	
<b>Ending Fund Balance*</b>	<u><b>3,977</b></u>	<u><b>5,555</b></u>	

\* - Unaudited

83% of the fiscal year has elapsed

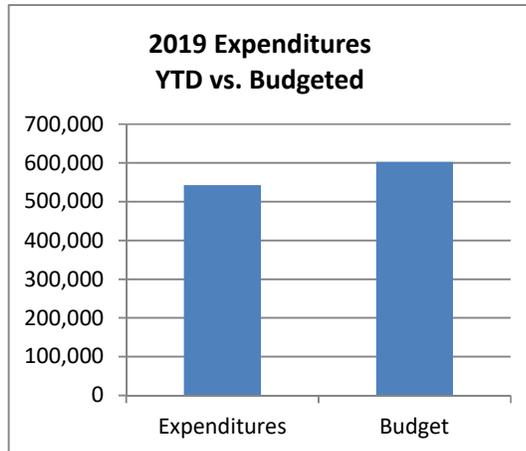
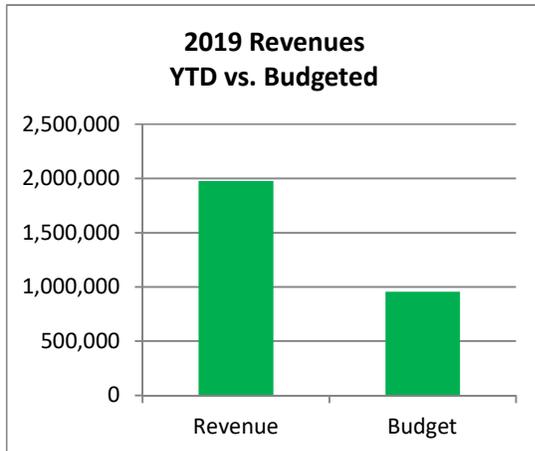


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Impact Fund  
Period Ending October 31, 2019  
Unaudited

<b>Impact Fund</b>	2019 Actuals Jan - Oct	2019 Adopted Budget	%
			Complete
Beginning Fund Balance	18,367,324	18,367,324	
<b>Revenues:</b>			
Taxes & Fees	1,736,426	855,000	203.1%
Earnings on Investment	241,968	100,000	242.0%
Total Operating Revenues	<u>1,978,394</u>	<u>955,000</u>	207.2%
<b>Expenditures:</b>			
Capital Outlay	<u>543,184</u>	<u>602,839</u>	90.1%
Total Expenditures	<u>543,184</u>	<u>602,839</u>	90.1%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<u><b>1,435,211</b></u>	<u><b>352,161</b></u>	
<b>Ending Fund Balance*</b>	<u><b>19,802,535</b></u>	<u><b>18,719,485</b></u>	

\* - Unaudited

83% of the fiscal year has elapsed

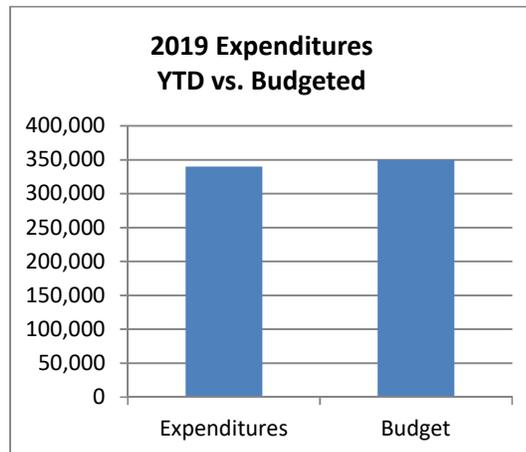
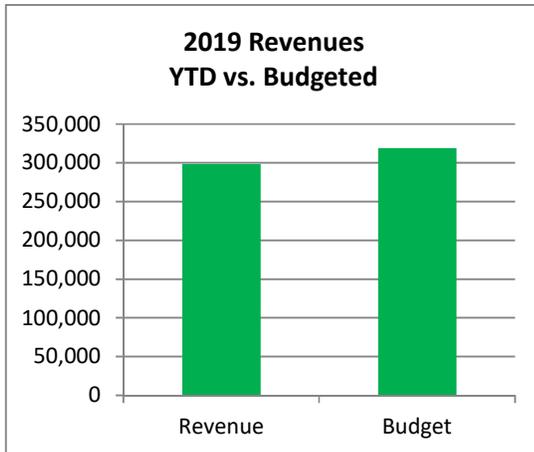


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Street Maintenance Fund  
Period Ending October 31, 2019  
Unaudited

Street Maintenance Fund	2019 Actuals Jan - Oct	2019 Adopted Budget	%
			Complete
Beginning Fund Balance	300,224	300,224	
<b>Revenues:</b>			
Taxes & Fees	296,944	319,000	93.1%
Earnings on Investment	1,673	100	1673.1%
Total Operating Revenues	<u>298,617</u>	<u>319,100</u>	93.6%
<b>Expenditures:</b>			
Operations & Maintenance	<u>339,952</u>	<u>350,000</u>	97.1%
Total Expenditures	<u>339,952</u>	<u>350,000</u>	97.1%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b><u>(41,335)</u></b>	<b><u>(30,900)</u></b>	
<b>Ending Fund Balance*</b>	<b><u><u>258,889</u></u></b>	<b><u><u>269,324</u></u></b>	

\* - Unaudited

83% of the fiscal year has elapsed

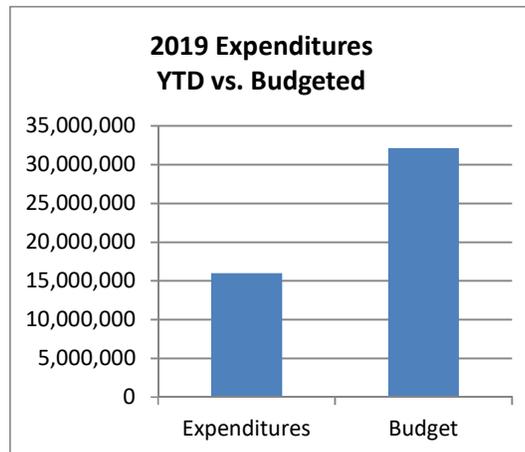
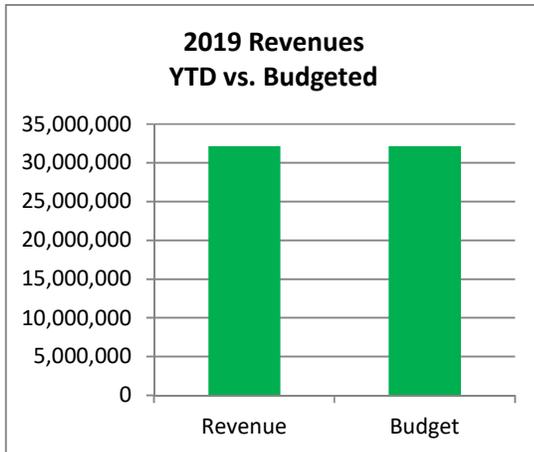


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Recreation Center Fund  
Period Ending October 31, 2019  
Unaudited

Recreation Center Fund	2019 Actuals Jan - Oct	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	0	0	
<b>Revenues:</b>			
Transfers In	32,150,000	32,150,000	100.0%
Earnings on Investment	-	-	
Total Operating Revenues	<u>32,150,000</u>	<u>32,150,000</u>	100.0%
<b>Expenditures:</b>			
Operations & Maintenance	<u>16,013,464</u>	<u>32,000,000</u>	50.0%
Total Expenditures	<u>16,013,464</u>	<u>32,000,000</u>	50.0%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b><u>16,136,536</u></b>	<b><u>150,000</u></b>	
<b>Ending Fund Balance*</b>	<b><u>16,136,536</u></b>	<b><u>150,000</u></b>	

\* - Unaudited

83% of the fiscal year has elapsed



**Amendment to Agreement  
(Johnstown Village LLC)**

Johnstown Village LLC  
143 Monroe Street  
Denver, CO 80206

November 11, 2019

VIA Email: avi@rocklinlaw.com

Town of Johnstown  
Attention: TOWN MANAGER  
450 So. Parish  
P. O. Box 609  
Johnstown, CO 80534

Avi S. Rocklin, Esq.  
Law Office of Avi S. Rocklin, LLC  
1437 N. Denver Avenue, No. 330  
Loveland, CO 80538

RE: Amendment to Subdivision Development and Improvement Agreement

Dear Town Manager:

Johnstown Village, LLC, a Colorado limited liability company ("Developer"), is requesting that the timeframe for Developer to acquire fee title to the Property, under Section 10 of Exhibit B-3 of the Subdivision Development and Improvement Agreement entered into by the Developer and the Town of Johnstown ("**Agreement**") on or about September 4, 2019, be extended to eighty-three (83) days from of the date of approval of the Final Plat, to and including November 26, 2019.

By execution below, the Town of Johnstown agrees that the timeframe for Developer to acquire fee title to the Property under Section 10 of Exhibit B-3 of the Subdivision Development and Improvement Agreement is hereby extended to November 26, 2019 ("**Acquisition Deadline**").

Except for the extension of the Acquisition Deadline as stated herein, no other terms of the Agreement are modified or altered.

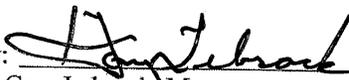
Sincerely,

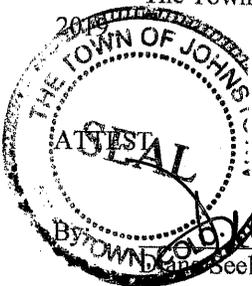
Johnstown Village LLC

  
Robert Quinette, Managing Manager

The Town of Johnstown hereby agrees to extension of the Acquisition Deadline to November 26,

TOWN OF JOHNSTOWN, COLORADO  
A Municipal Corporation

By:   
Gary Lebsack, Mayor



  
Seele, Town Clerk

Johnstown Village LLC  
143 Monroe Street  
Denver, CO 80206

November 11, 2019

VIA U.S. Mail and  
Email: avi@rocklinlaw.com

Town of Johnstown  
Attention: TOWN MANAGER  
450 So. Parish  
P. O. Box 609  
Johnstown, CO 80534

Avi S. Rocklin, Esq.  
Law Office of Avi S. Rocklin, LLC  
1437 N. Denver Avenue, No. 330  
Loveland, CO 80538

RE: Amendment to Water and Sewer Service Agreement

Dear Town Manager:

Johnstown Village, LLC, a Colorado limited liability company ("Developer"), is requesting that the timeframe for Developer to acquire fee title to the Subject Property, under Section 22(c) of the Water and Sewer Service Agreement entered into by the Developer and the Town of Johnstown ("Agreement") on or about September 4, 2019, be extended to eighty-three (83) days from of the date of approval of the date of the Agreement, to and including November 26, 2019.

By execution below, the Town of Johnstown agrees that the timeframe for Developer to acquire fee title to the Subject Property under Section 22(c) of the Water and Sewer Service Agreement is hereby extended to November 26, 2019 ("Acquisition Deadline").

Except for the extension of the Acquisition Deadline as stated herein, no other terms of the Agreement are modified or altered.

Sincerely,

Johnstown Village LLC



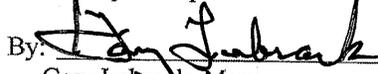
Robert Quinette, Managing Manager

The Town of Johnstown hereby agrees to extension of the Acquisition Deadline to November 26, 2019.



  
Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO  
A Municipal Corporation

By:   
Gary Lebsack, Mayor

## Diana Seele

---

**From:** Troy Mellon  
**Sent:** Monday, November 11, 2019 9:10 PM  
**To:** Matt LeCerf  
**Cc:** Council; Avi Rocklin; Diana Seele  
**Subject:** Re: Johnstown Village

Yes

On Nov 11, 2019, at 21:08, Matt LeCerf <[mlecerf@townofjohnstown.com](mailto:mlecerf@townofjohnstown.com)> wrote:

Mayor and Council,

Johnstown Village was approved by Town Council on September 4, 2019. As part of the Subdivision Improvement Agreement (SIA), they were required to close on the property within 60 days of the final plat. They have failed to do so and are trying to close this Thursday. Accordingly, they are requesting an extension. The specific item related to this requirement is in section B-3 item 10 which states the following shown below:

*This Agreement will be effective upon Developer's acquisition of fee title to the Property. If the Developer does not acquire fee title to the Property within sixty (60) days of approval of the Final Plat and provide notice to the Town, then this Agreement will terminate.*

The applicant is requesting an extension to 83 days which will be on November 26. While we prefer not to handle items through email, we are trying to help the applicant/developer with hopes they close this Thursday. We are asking you as Council to consider the request and if you are supportive of this change, please provide me with an email of **"yes"**. We will then ratify the decision at the next Council meeting on the consent agenda if enough votes are received via email to facilitate this document which may delay the closing, again.

If you have questions, please let me know.

Thanks,

ML  
Matt LeCerf  
Town Manager | Town of Johnstown  
450 Parish Avenue | PO Box 609 Johnstown, CO 80534  
970.587.4664 | 970.587.0141  
[mlecerf@townofjohnstown.com](mailto:mlecerf@townofjohnstown.com)

This electronic mail message and any attached files contain information intended for the exclusive use of the individual or entity to which it is addressed and may contain information that is proprietary, privileged, confidential, and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any viewing, copying, disclosure or distribution of this information is strictly prohibited. If you have received this message in error, please notify the sender, by electronic mail or otherwise and delete the original message from your computer.

## Diana Seele

---

**From:** Damien Berg  
**Sent:** Tuesday, November 12, 2019 9:10 PM  
**To:** Chad Young; Matt LeCerf  
**Cc:** Council; Avi Rocklin; Diana Seele  
**Subject:** Re: Johnstown Village

Yes

*Sent from my Sprint Phone.*

----- Original message-----

**From:** Chad Young  
**Date:** Tue, Nov 12, 2019 06:12  
**To:** Matt LeCerf;  
**Cc:** Council;Avi Rocklin;Diana Seele;  
**Subject:**Re: Johnstown Village

Yes.

Chad W. Young  
Mayor Pro-tem  
Town of Johnstown

On Nov 11, 2019, at 9:08 PM, Matt LeCerf <[mlecerf@townofjohnstown.com](mailto:mlecerf@townofjohnstown.com)> wrote:

Mayor and Council,

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If you have questions, please let me know.

Thanks,

ML

## Diana Seele

---

**From:** Amy Tallent  
**Sent:** Tuesday, November 12, 2019 5:25 AM  
**To:** Kevin Lemasters  
**Cc:** Matt LeCerf; Council; Avi Rocklin; Diana Seele  
**Subject:** Re: Johnstown Village

Yes.

With Kind Regards,

Amy Tallent, Councilmember  
Town of Johnstown

On Nov 11, 2019, at 9:38 PM, Kevin Lemasters <klemasters@townofjohnstown.com> wrote:

Yes

Sent from my iPhone  
Kevin Lemasters

On Nov 11, 2019, at 9:08 PM, Matt LeCerf <mlecerf@townofjohnstown.com> wrote:

Mayor and Council,

Johnstown Village was approved by Town Council on September 4, 2019. As part of the Subdivision Improvement Agreement (SIA), they were required to close on the property within 60 days of the final plat. They have failed to do so and are trying to close this Thursday. Accordingly, they are requesting an extension. The specific item related to this requirement is in section B-3 item 10 which states the following shown below:

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If you have questions, please let me know.

## Diana Seele

---

**From:** Jesse Molinar, Jr.  
**Sent:** Tuesday, November 12, 2019 5:57 AM  
**To:** Matt LeCerf; Council  
**Cc:** Avi Rocklin; Diana Seele  
**Subject:** RE: Johnstown Village

Yes

Thank you,

Jesse Molinar 😊

---

**From:** Matt LeCerf <mlecerf@townofjohnstown.com>  
**Sent:** Monday, November 11, 2019 9:08 PM  
**To:** Council <council@townofjohnstown.com>  
**Cc:** Avi Rocklin <avi@rocklinlaw.com>; Diana Seele <dseele@townofjohnstown.com>  
**Subject:** Johnstown Village

Mayor and Council,

Johnstown Village was approved by Town Council on September 4, 2019. As part of the Subdivision Improvement Agreement (SIA), the were required to close on the property within 60 days of the final plat. They have failed to do so and are trying to close this Thursday. Accordingly, they are requesting an extension. The specific item related to this requirement is in section B-3 item 10 which states the following shown below:

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If you have questions, please let me know.

Thanks,

ML  
Matt LeCerf  
Town Manager | Town of Johnstown  
450 Parish Avenue | PO Box 609 Johnstown, CO 80534

## Diana Seele

---

**From:** Matt LeCerf  
**Sent:** Tuesday, November 12, 2019 10:24 AM  
**To:** Diana Seele  
**Subject:** FW: Johnstown Village

---

**From:** Gary Lebsack  
**Sent:** Monday, November 11, 2019 9:12 PM  
**To:** Matt LeCerf <mlecerf@townofjohnstown.com>  
**Subject:** Re: Johnstown Village

Yes

GL

Sent from my iPhone

On Nov 11, 2019, at 9:08 PM, Matt LeCerf <mlecerf@townofjohnstown.com> wrote:

Mayor and Council,

Johnstown Village was approved by Town Council on September 4, 2019. As part of the Subdivision Improvement Agreement (SIA), they were required to close on the property within 60 days of the final plat. They have failed to do so and are trying to close this Thursday. Accordingly, they are requesting an extension. The specific item related to this requirement is in section B-3 item 10 which states the following shown below:

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If you have questions, please let me know.

Thanks,

ML  
Matt LeCerf  
Town Manager | Town of Johnstown  
450 Parish Avenue | PO Box 609 Johnstown, CO 80534

# **Order Granting Liquor License**

<p><b>TOWN OF JOHNSTOWN</b>  <b>LIQUOR LICENSING AUTHORITY</b>  450 S. Parish Avenue  Johnstown, CO 80534  Phone No. (970) 587-4664</p> <hr/> <p><b>IN THE MATTER OF:</b></p> <p><b>BEST PIZZA, LLC d/b/a MOD PIZZA</b>  4938 Thompson Parkway  Johnstown, CO 80534</p>	<p style="text-align: center;"><b>Δ AUTHORITY USE ONLY Δ</b></p> <hr/>
<p style="text-align: center;"><b>ORDER GRANTING BEER AND WINE LIQUOR LICENSE  TO BEST PIZZA, LLC d/b/a MOD PIZZA</b></p>	

THIS MATTER came before the Town of Johnstown Liquor Licensing Authority (“Authority”) on Best Pizza, LLC’s (“Applicant”) Application for a Beer and Wine License dated September 4, 2019, for a premises located at 4938 Thompson Parkway, Town of Johnstown, State of Colorado (“Application”). Following due and proper notice, the Authority conducted a public hearing on November 4, 2019.

Having considered all relevant and competent evidence admitted at the public hearing, the Authority FINDS AS FOLLOWS:

1. The appropriate fees were paid;
2. The Applicant is entitled to possession of the premises where the license is to be exercised;
3. The Applicant is of good moral character and entitled to hold the liquor license;
4. The location of the premises complies with the zoning requirements; and
5. The reasonable requirements of the designated neighborhood, the desires of the adult inhabitants of the designated neighborhood and the number, type and availability of alcohol beverage outlets support the issuance of the license.

Based on the foregoing, the Authority hereby ORDERS that the Application for a new Beer and Wine License is GRANTED.

Done and dated this \_\_\_ day of November, 2019.

BY THE AUTHORITY:

\_\_\_\_\_  
Gary Lebsack  
Mayor, Town of Johnstown  
Chairperson, Liquor Licensing Authority

ATTEST:

\_\_\_\_\_  
Diana Seele, Town Clerk

CERTIFICATE OF SERVICE

I hereby certify that on this \_\_\_ day of \_\_\_\_\_, 2019, a true and correct copy of the foregoing Order was sent by certified mail to:

Best Pizza, LLC d/b/a MOD Pizza  
Attn: Kevin Embree  
4938 Thompson Parkway  
Johnstown, CO 80534

\_\_\_\_\_  
Diana Seele

# **Order Granting Liquor License**

<p><b>TOWN OF JOHNSTOWN</b>  <b>LIQUOR LICENSING AUTHORITY</b>  450 S. Parish Avenue  Johnstown, CO 80534  Phone No. (970) 587-4664</p> <hr/> <p><b>IN THE MATTER OF:</b></p> <p><b>LUX NAILBAR, INC.</b>  4924 Thompson Parkway  Johnstown, CO 80534</p>	<p style="text-align: center;"><b>Δ AUTHORITY USE ONLY Δ</b></p> <hr/>
<p><b>ORDER GRANTING BEER AND WINE LIQUOR LICENSE  TO LUX NAILBAR, INC.</b></p>	

THIS MATTER came before the Town of Johnstown Liquor Licensing Authority (“Authority”) on LUX NAILBAR, INC.’s (“Applicant”) Application for a Beer and Wine License dated August 30, 2019, for a premises located at 4924 Thompson Parkway, Town of Johnstown, State of Colorado (“Application”). Following due and proper notice, the Authority conducted a public hearing on November 4, 2019.

Having considered all relevant and competent evidence admitted at the public hearing, the Authority FINDS AS FOLLOWS:

1. The appropriate fees were paid;
2. The Applicant is entitled to possession of the premises where the license is to be exercised;
3. The Applicant is of good moral character and entitled to hold the liquor license;
4. The location of the premises complies with the zoning requirements; and
5. The reasonable requirements of the designated neighborhood, the desires of the adult inhabitants of the designated neighborhood and the number, type and availability of alcohol beverage outlets support the issuance of the license.

Based on the foregoing, the Authority hereby ORDERS that the Application for a new Beer and Wine License is GRANTED.

Done and dated this \_\_\_ day of November, 2019.

BY THE AUTHORITY:

\_\_\_\_\_  
Gary Lebsack  
Mayor, Town of Johnstown  
Chairperson, Liquor Licensing Authority

ATTEST:

\_\_\_\_\_  
Diana Seele, Town Clerk

CERTIFICATE OF SERVICE

I hereby certify that on this \_\_\_ day of \_\_\_\_\_, 2019, a true and correct copy of the foregoing Order was sent by certified mail to:

LUX NAILBAR, INC.  
Attn: Phuong Nguyen  
4924 Thompson Parkway  
Johnstown, CO 80534

\_\_\_\_\_  
Diana Seele

**AGENDA ITEM 7**

**Town Manager Report**



# TOWN OF JOHNSTOWN

## MEMORANDUM

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TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: November 18, 2019

CC: Town Staff  
Local Media

SUBJECT: Departmental Report

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

- 12/02/2019 – Regular Town Council Meeting
  - 12/12/2019 – Special Called Meeting – FY 2020 Adoption
  - 12/16/2019 – Regular Town Council Meeting
- 

### **Administration, Finance, & Planning**

- *Liquor License Renewal* – The Brew Pub Liquor License for Veteran Brothers Brewing Company located at 21 North Parish was submitted to the State Liquor for renewal.
- *Home Supply Board Meeting* – The Town’s Water Engineers and Town Manager attended the recent Home Supply Board meeting to inform them about out pending water court case and to request that the Home Supply Ditch Company review their decrees and/or policy related to the 50% carriage fee on foreign water moved through the ditch. This significantly impacts our desire to move Colorado Big Thompson water through their system.
- *Executive Assistant Interviews* – Staff conducted interviews for the executive assistant position at the Town. We are hopeful that this round of interviews may result in a candidate accepting an offer made for the position.
- *Front Range Passenger Rail (FRPR)* – Staff attended a kick-off meeting for the North segment of the “FRPR” by the Southwest Chief and Front Range Passenger Rail Commission, analyzing the feasibility of a 173-mile passenger rail system from Pueblo to Fort Collins. This effort will result in a study to define purpose, development alternatives, and processes (by Summer 2020) – including pursuing NEPA/EIS through 2022. CDOT hosts a webpage detailing this effort: <https://www.codot.gov/about/southwest-chief-commission-front-range-passenger-rail/news/vision>

**The Community That Cares**

- *Johnstown Review Committee (JRC)* – Planning Staff has initiated a bi-weekly meeting of the JRC, including Planning and Public Works staff, Town Engineer, building officials, fire districts, and other ancillary reviewers to review current development projects, discuss and connect regarding development issues and concerns, and offer more complete “pre-application” meetings to prospective developers and land owners.
- *County Tax Liens* – Accounts are being reviewed and prepared for tax liens on past due utilities and outstanding abatements.
- *Caselle Reimplementation* – Development of an updated version of Caselle is in progress. The new structure will mirror the proposed 2020 Budget structure for funds, departments and accounts. We expect to begin running trials with the software the middle of December.

## **Police Department**

### ***Training:***

- *Evidence Training* – Lieutenant Oglesby, Julie Connelly and Ashley Vetter trained on Voyager which is a digital evidence transport system.
- *Defensive tactics training* – All officers completed defensive tactics refresher training.
- *K9 Academy* - Officer Kehr is in her 3<sup>rd</sup> week of the 16-week K9 academy.

### ***Community Policing, Outreach & Miscellaneous Items:***

- *Trick or Treat Street* – Officer Otero represented the Johnstown Police Department during the annual trick or treat street event.
- *Evidence destruction* – JPD completed the annual destruction of evidence that was previously ordered by the courts.
- *New Hire* – Officer Tyler Rashid was hired to fill a vacant police officer position. Officer Rashid worked for 4 years with the Larimer County Sheriff’s Office. Officer Rashid will start with the police department on December 1, 2019.

## **Public Works Department**

### ***Streets, Stormwater, & Parks***

- *Library* – Staff has been working at the library disconnecting and moving irrigation lines that will be under new concrete work outside of the library entrance. Tree planters were being removed and the need to cap lines was requested by contractor.
- *Parks* – All the overhead lights in Aragon Park were replaced with LED bulbs. What a difference this has made. Crew have also been doing final cleanup for the winter season.
- *Streets & Alley*– Asphalt millings have been place in alleys to help with drainage and mud tracking. Alley completed were: Raymond, Greeley to N 1<sup>st</sup> and Ditch off of Telep going to lift station. Regular road grading was completed on CR 46 and CR 44. Each of these roads were completed three time CR 42 was graded twice.
- *Christmas Decorations* – Crews have started putting up light and banners around Town for the holidays. All decorations should be completed by the Thanksgiving Holiday.
- *Plowing* – Crews were out early on November 11<sup>th</sup> plowing and sanding. Snow total was about 1.5 inches.

### ***Water & Wastewater***

- *Water plant* – Tank painting is underway again. The recent cold snap delayed the project and weather permitting, the anticipated completion date is during the week of the

November 18, 2019. The two holes located in the tank were repaired from inside the tank with potable epoxy and welded on the outside with 12" x 12" metal plates over the area.

- The VFD for #5 high service pump in the distribution pump house at the water plant has been tripping out. We had M&J Electric come out to check on what was causing this to occur. A continuous monitoring meter was placed on the motor. After a few days it was observed that every morning around 6 am the unit was showing a big fluctuation on the amperage readings, which is most likely due to staff switching 2 motors on at about the same time. Staff will be spacing these transfers out by 3 to 4 minutes in the future to help avoid a surge in the system. The electrician also found that one leg of the wiring was about 20 amps lower than the others. It is unclear if this was just coming from the VFD or if it is on the entire service to the building. Consequently, the meter has been moved to the other motor to compare and determine if it is just the VFD or something else.
- *SCADA* – Still moving forward on fine tuning the SCADA system. Browns Hill has been working side by side with staff to give us the best product for our needs.
- *Cemetery* – Final clean-up of cemetery is underway. Staff has been mowing and picking up leaves. We are waiting for the ground to firm up so we can bring in a tree trimmer to do some needed trimming and removal of the dead trees.
- *CWWTP*– We are getting ready to start the aeration project at the CWWTP. Staff will be pouring four concrete pads for the aerator support. Doing this work in-house will control the budgetary costs for this project. The aerators have been ordered and we hope to have them on site within the next 3 – 4 weeks.
- *Lone tree* – Pumps have been ordered for the Lone Tree project. We are working with the Golf Course personnel to make sure access is available for the project as well as details on fencing in order to not impact aesthetics of the course.

**AGENDA ITEM 10A**

**Resolution 2019-23**

## **TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** November 18, 2019

**ITEM NUMBER:** 10A

**SUBJECT:** DOLA Energy Impact Grant Resolution of Support for Application

**ACTION PROPOSED:** Approve the Resolution of Support for the Grant Application to DOLA

**ATTACHMENTS:** 1. Resolution 2019-23

**PRESENTED BY:** Matt LeCerf, Interim Town Manager

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**AGENDA ITEM DESCRIPTION:**

In July 2019, Town Staff presented an overview of the condition of the Town's Sanitary Sewer System along the Highway 60 corridor on both the north and south sides of the Highway. As part of the presentation, Staff outlined the current condition of the sewer system that is very close to capacity and provided a plan to address the capacity by installing new interceptor lines. While the philosophy of the Town has historically been to have development pay its way by making critical improvements to accommodate their respective developments; in this case it isn't possible. This is because of the fact that the improvements based on the location of potential development, could cost upwards of \$20M and the current overall plan for the entire expansion of sanitary sewer estimated at \$60-\$65M. In short, there is a high probability that developers will bypass Johnstown under this condition rather than making these improvements on their own. In order to recover our costs for these improvements, Staff has discussed and intends to bring an ordinance forward that will establish a regional improvement fee of \$9,500 per SFE to recover the costs.

At the July 2019 presentation, Council provided Staff with support of the capital project and subsequently reiterated their support for the project by approving a contract in August 2019, with IMEG to begin the surveying, geotechnical, subsurface utility engineering, and design. IMEG is nearing completion of the preliminary engineering and are close to beginning design, which we believe will be at around 85% completed in February for Phase I. As we prepare for the Phase I of this multi-phase project, the Town plans to submit for a grant to DOLA in the amount of \$1M to help with financing of this project. This Phase I project has a total cost estimate of \$5,144,529. As part of the grant application, Council is required to adopt a resolution of support for the application verifying their intent to perform and provide the associated matching funds of the project. The resolution provided and enclosed for consideration will be submitted with the grant application which is due on December 2, 2019.

**LEGAL ADVICE:**

The resolution was reviewed by the Town Attorney.

**FINANCIAL ADVICE:**

Funds associated with this project are included in the proposed FY 2020 budget which will be formally considered for adoption on or about December 13, 2019.

**RECOMMENDED ACTION:** Approve the resolution as presented.

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**SUGGESTED MOTIONS:**

**For Approval:**

I move to approve Resolution 2019-23 as presented for the DOLA Energy Impact Grant Application Submittal.

**For Denial:**

I move that we deny Resolution 2019-23 as presented for the DOLA Energy Impact Grant Application Submittal.

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**Reviewed and Approved for Presentation:**

\_\_\_\_\_  
Town Manager

**Resolution  
No. 2019-23**

**TOWN OF JOHNSTOWN, COLORADO**

**RESOLUTION NO. 2019-23**

**A RESOLUTION OF THE TOWN OF JOHNSTOWN, COLORADO,  
SUPPORTING THE APPLICATION FOR AN ENERGY IMPACT GRANT FROM THE  
STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS**

WHEREAS, the Town of Johnstown authorizes the application for the Energy Impact Grant; and

WHEREAS, the purpose of the grant is to make critical improvements to the sanitary sewer collection system in the Town of Johnstown for increased capacity for new development; and

WHEREAS, the total cost of this Phase I of the Central Basin Sewer System Project is estimated to be \$5,144,529 and the grant request is for \$1,000,000 which is the maximum request permitted.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Johnstown, Colorado that:

Section 1. The Town Council hereby authorizes and supports the application for the Energy Impact Grant in the amount of \$1,000,000.

Section 2. The Town Council hereby commits to appropriate funds for the Phase I of the Central Basin Sewer System Project upon award for the grant in the amount requested.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSES, AND ADOPTED THIS 18<sup>TH</sup> DAY OF NOVEMBER, 2019.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: \_\_\_\_\_  
Diana Seele, Town Clerk

By: \_\_\_\_\_  
Gary Lebsack, Mayor

**AGENDA ITEM 10B**

**Public Hearing  
1<sup>st</sup> Reading**

**Ordinance Number 2019-165  
(Amending Chapter 18 of the Johnstown  
Municipal Code to Adopt the 2018 Building  
Codes)**

PUBLIC HEARING PROCEDURE – Ordinance No. 2019-165, An Ordinance Amending Chapter 18 of the Johnstown Municipal Code to Adopt the 2018 Building Codes.

1. Open public hearing
2. Receive information from staff
3. Ask to hear from anyone who supports the ordinance
4. Ask to hear from anyone who opposes the ordinance
5. Close the public hearing
6. Ask for discussion
7. Make decision and/or motion from Council
  - a. Need motion to approve or deny the ordinance.

\_\_\_\_ (SUGGESTED MOTIONS):

For Approval:

I move that we adopt Ordinance No. 2019-165, An Ordinance Amending Chapter 18 Of The Johnstown Municipal Code To Adopt: (1) The International Residential Code, 2018 Edition; (2) The International Building Code, 2018 Edition; (3) The International Mechanical Code, 2018 Edition; (4) The International Plumbing Code, 2018 Edition; (5) The International Energy Conservation Code, 2012 Edition; (6) The International Fuel Gas Code, 2018 Edition; (7) The International Fire Code, 2018 Edition; International; (8) The International Property Maintenance Code, 2018 Edition; (9) The National Electrical Code, 2017 Edition; (10) The International Existing Building Code, 2018 Edition; And (11) The International Swimming Pool and Spa Code, 2018 Edition.

For Denial:

I move that we deny adoption of Ordinance 2019-165.

## **TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** November 18, 2019

**ITEM NUMBER:** 10B

**SUBJECT:** **Public Hearing 1<sup>st</sup> Reading:** An Ordinance Amending Chapter 18 Of The Johnstown Municipal Code To Adopt: (1) The International Residential Code, 2018 Edition; (2) The International Building Code, 2018 Edition; (3) The International Mechanical Code, 2018 Edition; (4) The International Plumbing Code, 2018 Edition; (5) The International Energy Conservation Code, 2012 Edition; (6) The International Fuel Gas Code, 2018 Edition; (7) The International Fire Code, 2018 Edition; International; (8) The International Property Maintenance Code, 2018 Edition; (9) The National Electrical Code, 2017 Edition; (10) The International Existing Building Code, 2018 Edition; And (11) The International Swimming Pool and Spa Code, 2018 Edition.

**ACTION PROPOSED:** Consider Ordinance 2019-165 to adopt and amend Chapter 18 for New Building Regulations for the Town of Johnstown.

**ATTACHMENTS:** 1. Recommended Building Regulations and the Associated Amendment Related to the Building Regulations

**PRESENTED BY:** Matt LeCerf, Town Manager

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### **AGENDA ITEM DESCRIPTION:**

Enclosed for your review and consideration is an ordinance that will amend the current Town of Johnstown Building Code Regulations – Chapter 18. The Town has been operating and applying the various International Code Council (ICC) from 2006. The proposed regulation would bring the Town of Johnstown to the current codes that are available for adoption from the ICC. New codes are generally issued and revised by the ICC in 3 year increments. The codes that are presented and adopted will help insure better construction methods resulting in enhanced safety for those who occupy various structures.

As part of the adoption, the Town’s consulting building inspector conducted several listening and informational sessions earlier in the year to ensure that contractors who desired to attend were aware of the pending adoption of these codes. Appropriate public outreach attempts were made to communicate the changes in the codes prior to bringing this to Council formal adoption. It would be our intent that the codes would go into effect on January 1, 2020.

The codes that will be adopted area as follows with amendments is listed below. The full language of the ordinance as previously mentioned is included in this item.

- (1) The International Residential Code, 2018 Edition;
- (2) The International Building Code, 2018 Edition;
- (3) The International Mechanical Code, 2018 Edition;
- (4) The International Plumbing Code, 2018 Edition;
- (5) The International Energy Conservation Code, 2012 Edition;
- (6) The International Fuel Gas Code, 2018 Edition;
- (7) The International Fire Code, 2018 Edition; International;
- (8) The International Property Maintenance Code, 2018 Edition;
- (9) The National Electrical Code, 2017 Edition;
- (10) The International Existing Building Code, 2018 Edition; And
- (11) The International Swimming Pool and Spa Code, 2018 Edition.

**LEGAL ADVICE:**

The ordinance was drafted and reviewed by the Town Attorney.

**FINANCIAL ADVICE:**

Not Applicable

**RECOMMENDED ACTION:** Approve the first reading of the ordinance as presented.

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**SUGGESTED MOTIONS:**

**For Approval:**

I move to approve the first reading of Ordinance 2019-165, an ordinance adopting: (1) the International Residential Code, 2018 Edition; (2) the International Building Code, 2018 Edition; (3) the International Mechanical Code, 2018 Edition; (4) the International Plumbing Code, 2018 Edition; (5) the International Energy Conservation Code, 2012 Edition; (6) the International Fuel Gas Code, 2018 Edition; (7) the International Fire Code, 2018 Edition; (8) the International Property Maintenance Code, 2018 Edition; (9) the National Electrical Code, 2017 Edition; (10) the International Existing Building Code, 2018 Edition; and (11) the International Swimming Pool and Spa Code, 2018 Edition, as presented.

**For Denial:**

I move that we deny approval of the first reading of Ordinance 2019-165 as presented.

**Reviewed and Approved for Presentation:**

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Town Manager

**TOWN OF JOHNSTOWN, COLORADO  
ORDINANCE NO. 2019-165**

**AN ORDINANCE AMENDING CHAPTER 18 OF THE JOHNSTOWN MUNICIPAL CODE TO ADOPT: (1) THE INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION; (2) THE INTERNATIONAL BUILDING CODE, 2018 EDITION; (3) THE INTERNATIONAL MECHANICAL CODE, 2018 EDITION; (4) THE INTERNATIONAL PLUMBING CODE, 2018 EDITION; (5) THE INTERNATIONAL ENERGY CONSERVATION CODE, 2012 EDITION; (6) THE INTERNATIONAL FUEL GAS CODE, 2018 EDITION; (7) THE INTERNATIONAL FIRE CODE, 2018 EDITION; (8) THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2018 EDITION; (9) THE NATIONAL ELECTRICAL CODE, 2017 EDITION; (10) THE INTERNATIONAL EXISTING BUILDING CODE, 2018 EDITION; AND (11) THE INTERNATIONAL SWIMMING POOL AND SPA CODE, 2018 EDITION.**

**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**, pursuant to Title 31, Article 16, Part 2, C.R.S., the Town Council adopted building codes in Chapter 18 of the Johnstown Municipal Code; and

**WHEREAS**, the Town Council desires to adopt the following new or amended versions of building codes: (1) the International Residential Code, 2018 Edition; (2) the International Building Code, 2018 Edition; (3) the International Mechanical Code, 2018 Edition; (4) the International Plumbing Code, 2018 Edition; (5) the International Energy Conservation Code, 2012 Edition; (6) the International Fuel Gas Code, 2018 Edition; (7) the International Fire Code, 2018 Edition; (8) the International Property Maintenance Code, 2018 Edition; (9) the National Electrical Code, 2017 Edition; (10) the International Existing Building Code, 2018 Edition; and (11) the International Swimming Pool and Spa Code, 2018 Edition; and

**WHEREAS**, the Town Council finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, is promulgated for the preservation of public health, welfare, peace, safety and property and is in the best interests of the Town of Johnstown.

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

**Section 1.** Article I of Chapter 18. Sections 18-1 and 18-3 of Article I of Chapter 18 of the Johnstown Municipal Code are hereby amended in full to read as follows:

**Sec. 18-1. International Residential Code.**

Pursuant to Title 31, Article 16, Part 2, C.R.S., the International Residential Code, 2018 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 43 inclusive and Appendix Chapters F and H (“IRC”) is hereby adopted by reference as the Town of Johnstown Residential Building Code to have the same force and effect as if fully set forth herein.

**Sec. 18-3. Amendments.**

The International Residential Code, 2018 Edition, adopted herein is hereby modified with the following additions, deletions, insertions and changes as follows:

(1) IRC Section R101.1 (Title) is amended by the addition of the term “Town of Johnstown” where indicated.

(2) IRC Section R105.1 (Required) is amended by replacing the words “building official” with “Town.”

(3) IRC Section R105.2 (Work Exempt from Permit) is amended by:

Building Exception #1 is deleted in its entirety and replaced with “One-Story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet and the roof height does not exceed 10 feet above grade measured from a point directly outside the exterior walls of the structure.”

Building Exception #10 is deleted in its entirety and replaced with: “Shingle repair or replacement work not exceeding one square (100 square feet in area) of covering per building.”

(4) IRC Section 105.5 (Expiration) is amended by the deletion of this section in its entirety and replaced with the following:

“Every permit issued by the building official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.”

(5) IRC Section R108.5 (Refunds) is amended by the deletion of this section in its entirety and replaced with the following:

“The Town may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The Town may authorize refunding of not more than 80 percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this code. The Town may authorize refunding of not more than 80 percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done. The Town shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.”

(6) IRC Section R108.6 (Work commencing before permit issuance) is amended by the deletion of this section in its entirety and replaced with the following:

“Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits may be subject to an investigation fee established by the Town. The amount of the investigation fee may be in the amount up to the amount of the permit fee that would normally be assessed for the specific type of construction activity, with any such investigation fee being in addition to all other required permit fees. The investigation fee shall be collected whether or not a permit is then subsequently issued.”

(7) IRC Section R109.1.5 (Other inspections) is amended by the addition of a new subsection as follows:

“R109.1.5.2 Insulation Inspection of the structure shall be made following installation of the wall, ceiling and floor insulation and exterior windows and before wall coverings are installed.”

(8) IRC Section R110.4 (Temporary occupancy) is amended by the deletion of the words “building official” in the first and second sentence and replaced with “Town.”

(9) IRC Section R112.1 (General) is amended by the deletion of the last three sentences and replaced with the following:

“The members of the Council of Appeals shall be comprised of the members of the Town Council.”

(10) IRC Section R112.3 (Qualifications) is amended by the deletion of this section in its entirety.

(11) IRC Section R113.2 (Notice of Violation) is amended by the addition of “Notice of Violations shall be delivered in accordance with section 107 of the IPMC” after the last paragraph.

(12) IRC Section R202 (Definitions) is amended by addition of the following:

“Sleeping Room” (Bedroom) is any enclosed habitable space within a dwelling unit, which complies with the minimum room dimension requirements of IRC Sections R304 and R305 and contains a closet, an area that is useable as a closet, or an area that is readily convertible for use as a closet. Living rooms, family rooms and other similar habitable areas that are so situated and designed so as to clearly indicate these intended uses, shall not be interpreted as sleeping rooms.”

(13) IRC Table R301.2 (1) is filled to provide the following:

Table R301.2 (1)  
Climatic and Geographic Design Criteria

Ground Snow Load	Wind Design		Seismic Design Category	Subject to Damage From			Winter Design Temp Deg. F	Ice barrier Underlayment Required	Flood Hazard	Air Freezing Index	Mean Annual Temp
	Speed (V)	Topographic effects		Weathering	Frost Line	Termite					
30psf	115	No	B	Severe	30 in.	Slight to Moderate	1	YES	26713	1000	43F

(14) IRC Section R302.13 (Fire Protection of Floors) is amended by deleting the section in its entirety.

(15) IRC Section R303.4 (Mechanical Ventilation) is amended by replacing “5 air changes per hour” with “7 air changes per hour” and replacing the words “in accordance with section N1102.4.1.2” with “in accordance with section 402.4.1.2 of the International Energy Conservation Code 2012 Edition.”

(16) IRC Section R309.5 (Fire sprinklers) is amended by the deletion of this section in its entirety.

(17) IRC Section R310.1 (Emergency escape and rescue opening required) is amended by adding the following after the first paragraph:

“All windows located in basements, habitable attics and sleeping rooms shall meet all the requirements of section R310.1 through R310.2.5.”

The section is further amended by deletion of Exception #2 and its conditions.

(18) IRC Section R310.2.3 (Window wells) is amended by the addition of the following:

“All windows in basements shall be an escape and rescue window, if requiring a window well pursuant to the International Residential Code shall comply with the dimension requirements set forth in this section.”

(19) IRC Section R310.2.3.1 (Ladder and steps) is amended by the addition of the following exception to read as follows:

“Exception: Only one window well ladder shall be required in an unfinished basement.”

(20) IRC Section R312.1 (Guards required) is amended by the addition of a third paragraph as follows:

“All area wells, stair wells, window wells and light wells attached to any building that are located less than 36 inches (914 mm) from the nearest intended walking surface and deeper than 30 inches (762 mm) below the surrounding ground level, creating an opening greater than 24 inches (610 mm) measured perpendicular from the building, shall be protected with guardrails conforming to this section around the entire opening, or be provided with an equivalent barrier.

Exceptions:

- (a) The access side of stairways need not be protected.
- (b) Area and window wells provided for emergency escape and rescue windows may be protected with approved grates or covers that comply with Section R310.4 of this code.
- (c) Covers and grates may be used over stairways and other openings used exclusively for service access or for admitting light or ventilation.”

(21) IRC Section R313 (Automatic Fire Sprinkler Systems) is amended by the deletion of this section in its entirety.

(22) IRC Section 315.3 (Location) is amended by deleting the first sentence and replacing it with the following:

“Carbon monoxide detection shall be installed in dwelling units within 15 feet of each separate sleeping area and on each level.”

(23) IRC Section R401.2 (Requirements) is amended by the addition of the following after the first paragraph:

“Foundations shall be designed, and the construction drawings stamped by a Colorado registered design professional. The foundation design must be based on an engineer’s soils report. The drawings must be noted with the engineering firm name, specific location for design and soils report number. A site certification prepared by State of Colorado registered design professional is required for setback verification on all new Group R Division 3 occupancies.”

(24) IRC Section R405.1 (Concrete or masonry foundations) is amended with the addition of the following after the first sentence:

“All foundation drains shall be designed and inspected by a State of Colorado registered design professional.”

(25) IRC Chapter 11 (Energy Efficiency) is amended by the deletion of this chapter in its entirety and replaced with the 2012 International Energy Conservation Code.

(26) IRC Section G2415.12 (Minimum burial depth) is amended by the addition of the following:

“All plastic fuel gas piping shall be installed a minimum of 18 inches (457 mm) below grade.”

(27) IRC Section G2415.12.1 IRC Section G2415.12.1 (Individual outdoor appliances) is amended by the deletion of this section in its entirety.

(28) IRC Section G2417.4.1 IRC Section G2417.4.1 (Test pressure) is amended by replacing 3 psig with 10 psig.

(29) IRC Section P2503.5.1 IRC Section P2503.5.1 (Rough plumbing) is amended by the deletion of the first sentence and replaced with the following:

“DWV systems shall be tested on completion of the rough piping installation by water or air without evidence of leakage.”

(30) IRC Section P2603.5.1 IRC Section P2603.5.1 (Sewer depth) is amended by filling in both areas where indicated to read “12 inches (305 mm).”

(31) IRC Section P3103.1.1 IRC Section P3103.1.1 (Roof extension) is amended by replacing “6 inches” with “12 inches.”

**Section 2.** Article II of Chapter 18. Sections 18-11 and 18-13 of Article II of Chapter 18 of the Johnstown Municipal Code are hereby amended in full to read as follows:

**Sec. 18-11. International Building Code.**

Pursuant to Title 31, Article 16, Part 2, C.R.S., the International Building Code, 2018 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 33 inclusive and Appendix Chapter H and I (“IBC”), is hereby adopted by reference as the Town of Johnstown Building Code to have the same force and effect as if fully set forth herein.

**Sec. 18-13. Amendments.**

The International Building Code, 2018 Edition, adopted herein is hereby modified with the following additions, deletions, insertions and changes as follows:

(1) IBC Section 101.1 (Title) is amended by the addition of the term “Town of Johnstown” where indicated.

(2) IBC Section 101.4.3 (Plumbing) is amended by the deletion of the last sentence.

(3) IBC Section 101.4.5 (Fire prevention) is amended by replacing “International Fire Code” with “adopted fire code.”

(4) IBC Section 101.4.6 (Energy) is amended by replacing the words “International Energy Conservation Code” with “2012 International Energy Conservation Code.”

(5) IBC Section 105.1 (Required) is amended by replacing the words “building official” with “Town.”

(6) IBC Section 105.2 (Work exempt from permit) is amended by:

Building Exception #1 is deleted in its entirety and replaced with “One-Story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet and the roof height does not exceed 10 feet above grade measured from a point directly outside the exterior walls of the structure.”

Building Exception #14 is added to read “Shingle repair or replacement work not exceeding one square (100 square feet in area) of covering per building.”

(7) IBC Section 105.5 (Expiration) is amended by the deletion of this section in its entirety and replaced with the following:

“Every permit issued by the building official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be one half the amount of the original permit fee, exclusive of any taxes or other fees already accessed, provided no changes have been made or will be made in the original plans and specifications for such work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.”

(8) IBC Section 109.4 (Work commencing before permit issuance) is amended by the deletion of this section in its entirety and replaced with the following:

“Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits may be subject to an investigation fee established by the Town. The amount of the investigation fee may be in the amount up to the amount of the permit fee that would normally be accessed for the specific type of construction activity, with any such investigation fee being in addition to all other required permit fees. The investigation fee shall be collected whether or not a permit is then subsequently issued.”

(9) Section 109.6 (Refunds) is amended by the deletion of this section in its entirety and replaced with the following:

“The Town may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The Town may authorize refunding of not more than 80 percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this code. The Town may authorize refunding of not more than 80 percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done. The Town shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.”

(10) IBC Section 111.3 (Temporary occupancy) is amended by deleting the words “building official” in the first and second sentence and replacing it with “Town.”

(11) IBC Section 113.1 (General) is amended by the deletion of the last two sentences and replaced with the following:

“The members of the Council of Appeals shall be comprised of the members of the Town Council.”

(12) IBC Section 113.3 (Qualifications) is amended by the deletion of this section in its entirety.

(13) IBC Section 114.2 (Notice of Violation) is amended by the addition of “Notice of Violations shall be delivered in accordance with section 107 of the IPMC” after the last paragraph.

(14) IBC Section 202 (Definitions) is amended by addition of the following:

“Sleeping Room” (Bedroom) is any enclosed habitable space within a dwelling unit, which complies with the minimum room dimension requirements of IBC Section 1208 and contains a closet, an area that is useable as a closet, or an area that is readily convertible for use as a closet. Living rooms, family rooms and other similar habitable areas that are so situated and designed so as to clearly indicate these intended uses, shall not be interpreted as sleeping rooms.”

(15) IBC Section 915.2.1 (Dwelling units) is amended by the deletion of the first sentence and replaced with the following:

“Carbon monoxide detection shall be installed in dwelling units within 15 feet of each separate sleeping area and on every level.”

(16) IBM Section 1015.2 (Where required) is amended by the addition of a second paragraph inserted before the exceptions as follows:

“All area wells, stair wells, window wells and light wells attached to any building that are located less than 36 inches (914.4 mm) from the nearest intended walking surface and deeper than 30 inches (762 mm) below the surrounding ground level, creating an opening greater than 24 inches (610 mm) measured perpendicular from the building, shall be protected with guardrails conforming to this section around the entire opening, or be provided with an equivalent barrier.”

(17) IBC Section 1020.1 (Table 1020.1 Corridor Fire-Resistance Rating) is amended to replace the corridor rating for R Occupancies with a sprinkler system from 0.5 to 1- Hour fire rating.

(18) IBC Section 1030.2. (Minimum size) is amended by the deletion of the exception.

(19) IBC Section 1301.1.1 (Criteria) is amended by replacing “International Energy Conservation Code” with the “2012 International Energy Conservation Code.”

(20) IBM Section 1612.3 (Establishment of flood hazard areas) is amended by the insertion of “Town of Johnstown” where indicated in [Name of Jurisdiction] and the date of the latest flood insurance study for the Town of Johnstown, where indicated in [Date of Issuance].

**Section 3. Article III of Chapter 18.** Sections 18-21 and 18-23 of Article III of Chapter 18 of the Johnstown Municipal Code are hereby amended in full to read as follows:

**Sec. 18-21. International Mechanical Code.**

Pursuant to Title 31, Article 16, Part 2, C.R.S., the International Mechanical Code, 2018 Edition, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 15 inclusive (“IMC”), is hereby adopted by reference as the Town of Johnstown Mechanical Code to have the same force and effect as if fully set forth herein.

**Sec. 18-23. Amendments.**

The International Mechanical Code, 2018 Edition, adopted herein is hereby modified with the following additions, deletions, insertions and changes as follows:

(1) IMC Section 101.1 (Title) is amended by the addition of the term “Town of Johnstown” where indicated.

**Section 4. Article IV of Chapter 18.** Sections 18-31 and 18-33 of Article IV of Chapter 18 of the Johnstown Municipal Code are hereby amended in full to read as follows:

**Sec. 18-31. International Plumbing Code.**

Pursuant to Title 31, Article 16, Part 2, C.R.S., the International Plumbing Code, 2018 Edition, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 13 inclusive (“IPC”), is hereby adopted by reference as the Town of Johnstown Plumbing Code to have the same force and effect as if fully set forth herein.

**Sec. 18-33. Amendments.**

The International Plumbing Code, 2018 Edition, adopted herein is hereby modified with the following additions, deletions, insertions and changes as follows:

(1) IPC Section 101.1 (Title) is amended by the addition of the term “Town of Johnstown” where indicated.

(2) IPC Section 305.4.1 (Sewer depth) IPC Section 305.4.1 (Sewer depth) is amended by filling in both areas where indicated to read “12 inches (305 mm).”

(3) IPC Section 312.3 (Drainage and vent air test) is amended by deletion of the first sentence.

(4) IPC Section 903.1 (Roof extension) is amended by inserting the number “12” (152.4 mm) where indicated in the second sentence.

**Section 5. Article V of Chapter 18.** Sections 18-41 and 18-43 of Article V of Chapter 18 of the Johnstown Municipal Code are hereby amended in full to read as follows:

**Sec 18-41. International Energy Conservation Code.**

Pursuant to Title 31, Article 16, Part 2, C.R.S., the International Energy Conservation Code, 2012 Edition, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 5 inclusive (“IECC”), is hereby adopted by reference as the Town of Johnstown Energy Conservation Code to have the same force and effect as if fully set forth herein.

**Sec 18-43. Amendments.**

The International Energy Conservation Code, 2012 Edition, adopted herein is hereby modified with the following additions, deletions, insertions and changes as follows:

(1) IECC Section C101.1 (Title) is amended by the addition of the term “Town of Johnstown” where indicated.

(2) IECC Section 101.5.1 (Low energy buildings) is amended by adding Exception #3 to read as follows:

“Commercial structures that lack one or more of the basic amenities or utilities required for year-round occupancy or use such as a permanent heating system, insulation, and/or year-round usable plumbing.”

(3) IECC Section 109.1 (General) is amended by the deletion of the last three sentences and replaced with the following:

“The members of the Council of Appeals shall be comprised of the members of the Town Council.”

(4) IECC Section 109.3 (Qualifications) is amended by the deletion of this section in its entirety.

(5) IECC Section R402.4.1.2 (Testing) is amended by the deletion of this section in its entirety.

**Section 6. Article VI of Chapter 18.** Sections 18-51 and 18-53 of Article VI of Chapter 18 of the Johnstown Municipal Code are hereby amended in full to read as follows:

**Sec. 18-51. International Fuel Gas Code.**

Pursuant to Title 31, Article 16, Part 2, C.R.S., the International Fuel Gas Code, 2018 Edition, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 8 inclusive (“IFGC”), is hereby adopted by reference as the Town of Johnstown Fuel Gas Code to have the same force and effect as if fully set forth herein.

**Sec. 18-53. Amendments.**

The International Fuel Gas Code, 2018 Edition, adopted herein is hereby modified with the following additions, deletions, insertions and changes as follows:

(1) IFGC Section 101.1 (Title) is amended by the addition of the term “Town of Johnstown” where indicated.

(2) IFGC Section 404.12 (Minimal burial depth) is amended by the addition of the following: “All plastic fuel gas piping shall be installed a minimum of 18 inches (457 mm) below grade.”

(3) IFGC Section 406.4.1 (Test pressure) is amended by changing the requirement of “3 psig” with “10 psig.”

**Section 7.** Article VII of Chapter 18. Sections 18-61 and 18-63 of Article VII of Chapter 18 of the Johnstown Municipal Code are hereby amended in full to read as follows:

**Sec. 18-61. International Fire Code.**

Pursuant to Title 31, Article 16, Part 2, C.R.S., the International Fire Code, 2018 Edition, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 80 inclusive and the Appendices (“IFC”), is hereby adopted by reference as the Town of Johnstown Fire Code to have the same force and effect as if fully set forth herein.

**Sec. 18-63 Amendments.**

The International Fire Code, 2018 Edition, adopted herein is hereby modified and amended with the following additions, deletions, insertions and changes as follows:

(1) IFC Section 101.1 Title. These regulations shall be known as the Fire Code of the Town of Johnstown, hereinafter referred to as “this code.”

(2) IFC Section 105.6.16 Flammable and combustible liquids.

2. To store, handle or use Class I liquids in excess of 10 gallons in a building or in excess of 50 gallons outside of a building, except that a permit is not required for the following:

3. To store, handle or use Class II or Class IIIA liquids in excess of 50 gallons in a building or in excess of 249 gallons outside a building, except for fuel oil used in connection with oil-burning equipment.

(3) IFC Section 105.6.30 Mobile food preparation vehicles. A permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors. Businesses shall be required to comply with Annex B of NFPA 96 (2017): Standard of Ventilation Control and Fire Protection of Commercial Cooking Operations, as well as specific policies approved by the fire code official.

(4) IFC Section 105.6.36 Outdoor assembly event. An operational permit is required to conduct an outdoor assembly event where planned attendance exceeds 1000 persons, or where the event includes *high-risk activities* as defined in Chapter 2 of this code.

(5) IFC 105.6.43 Temporary membrane structures and tents. An operational permit is required to operate an air-supported temporary membrane structure or a tent having an area in excess of 700 square feet.

(6) IFC 105.6.51 Marijuana and/or hemp establishments or businesses. Businesses or establishments that sell, grow, or process marijuana or hemp, or businesses or establishments that perform extractions of marijuana or hemp, shall be required to comply with Chapter 38 of NFPA 1: Fire Code (2018 edition), as well as specific policies approved by the fire code official and the local government with jurisdiction, to include obtaining the required permit(s) for the operations of said business or establishment.

(7) IFC 106.2 Schedule of permit fees. Fees for any permits, inspections, and/or services authorized by this code shall be assessed in accordance with the fee schedule established by the Front Range Fire Rescue Fire Protection District Board or the Loveland Rural Fire Protection District Board.

(8) IFC 109.1 Board of appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the Town of Johnstown governing body, shall hold office at its pleasure, and shall be comprised of the members of the Board of Adjustments. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the fire code official.

(9) IFC Section 109.3 is hereby deleted in its entirety.

(10) IFC 110.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, and upon conviction shall be subject to the penalties, costs and orders as provided by \$100. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(11) IFC 112.4 Failure to comply. Any person who shall continue to work after having been issued a stop work order subject to the adopting of the 2018 IFC, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of \$500.

(12) IFC Section 114 Reporting of Emergencies and False Alarms.

(1) 114.1 General. Reporting of fires and hazardous materials releases shall be in accordance with Section 114.

(2) 114.2 Reporting emergencies. In the event a fire occurs or the discovery of a fire, smoke or unauthorized release of flammable, combustible or hazardous materials on any property occurs, the owner, owner's authorized representative or occupant shall without delay report such condition to the fire department.

(3) 114.3 False alarms. False alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

(13) IFC Section 202 General Definitions is hereby amended by the following additions:

- (1) BOARD. Where the term "Board" is used, it shall be held to mean the Board of Directors of the fire protection district with jurisdiction.
- (2) BOARD OF APPEALS. Wherever the term "Board of Appeals" is used, it shall refer to the Town of Johnstown Board of Adjustments, as established and amended in the Town of Johnstown Municipal Code.
- (3) DISTRICT. Wherever the word "District" is used, it shall be held to mean the fire protection district with jurisdiction.
- (4) HIGH-RISK ACTIVITIES. Special events shall be deemed to be "high-risk activities" if they include the following proposed activities: display of fireworks, high-speed operation of motor vehicles, mobile food vendors, parades, races, temporary road closures, inflatable attractions, or public alcohol sales and/or consumption.
- (5) JURISDICTION. Wherever the word "Jurisdiction" is used it shall be held to mean to the inclusive boundaries of the fire protection district.
- (6) RURAL FIRE FLOW AREA. The geographic area as determined by the fire code official that traditionally has had limited fire flow.
- (7) URBAN FIRE FLOW AREA. The geographic area as determined by the fire code official that traditionally has had adequate fire flow.

(14) IFC 307.1.1 Prohibited open burning. Open burning shall be prohibited when atmospheric conditions or local circumstances make such fire hazardous. Open burning shall be specifically prohibited during active Red Flag Warnings.

**Exceptions:**

1. Prescribed burning for the purpose of reducing the impact of wildland fire when authorized by the fire code official.

2. Agricultural burning that is approved by *the fire code official* and is conducted in accordance with Colorado Air Quality Control Commission Regulation Number 9 (5 CCR 1001-11).

(15) IFC 307.2 Permit required. A permit shall be obtained from the County health department of jurisdiction in accordance with Section 105.6.32 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, or prevention or control of disease or pests. Application for such approval shall only be presented by and permits issued to the owner of the land, or the owner's designated agent, on which the fire is to be kindled.

(16) IFC 308.1.6.3 Sky lanterns. The use, lighting, tethering or release of sky lanterns is prohibited.

(17) IFC 311.5 Placards. The fire code official is authorized to require any vacant or

abandoned buildings or structures determined to be unsafe pursuant to Section 110 of this code relating to structural or interior hazards to be marked as required by Sections 311.5.1 through Section 311.5.5.

(18) IFC 503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Section 503.1 through 503.6 and Appendix D “Fire Apparatus Access Roads.”

(19) *IFC 503.1.1 Exception 1.1* If the building is equipped throughout with an approved automatic sprinkler system installed in accordance with 903.3.1.1, 903.3.1.2 or 903.3.1.3, the dimension is allowed to increase to 300 feet.

(20) IFC 503.1.2 Additional access. A minimum of two approved fire apparatus access roads shall be provided to each new residential development or new commercial or multi-family building within the jurisdiction. If multiple fire apparatus access roadways cannot be provided, all occupiable structures that are located more than 660 feet from the last roadway providing access from two directions, as measured from the centerline of this last roadway, shall be protected with an approved automatic fire sprinkler system.

Exception: Where all occupiable structures beyond 660 feet (201 m) of the centerline of the last roadway providing access to the dead-end road are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.3, access from two directions shall not be required.

(21) IFC 503.1.2.1 Access to buildings. A minimum of two approved fire apparatus access drives shall be provided to each building or portion of building hereafter constructed or moved into the jurisdiction.

Exception: One- and two-family dwellings.

(22) IFC 503.1.3 Limited access. The fire code official is authorized to modify the fire apparatus access requirements due to existing waterways, topography, hazards or other factors.

(23) IFC 503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Section 503 and Appendix D “Fire Apparatus Access Roads.”

(24) IFC 503.2.5 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.

(25) IFC 503.2.7. Grade. Fire apparatus access roads shall not exceed 10 percent in grade.

Exception: Grades steeper than 10 percent as approved by the fire code official.

(26) IFC 503.2.8 Angles of approach and departure. Grade changes upon a fire apparatus access road or when entering or exiting from or to a fire apparatus access road, shall not exceed a 10 percent angle of approach or angle of departure.

(27) IFC 505.1 Address identification. New and existing buildings or facilities shall be provided with *approved* address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numerals shall be Arabic numbers and street names, if required

to be installed with the numerals, shall be alphabet letters. Numbers shall not be spelled out with alphabet letters. Address identification shall be maintained.

- 505.1.1.1 Addresses shall be assigned by the governmental entity having jurisdiction and shall comply with the Town of Johnstown Addressing System as well as the addressing standards of the county in which the property is located. At no time shall any new street be assigned the same name as, or one substantially similar to, any existing street name in the fire district providing primary emergency response.
- 505.1.1.2 The approved address numerals shall be visible from the street fronting the property, and posted on a contrasting background. Bronze or brass numerals shall not be posted on a brick background.
- 505.1.1.3 The address numerals for any commercial or industrial buildings shall be placed at a height to be clearly visible from the street. Where required by the fire code official, address identification shall be provided in additional, approved locations to facilitate emergency response.
- 505.1.1.4 Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure.
- 505.1.1.5 Commercial or multiple-family buildings shall have numerals with a minimum height of six inches and stroke width of one-half inch. Buildings three or more stories in height or with a total floor area of 15,000 to 50,000 square feet, shall have numerals with a minimum eight-inch height and stroke width of one inch. Buildings with a total floor area of 50,000 square feet or greater shall have numerals with a minimum height of 12 inches and stroke width of 1.5 inches.
- 505.1.1.6 Residential buildings that contain no more than two dwelling units shall have a minimum four-inch high numerals, with a minimum stroke width of one-half inch.
- 505.1.1.7 Individual suite or unit addresses shall be displayed with minimum four-inch high numerals, with a minimum stroke width of one-half inch.
- 505.1.1.8 Monument signs shall not be used in lieu of address numerals on the building.
- 505.1.1.9 Buildings with multiple suites, apartments or units shall have the individual suites, apartments or units provided with individual identification numbers in an approved, sequential order. Suites, apartments or units located on the first floor shall be identified by numbers within the 100 or 1000 range or series; Suites, apartments or units located on the second floor shall be identified by numbers within the 200 or 2000 range or series; Suites, apartments or units located on the third floor units shall be identified by numbers within the 300 or 3000 range or series. Higher floors shall follow this same numbering scheme. Floors below grade shall be identified with numerals within the 0100 range on the first floor

below grade and 0200 on the second floor below grade; lower floors shall follow the same numbering pattern.

- 505.1.1.10 Buildings, either individually or part of a multi-building complex, that have emergency access lanes on sides other than on the addressed street side, may be required to have the address numerals and street name on each side that fronts the fire lane(s).
- 505.1.1.11 Buildings that are addressed on one street, but are accessible from an adjoining street, may be required to affix the address numerals and street name on each side that is adjacent to the other street(s).
- 505.1.1.12 Approved signage shall be provided in conspicuous locations on or within buildings to provide clear direction to locate any suite, apartment or unit within the building.
- 505.1.1.13 Multiple-building complexes shall be provided with approved signage as needed to direct first responders to individual buildings.

(28) IFC 507.3 Fire flow. Fire flow requirements for buildings or portions of buildings and facilities shall be determined in accordance with Appendix B of this code.

(29) IFC 507.5.1.1 Hydrant for fire department connections. Buildings equipped with a fire department connection shall have a fire hydrant located within 150 feet of the fire department connection, using an approved route without obstacles. The hydrant and fire department connection shall be on the same side of the fire apparatus access road or parking lot drive aisle, unless otherwise approved by the fire code official.

Exception: The distance shall be permitted to exceed 150 feet where approved by the fire code official.

(30) IFC 509.1.2 Utility disconnect. The fire code official is authorized to approve utility disconnect locations.

(31) IFC 901.1. Scope. The provisions of this chapter shall specify where fire protection and life safety systems are required and shall apply to the design, installation, inspection, operation, testing and maintenance of all fire protection systems. Where requirements of this code and the International Building Code are in conflict, the more restrictive shall apply.

(31) IFC 903.2.8.4.5. Dead-end roadways. An approved automatic fire-sprinkler system shall be installed in all Group R occupancies, including one- and two-family residences and townhomes, when the structure is located beyond 660 feet of the entrance to a dead-end roadway, as measured from the centerline of the last roadway providing access to the dead-end road.

(32) IFC Section 903.2.9 Condition #6 - A Group S-1 fire area exceeds 5,000 square feet (464.5 m<sup>2</sup>) for self-storage buildings or structures.

(33) IFC 903.4.3 Control Valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor in all multi-story structures and to each individual tenant space in multi-tenant structures.

(34) IFC 907.5.2 Alarm notification appliances. Alarm notification appliances shall provide full occupant notification throughout the entire building or structure, and shall be designed and installed in accordance with NFPA 72. Alarm notification appliances shall be listed for their purpose.

(35) IFC 3103.2 Approval Required. Tents, canopies and membrane structures in excess of 700 square feet in size shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the fire code official.

(36) IFC 3106.4.1.1 Standby emergency medical services. Public assembly events with an anticipated attendance of 350 persons or more shall require the standby services of at least one (1) basic life support ambulance staffed with at least two (2) EMT-Basics. Public assembly events with an anticipated attendance of more than 1,000 persons shall require the standby services of at least one (1) advanced life support ambulance staffed with at least one (1) EMT-Paramedic and one (1) EMT-Basic. The fire code official is authorized to grant exceptions and/or alternate plans for the provision of standby emergency medical services.

(37) IFC 5001.1 Scope Exception #10: The production, processing and/or storage of distilled spirits and wines in wooden barrels and casks when the building or facility is in conformance with "Recommended Fire Protection Practices for Distilled Spirits Beverage Facilities" as published by the Distilled Spirits Council of the United States (DISCUS).

(38) IFC 5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited unless permitted by state or local laws.

(39) *IFC 5601.1.3, Exception 4:* The possession, storage, sale, handling and use of *permissible fireworks* in accordance with state statute and local municipal codes.

(40) IFC 5601.2.2 Sale and retail display. Persons shall not construct a retail display nor offer for sale explosives, explosive materials or fireworks on highways, sidewalks, public property or in any permanent building.

(41) *IFC 5602 Definitions - Permissible Fireworks.* As defined in Colorado Revised Statutes, 12-28-101 § CRS.

(42) *IFC 5610 Permissible fireworks.* Permissible fireworks shall be possessed, stored, sold, handled and used in accordance with this section and with state and local laws.

(43) IFC 5610.1 General. Permissible fireworks use shall be as detailed in this section and in accordance with state and local laws.

(44) IFC 5610.2 Use of fireworks. The use of permissible fireworks shall be in accordance with Sections 5610.2.1 through 5610.2.4.

(45) IFC 5610.2.1 It shall be unlawful for any person to possess, store, offer for sale, expose for sale, sell at retail, use, or discharge any fireworks, other than permissible fireworks.

(46) IFC 5610.2.2 It shall be unlawful for any person to knowingly furnish to any person under 16 years of age, by gift, sale, or any other means, any fireworks, including permissible fireworks.

(47) IFC 5610.2.3 It shall be unlawful for any person under 16 years of age to purchase fireworks, including permissible fireworks.

(48) IFC 5610.2.4 It shall not be unlawful for a person under 16 years of age to possess and discharge permissible fireworks if such person is under adult supervision throughout the act of possession and discharge.

(50) IFC 5701.2 Non-applicability Exception #10: The production, processing and/or storage of distilled spirits and wines in wooden barrels and casks when the building or facility is conformance with "Recommended Fire Protection Practices for Distilled Spirits Beverage Facilities" as published by the Distilled Spirits Council of the United States (DISCUS).

(51) IFC 5704.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited within the limits established by law as addressed by ordinance and/or zoning regulation adopted by the local government with jurisdiction.

(52) IFC 5704.2.14.1 Removal Exception #7: Removal of above-ground and underground tanks shall be in accordance with federal, state and local regulations.

(53) IFC 5704.3.3 Indoor storage. Exception #2:2. The production, processing and/or storage of distilled spirits and wines in wooden barrels and casks when the building or facility is conformance with "Recommended Fire Protection Practices for Distilled Spirits Beverage Facilities" as published by the Distilled Spirits Council of the United States (DISCUS).

(54) IFC 5706.2.4. Permanent and temporary tanks. The capacity of permanent above-ground tanks containing Class I or Class II liquids shall not exceed 500 gallons, and the capacity of temporary above-ground tanks containing Class I or Class II liquids shall not exceed 2,000 gallons, unless larger amounts are approved in writing by the fire code official. Tanks shall be of single-compartment design. (Exception is deleted)

(55) IFC 5706.2.4.4 Locations where above-ground tanks are prohibited. Storage of Class I and Class II liquids in above-ground or underground tanks outside of buildings is prohibited within the limits established by ordinance and/or zoning regulation adopted by the local government with jurisdiction.

(56) IFC 5706.3.9 Portable fire extinguishers. Portable fire extinguishers shall be located throughout the site in locations approved by the fire code official.

(57) IFC 5706.3.10 Identification of hazards. All hazardous materials tanks or containers shall be appropriately labeled in accordance with NFPA 704, or other standard as approved by the fire code official. All hazard markings shall be maintained by the operator.

(58) IFC 5706.3.11 Access roads. All access roads to well drilling and operating facilities shall comply with Section 505.1 and Appendix D of this code.

(59) IFC 5706.3.12 Facility security. All fences and gates installed to provide facility security shall comply with Section 503.6 of this code. The fire code official may require a Knox Box, Knox switch, or Knox padlock to be installed by the operator to provide fire department access to the site.

(60) IFC 5706.3.13 Safety regulations. All oil and gas locations shall comply with all Colorado Oil and Gas Conservation Commission (COGCC) rules. COGCC Rule 600 shall be specifically addressed for all site safety requirements.

(61) IFC 5806.2 Limitations. Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the limits established by ordinance and/or zoning regulation adopted by the local government with jurisdiction.

(62) IFC 6104.2 Maximum capacity within established limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed the limits established by ordinance and/or zoning regulation adopted by the local government with jurisdiction.

Exception: In particular installations, this capacity limit shall be determined by the fire code official, after consideration of special features such as topographical conditions, nature of occupancy, and proximity to buildings, capacity of proposed LP-gas containers, degree of fire protection to be provided and capabilities of the local fire department. These provisions shall not be interpreted so as to conflict with the provisions of Colorado Revised Statutes Title 8, Article 20 or Title 34 as amended. In the event of any conflict, the more restrictive provision shall prevail.

(63) IFC Chapter 80 Referenced standards:

COGCC Colorado Oil and Gas Conservation Commission  
1120 Lincoln Street, suite 801  
Denver, CO 80203  
Rule 600: Safety Regulations  
Referenced in Section 5706.3.13

DISCUS Distilled Spirits Council of the United States  
1250 Eye Street, NW suite 400  
Washington, DC 20005

Recommended Fire Protection Practices for Distilled Spirits Beverage  
Facilities, 3<sup>rd</sup> edition, June 2005  
Referenced in Sections 5001.1, 5701.2, 5704.3.3

NFPA National Fire Protection Association  
1 Batterymarch Park  
Quincy, MA 02169-7471

NFPA 1-18: Fire Code, Chapter 38: Marijuana Growing, Processing, or  
Extraction Facilities

Referenced in Subsection 105.6.51

NFPA 96-17: Standard for Ventilation Control and Fire Protection in Commercial Cooking Operations, Annex B

Referenced in Subsection 105.6.30.

- (64) IFC APPENDIX B: Fire-Flow Requirements for Buildings is adopted with changes
  - (1) Table B105.2, Footnote a. The reduced fire flow shall be not less than 1,500 gallons per minute
- (65) IFC APPENDIX C: Fire Hydrant Locations and Distribution is adopted with changes
  - (1) C101.1 Scope. In addition to the requirements of Section 507.5.1, fire hydrants shall be provided in accordance with this appendix for the protection of buildings, or portions of buildings, hereafter constructed or moved into the jurisdiction. The fire code official is authorized to modify the location, number and distribution of fire hydrants based on site-specific constraints and hazards.
  - (2) Table C102.1 is hereby amended by renaming it Table C102.1 Required Number of Fire Hydrants and deleting columns Average Spacing Between Hydrants and Maximum Distance from any Point on a Street or Road Frontage to a Hydrant, and deleting all footnotes.
  - (3) Table C103.1 Required Spacing of Hydrants and associated footnotes:

TABLE C103.1

REQUIRED SPACING OF HYDRANTS

APPLICATION	SPACING BETWEEN HYDRANTS (feet) <sup>a,b</sup>	MAXIMUM DISTANCE FROM THE CLOSEST POINT ON A BUILDING TO A HYDRANT (feet)
Buildings other than one- and two-family dwellings, Group R-3 and R-4, and townhouses	350	400 <sup>c</sup>
Urban One - and Two-Family Dwellings, Group R-3 and R-4, and townhouses	600	600

Rural One- and Two-Family Dwellings, Group R-3 and R-4, and townhouses	1,000	1,000
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- a. Where streets are provided with median dividers that cannot be crossed by fire fighters pulling hose lines, or are arterial streets, hydrant spacing shall average 350 feet on each side of the street and be arranged on an alternating basis.
- b. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide for transportation hazards.
- c. For buildings equipped with a fire department connection, see Section 507.5.1.1.

(4) C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with Sections C103.2 and C103.3.

(5) C103.2 Spacing between hydrants. The spacing between fire hydrants shall be in accordance with Table C103.1. (Exception deleted).

(6) C103.3 Spacing from hydrants to a building. The maximum spacing from fire hydrants to a structure shall be in accordance with Table C103.1

(7) C105 Referenced Standard is deleted in its entirety.

(66) IFC APPENDIX D: Fire Apparatus Access Roads is adopted with changes:

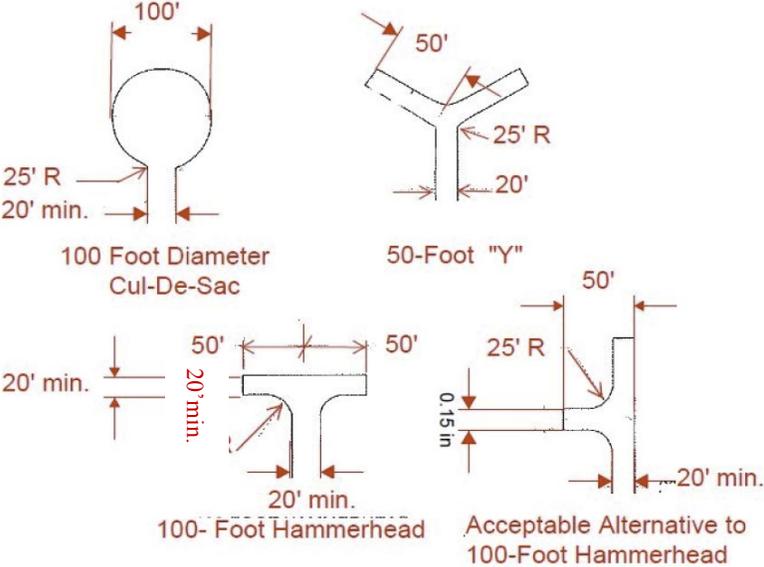
(1) D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road capable of supporting the imposed load of fire apparatus weighing at least 80,000 pounds (36,287 kg).

(2) D102.2 Roadway surface. All access roadways must be all-weather driving surfaces capable of supporting fire apparatus. Surfaces shall be asphalt or concrete and maintained in a usable condition at all times. Compacted road base or other all-weather surfaces engineered and capable of supporting the imposed loads may be approved for outdoor vehicle storage, ground-mounted solar installations, cell towers and similar isolated facilities and structures when approved by the fire code official.

(3) D102.2.1 Access during construction. Compacted road base, chip or other all-weather surfaces shall be used only for temporary emergency access. All required access roads must be installed and serviceable before aboveground construction begins. Temporary

access shall be available as long as the site is under construction. Thereafter, permanent fire lanes conforming with D102.1 and D102.2 shall be accessible and unobstructed at all times.

(4) Table D103.1 is hereby amended to read as follows:



(5) Table D103.4:

TABLE 103.4  
REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151 and longer	20	100-foot hammerhead, 100-foot cul-de-sac in accordance with Figure D103.1

(6) Section D103.3 is hereby amended to read as follows:

(7) D103.3 Turning radius. The minimum turning radii shall be 25 feet inside radius and 50 feet outside radius.

(8) D103.5 Exception: Private driveways serving one (1) single-family residence.

(9) D103.6 Signs. Where required by the fire code official, fire apparatus access roads

shall be marked with permanent NO PARKING – FIRE LANE signs complying with Chapter 2B of the Manual on Uniform Traffic Control Devices. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

(10) Figure D103.6 Fire Lane Signs is deleted.

(11) D104.1 Multiple access. A minimum of two approved fire-apparatus access roads shall be provided to each developed lot within the jurisdiction. If multiple fire apparatus access roadways cannot be provided and the single, dead-end roadway is in excess of 660 feet in length, as measured from the centerline of the last roadway providing access to the dead-end road, all occupiable structures located beyond 660 feet shall be protected with an approved automatic fire sprinkler system.

Exception: Where all occupiable structures beyond 660 feet (201 m) of the centerline of the last roadway providing access to the dead-end road are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.3, access from two directions shall not be required.

(12) D104.2 Access to buildings. A minimum of two approved fire-apparatus access drives shall be provided to each building or portion of building hereafter constructed or moved into the jurisdiction.

Exception: One- and two-family dwellings.

(13) D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses. If all structures are protected by an approved automatic fire-sprinkler system, the access roadways may be placed a distance apart equal to not less than one-third the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line.

(14) D106 is hereby deleted.

(15) D107 is hereby deleted in its entirety.

(16) D108 is hereby deleted in its entirety.

(67) IFC APPENDIX E: Hazard Categories is adopted.

(68) IFC APPENDIX F: Hazard Ranking is adopted.

(69) IFC APPENDIX G: Cryogenic Fluids – Weight and Volume Equivalentents is adopted in its entirety.

(70) IFC APPENDIX H: Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions is adopted.

(71) IFC APPENDIX I: Fire Protection Systems – Noncompliant Conditions is adopted in its entirety.

**Section 8.** Article VIII of Chapter 18. Article VIII of Chapter 18 of the Johnstown Municipal Code shall be omitted and replaced in full with the following:

**ARTICLE VIII. International Property Maintenance Code.**

**Sec. 18-71. International Property Maintenance Code.**

Pursuant to Title 31, Article 16, Part 2, C.R.S., the International Property Maintenance Code, 2018 Edition, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 8 inclusive (“IPMC”), is hereby adopted by reference as the Town of Johnstown Property Maintenance Code to have the same force and effect as if fully set forth.

**Sec. 18-72. Application of Regulations.**

Where, in any specific case, different sections of this Code, the zoning code or other ordinances of the Town specify different materials, methods of construction or other requirements, the most restrictive shall govern.

**Sec. 18-73. Amendments.**

The International Property Maintenance Code, 2018 Edition, adopted herein is hereby modified with the following additions, deletions, insertions and changes as follows:

(1) IPMC Section 101.1 (Title) is amended by the addition of the term “Town of Johnstown” where indicated.

(2) IPMC Section 102.3 (Application of Other Codes) is amended by the deletion of the section and is replaced with the following:

“Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the current adopted building and zoning codes.”

(3) IPMC Section 103.5 (Fees) is amended by the deletion of the section and is replaced with the following:

“Costs incurred in the performance of work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises or owner’s authorized agent where the unsafe structure is or was located for the recovery of such costs.”

(4) IPMC Section 111.2 (Membership of Council) is amended by the deletion this section in its entirety and replaced with the following:

“The members of the Council of Appeals shall be comprised of the members of the Town Council.”

- (5) IPMC Section 111.2.1 (Alternate Members) is amended by the deletion of this section in its entirety.
- (6) IPMC Section 111.2.2 (Chairman) is amended by the deletion of this section in its entirety.
- (7) IPMC Section 111.2.3 (Disqualification of member) is amended by the deletion of this section in its entirety.
- (8) IPMC Section 111.2.4 (Secretary) is amended by the deletion of this section in its entirety.
- (9) IPMC Section 111.2.5 (Compensation of members) is amended by the deletion of this section in its entirety.
- (10) IPMC Section 111.3 (Notice of Meeting) is amended by the deletion of this section in its entirety.
- (11) IPMC Section 111.4 (Open Hearing) is amended by the deletion of this section in its entirety.
- (12) IPMC Section 302.3 (Sidewalks and Driveways) is amended by the deletion of this section in its entirety.
- (13) IPMC Section 302.4 (Weeds) is amended by the deletion of this section in its entirety.
- (14) IPMC Section 302.8 (Motor Vehicles) is amended by the deletion of this section in its entirety.
- (15) IPMC Section 304.14 (Insect Screens) is amended by the deletion of this section in its entirety.
- (16) IPMC Section 308 (Rubbish and Garbage) is amended by the deletion of this section in its entirety.
- (17) IPMC Section 309 (Pest Elimination) is amended by the deletion of this section in its entirety.
- (18) IPMC Section 604.2 (Service) is amended by replacing “NFPA 70” with “Electrical Code adopted by the State of Colorado.”

**Section 9.** Article IX of Chapter 18. Sections 18-81 and 18-83 of Article IX of Chapter 18 of the Johnstown Municipal Code are hereby amended in full to read as follows:

**Sec. 18-81. National Electrical Code.**

Pursuant to Title 31, Article, 16, Part 2, C.R.S., the National Fire Protection Association standard number 70, hereafter known as the National Electrical Code, published by the National Fire Protection Association, 1 Batterymarch Park, Quincy, Massachusetts, 02169-7471, is hereby adopted by reference as the Town of Johnstown Electrical Code as if fully set forth herein. The effective edition of the Town of Johnstown Electrical Code shall be the National Electrical Code, 2017 Edition. The effective edition shall be replaced by subsequent edition(s) of the National Electrical Code adopted by the State of Colorado Electrical Council, Division of Professions and Occupations, Department of Regulatory Agencies, 1560 Broadway, Suite 1350, Denver, Colorado, 80202, and such subsequent editions shall be effective one year after the State of Colorado Electrical Council, Division of Professions and Occupations, Department of Regulatory Agencies adopts such edition.

**Sec. 18-83. Amendments.**

The National Electrical Code adopted herein is hereby amended as follows:

(1) The electrical permit fees for each permit shall be as established from time to time by resolution of the Council of Trustees and set forth in the Town fee schedule maintained by the building officials for such purposes.

**Section 10.** Article X of Chapter 18 (Old Version). Article X of Chapter 18 of the Johnstown Municipal Code shall be moved and re-numbered to Article XII and the Sections therein shall be re-numbered and re-titled to read “Section 18-111. Violation” and “Section 18-112. Penalty,” and shall provide that Sections 18-113 - 18-120 are reserved for future use.

**Section 11.** Article X of Chapter 18 (New Version). A revised version of Article X of Chapter 18 of the Johnstown Municipal Code shall be added to the Johnstown Municipal Code and shall read as follows:

**ARTICLE X. International Existing Building Code.**

**Sec. 18-91. International Existing Building Code.**

Pursuant to Title 31, Article, 16, Part 2, C.R.S., the International Existing Building Code, 2018 Edition, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 16 inclusive (“IEBC”), is hereby adopted by reference as the Town of Johnstown Existing Building Code as if fully set forth herein.

**Sec. 18-92. Application of Regulations.**

Where, in any specific case, different sections of this Code, the zoning code or other ordinances of the Town specify different materials, methods of construction or other requirements, the most restrictive shall govern.

**Sec. 18-93. Amendments.**

The International Existing Building Code, 2018 Edition, adopted herein is hereby modified with the following additions, deletions, insertions and changes as follows:

(1) International Existing Building Code is amended by replacing all references to “International Fire Code” with “Adopted Fire Code.”

(2) IEBC Section 101.1 (Title) is amended by the addition of the term “Town of Johnstown” where indicated.

(3) IEBC Section 1401.2 (Conformance) is amended by the deletion of this section in its entirety and replaced with the following:

“Structures moved into or within the jurisdiction shall comply with the provision of this code for new structures.”

**Section 12.** Article XI of Chapter 18 (Old Version). Article XI of Chapter 18 of the Johnstown Municipal Code shall be moved and re-numbered to Article XIII and the Section therein shall be re-numbered and re-titled to read “Section 18-121. Fees and charges” and shall provide that Sections 18-122 - 18-130 are reserved for future use.

**Section 13.** Article XI of Chapter 18 (New Version). A revised version of Article XI of Chapter 18 of the Johnstown Municipal Code shall be added to the Johnstown Municipal Code and shall read as follows:

**ARTICLE XI. International Swimming Pool and Spa Code.**

**Sec. 18-101. International Swimming Pool and Spa Code.**

Pursuant to Title 31, Article, 16, Part 2, C.R.S., the International Swimming Pool and Spa Code, 2018 Edition, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 11 inclusive, is hereby adopted by reference as the Town of Johnstown Swimming Pool and Spa Code as if fully set out in this ordinance.

**Sec. 18-102. Application of Regulations.**

Where, in any specific case, different sections of this Code, the zoning code or other ordinances of the Town specify different materials, methods of construction or other requirements, the most restrictive shall govern.

**Section 14. Severability.** If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

**Section 15. Code revisions.** Minor changes such as the format and other changes to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content will be altered by such changes.

**Section 16. Publication and Effective Date.** This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the Ordinance and of the adopted building codes are available at the office of the Town Clerk.

**INTRODUCED, AND APPROVED** on first reading by the Town Council of the Town of Johnstown, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2019.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: \_\_\_\_\_  
Diana Seele, 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 \_\_\_\_\_, 2019.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: \_\_\_\_\_  
Diana Seele, Town Clerk

By: \_\_\_\_\_  
Gary Lebsack, Mayor

**AGENDA ITEM 10C**

**Public Hearing  
1<sup>st</sup> Reading**

**Ordinance Number 2019-166  
(Amending Section 13-27 of the Johnstown  
Municipal Code Concerning Sewer Tap Fees  
for Multi-Family Residential Units)**

PUBLIC HEARING PROCEDURE – Ordinance No. 2019-166, An Ordinance Amending Section 13-27 of the Johnstown Municipal Code concerning Sewer Tap Fees for Multi-Family Residential Dwelling Units.

1. Open public hearing
2. Receive information from staff
3. Ask to hear from anyone who supports the ordinance
4. Ask to hear from anyone who opposes the ordinance
5. Close the public hearing
6. Ask for discussion
7. Make decision and/or motion from Council
  - a. Need motion to approve or deny the ordinance.

\_\_\_\_(SUGGESTED MOTIONS):

For Approval:

I move that we adopt Ordinance No. 2019-166, An Ordinance Amending Section 13-27 of the Johnstown Municipal Code concerning Sewer Tap Fees for Multi-Family Residential Dwelling Units.

For Denial:

I move that we deny adoption of Ordinance 2019-166.

## TOWN COUNCIL AGENDA COMMUNICATION

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**AGENDA DATE:** November 18, 2019

**ITEM NUMBER:** 10C

**SUBJECT:** Ordinance 2019-166, an Ordinance Amending Section 13-27 of the Johnstown Municipal Code concerning Sewer Tap Fees for Multi-Family Residential Dwelling Units.

**ACTION PROPOSED:** **1<sup>st</sup> Reading** – Approve Ordinance 2019-166, the Sewer Plant Investment Fee/Tap Fee for Multi-Family Dwelling Units as Presented

**PRESENTED BY:** Matt LeCerf, Town Manager

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### **AGENDA ITEM DESCRIPTION:**

In March 2019, Town Staff reviewed its current water and wastewater fees for single family detached homes. Based on the review, Staff recommended changes to the plant investment fees for both water and sewer taps which the Council adopted and have been in place since the 2<sup>nd</sup> quarter of 2019.

During the September 2019 budget works sessions Staff provided a general memo related to the proposed budget and some of the changes that would be coming forward to the Council related to various capital and operational elements that needed to be updated to be more in line to meet the Town's short and long term needs and where applicable, more equitable based on services delivered. One of the necessary changes highlighted was the intent of Staff to bring forward changes to the Town's Water & Sewer Ordinance. Over the next couple of months, proposed changes will be presented to Council, to consider for adoption.

The proposed change presented to Council at this time is a modification of the Town's sewer tap fee. The fee imposed has historically been directly correlated to the water tap size. This is an archaic methodology for determining an adequate and corresponding sewer tap fee simply because of the fact that the water tap size does not generally correlate to the wastewater flow generated. For example:

- For a single family detached home, the estimated in home consumptive use for potable water is 0.33 acre-foot (AF) using a ¾" water tap. The corresponding sewer tap fee is \$5,280.
- For a multi-family structure, each unit is estimated to use 0.29 AF of water on average based on the Town's water demand analysis worksheet and recorded water usage. The reduction in water consumption on average per unit is roughly 88% of the demand of a single family dwelling unit. Based on our current code, the corresponding sewer tap fee for an 8-12 dwelling apartment building is more than likely based on a 1 ½" water tap and would cost \$14,850 while generating anywhere between 2.32 – 3.48 AF of consumptive use. The result is an individual tap fee per unit between \$1,856 - \$1,238 or 35% - 23% of the cost of a single family sewer tap based on the number of dwellings referenced above.

While 88% or 0.29 AF of a single family dwelling may be the assumed usage for a multi-family unit, it is also important to point out the fact that not all multi-family units are the same. Sizes generally range from studio apartments to 3 bedroom apartments. Accordingly, I believe there is merit to providing a reduced per multi-family unit sewer tap fee, not unlike what other communities do. Some of these communities in

the immediate area include: Ft. Collins, Loveland, Berthoud, and Greeley. With a reduced fee on a per unit basis, it creates a more balanced representation of the fees application; similar to commercial, industrial and single family dwelling application for a sewer tap and their wastewater flows where you have variations.

Based on the need to modify this rate, it is recommended that the per multi-family unit price be approved at \$2,640 which represents 50% of the single family dwelling fee. In this reclassification of sewer tap fees, we are also qualifying duplex, triplex and townhome units as single family dwelling units

**LEGAL ADVICE:**

The ordinance presented was drafted by the Town Attorney.

**FINANCIAL ADVICE:**

**RECOMMENDED ACTION:** Approve the 1<sup>st</sup> reading of the ordinance as presented

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**SUGGESTED MOTIONS:**

**For Approval:**

I move to approve Ordinance 2019-166, an Ordinance Amending Section 13-27 of the Johnstown Municipal Code concerning Sewer Tap Fees for Multi-Family Residential Dwelling Units.

**For Denial:**

I move that we deny approval of Ordinance 2019-166.

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**Reviewed and Approved for Presentation:**

\_\_\_\_\_  
Town Manager

# **Ordinance 2019-166**

**TOWN OF JOHNSTOWN, COLORADO**  
**ORDINANCE NO. 2019-166**

**AN ORDINANCE AMENDING SECTION 13-27 OF THE JOHNSTOWN  
MUNICIPAL CODE CONCERNING SEWER TAP FEES FOR MULTI-  
FAMILY RESIDENTIAL DWELLING UNITS**

**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 is experiencing significant residential growth that includes the construction of numerous multi-family residential developments; and

**WHEREAS**, the Town imposes sewer tap fees for residential dwelling units based on the size of the water meter, without accounting for the number of dwelling units in a residential structure; and

**WHEREAS**, unlike non-residential development, the impacts to the Town’s wastewater system from multi-family residential use of property is not properly correlated with the size of the water meter and is not the same as the impacts associated with commercial and industrial use of property; and

**WHEREAS**, rather, the impacts to the Town’s wastewater system from multi-family residential units is substantially identical to the impacts associated with detached single family residences; and

**WHEREAS**, because of the impacts, the sewer tap fee for multi-family units should not be based on the size of the water meter, but should be calculated on a per dwelling unit basis; and

**WHEREAS**, the conclusion is substantiated by the fact that the potable in-building water demand for multi-family units is assessed on a per unit basis, equal to eighty-eight percent (88%) of the single-family home demand for each unit, meaning that the amount of water that a multi-family residential structure uses, and thus the related wastewater, is correlated with the number of dwelling units in the structure; and

**WHEREAS**, the Town’s neighboring jurisdictions recognize that impacts from multi-family dwelling units are associated with the residential use of the property and calculate the sewer tap fee on a per unit basis; and

**WHEREAS**, the City of Loveland imposes a sewer tap fee (known in that jurisdiction as the wastewater system impact fee) on a per unit basis for attached one-family dwellings and multi-family dwellings containing 2-8 dwelling units at a rate that is approximately eighty-eight percent (88%) of the single family rate and for multi-family dwellings containing 9 or more dwelling units at a rate that is approximately sixty-eight percent (68%) of the single family rate; and

**WHEREAS**, the City of Greeley imposes a sewer tap fee (known in that jurisdiction as the wastewater plant investment fee) on a per unit basis for individual structures containing more than one living unit at a rate that is approximately fifty percent (50%) of the single family rate; and

**WHEREAS**, the City of Fort Collins imposes a sewer tap fee (known in that jurisdiction as the wastewater plant investment fee) on a per unit basis for duplex and multi-family units at a rate that is approximately seventy-three percent (73%) of the single family rate; and

**WHEREAS**, consistent with those jurisdictions and, more importantly, to account for the impacts to the Town's wastewater system, Town Council desires to impose sewer tap fees for residential use of property based on the number of dwelling units and not on the water meter size; and

**WHEREAS**, Town Council recognizes that the most accurate representation of the impact to the Town's wastewater system from multi-family residential use may be based on the in-unit water demand, which is equal to eighty-eight percent (88%) of the single-family in-home water demand; and

**WHEREAS**, because this is a new methodology for the Town, Town Council does not, at this time, seek to impose a sewer tap fee that is equal to eighty-eight percent (88%) of the sewer tap fee for single family homes, but, rather, seeks to impose a sewer tap fee for multi-family residential dwelling units that is a lesser amount, equal to fifty percent (50%) of the detached single family dwelling unit fee; and

**WHEREAS**, Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the preservation of the public health, welfare, peace, safety and property, that this Ordinance is necessary for the protection of public convenience and welfare and that this Ordinance is in the best interests of the citizens of the Town.

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

**Section 1.** Section 13-27 of the Johnstown Municipal Code shall be amended to read as follows:

Sec. 13-27. Sewer tap fees.

- (a) Residential. The sewer tap fee is determined based on the number of dwelling units. Fees are summarized in the following table:

Residential Sewer Tap Fees

DWELLING UNIT	SEWER TAP FEES
Single Family Attached	\$5,280
Attached (Duplex, Triplex, Townhome) (per unit)	\$5,280
Multi-family (per unit)	\$2,640

- (b) Non-residential. The sewer tap fee is determined in accordance with the meter capacity as recommended for the water meters. Water use and wastewater flows from the larger meters can vary widely from one (1) customer to another, depending on the type of customer. Consequently, the fees for the larger meters (four [4] inches through eight [8] inches) shall be determined on a case-by-case basis to reflect the individual needs of those users. Fees are summarized in the following table:

Non-Residential Sewer Tap Fees

Meter Size	Ratio to 3/4"	SEWER TAP FEES In-Town
3/4"	1	\$5,280
1"	1.7	\$7,650
1-1/2"	3.3	\$14,850
2"	5.3	\$23,850
3"	11.7	\$52,650
4"	21	Negotiable
6"	46.7	Negotiable
8"	80	Negotiable

- (c) Building Permit. Unless otherwise authorized by the Town in writing, the sewer tap fee(s) is due and payable to the Town at the issuance of an approved building permit.

**Section 2. Repeal.** Existing or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance.

**Section 3. Publication; Effective Date; Recording.** This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town Charter and the adoption, posting and publication shall be authenticated by the signature of the

Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk.

**INTRODUCED, AND APPROVED** on first reading by the Town Council of the Town of Johnstown, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: \_\_\_\_\_  
Diana Seele, 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 \_\_\_\_\_, 2019.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: \_\_\_\_\_  
Diana Seele, Town Clerk

By: \_\_\_\_\_  
Gary Lebsack, Mayor

**AGENDA ITEM 10D**

**Public Hearing**

**2020 Budget**

## **TOWN COUNCIL AGENDA COMMUNICATION**

---

**AGENDA DATE:** November 18, 2019

**ITEM NUMBER:** 10D

**SUBJECT:** 2020 Budget Public Hearing

**ACTION PROPOSED:** No action – This is public hearing

**ATTACHMENTS:** None.

**PRESENTED BY:** Mitzi McCoy, Finance Director

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**AGENDA ITEM DESCRIPTION:**

The Town of Johnstown Home Rule Charter, Section 12.5, and Colorado Revised Statutes 29-1-108(1) require that a public hearing be held at a regular meeting of the Town Council to give interested citizens an opportunity to file or register objections or suggestions thereto at any time prior to the adoption of the 2020 Budget. The first public hearing was held at a regular Town Council meeting on November 4, 2019. This public hearing is the second public hearing for the proposed 2020 Budget. While only one public hearing is required, a second one has been scheduled to allow interested citizens additional opportunities to participate in the process.

As noted for the first public hearing, the proposed 2020 Budget for the Town of Johnstown, Colorado was originally presented to the Council at meetings held on September 9, 2019 and September 23, 2019. Changes that were discussed during those meetings as well as project carryovers from the 2019 budget to the 2020 budget have been incorporated into the amended 2020 Proposed Budget document that were presented to Council for the November 4, 2019 meeting. No additional changes have been made to the budget since that time. Copies of the amended proposed budget have been made available for public inspection on the Town of Johnstown website at <http://townofjohnstown.com/196/Budget-Information> and at Town Hall.

**LEGAL ADVICE:**

A public hearing is required per state and local law.

**FINANCIAL ADVICE:**

This public hearing will maintain our compliance with both state and local regulations.

**RECOMMENDED ACTION:**

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No action necessary this is a public hearing

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**AGENDA ITEM 10E**

**Public Hearing**

**(Johnstown Farms Filing No. 3  
Final Plat &  
Final PUD Development  
Plan)**

\*PUBLIC HEARING PROCEDURE –Johnstown Farms #3

A. Final Plat and Final PUD Development Plan

1. Open public hearing.
2. Receive information from staff.
3. Receive information from applicant.
4. Receive information from public.
  - a. Ask to hear from anyone who supports the Final Plat or the Final PUD Development Plan.
  - b. Ask to hear from anyone who opposes the Final Plat or the Final PUD Development Plan.
5. Receive rebuttal from applicant. (*Discretionary and only if warranted at the time.*)
6. Additional questions from Council, if any. (*Council may ask questions at any time until the hearing is closed.*)
7. Close the public hearing. (*No more questions from Council*)
8. Discussion and deliberation among Council.
9. Make a decision and/or motion from Council.

SUGGESTED MOTIONS

Final Plat Approval: I move that we approve the Johnstown Farms Filing No. 3 Final Plat with the following conditions:

- 1) Any unresolved comments from Town Staff, the Town Engineer and Fire District be addressed prior to construction of any improvements.
- 2) (*OPTIONAL*) .....

Final Development Plan Approval: I move that we approve the Johnstown Farms Filing No. 3 Final Development Plan with the following conditions:

- 1) Any unresolved comments from Town Staff, the Town Engineer and Fire District be addressed prior to construction of any improvements.
- 2) (*OPTIONAL*).....

Denial: I move that we deny approval of the Johnstown Farms Filing No. 3 Final Plat and the Johnstown Farms Filing No. 3 Final Development Plan for the following reasons.....

## TOWN COUNCIL AGENDA COMMUNICATION

---

**AGENDA DATE:** November 18, 2019

**ITEM NUMBER:** 10E

**SUBJECT:** \*Public Hearing – Public Hearing Regarding Final Plat and Final Development Plan (PUD) for Johnstown Farms Filing No. 3

**ACTION PROPOSED:** Consider Final Approval

**PRESENTED BY:** Kim Meyer, Planning & Development Director

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**AGENDA ITEM DESCRIPTION:** A 90.56-acre property east of Parish Ave. and the Little Thompson River, and south of Centennial Drive (CR 46½) is proposed for single family detached residential development. A segment of the Little Thompson River floodplain is located within the property. The development will include part of the Little Thompson River Primary Greenway, the Great Western Railroad right-of-way and tracks, a private park, and open space. The Final Plat proposes 241 single family lots in Filing No. 3. The proposed average lot size is 7,406 square feet, resulting in a gross density of approximately 2.66 units/acre.

**Background:**

The property was annexed and zoned PUD-R in 2001 as part of the Becker-Dee Annexation, which included Johnstown Farms Filing No. 1. The *Johnstown Area Comprehensive Plan (2006)* indicates this area may be appropriate for Medium Density Residential uses. A preliminary plan/plat for the property was approved with conditions in 2005. The Town Council approved a special district in 2007 for portions of Filing No. 1, and Filing No. 2. In 2008 the Planning and Zoning Commission considered a final plat/plan (Filing No. 2) for the overall quarter section (~160 ac.). The prior application for Filing 2 was not presented to Town Council. Due to floodplain considerations, only the eastern portion of the property is moving forward as Filing 3. “Filing 2,” comprised of the property west of the river, is anticipated in the future.

**Residential Design Standards:** Proposed design standards found in the Final Development Plan are minimum standards and contain little detail as to specific design standards. Residential designs would be subject to approval by Town Staff. No conceptual home elevations are presented with this Final Development Plan. Town Staff would review proposed home elevations to ensure compliance with the Subdivision Improvement Agreement as well as Section 5 of the Town of Johnstown Design Guidelines and is hopeful to review high-quality elevations and construction for the neighborhood.

**Access, Traffic and Parking:** Centennial Drive (CR 46½) is currently a two-lane gravel road, which will ultimately serve as a 2-lane minor arterial, and provides access to the property. The development would construct an interim section from the railroad crossing to the east line of the subdivision, including a 10' walk adjacent to the development's frontage. Developer participation in the railroad crossing and bridge improvements is warranted and included as part of the Subdivision Improvement Agreement. Each lot is required to provide at least two off-street parking spaces plus a minimum two-car garage. Street names are acceptable and have been approved by the fire district.

Due to Fire Code requirements, the development is providing a 30' Fire Access Easement with a 20' gravel access drive to the south, connecting into existing oil & gas drives, to provide an acceptable secondary access into the neighborhood for emergency vehicles.

**Water and Sanitary Sewer:** The project would connect to an existing 10" water main in Parish Ave /CR 17, travel across the western portion of the parcel, under the river and railroad to the western edge of Filing 3, then loops through the development. The water line would then travel north to Centennial Dr. and end in that road, near the western edge of the parcel.

Wastewater would be collected at the existing regional lift station, located west of the Little Thompson River and south of Centennial Dr., and pumped to the Central Wastewater Treatment Plant. The lift station serves Filing 1, Filing 3, and future Filing 2. Per the construction plans, engineering reports, and proposed Subdivision Improvement Agreement, the Developer would install several upgrades to the sanitary sewer system to accommodate this development. Ultimately the intent would be for the development to tie in to the Town's future gravity-fed sewer system improvements and the lift station could be abandoned at that time.

**Storm Drainage:** Stormwater runoff from the development would be managed in conformance with Town requirements, with the following variation. Stormwater detention and metered outflow for the water quality volumes will be provided. However, discharges in excess of the water quality volumes would be discharged without restriction, in order to pass the development's peak flows downstream prior to the anticipated arrival of the Little Thompson River peak flow(s) from the upstream watershed.

**Grading & Topography:** The natural topography of this site is remarkable, with the eastern boundary at ~4860', dropping to 4775' on the west side. This topography affects and informs the layout of the proposed development, with predominantly north-south streets to allow for reasonable slopes for street, lots designed for walk-out basements, small hills in rear yards to provide a flatter front house pad, and a substantial slopes and ultimately a series of significantly-tall retaining walls along the eastern boundary. In some areas these walls include a series of one to three walls, from 2 - 11 feet tall each, with several lots affected by retaining walls that stretch up to nearly 23' in height, cumulatively, and numerous others that would experience varying degrees of that impact. Along the eastern boundary, seventeen (17) lots are affected by some number of retaining walls. Additional retaining walls are proposed along the southern boundary, affecting a total of eight (8) lots.

**Floodplain:** The proposed lots are outside of the 100-year floodplain. The Little Thompson River flowed beyond its banks during the 2013 flood. The extent of the flooding exceeded the official floodplain limits as currently established by FEMA. According to the Colorado water Conservation Board, the existing floodplain limits will increase based upon the 2013 experience. This will directly affect Filing No. 2.

**Parks and Open Space:** The public land dedication requirement for this subdivision is approximately four (4) acres net. The applicant proposes to dedicate fifteen (15) acres of Little Thompson River Floodplain (Tract A) to the Town, excluding the Anadarko oil and gas facility. Approximately 12.5± acres of landscaped private open space is proposed in this filing, with Tract F (3.46± acres) to be improved as a private park.

The Town recommended the use of non-potable water for irrigation from nearby Hillsborough Ditch. The developer has dedicated Hillsborough water rights to the Town, but is not planning to use the water for irrigation claiming it is not economical at this time to develop a private non-potable irrigation system.

**Fencing and Screening:** The perimeter and open space fence will be constructed by the developer. Decorative stone pilasters, cedar privacy fencing, and entry features are also proposed along the Centennial Drive frontage, with landscaped areas along the road, in existing utility easements. Privacy fencing is also proposed along the eastern boundary, to separate from the recreational use to the east. Fencing along common open space areas, along the south and west boundaries would be 3-rail open cedar fencing. Staff would support future modifications to permit privacy fencing along the western boundary of the lots that overlook the railroad and oil and gas facilities.

**Street Lights:** The development proposes to install adequate street lighting – using decorative fixtures internal to the site.

**Signage:** Decorative stone monument sign, 6' tall, is proposed along Centennial Drive.

**Emergency Services:** Front Range Fire Rescue (FRFR) has approved the plans and construction drawings. Addressing will be coordinated with FRFR.

**Schools:** The property lies within the Weld County School District RE5-J. According to the district, a school site is not required on the property. A cash- in-lieu fee would be due with each residential permit, remitted to the school district.

**Postal Service:** USPS-approved, clustered postal boxes will be installed in the development. Addressing will be coordinated with the USPS.

**Railroad:** A single railroad line, owned and operated by the Great Western Railway, runs north-south through the development on the east side of the Little Thompson River within an 80' right-of-way. An estimated two short freight trains per day use the track. The railway has requested fencing to separate the development from train activity. Road improvements to Centennial Dr. would need to include railroad crossing improvements. The developer has committed to a portion of the cost of improvements.

**Adjoining Motorcycle Use:** The property to the east (located in unincorporated Weld County) is used by dirt bikes. The noise and the dust from this activity may adversely affect the proposed lots in Filing 3. The applicant proposes fencing along the eastern boundary and notice to potential homebuyers.

**Mineral Interests:** Under state law, the developer has formally notified all severed mineral interest owners of pending public hearings. A letter from Anadarko Petroleum Corporation is included in the referral comments. The developer and Anadarko may have resolved conflicts, but the developer will need to satisfy the Town that the development has not been adversely affected by such conflict resolution.

**Technical Analysis:** In summary, the application generally complies with Town requirements and the requirements of the annexation agreement, and the preliminary plat and development plan. The proposed single family residential land use is consistent with the Johnstown Area Comprehensive Plan. Residential guidelines are provided and home designs are subject to Town staff approval. Landscaping, fencing and decorative lighting are the same as the Filing No. 1. Privately improved and maintained park and open space areas are proposed. A portion of the Little Thompson Primary Greenway segment will be dedicated to the Town with this development. Non-potable irrigation of parks, common areas and the Primary Greenway is recommended.

**Planning & Zoning Commission (PZC):** On January 30, 2019, the Planning and Zoning Commission reviewed the project and heard testimony of concerned adjacent residents and the owner of the adjacent Milliken MX Tracks (aka Two Rivers) motorcross park. The motorcross owners indicated opposition to the development and strongly requested this project include a large buffer area along the shared eastern property line with berms, high fencing and landscape screening to limit trespassing. Staff would like to clarify that Section 16-306(10) of the Johnstown Zoning Code identifies “Perimeter” treatments to PUD zoning and states: *“Additional open space or buffer yard may be required based on the recommendation of the Town Planner in order to mitigate adverse impacts caused by the PUD.”* This project was previously approved at the Preliminary Plat stage without direction of additional screening. Staff finds there is no immediate need to mitigate or buffer the land uses between a single-family neighborhood and the adjacent motorcross use as there is extensive land area that separates the uses.

After deliberations, the Planning and Zoning Commission reviewed and recommended to the Town Council approval of the Johnstown Farms Filing No. 3 Final Plat with the following staff conditions:

1. Any unresolved referral comments from Town staff, Town Engineer and Fire District should be addressed or, if appropriate, added to the development agreement obligations prior to Town Council consideration.
2. The Developer is urged to consider a non-potable source for irrigation of private common areas and public open space using the Hillsborough water rights credits available to the property.
3. A Water and Sewer Service Agreement, and a Development Agreement acceptable to the Town and signed by the developer shall be submitted for Town Council consideration with the Final Plat.

**Updated Information & Analysis:** Regarding the concern expressed by the adjacent property owner, Staff believes that the significant topography and grading mentioned previously are likely to help mitigate the impacts to both parties, with the large topo changes proposed along that eastern boundary. A privacy fence is proposed along that eastern boundary with this development.

Regarding the PZC-proposed conditions of approval listed above:

1. This condition remains valid as all final plans must be approved and accepted by Town Staff. Staff updated wording to reflect current project status in Town process only.
2. This condition may be omitted as it is not phrased as a requirement, nor does Municipal Code require a non-potable irrigation system, and the developer has indicated that the economies of scale do not exist to support such a system.
3. Remains valid – though Staff recommends modified wording to: A Water and Sewer Service Agreement, and a Development Agreement acceptable to the Town and signed by the developer shall be ***approved*** by Town Council ***prior to recordation of the Final Plat***. (Note that the WSSA & Development Agreement are being presented to Council for approval on this same Council agenda.)

These recommended conditions are included and renumbered in the proposed motions that follow.

**Community Notification:** Mailed notices were sent directly to all property owners of record, per Weld Co Assessor, within 500' of the parcel boundaries, a sign was posted on-site, and a notice of this hearing published in the *Johnstown Breeze*. As of the date of publication of this communication, no comments or concerns have been received by Staff.

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**LEGAL ADVICE:** If approved, the Town Attorney will prepare a resolution for review at a subsequent meeting.

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**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** The Planning and Zoning Commission has recommended approval of the amendment (with conditions).

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**SUGGESTED MOTIONS:**

**For Approval with Conditions:** I move to approve the Johnstown Farms Filing No. 3 Final Plat and Final Development Plan with the following conditions:

1. Any unresolved comments from Town Staff, the Town Engineer and Fire District be addressed prior to construction of any improvements;
2. A Water and Sewer Service Agreement, and a Development Agreement acceptable to the Town and signed by the developer be approved by Town Council prior to recordation of the Final Plat; and
3. [Others] \_\_\_\_\_.

**For Denial:** I move to deny approval of the Johnstown Farms Filing No. 3 Final Plat and Final Development Plan for the following reason(s): \_\_\_\_\_.

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**Reviewed:**

\_\_\_\_\_  
**Town Manager**

**JOHNSTOWN FARMS**

**FILING NO 3**

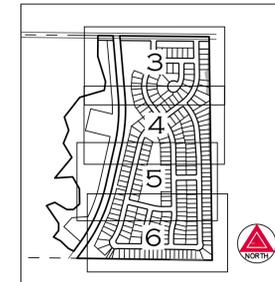
**PROPOSED FINAL PLAT**

**(REVISED 10/25/19)**

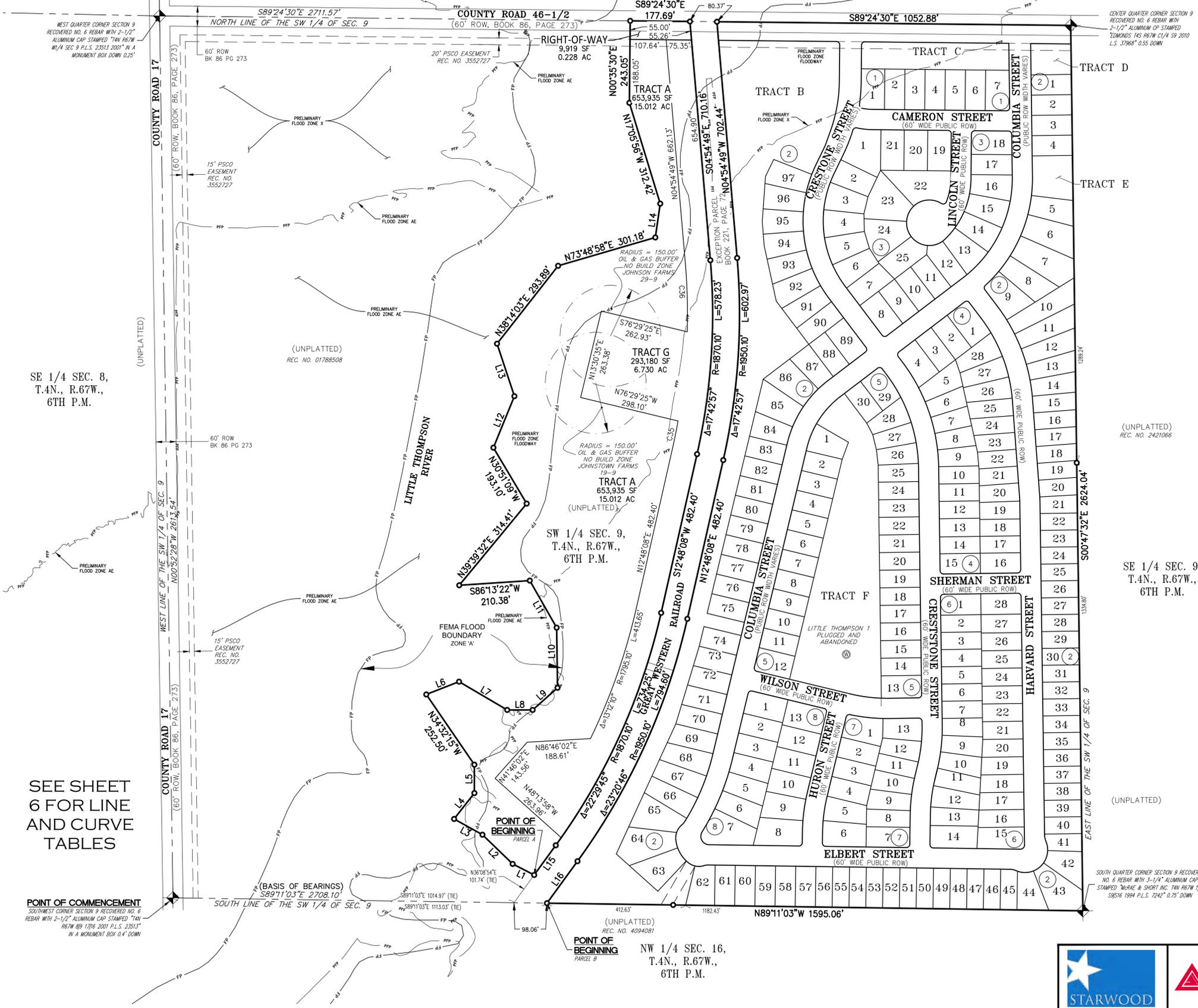


# JOHNSTOWN FARMS FILING NO. 3

A PORTION THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.  
90.563 ACRES - 241 LOTS - 7 TRACTS



KEY MAP  
SCALE: 1" = 1000'



### WELD COUNTY'S RIGHT TO FARM STATEMENT

WELD COUNTY IS ONE OF THE MOST PRODUCTIVE AGRICULTURAL COUNTIES IN THE UNITED STATES, RANKING FIFTH IN TOTAL MARKET VALUE OF AGRICULTURAL PRODUCTS SOLD. THE RURAL AREAS OF WELD COUNTY MAY BE OPEN AND SPACIOUS, BUT THEY ARE INTENSIVELY USED FOR AGRICULTURE. PERSONS MOVING INTO A RURAL AREA MUST RECOGNIZE AND ACCEPT THERE ARE DRAWBACKS, INCLUDING CONFLICTS WITH LONGSTANDING AGRICULTURAL PRACTICES AND A LOWER LEVEL OF SERVICES THAN IN TOWN. ALONG WITH THE DRAWBACKS COME THE INCENTIVES WHICH ATTRACT URBAN DWELLERS TO RURAL AREAS: OPEN VIEWS, SPACIOUSNESS, WILDLIFE, LACK OF CITY NOISE AND CONGESTION, AND THE RURAL ATMOSPHERE AND WAY OF LIFE. WITHOUT NEIGHBORING FARMS, THOSE FEATURES WHICH ATTRACT URBAN DWELLERS TO RURAL WELD COUNTY WOULD QUICKLY BE GONE FOREVER.

AGRICULTURAL USERS OF THE LAND SHOULD NOT BE EXPECTED TO CHANGE THEIR LONG-ESTABLISHED AGRICULTURAL PRACTICES TO ACCOMMODATE THE INTRUSIONS OF URBAN USERS INTO A RURAL AREA. WELL RUN AGRICULTURAL ACTIVITIES WILL GENERATE OFF-SITE IMPACTS, INCLUDING NOISE FROM TRACTORS AND EQUIPMENT; SLOW-MOVING FARM VEHICLES ON RURAL ROADS; DUST FROM ANIMAL PENS, FIELD WORK, HARVEST AND GRAVEL ROADS; ODOR FROM ANIMAL CONFINEMENT, SILAGE AND MANURE; SMOKE FROM DITCH BURNING, FLIES AND MOSQUITOES; HUNTING AND TRAPPING ACTIVITIES; SHOOTING SPORTS, LEGAL HAZING OF NUISANCE WILDLIFE; AND THE USE OF PESTICIDES AND FERTILIZERS IN THE FIELDS, INCLUDING THE USE OF AERIAL SPRAYING. IT IS COMMON PRACTICE FOR AGRICULTURAL PRODUCERS TO UTILIZE AN ACCUMULATION OF AGRICULTURAL MACHINERY AND SUPPLIES TO ASSIST IN THEIR AGRICULTURAL OPERATIONS. A CONCENTRATION OF MISCELLANEOUS AGRICULTURAL MATERIALS OFTEN PRODUCES A VISUAL DISPARITY BETWEEN RURAL AND URBAN AREAS OF THE COUNTY. SECTION 35-3.5-102, C.R.S., PROVIDES THAT AN AGRICULTURAL OPERATION SHALL NOT BE FOUND TO BE A PUBLIC OR PRIVATE NUISANCE IF THE AGRICULTURAL OPERATION ALLEGED TO BE A NUISANCE EMPLOYS METHODS OR PRACTICES THAT ARE COMMONLY OR REASONABLY ASSOCIATED WITH AGRICULTURAL PRODUCTION.

WATER HAS BEEN AND CONTINUES TO BE THE LIFELINE FOR THE AGRICULTURAL COMMUNITY. IT IS UNREALISTIC TO ASSUME THAT DITCHES AND RESERVOIRS MAY SIMPLY BE MOVED "OUT OF THE WAY" OF RESIDENTIAL DEVELOPMENT. WHEN MOVING TO THE COUNTY, PROPERTY OWNERS AND RESIDENTS MUST REALIZE THEY CANNOT TAKE WATER FROM IRRIGATION DITCHES, LAKES OR OTHER STRUCTURES UNLESS THEY HAVE AN ADJUDICATED RIGHT TO THE WATER.

WELD COUNTY COVERS A LAND AREA OF APPROXIMATELY FOUR THOUSAND (4,000) SQUARE MILES IN SIZE (TWICE THE SIZE OF THE STATE OF DELAWARE), WITH MORE THAN THREE THOUSAND SEVEN HUNDRED (3,700) MILES OF STATE AND COUNTY ROADS OUTSIDE OF MUNICIPALITIES. THE SHEER MAGNITUDE OF THE AREA TO BE SERVED STRETCHES AVAILABLE RESOURCES. LAW ENFORCEMENT IS BASED ON RESPONSES TO COMPLAINTS MORE THAN ON PATROLS OF THE COUNTY, AND THE DISTANCES WHICH MUST BE TRAVELED MAY DELAY ALL EMERGENCY RESPONSES, INCLUDING LAW ENFORCEMENT, AMBULANCE AND FIRE. FIRE PROTECTION IS USUALLY PROVIDED BY VOLUNTEERS WHO MUST LEAVE THEIR JOBS AND FAMILIES TO RESPOND TO EMERGENCIES. COUNTY GRAVEL ROADS, NO MATTER HOW OFTEN THEY ARE BLADED, WILL NOT PROVIDE THE SAME KIND OF SURFACE EXPECTED FROM A PAVED ROAD. SNOW REMOVAL PRIORITIES MEAN THAT ROADS FROM SUBDIVISIONS TO ARTERIALS MAY NOT BE CLEARED FOR SEVERAL DAYS AFTER A MAJOR SNOWSTORM. SNOW REMOVAL FOR ROADS WITHIN SUBDIVISIONS ARE OF THE LOWEST PRIORITY FOR PUBLIC WORKS OR MAY BE THE PRIVATE RESPONSIBILITY OF THE HOMEOWNERS. SERVICES IN RURAL AREAS, IN MANY CASES, WILL NOT BE EQUIVALENT TO MUNICIPAL SERVICES. RURAL DWELLERS MUST, BY NECESSITY, BE MORE SELF-SUFFICIENT THAN URBAN DWELLERS.

PEOPLE ARE EXPOSED TO DIFFERENT HAZARDS IN THE COUNTY THAN IN AN URBAN OR SUBURBAN SETTING. FARM EQUIPMENT AND OIL FIELD EQUIPMENT, PONDS AND IRRIGATION DITCHES, ELECTRICAL POWER FOR PUMPS AND CENTER PIVOT OPERATIONS, HIGH SPEED TRAFFIC, SAND BURS, PUNCTURE VINES, TERRITORIAL FARM DOGS AND LIVESTOCK AND OPEN BURNING PRESENT REAL THREATS. CONTROLLING CHILDREN'S ACTIVITIES IS IMPORTANT, NOT ONLY FOR THEIR SAFETY, BUT ALSO FOR THE PROTECTION OF THE FARMER'S LIVELIHOOD. PARENTS ARE RESPONSIBLE FOR THEIR CHILDREN. (WELD COUNTY CODE ORDINANCE 2006-2)

### LEGEND

- RECOVERED P.L.S.S. CORNER STAMPED AS NOTED
- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38158"
- BLOCK NUMBER
- OIL AND GAS WELL
- U.E. = UTILITY EASEMENT
- = FLOODPLAIN 08069C1410F
- = PRELIMINARY FLOODPLAIN 08069C1410G

FOR REVIEW

FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC

SE 1/4 SEC. 8,  
T.4N., R.67W.,  
6TH P.M.

SE 1/4 SEC. 9,  
T.4N., R.67W.,  
6TH P.M.

NW 1/4 SEC. 16,  
T.4N., R.67W.,  
6TH P.M.

SEE SHEET  
6 FOR LINE  
AND CURVE  
TABLES

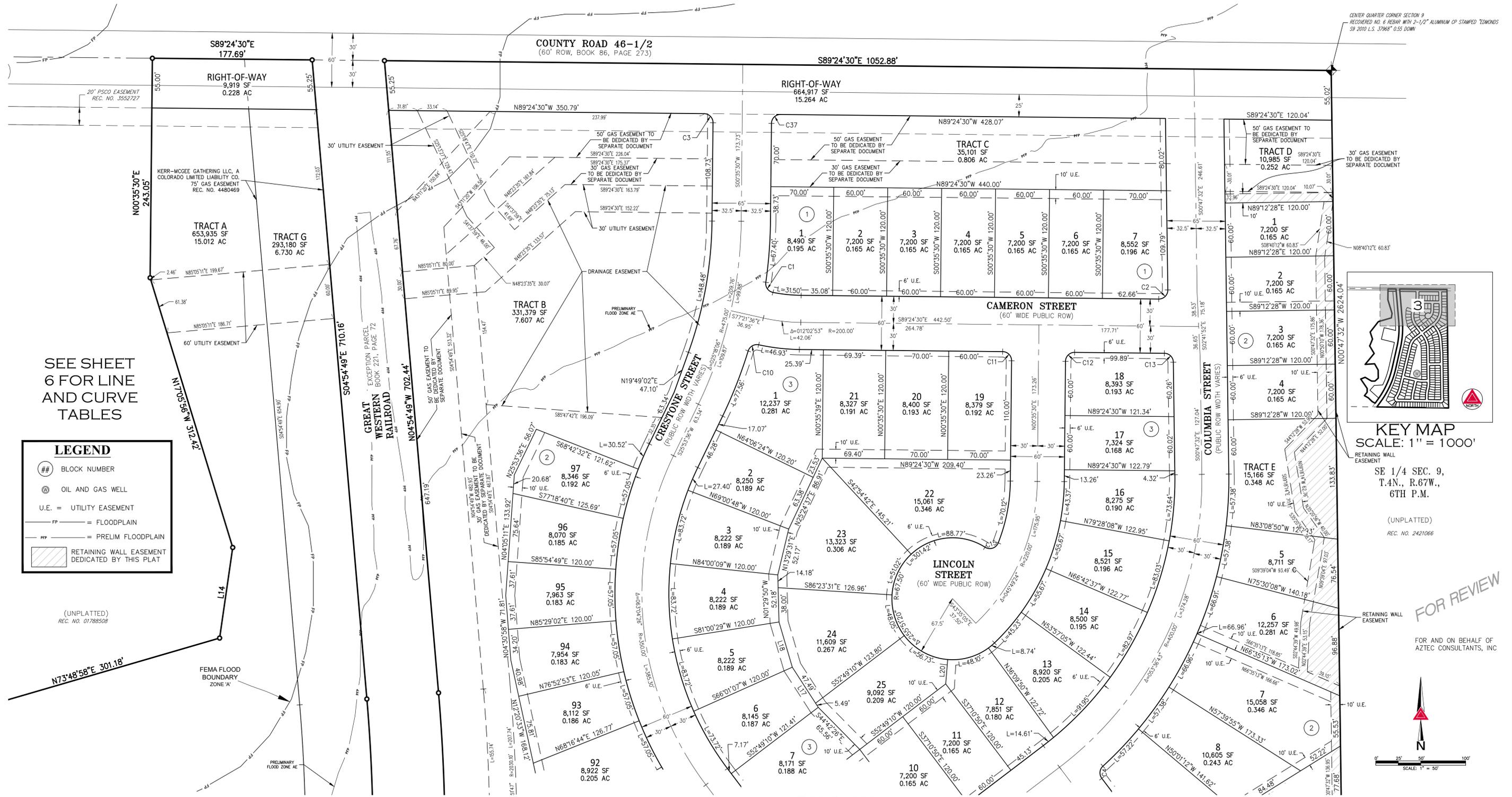
POINT OF COMMENCEMENT  
SOUTHWEST CORNER SECTION 9 RECOVERED NO. 6  
REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "14N  
167W 89 1716 2001 P.L.S. 23513"  
IN A MONUMENT BOX 0.4" DOWN

SOUTH QUARTER CORNER SECTION 9 RECOVERED  
NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP  
STAMPED "MHAZE & SHORT INC. TAN R67W 1/4  
S8716 1994 P.L.S. 7242" 0.75" DOWN

		CLIENT <b>REDLAND</b>  1500 WEST CANAL COURT LITTLETON, COLORADO 80120	DATE OF PREPARATION:	09-12-2018
			SCALE:	1" = 150'
AzTec Proj. No.: 54818-37      Drawn By: R.B.A.			SHEET 2 OF 6	

# JOHNSTOWN FARMS FILING NO. 3

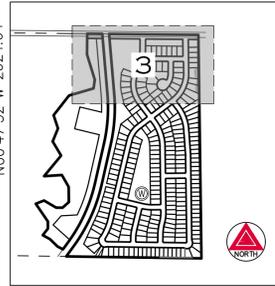
A PORTION THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.  
90.563 ACRES - 241 LOTS - 7 TRACTS



SEE SHEET  
6 FOR LINE  
AND CURVE  
TABLES

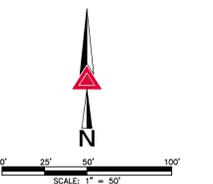
**LEGEND**

- Ⓝ BLOCK NUMBER
- ⊙ OIL AND GAS WELL
- U.E. = UTILITY EASEMENT
- FP = FLOODPLAIN
- PPF = PRELIM FLOODPLAIN
- [Hatched Box] RETAINING WALL EASEMENT DEDICATED BY THIS PLAN



FOR REVIEW

FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC.



SEE SHEET 4

SEE SHEET 4



**AZTEC**  
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1  
Littleton, Colorado 80122  
Phone: (303) 713-1899  
Fax: (303) 713-1897  
www.aztecconsultants.com

AzTec Proj. No.: 54818-37 Drawn By: R.B.A.

**CLIENT**  
REDLAND

1500 WEST CANAL COURT  
LITTLETON, COLORADO 80120

DATE OF PREPARATION:	09-12-2018
SCALE:	1" = 50'
SHEET 3 OF 6	

# JOHNSTOWN FARMS FILING NO. 3

A PORTION THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.  
90.563 ACRES - 241 LOTS - 7 TRACTS

SEE SHEET 3

SEE SHEET 3



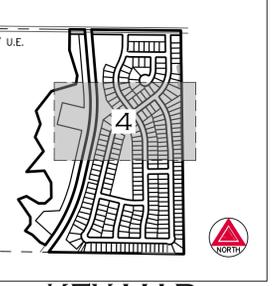
FEMA FLOOD BOUNDARY ZONE 'A'

TRACT A  
653,935 SF  
15.012 AC

TRACT G  
293,180 SF  
6.730 AC

TRACT A  
653,935 SF  
15.012 AC

TRACT F  
150,608 SF  
3.457 AC



KEY MAP  
SCALE: 1" = 1000'

(UNPLATTED)  
REC. NO. 2421066

SE 1/4 SEC. 9,  
T.4N., R.67W.,  
6TH P.M.

**LEGEND**

- Ⓝ BLOCK NUMBER
- Ⓢ OIL AND GAS WELL
- U.E. = UTILITY EASEMENT
- FP = FLOODPLAIN
- FPF = PRELIM FLOODPLAIN
- ▨ RETAINING WALL EASEMENT DEDICATED BY THIS PLAT

SEE SHEET 6 FOR LINE AND CURVE TABLES

SEE SHEET 5

SEE SHEET 5

FOR REVIEW

FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC.

**STARWOOD**  
LAND ADVISORS, LLC

**AZTEC**  
CONSULTANTS, INC.  
300 East Mineral Ave., Suite 1  
Littleton, Colorado 80122  
Phone: (303) 713-1899  
Fax: (303) 713-1897  
www.aztecconsultants.com

**CLIENT**  
**REDLAND**  
1500 WEST CANAL COURT  
LITTLETON, COLORADO 80120

DATE OF PREPARATION:	09-12-2018
SCALE:	1" = 50'
SHEET 4 OF 6	

# JOHNSTOWN FARMS FILING NO. 3

A PORTION THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.  
SEE SHEET 4 90.563 ACRES - 241 LOTS - 7 TRACTS



KEY MAP  
SCALE: 1" = 1000'

### LEGEND

- # BLOCK NUMBER
- ⊙ OIL AND GAS WELL
- U.E. = UTILITY EASEMENT
- FP = FLOODPLAIN
- PP = PRELIM FLOODPLAIN
- [Hatched Box] RETAINING WALL EASEMENT DEDICATED BY THIS PLAT

TRACT A  
653,935 SF  
15.012 AC

SW 1/4 SEC. 9,  
T.4N., R.67W.,  
6TH P.M.

TRACT G  
293,180 SF  
6.730 AC

TRACT B  
331,379 SF  
7.607 AC

TRACT F  
150,608 SF  
3.457 AC

TRACT F  
150,608 SF  
3.457 AC

FOR REVIEW

KERR-MCCEE GATHERING LLC, A  
COLORADO LIMITED LIABILITY CO.  
75' GAS EASEMENT  
REC. NO. 4480469

FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC

50' GAS EASEMENT  
TO BE DEDICATED BY  
SEPARATE DOCUMENT

20' UTILITY  
EASEMENT

COLUMBIA STREET  
(PUBLIC ROW WIDTH VARIES)

WILSON STREET  
(60' WIDE PUBLIC ROW)

HURON STREET  
(60' WIDE PUBLIC ROW)

CRESTSTONE STREET  
(PUBLIC ROW WIDTH VARIES)

SHERMAN STREET  
(60' WIDE PUBLIC ROW)

HARVARD STREET  
(60' WIDE PUBLIC ROW)

(UNPLATTED)  
REC. NO. 2421066

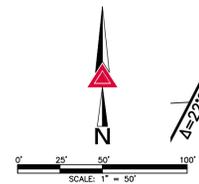
SE 1/4 SEC. 9,  
T.4N., R.67W.,  
6TH P.M.

SEE SHEET  
6 FOR LINE  
AND CURVE  
TABLES

SEE SHEET 6

SEE SHEET 6

TRACT A  
653,935 SF  
15.012 AC



CLIENT  
**REDLAND**  
  
1500 WEST CANAL COURT  
LITTLETON, COLORADO 80120

DATE OF PREPARATION:	09-12-2018
SCALE:	1" = 50'
SHEET 5 OF 6	

AzTec Proj. No: 54818-37

Drawn By: R.B.A.

# JOHNSTOWN FARMS FILING NO. 3

A PORTION THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.  
90.563 ACRES - 241 LOTS - 7 TRACTS



SE 1/4 SEC. 9,  
T.4N., R.67W.,  
6TH P.M.

(UNPLATTED)  
REC. NO. 2421066

(UNPLATTED)  
REC. NO. 4094081

SOUTH QUARTER CORNER SECTION 9 RECOVERED NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED "M&R&E & SHORT INC. JAN 1976 1/4 58516 1994 P.L.S. 2242 0.75" DOWN

NW 1/4 SEC. 16,  
T.4N., R.67W.,  
6TH P.M.

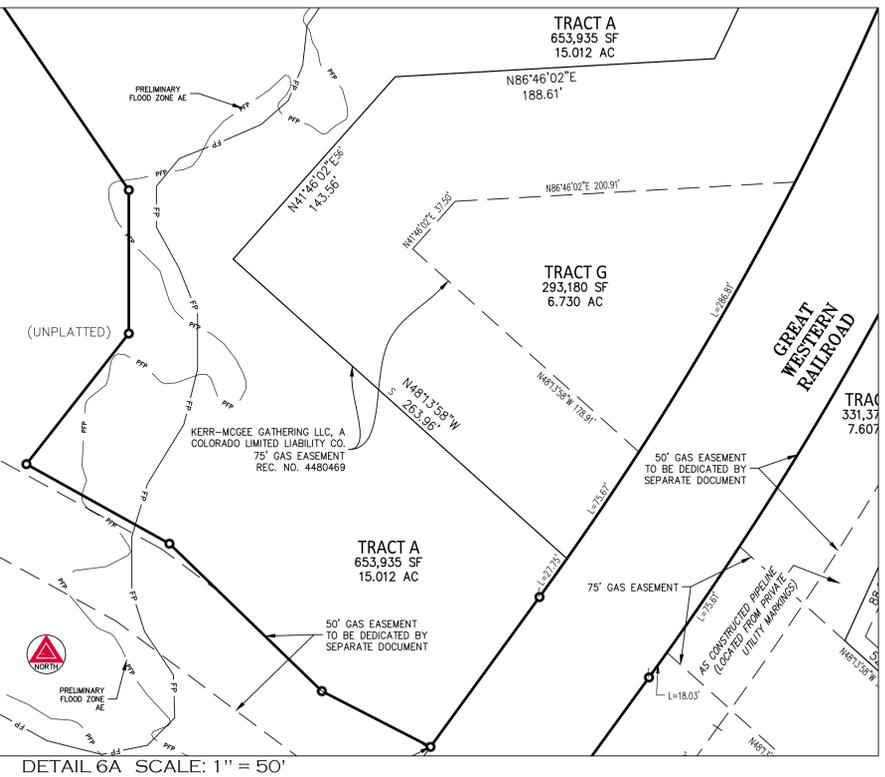
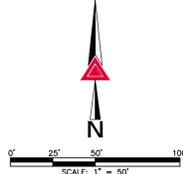
**LEGEND**

- ## BLOCK NUMBER
- ⊙ OIL AND GAS WELL
- U.E. = UTILITY EASEMENT
- FP = FLOODPLAIN
- PPF = PRELIM FLOODPLAIN
- Retaining Wall Easement Dedicatory by this Plat



LINE TABLE			LINE TABLE			CURVE TABLE			CURVE TABLE			CURVE TABLE			CURVE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	CURVE	DELTA	RADIUS	LENGTH	CURVE	DELTA	RADIUS	LENGTH	CURVE	DELTA	RADIUS	LENGTH
L1	N62°56'25"W	71.96'	L12	N22°16'35"E	164.82'	C1	86°59'32"	10.00'	15.18'	C11	90°00'00"	10.00'	15.71'	C21	90°00'00"	10.00'	15.71'
L2	N46°04'50"W	124.78'	L13	N18°23'04"W	163.95'	C2	91°23'03"	10.00'	15.95'	C12	90°00'00"	10.00'	15.71'	C22	90°00'00"	10.00'	15.71'
L3	N61°02'08"W	96.44'	L14	N08°16'54"E	101.30'	C3	89°59'57"	10.00'	15.71'	C13	88°36'57"	10.00'	15.47'	C23	90°00'00"	10.00'	15.71'
L4	N38°13'50"E	97.60'	L15	S36°08'54"W	108.94'	C4	84°47'03"	10.00'	14.80'	C14	90°00'00"	10.00'	15.71'	C24	90°00'00"	10.00'	15.71'
L5	N00°00'00"E	84.23'	L16	N36°08'54"E	153.97'	C5	22°03'33"	50.00'	19.25'	C15	100°31'58"	10.00'	17.55'	C25	91°36'30"	12.50'	19.99'
L6	N68°44'13"E	104.57'	L17	N32°59'24"W	47.49'	C6	22°38'13"	50.00'	19.75'	C16	90°00'00"	10.00'	15.71'	C26	90°00'00"	10.00'	15.71'
L7	S59°40'57"E	166.01'	L18	N16°29'12"W	52.17'	C7	17°40'41"	50.00'	15.43'	C17	90°00'02"	10.00'	15.71'	C27	88°26'21"	10.00'	15.44'
L8	N90°00'00"E	75.86'	L19	N19°08'53"W	41.17'	C8	17°40'41"	50.00'	15.43'	C18	90°00'00"	10.00'	15.71'	C28	90°00'00"	10.00'	15.71'
L9	N48°25'30"E	98.93'	L20	N04°39'56"E	27.11'	C9	90°00'00"	10.00'	15.71'	C19	90°00'00"	10.00'	15.71'	C29	90°00'00"	10.00'	15.71'
L10	N00°51'35"W	178.22'				C10	83°14'37"	10.19'	14.80'	C20	90°00'00"	10.00'	15.71'				
L11	N29°49'13"W	160.73'															

FOR REVIEW



CLIENT  
**REDLAND**  
1500 WEST CANAL COURT  
LITTLETON, COLORADO 80120

DATE OF PREPARATION:	09-12-2018
SCALE:	1" = 50'
SHEET 6 OF 6	

AzTec Proj. No: 54818-37 Drawn By: R.B.A.

**JOHNSTOWN FARMS  
FILING NO 3**

**PROPOSED FINAL  
DEVELOPMENT PLAN**

**(REVISED 10/25/19)**

# JOHNSTOWN FARMS FILING NO. 3

## FINAL DEVELOPMENT PLAN

PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

### STATEMENT OF INTENT

THIS FINAL DEVELOPMENT PLAN (FDP) IS INTENDED TO SERVE AS A FINAL DEVELOPMENT STANDARD FOR THE P.U.D. ZONING OF THE PROPERTY CONSISTING OF APPROXIMATELY 91 ACRES AT THE SOUTHEAST CORNER OF WCR 17 AND WCR 46-1/2 TO THE TOWN OF JOHNSTOWN, COLORADO. THIS FDP IS INTENDED TO CREATE A COMPATIBLE VARIETY OF RESIDENTIAL LAND USES THAT ARE IN KEEPING WITH THE PROPERTY'S UNIQUE PHYSICAL ASPECTS AND IN TUNE WITH THE HIGH QUALITY AND DISTINCTIVE NEIGHBORHOODS DESIRED BY THE TOWN.

### ZONING

THE ZONING FOR THE PROPERTY IS: PUD-R, PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT.

### LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### PARCEL A:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°11'03" EAST A DISTANCE OF 1014.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD AS RECORDED IN BOOK 221, PAGE 72 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID WELD COUNTY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 36°08'54" EAST, A DISTANCE OF 101.74 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 62°56'25" WEST, A DISTANCE OF 71.96 FEET;

THENCE NORTH 46°04'50" WEST, A DISTANCE OF 124.78 FEET;

THENCE NORTH 61°02'08" WEST, A DISTANCE OF 96.44 FEET;

THENCE NORTH 38°13'50" EAST, A DISTANCE OF 97.60 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 84.23 FEET;

THENCE NORTH 34°32'15" WEST, A DISTANCE OF 252.50 FEET;

THENCE NORTH 68°44'13" EAST, A DISTANCE OF 104.57 FEET;

THENCE SOUTH 59°40'57" EAST, A DISTANCE OF 166.01 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 75.86 FEET;

THENCE NORTH 48°25'30" EAST, A DISTANCE OF 98.93 FEET;

THENCE NORTH 00°51'35" WEST, A DISTANCE OF 178.22 FEET;

THENCE NORTH 29°49'13" WEST, A DISTANCE OF 160.73 FEET;

THENCE SOUTH 86°13'22" WEST, A DISTANCE OF 210.38 FEET;

THENCE NORTH 39°39'32" EAST, A DISTANCE OF 314.41 FEET;

THENCE NORTH 30°51'09" WEST, A DISTANCE OF 193.10 FEET;

THENCE NORTH 22°16'35" EAST, A DISTANCE OF 164.82 FEET;

THENCE NORTH 18°23'04" WEST, A DISTANCE OF 163.95 FEET;

THENCE NORTH 38°14'03" EAST, A DISTANCE OF 293.89 FEET;

THENCE NORTH 73°48'58" EAST, A DISTANCE OF 301.18 FEET;

THENCE NORTH 08°18'54" EAST, A DISTANCE OF 101.30 FEET;

THENCE NORTH 17°05'56" WEST, A DISTANCE OF 312.42 FEET;

THENCE NORTH 00°35'30" EAST, A DISTANCE OF 243.05 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 177.69 FEET TO SAID WESTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

- SOUTH 04°54'49" EAST, A DISTANCE OF 710.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1870.10 FEET;
- SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 578.23 FEET, TO A POINT OF TANGENCY;
- SOUTH 12°48'08" WEST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1870.10 FEET;
- SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 762.00 FEET, TO A POINT OF TANGENCY;
- SOUTH 36°08'54" WEST, A DISTANCE OF 108.94 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 21.970 ACRES, (957,034 SQUARE FEET), MORE OR LESS.

### PARCEL B:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°11'03" EAST A DISTANCE OF 1113.03 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD AS RECORDED IN SAID BOOK 221, PAGE 72, ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

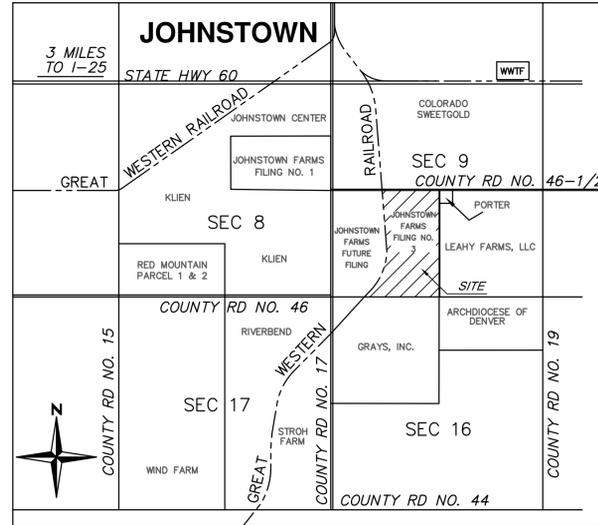
- NORTH 36°08'54" EAST, A DISTANCE OF 153.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1950.10 FEET;
- NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 794.60 FEET, TO A POINT OF TANGENCY;
- NORTH 12°48'08" EAST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1950.10 FEET;
- NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 602.97 FEET, TO A POINT OF TANGENCY;
- NORTH 04°54'49" WEST, A DISTANCE OF 702.44 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 1052.88 FEET TO THE CENTER CORNER OF SECTION 9 AND THE EAST LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID EAST LINE, SOUTH 00°47'32" EAST, A DISTANCE OF 2624.04 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID SOUTH LINE, NORTH 89°11'03" WEST, A DISTANCE OF 1595.06 FEET TO THE **POINT OF BEGINNING**;

CONTAINING AN AREA OF 68.593 ACRES, (2,987,927 SQUARE FEET), MORE OR LESS.



VICINITY MAP  
SCALE: 1" = 2000'

## PROJECT TEAM

### APPLICANT / DEVELOPER

TF JOHNSTOWN FARMS, LP  
385 INVERNESS PKWY., SUITE 310  
ENGLEWOOD, COLORADO 80112  
720.346.2800 voice  
CONTACT: KURT JONES

### OWNER

STARWOOD LAND ADVISORS, LLC  
385 INVERNESS PKWY., SUITE 310  
ENGLEWOOD, COLORADO 80112  
720.346.2800 voice  
CONTACT: KURT JONES

### PLANNING/CIVIL ENGINEERING

REDLAND  
1500 W. CANAL CT.  
LITTLETON, CO 80120  
720.283.6783 voice  
CONTACT: MICHAEL PIETSCHMANN, P.E.

### LANDSCAPE ARCHITECT

EM DUB DESIGN, LLC  
2100 WEST LITTLETON BLVD., SUITE 100  
LITTLETON, CO 80120  
303.882.1237 voice  
CONTACT: MATT WILGENBUSH

### SURVEYOR

AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1  
LITTLETON, CO 80122  
303.713.1899 voice  
CONTACT: TONY PEAL

### FIRE DISTRICT

FRONT RANGE FIRE RESCUE  
P.O. BOX 130  
MILLIKEN, COLORADO 80543  
970.587.4464 voice  
CONTACT: TY DRAGE

### ELECTRIC

XCEL ENERGY  
5300 COLORADO BLVD.  
COMMERCE CITY, COLORADO 80022  
720.240.5208 voice  
CONTACT:

### NATURAL GAS

XCEL ENERGY  
5300 COLORADO BLVD.  
COMMERCE CITY, COLORADO 80022  
720.240.5208 voice  
CONTACT:

### CABLE

CENTURY LINK  
1612 N COLLEGE AVE  
FORT COLLINS, CO 80524  
970.490.7503 voice  
CONTACT: ROBERT RULLI

### TELEPHONE

CENTURY LINK  
1612 N COLLEGE AVE  
FORT COLLINS, CO 80524  
970.490.7503 voice  
CONTACT: ROBERT RULLI

## FDP CIVIL INDEX

SHEET NO.	DESCRIPTION
1 OF 10	COVER SHEET
2 OF 10	NOTES & TYPICAL SECTIONS
3 OF 10	LAND USE STANDARDS
4 OF 10	OVERALL SITE PLAN
5 OF 10	FINAL SITE PLAN
6 OF 10	FINAL SITE PLAN
7 OF 10	UTILITY PLAN
8 OF 10	UTILITY PLAN
9 OF 10	GRADING PLAN
10 OF 10	GRADING PLAN

## FDP LANDSCAPE INDEX

SHEET NO.	DESCRIPTION
LP-000	COVER SHEET
LP-100	LANDSCAPE NOTES AND SCHEDULE
LP-101	LANDSCAPE PLAN
LP-102	LANDSCAPE PLAN
LP-103	LANDSCAPE PLAN
LP-104	LANDSCAPE PLAN
LP-105	LANDSCAPE PLAN
LP-106	LANDSCAPE PLAN
LP-107	LANDSCAPE PLAN
LP-108	LANDSCAPE PLAN
LP-109	LANDSCAPE PLAN
LP-110	LANDSCAPE PLAN
LP-111	LANDSCAPE PLAN
LP-112	LANDSCAPE PLAN
LP-113	LANDSCAPE PLAN
LP-114	LANDSCAPE PLAN
LP-115	LANDSCAPE PLAN
LP-200	LANDSCAPE CALCULATIONS
LP-201	LANDSCAPE ENLARGEMENTS
LP-300	SITE DETAILS
LP-301	SITE DETAILS
LP-302	SITE DETAILS
LI-101	WATER USE AND HYDROZONE PLAN

### TOWN COUNCIL APPROVAL

THIS FINAL DEVELOPMENT PLAN KNOWN AS THE JOHNSTOWN FARMS FILING 3 FINAL DEVELOPMENT PLAN, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER \_\_\_\_\_, PASSED AND ADOPTED ON FINAL READING AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO,

HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
MAYOR

LAND USE TABLE						
FILING 3 SINGLE FAMILY MEDIUM DENSITY						
	ACREAGE	UNITS	AVERAGE SIZE	GROSS DENSITY /USE	FUTURE OWNERSHIP	MAINTENANCE RESPONSIBILITY
RESIDENTIAL	40.86	241	7406	2.66	DEVELOPER	
RIGHT OF WAY	15.49				TOWN	TOWN
TRACT A	15.01			OPEN SPACE	TOWN	MD
TRACT B	7.61			OPEN SPACE	MD	PROPERTY OWNER
TRACT C	0.81			OPEN SPACE	MD	PROPERTY OWNER
TRACT D	0.25			OPEN SPACE	MD	PROPERTY OWNER
TRACT E	0.35			OPEN SPACE	MD	PROPERTY OWNER
TRACT F	3.46			OPEN SPACE	MD	PROPERTY OWNER
TRACT G	6.73			OPEN SPACE	MD	PROPERTY OWNER
TOTAL FILING 3	90.56					

DEVELOPER IS "TF JOHNSTOWN FARMS, L.P."  
TOWN IS "TOWN OF JOHNSTOWN"  
HOA IS AN OWNERS ASSOCIATION FORMED FOR PROPERTY SUBJECT TO THIS FDP.  
MD IS JOHNSTOWN FARMS METROPOLITAN DISTRICT, ITS SUCCESSORS AND ASSIGNS.



NOT FOR CONSTRUCTION

DATE	NO.	NO.	DESCRIPTION
08/27/18	1	1ST SUBMITTAL	
12/10/18	2	2ND SUBMITTAL	
03/27/19	3	3RD SUBMITTAL	
10/25/19	4	4TH SUBMITTAL	

DATE	NO.	NO.	DESCRIPTION
08/27/18	1	1ST SUBMITTAL	
12/10/18	2	2ND SUBMITTAL	
03/27/19	3	3RD SUBMITTAL	
10/25/19	4	4TH SUBMITTAL	

JOHNSTOWN FARMS FILING NO. 3

COVER SHEET

SHEET

# JOHNSTOWN FARMS FILING NO. 3

## FINAL DEVELOPMENT PLAN

PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.



**NOT FOR CONSTRUCTION**

DRAWN	JMG
CHECKED	BAR
APPROVED	MTP
PROJECT NO.	18012.02
HORIZ. SCALE	
VERT. SCALE	

DATE	NO.	NOTES
08/27/18	1	1ST SUBMITTAL
12/10/18	2	2ND SUBMITTAL
03/27/19	3	3RD SUBMITTAL
10/25/19	4	4TH SUBMITTAL

**JOHNSTOWN FARMS FILING NO. 3**  
**NOTES & TYPICAL SECTIONS**

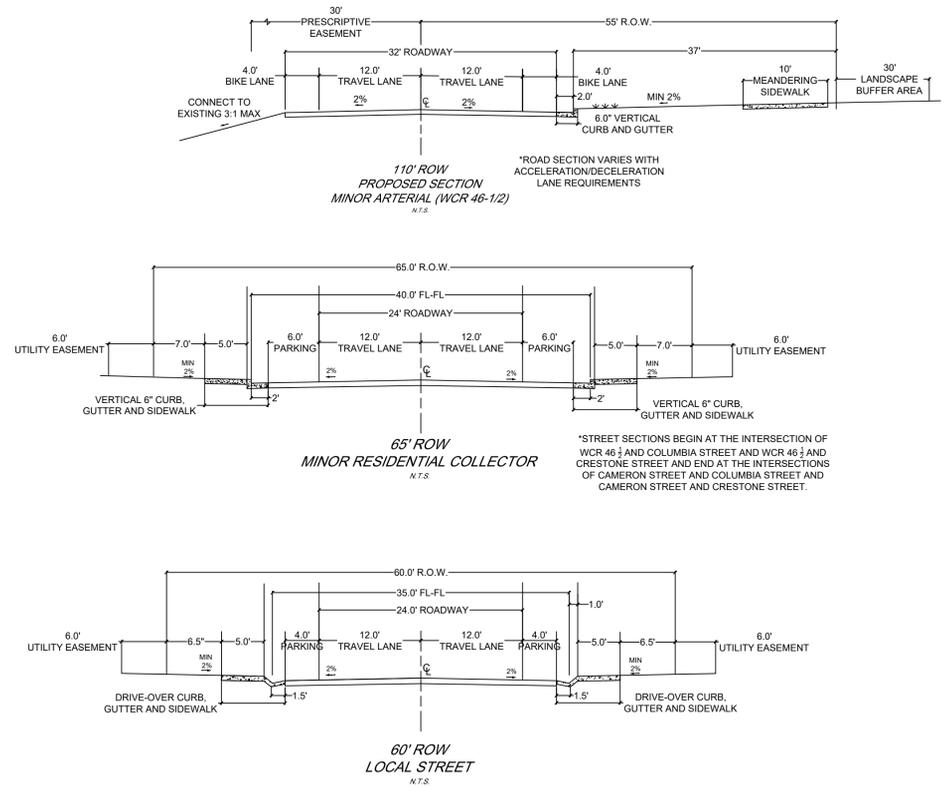
SHEET

### PROPOSED LEGEND

- PROPERTY LINE
- R.O.W.
- LOT LINE
- SETBACK
- EASEMENT
- ROAD CENTERLINE
- CURB AND GUTTER (CATCH)
- CURB AND GUTTER (SPILL)
- SIDEWALK
- STORM SEWER
- SANITARY SEWER
- WATER LINE
- MANHOLE w/ DIA. (FT.)
- INLET
- FLARED END SECTION
- WATER BEND
- WATER CROSS
- WATER TEE
- WATER REDUCER
- WATER VALVE
- FIRE HYDRANT
- PLUG/CAP
- SANITARY SEWER SERVICE (\* INDICATES NON-TYPICAL LOCATION)
- WATER SERVICE (\* INDICATES NON-TYPICAL LOCATION)
- UTILITY CROSSING
- RETAINING WALL
- CONTOUR MAJOR
- CONTOUR MINOR
- SPOT ELEVATION
- SLOPE ARROW (4:1 MAX UNLESS NOTED OTHERWISE)
- LIMITS OF CONSTRUCTION / SAWCUT
- LOT TYPE
- LINE OF SIGHT
- OVER FLOW ARROW
- BLOCK NUMBER
- GRAVEL ACCESS ROAD
- LITTLE THOMPSON RIVER CHANNEL SECTION
- PIPE ENCASEMENT

### EXISTING LEGEND

- PROPERTY LINE
- R.O.W.
- LOT LINE
- EASEMENT LINE
- SECTION LINE
- ROAD CENTERLINE
- EDGE OF PAVEMENT
- CURB AND GUTTER
- CONCRETE
- FENCE
- RETAINING WALL
- WATER LINE
- SANITARY SEWER
- STORM SEWER
- ELECTRIC LINE
- GAS LINE
- TELEPHONE LINE
- FIBER LINE
- OVERHEAD ELECTRIC LINE
- CABLE TELEVISION
- CONTOUR MAJOR
- CONTOUR MINOR
- 100YR FLOOD PLAIN (CHAMP)
- 100YR FLOOD PLAIN (FEMA)



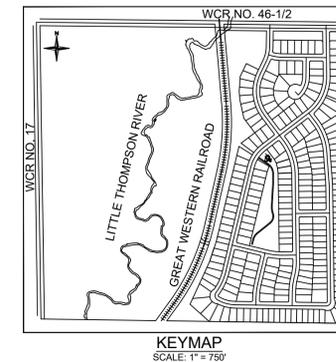
I:\2018\18012 - Johnstown Farms Filing No. 3\Notes & Sections.dwg tab: C:\1\NOTES & TYPICAL SECTIONS Oct 25, 2019 - 4:03pm bjohnk



# JOHNSTOWN FARMS FILING NO. 3

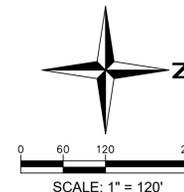
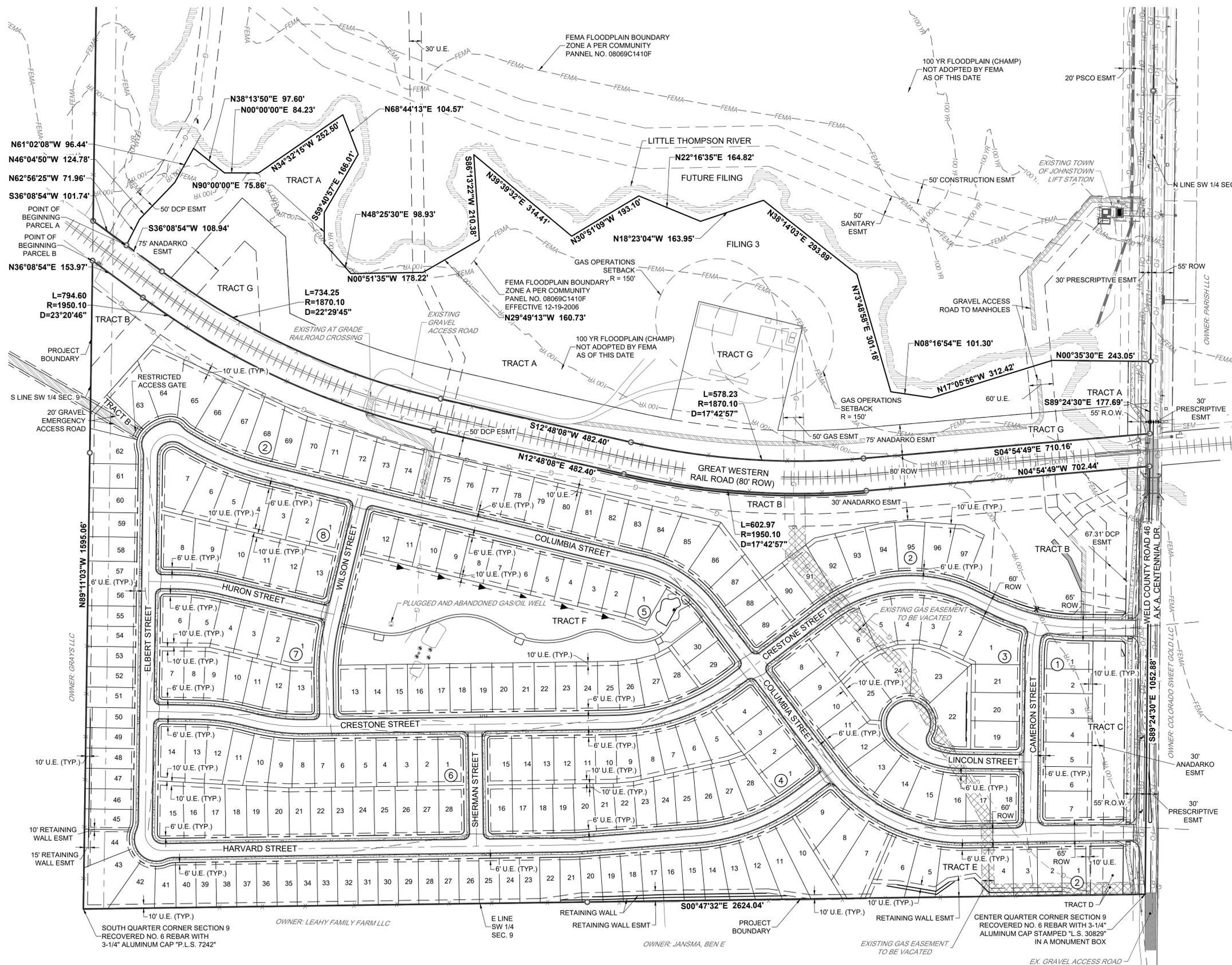
## FINAL DEVELOPMENT PLAN

PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.



### LOT SUMMARY

FILING 3 = 241  
60 FOOT FRONTAGE = 119  
50 FOOT FRONTAGE = 122



**Redland**  
WHERE GREAT PLACES BEGIN

1500 West 10th Street, Suite 100  
Littleton, Colorado 80120  
REDLAND.COM

**NOT FOR CONSTRUCTION**

DATE	NO.	DESCRIPTION	NOTES
08/27/18	1	1ST SUBMITTAL	
12/10/18	2	2ND SUBMITTAL	
03/27/19	3	3RD SUBMITTAL	
10/25/19	4	4TH SUBMITTAL	

**JOHNSTOWN FARMS FILING NO. 3**

**OVERALL SITE PLAN**

I:\2018\18072 - Johnstown Farms Filing No. 3\1 Final Site Plan.dwg tab: C2.1 Overall Site Plan Oct 25, 2019 - 4:03pm jblank

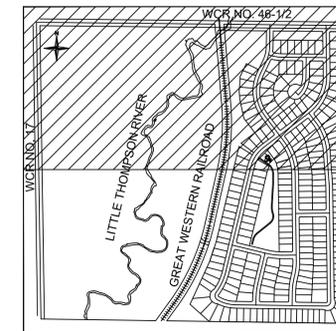




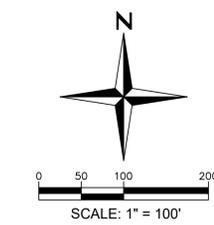
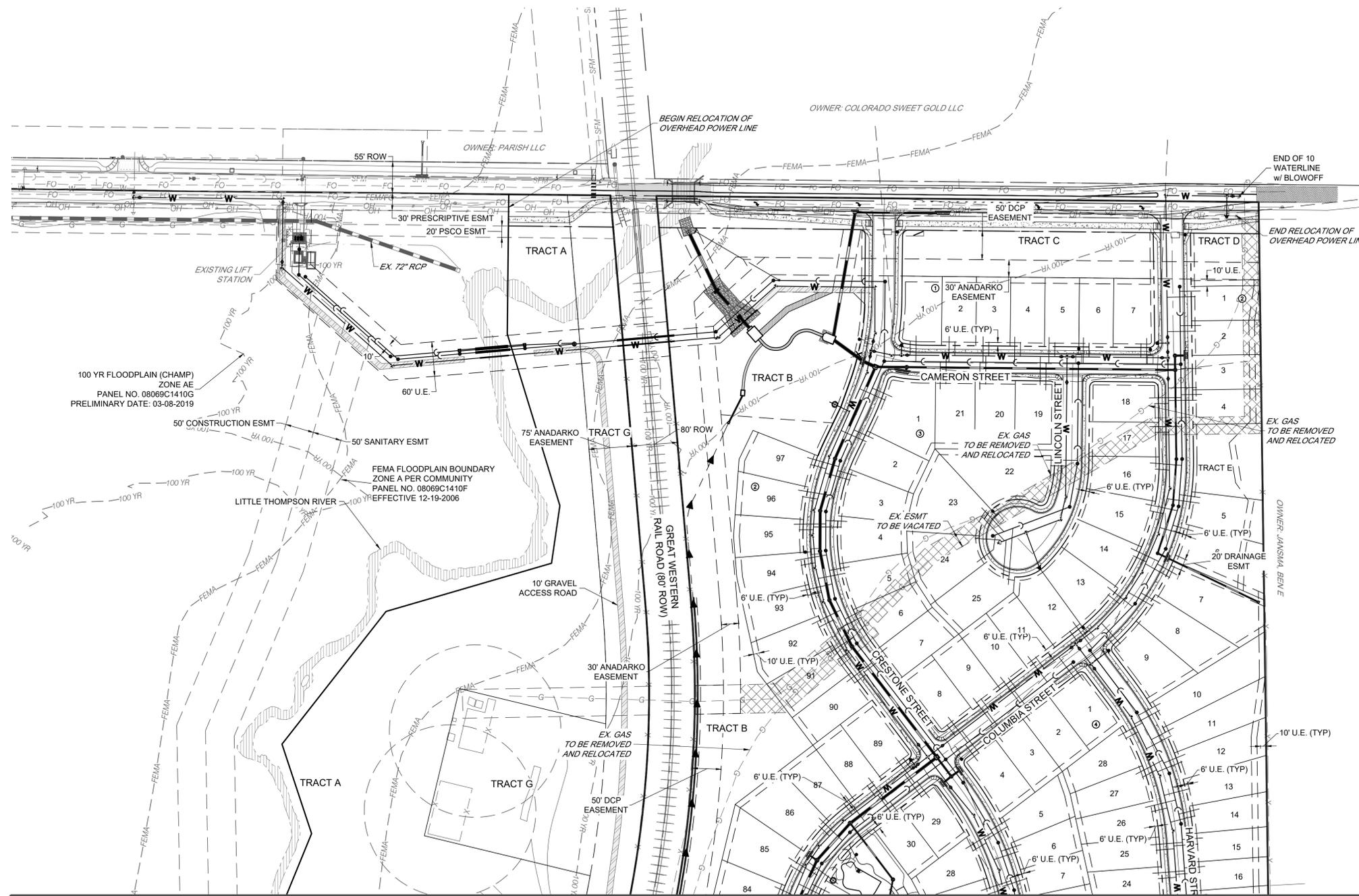
# JOHNSTOWN FARMS FILING NO. 3

## FINAL DEVELOPMENT PLAN

PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.



KEYMAP  
SCALE: 1" = 750'



**NOT FOR CONSTRUCTION**

DRAWN	JMG
CHECKED	BAR
APPROVED	MTP
PROJECT NO.	18012.02
HORIZ. SCALE	1" = 100'
VERT. SCALE	

DATE	NO.	NOTES
08/27/18	1	1ST SUBMITTAL
12/10/18	2	2ND SUBMITTAL
03/27/19	3	3RD SUBMITTAL
10/25/19	4	4TH SUBMITTAL

**JOHNSTOWN FARMS FILING NO. 3**

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**UTILITY PLAN**

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**Redland**  
WHERE GREAT PLACES BEGIN

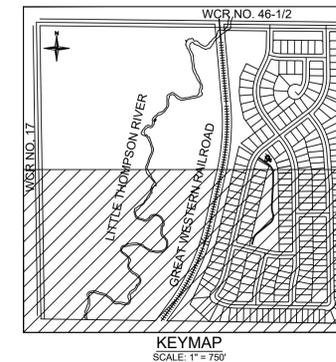
1500 West 10th Street  
Littleton, Colorado 80120  
REDLAND.COM

**STARWOOD**  
LAND ADVISORS, LLC

# JOHNSTOWN FARMS FILING NO. 3

## FINAL DEVELOPMENT PLAN

PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.



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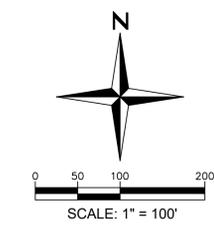
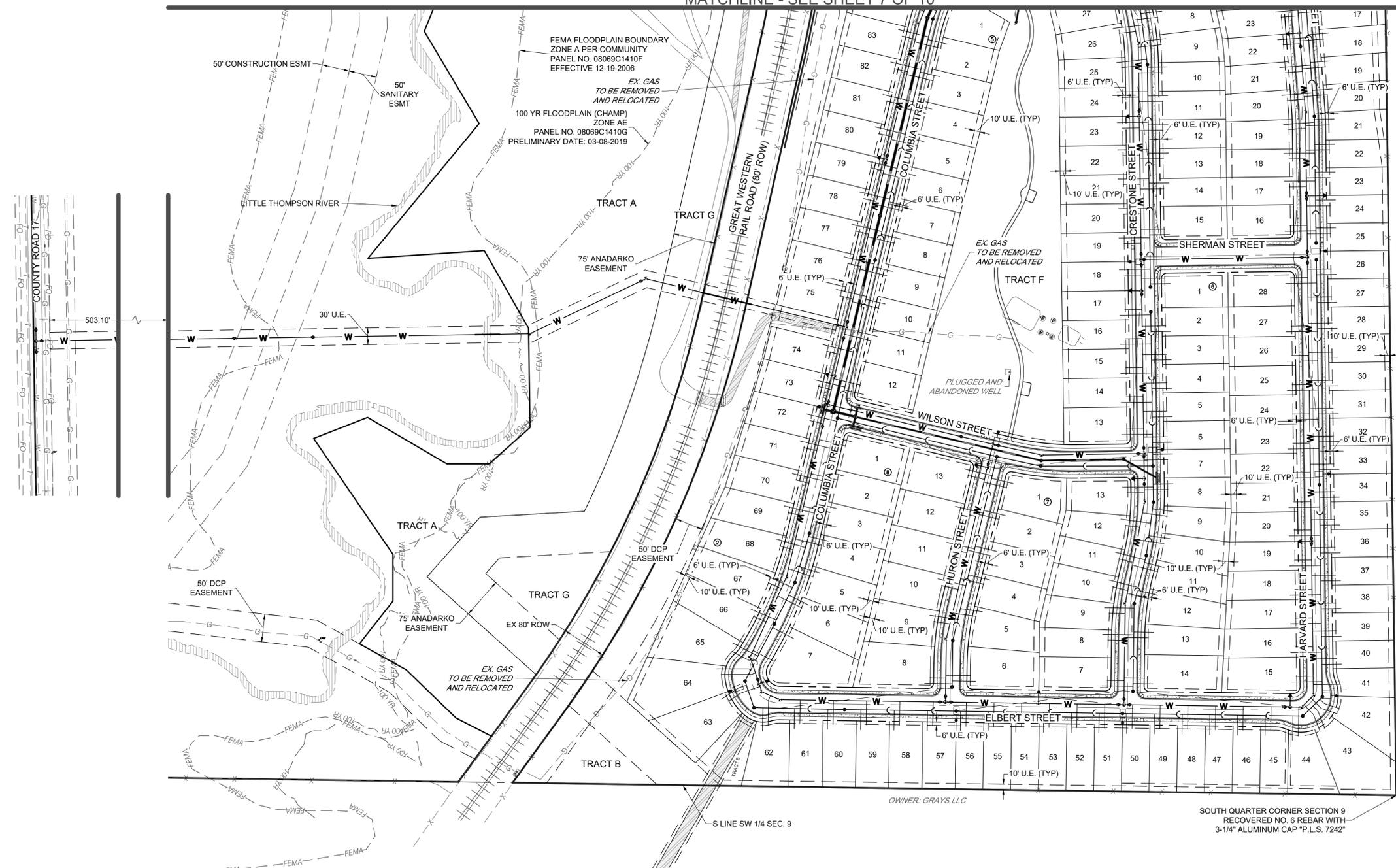
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03/27/19	3	3RD SUBMITTAL
10/25/19	4	4TH SUBMITTAL

**JOHNSTOWN FARMS FILING NO. 3**

**UTILITY PLAN**

MATCHLINE - SEE SHEET 7 OF 10

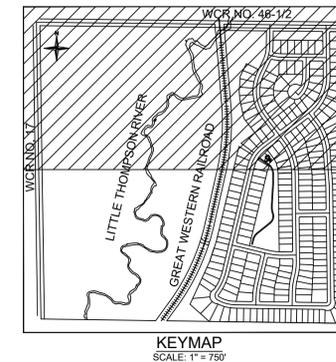


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# JOHNSTOWN FARMS FILING NO. 3

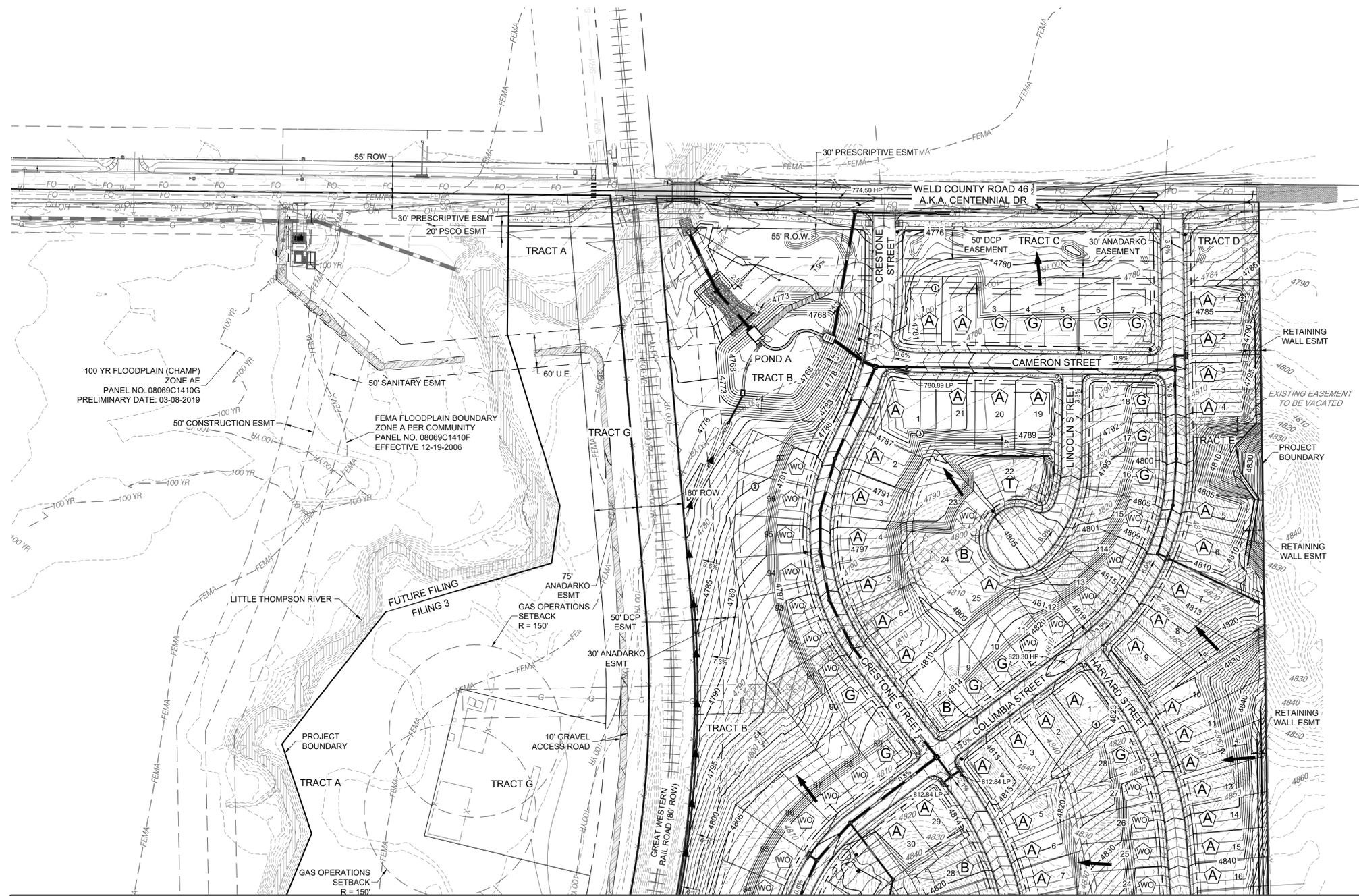
## FINAL DEVELOPMENT PLAN

PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
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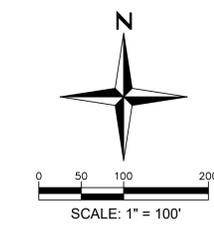


**NOT FOR CONSTRUCTION**

**GENERAL OVERLOT DRAINAGE NOTE:** "LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH THE APPROVED GRADING AND 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 IN ACCORDANCE WITH TOWN CRITERIA. 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 OPERATION AND/OR MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER."



MATCHLINE - SEE SHEET 10 OF 10



DATE	NO.	NO.	DESCRIPTION
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12/10/18	2	2ND SUBMITTAL	
03/27/19	3	3RD SUBMITTAL	
10/25/19	4	4TH SUBMITTAL	

DATE	NO.	NO.	DESCRIPTION

**JOHNSTOWN FARMS FILING NO. 3**

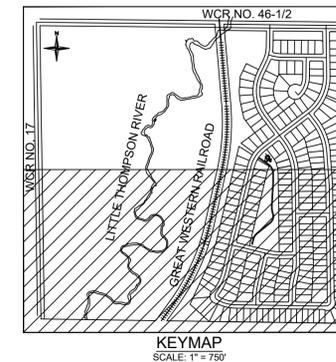
**GRADING PLAN**

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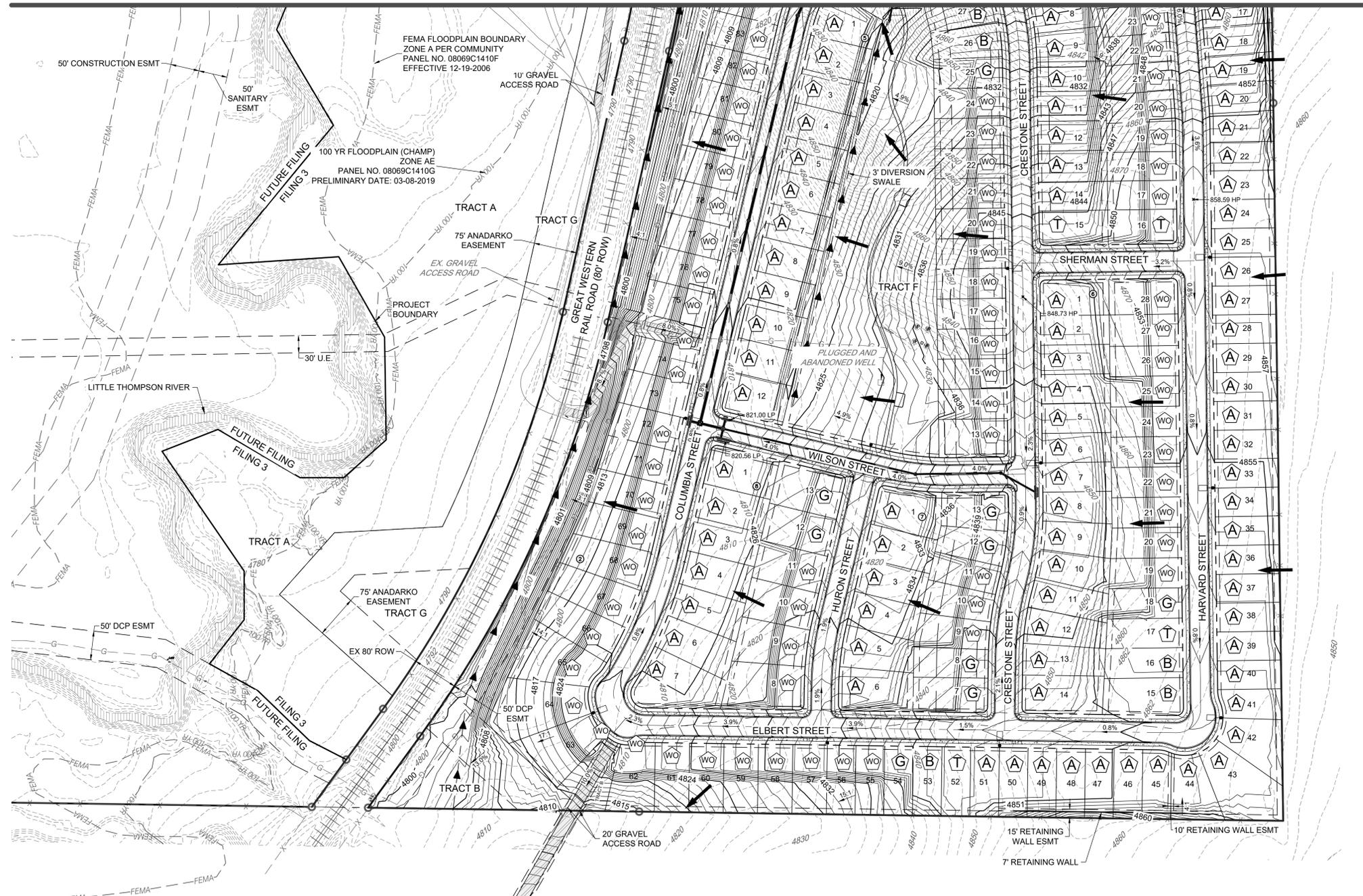
# JOHNSTOWN FARMS FILING NO. 3

## FINAL DEVELOPMENT PLAN

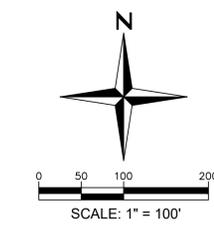
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MATCHLINE - SEE SHEET 9 OF 10



**GENERAL OVERLOT DRAINAGE NOTE:** "LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH THE APPROVED GRADING AND 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 IN ACCORDANCE WITH TOWN CRITERIA. 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 OPERATION AND/OR MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER."



**Redland**  
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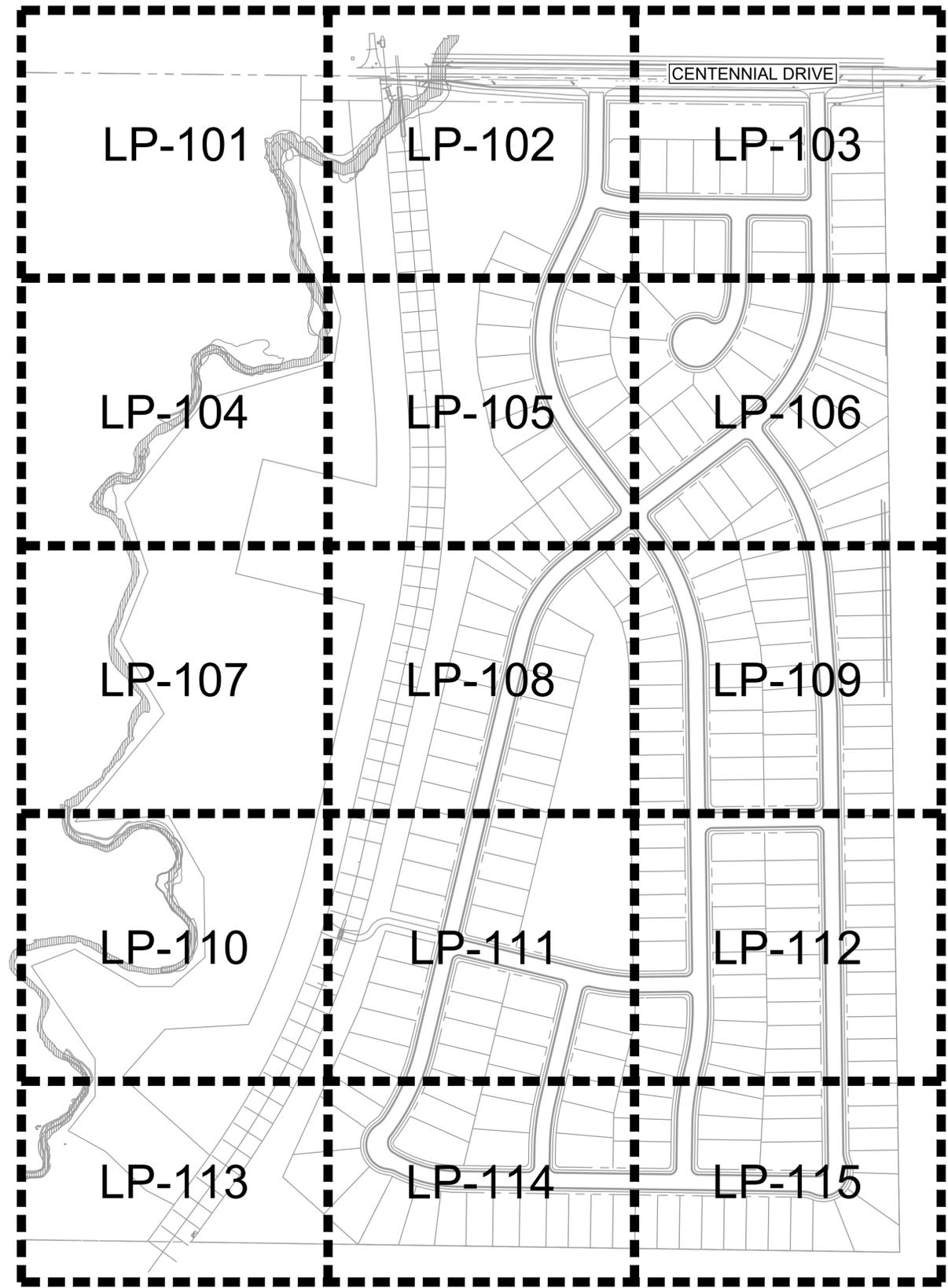
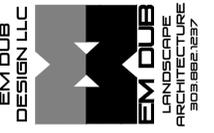
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APPROVED	MTP	PROJECT NO.	18012.02
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**JOHNSTOWN FARMS FILING NO. 3**

**GRADING PLAN**

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**SHEET INDEX:**

#	SHEET #	DESCRIPTION	#	SHEET #	DESCRIPTION
1.	LP-000	COVER SHEET	13.	LP-111	LANDSCAPE PLAN
2.	LP-100	LANDSCAPE NOTES AND SCHEDULE	14.	LP-112	LANDSCAPE PLAN
3.	LP-101	LANDSCAPE PLAN	15.	LP-113	LANDSCAPE PLAN
4.	LP-102	LANDSCAPE PLAN	16.	LP-114	LANDSCAPE PLAN
5.	LP-103	LANDSCAPE PLAN	17.	LP-115	LANDSCAPE PLAN
6.	LP-104	LANDSCAPE PLAN	18.	LP-200	LANDSCAPE CALCULATIONS
7.	LP-105	LANDSCAPE PLAN	19.	LP-201	LANDSCAPE ENLARGEMENTS
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10.	LP-108	LANDSCAPE PLAN	22.	LP-302	SITE DETAILS
11.	LP-109	LANDSCAPE PLAN	23.	LI-101	WATER USE AND HYDROZONE PLAN
12.	LP-110	LANDSCAPE PLAN			

PROJECT NAME: **JOHNSTOWN FARMS FILING NO. 3**

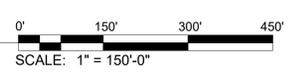
SHEET NAME: **COVER SHEET**

DESIGNED BY:	PCM
DRAWN BY:	MJS
CHECKED BY:	MDW
PROJECT NUMBER:	18-011
DATE ISSUED:	9-21-2018

ISSUE / ADDENDA / REVISIONS		
No.:	DATE:	BY:
1	12-07-2018	PCM
DESCRIPTION: 2nd Submittal		
No.:	DATE:	BY:
2	06-10-2019	PCM
DESCRIPTION: 3rd Submittal		
No.:	DATE:	BY:
3	10-25-2019	PCM
DESCRIPTION: 4th Submittal		
No.:	DATE:	BY:
No.:	DATE:	BY:
No.:	DATE:	BY:
No.:	DATE:	BY:

SHEET: **LP-000**

1 OVERALL KEY MAP



## LANDSCAPE SPECIFICATIONS

### GENERAL NOTES:

- LANDSCAPE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO STARTING WORK. LANDSCAPE CONTRACTOR SHALL EXAMINE THE SITE PRIOR TO STARTING WORK AND NOTIFY OWNER OF ANY EXISTING CONDITIONS THAT PREVENT INSTALLATION AND/OR COMPLETION OF WORK AS SPECIFIED IN THE PLAN DOCUMENTS. NO MODIFICATIONS OR SUBSTITUTIONS SHALL BE ALLOWED UNLESS PRIOR WRITTEN APPROVAL BY THE OWNER AND/OR TOWN OF JOHNSTOWN IS RECEIVED BY THE CONTRACTOR.
- LANDSCAPE CONTRACTOR SHALL LOCATE AND STAKE ALL TREES, SHRUBS AND PLANTING BEDS ACCORDING TO LOCATIONS SHOWN ON DRAWINGS. ALL PLANTING STAKE LOCATIONS SHALL BE SUBJECT TO REVIEW AND APPROVAL BY OWNER PRIOR TO THE START OF PLANTING OPERATIONS. LANDSCAPE CONTRACTOR SHALL MAKE MODIFICATIONS IN STAKE LOCATIONS AS DIRECTED BY OWNER.
- LANDSCAPE CONTRACTOR SHALL PROVIDE PLANT PROTECTION AND DELIVERY AS FOLLOWS:
  - ALL PLANT MATERIAL SHALL BE PROTECTED, FROM TIME OF DIGGING TO TIME OF FINAL ACCEPTANCE, FROM INJURY, EXCESSIVE DRYING FROM WINDS, IMPROPER VENTILATION, OVER-WATERING, FREEZING, HIGH TEMPERATURES, OR ANY OTHER CONDITION DAMAGING TO PLANTS.
  - PLANT MATERIAL SHALL BE PLANTED ON THE DAY OF DELIVERY IF POSSIBLE. ALL PLANTS NOT PLANTED ON THE DAY OF DELIVERY SHALL BE PLACED IN A TEMPORARY NURSERY AND KEPT MOIST, SHADED, AND PROTECTED FROM THE SUN AND WIND. EACH ROOTBALL SHALL BE COVERED ENTIRELY WITH MULCH. ALL PLANT MATERIALS SHALL BE INSTALLED PER THE PLAN DRAWINGS AND SPECIFICATIONS.
  - LANDSCAPE CONTRACTOR SHALL PROVIDE PLANT MATERIALS THAT COMPLY WITH THE REQUIREMENTS OF THE MOST RECENT ANSI Z 60.1 "STANDARDS FOR NURSERY STOCK" UNLESS OTHERWISE SPECIFIED. CALIPER OF B&B TREES SHALL BE TAKEN 6 INCHES ABOVE THE GROUND UP TO AND INCLUDING 4 INCH CALIPER SIZE, AND 12 INCHES ABOVE THE GROUND FOR LARGER SIZES. ALL STREET TREES SHALL HAVE A MINIMUM BRANCHING HEIGHT OF 8 FEET UNLESS OTHERWISE SPECIFIED.
- VISIBILITY REQUIREMENTS:
  - LANDSCAPE AND BERMS LOCATED WITHIN THE SIGHT TRIANGLES OF STREET AND DRIVE INTERSECTIONS SHALL NOT EXCEED 30 INCHES ABOVE TOP OF CURB.
  - TREES THAT ARE PLANTED BY STREETS AND PEDESTRIAN WALKWAYS SHALL BE KEPT PRUNED FROM THE GROUND TO A HEIGHT OF 8 FEET.
- ALL LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM INSTALLED WITH SEPARATE ZONES UNLESS OTHERWISE NOTED ON THE PLANS. CONTRACTOR SHALL PROVIDE SPRAY AND/OR ROTOR IRRIGATION TO LAWN AREAS; DRIP (OR OTHER LOW WATER USE EQUIVALENT) IRRIGATION TO PLANT BED AREAS. ALL IRRIGATION SYSTEMS SHALL BE DESIGNED AND INSTALLED TO MEET SECTION H.5 OF THE CURRENT TOWN OF JOHNSTOWN LANDSCAPE STANDARDS AND SPECIFICATIONS.
- ALL PLANTING BEDS SHALL HAVE A MINIMUM 3" DEPTH OF SPECIFIED MULCH INSTALLED IN ACCORDANCE WITH PLAN DRAWINGS, DETAILS AND SPECIFICATIONS. SPECIFICALLY SEE NOTE 6 UNDER "PLANTING NOTES" SPECIFICATIONS.
- LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL IMPROVEMENTS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF INITIAL ACCEPTANCE BY OWNER.
- LANDSCAPE CONTRACTOR SHALL GUARANTEE SOD AND IRRIGATED PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF INITIAL ACCEPTANCE BY OWNER.
- LANDSCAPE CONTRACTOR SHALL GUARANTEE IRRIGATED SEEDED AREAS FOR PERIOD OF TWO (2) YEARS TO ESTABLISH REQUIRED FULL STAND OF "WEED-FREE" GRASS FROM THE TIME OF INITIAL ACCEPTANCE BY OWNER.
- LANDSCAPE CONTRACTOR SHALL GUARANTEE NON-IRRIGATED SEED AREAS AND NON-IRRIGATED PLANT MATERIAL FOR PERIOD OF THREE (3) YEARS TO ESTABLISH REQUIRED FULL STAND OF "WEED-FREE" GRASS FROM THE TIME OF INITIAL ACCEPTANCE BY OWNER.
- DEVELOPER SHALL ENSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH THE PLANS PREPARED BY OTHER CONSULTANTS SO THAT THE PROPOSED GRADING, STORM DRAINAGE OR OTHER PROPOSED CONSTRUCTION DOES NOT CONFLICT WITH NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS AS DESIGNATED ON THIS PLAN.
- LANDSCAPE CONTRACTOR SHALL COORDINATE THE INSTALLATION SCHEDULE WITH THE DEVELOPER AND/OR GENERAL CONTRACTOR TO AVOID CONFLICTS AND DELAYS IN CONSTRUCTION.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING "AS-BUILT" DRAWINGS OF THE INSTALLED LANDSCAPE AND IRRIGATION TO THE OWNER.
- THE TOWN OF JOHNSTOWN OWNS ALL LAND WITHIN PUBLIC RIGHT OF WAY. MAINTENANCE OF SAID PROPERTY IS RESPONSIBILITY OF HOME OWNER OR H.O.A. AS DESIGNATED IN PROPERTY CONTRACTS UNLESS OTHERWISE CONTRACTED.

### PLANTING NOTES:

- ALL PLANTS SHALL BE INSTALLED IN ACCORDANCE WITH THE PLAN SPECIFICATIONS AND DRAWING DETAILS. NO SUBSTITUTIONS OR ALTERATIONS MAY BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE OWNER.
- ALL PLANTS SHALL BE PLACED AND KEPT PLUMB AND STRAIGHT AS PIT IS FILLED WITH SPECIFIED BACKFILL MIX. ANY PLANT THAT IS NOT UPRIGHT AND PLUMB PRIOR TO FINAL ACCEPTANCE WILL BE REJECTED.
- ALL NEW TREES ARE TO BE STAKED AND GUYED FOR A PERIOD OF ONE YEAR FROM THE TIME OF PLANTING IN ACCORDANCE WITH PLAN SPECIFICATIONS. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF STAKES, GUYS AND/OR WRAPS AT END OF ONE YEAR.
- 4" ROLL-TOP STEEL EDGING SHALL BE USED TO SEPARATE PLANTING BEDS FROM GRASS AREAS UNLESS OTHERWISE NOTED ON DRAWINGS.
- ALL PLANTING BEDS SHALL HAVE A MINIMUM 3" DEPTH OF SPECIFIED MULCH WITH GEOTEXTILE FABRIC AS A WEED BARRIER, UNLESS OTHERWISE NOTED ON DRAWINGS.
- MULCH SETTING AND DEPTH:
  - TREES AND SHRUBS IN PLANTING BEDS - 4" DEPTH OF 1-1/2" GRAVEL MULCH OVER GEOTEXTILE FABRIC. MULCH A MINIMUM OF 3" CLEAR FROM BASE OF PLANTS.
  - TREES IN LAWN AREAS - 3" DIA. MULCH RING x 3" DEPTH OF CEDAR FIBER MULCH. DEPTH TO BE MEASURED AFTER SETTLEMENT AND COMPACTING, UNLESS OTHERWISE NOTED ON DRAWINGS AND/OR DETAILS. KEEP MULCH A MINIMUM OF 3" FROM BASE OF PLANTS. NO GEOTEXTILE SHALL BE USED FOR TREES IN LAWN.
- GEOTEXTILE FABRIC (FILTER FABRIC): UNDERLAYMENT FABRIC SHALL BE MIRAFI, MIRASCAPE, DUPONT TYPAR 3301 OR APPROVED SUBSTITUTE (SUBMIT SAMPLE).

### SOIL SPECIFICATIONS:

- TOPSOIL SHALL BE FERTILE, FRIABLE, SANDY LOAM AND SHALL BE FREE OF STONES OVER .75" IN DIAMETER, REFUSE, PLANTS OR THEIR ROOTS, STICKS, NOXIOUS WEEDS, SALTS, SOIL STERILANTS, OR OTHER MATERIAL WHICH WOULD BE DETRIMENTAL TO PLANT GROWTH.
- ORGANIC MATTER SHALL CONSIST OF DRY, WELL-ROTTED, MINIMUM ONE YEAR OLD, HORSE, SHEEP OR DAIRY COW MANURE OR OTHER ORGANIC MATTER ACCEPTABLE BY OWNER. ALL ORGANIC MATTER SHALL BE FREE OF LIVE WEED SEEDS AND CHEMICAL ADDITIVES.
- SOIL PREPARATION FOR AREAS TO BE SODDED SHALL INCLUDE TOPSOIL AND ORGANIC MATTER ADDED AT A RATE OF THREE CUBIC YARDS PER ONE THOUSAND SQUARE FEET AND TILLED SIX INCHES INTO THE SOIL.
- SOIL PREPARATION FOR TREE, SHRUB, AND ALL PLANT BEDS SHALL INCLUDE TOPSOIL AND ORGANIC MATTER ADDED AT A RATE OF THREE CUBIC YARDS PER ONE THOUSAND SQUARE FEET AND TILLED SIX INCHES INTO THE SOIL.

### LAWN AREA SPECIFICATIONS:

#### SOD

- GENERAL: THE LANDSCAPE CONTRACTOR SHALL PROVIDE ALL LABOR, EQUIPMENT AND MATERIAL NECESSARY TO FURNISH AND INSTALL ALL SOD AS REQUIRED BY THE DRAWINGS AND SPECIFICATIONS.
- FERTILIZER: ALL FERTILIZER SHALL BE A GENERAL ALL PURPOSE ORGANIC FERTILIZER (10-10-10) OR BETTER. APPLY FERTILIZER ACCORDING TO SOIL TEST RECOMMENDATIONS.
- SOD: SOD SHALL HAVE A VIGOROUS AND HEALTHY ROOT SYSTEM AND TOP GROWTH AND SHALL BE FREE OF INSECTS, NOXIOUS WEEDS, UNDESIRABLE PLANTS, ROOTS, STONES, AND OTHER FOREIGN MATERIALS WHICH MAY BE DETRIMENTAL TO PROPER DEVELOPMENT OF THE SOD. SOD SHALL BE REGULARLY FERTILIZED, WATERED, MOWED AND SPRAYED.
- SOD FOR ALL OTHER AREAS SHALL PER THE SOD AND SEED MIX LEGEND.
- CARE AND HANDLING PROCESS: CARE SHALL BE EXERCISED AT ALL TIMES TO RETAIN THE SOIL ON THE SOD ROOTS DURING TRANSPORTATION, HANDLING AND PLANTING. THE SOD SHALL BE TRANSPORTED WITHIN 24 HOURS FROM THE TIME IT IS CUT. DURING DELIVERY AND WHILE IN STACKS, ALL SOD SHALL BE KEPT MOIST AND PROTECTED FROM AIR EXPOSURE, SUN AND FREEZING. ALL DAMAGED SOD SHALL BE REJECTED.
- SODDING PROCESS: PRIOR TO INSTALLATION, FINISH GRADING SHALL BE APPROVED BY THE OWNER. THE LANDSCAPE CONTRACTOR SHALL LIGHTLY IRRIGATE THE SOD BED JUST PRIOR TO LAYING THE SOD. ALL SOD STRIPS SHALL BE PLACED TIGHTLY AGAINST EACH OTHER SO THAT NO OPEN JOINTS ARE APPARENT. JOINTS BETWEEN ENDS OF STRIPS SHALL BE STAGGERED AT LEAST ONE FOOT BETWEEN ADJACENT ROWS. ALONG WALKS, DRIVES AND CURBS, THE SOD THAT CH SHALL HAVE FINISHED GRADE 3/4 INCH BELOW THE ADJUTING SURFACES. SODDING SHALL BEGIN AT THE BOTTOM AND PROGRESS UPWARD WITH STRIP LAID PERPENDICULAR TO THE FLOW OF THE WATER. IMMEDIATELY AFTER THE SOD HAS BEEN LAID, IT SHALL BE ROLLED WITH APPROVED EQUIPMENT TO ELIMINATE ALL AIR POCKETS AND TO PROVIDE A SMOOTH AND EVEN SURFACE OF THE SODDED AREAS. SUFFICIENT WATER SHALL BE APPLIED TO SATURATE THE SOD COMPLETELY. THE SOD SHALL BE PROTECTED FROM DRYING AND SHALL BE WATERED AS OFTEN AS REQUIRED.

#### SEEDING NOTES

##### I. SEEDBED PREPARATION

- THE SEEDBED SHALL BE MOSTLY FREE OF WEEDS.
- PREPARING THE SEEDBED SHOULD BE TIMED WITH APPROPRIATE PLANTING DATES TO CONSERVE SOIL MOISTURE AND PREVENT WIND AND WATER EROSION.
- SEEDING OF NATURAL AREAS WITH AN IRRIGATION SYSTEM CAN OCCUR ANY TIME DURING THE GROWING SEASON. SEEDING OF PREVIOUSLY APPROVED NATURAL AREAS WITHOUT A PERMANENT IRRIGATION SYSTEM SHALL OCCUR BETWEEN NOVEMBER 1ST AND MAY 1ST, BUT AT NO TIME WHEN SOIL IS FROZEN.
- OBTAIN REPRESENTATIVE SOIL SAMPLES BASED ON THE NATURAL RESOURCES CONSERVATION SERVICE (NRCS) GUIDELINES FOR ANALYSIS OF SOIL TYPE AND AMOUNTS OF ORGANIC MATTER AND NUTRIENTS IN PRE-AMENDED SOIL. INCORPORATE ONE OF THE FOLLOWING AMENDMENT TREATMENTS (TYPICAL RATES ARE SHOWN AND SHALL BE ADJUSTED BASED ON RESULTS OF SOIL SAMPLES):
  - 60 LBS/AC OF MYCORRHIZAL INOCULUM AM 120 OR EQUAL AND BIOSOL FORTE™ AT 1300 LBS/AC. (AVAILABLE AT PAWNEE BUTTES SEED COMPANY, GREELEY)
  - LESCO 15-3-7 WITH 50% BIOSOLID AT A RATE OF 348 LBS/AC. (AVAILABLE AT JOHN DEERE LANDSCAPES, BROOMFIELD)
  - IF AREA IS TO BE OVERSEEDED BY DRILLING INTO AN EXISTING NATIVE GRASS STAND, THEN APPLY ONLY BIOSOL FORTE™. CHECK PRODUCT SPECIFICATIONS FOR THE CORRECT TOPDRESSING RATE.
- PREPARE THE SEEDBED TO BE FLUFFY BUT FIRM AND FREE OF DEBRIS INCLUDING OLD WEED MATTER AND ROCKS. SOIL CLOUDS SHOULD BE LESS THAN 1" IN DIAMETER AND WHEN WALKING ACROSS THE BED, A SHOE IMPRINT IN THE SOIL SHOULD NOT BE DEEPER THAN 1".
- BEFORE PLANTING, CONTACT THE OWNER TO INSPECT AND APPROVE SEED BEDS.

##### II. PLANTING

- ALL SEED SHALL BE INSTALLED AS FOLLOWS. DO NOT USE WET SEED WHICH IS MOLDY OR OTHERWISE DAMAGED IN TRANSIT OR STORAGE. DELIVER SEED TO JOB SITE IN THE ORIGINAL CONTAINERS AND SUBMIT CERTIFIED LABELS TO THE OWNER.
- SEED SHALL BE UNIFORMLY SOWN OVER APPROVED. SOIL PREPARED AND GRADED GROUND BY MEANS OF THE SPECIFIED SEEDING EQUIPMENT. DRILL 50% OF THE SEED IN ONE DIRECTION, AND THE OTHER 50% AT RIGHT ANGLES TO THE FIRST DRILLING. THE DIRECTION OF THE FINAL DRILLING SHALL ALWAYS BE AT RIGHT ANGLES TO SLOPED GRADE, OR PARALLEL TO THE CONTOURS OF THE SLOPE. THE DRILL SHALL BE SET TO MAINTAIN A UNIFORM PLANTING PATTERN AND SEED PLANTING DEPTH OF 1/4 - 3/4 INCHES.
- IF SEED AREAS ARE TOO NARROW FOR DRILL SEEDING, LESS THAN 6 FEET WIDE, OR TOO STEEP, HYDROSEEDING OR BROADCAST SEEDING AT A RATE DOUBLE TO THE DRILLING RATE IS ACCEPTABLE. IF HYDROSEEDING, APPLY SEED PLUS 10% OF THE MULCH IN THE FIRST PASS AND REMAINING 90% OF THE MULCH IN THE SECOND PASS, WITH TACKIFIER.
- PROTECT ALL SEED AREAS THAT HAVE NOT BEEN HYDROMULCHED WITH STRAW MULCH. AFTER SEEDING HAS BEEN COMPLETED, APPLY ALL MULCH AT A RATE OF 4,000 LBS. PER ACRE. APPLY UNIFORMLY AND CRIMP BY MECHANICAL EQUIPMENT OR WITH TACKIFIER. ALL SEEDED AREAS SHALL BE MULCHED AND CRIMPED IMMEDIATELY AFTER SEEDING. ANY SEEDED AREAS NOT IMMEDIATELY MULCHED AND CRIMPED, WHICH BECOME DAMAGED BY RAIN, WIND OR OTHER DISTURBANCES, SHALL BE REGRADED AND RESEEDED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER.

##### III. WEED CONTROL

- MOWING
  - MOWING IS AN INDUSTRY STANDARD USED TO MANAGE WEED CONTROL WITHOUT CHEMICALS. MOWING WEAKENS WEED GROWTH AND PROHIBITS RESEEDING, WHILE STRENGTHENING THE ROOT GROWTH OF GRASSES.
  - IRRIGATED AREAS SHOULD BE MOWED EVERY THREE WEEKS DURING THE GROWING SEASON. PREVIOUSLY APPROVED NON-IRRIGATED AREAS SHOULD BE MOWED EVERY 45 DAYS.
  - DO NOT ALLOW THE WEEDS TO GROW PAST MID-CALF, OR ABOUT 12" HIGH.
  - MOW TO 4" HIGH. USE A ROTARY MOWER OR BUSH HOG, NOT A SICKLE MOWER.
- CHEMICAL TREATMENT
  - AFTER INITIAL ACCEPTANCE OF SEEDED AREA, OR DURING THE THIRD GROWING SEASON, APPLY A CHEMICAL WEED CONTROL MEASURE.
  - REPEAT CHEMICAL WEED ERADICATION MEASURES AS RECOMMENDED BY A PROFESSIONAL APPLICATOR.

##### IV. INITIAL ACCEPTANCE CRITERIA OF SEEDED AREA

- IRRIGATED SEED
  - INITIAL ACCEPTANCE CAN OCCUR WHEN THE SEED MIX IS ESTABLISHED AS UNIFORM PLANT GROWTH WITH A MINIMUM OF 80% GRASS COVERAGE OF THE MIX OF SPECIES PLANTED.
  - NO BARE SPOTS EXCEED TWO (2) SQUARE FEET IN SIZE.
  - EROSION IS NOT EVIDENT (I.E. NO RILLS AND GULLIES) AND NOXIOUS WEEDS ARE NOT PRESENT.
- NON-IRRIGATED SEED
  - INITIAL ACCEPTANCE CAN OCCUR WHEN THE SEED MIX IS ESTABLISHED AS UNIFORM PLANT GROWTH WITH A MINIMUM OF 50% GRASS COVERAGE OF THE MIX OF SPECIES PLANTED.
  - NO BARE SPOTS EXCEED FOUR (4) SQUARE FEET IN SIZE.
  - EROSION IS NOT EVIDENT (I.E. NO RILLS AND GULLIES) AND NOXIOUS WEEDS ARE NOT PRESENT.

## PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	HT.
CASP	19	CATALPA SPECIOSA	WESTERN CATALPA	B & B	2" CAL	
CEOC	7	CELTIS OCCIDENTALIS	WESTERN HACKBERRY	B & B	2" CAL	
GLTR	8	GLEDITSIA INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST	B & B	2" CAL	
GYDI	12	GYMNOCADUS DIOICIA 'ESPRESSO'	KENTUCKY COFFEETREE	B & B	2" CAL	
QUBI	3	QUERCUS BICOLOR	SWAMP WHITE OAK	B & B	2" CAL	
QUMA	12	QUERCUS MACROCARPA	BURR OAK	B & B	2" CAL	
QURU	12	QUERCUS RUBRA	NORTHERN RED OAK	B & B	2" CAL	
EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	HT.
PIBA	3	PICEA PUNGENS 'BAKERI'	BAKERI SPRUCE	B & B		
PIAR	6	PINUS ARISTATA	BRISTLEcone PINE	B & B		
PIED	13	PINUS EDULIS	PINON PINE	B & B		
PINI	21	PINUS NIGRA	AUSTRIAN BLACK PINE	B & B		
FLOWERING TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	HT.
ACGI	17	ACER GINNALA	AMUR MAPLE	B & B	CLUMP	6 FT
AMAB	3	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	'AUTUMN BRILLIANCE' SERVICEBERRY	B & B	CLUMP	6 FT
CRIN	3	CRATAEGUS CRUS-GALLI 'INERMIS'	THORNLESS HAWTHORN	B & B	2" CAL	
CRPH	3	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN	B & B	2" CAL	
MAFF	15	MALLUS X 'PRAIRIEFIRE'	PRAIRIEFIRE CRAB APPLE	B & B	2" CAL	
PRCH	3	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER PEAR	B&B	2" CAL	
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT		
AMAL	39	AMELANCHIER ALNIFOLIA	SERVICEBERRY	# 5		
CABL	23	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'	BLUE MIST SHRUB	# 5		
CHNA	74	CHRYSOTHAMNUS NAUSEOSUS	RUBBER RABBITBRUSH	# 5		
CYSG	20	CYTISUS PURGANS 'SPANISH GOLD'	SPANISH GOLD BROOM	# 5		
FAPA	68	FALLUGIA PARADOXA	APACHE PLUME	# 5		
MAAQ	18	MAHONIA AQUIFOLIUM	OREGON GRAPE	# 5		
PEAT	18	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	# 5		
PRBE	70	PRUNUS BESSEYI 'PAWNEE BUTTES'	SAND CHERRY	# 5		
PRVI	126	PRUNUS VIRGINIANA	CHOKECHERRY	# 5		
QUGA	60	QUERCUS GAMBELII	GAMBEL OAK	# 5		
RHGL	51	RHUS GLABRA 'CISMONTANA'	ROCKY MOUNTAIN SUMAC	# 5		
EVERGREEN SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT		
COHO	66	COTONEASTER HORIZONTALIS	ROCK COTONEASTER	# 5		
GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONT		
CAK1	20	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	# 5		
ERRA	24	ERIANTHUS RAVENNAE	RAVENNA GRASS	# 5		
PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	CONT		
ECPU	12	ECHINACEA PURPUREA	PURPLE CONEFLOWER	# 1		
HESO	95	HEMEROCALLIS X 'STELLA DE ORO'	STELLA DE ORO DAYLILY	# 1		
RUGO	44	RUDBECKIA FULGIDA 'GOLDSTRUM'	CONEFLOWER	# 1		
SAMN	28	SALVIA X SYLVESTRIS 'MAY NIGHT'	MAY NIGHT SALVIA	# 1		
SOD/SEED		BOTANICAL NAME	COMMON NAME	CONT		
		SEE NOTES	TURFGRASS SOD (IRRIGATED)	SOD		
		SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM GRASS (IRRIGATED)	SEED		
		SEE SEED MIX IN NOTES	NATIVE SEED MIX (IRRIGATED)	SEED		
		SEE SEED MIX IN NOTES	DETENTION POND SEED MIX (IRRIGATED)	SEED		
		SEE SEED MIX IN NOTES	DRYLAND SEED MIX (NON-IRRIGATED)	SEED		

## SOD AND SEED MIX LEGEND

TURFGRASS SOD - (IRRIGATED)	TEXAS HYBRID BLUEGRASS - USE FOUR CSU APPROVED BLUEGRASS VARIETIES, OF WHICH TWO ARE DROUGHT / HEAT TOLERANT VARIETIES
LITTLE BLUESTEM GRASS (IRRIGATED)	SEED LITTLE BLUESTEM GRASS (SCHIZACHYRIUM SCOPARIUM) OR IMPROVED VARIETIES AT A RATE OF 7-10 POUNDS PLS PER ACRE.
NATIVE SEED MIX (IRRIGATED)	REPRESENTATIVE FOR SEED MIX: PAWNEE BUTTES SEED, INC. (PH: 800-782-5947). SEED MIX TYPE: 87% PBSI NATIVE SANDYLAND MIX, 10% PBSI NATIVE PRAIRIE WILDFLOWER MIX, 1% FRINGED SAGE (ARTEMISIA FRIGIDA), 1% PRAIRIE SAGE (ARTEMISIA LUDOVICIANA), 1% RUBBER RABBIT BRUSH (ERICAMERIA NAUSEOSA) DRILL SEED AT 11-15 PLS lbs. / ACRE.
DETENTION POND MIX (IRRIGATED)	REPRESENTATIVE FOR SEED MIX: APPLEWOOD SEED COMPANY (PH:303-431-7333). SEED MIX TYPE: DETENTION BASIN MIX, DRILL SEED AT 35 PLS lbs. / ACRE
DRYLAND SEED MIX (NON-IRRIGATED)	REPRESENTATIVE FOR SEED MIX: PAWNEE BUTTES SEED, INC. (PH: 800-782-5947). SEED MIX TYPE: 87% PBSI NATIVE SANDYLAND MIX, 10% PBSI NATIVE PRAIRIE WILDFLOWER MIX, 1% FRINGED SAGE (ARTEMISIA FRIGIDA), 1% PRAIRIE SAGE (ARTEMISIA LUDOVICIANA), 1% RUBBER RABBIT BRUSH (ERICAMERIA NAUSEOSA) DRILL SEED AT 20-30 PLS lbs. / ACRE.
TEMPORARY SEEDING MIX (SEE NOTES)	REPRESENTATIVE FOR SEED MIX: PAWNEE BUTTES SEED, INC. (PH: 800-782-5947). SEED MIX: 50/50 BLEND OF ARRIBA WESTERN WHEATGRASS AND FAIRWAY CRESTED WHEATGRASS, 30 PLS lbs. / ACRE

## SITE ELEMENT LEGEND

SYMBOL	DESCRIPTION	QTY	SYMBOL	DESCRIPTION	QTY	SYMBOL	DESCRIPTION	QTY
	PRIVACY FENCE	3,259 LF		PLAYGROUND RAMP, SEE DETAIL	1		CONCRETE FLATWORK	1,865 SF
	OPEN RAIL FENCE	6,480 LF		BACKLESS BENCH, SEE DETAIL	4		PLAYGROUND SURFACING	2,452 SF
	STEEL EDGING	2,081 LF		PICNIC TABLE, SEE DETAIL	2		CRUSHER FINES TRAIL	5,963 SF
	TIMBER EDGING	150 LF		TRASH RECEPTACLE, SEE DETAIL	2		GRAVEL MULCH	6,132 SF
	PLAYGROUND CURB	265 LF						
	MONUMENT SIGN	1						
	MASONRY COLUMN	6						



STARWOOD LAND ADVISORS, LLC  
385 INCHES HWY., SUITE 310  
ENGLEWOOD, COLORADO 80112

PROJECT NAME: JOHNSTOWN FARMS FILING NO. 3

SHEET NAME: LANDSCAPE NOTES AND SCHEDULE

DESIGNED BY: PCM

DRAWN BY: MUS

CHECKED BY: MDW

PROJECT NUMBER: 18-011

DATE ISSUED: 9-21-2018

### ISSUE / ADDENDA / REVISIONS

No.: 1 DATE: 12-07-2018 BY: PCM

DESCRIPTION: 2nd Submittal

No.: 2 DATE: 06-10-2019 BY: PCM

DESCRIPTION: 3rd Submittal

No.: 3 DATE: 10-25-2019 BY: PCM

DESCRIPTION: 4th Submittal

No.: DATE: BY:

DESCRIPTION:

No.: DATE: BY:

DESCRIPTION:

No.: DATE: BY:

DESCRIPTION:

No.: DATE: BY:

DESCRIPTION:

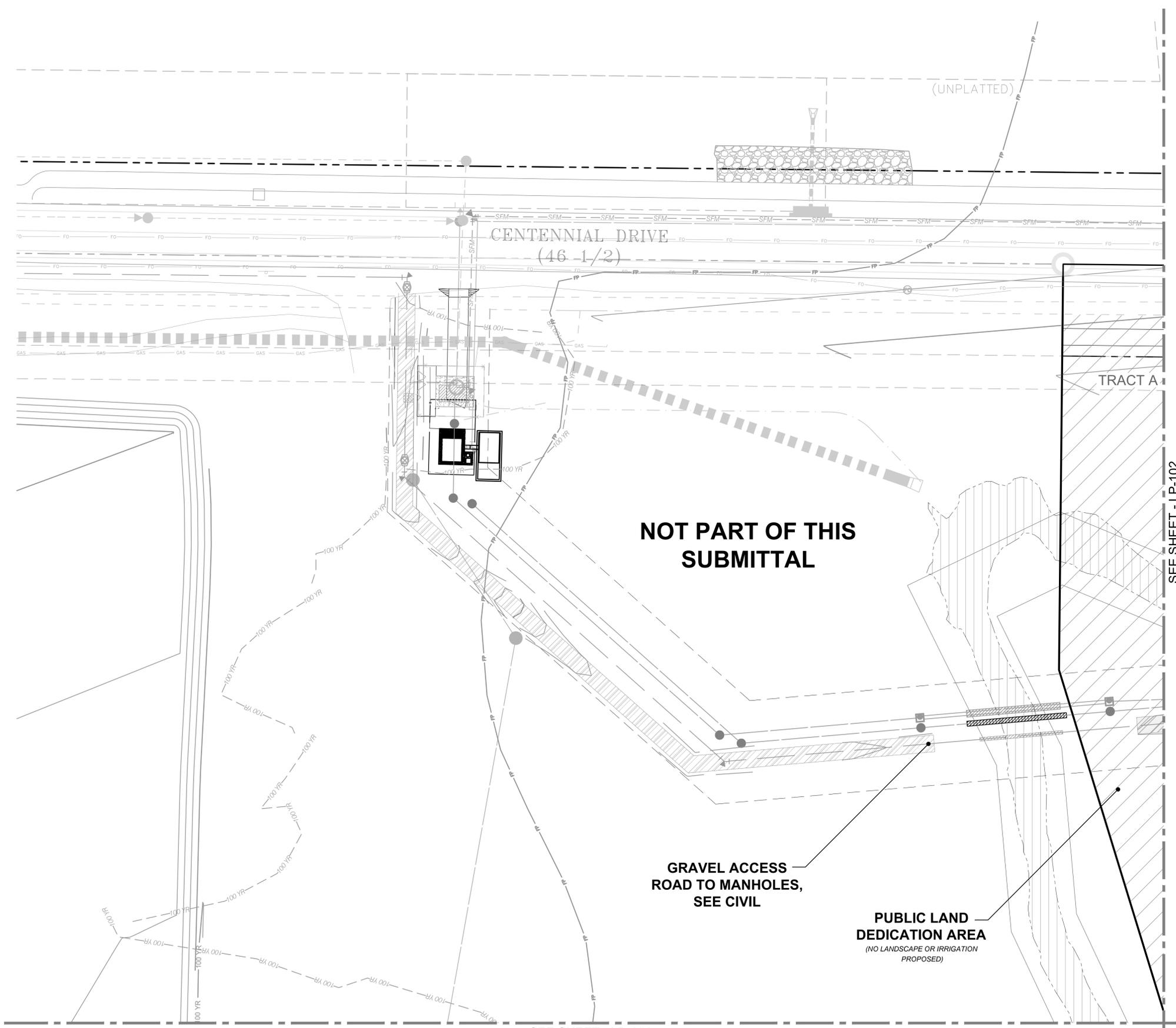
SHEET: LP-100



LANDSCAPE LEGEND

- DECIDUOUS TREES
- EVERGREEN TREES
- FLOWERING/ORNAMENTAL TREES
- DECIDUOUS SHRUBS
- EVERGREEN SHRUBS
- PERENNIALS AND ORNAMENTAL GRASSES
- TURFGRASS SOD (IRRIGATED)
- LITTLE BLUESTEM (IRRIGATED)
- NATIVE SEED MIX (IRRIGATED)
- DETENTION POND SEED MIX (IRRIGATED)
- DRYLAND SEED MIX (NON-IRRIGATED)
- CONCRETE FLATWORK
- PLAYGROUND SURFACING
- GRAVEL MULCH
- CRUSHER FINES PATHWAY
- NATIVE LANDSCAPE TO REMAIN
- PUBLIC LAND DEDICATION
- 100 YR FLOODPLAIN
- PLAN ENLARGEMENT
- PRIVACY FENCE
- OPEN RAIL FENCE
- STEEL EDGING
- SIGHT TRIANGLE
- LANDSCAPE TRANSITION
- PLAYGROUND CURB
- TIMBER EDGING
- MONUMENT SIGN
- BENCH
- PICNIC TABLE
- TRASH RECEPTACLE
- PLAYGROUND RAMP
- MASONRY COLUMN

NOTE: REFER TO LANDSCAPE NOTES AND SCHEDULE (LP-100) FOR INFORMATION REGARDING NON-IRRIGATED AREAS ESTABLISHMENT AND MAINTENANCE REQUIREMENTS.



NOT PART OF THIS SUBMITTAL

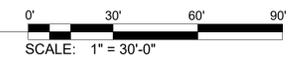
GRAVEL ACCESS ROAD TO MANHOLES, SEE CIVIL

PUBLIC LAND DEDICATION AREA (NO LANDSCAPE OR IRRIGATION PROPOSED)

SEE SHEET - LP-102

SEE SHEET - LP-104

1 LANDSCAPE PLAN



PROJECT NAME: JOHNSTOWN FARMS FILING NO. 3

SHEET NAME: LANDSCAPE PLAN

DESIGNED BY:	PCM
DRAWN BY:	MJS
CHECKED BY:	MDW
PROJECT NUMBER:	18-011
DATE ISSUED:	9-21-2018

ISSUE / ADDENDA / REVISIONS		
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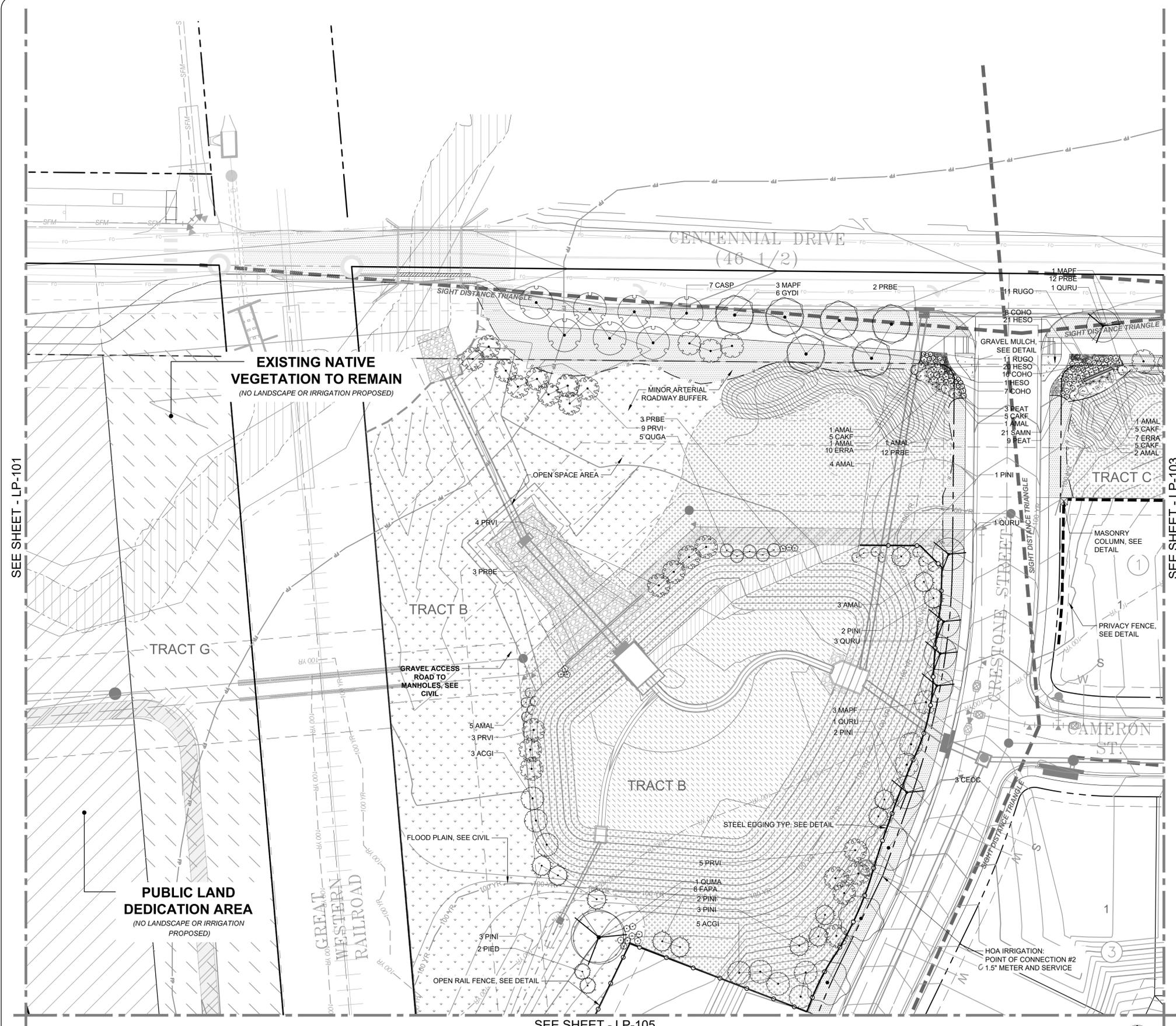
SHEET: LP-101



LANDSCAPE LEGEND

- DECIDUOUS TREES
- EVERGREEN TREES
- FLOWERING/ORNAMENTAL TREES
- DECIDUOUS SHRUBS
- EVERGREEN SHRUBS
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- CRUSHER FINES PATHWAY
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- 100 YEAR FLOODPLAIN
- PLAN ENLARGEMENT
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- PLAYGROUND CURB
- TIMBER EDGING
- MONUMENT SIGN
- BENCH
- PICNIC TABLE
- TRASH RECEPTACLE
- PLAYGROUND RAMP
- MASONRY COLUMN

NOTE: REFER TO LANDSCAPE NOTES AND SCHEDULE (LP-100) FOR INFORMATION REGARDING NON-IRRIGATED AREAS ESTABLISHMENT AND MAINTENANCE REQUIREMENTS.

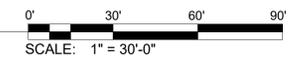


SEE SHEET - LP-101

SEE SHEET - LP-103

SEE SHEET - LP-105

1 LANDSCAPE PLAN



JOHNSTOWN FARMS FILING NO. 3

LANDSCAPE PLAN

PROJECT NAME:

SHEET NAME:

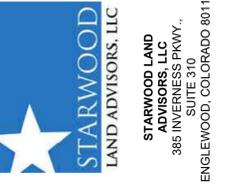
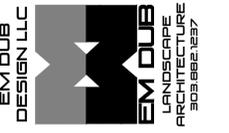
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DRAWN BY:	MJS
CHECKED BY:	MDW
PROJECT NUMBER:	18-011
DATE ISSUED:	9-21-2018

ISSUE / ADDENDA / REVISIONS

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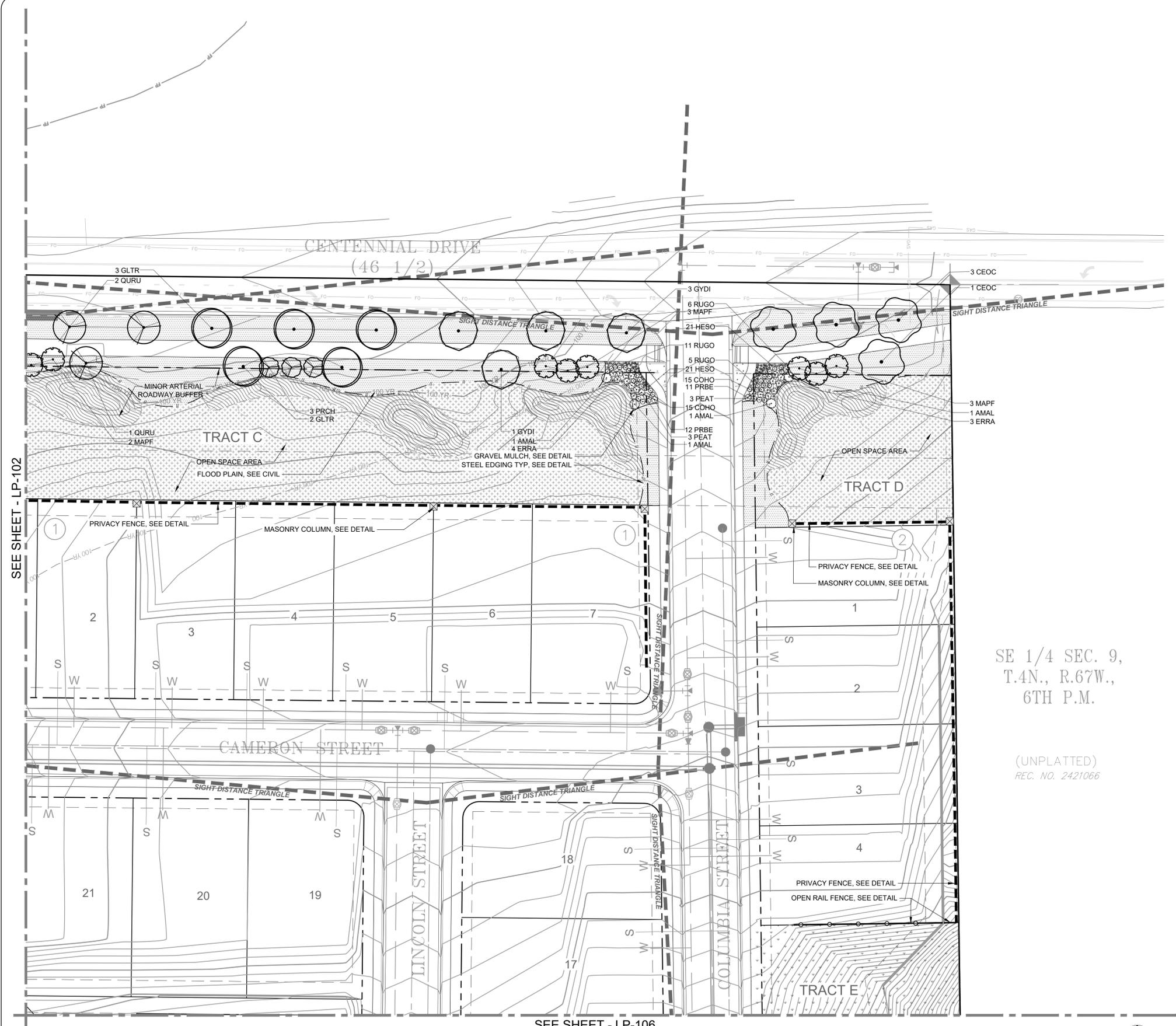
SHEET:

LP-102



LANDSCAPE LEGEND

- DECIDUOUS TREES
- EVERGREEN TREES
- FLOWERING/ORNAMENTAL TREES
- DECIDUOUS SHRUBS
- EVERGREEN SHRUBS
- PERENNIALS AND ORNAMENTAL GRASSES
- TURFGRASS SOD (IRRIGATED)
- LITTLE BLUESTEM (IRRIGATED)
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- CONCRETE FLATWORK
- PLAYGROUND SURFACING
- GRAVEL MULCH
- CRUSHER FINES PATHWAY
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- PUBLIC LAND DEDICATION
- 100 YEAR FLOODPLAIN
- PLAN ENLARGEMENT
- PRIVACY FENCE
- OPEN RAIL FENCE
- STEEL EDGING
- SIGHT TRIANGLE
- LANDSCAPE TRANSITION
- PLAYGROUND CURB
- TIMBER EDGING
- MONUMENT SIGN
- BENCH
- PICNIC TABLE
- TRASH RECEPTACLE
- PLAYGROUND RAMP
- MASONRY COLUMN



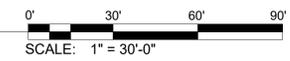
SE 1/4 SEC. 9,  
T.4N., R.67W.,  
6TH P.M.

(UNPLATTED)  
REC. NO. 2421066

SEE SHEET - LP-102

SEE SHEET - LP-106

1 LANDSCAPE PLAN



NOTE: REFER TO LANDSCAPE NOTES AND SCHEDULE (LP-100) FOR INFORMATION REGARDING NON-IRRIGATED AREAS ESTABLISHMENT AND MAINTENANCE REQUIREMENTS.

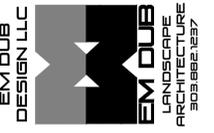
PROJECT NAME:  
**JOHNSTOWN FARMS FILING NO. 3**

SHEET NAME:  
**LANDSCAPE PLAN**

DESIGNED BY:	PCM
DRAWN BY:	MJS
CHECKED BY:	MDW
PROJECT NUMBER:	18-011
DATE ISSUED:	9-21-2018

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No.:	DATE:	BY:
DESCRIPTION:		

SHEET:  
**LP-103**



NOT PART OF THIS SUBMITTAL

NOT PART OF THIS SUBMITTAL

(UNPLATTED)  
REC. NO. 01788508

PUBLIC LAND DEDICATION AREA  
(NO LANDSCAPE OR IRRIGATION PROPOSED)

TRACT A

TRACT G

LANDSCAPE LEGEND

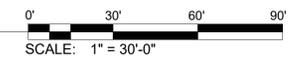
- DECIDUOUS TREES
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- PICNIC TABLE
- TRASH RECEPTACLE
- PLAYGROUND RAMP
- MASONRY COLUMN

NOTE: REFER TO LANDSCAPE NOTES AND SCHEDULE (LP-100) FOR INFORMATION REGARDING NON-IRRIGATED AREAS ESTABLISHMENT AND MAINTENANCE REQUIREMENTS.

SEE SHEET - LP-101

SEE SHEET - LP-105

SEE SHEET - LP-107



PROJECT NAME:

JOHNSTOWN FARMS FILING NO. 3

SHEET NAME:

LANDSCAPE PLAN

DESIGNED BY:	PCM
DRAWN BY:	MJS
CHECKED BY:	MDW
PROJECT NUMBER:	18-011
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ISSUE / ADDENDA / REVISIONS

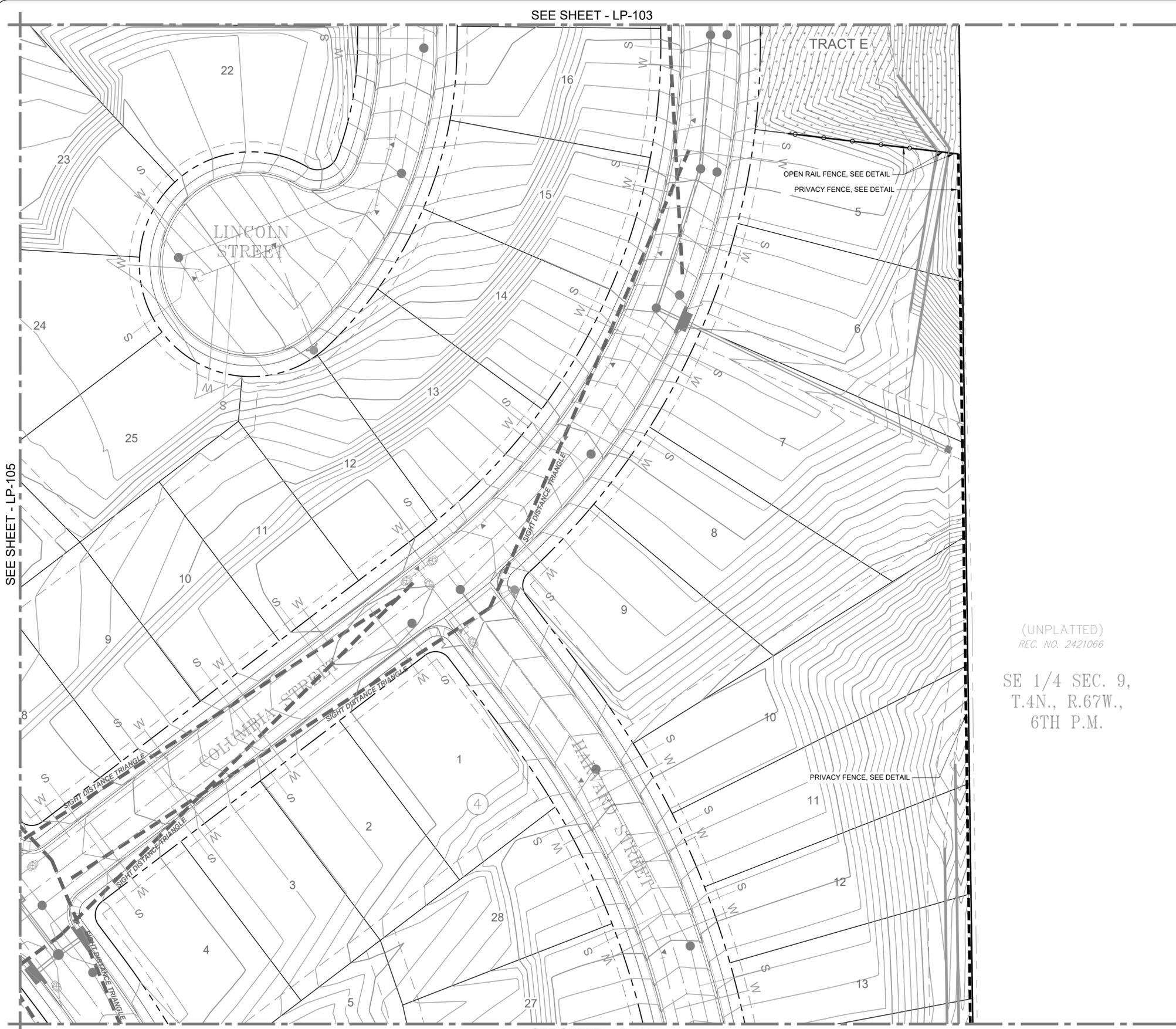
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No.:	DATE:	BY:
DESCRIPTION:		

SHEET:

LP-104

1 LANDSCAPE PLAN





SEE SHEET - LP-103

SEE SHEET - LP-105

SEE SHEET - LP-109

(UNPLATTED)  
REC. NO. 2421066  
SE 1/4 SEC. 9,  
T.4N., R.67W.,  
6TH P.M.



LANDSCAPE LEGEND

- DECIDUOUS TREES
- EVERGREEN TREES
- FLOWERING/ORNAMENTAL TREES
- DECIDUOUS SHRUBS
- EVERGREEN SHRUBS
- PERENNIALS AND ORNAMENTAL GRASSES
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- MASONRY COLUMN

NOTE: REFER TO LANDSCAPE NOTES AND SCHEDULE (LP-100) FOR INFORMATION REGARDING NON-IRRIGATED AREAS ESTABLISHMENT AND MAINTENANCE REQUIREMENTS.

EM DUB DESIGN LLC

**EM DUB** LANDSCAPE ARCHITECTURE  
303.666.1237

STARWOOD LAND ADVISORS, LLC

STARWOOD LAND ADVISORS, LLC  
385 INVERCREEVE DRIVE, SUITE 310  
ENGLEWOOD, COLORADO 80112

PROJECT NAME: **JOHNSTOWN FARMS FILING NO. 3**

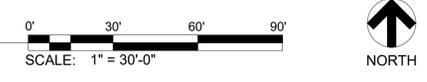
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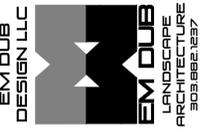
DESIGNED BY:	PCM
DRAWN BY:	MJS
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PROJECT NUMBER:	18-011
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ISSUE / ADDENDA / REVISIONS		
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DESCRIPTION: 2nd Submittal		
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DESCRIPTION:		
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No.:	DATE:	BY:
DESCRIPTION:		
No.:	DATE:	BY:
DESCRIPTION:		

SHEET: **LP-106**

1 LANDSCAPE PLAN





# JOHNSTOWN FARMS FILING NO. 3

## LANDSCAPE PLAN

PROJECT NAME:

SHEET NAME:

DESIGNED BY:	PCM
DRAWN BY:	MJS
CHECKED BY:	MDW
PROJECT NUMBER:	18-011
DATE ISSUED:	9-21-2018

### ISSUE / ADDENDA / REVISIONS

No.:	DATE:	BY:
No.: 1	DATE: 12-07-2018	BY: PCM
DESCRIPTION: 2nd Submittal		
No.: 2	DATE: 06-10-2019	BY: PCM
DESCRIPTION: 3rd Submittal		
No.: 3	DATE: 10-25-2019	BY: PCM
DESCRIPTION: 4th Submittal		
No.:	DATE:	BY:
DESCRIPTION:		
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DESCRIPTION:		
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DESCRIPTION:		

SHEET:

# LP-107

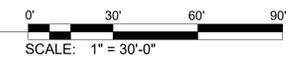
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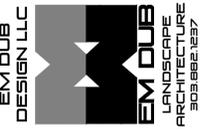
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- EVERGREEN SHRUBS
- PERENNIALS AND ORNAMENTAL GRASSES
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- GRAVEL MULCH
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- PUBLIC LAND DEDICATION
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- PLAN ENLARGEMENT
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- PLAYGROUND RAMP
- MASONRY COLUMN

NOTE: REFER TO LANDSCAPE NOTES AND SCHEDULE (LP-100) FOR INFORMATION REGARDING NON-IRRIGATED AREAS ESTABLISHMENT AND MAINTENANCE REQUIREMENTS.



1 LANDSCAPE PLAN





# JOHNSTOWN FARMS FILING NO. 3

## LANDSCAPE PLAN

PROJECT NAME:

SHEET NAME:

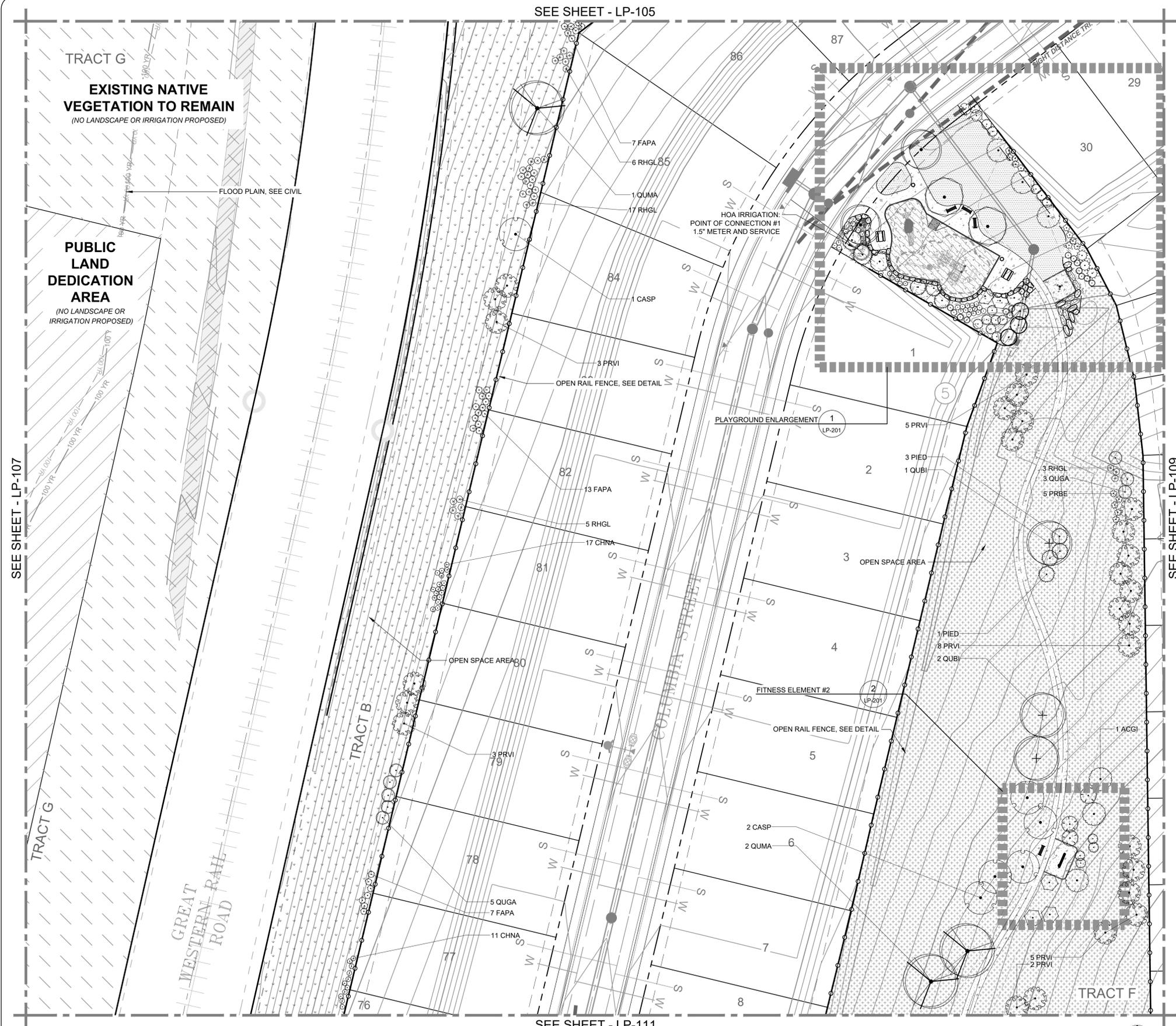
DESIGNED BY:	PCM
DRAWN BY:	MJS
CHECKED BY:	MDW
PROJECT NUMBER:	18-011
DATE ISSUED:	9-21-2018

### ISSUE / ADDENDA / REVISIONS

No.	DATE	BY	DESCRIPTION
No.: 1	DATE: 12-07-2018	BY: PCM	DESCRIPTION: 2nd Submittal
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No.:	DATE:	BY:	DESCRIPTION:
No.:	DATE:	BY:	DESCRIPTION:
No.:	DATE:	BY:	DESCRIPTION:
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No.:	DATE:	BY:	DESCRIPTION:
No.:	DATE:	BY:	DESCRIPTION:

SHEET:

# LP-108

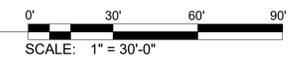


### LANDSCAPE LEGEND

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1 LANDSCAPE PLAN





(UNPLATTED)  
REG. NO. 2421066  
SE 1/4 SEC. 9,  
T.4N., R.67W.,  
6TH P.M.

SE 1/4 SEC. 9,  
T.4N., R.67W.,  
6TH P.M.

(UNPLATTED)  
REG. NO. 2421066



LANDSCAPE LEGEND

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PROJECT NAME:  
**JOHNSTOWN FARMS FILING NO. 3**

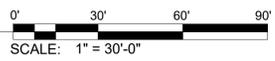
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**LANDSCAPE PLAN**

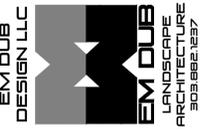
DESIGNED BY:	PCM
DRAWN BY:	MJS
CHECKED BY:	MDW
PROJECT NUMBER:	18-011
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ISSUE / ADDENDA / REVISIONS		
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DESCRIPTION:		

SHEET:  
**LP-109**

1 LANDSCAPE PLAN

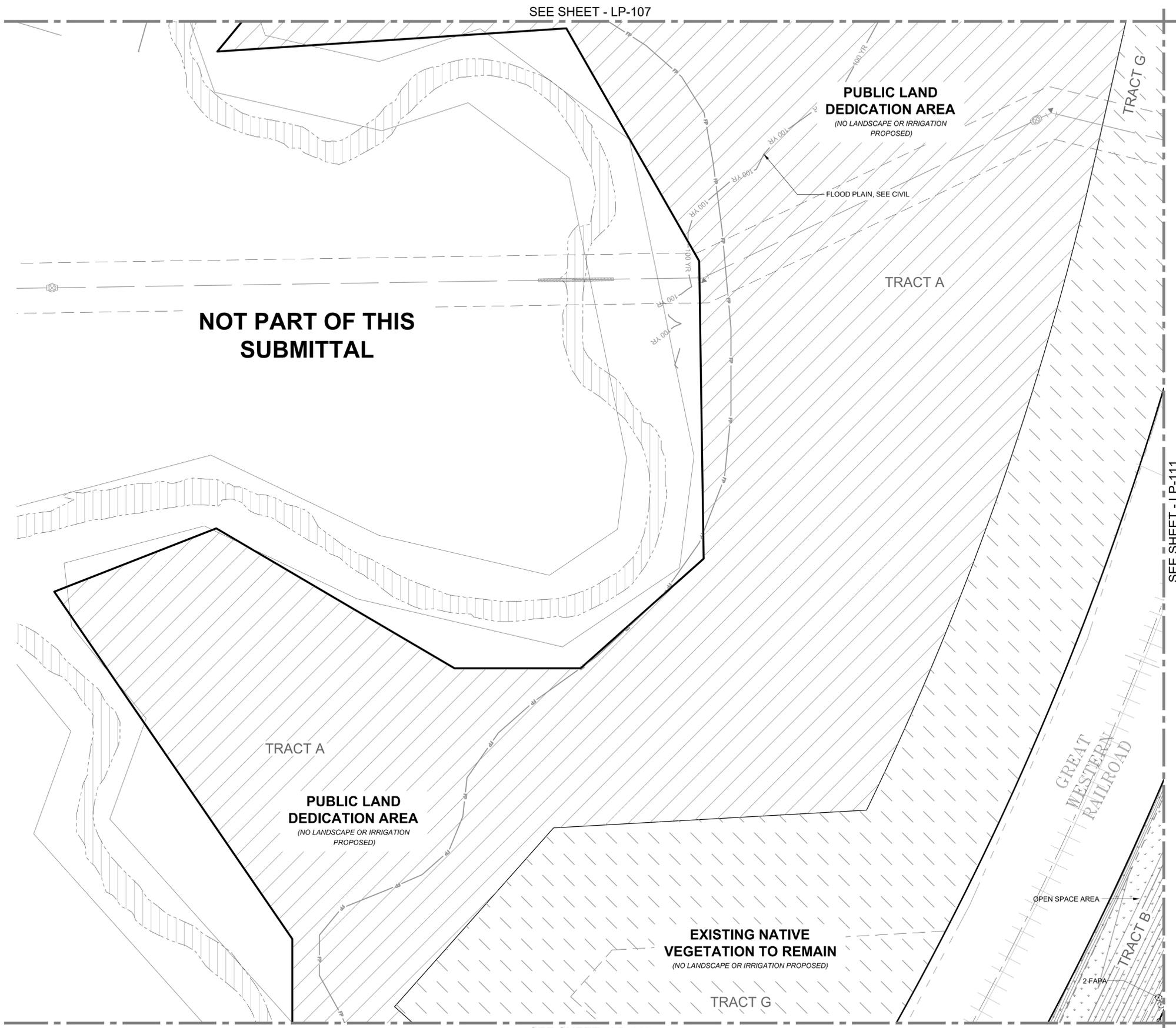




LANDSCAPE LEGEND

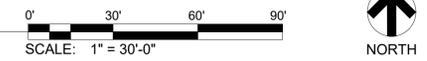
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NOTE: REFER TO LANDSCAPE NOTES AND SCHEDULE (LP-100) FOR INFORMATION REGARDING NON-IRRIGATED AREAS ESTABLISHMENT AND MAINTENANCE REQUIREMENTS.



NOT PART OF THIS SUBMITTAL

1 LANDSCAPE PLAN



JOHNSTOWN FARMS FILING NO. 3

LANDSCAPE PLAN

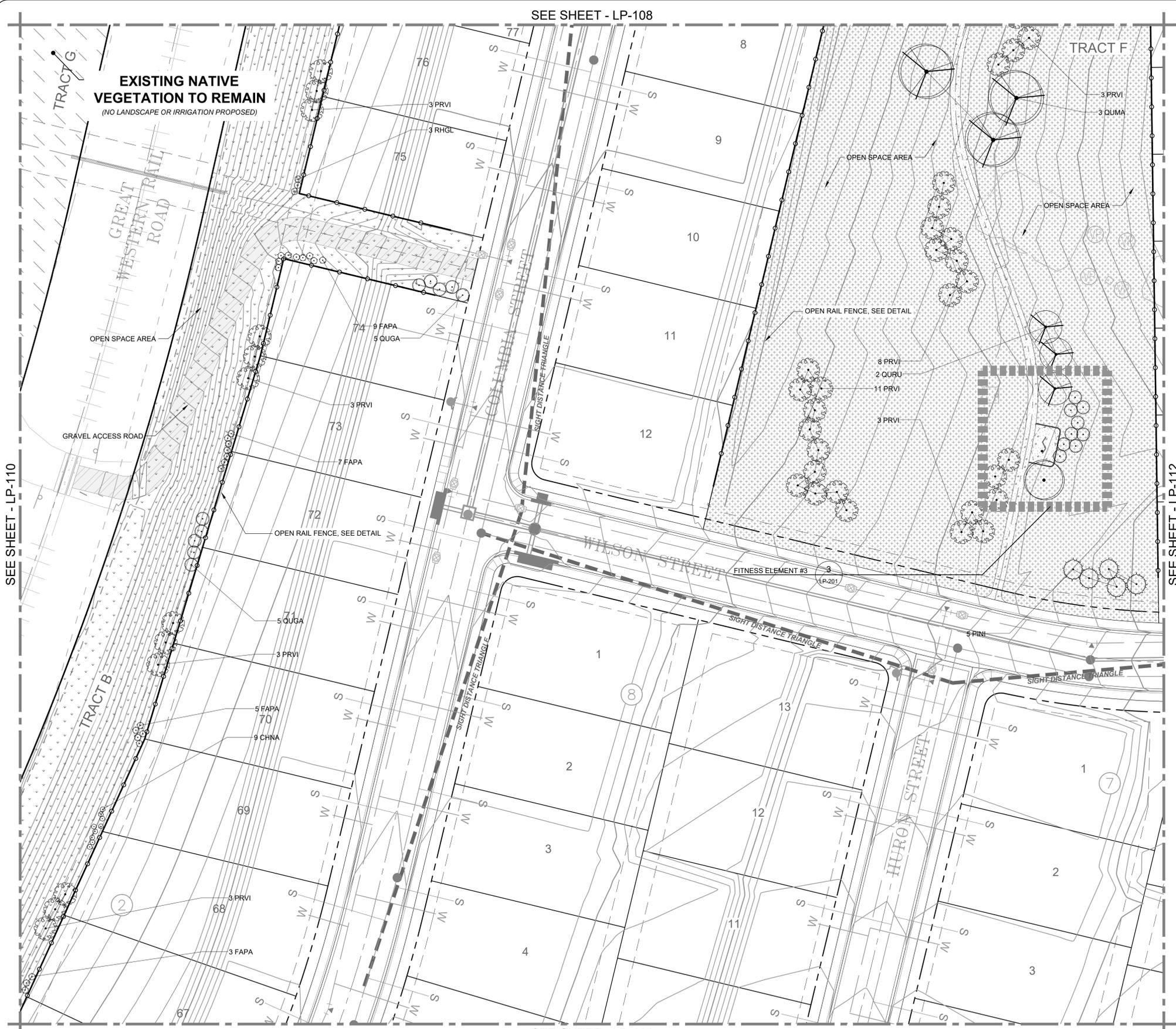
PROJECT NAME:  
SHEET NAME:

DESIGNED BY:	PCM
DRAWN BY:	MJS
CHECKED BY:	MDW
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SHEET:  
**LP-110**



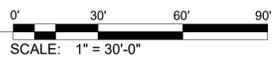
SEE SHEET - LP-108

SEE SHEET - LP-110

SEE SHEET - LP-112

SEE SHEET - LP-114

1 LANDSCAPE PLAN



LANDSCAPE LEGEND

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LANDSCAPE PLAN

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DESCRIPTION:		

SHEET:

LP-111



SE 1/4 SEC. 9,  
T.4N., R.67W.,  
6TH P.M.

LANDSCAPE LEGEND

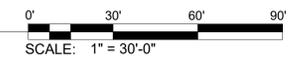
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SEE SHEET - LP-111

SEE SHEET - LP-109

SEE SHEET - LP-115



JOHNSTOWN FARMS FILING NO. 3

LANDSCAPE PLAN

PROJECT NAME:

SHEET NAME:

DESIGNED BY:	PCM
DRAWN BY:	MJS
CHECKED BY:	MDW
PROJECT NUMBER:	18-011
DATE ISSUED:	9-21-2018

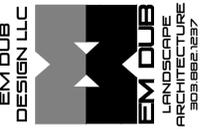
ISSUE / ADDENDA / REVISIONS

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DESCRIPTION: 2nd Submittal		
2	06-10-2019	PCM
DESCRIPTION: 3rd Submittal		
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DESCRIPTION: 4th Submittal		
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DESCRIPTION:		
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SHEET:

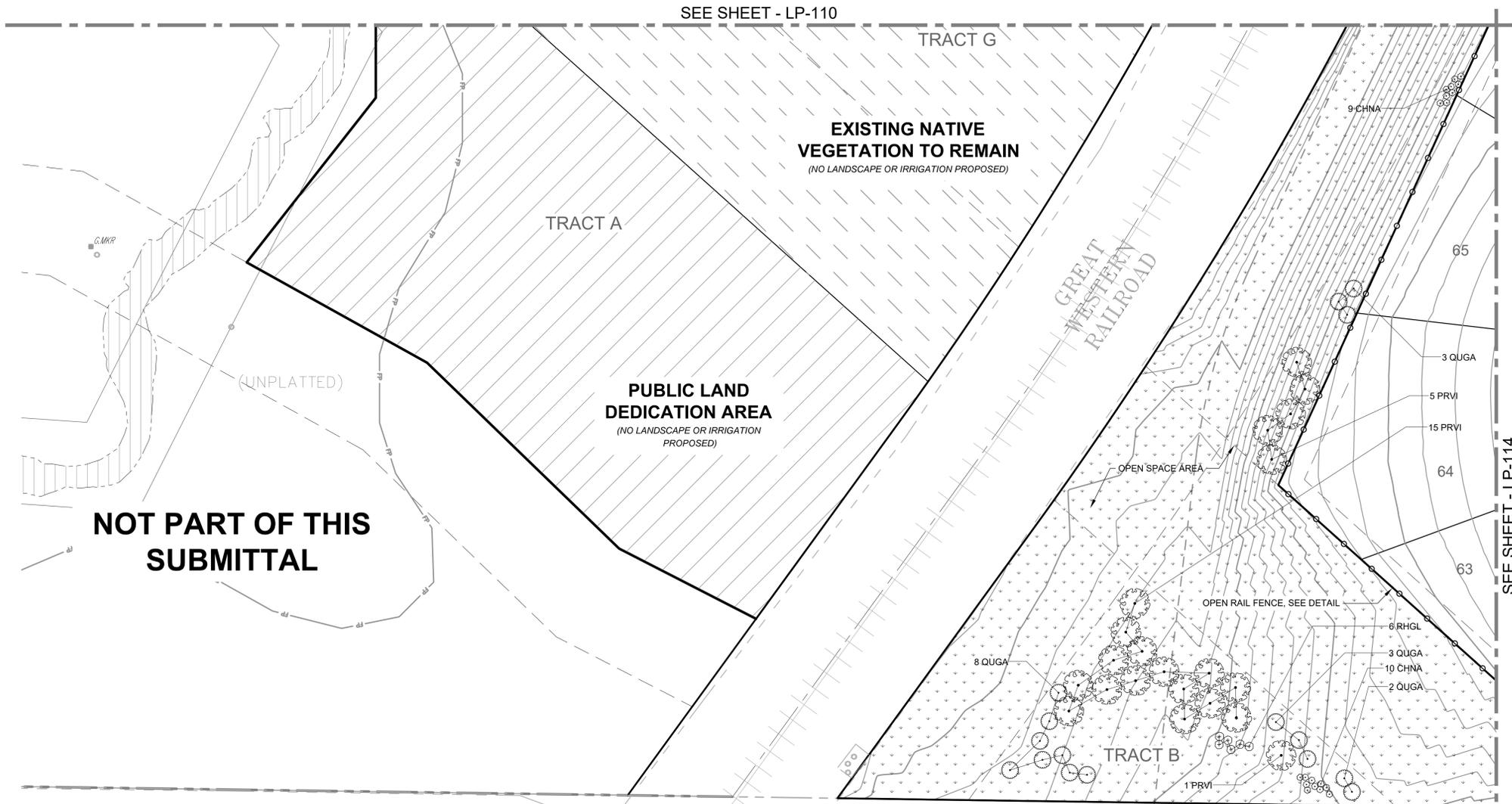
LP-112

1 LANDSCAPE PLAN



LANDSCAPE LEGEND

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NOT PART OF THIS SUBMITTAL

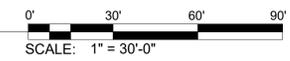
SEE SHEET - LP-110

SEE SHEET - LP-114

NW 1/4 SEC. 16,  
T.4N., R.67W.,  
6TH P.M.  
(UNPLATTED)  
REC. NO. 4094081

REC. NO. 4094081

1 LANDSCAPE PLAN



NOTE: REFER TO LANDSCAPE NOTES AND SCHEDULE (LP-100) FOR INFORMATION REGARDING NON-IRRIGATED AREAS ESTABLISHMENT AND MAINTENANCE REQUIREMENTS.

JOHNSTOWN FARMS FILING NO. 3

LANDSCAPE PLAN

PROJECT NAME:

SHEET NAME:

DESIGNED BY:	PCM
DRAWN BY:	MJS
CHECKED BY:	MDW
PROJECT NUMBER:	18-011
DATE ISSUED:	9-21-2018

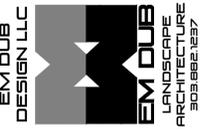
ISSUE / ADDENDA / REVISIONS

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DESCRIPTION:		

SHEET:

LP-113

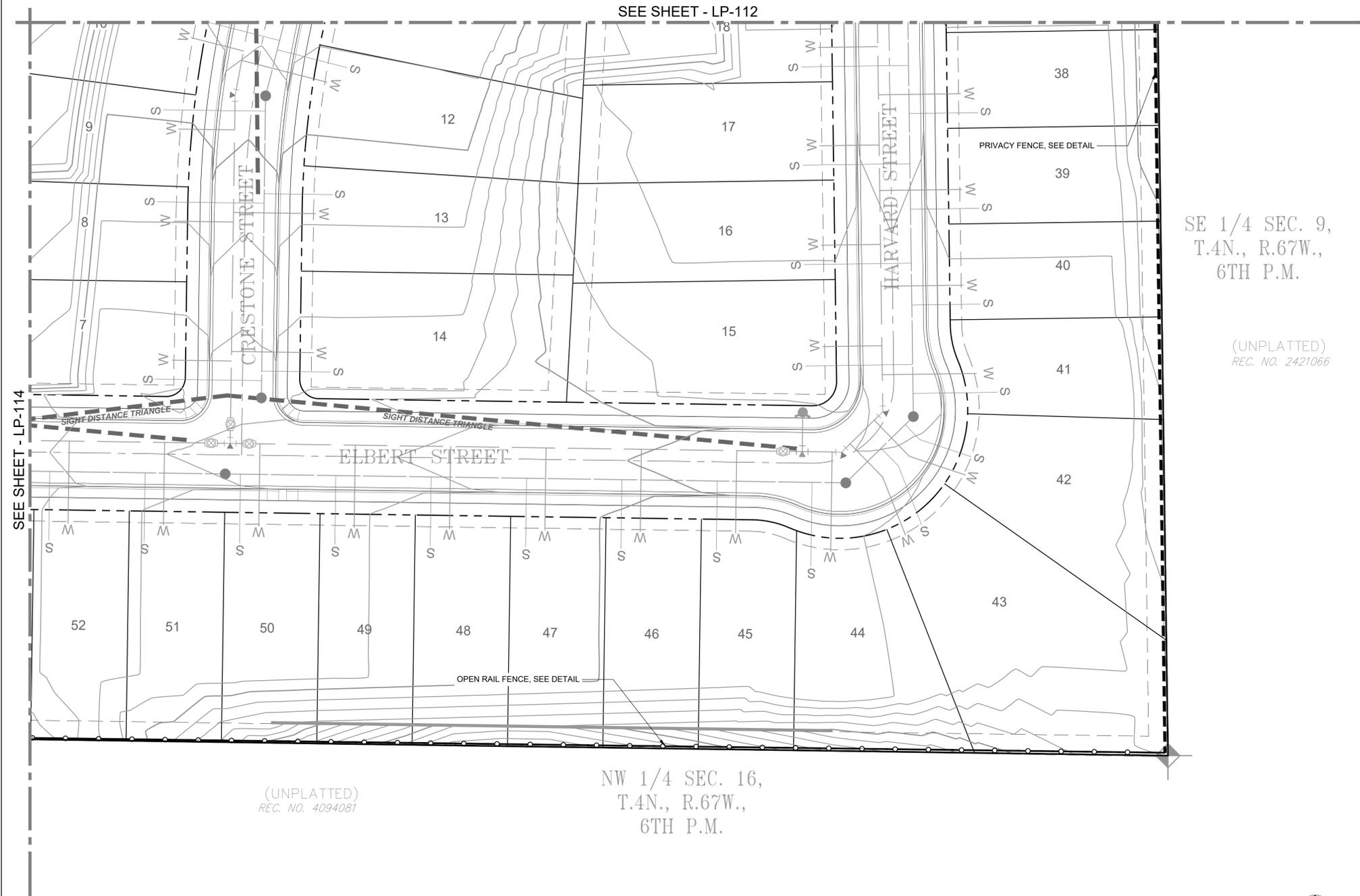




LANDSCAPE LEGEND

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SE 1/4 SEC. 9,  
T.4N., R.67W.,  
6TH P.M.

(UNPLATTED)  
REC. NO. 2421066

NW 1/4 SEC. 16,  
T.4N., R.67W.,  
6TH P.M.

(UNPLATTED)  
REC. NO. 4094081

JOHNSTOWN FARMS FILING NO. 3

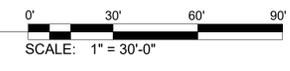
LANDSCAPE PLAN

PROJECT NAME:  
SHEET NAME:

DESIGNED BY:	PCM
DRAWN BY:	MJS
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No.:	DATE:	BY:
DESCRIPTION:		

SHEET:  
**LP-115**





STARWOOD LAND ADVISORS, LLC  
385 INDEPENDENT HWY., SUITE 310  
ENGLEWOOD, COLORADO 80112

# JOHNSTOWN FARMS FILING NO. 3

## LANDSCAPE CALCULATIONS

PROJECT NAME:

SHEET NAME:

DESIGNED BY:	PCM
DRAWN BY:	MJS
CHECKED BY:	MDW
PROJECT NUMBER:	18-011
DATE ISSUED:	9-21-2018

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DESCRIPTION: 4th Submittal					
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DESCRIPTION:					
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No.:		DATE:		BY:	
DESCRIPTION:					
No.:		DATE:		BY:	
DESCRIPTION:					

SHEET:

# LP-200

### LANDSCAPE CALCULATIONS TABLE

DESCRIPTION	REQ. CALCULATIONS	LENGTH / AREA	REQUIRED	PROVIDED
<b>MINOR ARTERIAL R.O.W. AREAS:</b>				
TREES	1 TREE / 50 LF OF FRONTAGE	967 LF	20 TREES	45 TREES
SHRUBS	5 SHRUBS / 1,000 SF OF AREA (LESS WALKS)	19,853 SF	100 SHRUBS	133 SHRUBS (SEE NOTE #1)
<b>MINOR ARTERIAL BUFFER AREAS:</b>				
TREES	1 TREE / 2,000 SF OF AREA	28,380 SF	15 TREES	0 TREES (SEE NOTE #2)
SHRUBS	5 SHRUBS / 2,000 SF OF AREA	28,380 SF	71 SHRUBS	199 SHRUBS (SEE NOTE #1)
<b>OPEN SPACE: (LESS DETENTION AREA)</b>				
TREES	1 TREE / 4,500 SF OF AREA	528,003 SF	118 TREES	98 TREES (SEE NOTE #3)
SHRUBS	5 SHRUBS / 4,500 SF OF AREA	528,003 SF	587 SHRUBS	490 SHRUBS (SEE NOTE #1 & #4)
<b>DETENTION POND: (32,166 SF)</b>				
TREES	1 TREE / 100 LF OF PERIMETER	699 LF	7 TREES	16 TREES
SHRUBS	5 SHRUBS / 100 LF OF PERIMETER	699 LF	35 SHRUBS	35 SHRUBS
<b>TOTALS</b>			<b>TREES: 160 TREES</b>	<b>160 TREES</b>
			<b>SHRUBS: 793 SHRUBS</b>	<b>856 SHRUBS</b>

#### NOTE

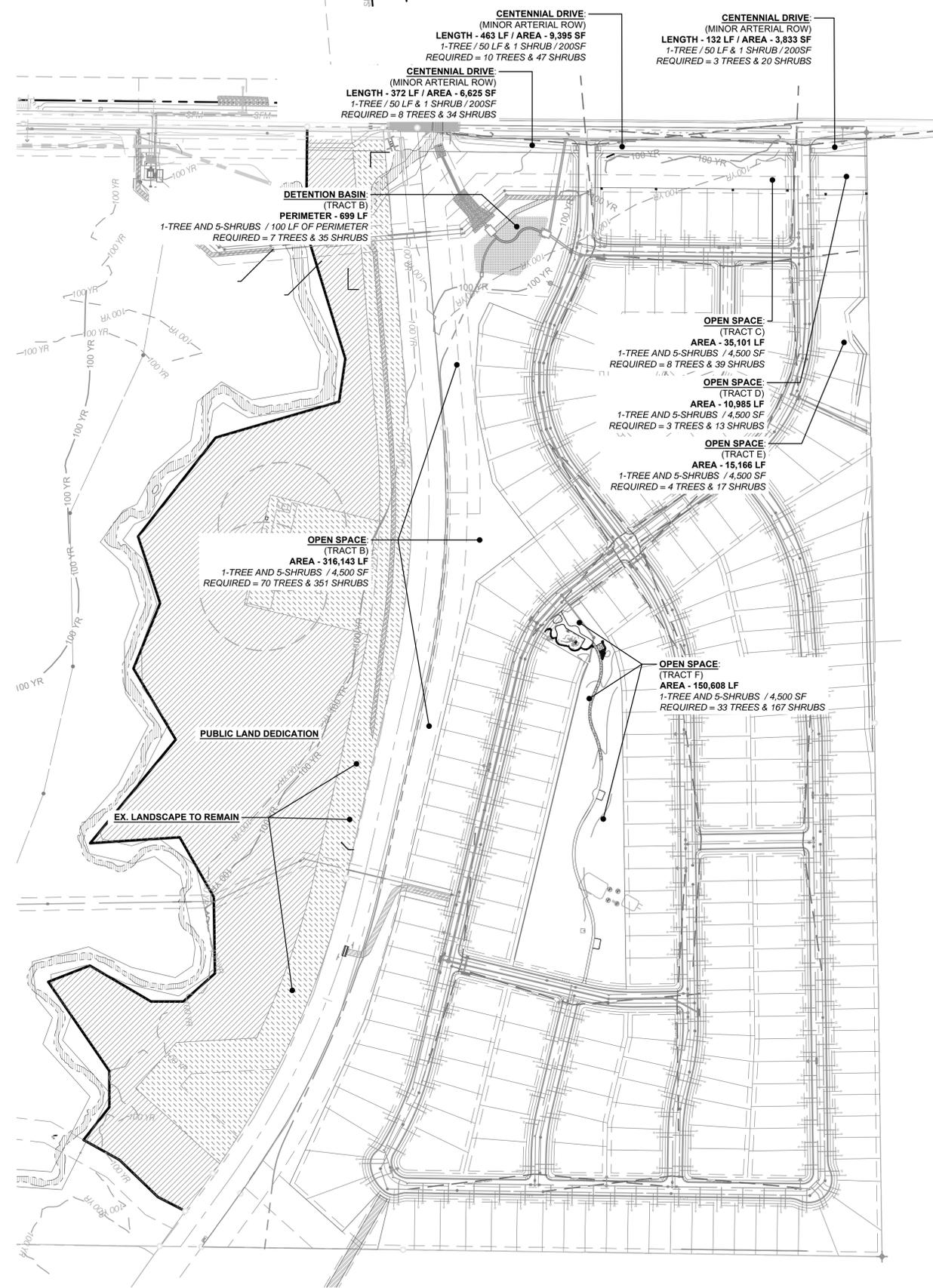
- TOTAL SHRUB QUANTITIES INCLUDES ALL PROVIDED SHRUBS (#5), ORNAMENTAL GRASSES (#5 & #1), AND PERENNIALS (#1).
- DUE TO CONFLICTS WITH UTILITY EASEMENTS ADJACENT TO THE MINOR ARTERIAL RIGHT OF WAY, REQUIRED RIGHT OF WAY TREES HAVE BEEN PROVIDED WITHIN THE ADJACENT MINOR ARTERIAL RIGHT OF WAY.
- DUE TO CONFLICTS WITH UTILITY EASEMENTS WITHIN THE OPEN SPACE AREA REQUIRED TREE QUANTITY DEFICIENCIES ARE ACCOUNTED FOR WITHIN THE ADJACENT DETENTION POND AND MINOR ARTERIAL BUFFER AREAS.

#### GENERAL NOTES

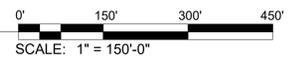
- TREES AND SHRUBS REQUIRED ON RESIDENTIAL LOTS SHALL BE INSTALLED IN CONJUNCTION WITH THE ISSUANCE OF A BUILDING PERMIT AND PRIOR TO A CERTIFICATE OF OCCUPANCY UNLESS THE SEASONAL TIME OF YEAR PREVENTS INSTALLATION. IN SUCH AN EVENT, A CERTIFICATE FROM A LOCAL NURSERY MUST BE PROVIDED TO THE HOMEOWNER WITH A COPY TO THE BUILDING INSPECTOR.
- ALL FUTURE PHASES UNDEVELOPED WITH THIS FILING AND DISTURBED DURING OVERLOT GRADING SHALL BE REVEGETATED WITH THE TEMPORARY SEEDING MIX SPECIFIED ON SHEET LP-100 AND SHALL BE KEPT WEED FREE BY THE DEVELOPER UNTIL SUCH TIME THAT THE LAND IS TRANSFERRED TO ANOTHER ENTITY OR UNTIL IT IS DEVELOPED.
- NO SLOPES IN IRRIGATED TURF AREAS SHALL EXCEED 4:1 AND NO SLOPES IN NATIVE SEEDER AREAS OR SHRUB BEDS SHALL EXCEED 3:1.
- NO TREES SHALL BE PLANTED WITHIN 5' OF UTILITIES.
- ALL DRY UTILITY TRANSFORMERS, PEDESTALS, CABINETS ETC. SHALL NOT BE PLACED IN FRONT OF, NOR DIRECTLY ADJACENT TO, THE ENTRY MONUMENTS. THE DEVELOPER SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITIES TO VERIFY THAT FINAL GRADES ARE SET BEFORE ANY IMPROVEMENTS ARE INSTALLED.
- ALL REQUIRED TREE PLANTINGS SHALL BE ADJUSTED TO ACCOMMODATE THE STREET LIGHTS LOCATED IN THE PUBLIC R.O.W. ON PARISH AVENUE AND CENTENNIAL (CR 17 & CR 46-1/2).
- STREET LIGHTING TO BE ADJUSTED AROUND ENTRY MONUMENTS TO AVOID VISUAL CONFLICTS OR OBSTRUCTIONS.

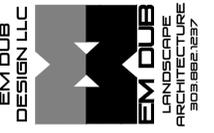
#### PLAN NOTES

- DESIGN INTENT STATEMENT: THE LANDSCAPE DESIGN INTENT IS TO PROVIDE A NATURAL AND NATIVE THEME TO BOTH BUFFERING AREAS AND NEIGHBORHOOD OPEN SPACES THROUGH THE USE OF SIMILAR PLANT GROUPINGS/MASSING AND MATERIALS. THE INTENT IS TO ALSO PROVIDE SHADE ALONG WALKWAYS AND IN THE OPEN SPACE AND ALONG THE ADJACENT MINOR ARTERIAL RIGHT OF WAY.
- MAINTENANCE OBLIGATION: THE HOA OR JOHNSTOWN FARMS METROPOLITAN DISTRICT SHALL MAINTAIN ALL LANDSCAPE IMPROVEMENTS WITH THE DEVELOPMENT THAT HAVE NOT BEEN DEDICATED TO THE TOWN, OTHER ENTITY, OR ARE WITHIN FENCED UTILITY STRUCTURES WITHIN EASEMENTS. THIS INCLUDES THE PUBLIC R.O.W., LANDSCAPE BUFFERS ALONG CENTENNIAL (46.5), AND LAND DESIGNATED AS COMMON OPEN SPACE.
- EXISTING TREES: PER THE TOWN'S LANDSCAPE REGULATIONS, THE DEVELOPER WILL BE RESPONSIBLE FOR PRUNING ANY EXISTING TREES WITH THE PROJECT LIMITS, IF THEY ARE TO REMAIN, AT THIS TIME NO EXISTING VEGETATION IS ANTICIPATED TO REMAIN.
- DEVELOPER AND CONTRACTOR RESPONSIBILITIES: IT IS THE RESPONSIBILITY OF THE DEVELOPER AND THEIR CONTRACTORS TO BUILD THE PROJECT ACCORDING TO APPROVED PLANS AND DETAILS AND IN ACCORDANCE WITH CURRENT TOWN OF JOHNSTOWN LANDSCAPE GUIDELINES IN EFFECT AT THE TIME OF THE APPROVAL. FIELD CHANGES TO THESE PLANS ARE TO BE APPROVED BY THE TOWN OF JOHNSTOWN PRIOR TO ANY WORK. FIELD CONDITIONS THAT CONFLICT WITH OR JEOPARDIZE THE LONGEVITY OF THE PROPOSED IMPROVEMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE TOWN OF JOHNSTOWN FOR RESOLUTION. FAILURE TO BRING SUCH MATTERS TO THE TOWN'S ATTENTION OR TO OBTAIN APPROVAL OF REMEDIAL MEASURES WILL IN NO WAY RELIEVE THE CONTRACTOR OF THEIR OBLIGATION TO RESOLVE THE MATTER TO THE SATISFACTION OF THE TOWN OF JOHNSTOWN.
- DEVELOPMENT OBLIGATION STATEMENT: IT IS THE RESPONSIBILITY OF THE DEVELOPER AND THEIR CONTRACTORS TO INSTALL LANDSCAPING AND IRRIGATION ACCORDING TO THE MOST CURRENT LANDSCAPE REGULATIONS AND STANDARDS IN EFFECT AT THE TIME OF THE APPROVAL.
- MISCELLANEOUS REQUIREMENTS PER THE TOWN'S LANDSCAPE GUIDELINES AND STANDARDS: LANDSCAPE CALCULATIONS AND INVENTORY CHARTS HAVE BEEN INCLUDED IN THESE DOCUMENTS. DETAILS INCLUDE: FENCING, MONUMENTATION CONCEPTS AND SITE FURNISHINGS. THE HOA OR JOHNSTOWN FARMS METROPOLITAN DISTRICT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL FENCING, COLUMNS, MONUMENTS AND SITE FURNISHINGS.



### 1 OVERALL KEY MAP





STARWOOD LAND ADVISORS, LLC  
385 INVERNESS BLVD., SUITE 310  
ENGLEWOOD, COLORADO 80112

# JOHNSTOWN FARMS FILING NO. 3

## LANDSCAPE ENLARGEMENTS

PROJECT NAME:

SHEET NAME:

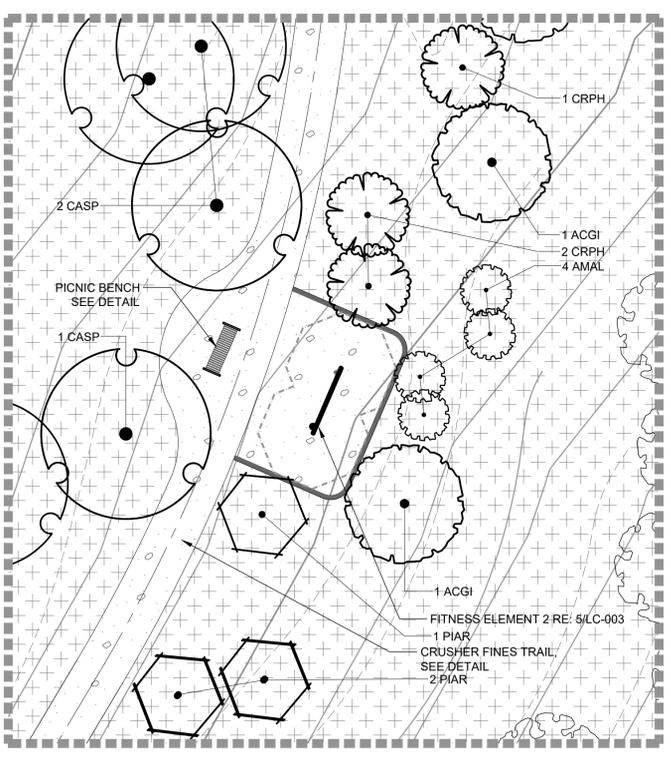
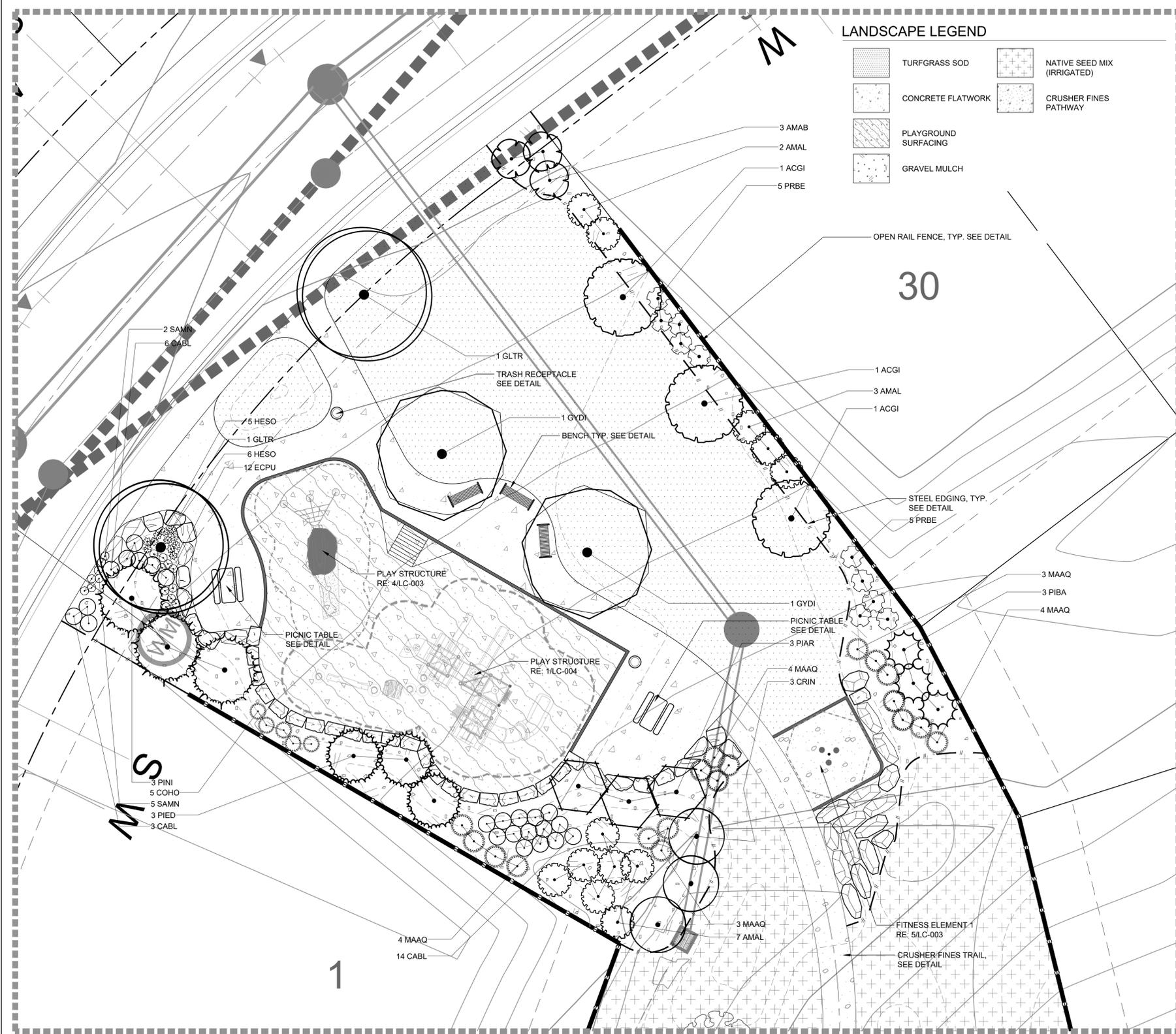
DESIGNED BY:	PCM
DRAWN BY:	MJS
CHECKED BY:	MDW
PROJECT NUMBER:	18-011
DATE ISSUED:	9-21-2018

### ISSUE / ADDENDA / REVISIONS

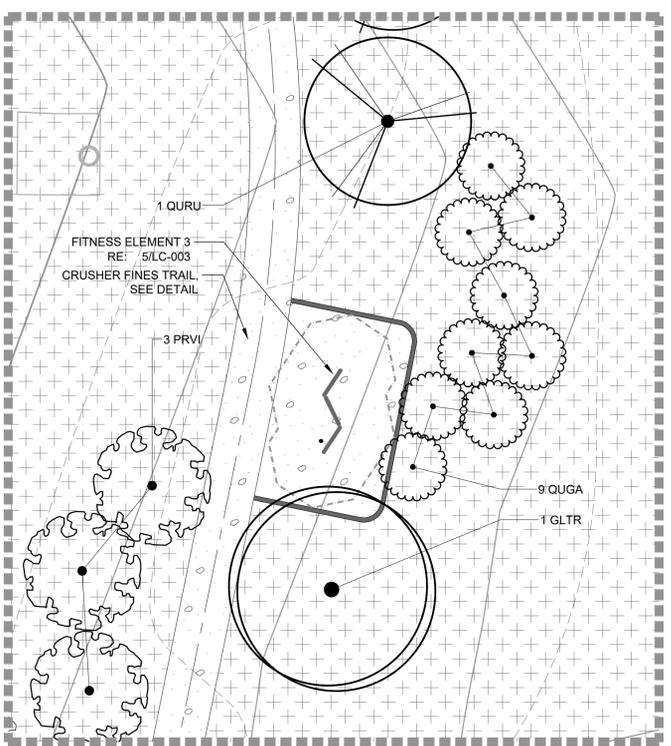
No.:	DATE:	BY:
No.: 1	DATE: 12-07-2018	BY: PCM
DESCRIPTION: 2nd Submittal		
No.: 2	DATE: 06-10-2019	BY: PCM
DESCRIPTION: 3rd Submittal		
No.: 3	DATE: 10-25-2019	BY: PCM
DESCRIPTION: 4th Submittal		
No.:	DATE:	BY:
DESCRIPTION:		
No.:	DATE:	BY:
DESCRIPTION:		
No.:	DATE:	BY:
DESCRIPTION:		
No.:	DATE:	BY:
DESCRIPTION:		

SHEET:

# LP-201



**2 FITNESS ELEMENT #2**  
1" = 10'  
SCALE: 1" = 10'-0" P-RE-JTF-94 NORTH



**3 FITNESS ELEMENT #3**  
1" = 10'  
SCALE: 1" = 10'-0" P-RE-JTF-95 NORTH

**1 PLAYGROUND ENLARGEMENT**  
1" = 10'  
P-RE-JTF-93

SCALE: 1" = 10'-0" NORTH

**JOHNSTOWN FARMS FILING NO. 3**

**SITE DETAILS**

PROJECT NAME:

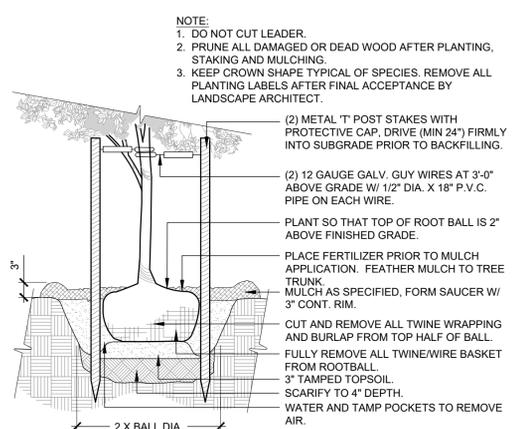
SHEET NAME:

DESIGNED BY:	PCM
DRAWN BY:	MJS
CHECKED BY:	MDW
PROJECT NUMBER:	18-011
DATE ISSUED:	9-21-2018

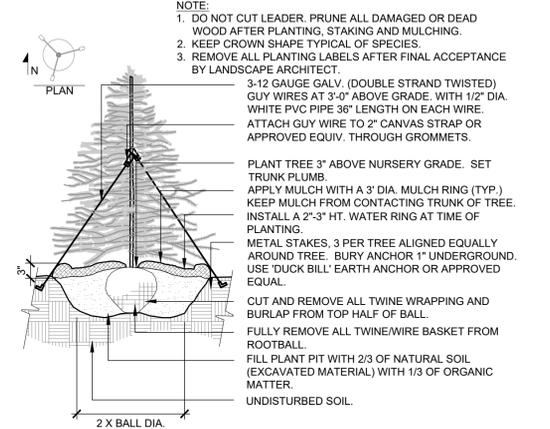
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DESCRIPTION:		

SHEET:

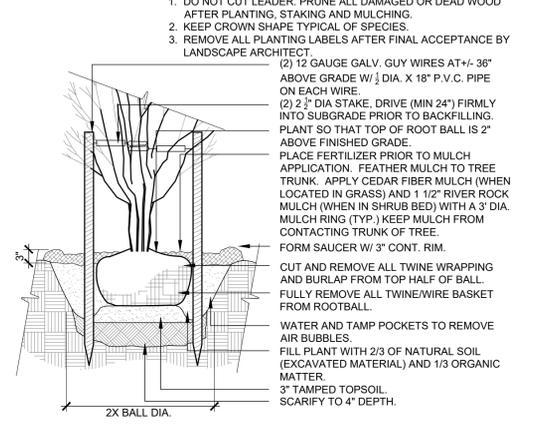
**LP-300**



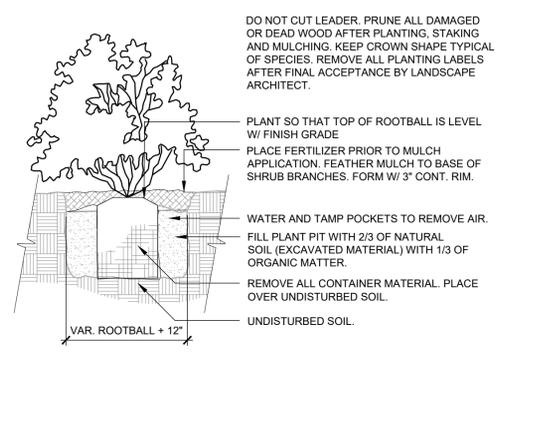
**1 DECIDUOUS TREE PLANTING**  
 1/2" = 1'-0" P-RE-AR-01



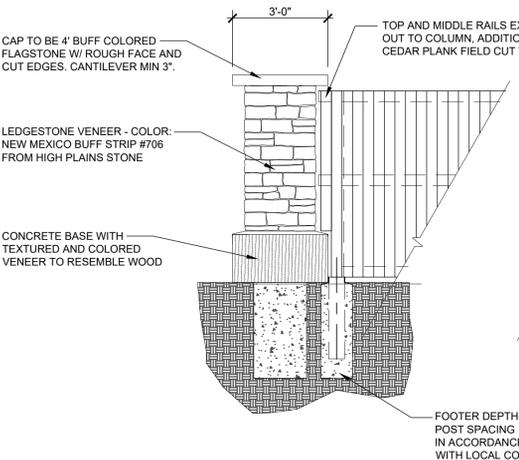
**2 EVERGREEN TREE PLANTING**  
 3/8" = 1'-0" P-RE-AR-02



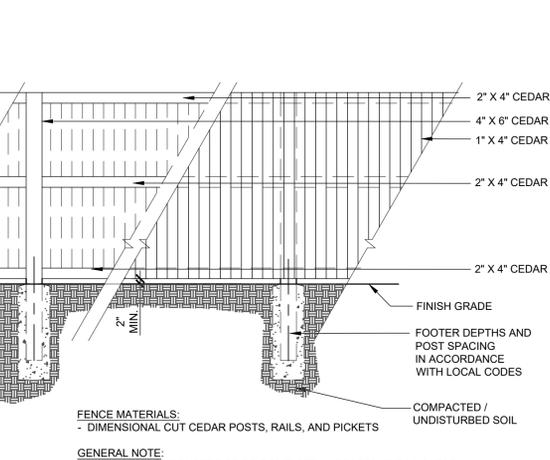
**3 ORNAMENTAL TREE PLANTING**  
 1/2" = 1'-0" P-RE-AR-03



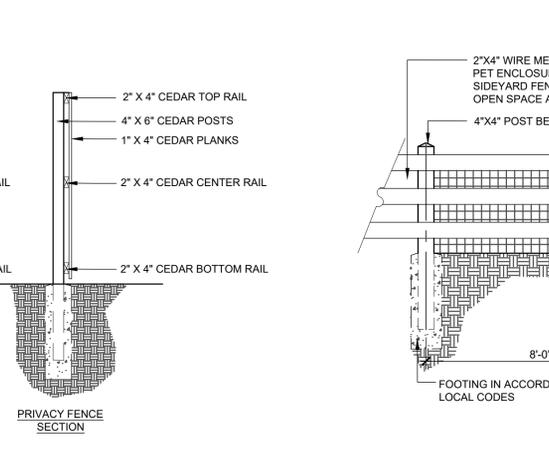
**4 SHRUB/ORNAMENTAL GRASS PLANTING**  
 1 1/2" = 1'-0" P-RE-AR-04



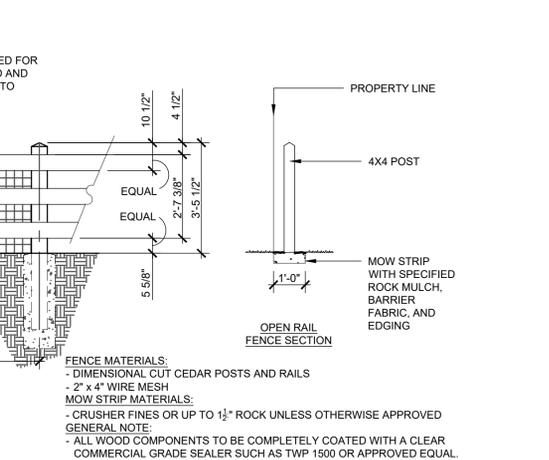
**5 PRIVACY FENCE AND COLUMN**  
 3/8" = 1'-0" P-RE-JTF-15



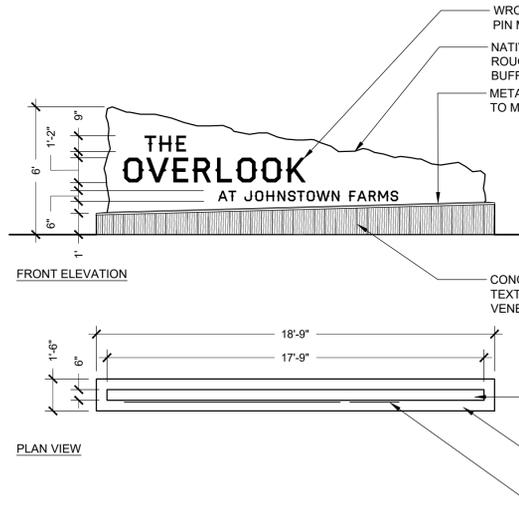
**6 OPEN RAIL FENCE**  
 3/8" = 1'-0" P-RE-JTF-10



**7 MONUMENT SIGN**  
 1/4" = 1'-0" P-RE-JTF-01



**8 CONCRETE FLATWORK - 6"**  
 1" = 1'-0" P-MU-JA-02



**9 CRUSHER FINES TRAIL (AGGREGATE)**  
 3" = 1'-0" P-RE-JTF-20



**JOHNSTOWN FARMS FILING NO. 3**

**SITE DETAILS**

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SHEET NAME:

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CHECKED BY:	MDW
PROJECT NUMBER:	18-011
DATE ISSUED:	9-21-2018

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No.:	DATE:	BY:
DESCRIPTION:		

SHEET:  
**LP-301**

**MODEL 3150 - 32 GAL. STEEL BAR LITTER RECEPTACLE WITH LID AND LINER (140 lbs.)**

**MATERIAL:**  
RECEPTACLE: One piece assembly with 1-1/2" x 1/4" steel bar rolled to form sides and welded to 1-1/2" x 1/4" steel bar bottom with 1" x 2" steel channel. Top is welded to 3/4" rolled solid steel rod.  
LID: Flat steel.  
LINER: Plastic.  
FINISH: Super durable polyester powder coat.

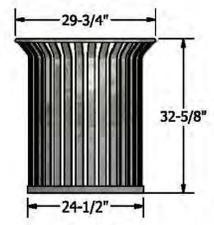


Ships completely assembled. FOR POWDER COAT COLORS SEE BACK-INSIDE COVER OF PATTERSON-WILLIAMS CATALOG

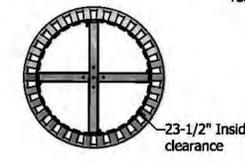
**NOTES:**  
SIZE - 32 GALLON  
COLOR - BLACK, OR APPROVED EQUAL

**MANUFACTURER CONTACT:**  
RECREATION PLUS LTD.  
15209 W. ELLSWORTH DR.  
GOLDEN, CO 80401  
PHONE - 303-278-1455

PROVIDE PRODUCT AS NOTED OR APPROVED EQUAL. OWNER TO APPROVE ALL SUBSTITUTIONS PRIOR TO INSTALLATION.



The flat-top steel lid has an 8" diameter opening in the center and is attached with a cable to the receptacle.



(Note: Receptacle must be anchored. Anchoring hardware not included.)

3150 LITTER RECEPTACLE	
QTY	MATERIAL LIST
1	LITTER RECEPTACLE
1	LINER
1	LID WITH CABLE

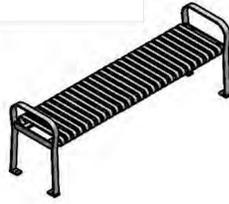
**Patterson-Williams** SITE FURNISHINGS

SCALE: N.T.S.	SPECIFICATION / INSTALLATION INSTRUCTIONS
DATE: 04-20-11	32 GAL. STEEL BAR LITTER RECEPTACLE
DRAWN BY: AMC	
REV.: A061812	<b>MODEL 3150</b>
SHEET: 1 of 1	

**3 TRASH RECEPTACLE**

**MATERIAL:**

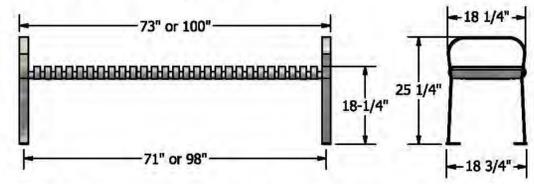
**SEAT:** One piece assembly with 1-1/2" x 1/4" steel bar rolled to form seat and welded to 1-5/8" heavy duty steel supports.  
**END FRAMES:** One piece 3/8" x 2" steel bar rolled and welded to form this durable end frame.  
**HARDWARE:** All hardware is stainless steel.  
**FINISH:** Super durable polyester powder coat.



**NOTES:**  
SIZE - 6' LENGTH  
COLOR - BLACK, OR APPROVED EQUAL

**MANUFACTURER CONTACT:**  
RECREATION PLUS LTD.  
15209 W. ELLSWORTH DR.  
GOLDEN, CO 80401  
PHONE - 303-278-1455

PROVIDE PRODUCT AS NOTED OR APPROVED EQUAL. OWNER TO APPROVE ALL SUBSTITUTIONS PRIOR TO INSTALLATION.



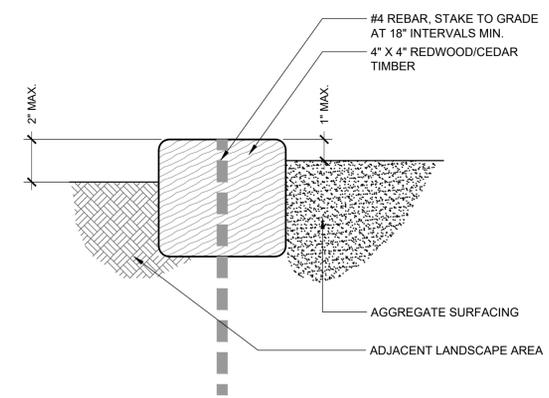
(Note: Bench must be anchored. Anchoring hardware not included.)

3104-06 & -08 BENCH	
QTY	MATERIAL LIST
2	END FRAMES
1	SEAT ASSEMBLY
4	3/8" X 1" SET SCREWS

**Patterson-Williams** SITE FURNISHINGS

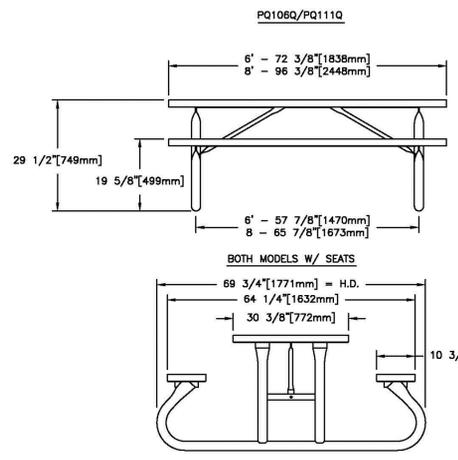
SCALE: N.T.S.	SPECIFICATION / INSTALLATION INSTRUCTIONS
DATE: 04-20-11	STEEL BAR BENCH WITHOUT BACK
DRAWN BY: AMC	
REV.: A011413	<b>MODEL 3104-06 &amp; -08</b>
SHEET: 1 of 2	

**2 BENCH**



**1 TIMBER EDGE AT FITNESS EQUIPMENT**  
3" = 1'-0"

P-RE-JTF-21



**NOTES:**  
PORTABLE PICNIC TABLE  
MANUFACTURER - LITTLE TIKES COMMERCIAL  
MODEL NUMBER - 106Q  
COLOR - BLACK, OR APPROVED EQUAL

**MANUFACTURER CONTACT:**  
RECREATION PLUS LTD.  
15209 W. ELLSWORTH DR.  
GOLDEN, CO 80401  
PHONE - 303-278-1455

PROVIDE PRODUCT AS NOTED OR APPROVED EQUAL. OWNER TO APPROVE ALL SUBSTITUTIONS PRIOR TO INSTALLATION.

**4 PICNIC TABLE**



FITNESS ELEMENT #1: STRETCH POLE



FITNESS ELEMENT #2: BEAM RUN



FITNESS ELEMENT #3: BEAM RUN

**NOTES:**  
MANUFACTURER - LITTLE TIKES COMMERCIAL  
MODEL - TEN STATION FITNESS CENTER  
COLOR - AS REQUIRED BY MANUF.

**MANUFACTURER CONTACT:**  
RECREATION PLUS LTD.  
15209 W. ELLSWORTH DR.  
GOLDEN, CO 80401  
PHONE - 303-278-1455

PROVIDE PRODUCT AS NOTED OR APPROVED EQUAL. OWNER TO APPROVE ALL SUBSTITUTIONS PRIOR TO INSTALLATION.

**5 FITNESS STATIONS**



JOHNSTOWN FARMS FILING NO. 3

SITE DETAILS

PROJECT NAME:

SHEET NAME:

DESIGNED BY:	PCM
DRAWN BY:	MJS
CHECKED BY:	MDW
PROJECT NUMBER:	18-011
DATE ISSUED:	9-21-2018

ISSUE / ADDENDA / REVISIONS

No.:	DATE:	BY:
1	12-07-2018	PCM
DESCRIPTION: 2nd Submittal		
2	06-10-2019	PCM
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DESCRIPTION:		
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DESCRIPTION:		
No.:	DATE:	BY:
DESCRIPTION:		
No.:	DATE:	BY:
DESCRIPTION:		

SHEET:  
**LP-302**



ACCESSORY ELEMENTS

**NOTES:**  
MANUFACTURER - LITTLE TIKES COMMERCIAL  
MODEL - NU-EDGE CUSTOM BUILD

MANUFACTURER CONTACT:  
RECREATION PLUS LTD.  
15209 W. ELLSWORTH DR.  
GOLDEN, CO 80401  
PHONE - 303-278-1455

IMAGE SHOWN IS A REPRESENTATIVE SAMPLE  
OF EQUIPMENT PROPOSED. COLORS AND  
AMENITIES MAY BE ALTERED PRIOR TO  
APPROVAL.



PRIMARY STRUCTURE - (DOES NOT INCLUDE TREE LADDER)

2 PLAY STRUCTURE 5-12 AGE GROUP

**NOTES:**  
MANUFACTURER - ID SCULPTURE  
MODEL - TIMBER!

MANUFACTURER CONTACT:  
RECREATION PLUS LTD.  
15209 W. ELLSWORTH DR.  
GOLDEN, CO 80401  
PHONE - 303-278-1455

PROVIDE PRODUCT AS NOTED OR APPROVED  
EQUAL. OWNER TO APPROVE ALL  
SUBSTITUTIONS PRIOR TO INSTALLATION.



1 PLAY STRUCTURE 2-12 AGE GROUP



LAMP

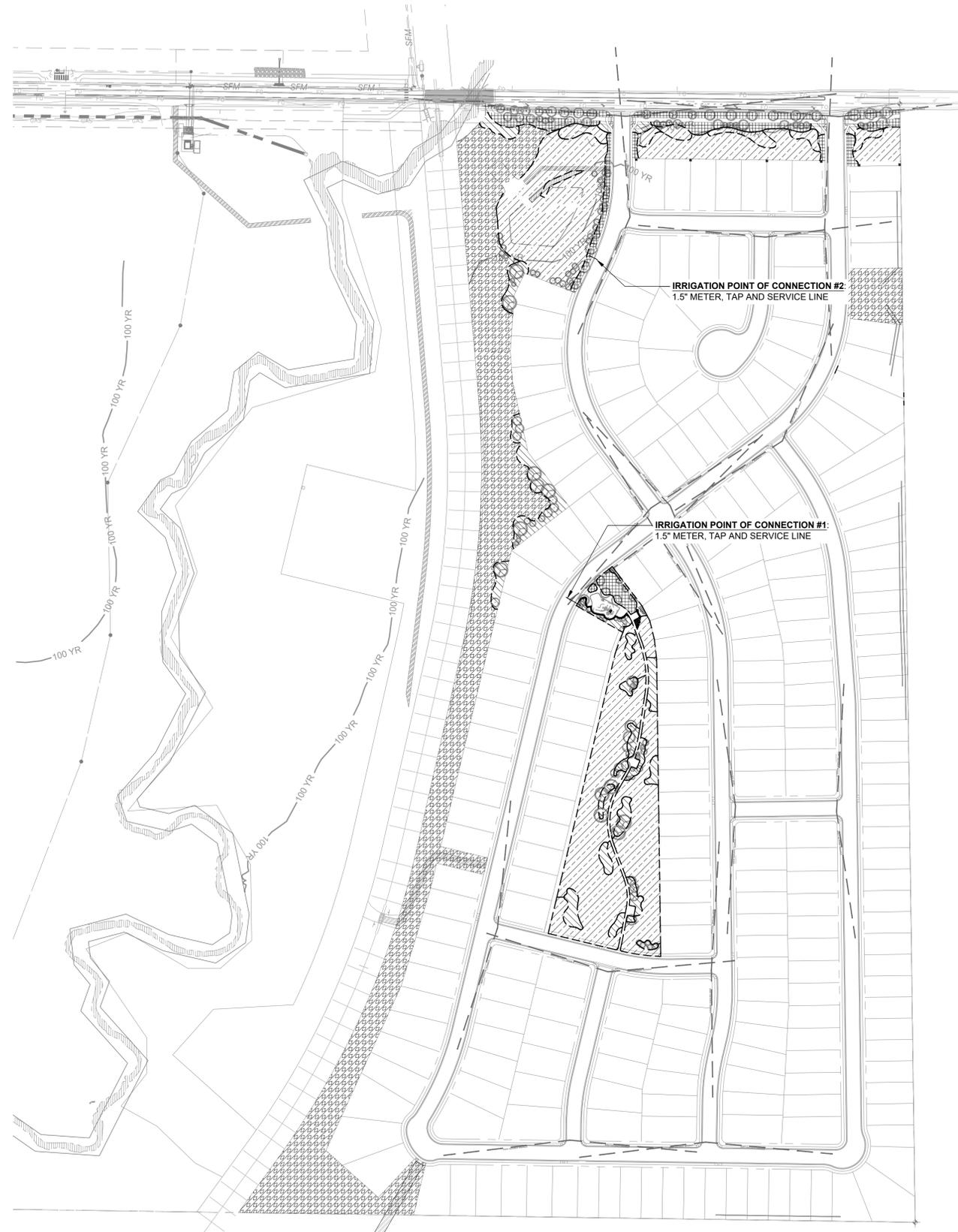
**NOTES:**  
MANUFACTURER - XCEL ENERGY APPROVED FIXTURE  
MODEL -  
LAMP: LANTERN - WITHOUT SPIKES  
POST: FIBERGLASS FLUTED  
BASE: NONE  
COLOR: BLACK

PROVIDE PRODUCT AS NOTED OR APPROVED EQUAL. OWNER TO APPROVE  
ALL SUBSTITUTIONS PRIOR TO INSTALLATION.

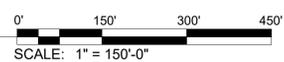


POST

3 LIGHT FIXTURE



1 WATER USE AND HYDROZONE PLAN



### HYDROZONE SCHEDULE

SYMBOL	IRRIGATION DESCRIPTION	QTY	SYMBOL	DESCRIPTION	QTY
	HIGH WATER USE (TURFGRASS - SPRAY AND ROTOR IRRIGATION)	36,641 SF (0.84 AC)		LOW WATER USE (NATIVE SEEDING - ROTOR IRRIGATION)	208,993 SF (4.80 AC)
	MODERATE WATER USE (SHRUB BEDS - POINT SOURCE DRIP)	48,688 SF (1.12 AC)		NON-IRRIGATED AREA (NATIVE SEEDING AND EXISTING VEG TO REMAIN)	251,817 SF (5.78 AC)

- NOTES:
- A COMPLETE IRRIGATION DESIGN SHALL BE PROVIDED FOR ALL RIGHTS-OF-WAY, AND ANY COMMON OPEN SPACES AS REQUIRED BY THE TOWN FOR REVIEW. PLANS SHALL BE PROVIDED UPON INITIAL REVIEW OF THE LANDSCAPE PLAN AND THIS HYDROZONE PLAN.
  - WATER EFFICIENT IRRIGATION TECHNIQUES SHALL BE INCORPORATED INTO THE FINAL IRRIGATION DESIGN AS REQUIRED.
  - IRRIGATION SYSTEM SHALL UTILIZE POTABLE WATER DUE TO LACK OF AVAILABILITY OF NON-POTABLE IRRIGATION SOURCES AT THIS SITE LOCATION.
  - ALL LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC CLOCK-ACTIVATED IRRIGATION SYSTEM.
  - NON-IRRIGATION AREAS SHALL BE ESTABLISHED PRIOR TO THE COMPLETION OF THE SUBDIVISION BUILD OUT AND SHALL UTILIZE AN ALTERNATIVE RELIABLE WATER SOURCE SUFFICIENT TO SUSTAIN PLANT LIFE. THE WATERING SHALL BE THE RESPONSIBILITY OF THE DEVELOPER UNTIL ACCEPTANCE IS GRANTED BY THE TOWN. TEMPORARY WATERING RESPONSIBILITIES SHALL NOT BE TURNED OVER TO A HOMEOWNERS ASSOCIATION.
  - 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.
  - AN AUTOMATIC CONTROLLER SHALL ACTIVATE THE SYSTEM. REMOTE CONTROL VALVES SHALL OPERATE EACH ZONE VALVE.
  - 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.
  - ALL IRRIGATION SYSTEMS SHALL BE EQUIPPED WITH A BACKFLOW PREVENTION DEVICE.
  - ALL MAINLINE PIPING SHALL BE CLASS 200 PVC. LATERAL PIPING FOR SYSTEMS THAT WILL BE TURNED OVER TO THE TOWN FOR MAINTENANCE WILL BE CLASS 200 PVC, THOUGH THIS MATERIAL IS ENCOURAGED FOR LATERAL PIPING FOR ALL SYSTEMS.
  - ALL PIPING SHALL BE BURIED A MINIMUM OF EIGHTEEN (18) INCHES. FOR SYSTEMS THAT WILL BE TURNED OVER TO THE TOWN FOR MAINTENANCE, MAINLINE SHALL BE BURIED A MINIMUM OF TWENTY-FOUR (24) INCHES.
  - IN-LINE ISOLATION VALVES SHALL BE LOCATED ON MAINLINES WHEN THE MAINLINE CROSSES ANY PUBLICLY DEDICATED STREET.
  - ALL PIPING SHALL BE SLEEVED WHERE LOCATED UNDER PAVED SURFACES. ELECTRIC WIRING SHALL BE SLEEVED SEPARATELY FROM PIPING.
  - THREE (3) SPARE ELECTRICAL WIRES SHALL BE EXTENDED TO EACH END OF THE MAINLINE. THE WIRES SHALL BE LOOPED IN EACH VALVE BOX (EIGHTEEN (18) INCH MINIMUM LOOP) FOR POSSIBLE FUTURE USE.
  - SPRAY HEADS, ROTORS AND DRIP SYSTEMS SHALL ALL BE ZONED SEPARATELY FROM ONE ANOTHER.
  - DRIP IRRIGATION SHALL BE PROVIDED FOR ALL TREES AND SHRUBS LOCATED IN SHRUB BEDS AND IN ALL NATIVE SEEDING 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.
  - IN-LINE QUICK COUPLERS SHALL BE PROVIDED THREE HUNDRED (300) FEET ON CENTER FOR ALL NATIVE AREA IRRIGATION SYSTEMS TO BE TURNED OVER TO THE TOWN FOR MAINTENANCE.
  - ALONG ARTERIAL RIGHTS-OF-WAY, WHERE ULTIMATE IMPROVEMENTS ARE NOT REQUIRED, THE AREA BETWEEN THE INITIAL PHASE CURB AND THE FUTURE ULTIMATE PHASE CURB AND/OR EXISTING EDGE OF ASPHALT SHALL BE IRRIGATED WITH ZONES SEPARATE FROM THE REST OF THE RIGHT-OF-WAY SYSTEM.

EM DUB DESIGN LLC

EM DUB LANDSCAPE ARCHITECTURE 303.686.1237

STARWOOD LAND ADVISORS, LLC

STARWOOD LAND ADVISORS, LLC 385 INVERCRAIG DRIVE, SUITE 310 ENGLEWOOD, COLORADO 80112

PROJECT NAME: **JOHNSTOWN FARMS FILING NO. 3**

SHEET NAME: **WATER USE AND HYDROZONE PLAN**

DESIGNED BY:	PCM
DRAWN BY:	MJS
CHECKED BY:	MDW
PROJECT NUMBER:	18-011
DATE ISSUED:	9-21-2018

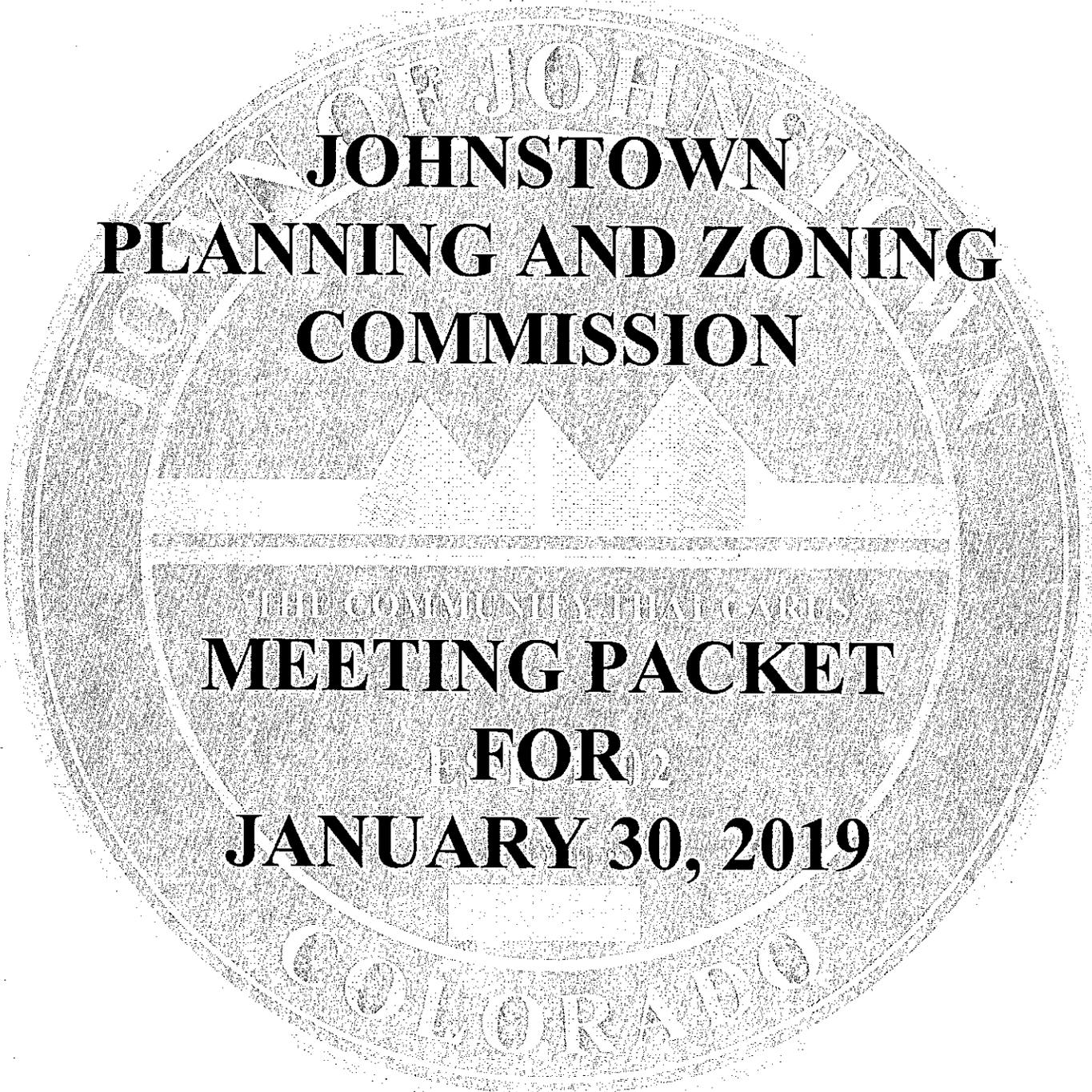
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DESCRIPTION:		

SHEET: **LI-101**

**JOHNSTOWN FARMS  
FILING NO 3**

**PLANNING & ZONING  
COMMISSION PACKET**

**JANUARY 30, 2019**

The background of the page features a large, circular seal of the City of Johnstown, Colorado. The seal contains a central shield with a mountain range, a banner, and a sun. The text "CITY OF JOHNSTOWN" is arched across the top, and "COLORADO" is arched across the bottom. The motto "THE COMMUNITY THAT CARES" is written on the banner. The seal is rendered in a light, textured style.

**JOHNSTOWN  
PLANNING AND ZONING  
COMMISSION**

**MEETING PACKET**

**FOR**

**JANUARY 30, 2019**

Town of

# Johnstown

450 S. Parish Ave. Johnstown, CO 80534  
Ph: 970-587-4664 Fax: 970-587-0141

## COMMUNITY DEVELOPMENT APPLICATION

Date: September 21, 2018

Project Name: Johnstown Farms Filing No. 3

Application is for:  Annexation  Zoning  Subdivision  Other (please specify) PUD - Final Site Plan

Landowner: Starwood Land Advisors, LLC

Address: 365 Inverness Parkway, Suite 310, Englewood, CO 80112

Telephone: 720-346-2800

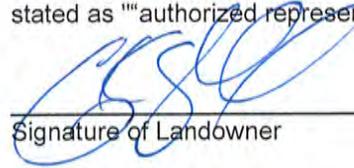
Authorized Representative: Redland

Address: 1500 West Canal Court, Littleton, CO 80120

Telephone: 720-283-6783; Fax Number: \_\_\_\_\_; E-Mail: mpietschmann@redland.com

### Landowner Authorization:

The undersigned affirms ownership of the property pertaining to this application, and hereby applies to the Town of Johnstown, Colorado for the above indicated development review process, and authorizes the individual or company stated as ""authorized representative" to represent me/us in all aspects of said process.

  
\_\_\_\_\_  
Signature of Landowner

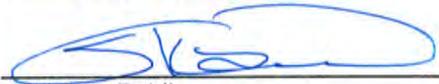
\_\_\_\_\_  
Signature of Landowner

STATE OF COLORADO     )  
  )ss  
COUNTY OF                    )

The foregoing application was subscribed and sworn to before me this 20th day of September, A.D., 2018, by [Signature]

Witness my hand and official seal.

My commission expires: 1-21-2019

  
\_\_\_\_\_  
Notary Public

STEPHANIE ANN KAHN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID # 20044016086  
MY COMMISSION EXPIRES APRIL 24, 2019

**CERTIFICATE OF DEDICATION**

KNOW ALL PERSONS BY THESE PRESENTS THAT JOHNSTOWN FARMS FILING NO. 3, BEING THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL A:**

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°11'03" EAST A DISTANCE OF 1014.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD AS RECORDED IN BOOK 221, PAGE 72 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID WELD COUNTY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 36°08'54" EAST, A DISTANCE OF 101.74 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 62°56'25" WEST, A DISTANCE OF 71.96 FEET;

THENCE NORTH 46°04'50" WEST, A DISTANCE OF 124.78 FEET;

THENCE NORTH 61°02'08" WEST, A DISTANCE OF 96.44 FEET;

THENCE NORTH 38°13'50" EAST, A DISTANCE OF 97.60 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 84.23 FEET;

THENCE NORTH 34°32'15" WEST, A DISTANCE OF 252.50 FEET;

THENCE NORTH 68°44'13" EAST, A DISTANCE OF 104.57 FEET;

THENCE SOUTH 59°40'57" EAST, A DISTANCE OF 166.01 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 75.86 FEET;

THENCE NORTH 48°25'30" EAST, A DISTANCE OF 98.93 FEET;

THENCE NORTH 00°51'35" WEST, A DISTANCE OF 178.22 FEET;

THENCE NORTH 29°49'13" WEST, A DISTANCE OF 160.73 FEET;

THENCE SOUTH 86°13'22" WEST, A DISTANCE OF 210.38 FEET;

THENCE NORTH 39°39'32" EAST, A DISTANCE OF 314.41 FEET;

THENCE NORTH 30°51'09" WEST, A DISTANCE OF 193.10 FEET;

THENCE NORTH 22°16'35" EAST, A DISTANCE OF 164.82 FEET;

THENCE NORTH 18°23'04" WEST, A DISTANCE OF 163.95 FEET;

THENCE NORTH 38°14'03" EAST, A DISTANCE OF 293.89 FEET;

THENCE NORTH 73°48'58" EAST, A DISTANCE OF 301.18 FEET;

THENCE NORTH 08°16'54" EAST, A DISTANCE OF 101.30 FEET;

THENCE NORTH 17°05'56" WEST, A DISTANCE OF 312.42 FEET;

THENCE NORTH 00°35'30" EAST, A DISTANCE OF 243.05 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 177.69 FEET TO SAID WESTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES;

1. SOUTH 04°54'49" EAST, A DISTANCE OF 710.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1870.10 FEET;

2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 578.23 FEET, TO A POINT OF TANGENCY;

3. SOUTH 12°48'08" WEST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1870.10 FEET;

4. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 762.00 FEET, TO A POINT OF TANGENCY;

5. SOUTH 36°08'54" WEST, A DISTANCE OF 108.94 FEET TO THE **POINT OF BEGINNING**;

CONTAINING AN AREA OF 21.970 ACRES, (957,034 SQUARE FEET), MORE OR LESS.

**PARCEL B:**

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°11'03" EAST A DISTANCE OF 1113.03 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD AS RECORDED IN SAID BOOK 221, PAGE 72, ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES;

1. NORTH 36°08'54" EAST, A DISTANCE OF 153.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1950.10 FEET;

2. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 794.60 FEET, TO A POINT OF TANGENCY;

3. NORTH 12°48'08" EAST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1950.10 FEET;

4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 602.97 FEET, TO A POINT OF TANGENCY;

5. NORTH 04°54'49" WEST, A DISTANCE OF 702.44 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 1052.88 FEET TO THE CENTER CORNER OF SECTION 9 AND THE EAST LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID EAST LINE, SOUTH 00°47'32" EAST, A DISTANCE OF 2624.04 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;

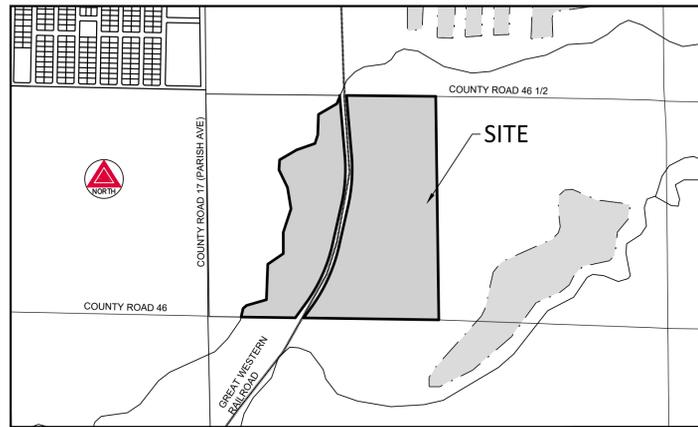
THENCE ALONG SAID SOUTH LINE, NORTH 89°11'03" WEST, A DISTANCE OF 1595.06 FEET TO THE **POINT OF BEGINNING**;

CONTAINING AN AREA OF 68.593 ACRES, (2,987,927 SQUARE FEET), MORE OR LESS. TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD, SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

DO HEREBY SUBDIVIDE THE SAME INTO THE LOTS, BLOCKS, TRACTS, OUTLOTS, RIGHTS-OF WAY AND EASEMENTS AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHTS-OF-WAYS AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

# JOHNSTOWN FARMS FILING NO. 3

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.  
90.563 ACRES - 249 LOTS - 7 TRACTS



**VICINITY MAP**

SCALE 1" = 1000'

**TOWN COUNCIL**

THIS PLAT, TO BE KNOWN AS JOHNSTOWN FARMS FILING NO. 3, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER \_\_\_\_\_, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF JOHNSTOWN, COLORADO

HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

BY: \_\_\_\_\_ ATTEST:  
MAYOR TOWN CLERK

**OWNER SIGNATURE**

OWNER: TF JOHNSTOWN FARMS, LP  
BY: \_\_\_\_\_  
CRAIG CAMPBELL AUTHORIZED SIGNATORY

STATE OF COLORADO )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING CERTIFICATE OF OWNERSHIP AND MAINTENANCE WAS ACKNOWLEDGED BEFORE ME BY \_\_\_\_\_

ACTING IN HIS CAPACITY AS \_\_\_\_\_ OF \_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

WITNESS MY HAND AND SEAL:  
MY COMMISSION EXPIRES \_\_\_\_\_

\_\_\_\_\_, MAYOR  
NOTARY PUBLIC (SEAL)

**PLANNING AND ZONING COMMISSION**

THIS PLAT, TO BE KNOWN AS JOHNSTOWN FARMS FILING NO. 3, WAS APPROVED BY ACTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF JOHNSTOWN, COLORADO AT A REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_

BY: \_\_\_\_\_  
CHAIR, PLANNING AND ZONING COMMISSION

**TRACT OWNERSHIP AND USAGE**

- 1. TRACT A IS FOR PUBLIC OPEN SPACE PURPOSES AND WILL BE OWNED AND MAINTAINED BY THE TOWN OF JOHNSTOWN.
- 2. TRACTS B, C, D, E, F, G, AND H ARE FOR PRIVATE OPEN SPACE PURPOSES AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. THE OIL/GAS WELL SITES LOCATED WITHIN TRACT F WILL BE MAINTAINED BY THE OIL/GAS OPERATOR OF EACH WELL SITE UNTIL SUCH TIME THE WELL SITE IS ABANDONED. UPON ABANDONMENT OF THE WELL SITE THE HOMEOWNERS' ASSOCIATION WILL THEN CONTINUE MAINTENANCE OF TRACT F IN ITS ENTIRETY.

**ATTORNEY'S CERTIFICATE**

THIS IS TO CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D., I EXAMINED THE TITLE TO THE PROPERTY AS DESCRIBED HEREON AND ESTABLISHED THAT THE OWNERS AND PROPRIETORS OF RECORD OF THE SAID PROPERTY AS CONSTRUED IN C.R.S. 1973, 31-23-111, ARE THE SAME AS SHOWN HEREON AS OF SAID DATE.

BY: \_\_\_\_\_ REGISTRATION NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES**

THIS FINAL PLAT MAP OF JOHNSTOWN FARMS FILING NO. 3 IS APPROVED AND ACCEPTED BY ORDINANCE NO. \_\_\_\_\_, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF JOHNSTOWN, COLORADO, HELD ON \_\_\_\_\_, 20\_\_ . THE DEDICATIONS OF PUBLIC STREETS, PUBLIC RIGHTS-OF-WAY, PUBLIC EASEMENTS AND OTHER PLACES DESIGNATED OR DESCRIBED FOR PUBLIC USES AS SHOWN HEREON, SUCH OTHER EASEMENTS SHOWN HEREON FOR THE PURPOSES SHOWN, AND THE ELECTRIC AND WATER DISTRIBUTION SYSTEM TO BE INSTALLED IN THE SUBDIVISION, ARE HEREBY ACCEPTED. ALL CONDITIONS, TERMS AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER, ITS HEIRS, SUCCESSORS AND ASSIGNS.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING OF STREETS, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, AND WALKWAYS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND OTHER IMPROVEMENTS AS SHOWN HEREON ON THIS PLAT OR AS OTHERWISE MAY BE REQUIRED TO SERVICE THE SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE OWNER AND NOT THE TOWN. THE CONSTRUCTION OF IMPROVEMENTS BENEFITING THE SUBDIVISION AND THE ASSUMPTION OF MAINTENANCE RESPONSIBILITY FOR SAID IMPROVEMENTS BY THE TOWN OR OTHER ENTITIES SHALL BE SUBJECT TO A SEPARATE MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS. THE TOWN SHALL HAVE NO OBLIGATION TO PROVIDE ANY IMPROVEMENTS, MAINTENANCE THEREOF, OR TO ACCEPT SUCH IMPROVEMENTS OR MAINTENANCE EXCEPT TO THE EXTENT AS MAY BE SET FORTH IN THAT SEPARATE MEMORANDUM.

THIS ACCEPTANCE OF THE MAJOR SUBDIVISION PLAT DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED FOR THAT LOT.

\_\_\_\_\_, MAYOR  
ATTEST: \_\_\_\_\_, TOWN CLERK

**GENERAL NOTES**

- 1. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
- 2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMBATS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, OF THE COLORADO REVISED STATUTES.
- 3. THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-840960-25-SA1, WITH AN EFFECTIVE DATE OF DECEMBER 15, 2017 AT 5:00 P.M. AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY.
- 4. BASIS OF BEARING: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE SOUTHWEST CORNER BY A NO.6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED " P.L.S. 23513" IN MONUMENT BOX AND AT THE SOUTH QUARTER CORNER BY A NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "P.L.S. 7242", ASSUMED TO BEAR SOUTH 89°11'03" EAST, A DISTANCE OF 2708.10 FEET.

**GENERAL NOTES CONTINUED**

- 6. FLOOD ZONE: BASED ON A GRAPHICAL REPRESENTATION OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAPS (FIRM) NO. 08069410F AN EFFECTIVE DATE OF DECEMBER 19, 2006, A PORTION OF THE SUBJECT PROPERTY LIES WITHIN OTHER AREAS-ZONE "X", "ZONE X" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", AND A PORTION OF THE SUBJECT PROPERTY LIES WITHIN SPECIAL FLOOD AREAS ZONE "A", "ZONE A" IS DEFINED AS "AREAS OF 100-YEAR FLOOD; NO BASE FLOOD ELEVATIONS DETERMINED."
- 7. PRIOR TO A SALES CONTRACT FOR ANY LOT, TRACT OR PARCEL WITHIN THIS SUBDIVISION IS EXECUTED, ALL BOUNDARIES OF SAID LOT, TRACT OR PARCEL MUST BE MONUMENTED IN ACCORDANCE WITH STATE STATUTES 12-25-2+38-51-105 OF THE COLORADO REVISED STATUTES.
- 8. MAINTENANCE DEFINITION: MAINTENANCE IS THE PROCESS OF PRESERVING CAPITAL IMPROVEMENTS, STRUCTURES, DEVELOPMENT, OR SYSTEMS TO MEET ITS FUNCTION OR ORIGINAL INTENT OF THE FACILITY. THIS IS THE PRESERVATION, CONSERVATION, KEEPING IN GOOD CONDITIONS, OPERATING SAFELY, OPERATING EFFICIENTLY, TESTING, INSPECTION, SERVICING, REPAIRING, GRADING, CLEANING, PICKING UP TRASH AND DEBRIS, PEST CONTROL, PAINTING, MOWING, PRUNING, AND PROLONGING OF THESE FACILITIES. MAINTENANCE ALSO INCLUDES THE PROVISION OF FINANCIAL SUPPORT TO MAINTAIN THE FACILITIES. FACILITIES INCLUDE BUT ARE NOT LIMITED TO: LANDSCAPING, OPEN AREAS, GRASS, SHRUBS, TREES, PLAYGROUNDS, SITE FURNITURE AND FIXTURES, RETAINING WALLS, SIGNS, SIDEWALKS, DRAINAGE STRUCTURES SUCH AS PONDS, SWALES, DRAIN PANS, INLETS, AND OUTLET STRUCTURES.
- 9. UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM.
- 10. LOTS 1-6, BLOCK 1 AND LOTS 98-100, BLOCK 2 WILL NOT BE ISSUED A BUILDING PERMIT UNTIL A LETTER OF MAP REVISION (LOMR) HAS BEEN ISSUED
- 11. LOTS 13-17, BLOCK 5 ARE TEMPORARILY UNBUILDABLE LOTS UNTIL NEARBY GAS WELL IS CAPPED OFF AND ABANDONED. ONCE THE WELL IS CAPPED AND ABANDONED THE LOTS SHALL BECOME BUIDLABLE LOTS.
- 12. THE PARCEL IMMEDIATELY EAST OF THIS PLAT IS DEVELOPED IN ACCORDANCE WITH USR-1142, AS A RECREATIONAL FACILITY FOR BIKING AND SKIING. USES INCLUDE A MOTORCYCLE COURSE. FUTURE HOME BUYERS SHOULD BE AWARE OF THE POTENTIAL FOR NOISE AND DUST CAUSED BY THIS USE
- 13. ADJACENT PROPERTIES TO THIS PLAT ARE USED FOR AGRICULTURAL PURPOSES, PLEASE SEE THE WELD COUNTY RIGHT TO FARM STATEMENT ON SHEET 2 OF THIS PLAT.
- 14. LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING. IN ACCORDANCE WITH THE APPROVED GRADING AND 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 IN ACCORDANCE WITH TOWN CRITERIA. 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 OPERATION AND/OR MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER(S).
- 15. DRAINAGE FACILITIES WILL BE MAINTAINED BY AN ENTITY TO BE DETERMINED AT THE TIME OF DEVELOPERS AGREEMENT.

**SURVEYOR'S STATEMENT**

I, SHAUN D. LEE, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A FIELD SURVEY MADE ON \_\_\_\_\_, 20\_\_, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF JOHNSTOWN. I ATTEST THE ABOVE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

SHAUN D. LEE, PLS NO 38158  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 EAST MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122

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 THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

**CLERK AND RECORDER CERTIFICATE**

THIS FINAL PLAT MAP WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF WELD COUNTY AT \_\_\_\_\_ O'CLOCK, \_\_\_\_\_M., ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D., IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, MAP \_\_\_\_\_, RECEPTION NUMBER \_\_\_\_\_

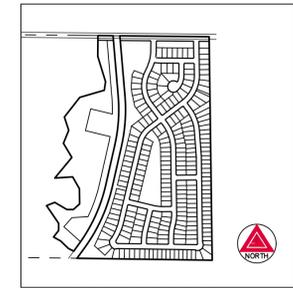
 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	CLIENT <b>REDLAND</b>	DATE OF PREPARATION: 09-12-2018
	1500 WEST CANAL COURT LITTLETON, COLORADO 80120	SCALE: N/A
AzTec Proj. No.: 54818-37	Drawn By: R.B.A.	SHEET 1 OF 6

DATE OF LATEST REVISION 12-07-2018

FOR REVIEW

# JOHNSTOWN FARMS FILING NO. 3

A PORTION THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.  
90.563 ACRES - 249 LOTS - 7 TRACTS



KEY MAP  
SCALE: 1" = 1000'

## WELD COUNTY'S RIGHT TO FARM STATEMENT

WELD COUNTY IS ONE OF THE MOST PRODUCTIVE AGRICULTURAL COUNTIES IN THE UNITED STATES, RANKING FIFTH IN TOTAL MARKET VALUE OF AGRICULTURAL PRODUCTS SOLD. THE RURAL AREAS OF WELD COUNTY MAY BE OPEN AND SPACIOUS, BUT THEY ARE INTENSIVELY USED FOR AGRICULTURE. PERSONS MOVING INTO A RURAL AREA MUST RECOGNIZE AND ACCEPT THERE ARE DRAWBACKS, INCLUDING CONFLICTS WITH LONGSTANDING AGRICULTURAL PRACTICES AND A LOWER LEVEL OF SERVICES THAN IN TOWN. ALONG WITH THE DRAWBACKS COME THE INCENTIVES WHICH ATTRACT URBAN DWELLERS TO RURAL AREAS: OPEN VIEWS, SPACIOUSNESS, WILDLIFE, LACK OF CITY NOISE AND CONGESTION, AND THE RURAL ATMOSPHERE AND WAY OF LIFE. WITHOUT NEIGHBORING FARMS, THOSE FEATURES WHICH ATTRACT URBAN DWELLERS TO RURAL WELD COUNTY WOULD QUICKLY BE GONE FOREVER.

AGRICULTURAL USERS OF THE LAND SHOULD NOT BE EXPECTED TO CHANGE THEIR LONG-ESTABLISHED AGRICULTURAL PRACTICES TO ACCOMMODATE THE INTRUSIONS OF URBAN USERS INTO A RURAL AREA. WELL RUN AGRICULTURAL ACTIVITIES WILL GENERATE OFF-SITE IMPACTS, INCLUDING NOISE FROM TRACTORS AND EQUIPMENT; SLOW-MOVING FARM VEHICLES ON RURAL ROADS; DUST FROM ANIMAL PENS, FIELD WORK, HARVEST AND GRAVEL ROADS; ODOR FROM ANIMAL CONFINEMENT, SILAGE AND MANURE; SMOKE FROM DITCH BURNING, FLIES AND MOSQUITOES; HUNTING AND TRAPPING ACTIVITIES; SHOOTING SPORTS, LEGAL HAZING OF NUISANCE WILDLIFE; AND THE USE OF PESTICIDES AND FERTILIZERS IN THE FIELDS, INCLUDING THE USE OF AERIAL SPRAYING. IT IS COMMON PRACTICE FOR AGRICULTURAL PRODUCERS TO UTILIZE AN ACCUMULATION OF AGRICULTURAL MACHINERY AND SUPPLIES TO ASSIST IN THEIR AGRICULTURAL OPERATIONS. A CONCENTRATION OF MISCELLANEOUS AGRICULTURAL MATERIALS OFTEN PRODUCES A VISUAL DISPARITY BETWEEN RURAL AND URBAN AREAS OF THE COUNTY. SECTION 35-3.5-102, C.R.S., PROVIDES THAT AN AGRICULTURAL OPERATION SHALL NOT BE FOUND TO BE A PUBLIC OR PRIVATE NUISANCE IF THE AGRICULTURAL OPERATION ALLEGED TO BE A NUISANCE EMPLOYS METHODS OR PRACTICES THAT ARE COMMONLY OR REASONABLY ASSOCIATED WITH AGRICULTURAL PRODUCTION.

WATER HAS BEEN AND CONTINUES TO BE THE LIFELINE FOR THE AGRICULTURAL COMMUNITY. IT IS UNREALISTIC TO ASSUME THAT DITCHES AND RESERVOIRS MAY SIMPLY BE MOVED "OUT OF THE WAY" OF RESIDENTIAL DEVELOPMENT. WHEN MOVING TO THE COUNTY, PROPERTY OWNERS AND RESIDENTS MUST REALIZE THEY CANNOT TAKE WATER FROM IRRIGATION DITCHES, LAKES OR OTHER STRUCTURES UNLESS THEY HAVE AN ADJUDICATED RIGHT TO THE WATER.

WELD COUNTY COVERS A LAND AREA OF APPROXIMATELY FOUR THOUSAND (4,000) SQUARE MILES IN SIZE (TWICE THE SIZE OF THE STATE OF DELAWARE) WITH MORE THAN THREE THOUSAND SEVEN HUNDRED (3,700) MILES OF STATE AND COUNTY ROADS OUTSIDE OF MUNICIPALITIES. THE SHEER MAGNITUDE OF THE AREA TO BE SERVED STRETCHES AVAILABLE RESOURCES. LAW ENFORCEMENT IS BASED ON RESPONSES TO COMPLAINTS MORE THAN ON PATROLS OF THE COUNTY, AND THE DISTANCES WHICH MUST BE TRAVELED MAY DELAY ALL EMERGENCY RESPONSES, INCLUDING LAW ENFORCEMENT, AMBULANCE AND FIRE. FIRE PROTECTION IS USUALLY PROVIDED BY VOLUNTEERS WHO MUST LEAVE THEIR JOBS AND FAMILIES TO RESPOND TO EMERGENCIES. COUNTY GRAVEL ROADS, NO MATTER HOW OFTEN THEY ARE BLADED, WILL NOT PROVIDE THE SAME KIND OF SURFACE EXPECTED FROM A PAVED ROAD. SNOW REMOVAL PRIORITIES MEAN THAT ROADS FROM SUBDIVISIONS TO ARTERIALS MAY NOT BE CLEARED FOR SEVERAL DAYS AFTER A MAJOR SNOWSTORM. SNOW REMOVAL FOR ROADS WITHIN SUBDIVISIONS ARE OF THE LOWEST PRIORITY FOR PUBLIC WORKS OR MAY BE THE PRIVATE RESPONSIBILITY OF THE HOMEOWNERS. SERVICES IN RURAL AREAS, IN MANY CASES, WILL NOT BE EQUIVALENT TO MUNICIPAL SERVICES. RURAL DWELLERS MUST, BY NECESSITY, BE MORE SELF-SUFFICIENT THAN URBAN DWELLERS.

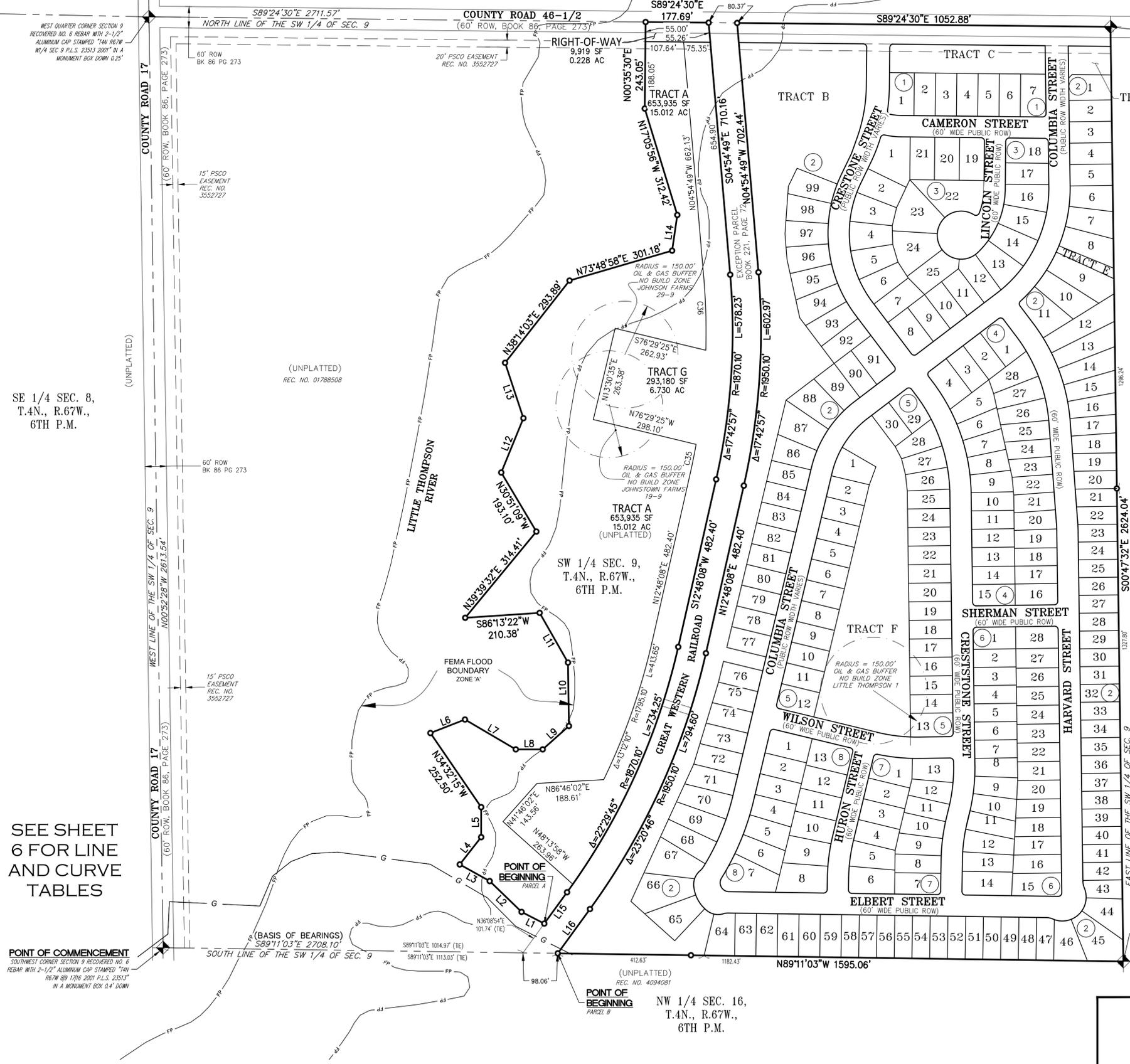
PEOPLE ARE EXPOSED TO DIFFERENT HAZARDS IN THE COUNTY THAN IN AN URBAN OR SUBURBAN SETTING. FARM EQUIPMENT AND OIL FIELD EQUIPMENT, PONDS AND IRRIGATION DITCHES, ELECTRICAL POWER FOR PUMPS AND CENTER PIVOT OPERATIONS, HIGH SPEED TRAFFIC, SAND BURS, PUNCTURE VINES, TERRITORIAL FARM DOGS AND LIVESTOCK AND OPEN BURNING PRESENT REAL THREATS. CONTROLLING CHILDREN'S ACTIVITIES IS IMPORTANT, NOT ONLY FOR THEIR SAFETY, BUT ALSO FOR THE PROTECTION OF THE FARMER'S LIVELIHOOD. PARENTS ARE RESPONSIBLE FOR THEIR CHILDREN. (WELD COUNTY CODE ORDINANCE 2006-2)

### LEGEND

- RECOVERED P.L.S.S. CORNER STAMPED AS NOTED
- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38158"
- BLOCK NUMBER
- U.E. = UTILITY EASEMENT
- = FLOOD PLAIN

FOR REVIEW

FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC



SE 1/4 SEC. 8,  
T.4N., R.67W.,  
6TH P.M.

SE 1/4 SEC. 9,  
T.4N., R.67W.,  
6TH P.M.

NW 1/4 SEC. 16,  
T.4N., R.67W.,  
6TH P.M.

SEE SHEET  
6 FOR LINE  
AND CURVE  
TABLES

POINT OF COMMENCEMENT  
SOUTHWEST CORNER SECTION 9 RECOVERED NO. 6  
REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "14N  
R67W 89 1716 2001 P.L.S. 23513"  
IN A MONUMENT BOX 0.4" DOWN

SOUTH QUARTER CORNER SECTION 9 RECOVERED  
NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP  
STAMPED "M-PAE & SHORT INC. TAN R67W 1/4  
S8716 1994 P.L.S. 7242 0.75" DOWN

300 East Mineral Ave., Suite 1  
Littleton, Colorado 80122  
Phone: (303) 713-1898  
Fax: (303) 713-1897  
www.aztecconsultants.com

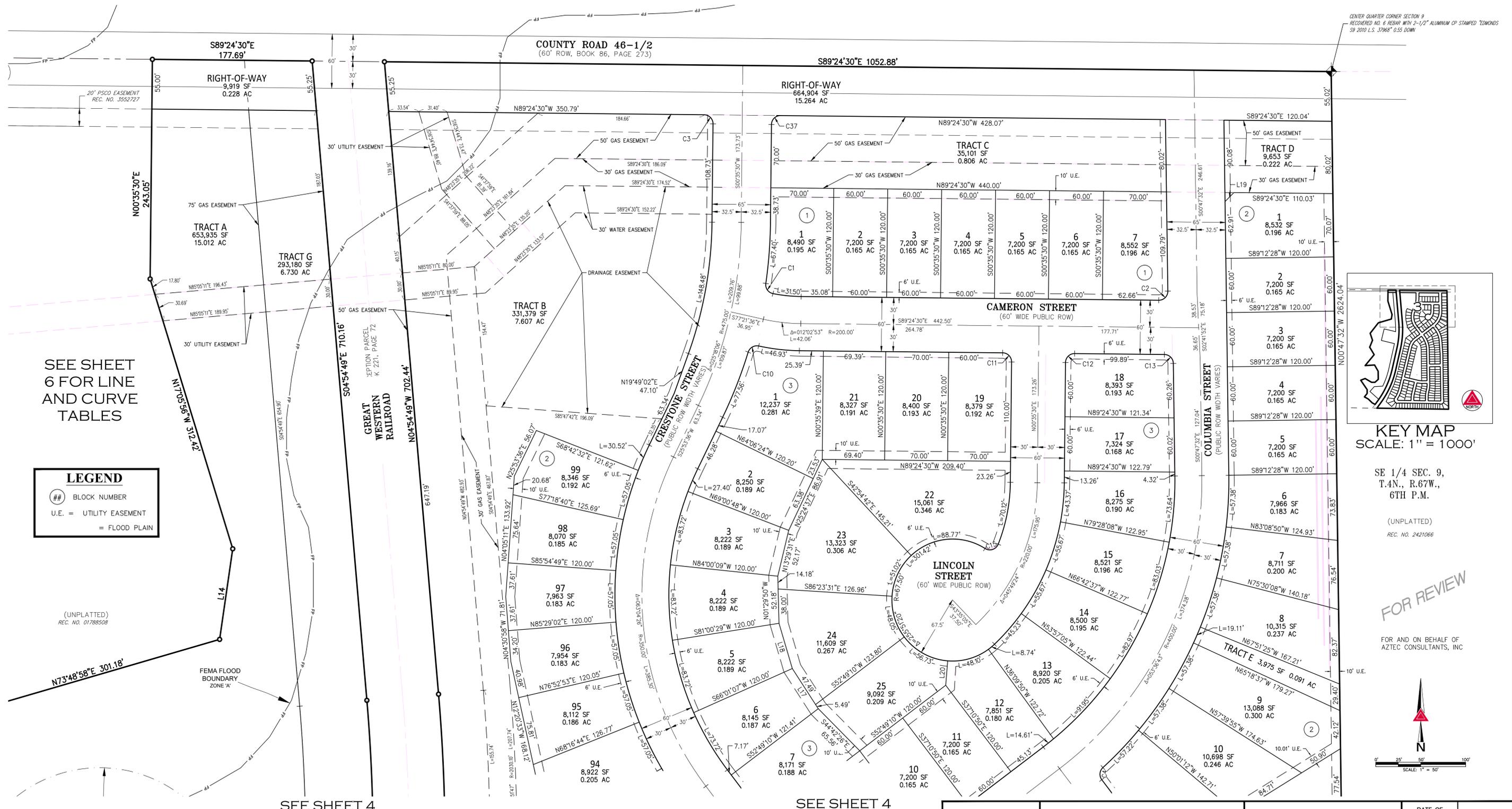
CLIENT  
**REDLAND**

1500 WEST CANAL COURT  
LITTLETON, COLORADO 80120

DATE OF PREPARATION:	09-12-2018
SCALE:	1" = 150'
SHEET 2 OF 6	

# JOHNSTOWN FARMS FILING NO. 3

A PORTION THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.  
90.563 ACRES - 249 LOTS - 7 TRACTS

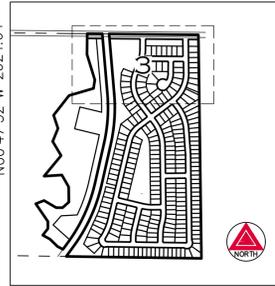


SEE SHEET  
6 FOR LINE  
AND CURVE  
TABLES

**LEGEND**

- ## BLOCK NUMBER
- U.E. = UTILITY EASEMENT
- FLOOD PLAIN

CENTER QUARTER CORNER SECTION 9  
RECOVERED NO. 6 REBAR WITH 2-1/2" ALUMINUM CP STAMPED "EDMONDS  
59 2010 L.S. 37988" 0.55 DOWN

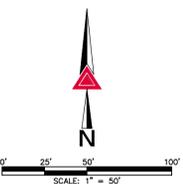


SE 1/4 SEC. 9,  
T.4N., R.67W.,  
6TH P.M.

(UNPLATTED)  
REC. NO. 2421066

FOR REVIEW

FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC.



SEE SHEET 4

SEE SHEET 4

**AZTEC**  
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1  
Littleton, Colorado 80122  
Phone: (303) 713-1899  
Fax: (303) 713-1897  
www.aztecconsultants.com

CLIENT  
**REDLAND**

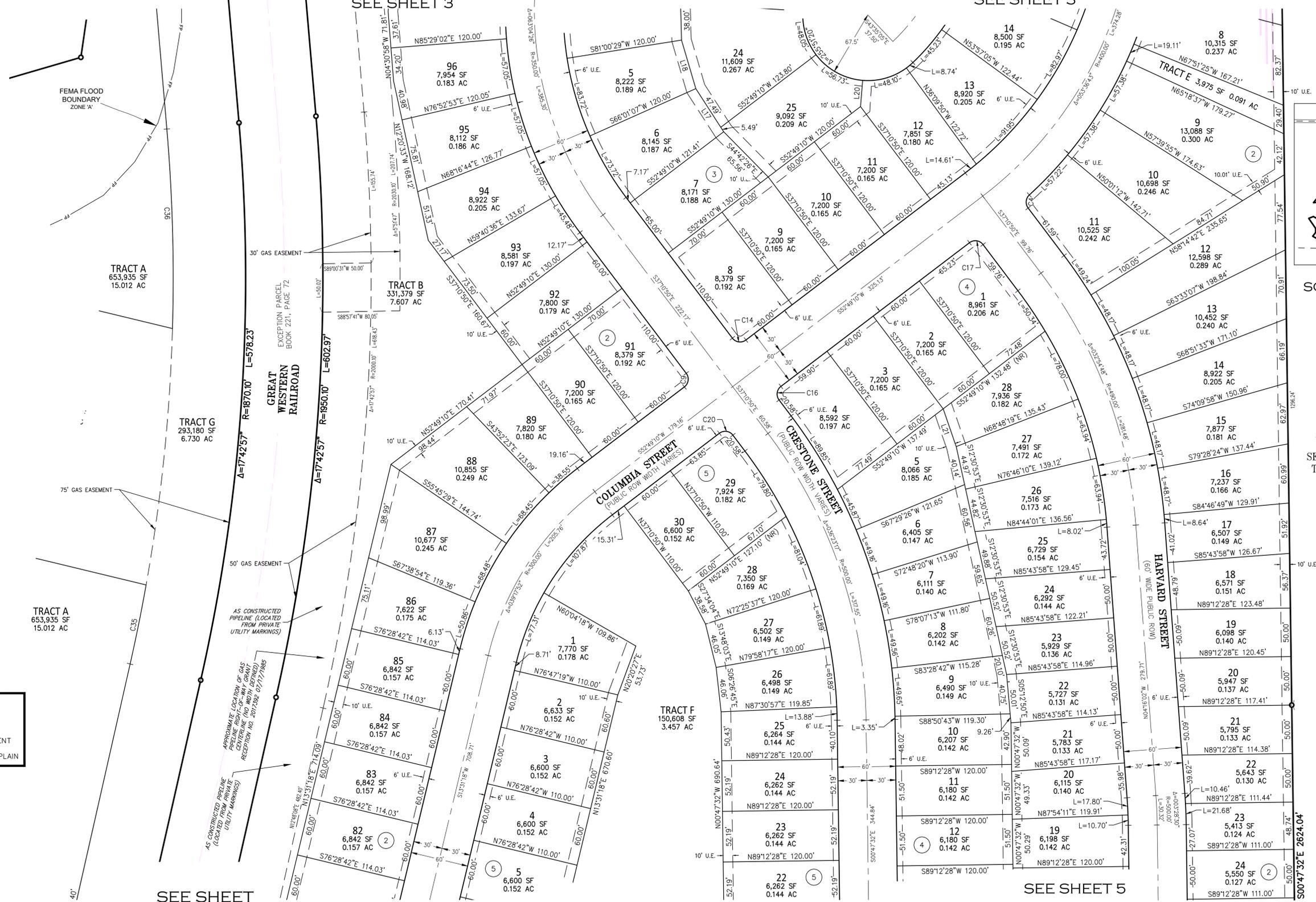
1500 WEST CANAL COURT  
LITTLETON, COLORADO 80120

DATE OF PREPARATION:	09-12-2018
SCALE:	1" = 50'
SHEET 3 OF 6	

AzTec Proj. No.: 54818-37 Drawn By: R.B.A.

# JOHNSTOWN FARMS FILING NO. 3

A PORTION THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.  
90.563 ACRES - 249 LOTS - 7 TRACTS



FEMA FLOOD  
BOUNDARY  
ZONE 'A'

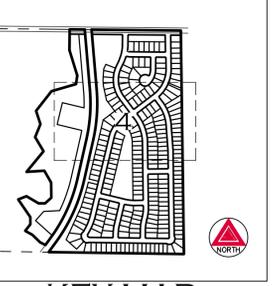
TRACT A  
653,935 SF  
15.012 AC

TRACT G  
293,180 SF  
6.730 AC

TRACT A  
653,935 SF  
15.012 AC

TRACT B  
331,379 SF  
7.607 AC

TRACT F  
150,608 SF  
3.457 AC



KEY MAP  
SCALE: 1" = 1000'

(UNPLATTED)  
REC. NO. 2421066

SE 1/4 SEC. 9,  
T.4N., R.67W.,  
6TH P.M.

**LEGEND**

- ## BLOCK NUMBER
- U.E. = UTILITY EASEMENT
- [Symbol] FLOOD PLAIN

SEE SHEET  
6 FOR LINE  
AND CURVE  
TABLES

SEE SHEET 5

FOR REVIEW

FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC.

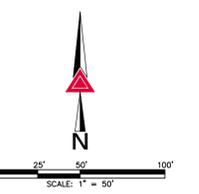
**AZTEC**  
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1  
Littleton, Colorado 80122  
Phone: (303) 713-1899  
Fax: (303) 713-1897  
www.aztecconsultants.com

**CLIENT  
REDLAND**

1500 WEST CANAL COURT  
LITTLETON, COLORADO 80120

DATE OF PREPARATION:	09-12-2018
SCALE:	1" = 50'
SHEET 4 OF 6	



# JOHNSTOWN FARMS FILING NO. 3

A PORTION THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.  
SEE SHEET 4 90.563 ACRES - 249 LOTS - 7 TRACTS



KEY MAP  
SCALE: 1" = 1000'

TRACT A  
653,935 SF  
15.012 AC

SW 1/4 SEC. 9,  
T.4N., R.67W.,  
6TH P.M.

TRACT A  
653,935 SF  
15.012 AC

FOR REVIEW

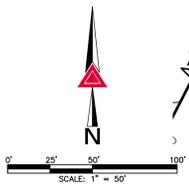
FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC.  
75' GAS EASEMENT

### LEGEND

- ## BLOCK NUMBER
- U.E. = UTILITY EASEMENT
- = FLOOD PLAIN

SEE SHEET 6 FOR LINE AND CURVE TABLES

TRACT A  
653,935 SF  
15.012 AC



SEE SHEET 6

SEE SHEET 6

SEE SHEET 4

TRACT F  
150,608 SF  
3.457 AC

TRACT F  
150,608 SF  
3.457 AC

SHERMAN STREET  
(60' WIDE PUBLIC ROW)

CRESTSTONE STREET  
(PUBLIC ROW WIDTH VARIES)

WILSON STREET  
(60' WIDE PUBLIC ROW)

HURON STREET  
(60' WIDE PUBLIC ROW)

HARVARD STREET  
(60' WIDE PUBLIC ROW)

SE 1/4 SEC. 9,  
T.4N., R.67W.,  
6TH P.M.

(UNPLATTED)  
REC. NO. 2421066



AzTec Proj. No: 54818-37

Drawn By: R.B.A.

CLIENT  
REDLAND

1500 WEST CANAL COURT  
LITTLETON, COLORADO 80120

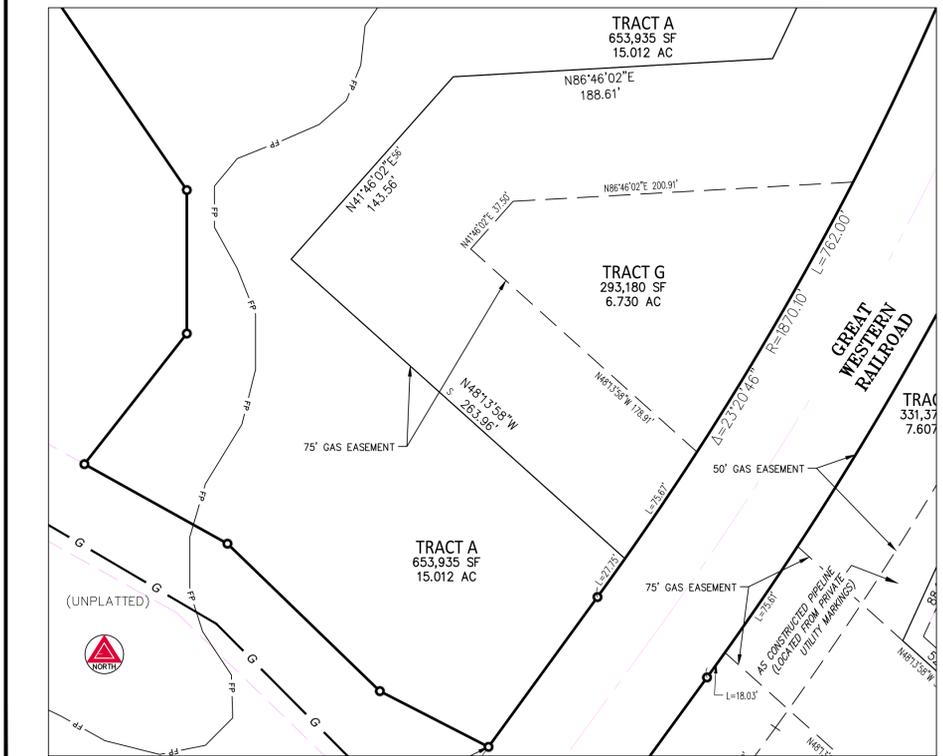
DATE OF PREPARATION: 09-12-2018

SCALE: 1" = 50'

SHEET 5 OF 6

# JOHNSTOWN FARMS FILING NO. 3

A PORTION THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.  
90.563 ACRES - 249 LOTS - 7 TRACTS



LINE TABLE			LINE TABLE			CURVE TABLE			CURVE TABLE			CURVE TABLE			CURVE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	CURVE	DELTA	RADIUS	LENGTH	CURVE	DELTA	RADIUS	LENGTH	CURVE	DELTA	RADIUS	LENGTH
L1	N62°56'25"W	71.96'	L12	N22°16'35"E	164.82'	C1	86°59'32"	10.00'	15.18'	C11	90°00'00"	10.00'	15.71'	C21	90°00'00"	10.00'	15.71'
L2	N46°04'50"W	124.78'	L13	N18°23'04"W	163.95'	C2	91°23'03"	10.00'	15.95'	C12	90°00'00"	10.00'	15.71'	C22	90°00'00"	10.00'	15.71'
L3	N61°02'08"W	96.44'	L14	N08°16'54"E	101.30'	C3	89°59'57"	10.00'	15.71'	C13	88°36'57"	10.00'	15.47'	C23	90°00'00"	10.00'	15.71'
L4	N38°13'50"E	97.60'	L15	S36°08'54"W	108.94'	C4	84°47'03"	10.00'	14.80'	C14	90°00'00"	10.00'	15.71'	C24	90°00'00"	10.00'	15.71'
L5	N00°00'00"E	84.23'	L16	N36°08'54"E	153.97'	C5	22°03'33"	50.00'	19.25'	C15	100°31'58"	10.00'	17.55'	C25	91°36'30"	10.00'	15.99'
L6	N68°44'13"E	104.57'	L17	N32°59'24"W	47.49'	C6	22°38'13"	50.00'	19.75'	C16	90°00'00"	10.00'	15.71'	C26	90°00'00"	10.00'	15.71'
L7	S59°40'57"E	166.01'	L18	N16°29'12"W	52.17'	C7	17°40'41"	50.00'	15.43'	C17	90°00'02"	10.00'	15.71'	C27	88°26'21"	10.00'	15.44'
L8	N90°00'00"E	75.86'	L19	N44°44'02"E	14.01'	C8	17°40'41"	50.00'	15.43'	C18	90°00'00"	10.00'	15.71'	C28	90°00'00"	10.00'	15.71'
L9	N48°25'30"E	98.93'	L20	N04°39'56"E	27.11'	C9	90°00'00"	10.00'	15.71'	C19	90°00'00"	10.00'	15.71'	C29	90°00'00"	10.00'	15.71'
L10	N00°51'35"W	178.22'	L21	N19°08'53"W	41.17'	C10	83°14'37"	10.19'	14.80'	C20	90°00'00"	10.00'	15.71'	C30	90°00'00"	10.00'	15.71'
L11	N29°49'13"W	160.73'															

**LEGEND**

## BLOCK NUMBER

U.E. = UTILITY EASEMENT

- FLOOD PLAIN

FOR REVIEW

SCALE: 1" = 50'

<p>300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1899 Fax: (303) 713-1897 www.aztecconsultants.com</p>	<p>CLIENT <b>REDLAND</b></p> <p>1500 WEST CANAL COURT LITTLETON, COLORADO 80120</p>	<p>DATE OF PREPARATION: 09-12-2018</p> <p>SCALE: 1" = 50'</p> <p>SHEET 6 OF 6</p>
	<p>AzTec Proj. No: 54818-37</p> <p>Drawn By: R.B.A.</p>	

# JOHNSTOWN FARMS FILING NO. 3

## FINAL DEVELOPMENT PLAN

PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

**STATEMENT OF INTENT**

THIS FINAL DEVELOPMENT PLAN (FDP) IS INTENDED TO SERVE AS A FINAL DEVELOPMENT STANDARD FOR THE P.U.D. ZONING OF THE PROPERTY CONSISTING OF APPROXIMATELY 91 ACRES AT THE SOUTHEAST CORNER OF WCR 17 AND WCR 46-1/2 TO THE TOWN OF JOHNSTOWN, COLORADO. THIS FDP IS INTENDED TO CREATE A COMPATIBLE VARIETY OF RESIDENTIAL LAND USES THAT ARE IN KEEPING WITH THE PROPERTY'S UNIQUE PHYSICAL ASPECTS AND IN TUNE WITH THE HIGH QUALITY AND DISTINCTIVE NEIGHBORHOODS DESIRED BY THE TOWN.

**ZONING**

THE ZONING FOR THE PROPERTY IS: PUD-R, PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT.

**LEGAL DESCRIPTION**

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL A:**

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°11'03" EAST A DISTANCE OF 1014.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD AS RECORDED IN BOOK 221, PAGE 72 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID WELD COUNTY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 36°08'54" EAST, A DISTANCE OF 101.74 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 62°56'25" WEST, A DISTANCE OF 71.96 FEET;

THENCE NORTH 46°04'50" WEST, A DISTANCE OF 124.78 FEET;

THENCE NORTH 61°02'09" WEST, A DISTANCE OF 96.44 FEET;

THENCE NORTH 38°13'50" EAST, A DISTANCE OF 97.60 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 84.23 FEET;

THENCE NORTH 34°32'15" WEST, A DISTANCE OF 252.50 FEET;

THENCE NORTH 68°44'13" EAST, A DISTANCE OF 104.57 FEET;

THENCE SOUTH 59°40'57" EAST, A DISTANCE OF 166.01 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 75.86 FEET;

THENCE NORTH 48°25'30" EAST, A DISTANCE OF 98.93 FEET;

THENCE NORTH 00°51'35" WEST, A DISTANCE OF 178.22 FEET;

THENCE NORTH 29°49'13" WEST, A DISTANCE OF 160.73 FEET;

THENCE SOUTH 86°13'22" WEST, A DISTANCE OF 210.38 FEET;

THENCE NORTH 39°39'32" EAST, A DISTANCE OF 314.41 FEET;

THENCE NORTH 30°51'09" WEST, A DISTANCE OF 193.10 FEET;

THENCE NORTH 22°16'35" EAST, A DISTANCE OF 164.82 FEET;

THENCE NORTH 18°23'04" WEST, A DISTANCE OF 163.95 FEET;

THENCE NORTH 38°14'03" EAST, A DISTANCE OF 293.89 FEET;

THENCE NORTH 73°48'58" EAST, A DISTANCE OF 301.18 FEET;

THENCE NORTH 08°18'54" EAST, A DISTANCE OF 101.30 FEET;

THENCE NORTH 17°05'56" WEST, A DISTANCE OF 312.42 FEET;

THENCE NORTH 00°35'30" EAST, A DISTANCE OF 243.05 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 177.69 FEET TO SAID WESTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 04°54'49" EAST, A DISTANCE OF 710.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1870.10 FEET;
2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 578.23 FEET, TO A POINT OF TANGENCY;
3. SOUTH 12°48'08" WEST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1870.10 FEET;
4. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 762.00 FEET, TO A POINT OF TANGENCY;
5. SOUTH 36°08'54" WEST, A DISTANCE OF 108.94 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 21.970 ACRES, (957,034 SQUARE FEET), MORE OR LESS.

**PARCEL B:**

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°11'03" EAST A DISTANCE OF 1113.03 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD AS RECORDED IN SAID BOOK 221, PAGE 72, ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

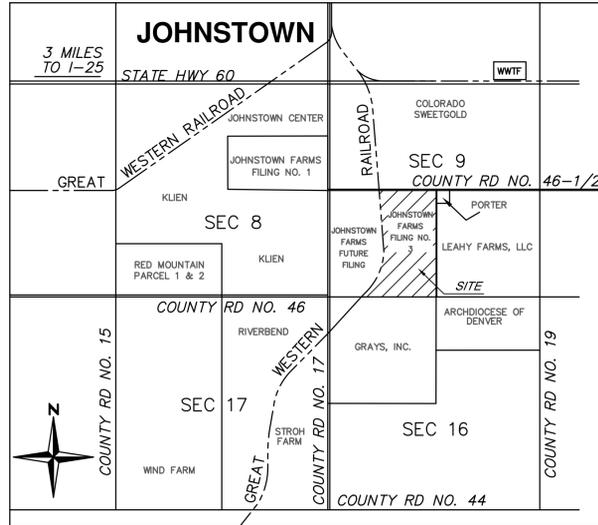
1. NORTH 36°08'54" EAST, A DISTANCE OF 153.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1950.10 FEET;
2. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 794.60 FEET, TO A POINT OF TANGENCY;
3. NORTH 12°48'08" EAST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1950.10 FEET;
4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 602.97 FEET, TO A POINT OF TANGENCY;
5. NORTH 04°54'49" WEST, A DISTANCE OF 702.44 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 1052.88 FEET TO THE CENTER CORNER OF SECTION 9 AND THE EAST LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID EAST LINE, SOUTH 00°47'32" EAST, A DISTANCE OF 2624.04 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID SOUTH LINE, NORTH 89°11'03" WEST, A DISTANCE OF 1595.06 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 68.593 ACRES, (2,987,927 SQUARE FEET), MORE OR LESS.



VICINITY MAP  
SCALE: 1" = 2000'

SHEET INDEX	
SHEET NO.	DESCRIPTION
1 OF 10	COVER SHEET
2 OF 10	NOTES & TYPICAL SECTIONS
3 OF 10	LAND USE STANDARDS
4 OF 10	OVERALL SITE PLAN
5 OF 10	FINAL SITE PLAN
6 OF 10	FINAL SITE PLAN
7 OF 10	UTILITY PLAN
8 OF 10	UTILITY PLAN
9 OF 10	GRADING PLAN
10 OF 10	GRADING PLAN

### PROJECT TEAM

**APPLICANT / DEVELOPER**

TF JOHNSTOWN FARMS, LP  
385 INVERNESS PKWY., SUITE 310  
ENGLEWOOD, COLORADO 80112  
720.346.2800 voice  
CONTACT: KURT JONES

**OWNER**

STARWOOD LAND ADVISORS, LLC  
385 INVERNESS PKWY., SUITE 310  
ENGLEWOOD, COLORADO 80112  
720.346.2800 voice  
CONTACT: KURT JONES

**PLANNING/CIVIL ENGINEERING**

REDLAND  
1500 W. CANAL CT.  
LITTLETON, CO 80120  
720.283.6783 voice  
CONTACT: MICHAEL PIETSCHMANN, P.E.

**LANDSCAPE ARCHITECT**

EM DUB DESIGN, LLC.  
2100 WEST LITTLETON BLVD., SUITE 100  
LITTLETON, CO 80120  
303.882.1237 voice  
CONTACT: MATT WILGENBUSH

**SURVEYOR**

AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1  
LITTLETON, CO 80122  
303.713.1898 voice  
CONTACT: TONY PEAL

**FIRE DISTRICT**

FRONT RANGE FIRE RESCUE  
P.O. BOX 130  
MILLIKEN, COLORADO 80543  
970.587.4464 voice  
CONTACT: TY DRAGE

**ELECTRIC**

XCEL ENERGY  
5300 COLORADO BLVD.  
COMMERCE CITY, COLORADO 80022  
720.240.5208 voice  
CONTACT:

**NATURAL GAS**

XCEL ENERGY  
5300 COLORADO BLVD.  
COMMERCE CITY, COLORADO 80022  
720.240.5208 voice  
CONTACT:

**CABLE**

CENTURY LINK  
1612 N COLLEGE AVE  
FORT COLLINS, CO 80524  
970.490.7503 voice  
CONTACT: ROBERT RULLI

**TELEPHONE**

CENTURY LINK  
1612 N COLLEGE AVE  
FORT COLLINS, CO 80524  
970.490.7503 voice  
CONTACT: ROBERT RULLI

LAND USE TABLE						
FILING 3 SINGLE FAMILY MEDIUM DENSITY						
	ACERAGE	UNITS	AVERAGE SIZE	GROSS DENSITY /USE	OWNERSHIP	MAINTENANCE RESPONSIBILITY
RESIDENTIAL	41.39	243	6000	3.44	DEVELOPER	
RIGHT OF WAY	15.50				TOWN	TOWN
TRACT A	15.01			PUBLIC OPEN SPACE	TOWN	TOWN
TRACT B	7.61			PRIVATE OPEN SPACE	ASSOCIATION	ASSOCIATION
TRACT C	0.81			PRIVATE OPEN SPACE	ASSOCIATION	ASSOCIATION
TRACT D	0.22			PRIVATE OPEN SPACE	ASSOCIATION	ASSOCIATION
TRACT E	0.09			PRIVATE OPEN SPACE	ASSOCIATION	ASSOCIATION
TRACT F	3.46			PRIVATE OPEN SPACE	ASSOCIATION	ASSOCIATION
TRACT G	6.73			PRIVATE OPEN SPACE	ASSOCIATION	ASSOCIATION
TOTAL FILING 3	90.82					

DEVELOPER IS "TF JOHNSTOWN FARMS, LP."  
TOWN IS "TOWN OF JOHNSTOWN"  
ASSOCIATION IS "THE OVERLOOK AT JOHNSTOWN FARMS HOMEOWNERS' ASSOCIATION"



**NOT FOR CONSTRUCTION**

DRAWN	JMC
CHECKED	RAE
APPROVED	MTF
PROJECT NO.	18012.02
HORIZ. SCALE	
VERT. SCALE	

DATE	NO.	NOTES
08/27/18	1	1st SUBMITTAL
12/10/18	2	2nd SUBMITTAL

**JOHNSTOWN FARMS FILING NO. 3**

**COVER SHEET**

SHEET

# JOHNSTOWN FARMS FILING NO. 3

## FINAL DEVELOPMENT PLAN

PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.



**NOT FOR CONSTRUCTION**

DRAWN	JMG
CHECKED	BAR
APPROVED	MTP
PROJECT NO.	18012.02
HORIZ. SCALE	
VERT. SCALE	

DATE	NO.	DESCRIPTION	NOTES
08/27/18	1	1ST SUBMITTAL	
12/10/18	2	2ND SUBMITTAL	

**JOHNSTOWN FARMS FILING NO. 3**  
**NOTES & TYPICAL SECTIONS**

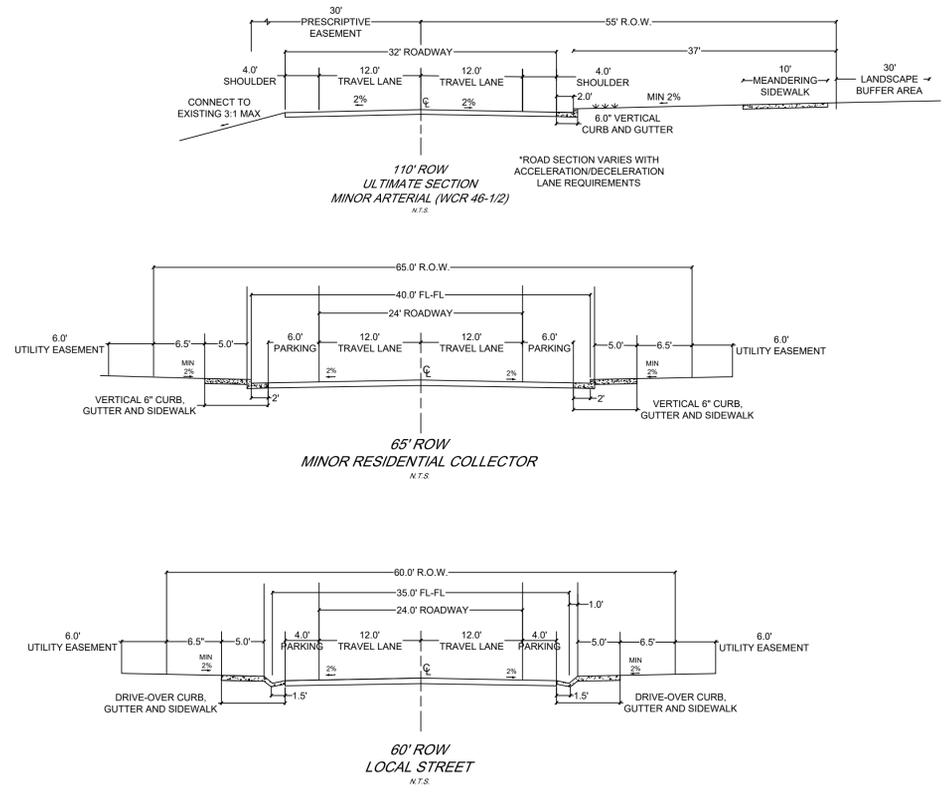
SHEET

### PROPOSED LEGEND

- PROPERTY LINE
- R.O.W.
- LOT LINE
- SETBACK
- EASEMENT
- ROAD CENTERLINE
- CURB AND GUTTER (CATCH)
- CURB AND GUTTER (SPILL)
- SIDEWALK
- STORM SEWER
- SANITARY SEWER
- WATER LINE
- MANHOLE w/ DIA. (FT.)
- INLET
- FLARED END SECTION
- WATER BEND
- WATER CROSS
- WATER TEE
- WATER REDUCER
- WATER VALVE
- FIRE HYDRANT
- PLUG/CAP
- SANITARY SEWER SERVICE (\* INDICATES NON-TYPICAL LOCATION)
- WATER SERVICE (\* INDICATES NON-TYPICAL LOCATION)
- UTILITY CROSSING
- RETAINING WALL
- CONTOUR MAJOR
- CONTOUR MINOR
- SPOT ELEVATION
- SLOPE ARROW (4:1 MAX UNLESS NOTED OTHERWISE)
- LIMITS OF CONSTRUCTION / SAWCUT
- LOT TYPE
- LINE OF SIGHT
- OVER FLOW ARROW
- BLOCK NUMBER
- GRAVEL ACCESS ROAD
- LITTLE THOMPSON RIVER CHANNEL SECTION
- PIPE ENCASEMENT

### EXISTING LEGEND

- PROPERTY LINE
- R.O.W.
- LOT LINE
- EASEMENT LINE
- SECTION LINE
- ROAD CENTERLINE
- EDGE OF PAVEMENT
- CURB AND GUTTER
- CONCRETE
- FENCE
- RETAINING WALL
- WATER LINE
- SANITARY SEWER
- STORM SEWER
- ELECTRIC LINE
- GAS LINE
- TELEPHONE LINE
- FIBER LINE
- OVERHEAD ELECTRIC LINE
- CABLE TELEVISION
- CONTOUR MAJOR
- CONTOUR MINOR
- 100YR FLOOD PLAIN (CHAMP)
- 100YR FLOOD PLAIN (FEMA)



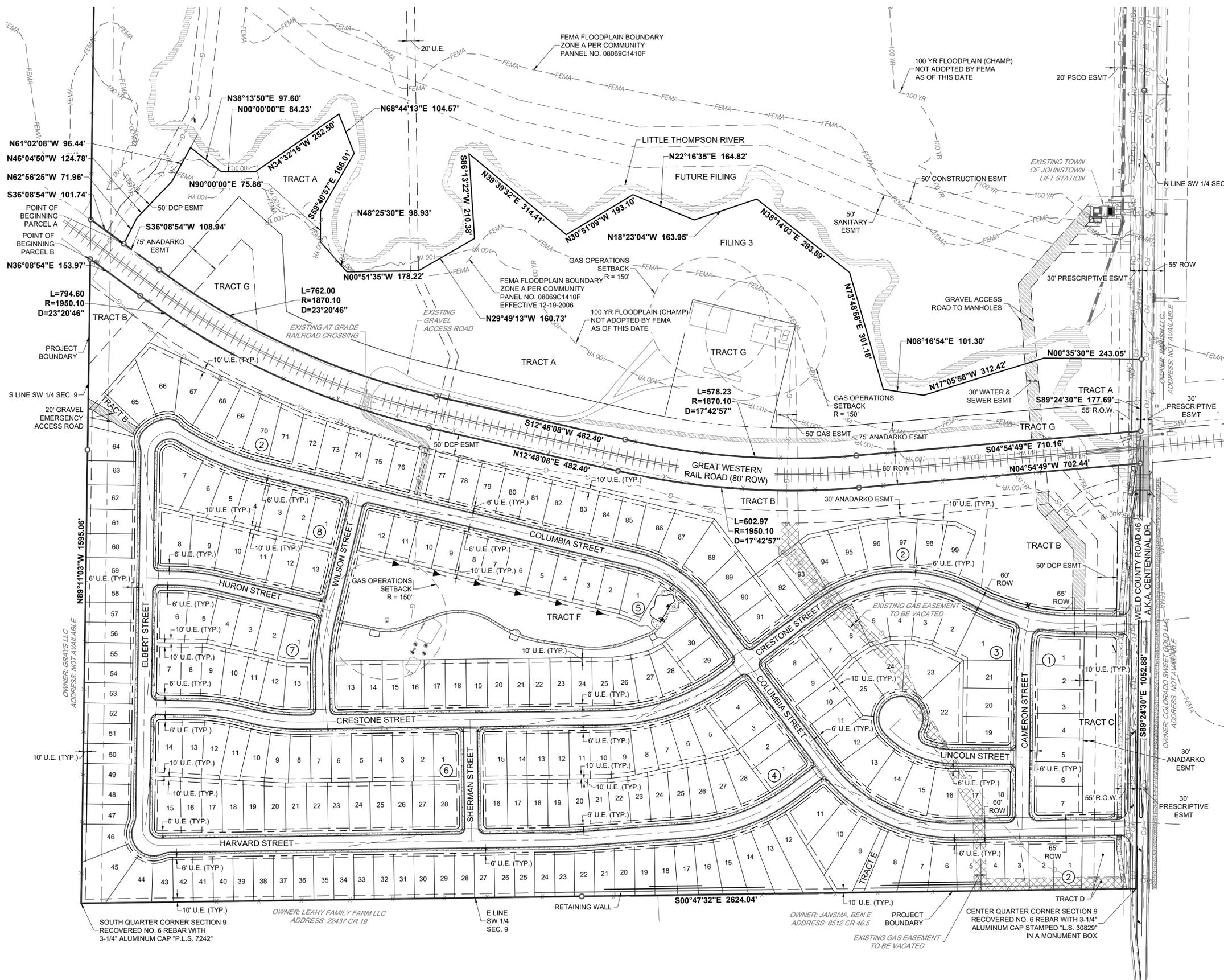
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# JOHNSTOWN FARMS FILING NO. 3

## FINAL DEVELOPMENT PLAN

PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.



### LOT SUMMARY

FILING 3 = 243  
60 FOOT FRONTAGE = 121  
50 FOOT FRONTAGE = 122



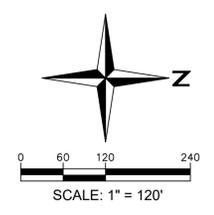
**NOT FOR CONSTRUCTION**

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CHECKED	BAR
APPROVED	MTP
PROJECT NO.	18012.02
HORIZ. SCALE	1" = 120'
VERT. SCALE	

DATE	NO.	DESCRIPTION
08/27/18	1	1ST SUBMITTAL
12/10/18	2	2ND SUBMITTAL

**JOHNSTOWN FARMS FILING NO. 3**  
**OVERALL SITE PLAN**

SHEET



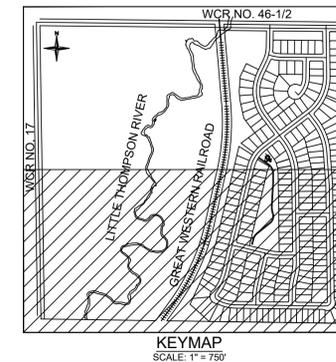
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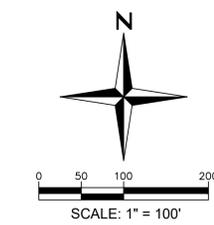
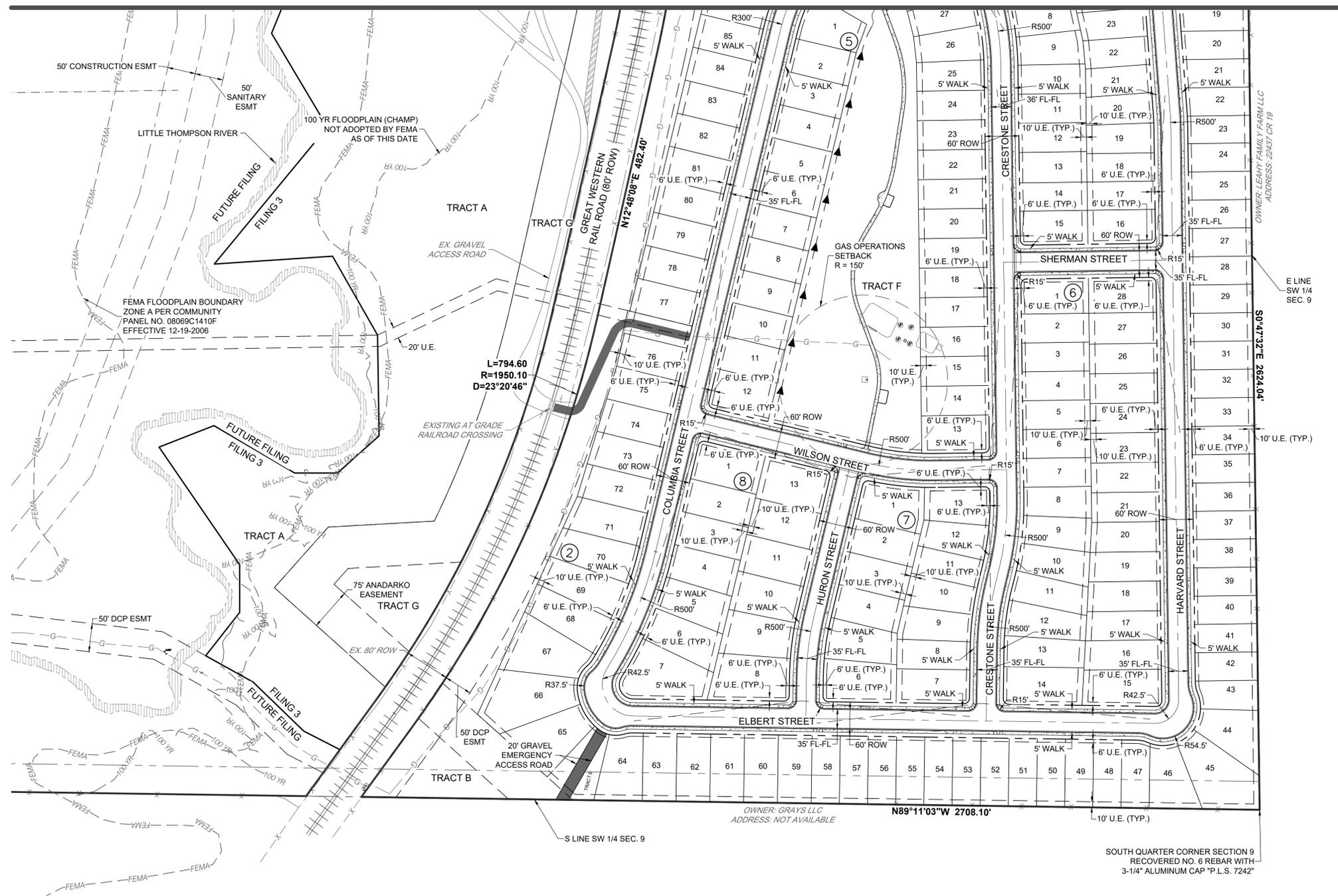
# JOHNSTOWN FARMS FILING NO. 3

## FINAL DEVELOPMENT PLAN

PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.



MATCHLINE - SEE SHEET 5 OF 10



**NOT FOR CONSTRUCTION**

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APPROVED	MTF	PROJECT NO.	18012.02
HORIZ. SCALE	1" = 100'	VERT. SCALE	

DATE	NO.	NOTES
08/27/18	1	1ST SUBMITTAL
12/10/18	2	2ND SUBMITTAL

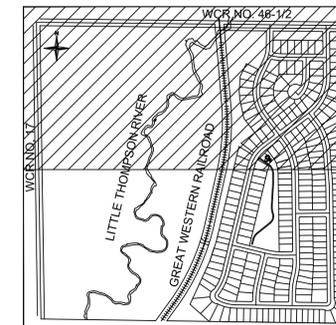
**JOHNSTOWN FARMS FILING NO. 3**  
**FINAL SITE PLAN**

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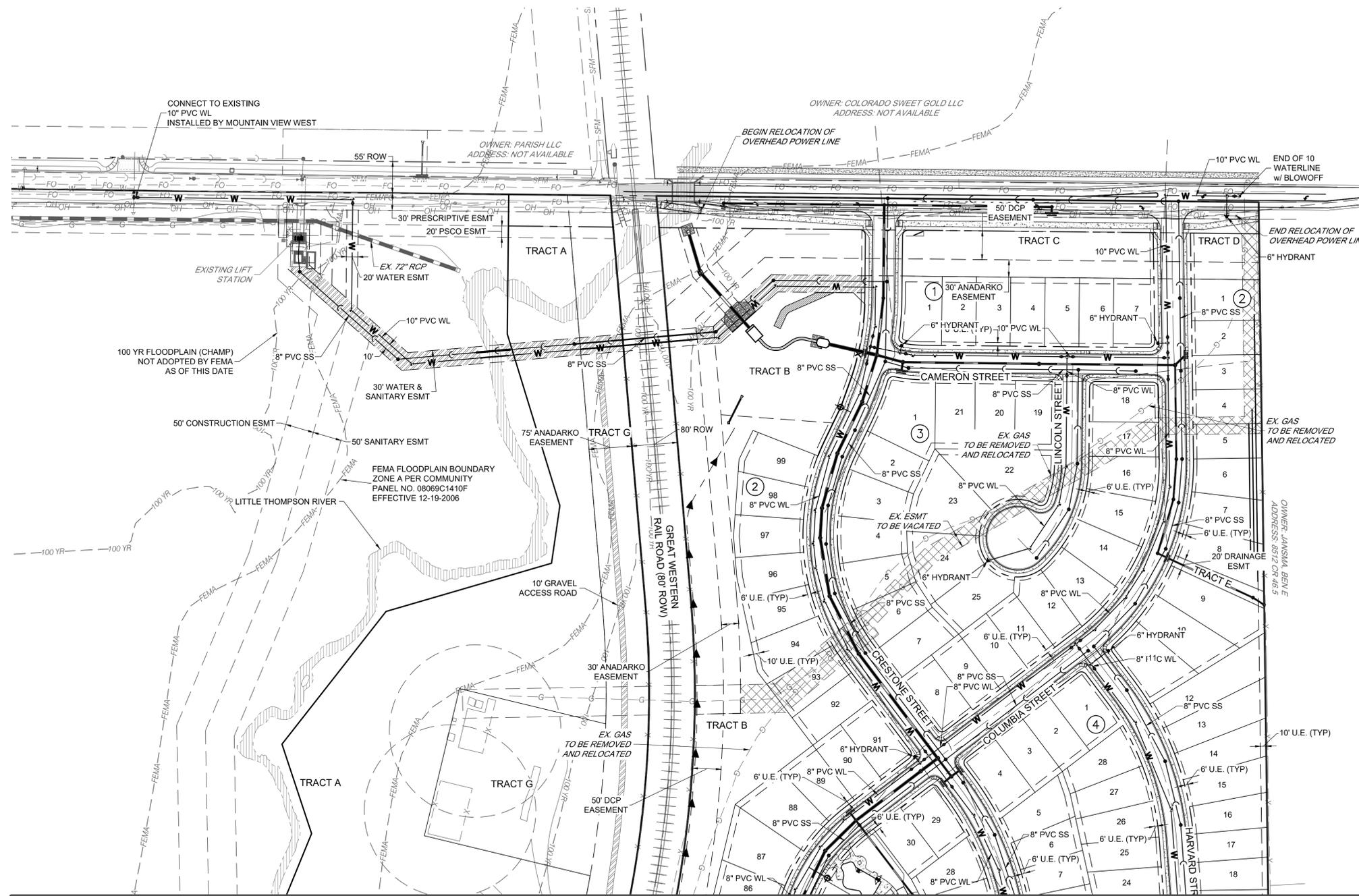
# JOHNSTOWN FARMS FILING NO. 3

## FINAL DEVELOPMENT PLAN

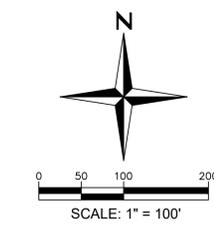
PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.



KEYMAP  
SCALE: 1" = 750'



MATCHLINE - SEE SHEET 8 OF 10



**NOT FOR CONSTRUCTION**

DRAWN	JMG	CHECKED	BAR
APPROVED	MTP	PROJECT NO.	18012.02
HORIZ. SCALE	1" = 100'	VERT. SCALE	

DATE	NO.	NOTES
08/27/18	1	1ST SUBMITTAL
12/10/18	2	2ND SUBMITTAL

**JOHNSTOWN FARMS FILING NO. 3**  
**UTILITY PLAN**

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# JOHNSTOWN FARMS FILING NO. 3

## FINAL DEVELOPMENT PLAN

PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.



**STARWOOD**  
LAND ADVISORS, LLC

**Redland**  
WHERE GREAT PLACES BEGIN

720.283.6783 Office  
1500 West Canal Court, Littleton, Colorado 80120  
REDLAND.COM

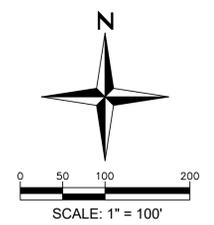
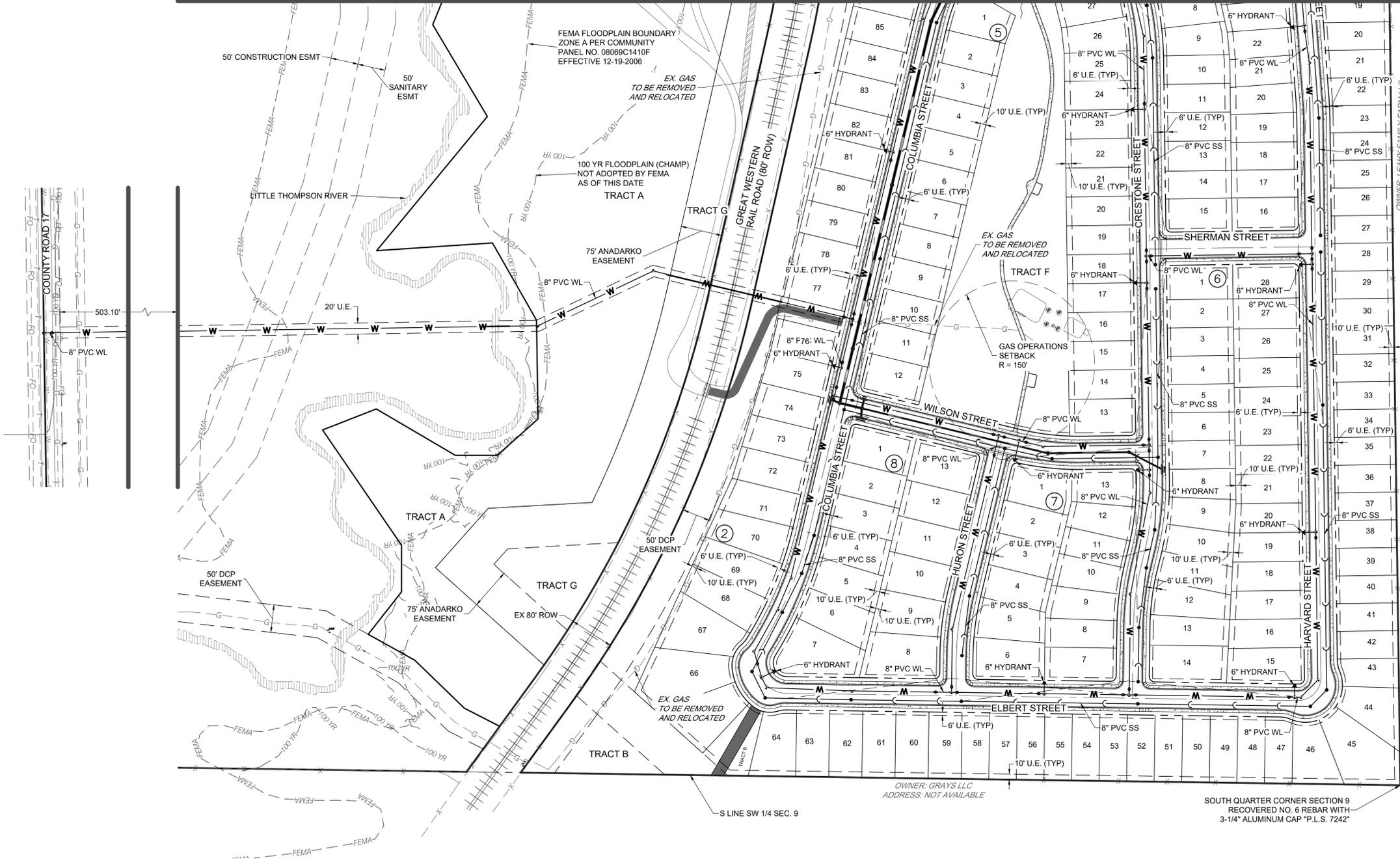
**NOT FOR CONSTRUCTION**

DATE	NO.	DESCRIPTION	NOTES
08/27/18	1	1ST SUBMITTAL	
12/10/18	2	2ND SUBMITTAL	

**JOHNSTOWN FARMS FILING NO. 3**

**UTILITY PLAN**

MATCHLINE - SEE SHEET 7 OF 10

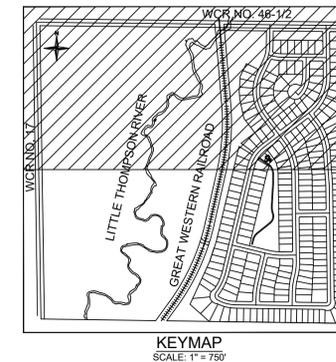


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# JOHNSTOWN FARMS FILING NO. 3

## FINAL DEVELOPMENT PLAN

PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.



**GENERAL OVERLOT DRAINAGE NOTE:** "LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH THE APPROVED GRADING AND 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 IN ACCORDANCE WITH TOWN CRITERIA. 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 OPERATION AND/OR MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER."

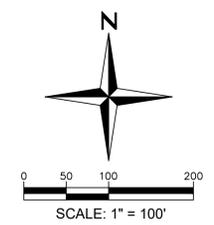
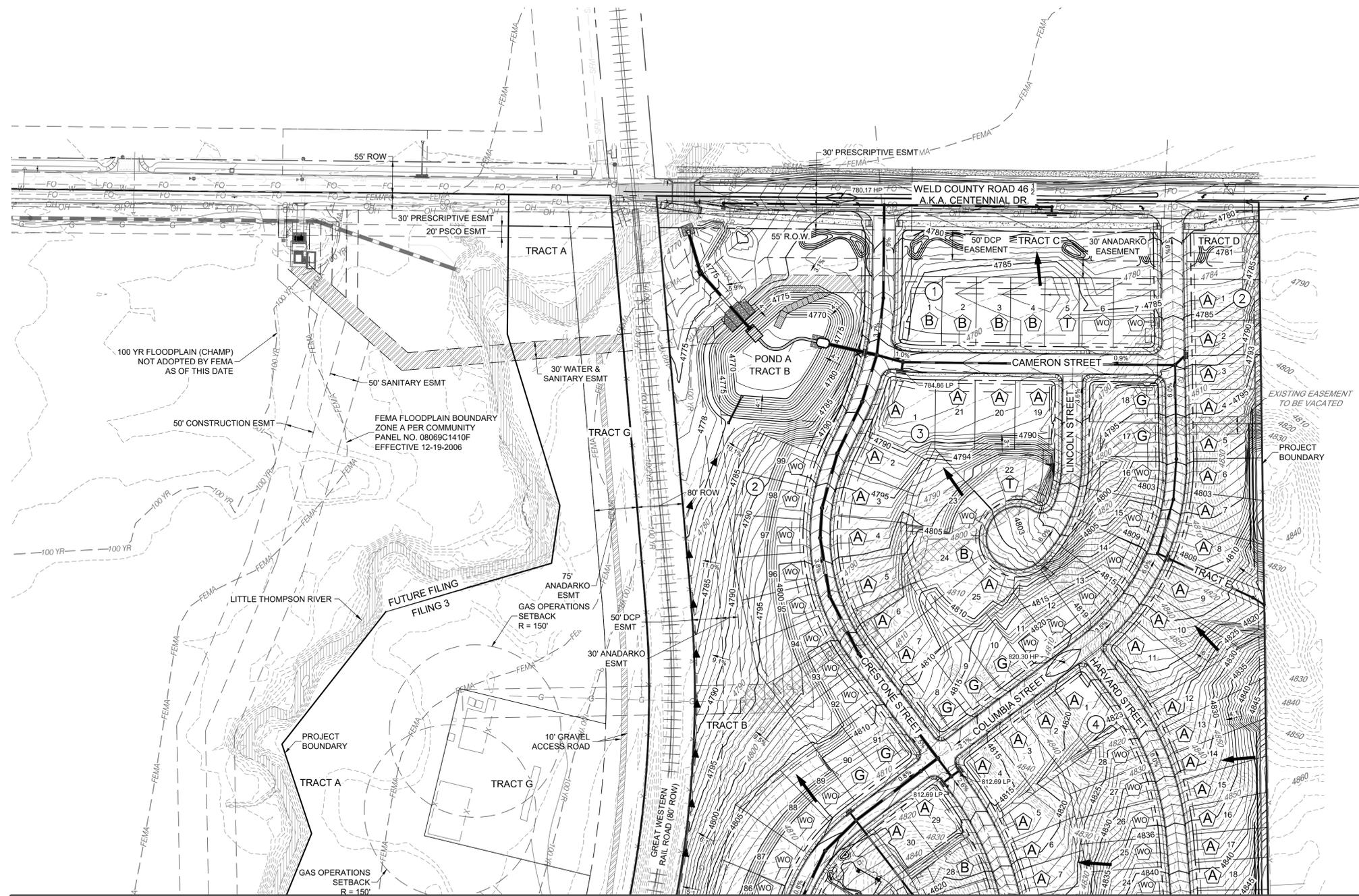
**NOT FOR CONSTRUCTION**

DATE	NO.	DESCRIPTION
08/27/18	1	1st SUBMITTAL
12/10/18	2	2nd SUBMITTAL

DRAWN	JMG	CHECKED	BAR	APPROVED	MTP	PROJECT NO.	18012.02	HORIZ. SCALE	1" = 100'	VERT. SCALE	
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**JOHNSTOWN FARMS FILING NO. 3**

**GRADING PLAN**



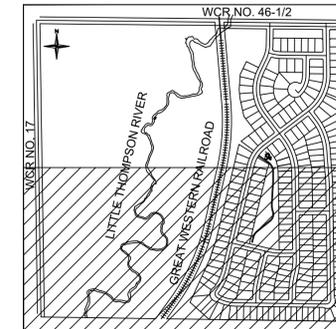
MATCHLINE - SEE SHEET 10 OF 10

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# JOHNSTOWN FARMS FILING NO. 3

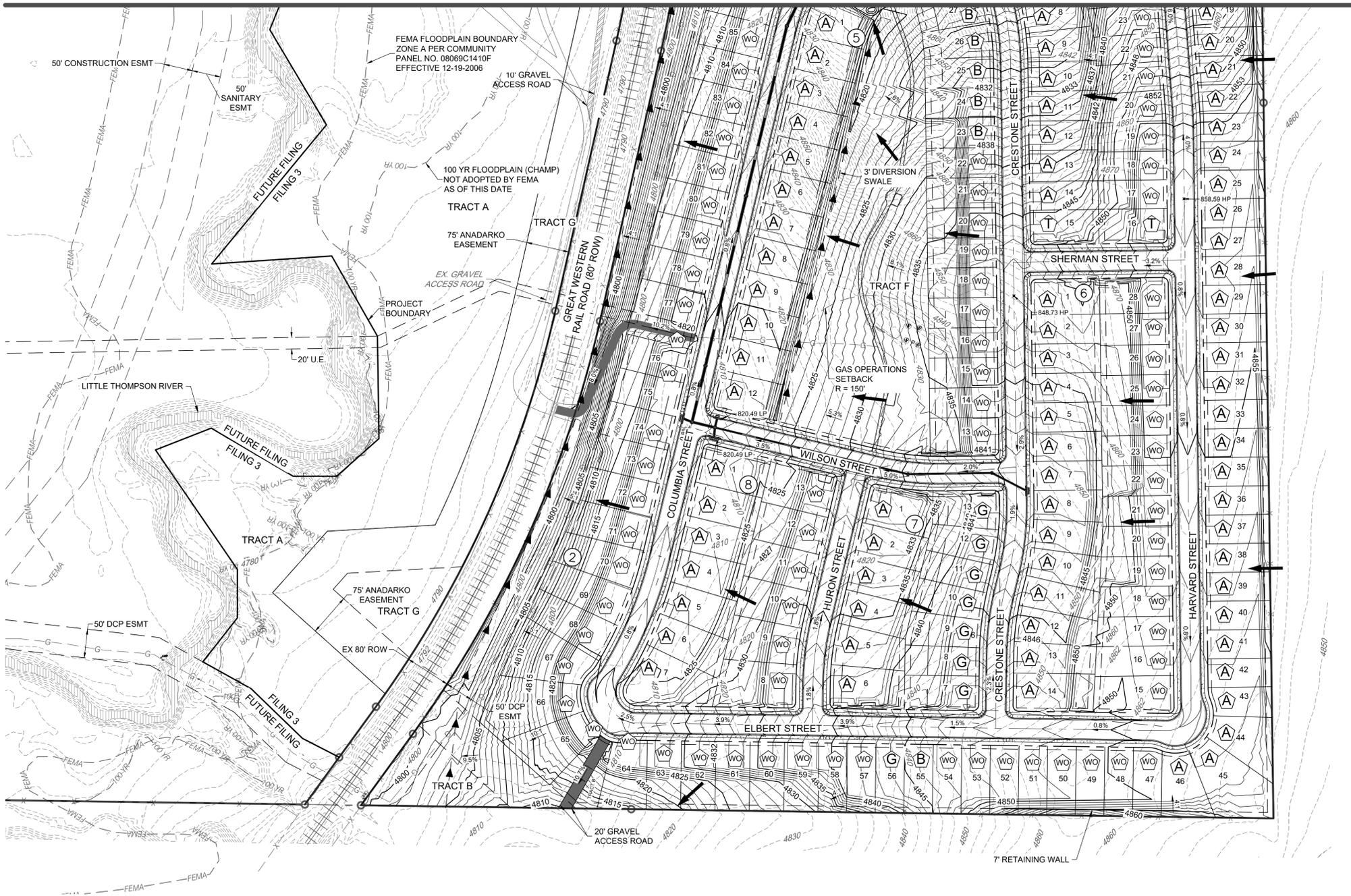
## FINAL DEVELOPMENT PLAN

PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

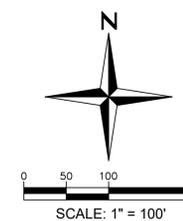


KEYMAP  
SCALE: 1" = 750'

MATCHLINE - SEE SHEET 9 OF 10



**GENERAL OVERLOT DRAINAGE NOTE:** "LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH THE APPROVED GRADING AND 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 IN ACCORDANCE WITH TOWN CRITERIA. 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 OPERATION AND/OR MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER."



**NOT FOR CONSTRUCTION**

DRAWN	JMG	CHECKED	BAR	APPROVED	MTP	PROJECT NO.	18012.02	HORIZ. SCALE	1" = 100'	VERT. SCALE	
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DATE	NO.	NOTES
08/27/18	1	1 <sup>ST</sup> SUBMITTAL
12/10/18	2	2 <sup>ND</sup> SUBMITTAL

**JOHNSTOWN FARMS FILING NO. 3**  
**GRADING PLAN**

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## MEMORANDUM

**TO:** John Franklin

**FROM:** Charles M. Buck, P.E., PTOE

**DATE:** September 28, 2018

**SUBJECT:** Traffic and Transportation Review  
Johnstown Farms Filing No. 3 – Final Plat and Site Development Plan  
FHU Reference No. 199201-01

I have reviewed the submittal materials provided for Johnstown Farms Filing No. 3. We previously provided traffic engineering comments on this development (see my referral responses dated September 22, 2015 and September 20, 2018). These previous comments still apply.

The current submittal is for the eastern portion of the site, which includes about 220 single family homes. Access would be via two connections to WCR 46½. Of the materials submitted, the Final Development Plan (Redland, 09/21/2018), the Traffic Impact Study (Fox Tuttle Hernandez Transportation Group, 09/11/2018, Final Plat (Aztec, 09/12/2018) and Narrative (Redland, 09/21/2018) are of particular interest. I have reviewed these materials from the perspective of traffic and transportation engineering but not general civil or utility engineering. I have the following comments:

### Traffic Impact Study

- In general, I concur with the, assumptions, analyses, and findings of this report.
- The report is based on 247 single family dwelling units on the Filing No. 3 site. Approximately 2,332 trips per day would be generated by these homes.
- The report uses 2010 Highway Capacity Manual methods; the HCM was updated in 2017. For future submittals, 6<sup>th</sup> Edition HCM methods should be used.
- Generally acceptable LOS is projected through the long-range future.
- The report provides recommendations for auxiliary lanes at the two site accesses. The dimensional requirements for left-turn and right-turn lanes are based on 40 MPH criteria. Given that WCR 46½ currently has no posted speed limit between WCR 17 and WCR 19, the 40 MPH assumption is reasonable. I concur with these recommendations.
- Per the report, WCR 46½ would carry site generated traffic of about 1,865 to 1,980 vehicle trips per day (VPD) to the west of Street B. This would leave about 352 to 467 VPD in site traffic to the east.
- WCR 46½ is currently unpaved. The counts contained in the report appendix indicate existing traffic of about 450 VPD. Typically, paving is considered when volumes approach 500 VPD. Thus, WCR 46½ is inadequate to accommodate the additional site generated trips unless it is paved.
- Based on the peak hour volumes shown in the site generated traffic assignment, I estimate daily volumes of 1,020 to 1,030 VPD on Street A and 1,300 to 1310 VPD on Street B. These volumes exceed the maximum of 1,000 VPD for local streets, per Town standards. Because of this, and to maintain the functional hierarchy of the street system, these two streets should be classified as collectors between WCR 46½ and Street E. I do not object to the two or three residential lots that front onto the collector segment of Street A.

### Final Development Plan

- Sheet C1.1 provides typical cross sections for Minor Arterial and Local Street, per Town standards. A third typical cross section is needed for Streets A and B between WCR 46½ and Street E: Residential Collector with On-Street Parking (65-foot right-of-way).
- Sheets C2.1 and C2.2 show auxiliary lane improvements on WCR 46½ at Streets A and B. The eastbound right-turn lane at Street B measures approximately 200 feet plus a taper of about 112 feet. Per the Traffic Impact Study, this lane should be 226 feet plus 144 feet of taper (to avoid modifications to the rail crossing, any reduction in length should come out of the taper). A westbound left-turn lane is shown at Street B (not required per the Traffic Impact Study, but is acceptable). An eastbound right-turn accel/decel lane is continuous between Streets A and B; this is acceptable. The westbound left-turn lane at Street A measures about 200 feet plus about 144 feet of taper; per the Traffic Impact Study, the lane should be 226 feet.

### Narrative

- The description of the site indicates 220 residential lots, as opposed to 247 lots in the Traffic Impact Study and Final Development Plan. The Final Plat shows 244 lots.
- There are other discrepancies, particularly in the list of submitted items.

The above comments constitute my review. Please call if you have any questions or if you need additional information.



## FRONT RANGE FIRE RESCUE

PO Box 130, Milliken, CO 80543

970-587-4464 / Fax: 970-587-0324

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### PLAN REVIEW COMMENTS

Applicant: TF Johnstown Farms, LP  
Project: Johnstown Farms 3<sup>rd</sup> Filing  
Application Date: 09/25/2018  
Comment Date: 10/01/2018

These comments pertain to a proposal for a residential subdivision of 90.82 acres, located generally at the southeast corner of South Parish Avenue (County Road 17) and Centennial Drive (County Road 46 ½) in Johnstown. The proposed development is within Front Range Fire Rescue (FRFR) jurisdiction. The proposed development includes 244 proposed single-family homes.

The 2006 International Fire Code (IFC) is currently adopted within FRFR's Johnstown jurisdiction; however, the Applicant is hereby informed that a process is currently underway to amend and adopt the 2018 International Fire Code in the near future. It is anticipated that the 2018 IFC could be in place at the time of application for final plat.

**PLANS AS SUBMITTED ARE NOT APPROVED BY FRONT RANGE FIRE RESCUE.**

### **PLAN REVIEW REQUIREMENTS**

FRFR will provide plan reviews of Preliminary Plat and all changes to the proposed development through to Final Plat approval. A single plan review fee for the proposed development, based on a count of proposed fire hydrants, will be charged at the time of Preliminary Plat.

Plans for construction of Multifamily Residential and/or Commercial buildings shall be submitted to FRFR for review and concurrent issuance of building permits. Plan review fees will be charged by FRFR as specified in the adopted Fee Schedule.

### **WATER SUPPLY**

Based on a review of the Town of Johnstown Water Master Plan, it is anticipated that this development will negatively impact available water supply to the County Road 17 corridor, including the Pioneer Ridge neighborhood, Mountain View West development, and Sweet Gold facility. Front Range Fire Rescue requests additional study on this topic prior to Town or Fire District approval of this project, as available water for fire demand is anticipated to be insufficient without additional municipal water infrastructure, as noted in item 1.6 of Johnstown Water Master Plan (page 1-7).

### **FIRE HYDRANT LOCATIONS**

Fire hydrant locations shall comply with Sections 508.5.1 through 508.5.7, and Appendix C, of the 2006 (or 2018) International Fire Code, as amended and adopted by the Town of Johnstown. There shall be a hydrant at the end of each cul-de-sac. All hydrants shall be in place and operational prior to any combustible material being brought on site. Hydrants shall be specified by the Town of



## FRONT RANGE FIRE RESCUE

PO Box 130, Milliken, CO 80543

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Johnstown. Water mains supplying hydrants shall be looped whenever possible and be a minimum 8-inch diameter.

**Page C3.1:** Proposed hydrant locations appear to comply with spacing requirements.

**Page C3.2:** Proposed hydrant locations do not comply with spacing requirements. Southern ends of Street A and Street B do not appear to have any proposed hydrants. Please correct drawings by the addition of hydrant locations.

### **FIRE FLOW CALCULATIONS**

Applicant shall provide a detailed hydraulic study for the development. Calculations shall include Maximum Daily Demand + Fire Flow. Fire Flow calculations have been provided only for FH5, FH6, and FH8. Fire flow calculations needs to be provided for proposed development's entire water utility system. Please provide fire flow calculations for fire flow from each fire hydrant in the proposed subdivision. The minimum fire flow and fire flow duration shall comply with Appendix B of the Fire Code.

### **FINAL DEVELOPMENT PLAN (FDP)**

**\*\*These same comments are also applicable to applicable pages of the submitted Final Plat**

**Page C1.0 – Project Team:** Please correct Fire District information to reflect information at the top of this page.

**Page C2.1:** Proposed arrangement of access to property is insufficient. Appendix D, Section D107 of the 2006 IFC requires that two points of distinctly separate and sustained vehicle access shall be provided to the development, separated by a minimum of one-half of the diagonal distance of the development. If this is not possible, then all homes within the subdivision shall be required to have an approved automatic fire sprinkler system installed, in accordance with Section 903 of the IFC.

**Pages C2.2 and C2.3:** Numerous street corners are indicated as having an inappropriate turning radius. Cul-de-sac at end of Street F is shown as having a 22.5-foot turning radius. Several other intersections indicate a 15-foot turning radius. Turning radius for all streets must meet the B40 template (inside radius 25', outside radius 50'). All cul-de-sacs shall comply with Appendix D of the Fire Code (minimum 96-foot diameter).

### **STREET NAMES**

Street names shall be approved by the Town of Johnstown and FRFR prior to Final Plat. Proposed street names may not conflict with any other current or approved street names.

An approved address shall be visible from the side of the building off of which it is addressed.



## FRONT RANGE FIRE RESCUE

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*Serving Johnstown, Milliken and Weld County for more than 100 years*

### **TRAFFIC IMPACT STUDY**

**Section 2.0 – Project Description:** This document indicates a proposal for 247 single-family homes. Information displayed on the Final Development Plan indicates 244 homes are planned. Please correct this conflict.

**Section 3.1 – County Road 46 ½:** Traffic impact study indicates this a non-paved street. Information within the study is unclear, but it is recommended that Centennial Drive (CR 46 ½) be paved between County Road 17 and County Road 19 to facilitate safe access to and from this development.

November 9, 2018

Starwood land Advisors, LLC  
365 Inverness Parkway, Suite 310  
Englewood, CO 80112  
Attn: Kurt Jones

Re: Johnstown Farms No. 3 – Final Plat and Final Development Plan

Kurt:

The initial technical referral and review has concluded, and comments are as follows:

1. Final Plat:

- a. The Planning and Zoning Commission Approval block should be above the Town Council Block.
- b. Street names should be added. The Town prefers that each development have unique street name themes. A list of street naming rules and acceptable names (Colorado 14-ers) are attached. The plat may not proceed to Town Council without street names.
- c. Remove Tract A 'unplatted' note.

2. Final Development Plan:

The comments below are derived from the Town-wide Design Guidelines and previous Johnstown Farms development plan reviews for this property.

a. General:

- i. The overall street layout is consistent with prior versions and is generally acceptable, given the terrain. However, we have been experiencing a growing trend in neighborhood speeding, especially on longer streets. Speed management elements such as speed tables or curb constrictions are recommended to address this condition.
- ii. The adjoining property to the east in unincorporated Weld County is still used as a motorcycle park. The Town does not want to deal with the complaints of new homeowners regarding noise and dust. The note on the final plat is acceptable notification to all homebuyers.
- iii. Sheet C.1.0: The Parking Table is more applicable to shared parking developments. The plan should note that Town Parking standards are minimum 2 off-street spaces per dwelling unit. A minimum 2-car garage is required.

b. Sheet C1.1- Land use Standards:

- c. Paragraph 1. C.2.: The front setback is 20' minimum to the garage. A 2' minimum stagger is acceptable. Other provisions are acceptable.
  - d. Paragraph 1.C.5. : For a corner lot, the standard side setback is 20' minimum, but 15' is acceptable.
  - e. Paragraph 1.C.6.: Development Standards – The Town-wide Design Guidelines call for a minimum 1400sf home and distribution of homes sizes. Confirm on the plan.
  - f. Paragraph 1. D.: Architectural Standards: Unlike prior applications for this property, architectural quality standards are noticeably absent. The standard development agreement contains architectural provisions, but the homebuilders and Town staff tend to look to the Development Plan. The Town-wide Design Guidelines are the minimum requirements to reference. Also, add a note that all model elevations are subject to final approval by Town staff.
  - g. Auxiliary Use Standards:
    - i. Signs: Add a note that signs are subject to Town Sign Code (with any exceptions noted)
    - ii. Fences: Add a note to refer to the Landscape Plans.
  - h. Miscellaneous Requirements:
    - i. Add a note that all utilities shall be underground.
  - i. Landscape Plans: Landscaping shall conform to the Town Landscape Standards and Specifications, with variances subject to Town approval.
    - i. Landscape Design Review Advisor comments will be provided under separate cover.
    - ii. Add a note and graphics to the Landscape Plan fence detail that the fence along Centennial Drive will have 36" masonry columns at least every 100'.
    - iii. Anadarko wells and production facility: This industrial facility should be screened, to the greatest extent possible, from view of the homes in the development and public roads nearby. We have discussed the use of trees for screening, which trees can be strategically selected and placed east of the railroad right of way for optimum effect.
3. Civil Engineering: Town Engineer comments are provided under separate cover.
  4. Access and Traffic: Traffic Engineer comments are attached. Also refer to Town Engineer Comments, and Fire District comments regarding secondary access. As the vehicle and pedestrian traffic from this development is likely to move west to South Parish Ave. the development is responsible for a proportionate share of the cost of improving the Great Western Railroad crossing on Centennial Drive. The crossing design including sidewalk is subject to Great Western Railway, PUC and Town requirements.
  5. General Comments:
    - a. Development will need to comply with any applicable, provisions of the Annexation Agreement.
    - b. Is the Metropolitan District to be used to construct improvements, or will a private developer construct the improvements and be reimbursed through the District? This relates to the Development Agreement.

After the Planning and Zoning Commission has considered the application and made recommendations, the Town Attorney will prepare a draft development agreement, which will ultimately be presented to Town Council with the plat and plan. The Water and Sewer Service Agreement discussions will continue, with the expectation that a signed agreement will be considered by Town Council with the final plat and plan.

I have scheduled the Planning and Zoning Commission for Wednesday, December 12, 2018. For the Commission packets, At least two weeks prior to the meeting I will need seven-11"x17" copies of the latest version of the Final Plat and PUD Final Site development Plan including Landscape Plan, plus a response to the this letter and other referral comments (I do not need civil drawings). If applicable, under state law the owners of severed mineral interests must be notified at least 30 days prior to the first hearing unless they have waived notice.

Please let me know if you have questions or need additional detail.

Sincerely,

ss

John Franklin  
Town Planner

Copies to:  
Redland  
Town Advisors  
File

December 10, 2018

John Franklin  
Town of Johnstown  
450 S. Parish Avenue  
Johnstown, CO 80534

**Re: Johnstown Farms 3<sup>rd</sup> Filing  
1<sup>st</sup> Submittal FDP Traffic Referral Comments Response**

Dear Mr. Franklin,

We have received referral comments from the Town of Johnstown dated September 28, 2018 and are responding as follows:

Traffic Impact Study:

- In general, I concur with the, assumptions, analyses, and findings of this report.  
**Response: Comment acknowledged on analysis concurrence.**
- The report is based on 247 single family dwelling units on the Filing No. 3 site. Approximately 2,332 trips per day would be generated by these homes.  
**Response: The 247unit count represents a slightly conservative estimate of the development. The current unit count is 243.**
- The report uses 2010 Highway Capacity Manual methods; the HCM was updated in 2017. For future submittals, 6<sup>th</sup> Edition HCM methods should be used.  
**Response: The analysis has been updated to reflect the 6<sup>th</sup> edition HCM Methods as requested.**
- Generally acceptable LOS is projected through the long-range future.  
**Response: Comment acknowledged acceptance of Level of Service.**
- The report provides recommendations for auxiliary lanes at the two site accesses. The dimensional requirements for left-turn and right-turn lanes are based on 40 MPH criteria. Given that WCR 46½ currently has no posted speed limit between WCR 17 and WCR 19, the 40 MPH assumption is reasonable. I concur with these recommendations.  
**Response: Comment acknowledged on WCR 46 ½ concurrence and acceptance of consultant's design assumptions.**

- Per the report, WCR 46½ would carry site generated traffic of about 1,865 to 1,980 vehicle trips per day (VPD) to the west of Street B. This would leave about 352 to 467 VPD in site traffic to the east.  
**Response: Comment acknowledged regarding acceptance of trip distribution.**
- WCR 46½ is currently unpaved. The counts contained in the report appendix indicate existing traffic of about 450 VPD. Typically, paving is considered when volumes approach 500 VPD. Thus, WCR 46½ is inadequate to accommodate the additional site generated trips unless it is paved.  
**Response: Paving is proposed along the project frontage limits for Weld County Road 46 ½ between the match to existing at the bridge and the eastern property limit. Also the road has been paved by others from WCR 17 to the western boundary of the existing railroad tracks. No additional paving is necessary per the comment above.**
- Based on the peak hour volumes shown in the site generated traffic assignment, I estimate daily volumes of 1,020 to 1,030 VPD on Street A and 1,300 to 1310 VPD on Street B. These volumes exceed the maximum of 1,000 VPD for local streets, per Town standards. Because of this, and to maintain the functional hierarchy of the street system, these two streets should be classified as collectors between WCR 46½ and Street E. I do not object to the two or three residential lots that front onto the collector segment of Street A.  
**Response: We have revised the site plan to reflect a collector section at the entrance roads as requested. We will maintain the residential access (driveways fronting onto collector) at the limited number of lots for the collector section.**

Final Development Plan:

- Sheet C1.1 provides typical cross sections for Minor Arterial and Local Street, per Town standards. A third typical cross section is needed for Streets A and B between WCR 46½ and Street E: Residential Collector with On-Street Parking (65-foot right-of-way).  
**Response: We have added the typical cross sections as requested.**
- Sheets C2.1 and C2.2 show auxiliary lane improvements on WCR 46½ at Streets A and B. The eastbound right-turn lane at Street B measures approximately 200 feet plus a taper of about 112 feet. Per the Traffic Impact Study, this lane should be 226 feet plus 144 feet of taper (to avoid modifications to the rail crossing, any reduction in length should come out of the taper). A westbound left-turn lane is shown at Street B (not required per the Traffic Impact Study, but is acceptable). An eastbound right-turn accel/decel lane is continuous between Streets A and B; this is acceptable. The westbound left-turn lane at Street A measures about 200 feet plus about 144 feet of taper; per the Traffic Impact Study, the lane should be 226 feet.  
**Response: We have adjusted the turn lane and taper dimensions as requested along Weld County Road 46 ½ to be consistent with the traffic study provided. Therefore, the westbound left-turn lane has been removed as stated above.**

Narrative:

- The description of the site indicates 220 residential lots, as opposed to 247 lots in the Traffic Impact Study and Final Development Plan. The Final Plat shows 244 lots.  
**Response: We have adjusted the narrative to reflect 243 lots as indicated on the revised Final Plat documents.**
- There are other discrepancies, particularly in the list of submitted items.  
**Response: Comment Acknowledged.**

If you have any questions, please feel free to contact me at [mpietschmann@redland.com](mailto:mpietschmann@redland.com) or 720-283-6783 ext. 128.

Sincerely,



Michael Pietschmann, P.E., LEED AP  
Principal

December 10, 2018

John Franklin  
Front Range Fire Rescue  
PO Box 130  
Milliken, CO 80543

**Re: Johnstown Farms 3<sup>rd</sup> Filing  
1<sup>st</sup> Submittal FDP Fire Department Referral Comments Response**

Dear Mr. Franklin:

Redland has received Referral Comments from Front Range Fire Rescue dated October 1, 2018 and are responding as follows:

Plan Review Requirements:

FRFR will provide plan reviews of Preliminary Plat and all changes to the proposed development through to Final Plat approval. A single plan review fee for the proposed development, based on a count of proposed fire hydrants, will be charged at the time of Preliminary Plat.

**Response: Comment Acknowledged. We have included a total of 18 Proposed Fire Hydrants for the purpose of determining plan review fees.**

Plans for construction of Multifamily Residential and/or Commercial buildings shall be submitted to FRFR for review and concurrent issuance of building permits. Plan review fees will be charged by FRFR as specified in the adopted Fee Schedule.

**Response: Comment Acknowledged. No multi-family and/or commercial buildings are proposed as part of Filing 3.**

Water Supply:

Based on a review of the Town of Johnstown Water Master Plan, it is anticipated that this development will negatively impact available water supply to the County Road 17 corridor, including the Pioneer Ridge neighborhood, Mountain View West development, and Sweet Gold facility. Front Range Fire Rescue requests additional study on this topic prior to Town or Fire District approval of this project, as available water for fire demand is anticipated to be insufficient without additional municipal water infrastructure, as noted in item 1.6 of Johnstown Water Master Plan (page 1-7).

**Response: It is our understanding that the Town is working with Front Range Fire Rescue to serve communities south of the Johnstown Farms project. The Town and FRFR is assumed to**

coordinate regarding the regional water supply and fire protection for existing and proposed developments.

Fire Hydrant Locations:

Fire hydrant locations shall comply with Sections 508.5.1 through 508.5.7, and Appendix C, of the 2006 (or 2018) International Fire Code, as amended and adopted by the Town of Johnstown. There shall be a hydrant at the end of each cul-de-sac. All hydrants shall be in place and operational prior to any combustible material being brought on site. Hydrants shall be specified by the Town of Johnstown. Water mains supplying hydrants shall be looped whenever possible and be a minimum 8-inch diameter.

**Response: Comment Acknowledged.**

Page C3.1: Proposed hydrant locations appear to comply with spacing requirements.

**Response: Comment Acknowledged.**

Page C3.2: Proposed hydrant locations do not comply with spacing requirements. Southern ends of Street A and Street B do not appear to have any proposed hydrants. Please correct drawings by the addition of hydrant locations.

**Response: C3.2: We have revised hydrant placement based on our discussions with the fire district and added fire hydrants where requested.**

Fire Flow Calculations:

Applicant shall provide a detailed hydraulic study for the development. Calculations shall include Maximum Daily Demand + Fire Flow. Fire Flow calculations have been provided only for FH5, FH6, and FH8. Fire flow calculations needs to be provided for proposed development's entire water utility system. Please provide fire flow calculations for fire flow from each fire hydrant in the proposed subdivision. The minimum fire flow and fire flow duration shall comply with Appendix B of the Fire Code.

**Response: We have updated fire analysis of the water system to demonstrate function throughout the proposed Johnstown Farms Filing 3 water system as requested.**

Final Development Plan (FDP):

\*\*These same comments are also applicable to applicable pages of the submitted Final Plat

Page CI.0 - Project Team: Please correct Fire District information to reflect information at the top of this page.

**Response: We have corrected the Fire District Information as requested.**

Page C2.1: Proposed arrangement of access to property is insufficient. Appendix D, Section D107 of the 2006 IFC requires that two points of distinctly separate and sustained vehicle access shall be provided to the development, separated by a minimum of one-half of the diagonal distance of the development. If this is not possible, then all homes within the

subdivision shall be required to have an approved automatic fire sprinkler system installed, in accordance with Section 903 of the IFC.

**Response: We are working with the adjacent property owner to the south to establish an appropriate additional emergency access location.**

Pages C2.2 and C2.3: Numerous street corners are indicated as having an inappropriate turning radius. Cul-de-sac at end of Street F is shown as having a 22.5-foot turning radius. Several other intersections indicate a 15-foot turning radius. Turning radius for all streets must meet the B40 template (inside radius 25', outside radius 50'). All cul-de-sacs shall comply with Appendix D of the Fire Code (minimum 96-foot diameter).

**Response: We have revised the cul-de-sac return to 25'. We have included the B40 template on a separate exhibit to demonstrate the functionality of the intersections with smaller curb return radii. We are requesting the smaller radii as a traffic calming measure also to reduce daily traffic speeds.**

Street Names:

Street names shall be approved by the Town of Johnstown and FRFR prior to Final Plat. Proposed street names may not conflict with any other current or approved street names.

**Response: We have proposed street names as requested.**

An approved address shall be visible from the side of the building off of which it is addressed.

**Response: Address comment acknowledged.**

Traffic Impact Study:

Section 2.0 - Project Description: This document indicates a proposal for 247 single-family homes. Information displayed on the Final Development Plan indicates 244 homes are planned. Please correct this conflict.

**Response: Dwelling Unit counts in the traffic study have been corrected as requested.**

Section 3.1 - County Road 46 h: Traffic impact study indicates this a non-paved street. Information within the study is unclear, but it is recommended that Centennial Drive (CR 46 h) be paved between County Road 17 and County Road 19 to facilitate safe access to and from this development.

**Response: County Road 46 ½: will be paved in conjunction with the development of this project from the eastern boundary of the existing Little Thompson River bridge to the eastern boundary of Johnstown Farms Filing 3.**

# Redland

WHERE GREAT PLACES BEGIN

If you have any questions, please feel free to contact me at [mpietschmann@redland.com](mailto:mpietschmann@redland.com) or 720-283-6783 ext. 128.

Sincerely,



Michael Pietschmann, P.E., LEED AP

Principal

December 10, 2018

John Franklin  
Town of Johnstown  
450 S. Parish Avenue  
Johnstown, CO 80534

**Re: Johnstown Farms 3<sup>rd</sup> Filing  
1<sup>st</sup> Submittal FDP Planning Referral Comments Response**

Dear Mr. Franklin:

We have received referral comments from the Town of Johnstown dated November 9, 2018 and are responding as follows:

1. Final Plat:

- a) The Planning and Zoning Commission Approval block should be above the Town Council Block.

**Response: We have revised the title block on the plat as requested.**

- b) Street names should be added. The Town prefers that each development have unique street name themes. A list of street naming rules and acceptable names (Colorado 14-ers) are attached. The plat may not proceed to Town Council without street names.

**Response: We have revised the plat to include street names as requested.**

- c) Remove Tract A 'unplatted' note.

**Response: We have removed the Tract A note as requested.**

2. Final Development Plan:

The comments below are derived from the Town-wide Design Guidelines and previous Johnstown Farms development plan reviews for this property.

a. General

- i. The overall street layout is consistent with prior versions and is generally acceptable, given the terrain. However, we have been experiencing a growing trend in neighborhood speeding, especially on longer streets. Speed

management elements such as speed tables or curb constrictions are recommended to address this condition.

**Response: We are in process of reviewing alternatives for traffic calming. Alternatives include stop conditions at intersections as appropriate for the flow of traffic through the neighborhood. We are also suggesting minimizing radii at intersections to reduce speeds for turning traffic.**

- ii. The adjoining property to the east in unincorporated Weld County is still used as a motorcycle park. The Town does not want to deal with the complaints of new homeowners regarding noise and dust. The note on the final plat is acceptable notification to all homebuyers.

**Response: Comment acknowledged regarding noise dust notification.**

- iii. Sheet C.1.0: The Parking Table is more applicable to shared parking developments. The plan should note that Town Parking standards are minimum 2 off-street spaces per dwelling unit. A minimum 2-car garage is required.

**Response: We have removed the parking table and replaced it with Note 10 on Page C2.0 addressing parking requirements for the subdivision.**

- b. Sheet C1.1 Land Use Standards:

- c. Paragraph 1. C.2.: The front setback is 20' minimum to the garage. A 2' minimum stagger is acceptable. Other provisions are acceptable.

**Response: Paragraph 1 C.2 - We have revised the note to reflect a 20-ft. minimum setback and 2-ft. stagger for the garage as requested.**

- d. Paragraph 1. C.5.: For a corner lot, the standard side setback is 20' minimum, but 15' is acceptable.

**Response: Paragraph 1.C.5 – Comment acknowledged. The minimum side setback for corner lots is shown as 15 feet.**

- e. Paragraph 1. C.6.: Development Standards – The Town-wide Design Guidelines call for a minimum 1,400 sf home and distribution of homes sizes. Confirm on the plan.

**Response: Paragraph 1.C.6 - We have added a note (Note 8) stating compliance with the town design guidelines for 1,400 sf as a minimum home size.**

- f. Paragraph 1. D.: Architectural Standards: Unlike prior applications for this property, architectural quality standards are noticeably absent. The standard development agreement contains architectural provisions, but the homebuilders and Town staff tend to look to the Development Plan. The Town-wide Design Guidelines are the minimum requirements to reference. Also, add a note that all model elevations are subject to final approval by Town staff.

**Response: We acknowledge that the Architectural standards shall comply with the now current Town design guidelines. We have included a note on the FDP (Architectural Standards – Note 1) as requested.**

g. Auxiliary Use Standards:

- i. Signs: Add a note that signs are subject to Town Sign Code (with any exceptions noted)

**Response: We have included the reference to Town of Johnstown Sign Code as requested. See Note D on Sheet 3 of the FDP.**

- ii. Fences: Add a note to refer to the Landscape Plans.

**Response: The fence note has been added as Note G on Sheet 3 as requested.**

h. Miscellaneous Requirements:

- i. Add a note that all utilities shall be underground.

**Response: We have included Note 7 requiring overhead utilities adjacent to the project frontage be relocated underground.**

i. Landscape Plans:

Landscaping shall conform to the Town Landscape Standards and Specifications, with variances subject to Town approval.

- i. Landscape Design Review Advisor comments will be provided under separate cover.

**Response: Comment Acknowledged. Landscape comments are addressed under a separate cover.**

- ii. Add a note and graphics to the Landscape Plan fence detail that the fence along Centennial Drive will have 36" masonry columns at least every 100'.

**Response: We have included Masonry Columns along the Centennial Drive adjacent frontage as requested.**

- iii. Anadarko wells and production facility: This industrial facility should be screened, to the greatest extent possible, from view of the homes in the development and public roads nearby. We have discussed the use of trees for screening, which trees can be strategically selected and placed east of the railroad right of way for optimum effect.

**Response: We have included areas for tree screening as available with the goal of screening along specific view corridors for Filing 3.**

3. Civil Engineering:

Town Engineer comments are provided under separate cover.

**Response: We are responding to Engineering Comments under a separate Cover.**

4. Access and Traffic:

Traffic Engineer comments are attached. Also refer to Town Engineer Comments, and Fire District comments regarding secondary access. As the vehicle and pedestrian traffic from

this development is likely to move west to South Parish Ave. the development is responsible for a proportionate share of the cost of improving the Great Western Railroad crossing on Centennial Drive. The crossing design including sidewalk is subject to Great Western Railway, PUC and Town requirements.

**Response:**

- a. **Comment Acknowledged. We are addressing Traffic Comments under a separate cover.**
- b. **We are working with the Town and FRFR regarding adequate access. We are also discussing with the adjacent property owner (Anadarko) south of Filing 3 the potential for an emergency vehicle access/easement through their property.**
- c. **We understand that a proportionate share of the Great Western Railroad will be necessary for the region. We are proposing a 41% share based on proportionate traffic volumes listed in the traffic impact study.**

5. General Comments:

- a. Development will need to comply with any applicable, provisions of the Annexation Agreement.

**Response: We acknowledge that the project will be developed in compliance with the Annexation Agreement.**

- b. Is the Metropolitan District to be used to construct improvements, or will a private developer construct the improvements and be reimbursed through the District? This relates to the Development Agreement.

**Response: Portions of the improvements may be constructed by the Metropolitan District.**

If you have any questions, please feel free to contact me at [mpietschmann@redland.com](mailto:mpietschmann@redland.com) or 720-283-6783 ext. 128.

Sincerely,



Michael Pietschmann, P.E., LEED AP

Principal

December 10, 2018

John Franklin  
Town of Johnstown  
450 S. Parish Avenue  
Johnstown, CO 80534

**Re: Johnstown Farms 3<sup>rd</sup> Filing  
1<sup>st</sup> Submittal FDP Planning Referral Comments Response**

Dear Mr. Franklin:

We have received referral comments from IMEG dated October 24, 2018 and are responding as follows:

**General Comments**

1. Location:

The proposed Johnstown Farms Filing No. 3 Project encompasses development of approximately 90.6 acres located east of the Little Thompson River, near the southeast corner of WCR 17 and WCR 46 ½. A total of approximately 244 single family residential lots and 7 tracts are proposed. Two of the tracts (Tract A & G, consisting of approximately 22 acres) are located west of the Great Western Railroad (between the Railroad and the Little Thompson River). The remainder of the site (approximately 68.6 acres) is east of the Railroad, and contains the 244 single family homes, associated streets (public ROW) and five open space tracts. The Little Thompson River traverses the west boundary of the site from southwest to northeast.

**Response: Statement Acknowledged. Single-family residential lots have been reduced from 244 to 243.**

2. Public Water:

Public water and fire water service within the development is proposed to be provided by internally looped 8-inch water mains connected at 2 locations to the existing public system. One connection is proposed with a new 10-inch main routed under the Little Thompson River approximately 330 feet south of WCR 46 1/2 and then north and west to the existing 10-inch main installed in WCR 46 1/2 by the Mountain View West development. The second connection is proposed with a new 8-inch main under the Little Thompson River approximately 1880 feet south of WCR 46 1/2 and then west to the existing WCR 17 main.

- a. The provided Final Utility Report suggests adequate water supply/pressures should be available to meet the proposed domestic and fire supply demands for the development. This should be confirmed by Town staff and/or additional evaluations (fire hydrant flow testing on the WCR 17 main near the site).

**Response: It is our understanding that the balance of water shares and associated remaining credits previously dedicated and accepted by the Town within the Johnstown Farms Filing No. 1 Water & Sewer Agreement are sufficient to cover the demands and will be honored for the development of Johnstown Farms Filing No. 3.**

- b. The site is within the Front Range Fire Rescue (FRFR) service area. Ty Drage, Life Safety Chief/Fire Marshal with FRFR issued preliminary comments 10/1/2018, in which he raised some concerns. The concerns raised by Chief Drage should be addressed by the Development's professionals to the Town's, and FRFR's, satisfaction.

**Response: We are working directly with Front Range Fire Rescue to address their stated comments. Please refer to the response to comments to FRFR's letter.**

- c. Access to the south water loop across Little Thompson River for maintenance will be difficult. The Town Public Works staff should weigh in on potential acceptability of this proposed loop location and on any special requirements (access drives, etc.) which may be desired and needed to be incorporated into the plans.

**Response: We are proposing a serviceable access along the proposed water easement that will approach the Little Thompson River from each side. In the interest of preserving this area as a naturalized basin, we are proposing a soft surface for this drivable access.**

- d. Front Range Fire Rescue should review and approve fire hydrant locations/spacing. Initial FRFR comments indicate hydrants currently are not shown on portions of two of the streets, and that additional hydrants may be needed. Once we receive and review the full Civil Construction Plans (CD's), we may identify locations where proposed hydrants may need to be moved and/or added to accommodate air relief at high points in the proposed water mains. FRFR concurrence should be obtained relative to these hydrant shifts/additions.

**Response: Fire Hydrant placement has been coordinated with the Fire district and incorporated into the FDP as requested. Further detail will provided in the Construction Documents, which will be provided to the Town for review.**

- e. The Great Western Railroad may mandate certain minimum requirements for

casing the proposed utility crossings under its facilities. Confirmation should be provided by the Developer's Engineer that the included crossings meet any such requirements.

**Response: We will work directly with the Great Western Railroad to comply with minimum casing requirements. Any additional details necessary as required by Great Western Railroad will be provided with the Construction Plans.**

- f. The 30-foot wide easement shown for the combined sanitary sewer/water main easement west under the Railroad and the Little Thompson River (approximately 330 feet south of WCR 46 1/2) likely will not be wide enough to comply with Town Standards (e.g. The combined easement width must be 2X the depth of the water main PLUS 2X the depth of the sanitary sewer, or 30', whichever is greater). Without the plan and profile sheets from the CD's, a determination of the required easement width cannot be made. The correct minimum easement width should be determined, appropriately shown and dedicated on the plat, and shown on the FDP and CD's.

**Response: We have verified the easement width. Please note that we have revised the layout to minimize the potential for over depth sewer. We acknowledge the 2X the depth of water plus 2X the depth of sanitary sewer requirement as stated above.**

- g. A water easement (20' minimum or 2X the depth of the water main, whichever is greater) needs to be provided for the water main segment running north to WCR 46 1/2, just east of the existing Johnstown Farms Lift Station. Currently no easement is shown for this section of the water main. The easement should be shown and dedicated on the Plat, and also shown on the FDP and CD's.

**Response: We have included the referenced water easement as requested on the FDP and Final Plat.**

### 3. Public Sanitary:

8-inch gravity sanitary sewer mains are proposed within the proposed subdivision. A gravity trunk line from the subdivision is proposed west under the Little Thompson River, approximately 330-feet south of WCR 46 1/2, and then north to the Johnstown Farms Lift Station. The new trunk line will reach the lift station at a lower elevation than the current wet well. Installation of a new wet well, and other modifications to the lift station, will be required. Flows from the modified lift station will be pumped to the Central Wastewater Treatment Plant.

The Town Sanitary Master Plan (TEC, December 2008) references that the "existing" lift station and 4" force main have capacity for approximately 450 taps. Also included in the Master Plan document is an August 2008 memo regarding upgrade options for the Johnstown Farms Lift Station. The Option 1, utilizing larger pumps and the 4-inch force main, would upgrade the capacity to approximately 900 taps. The Option 2

upgrade, using variable frequency drive pumps and the existing but not currently in-service, 12-inch force main, would increase the capacity up to 1800 - 3780 taps. Johnstown Farms Filing 1, with approximately 204 taps, is the only flow currently tributary to the lift station. Accordingly, today the lift station would have capacity for the 244 proposed new taps from Johnstown Farms Filing 3 (i.e.  $204 + 244 = 448$  taps). However, other pending development that is/would be tributary to the lift station is anticipated to cause the capacity of the lift station to be exceeded before buildout of the proposed Johnstown Farms Filing 3, as follows:

- a. Mountain View West (and the new Johnstown Recreation Center), with a proposed equivalence of approximately 434 taps at buildout;
- b. Johnstown Village, with approximately 662 proposed taps at buildout;
- c. Prior to Johnstown Village starting construction, the Clearview Lift Station must be taken out of service and a new gravity trunk line connection from the Clearview Lift Station location east to the Johnstown Farms Filing 1 interceptor must be constructed. That construction will route the approximately 320 existing taps from Clearview Subdivision to the Johnstown Farms Lift Station;
- d. The proposed Riverbend Filing 1 subdivision is projected to add approximately 388 taps at buildout.

All told, the above developments, at buildout, would bring the total loading to the Johnstown Farms Lift Station to approximately 2334+/- taps. Accordingly, careful consideration should be given to timing and extent of improvements to the lift station, in order to avoid short term solutions that might not readily be integrated into needed overall expansion as the various developments come on-line.

**Response: Comments acknowledged. Please note that we are working with the Town staff to coordinate the potential proportional service needs relative to the sanitary lift station improvements. We met with Town staff (Matt LeCerf, John Franklin, and Martin Jones) and IMEG (Greg Weeks) on 12/3/18 to discuss the Town's plans to address potential deficiencies in the existing system based on the projected flows tributary to the Johnstown Farms lift station.**

#### 4. Stormwater Systems:

- a. Stormwater runoff for the development is indicated to be collected by street curb & gutters and a series of storm inlets, and to be piped into a proposed on-site detention pond. The Drainage Report indicates intent for the pond to provide only EURV detention (for water quality provision), but not detention for

the developed 100 Yr. event flows (to provide detention to restrict developed flow rates down to “historical 100-yr discharge rates). Johnstown Farms III is located adjacent to the Little Thompson River (LTR), approximately 2.5 miles upstream of the LTR and Big Thompson River (BTR) confluence. The Drainage Report notes that, given this location, the site’s 100 year developed peak flow would be released and pass downstream before the LTR or BTR flow peaks typically would occur. This endetained early discharge approach appears to be consistent with recommendations in the Town of Johnstown Storm Water Master Plan (TEC, April 2, 2001). Subject to confirmation of concurrence from the Town, we have no major engineering objections to this conceptual approach for the development.

**Response: Comment acknowledged regarding detention strategy.**

- b. Since the proposed site disturbance exceeds one (1) acre, the applicant must prepare a Stormwater Management Plan and obtain a Stormwater Construction Permit in conformance with Colorado Department of Public Health & Environment (CDPHE) requirements. We request that a copy of the SWP and Permit certification, when submitted and obtained, be provided for Town (and our) files.

**Response: Comment acknowledged. We will prepare stormwater management plans in conjunction with the Construction Documents and state and local permitting requirements.**

5. 100 Year Flood Plain:

- a. Incorrect references to the current FEMA adopted Flood Insurance Rate Map (FIRM) are included in the Plat, FDP and Drainage Report. All associated references should match the FIRMETTE included in Appendix A of the Drainage Report.

**Response: We have reviewed and updated the floodplain information relative to the Colorado Water Conservation Board and FEMA published information.**

- b. The 100-year flood plain boundary shown on Sheet 2 of the Plat appears to match the current FEMA adopted FIRM, and does not indicate any proposed residential lots in Johnstown Farms Filing No. 3 within the 100-year flood plain. However, following the 2013 flooding, updated flood plain information was developed through the Colorado Hazard Mapping Program (CHAMP). The new CHAMP flood plain information for the Little Thompson River adjacent to the Johnstown Farms Filing No. 3 site has not yet been adopted by FEMA, it has been adopted by the State (through Colorado Water Conservation Bureau). Accordingly, the new floodplain boundary should be utilized by the Town as the applicable flood plain limits. The CHAMP boundary appears to be shown on the FDP (Sheet C2.2), and shows that proposed Block 2, Lots 98-100 and Block 1, Lots 1 - 6 are within, or are significantly impacted by, the 100-year

flood plain. General Note No. 10 on the Plat (Sheet 1) indicates that these impacted lots will not be issued a building permit until a Letter of Map Revision (LOMR) is issued by FEMA indicating that these lots have been removed from the floodplain. (Note No. 10 needs to be updated to include Block 2, Lot 98, unless it clearly can be demonstrated that none of the proposed building footprint on that lot would fall within the floodplain limits).

**Response: Both the current effective floodplain boundary per FEMA and the CHAMP floodplain boundary are shown on the FDP. We are in process of developing a CLOMR anticipating that the Town accepted floodplain model (CHAMP) will be maintained as the baseline condition for floodplain mapping. The development of Filing 3 will be designed based on the CHAMP floodplain model.**

6. Site Access:

The submitted documents show site access provided by two proposed new street/road connections to WCR 46 1/2 on the north, east of the railroad crossing/bridge over the Little Thompson River. Improvements are proposed adjacent to the site on WCR 46 1/2, west of the railroad. We generally defer comment regarding the proposed WCR 46 1/2 improvements and associated site access to the Town's Traffic Engineer (Mr. Dave Hattan, FHU). We do, however, offer the following two observations for consideration:

- a. Two connections to WCR 46 1/2, spaced approximately 500 feet apart, are proposed. However, Chief Drage (FRFR) has suggested this spacing is insufficient.

**Response: We are working with the Fire Department and adjacent land owners to coordinate access sufficient to address the comments stated by the Fire Department.**

- b. Improvements on WCR 46 1/2 currently are proposed only east of the Railroad. Appropriate improvements west of the railroad, to tie in with the interim improvements constructed by the Mountain View West development and to address and tie into the railroad crossing, also should be identified and included.

**Response: We have updated the plan to indicate the match location to the paved limits on the west edge of the project.**

**Specific Comments by Document**

We have a number of additional comments on the various documents. Those comments (via PDF markups of the documents) have been forwarded directly to Redland, with cc's to the Town Planner. We also have summarized a few of the more general comments below:

General:

1. Comments provided by individual documents and/or sheet or page within the document(s) also may apply to other locations in the various Project documents. The applicant's professional(s) should verify that the comments are addressed throughout the submittals consistently, as applicable.

**Response: Comment acknowledged. Revisions made as a result of a comment will also be reflected throughout the other applicable FDP sheets.**

2. None of the submitted plans sets and/or documents appear to have been signed/sealed by the appropriate professional engineer(s)/architect(s). All the documents should be appropriately signed/sealed prior to Town approvals.

**Response: Documents will be signed and sealed when final documents have been requested for approval.**

Final Plat:

1. Town Standards note that all storm drainage facilities shall be maintained by the Owner/HOA (unless otherwise addressed by written agreement between Developer and Town). (Part I – Storm Drainage Criteria, Sec. 1.3 E.). The Town may wish to require appropriate note(s) be added on the Plat (and/or on the FDP and Civil CD's) to annotate this requirement. Not-with-standing the above, any storm sewer and/or storm drainage facilities not located within dedicated street ROW should be contained within platted (or separately conveyed) drainage easements.

**Response: We have included additional easements to accommodate drainage infrastructure as requested. Please refer to Notes 1 and 2 of the Utility Standard notes on Sheet 3 of the FDP for ownership and maintenance of stormwater infrastructure.**

2. The Town may wish to consider requiring the following note to be added to the Plat (and to the FDP):

**General Over lot Drainage Note:** "Lots and Tracts as platted herein may be required to convey surface drainage from other lots and tracts in this filing, in accordance with the approved grading and 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 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 in accordance with the approved plans and Town criteria. 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 operation and/or maintenance costs incurred by the Town will be assessed to the property owner(s)."

**Response: We have included the note as requested.**

3. Tract Ownership and Usage Note #2 (Sheet 1) indicates that Tract F will be maintained by the Oil/Gas operator of each well. The FDP Sheet C1.0 Land Use Table indicates Tract F is to be Owned & Maintained by HOA. Most of Tract F is not within the Oil/Gas site(s), and Tract F areas outside of the gas well sites would need to be owned and maintained by HOA. The Plat (and FDP) note(s) should be revised accordingly.

**Response: Tract Ownership and usage Note 2 has been revised as requested.**

4. The FEMA FIRM Map reference noted in General Note No. 6 is should be updated.

**Response: General Note 6 has been updated as requested.**

5. There are discrepancies between the metes and bounds information shown on the Plat, the FDP, and the written legal descriptions. The plans and legal descriptions on both documents should be reviewed, updated as appropriate, and should all agree.

**Response: We have reviewed Meets and Bounds descriptions and updated as appropriate.**

Final Development Plan:

1. The included FDP preliminary grading plans include some proposed street grades callouts. Town Standards for local residential streets include: (1) Minimum and maximum longitudinal grades of 0.75% and 6.0%, respectively, and, (2) Maximum longitudinal grade of 4% within 150 of an intersection. The provided street grades indicate that the above standards may not be met in all cases. Some adjustment in street grades may be required. More detailed review will occur once the Civil CD's are submitted.

**Response: The proposed streets and local intersections have been revised where applicable to stay within the Town standards of minimum and maximum longitudinal grades. We are requesting a variance at the Wilson Street and Huron Street local intersection to allow for a maximum of 5% longitudinal grade.**

2. The Minor Arterial (WCR 46 1/2) cross section shown on Sheet C1.1 of the FDP references a 110' overall future ROW width. However, the detail shows only a 50' ROW contribution south of the center line. The ROW south of the center line should be 55' (e.g. 1/2 of the 110') consistent with proposed ROW dedication shown on the Plat.

**Response: We have corrected the information in the cross section as requested.**

3. Overhead Electrical/Phone (etc.) Lines: There are existing overhead pole mounted lines along the south side of WCR 46 1/2 adjacent to the development site. The prior proposed Johnstown Farms Filing 2 Civil CD's (2014-2015) referenced

relocation of those lines south to align to the new ROW location. The Town may wish to advise whether it agrees with the relocated lines remaining on poles, or if the Town will require the relocated lines to be placed underground. Also, the Town may wish to identify if it will require utility lines within the subdivision to be placed underground. The Town may wish to require appropriate notes to be added to the FDP and CD's to address this issue.

**Response: Comment Acknowledged.** Per the request of the Town, the plans have been revised to include labels and notes for the underground relocation of overhead electric lines along the south side of WCR 46 1/2 adjacent to the Filing 3 improvements. The lines will be relocated along the frontage of Filing 3 only at this time.

Landscape Plans:

1. I typically do not review and respond to Landscaping related issues, other than in a broad general sense or as pertains to potential conflict between the landscaping and other engineering related issues. However, based on a cursory review of the submitted landscape plans, I did not note any major engineering related concerns.

**Response: Comment acknowledged.**

2. Intersection Sight Distance Triangles should be shown (and labeled) for all intersections (within development, and at WCR 46 1/2 intersections). Applicable "distances" should be per Johnstown Design Criteria & Construction Regulations, Part II - Street Design (Section 2.3 - Sight Distance - Minimum Corner Sight Distances). No grading, trees, landscaping and/or fences should occur within the sight triangles that would conflict with visibility for cars/drivers at the intersections.

**Response: We have included sight triangles as requested.**

Final Drainage Report:

1. Without submission and review of the full Civil CD's, a "Final" drainage report cannot be fully reviewed and/or approved. At this stage in the submission process perhaps it would be more appropriate to reference the document as a Preliminary or Phase II Drainage Report.

**Response: We have revised the Drainage Report title to be reflected as a Preliminary Drainage Report as suggested in anticipation of Minor revisions through the Construction Document development process.**

2. The Report references (on page 13) the analysis of the Natural Resources Assessment for the site conducted by ERO Resources Corp. in 2015. While we anticipate this report would still be valid, it may be appropriate to request a letter from ERO confirming its current validity, or without such validation, an updated

study should be provided.

**Response: We are currently coordinating additional field work with ERO that will be utilized for preparation of the necessary documentation to request an amendment to the currently approved 404 permit for Filing 2 of the project. This update will be provided to the Town for review with the Construction Plans, and will analyze existing habitat that may be impacted and mitigated as required by the U.S. Army Corp application for Filing 3.**

Final Utility Report:

1. Without submission and review of the full Civil CD's, a "Final" utility report cannot be fully reviewed and/or approved. At this stage in the submission process perhaps it would be more appropriate to reference the document as a Preliminary Utility Report.

**Response: We have revised the Utility Report to be reflected as a preliminary report as suggested anticipating revisions through the Construction Document development process.**

2. The Report references (on page 13) the analysis of the Natural Resources Assessment for the site conducted by ERO Resources Corp. in 2015. While we anticipate this report would still be valid, it may be appropriate to request a letter from ERO confirming its current validity, or without such validation, an updated study should be provided.

**Response: We are currently coordinating additional field work with ERO that will be utilized for preparation of the necessary documentation to request an amendment to the currently approved 404 permit for Filing 2 of the project. This update will be provided to the Town for review with the Construction Plans, and will analyze existing habitat that may be impacted and mitigated as required by the U.S. Army Corp application for Filing 3.**

Water Demand Letter:

The last paragraph of the Letter references "...the first two phases of the project..." and then states "By the third-year additional water supplies will need to be provided."

1. The submitted FDP and other project documents make no reference to phasing of the Johnstown Farms Filing III project, so what "first two phases" is this letter referencing?

**Response: We have revised the letter to eliminate the phasing discussion.**

2. The water supply summary on the first page of the letter suggests there will be a net 1.1 Acre-Feet of "excess" water supply available, so the reference to additional supply needs starting in "the third year" appears confusing

**Response: We have revised the letter to provide clarification as requested.**

Summary:

The comments provided in the PDF markups, in addition to the items/comments noted in this letter, need to be satisfactorily resolved prior to Town Engineer recommendation for final development approvals. Once all the comments are addressed, updated copies (both paper copies and PDFs) of the development documents will need to be provided to our attention for further Town Engineering review. The full construction plans (CD's) also will need to be provided for review. Upon subsequent review(s), we may have additional comments.

**Response: We have revised the letter to provide clarification as requested.**

If you have any questions, please feel free to contact me at [mpietschmann@redland.com](mailto:mpietschmann@redland.com) or 720-283-6783 ext. 128.

Sincerely,



Michael Pietschmann, P.E., LEED AP

Principal



720.283.6783 Office  
1500 West Canal Court,  
Littleton, Colorado 80120

[REDLAND.COM](http://REDLAND.COM)

December 10, 2018

John Franklin  
Town of Johnstown  
450 S. Parish Avenue  
Johnstown, CO 80534

**Re: Johnstown Farms 3<sup>rd</sup> Filing  
1<sup>st</sup> Submittal FDP Planning Referral Comments Response**

Dear Mr. Franklin,

Our application to the Little Thompson Water District dated September 25, 2018 has been accepted and there are no comments included with their review.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael Pietschmann'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael Pietschmann, P.E., LEED AP  
Principal



1425 Brentwood St. #17, Lakewood, CO 80214 | 303.882.1237 |

**12/07/2018**

John Franklin  
Town Planner  
Town of Johnstown  
450 S. Parish Ave., Johnstown CO, 80534

**Dear John Franklin:**

The following items are in response to your Landscape Plan comments addressed to Starwood Land Advisors, dated 11/9/2018, for the Johnstown Farms Filing No 3 – Final Plat and Development Plan.

- i. **Landscape Design Review Advisor comments will be provided under separate cover.** We have received the Final Landscape Plan Review comments from RGA and have responded to those comments in a separate letter.
- ii. **Add a note and graphics to the Landscape Plan fence detail that the fence along Centennial Drive will have 36" masonry columns at least every 100'.** The plans have been updated to include proposed columns along Centennial Drive. The design intent is to have the columns terminate at side and rear property line junctions. Masonry columns have been added where shown.
- iii. **Anadarko wells and production facility: This industrial facility should be screened, to the greatest extent possible, from view of the homes in the development and public roads nearby. We have discussed the use of trees for screening, which trees can be strategically selected and placed east of the railroad right of way for optimum effect.** Comment noted. Additional trees are located between rear lot lines and the Railroad easement as requested.

Sincerely,

**Matt Wilgenbusch**

**AGENDA ITEM 10F**

**Consideration for the Subdivision  
Development & Improvement Agreement  
and the  
Water and Sewer Service Agreement  
Johnstown Farms Filing #3**

## **TOWN COUNCIL AGENDA COMMUNICATION**

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<b>AGENDA DATE:</b>	November 18, 2019
<b>ITEM NUMBER:</b>	10F
<b>SUBJECT:</b>	Consideration for the Subdivision Development and Improvement Agreement (DA) and the Water and Sewer Service Agreement for Johnstown Farms III
<b>ACTION PROPOSED:</b>	Initial Review for Council of the Subdivision Development and Improvement Agreement (DA) and the Water and Sewer Service Agreement for Johnstown Farms Ph. III
<b>ATTACHMENTS:</b>	<ol style="list-style-type: none"><li>1. Subdivision Development and Improvement Agreement (DA) for Johnstown Farms III</li><li>2. Water and Sewer Service Agreement for Johnstown Farms III Filing 1 (Phases 1A &amp; 1B)</li></ol>
<b>PRESENTED BY:</b>	Matt LeCerf, Town Manager

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### **AGENDA ITEM DESCRIPTION:**

Enclosed for your review and consideration are two documents that will require two separate motions at the next Council meeting when considering the Final Plat and Development Plan for the Johnstown Farm Ph. III Subdivision. While the two items are interrelated, they will require separate approvals because they are distinct elements.

With respect to the Subdivision Development and Improvement Agreement (DA) the document presented outlines the obligations of the developer with respect to the planned public and private improvements within the subdivision. Special considerations related to this development are outlined and defined in Section B-3 which have been reviewed by Staff for administrative approval. There is no additional information that is being requested at this time from Staff. Some of the more notable items included in B-3 are detailed below:

- A commitment from the developer to pay the additional \$9,500 per SFE for each sewer tap as part of the regional improvement fee for the new sewer interceptor to be constructed.
- Cash in lieu payment for both the rail road crossing and bridge improvements along WCR 46 ½.
- Sidewalk connectivity along 46 ½ adjacent to their property.

The Water Sewer Service Agreement (WSSA) presented has been reviewed and approved through legal and administration for compliance. A 2005 Water Sewer Service Agreement precedes this agreement and provided the general foundation for this agreement. In the previous WSSA, the developer provided Hillsborough Water for Johnstown Farms Filing 1. The balance remaining is being credited to Johnstown Farms III, notwithstanding the fact that the Town under new developments will not accept Hillsborough Water as an appropriate potable water source at this time. This water represents 103.6 AF of a total 132.18 AF of water to be dedicated. The remaining balance of water will be in the form of unchanged Home Supply (4.5 shares) which is an acceptable water for

the Town at this time. Also of note, in the previous agreement, the developer pre-purchased 359 water taps in advance. In Phase I of Johnstown Farms, 280 of these taps were used, leaving a balance of 79 water taps. These water taps will be applied on a per unit basis at the building permit issuance for Johnstown Farms Phase III.

**LEGAL ADVICE:**

The agreement was drafted and approved by the Town Attorney.

**FINANCIAL ADVICE:**

Not Applicable

**RECOMMENDED ACTION:** No formal approval at this time (to be formally considered in 2 weeks tentatively) - Approve the Initial Review of the Subdivision Development and Improvement Agreement (DA) and the Water and Sewer Service Agreement for Johnstown Farms III in two (2) separate motions

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**Reviewed and Approved for Presentation:**

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Town Manager

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT  
FOR  
TOWN OF JOHNSTOWN  
(Johnstown Farms Filing No. 3)**

**This Subdivision Development and Improvement Agreement** (“Agreement”), made and entered into by and between the TOWN OF JOHNSTOWN, COLORADO, a municipal corporation (the “Town”), TF JOHNSTOWN FARMS, L.P., a Delaware limited partnership (the “Developer”) and the JOHNSTOWN FARMS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”).

**RECITALS**

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

**WHEREAS**, Developer seeks to develop the Property and to designate such development as Johnstown Farms Filing No. 3 (“Development”); and

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

**WHEREAS**, the Town Council approved, or will approve, the Final Plat by passage of Resolution \_\_\_\_\_, containing terms and conditions of approval of the Final Plat, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference (“Resolution”); and

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

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

**WHEREAS**, the Town, the Developer and the District recognize and agree that the District has obligations with respect to the operation and maintenance of certain Public Improvements, as set forth in **Exhibit B-3**, and is a signatory hereto to affirm those obligations.

## **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 Site Development Plan” related to the Development and on file with Town.

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

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

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

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

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

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

1.8 **“Public Improvements”** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, stormwater

improvements (excluding detention facilities), drainage facilities, irrigation structures, standard street signs and posts and other public facilities and improvements to serve the Development.

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

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

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

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

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

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

## SUBDIVISION IMPROVEMENTS

### 2. Public Improvements

#### 2.1 *Pre- Construction*

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

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

and installation, other than negligent designs which are required by the Town over Developer's written objection.

c. **Rights-of-Way, Easements, Permits and Use Tax:** Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of liens and monetary encumbrances and other encumbrances that would unreasonably interfere with the Town's intended use of such right-of-way or easement, on all lands and facilities, if any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town Manager for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and monetary encumbrances and other encumbrances that would unreasonably interfere with the Town's intended use of such right-of-way or easement, for all land, property and easements dedicated or conveyed to the Town or for public use. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements. Developer shall also pay all applicable use tax due and owing to the Town.

2.2 ***Construction of Public Improvements:*** Upon satisfaction of the conditions set forth in Paragraph 2.1, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Final Plat, the Resolution, the Civil Engineering Construction Plans, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All Public Improvements shall be installed and constructed within the rights-of-way or easements dedicated to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Public Improvements shall be new and both workmanship and materials shall be of good quality. In the event of a conflict between the Civil Engineering Construction Plans and any other applicable requirements relating to the Public Improvements, including without limitation, the Final Plat, the Resolution and the Town's ordinances, regulations and resolutions, the Developer and the Town shall confer to determine the appropriate interpretation. The Town and Developer acknowledge a general presumption that the Civil Engineering Construction Plans control the rights and obligations of the parties, but also recognize that, if at the time the Civil Engineering Construction Plans are approved by the Town, the then-current Town development standards are more stringent than or contradict the Civil Engineering Construction Plans, then Town development standards may be applied. The Town Manager, or the Town Manager's designee, shall make a final determination with respect to the interpretation.

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 Public Works Director informed of the progress of the work and a projection of when the Public Improvements will be completed as well as the cost of such Public Improvements.

2.4 ***Testing and Inspection:*** Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town Engineer, to perform all testing of materials

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

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

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

### 3. **Private Improvements**

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

3.2 **Construction of Private Improvements:** Upon satisfaction of the conditions set forth in Paragraph 3.1, Developer shall construct the Private Improvements at its own expense in accordance with the terms of this Agreement, the Final Plat, the Resolution, the Site Development Plan, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All landscaping services shall be performed by a professional landscape architect or engineer. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be new and both workmanship and materials shall be of good quality. In the event of a conflict between the Site Development Plan and/or the Civil Engineering Construction Plans and any other applicable requirements relating to the Private Improvements, including without limitation, the Final Plat, the Resolution and the Town's ordinances, regulations and resolutions, the Developer and the Town shall confer to determine the appropriate interpretation. The Town and Developer acknowledge a general presumption that the Site Development Plan and the Civil Engineering Construction Plans control the rights and obligations of the parties, but also recognize that, if at the time of approval of the Site Development Plan or the Civil Engineering Construction Plans, as applicable, Town development standards are more stringent than or contradict the Site Development Plan or the Civil Engineering Construction Plans, respectively, then Town development standards may be applied. The Town Manager, or the Town Manager's designee, shall make a final determination with respect to the interpretation.

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

3.4 **Completion of Private Improvements:** Unless otherwise agreed in writing by the Town Manager, the Private Improvements 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 Manager's written consent to the extension. The Town shall allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient surety in the form of a cash escrow deposited with the Town, bond or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary is provided to the Town.

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

#### 4. **Dry-Utilities**

4.1 **Utilities:** Developer shall obtain all proper conveyances and arrangements for the installation and provision of the Dry Utilities to serve the Development. Developer shall provide proof of such conveyances and arrangements to the Town, which proof may be in the form of

contracts for such services, no later than the date that the Public Improvements are completed. Notwithstanding the foregoing, the Town shall not withhold issuance of building permits for the Development on the basis that the Dry Utilities, or any portion thereof, have not been completed; provided, however, the Town shall have the right to withhold issuance of certificates of occupancy for any improvements to be served by any Dry Utilities that have not been completed.

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

### ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

5.0 **Phasing of Subdivision Improvements.** Notwithstanding any contrary provision of the Agreement, the Town acknowledges that Developer intends to construct and install the Subdivision Improvements, including without limitation, the Public Improvements, in phases as such Subdivision Improvements are necessary to serve the applicable portion of the Development, which phasing and phases are pursuant to the approved Civil Engineering Construction Plans. The Town agrees that all references in Paragraph 5 of the Agreement to Public Improvements, Private Improvements, Dry Utilities and Subdivision Improvements shall mean a particular phase of those Public Improvements, Private Improvements, Dry Utilities and Subdivision Improvements serving the Development. For the avoidance of doubt, the Town shall, subject to the terms of the Agreement, grant Initial Acceptance and Final Acceptance for a “phase” and shall release and/or reduce, as applicable, the Performance Guarantee and Maintenance Guarantee applicable to such “phase” of the Subdivision Improvements upon Initial Acceptance and Final Acceptance, respectively, notwithstanding that other of the Subdivision Improvements required for other phases of the Development have not been completed.

5.1 **Initial Acceptance:** Developer shall make written application to the Town Manager for initial acceptance of the Public Improvements (“Initial Acceptance”), and for final 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, the written application shall include one set of reproducible “as built” drawings and an affidavit executed by Developer affirming that the Public Improvements have been paid in full, certifying the final construction costs and including documentary evidence of the construction costs. If the Town Manager requests, Developer shall provide lien waivers, or other acceptable assurance, from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the design, construction or installation of the Subdivision Improvements. The affidavit and lien waivers may be reviewed by the Town, but the Town assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided.

After the receipt of the written application, the Town shall use reasonable efforts to promptly inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to Initial Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements. If the

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

5.2 ***Maintenance Guarantee.*** Contemporaneously with Initial Acceptance of the applicable phase of the Subdivision Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town, a bond 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 Subdivision Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Subdivision Improvements until Final Acceptance of the same. The Maintenance Guarantee for such phase of the Subdivision Improvements shall be released upon Final Acceptance of the Subdivision Improvements for such phase.

5.3 ***Delivery of Initial Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written notice of Initial Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. The Town may issue written notice of Initial Acceptance of the applicable phase of the Subdivision Improvements prior to completion of certain of the less critical improvements, as determined and agreed upon by the Town in its sole discretion; provided, however, the Town shall not withhold issuance of any notice of Initial Acceptance on the basis of any incomplete landscaping or sidewalks, but the Town may, in its discretion but subject to Paragraph 3.4, withhold the issuance of certificates of occupancy based on such incomplete improvements. The Town may, in its discretion, agree not to withhold the issuance of a notice of Initial Acceptance if the top lift of the asphalt is not complete on the condition that Developer complete the top lift when required by the Town and provide a Performance Guarantee for the improvement as described in Paragraph 2.6, which Performance Guarantee will be released upon completion of the top lift, at which time Developer shall provide a two-year Maintenance Guarantee for the top lift.

5.4 ***Maintenance, Repair and Replacement:*** Until Final Acceptance of the Public Improvements, Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer’s expense. If, within ten (10) business days after Developer’s receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have given written notice to the Town of Developer’s intended corrective action and thereafter commenced such corrective action within a reasonable time, not to exceed an additional five (5) business days, the Town may make

such maintenance, repair or replacement at Developer's expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee. Notwithstanding the foregoing, upon Initial Acceptance, the Town shall be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.) and the Developer shall be responsible for all maintenance, repairs and replacement of the Private Improvements.

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

5.6 ***Homeowners Association:*** Prior to Final Acceptance and prior to the sale of lots or homes in the Development, Developer shall establish a homeowners association for the Development or the Developer may establish and utilize a Title 32 metropolitan district in lieu of 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:*** Upon Final Acceptance of the Subdivision Improvements: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained, as appropriate, by the Developer, the homeowner's association or a metropolitan or special 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 Concurrently with entering into this Agreement, 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.

## **BUILDING PERMITS**

7.1 The Town shall not issue building permits or install water meters for the Development until: (1) the Final Plat has been recorded with the Weld County Clerk and Recorder; (2) Developer has paid all applicable use tax due and owing to the Town and all other fees required by the Town, including but not limited to water and tap fees, impact fees, storm drainage fees and cash-in-lieu payments due, if any, to the Thompson School District R2-J or the Weld County School District RE-5J; (3) Developer has received written notice of Initial Acceptance of the Public Improvements and written notice of approval of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete; (4) meter and curb stop pass inspection; (5) the parties have entered into a Water and Sewer Service Agreement; (6) Developer has established a homeowners association as set forth in Paragraph 5.6 above; and (7) all terms of this Agreement have been faithfully kept by Developer. Notwithstanding Paragraph 7.1 to the contrary, Developer shall not be required to establish a homeowners association for the Development if the Developer has established a Title 32 metropolitan district for the Development responsible for covenant enforcement.

7.2 Notwithstanding any provision of Paragraph 7.1 to the contrary, reference to "Subdivision Improvements" therein shall mean the applicable phase of the Subdivision Improvements and the Town may issue written notice of Initial Acceptance of the applicable phase of the Subdivision Improvements prior to completion of certain of the less critical improvements, as determined and agreed upon by the Town in its sole discretion; provided, however, the Town shall not withhold issuance of any notice of Initial Acceptance on the basis of any incomplete landscaping or sidewalks; and provided, further, however that the Town may, in its discretion, agree not to withhold the issuance of a notice of Initial Acceptance if the top lift of the asphalt is not complete on the condition that Developer complete the top lift when required by the Town and provide a Performance Guarantee for the improvement as described in Paragraph 2.6, which Performance Guarantee will be released upon completion of the top lift, at which time Developer shall provide a two-year Maintenance Guarantee for the top lift. Subject to Paragraph 3.4, the Town shall have the right to withhold issuance of certificates of occupancy for the improvements to be served by any Subdivision Improvements, including landscaping, sidewalks and top lift of asphalt, that have not been completed.

7.3 If the 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. Notwithstanding the foregoing, if, subsequent to Initial Acceptance, parcels of the Property have been sold to third parties and there are multiple Developers, as that term is defined herein, bound

by this Agreement, then the Town agrees not to withhold building permits with respect to the portion of the Development owned and being developed by Developers that are in compliance with this Agreement, subject to Paragraph 4.1 above.

### **OPERATION STANDARDS**

8.1 The operation of construction equipment outside an enclosed structure shall be prohibited between the hours of 8:00 p.m. and, on weekdays, the hour of 7:00 a.m. or, on weekends and legal holidays, the hour of 8:00 a.m. The Town Manager may, upon written application, alter the hours of operation for good cause by providing written notice to Developer.

8.2 The operation of construction equipment for the purpose of grading or constructing either surface improvements or underground utilities, either public or private, shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends. The Town Manager may, upon written application, alter the hours of operation for good cause by providing written notice to Developer.

8.3 Each Developer agrees to control the weeds growing within the portion of the Development owned by such Developer, and to use herbicide as permitted by the Town and undertake mowing of the portion of the Development owned by such Developer.

8.4 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.

8.5 When the Town Engineer provides written notice that erosion, by wind or water, is likely to be an issue, Developer shall install temporary or permanent erosion control into the Development at the earliest practicable time. By way of explanation and without limitation, said control may consist of seeding of approved grasses, temporary dikes, gabions or other similar devices.

8.6 In the event that Developer fails to perform the work specified in Paragraphs 8.3, 8.4 or 8.5 within a reasonable time period after receiving written notice from the Town, not to exceed ten (10) days for the work specified in Paragraphs 8.3 and 8.4, the Town may, in addition to other remedies, including those set forth in Paragraph 7.3, perform the work required and charge Developer for said cost. Developer shall pay the Town for all costs incurred by the Town in the performance of the above said service within ten (10) days of the Town submitting an invoice for said services. If Developer does not remit the costs, in addition to other remedies, the Town may draw on the Maintenance Guarantee.

8.7 Developer shall use commercially reasonable efforts to cause Developer's subcontractors to cooperate with the Town's construction inspectors, including, but not limited to,

ceasing operations upon notice from the Town when winds are of such velocity that the Town has determined, in its reasonable discretion, that blowing dust from the Development is hazardous to the public health and welfare.

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

### **DEVELOPMENT STANDARDS**

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

9.2 Except as otherwise provided in this Agreement, the Final Plat, the Resolution or Approved Plans, Developer shall comply with Johnstown's municipal code, zoning ordinances, subdivision regulations, landscape guidelines and, if operative with respect to the Development, the approved design guidelines.

9.3 Appropriate design standards must be met including, but not limited to, the following:

- A. Developer shall submit detailed elevations showing architectural features of the proposed dwelling units. Architectural features, elevations and home sites shall have prior approval of the Town. Such approvals shall not be unreasonably withheld.
- B. All proposed multi-family areas and all other areas not planned for detached single family units must be the subject of a Site Development Plan to be reviewed and approved by the Town prior to any construction being performed.
- C. All off-street parking structures or pads shall be provided to the rear of the front setback. Driveways leading to the off-street parking may be constructed within the front setback and may also be used for parking.
- D. In areas built with single family homes, no individual unit shall be built with the same elevation within three (3) of itself on both sides of the street and all units shall have at least a two-car garage, except the multi-family homes.
- E. In areas built with single family homes, at least twenty-five percent (25%) of the facade of each dwelling unit, excluding windows, doors, and garage doors, shall be of masonry, stone, brick, or an equivalent. All roofs shall have thirty (30) year architectural style shingles. Any shingle type or style other than architectural style shingles shall be submitted to the Town

for prior approval, but three-tab conventional asphalt shingle roofing shall not be permitted.

- F. All trails within the Development must be a minimum of ten (10) feet wide and six (6) inches thick and constructed of concrete. Interior sidewalks shall be a minimum of five (5) feet wide, four (4) inches thick and constructed of concrete.
- G. To provide for emergency vehicular access, no structure shall be located in excess of one hundred and fifty feet (150'), excluding cul-de-sacs, from a single point of vehicular access unless an approved temporary second point of vehicular access is provided.
- H. Current Municipal Code required setbacks must be met, including, but not limited to, setback requirements for oil and gas facilities.
- I. A thirty-foot landscape buffer and a ten-foot meandering sidewalk, which shall be six inches thick, shall be constructed along any proposed arterial roads. The landscape buffer shall be landscaped with deciduous trees and evergreens along with deciduous shrub beds and bluegrass in accordance with the Town's approved landscape plan. Curb and gutter shall be provided in the same locations as the before mentioned sidewalks and landscape buffers. All local streets shall have five-foot attached sidewalks and collector streets shall have five-foot detached sidewalks and shall be landscaped with trees and grass.

9.4 The design standards set forth in this Paragraph 9.3 may be modified by Civil Engineering Construction Plans, the Site Development Plan and/or the final development plan (FDP) for the Development. In the event of a conflict between this Paragraph 9.3 and the Civil Engineering Construction Plans, the Site Development Plan and/or the final development plan approved by the Town for the Development, such Civil Engineering Construction Plans, Site Development Plan and final development plan shall control.

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

9.6 Developer shall take all necessary steps to prevent its construction activities from harming water quality, water bodies and wetlands. All drainage and holding ponds shall be kept free of standing water by whatever means possible including, but not limited to, pumping water out of any holding ponds.

### **LIABILITY, INSURANCE AND COST REIMBURSEMENT**

10.1 **Indemnification:** Developer hereby agrees to indemnify and hold the Town, Town Officials, its employees, agents, representatives, insurers and self-insurance pool harmless from and against any and all suits, demands, actions, damages, liability, losses, claims, fees and expenses, including attorney's fees, resulting or arising in any way from any breach or default of this Agreement or any acts or omissions of Developer, its employees, agents, consultants, representatives or subcontractors relating to this Agreement, 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 maintain for itself, and shall cause its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Subdivision Improvements to maintain, such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, Town Officials, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of One Million Dollars (\$1,000,000.00), or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Whenever requested by the Town Manager, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and which show the Town, Town Officials, its employees, agents and representatives as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law. For clarity, Developer shall not be required to procure or maintain insurance for its contractors, subcontractors, representatives or agents, but shall require that its contractors, subcontractors, representatives or agents such insurance be procure and maintain such insurance.

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. For the avoidance of doubt, the indemnification and hold harmless obligations under Paragraph 10.2 shall apply to each Developer only to the extent of such claims or costs arising in connection with such Developer's act or omission.

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

10.5 **Cost Reimbursement to Town:** Developer shall reimburse the Town for the Town's reasonable and customary out-of-pocket costs of professional consultants, including, but not limited to engineers, testing companies and attorneys, engaged by the Town to process and complete the Development. For the avoidance of doubt, if there is more than one Developer at any given time with respect to the Property, the obligation of each Developer under this Paragraph 10.5 of the Agreement shall relate only to the applicable development application or permit application submitted by or on behalf of such Developer.

10.6 **Colorado Governmental Immunity Act:** Nothing in this Agreement shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by the law to the Town, Town Officials, employees, contractors, 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 Maintenance or Performance Guarantee.

11.2 If the default arises subsequent to Initial Acceptance and the default is not timely cured, the Town may draw on the Maintenance Guarantee. If the default relates to the improvement secured by the Performance Guarantee and the default is not timely cured, the Town may draw on the Performance Guarantee. In addition, 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-up for the portion of the Development to be served by the Subdivision Improvements that are the subject of such default, the scope of which is subject to the Town's sole discretion.

Notwithstanding these rights and remedies, the Town may pursue whatever additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this Agreement. The Town's remedies shall be cumulative.

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

### SPECIAL PROVISIONS

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

### 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:** A Notice of this Agreement substantially in the form as shown on **Exhibit E** is to 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 such Notice 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 such purchaser or transferee assumes in writing all obligations under this Agreement with respect to such portion of the Development and a copy of such assumption is delivered to the Town.

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

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

**TO DEVELOPER:**

**TF JOHNSTOWN FARMS, L.P.**  
c/o Starwood Land Advisors, LLC  
385 Inverness Parkway, Suite 310  
Englewood, CO 80112  
Attention: Craig K. Campbell, President West Region  
Email: ccampbell@starwoodland.com

And to:

Starwood Land Advisors, LLC  
6310 Capital Drive, Suite 130  
Lakewood Ranch, FL 34202  
Attention: CFO or CEO

**TO THE DISTRICT:**

Johnstown Farms Metropolitan District  
c/o White Bear Ankele Tanaka & Waldron

Attention: Blair Dickhoner, Esq.  
2154 East Commons Avenue, Suite 2000  
Centennial, Colorado 80122

**JOHNSTOWN FARMS METROPOLITAN DISTRICT**

***TO TOWN:***

**TOWN OF JOHNSTOWN**

Attention: TOWN MANAGER  
450 So. Parish  
P. O. Box 609  
Johnstown, CO 80534  
Facsimile: (970) 587-0141  
Email: rcello@townofjohnstown.com  
And to:

Avi S. Rocklin, Esq.  
Law Office of Avi S. Rocklin, LLC  
1437 N. Denver Avenue, No. 330  
Loveland, CO 80538  
Facsimile: (970) 797-1806  
Email: avi@rocklinlaw.com

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 pursuant to §§ 24-68-101, *et seq.*, C.R.S. for a period of three (3) years from the date of this Agreement.

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

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

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

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

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

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

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

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

*[ signature pages follow this page ]*

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 \_\_\_\_\_, 20\_\_\_\_.

**DEVELOPER:**

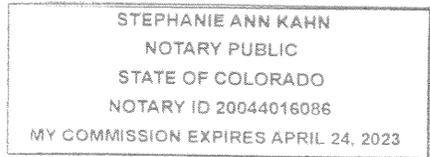
TF JOHNSTOWN FARMS, L.P., a Delaware limited partnership

By: [Signature]  
Name: Craig Campbell  
Title: Authorized Signatory

STATE OF COLORADO \_\_\_\_\_ )  
[CITY AND] COUNTY OF Adair ) ss:

The foregoing instrument was acknowledged before me as of the 13<sup>th</sup> day of November, 2019, by Craig Campbell, as Authorized Signatory of TF JOHNSTOWN FARMS, L.P., a Delaware limited partnership.

WITNESS my hand and official seal.



[Signature]  
Notary Public  
My Commission Expires: 4-24-2023

**TOWN:**

TOWN OF JOHNSTOWN, COLORADO, a home rule municipal corporation of the State of Colorado

By: \_\_\_\_\_  
Gary Lebsack, Mayor

ATTEST:

By: \_\_\_\_\_  
Diana Seele, Town Clerk

**APPROVED AS TO THE DISTRICT  
OBLIGATIONS CONTAINED IN  
PARAGRAPH 1 OF EXHIBIT B-3:**

**DISTRICT:**

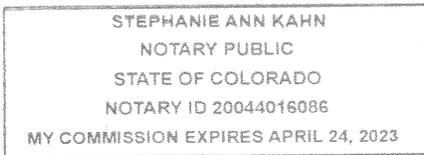
JOHNSTOWN FARMS METROPOLITAN  
DISTRICT, a quasi-municipal corporation and  
political subdivision of the State of Colorado

By: [Signature]  
Name: Craig Campbell  
Title: President

STATE OF COLORADO \_\_\_\_\_ )  
[CITY AND] COUNTY OF Windsor ) ss:

The foregoing instrument was acknowledged before me as of the 13<sup>th</sup> day of November, 2019, by Craig Campbell, as President of JOHNSTOWN FARMS METROPOLITAN DISTRICT.

WITNESS my hand and official seal.



[Signature]  
\_\_\_\_\_  
Notary Public

My 4-24-2023 Commission Expires:

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT  
FOR  
THE TOWN OF JOHNSTOWN  
(Johnstown Farms Filing No. 3)**

**EXHIBITS**

**TABLE OF CONTENTS**

<b>EXHIBIT A:</b>	Legal Description of the Property
<b>EXHIBIT B-1:</b>	Copy of Final Plat
<b>EXHIBIT B-2:</b>	Town Resolution Approving Development
<b>EXHIBIT B-3:</b>	Additional Terms, Conditions or Provisions
<b>EXHIBIT C:</b>	Schedule of Public Improvements
<b>EXHIBIT D:</b>	Irrevocable Letter of Credit Form
<b>EXHIBIT E:</b>	Notice (Approval of Final Plan/Plat and of Development Agreement)

2014

**EXHIBIT A**

**LEGAL DESCRIPTION  
(Property)**

(FOLLOWS THIS PAGE)

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SECTION 9;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°11'03" EAST A DISTANCE OF 1014.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD AS RECORDED IN BOOK 221, PAGE 72 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID WELD COUNTY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 36°08'54" EAST, A DISTANCE OF 101.74 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 62°56'25" WEST, A DISTANCE OF 71.96 FEET;

THENCE NORTH 46°04'50" WEST, A DISTANCE OF 124.78 FEET;

THENCE NORTH 61°02'08" WEST, A DISTANCE OF 96.44 FEET;

THENCE NORTH 38°13'50" EAST, A DISTANCE OF 97.60 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 84.23 FEET;

THENCE NORTH 34°32'15" WEST, A DISTANCE OF 252.50 FEET;

THENCE NORTH 68°44'13" EAST, A DISTANCE OF 104.57 FEET;

THENCE SOUTH 59°40'57" EAST, A DISTANCE OF 166.01 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 75.86 FEET;

THENCE NORTH 48°25'30" EAST, A DISTANCE OF 98.93 FEET;

THENCE NORTH 00°51'35" WEST, A DISTANCE OF 178.22 FEET;

THENCE NORTH 29°49'13" WEST, A DISTANCE OF 160.73 FEET;

THENCE SOUTH 86°13'22" WEST, A DISTANCE OF 210.38 FEET;

THENCE NORTH 39°39'32" EAST, A DISTANCE OF 314.41 FEET;

THENCE NORTH 30°51'09" WEST, A DISTANCE OF 193.10 FEET;

THENCE NORTH 22°16'35" EAST, A DISTANCE OF 164.82 FEET;

THENCE NORTH 18°23'04" WEST, A DISTANCE OF 163.95 FEET;

THENCE NORTH 38°14'03" EAST, A DISTANCE OF 293.89 FEET;

Q:\54818-37 - Johnstown Farms Filing No. 3\Legals\PARCEL A - PLAT.docx  
10/16/2019  
Sheet 1 of 4

THENCE NORTH 73°48'58" EAST, A DISTANCE OF 301.18 FEET;

THENCE NORTH 08°16'54" EAST, A DISTANCE OF 101.30 FEET;

THENCE NORTH 17°05'56" WEST, A DISTANCE OF 312.42 FEET;

THENCE NORTH 00°35'30" EAST, A DISTANCE OF 243.05 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

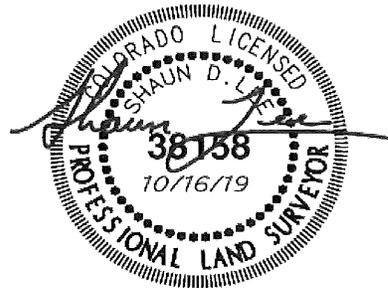
THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 177.69 FEET TO SAID WESTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES;

1. SOUTH 04°54'49" EAST, A DISTANCE OF 710.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1870.10 FEET;
2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 578.23 FEET, TO A POINT OF TANGENCY;
3. SOUTH 12°48'08" WEST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1870.10 FEET;
4. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 762.00 FEET, TO A POINT OF TANGENCY;
5. SOUTH 36°08'54" WEST, A DISTANCE OF 108.94 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 21.970 ACRES, (957,034 SQUARE FEET), MORE OR LESS.

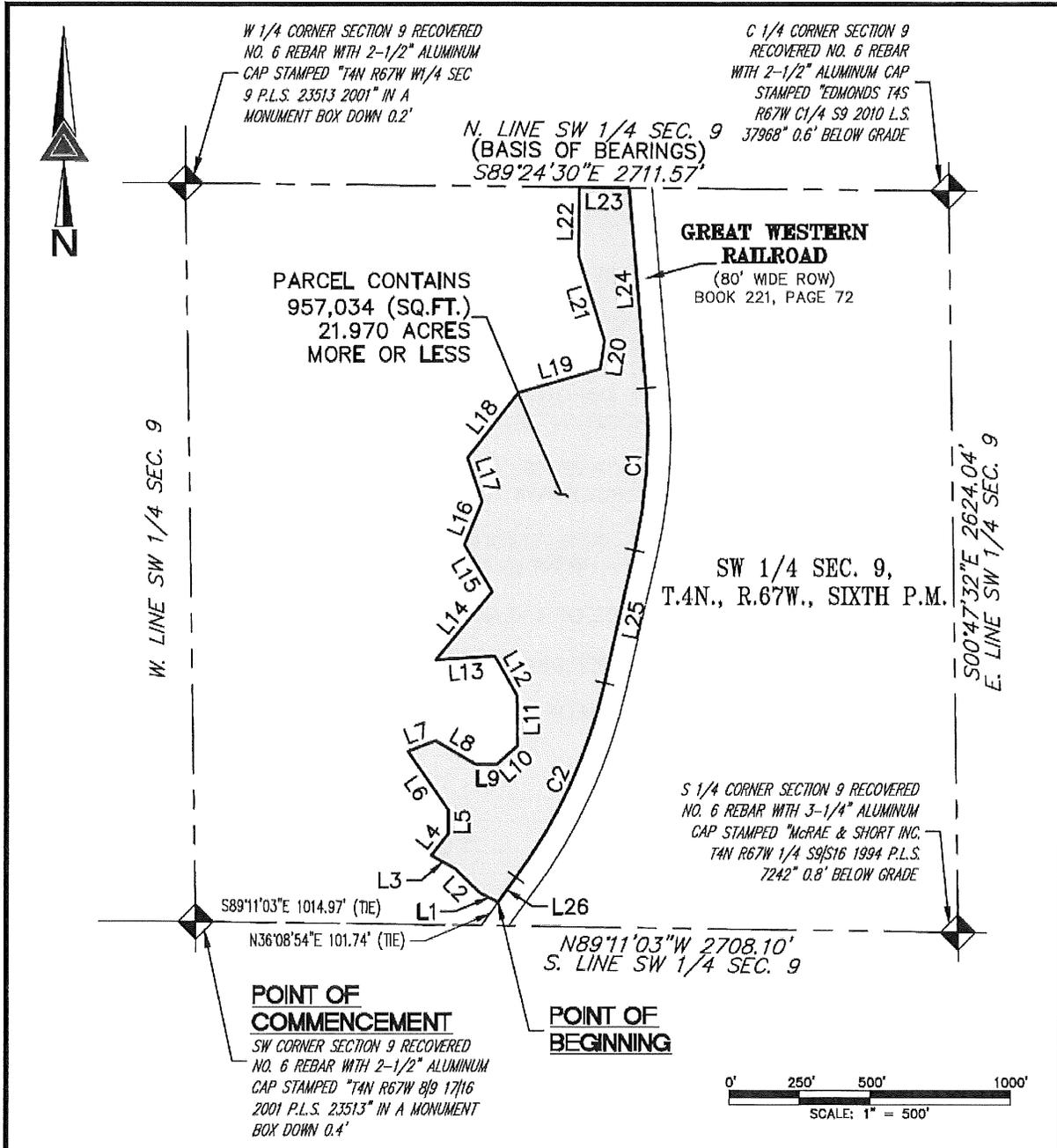
EXHIBIT ATTACHED AND MADE A PART HEREOF.



PREPARED BY:

SHAUN D. LEE, PLS 38158  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE. SUITE 1, LITTLETON CO 80122  
303.327.7488  
AZTEC JOB NO. 54818-37

# ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:  
DWG NAME: PARCEL A - PLAT.DWG  
DWG: CWB CHK: SDL  
DATE: 10/16/2019  
SCALE: 1" = 500'



301 East Mineral Ave.  
Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898  
Fax: (303)713-1897  
www.aztecconsultants.com

**ILLUSTRATION TO EXHIBIT A**  
SW 1/4 SEC. 9, T4N, R67W, 6TH P.M.  
WELD COUNTY, COLORADO  
JOB NUMBER 54818-37 3 OF 4 SHEETS

## ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	N62°56'25"W	71.96'
L2	N46°04'50"W	124.78'
L3	N61°02'08"W	96.44'
L4	N38°13'50"E	97.60'
L5	N00°00'00"E	84.23'
L6	N34°32'15"W	252.50'
L7	N68°44'13"E	104.57'
L8	S59°40'57"E	166.01'
L9	N90°00'00"E	75.86'
L10	N48°25'30"E	98.93'
L11	N00°51'35"W	178.22'
L12	N29°49'13"W	160.73'
L13	S86°13'22"W	210.38'
L14	N39°39'32"E	314.41'
L15	N30°51'09"W	193.10'
L16	N22°16'35"E	164.82'
L17	N18°23'04"W	163.95'
L18	N38°14'03"E	293.89'
L19	N73°48'58"E	301.18'
L20	N08°16'54"E	101.30'

LINE TABLE		
LINE	BEARING	LENGTH
L21	N17°05'56"W	312.42'
L22	N00°35'30"E	243.05'
L23	S89°24'30"E	177.69'
L24	S04°54'49"E	710.16'
L25	S12°48'08"W	482.40'
L26	S36°08'54"W	108.94'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	17°42'57"	1870.10'	578.23'
C2	23°20'46"	1870.10'	762.00'

NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: \_\_\_\_\_  
 DWG NAME: PARCEL A - PLAT.DWG  
 DWG: CWB      CHK: SDL  
 DATE: 10/16/2019  
 SCALE: N/A



300 East Mineral Ave,  
 Suite 1  
 Littleton, Colorado 80122  
 Phone: (303)713-1898  
 Fax: (303)713-1897  
 www.aztecconsultants.com

**ILLUSTRATION TO EXHIBIT A**  
 SW 1/4 SEC. 9, T4N, R67W, 6TH P.M.  
 WELD COUNTY, COLORADO

Q:\54818-37 - Johnstons Farms Filing No. 3\DWG\EXHIBITS

JOB NUMBER 54818-37

4 OF 4 SHEETS

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE CENTER QUARTER CORNER OF SAID SECTION 9, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 89°24'30" WEST, A DISTANCE OF 2,711.57 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SOUTH 00°47'32" EAST, A DISTANCE OF 2,624.04 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, NORTH 89°11'03" WEST, A DISTANCE OF 1,595.06 FEET TO THE EASTERLY LINE OF THAT PARCEL OF LAND RECORDED IN BOOK 221 AT PAGE 72 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID WELD COUNTY;

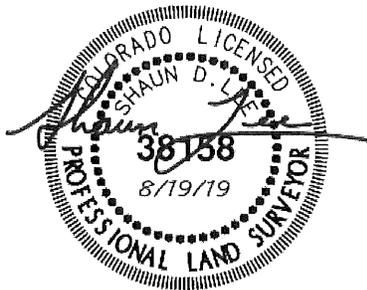
THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FIVE (5) COURSES:

1. NORTH 36°08'54" EAST, A DISTANCE OF 153.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,950.10 FEET;
2. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 794.60 FEET;
3. TANGENT TO SAID CURVE, NORTH 12°48'08" EAST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,950.10 FEET;
4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 602.97 FEET;
5. TANGENT TO SAID CURVE, NORTH 04°54'49" WEST, A DISTANCE OF 702.44 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 1,052.88 FEET TO THE **POINT OF BEGINNING**;

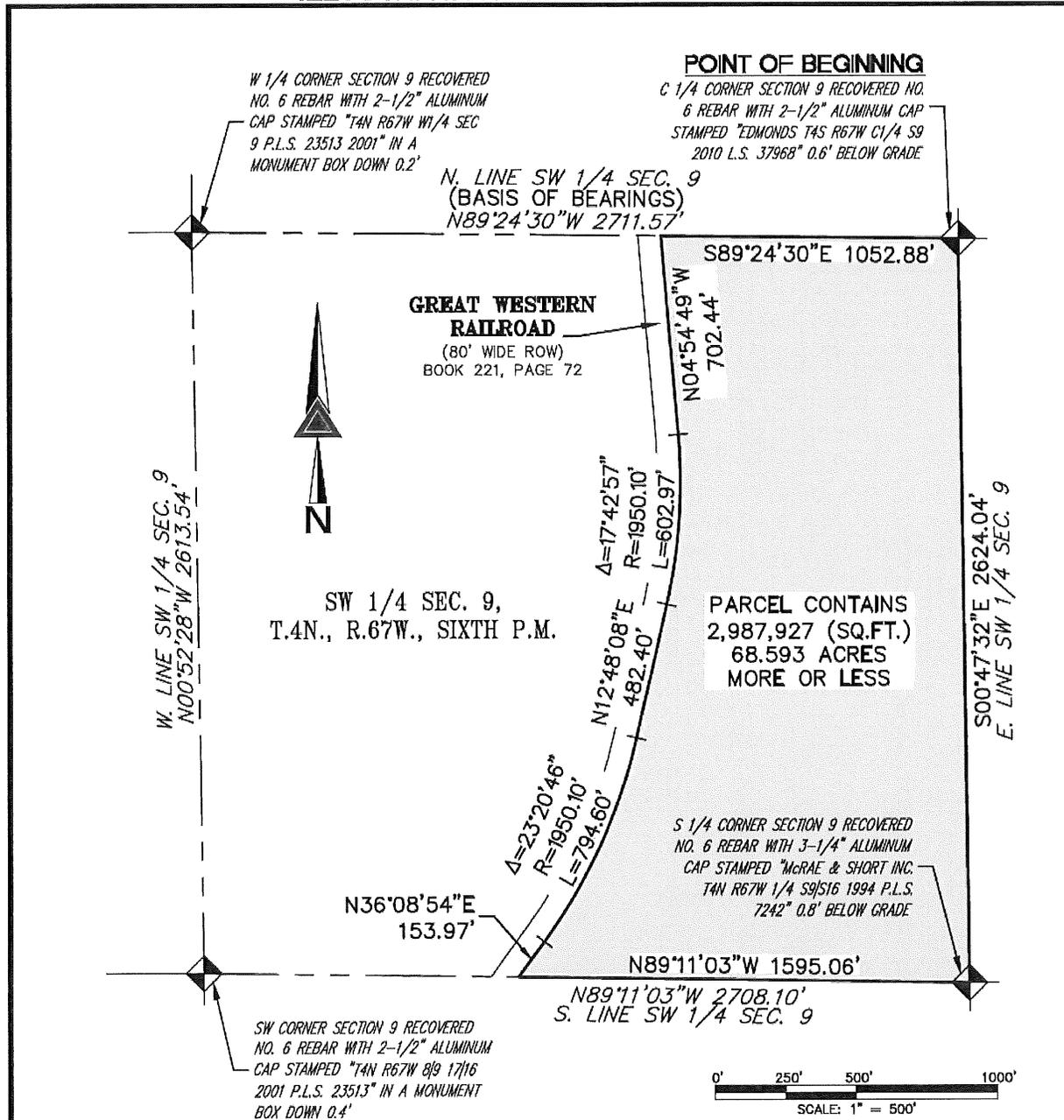
CONTAINING AN AREA OF 68.593 ACRES, (2,987,927 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



SHAUN D. LEE PLS NO. 38158  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122  
303-713-1898

# ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: \_\_\_\_\_  
 DWG NAME: **PARCEL B.DWG**  
 DWG: YM CHK: SDL  
 DATE: **8/16/2019**  
 SCALE: **1" = 500'**



300 East Mineral Ave,  
 Suite 1  
 Littleton, Colorado 80122  
 Phone: (303) 713-1898  
 Fax: (303) 713-1897  
 www.aztecconsultants.com

**PARCEL B**  
 SW 1/4 SEC. 9, T4N, R67W, 6TH P.M.  
 WELD COUNTY, COLORADO  
 JOB NUMBER 54818-37 2 of 2 SHEETS

**EXHIBIT B-1**  
**PLAT OR PLAN**  
(FOLLOWS THIS PAGE)

**EXHIBIT B-2**

**(RESOLUTION APPROVING PLAT OR PLAN)**

(FOLLOWS THIS PAGE)

## EXHIBIT B-3

### ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. **Inverted Siphon.** Developer shall construct a temporary inverted siphon per the approved construction plans for the sanitary sewer outfall serving the Development. Developer shall also install the gravity sanitary sewer main with the Phase 1 Improvements under the Little Thompson River per the approved construction plans. The inverted siphon shall be operated and maintained by the District and shall remain in service until the Town's future regional lift station is constructed or other means for accepting the flows from the Development is constructed by the Town or others. The District shall abandon the inverted siphon in place after flushing and removal of all sewerage and flow filling the abandoned section once the Town's regional outfall is constructed and the flows are transferred to the gravity sanitary sewer main. The District shall be required to monitor and maintain the inverted siphon until a minimum velocity of three feet per second can be achieved or the Town's regional improvements are operational and can be connected to, whichever occurs first; upon and after the occurrence of such event, the Town shall be required to monitor and maintain the inverted siphon. The Town shall continue to be responsible for all operation and maintenance of the Lift Station. The inverted siphon improvements referenced herein shall be completed, with Initial Acceptance provided by the Town, prior to the issuance of any building permits for the Development.

2. **Regional Sewer Improvements.** When appropriate, the Town requires developers to install collection mains or lift station improvements larger than needed to adequately serve the development in order to serve offsite properties and the Town would either reimburse the developer for the costs or provide a reimbursement agreement to the developer to recover such costs from future development. In lieu of this requirement, and because regional improvements are needed, the Town will be constructing regional improvements to the sewer system, including, but not limited to, improvements to the regional lift station located at or near the Johnstown Farms development and/or improvements involving other means for accepting the sewer flows from the Development ("Regional Improvements"). Developer shall pay the Town cash-in-lieu for a portion of the costs of the Regional Improvements in an amount equal to \$9,500 per single family home within the Development (the "Regional Improvements Fee"). The Town acknowledges and agrees that the Town intends to adopt and impose a generally applicable Regional Improvements Fee, in an amount to be determined by the Town, on all other future development of property located within the same sanitary sewer basin as the Property (the "Fee Ordinance"). The Town hereby agrees that Developer's payment of the Regional Improvements Fee shall fully satisfy Developer's obligations relating to the Regional Improvements and the Town hereby waives the Fee Ordinance with respect to the Property. Unless otherwise agreed by the Town Manager in writing, each Regional Improvements Fee shall be paid at the time of building permit issuance for the applicable single family home.

3. **Railroad Crossing for Weld County Road 46 ½.** Developer shall pay the Town cash-in-lieu in the amount of \$150,000.00 for the Town to construct future improvements to the existing railroad crossing of Weld County Road 46 ½ (the "Crossing Fee"). The Town hereby

agrees that Developer's payment of the Crossing Fee shall fully satisfy Developer's obligations relating to such railroad crossing. Unless otherwise agreed by the Town Manager in writing, the Crossing Fee shall be paid prior to the issuance of any building permits for the Development.

5. **Weld County Road 46 ½ Road Section.** Developer shall make improvements to Weld County Road 46 ½ pursuant to the approved Civil Engineering Construction Plans. Developer shall have no obligation or liability with respect to the construction of improvements to the Weld County Road 46 ½ bridge adjacent to the Property, and in lieu of such construction, shall pay the Town cash-in-lieu in the amount of \$275,000 for the Town to construct such future Weld County Road 46 ½ bridge improvements adjacent to the Property (the "Bridge Fee"). The Town hereby agrees that Developer's payment of the Bridge Fee shall fully satisfy Developer's and the Subject Property's (defined below) obligations relating to improvements to such bridge. Unless otherwise agreed by the Town Manager in writing, the Bridge Fee shall be paid prior to the Town's Initial Acceptance of the Public Improvements.

6. **Electric Utility Weld County Road 46 ½.** As part of the Public Improvements, Developer shall underground the electric utility on the south side of Weld County Road 46 ½ adjacent to the Property.

7. **Regional Sidewalk Connectivity.** Connectivity of a regional trail system is a priority for the Town and, accordingly, the Developer shall construct, in accordance with the approved Civil Engineering Construction Plans, a continuous sidewalk along the southern one-half of the Weld County Road 46 ½ adjacent to the Property, which includes Tract A of the Property, as part of the Public Improvements. The Town, at its sole expense, shall promptly repair any damage to such sidewalk resulting from the Town's Weld County Road 46 ½ roadway and bridge construction.

8. **Subject Property.** For purposes of Paragraph 5 of this Exhibit B-3, the Subject Property shall mean and include the following real property:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, EXCEPTING THEREFROM THAT PARCEL RECORDED IN BOOK 221 AT PAGE 72; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL A:**

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 9, WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 9, BEARS SOUTH 89°24'30" EAST, A DISTANCE OF 2711.57 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SOUTH 89°24'30" EAST, A DISTANCE OF 1,578.31 FEET TO THE WESTERLY LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 221 AT PAGE 72;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 04°54'49" EAST, A DISTANCE OF 710.16 FEET TO THE TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,870.10 FEET;
  2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 578.23 FEET;
  3. TANGENT TO SAID CURVE, SOUTH 12°48'08" WEST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,870.10 FEET;
  4. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 762.00 FEET;
  5. TANGENT TO SAID CURVE SOUTH 36°08'54" WEST, A DISTANCE OF 210.68 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;
- THENCE ALONG SAID SOUTH LINE, NORTH 89°11'03" WEST, A DISTANCE OF 1014.97 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9;
- THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, NORTH 00°52'28" WEST, A DISTANCE OF 2613.54 FEET TO THE POINT OF BEGINNING;
- CONTAINING AN AREA OF 3,886,785 SQUARE FEET OR 89.228 ACRES, MORE OR LESS.

TOGETHER WITH;

PARCEL B:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 9, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 9, BEARS NORTH 89°24'30" WEST, A DISTANCE OF 2711.57 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SOUTH 00°47'32" EAST, A DISTANCE OF 2624.04 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, NORTH 89°11'03" WEST, A DISTANCE OF 1595.06 FEET TO THE EASTERLY LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 221 AT PAGE 72;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FIVE (5) COURSES:

1. THENCE NORTH 36°08'54" EAST, A DISTANCE OF 153.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,950.10 FEET;
2. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 794.60 FEET;
3. TANGENT TO SAID CURVE, NORTH 12°48'08" EAST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,950.10 FEET;
4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 602.97 FEET;

5. TANGENT TO SAID CURVE, NORTH 04°54'49" WEST, A DISTANCE OF 702.44 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 1052.88 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 2,987,927 SQUARE FEET OR 68.593 ACRES, MORE OR LESS.

PARCELS A AND B CONTAINING A TOTAL AREA OF 6,874,712 SQUARE FEET OR 157.821 ACRES, MORE OR LESS.

**EXHIBIT C**  
**SCHEDULE OF PUBLIC IMPROVEMENTS**  
(FOLLOWS THIS PAGE)



**Johnstown Farms Filing 3**  
**Public Improvements - Phase 1 - 60' Lots**  
**Opinion of Probable Cost Estimate**  
 October 22, 2019  
 JN: 18012.02

	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
<b>Storm Sewer</b>						
18" RCP (0-8' depth)	572	LF	\$65.00	\$16,737	\$20,456	\$37,193
24" RCP (0-8' depth)	747	LF	\$85.00	\$28,577	\$34,927	\$63,504
30" RCP (0-8' depth)	54	LF	\$105.00	\$2,570	\$3,142	\$5,712
36" RCP (0-8' depth)	739	LF	\$125.00	\$41,569	\$50,806	\$92,375
48" RCP (0-8' depth)	289	LF	\$175.00	\$22,735	\$27,787	\$50,523
38X24" HERCP (0-8' depth)	216	LF	\$120.00	\$11,680	\$14,276	\$25,956
4' Dia. Manhole	3	EA	\$3,750.00	\$5,063	\$6,188	\$11,250
5' Dia. Manhole	9	EA	\$5,000.00	\$20,250	\$24,750	\$45,000
Box Base Manhole	2	EA	\$18,000.00	\$16,200	\$19,800	\$36,000
5' Type 'R' Inlet	1	EA	\$6,000.00	\$2,700	\$3,300	\$6,000
10' Type 'R' Inlet	5	EA	\$8,500.00	\$19,125	\$23,375	\$42,500
20' Type 'R' Inlet	2	EA	\$18,000.00	\$16,200	\$19,800	\$36,000
48" Flared End Section	1	EA	\$4,000.00	\$1,800	\$2,200	\$4,000
Type 'C' Inlet	2	EA	\$4,500.00	\$4,050	\$4,950	\$9,000
Pond Outlet Structure	25.8	CY	\$950.00	\$11,030	\$13,481	\$24,510
Type 'L' Rip Rap	298	CY	\$85.00	\$11,399	\$13,932	\$25,330
Type 'M' Rip Rap	58.1	CY	\$105.00	\$2,748	\$3,358	\$6,106
Spillway Crest	8.5	CY	\$950.00	\$3,634	\$4,441	\$8,075
Gravel Service Access Road (6" Thick)	121	SY	\$7.00	\$383	\$468	\$850
100 Year Overflow Box	1	EA	\$25,000.00	\$11,250	\$13,750	\$25,000
Forebay A1	15	CY	\$950.00	\$6,455	\$7,890	\$14,345
Forebay A2	4.2	CY	\$950.00	\$1,796	\$2,195	\$3,990
Rectangular Trickle Channel	132	LF	\$40.00	\$2,376	\$2,904	\$5,280
V Trickle Channel	91.0	LF	\$20.00	\$819	\$1,001	\$1,820
<b>Storm Sewer Subtotal</b>				<b>\$261,143</b>	<b>\$319,175</b>	<b>\$580,319</b>

	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
<b>Water</b>						
Connect to Existing Main	2	EA	\$3,000.00	\$2,700	\$3,300	\$6,000
Fire Hydrant Assembly	8	EA	\$6,750.00	\$24,300	\$29,700	\$54,000
6" CL200 DR 14	218	LF	\$36.00	\$3,532	\$4,316	\$7,848
8" CL200 DR 14	5,302	LF	\$39.00	\$93,050	\$113,728	\$206,778
10" CL200 DR 14	2,577	LF	\$46.00	\$53,344	\$65,198	\$118,542
12" CL200 DR 14	40	LF	\$53.00	\$954	\$1,166	\$2,120
8" - 11 1/4" Bend w/ Kick Block	15	EA	\$550.00	\$3,713	\$4,538	\$8,250
8" - 22 1/2" Bend w/ Kick Block	1	EA	\$550.00	\$248	\$303	\$550
8" - 45° Bend w/ Kick Block	2	EA	\$550.00	\$495	\$605	\$1,100
10" - 45° Bend w/ Kick Block	3	EA	\$650.00	\$878	\$1,073	\$1,950
10" - 11° Bend w/ Kick Block	3	EA	\$650.00	\$878	\$1,073	\$1,950
10" - 22° Bend w/ Kick Block	1	EA	\$650.00	\$293	\$358	\$650
10" - 45° Bend w/ Kick Block	3	EA	\$650.00	\$878	\$1,073	\$1,950
10" - 90° Bend w/ Kick Block	3	EA	\$650.00	\$878	\$1,073	\$1,950
10"x8" Reducer	2	EA	\$650.00	\$585	\$715	\$1,300
8" Cross Fitting	1	EA	\$750.00	\$338	\$413	\$750



**Johnstown Farms Filing 3**  
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8" x 8" Tee Fitting	1	EA	\$750.00	\$338	\$413	\$750
8" x 6" Tee Fitting	5	EA	\$650.00	\$1,463	\$1,788	\$3,250
10"x6" Tee Structure	3	EA	\$800.00	\$1,080	\$1,320	\$2,400
12"x8" Tee Structure	1	EA	\$950.00	\$428	\$523	\$950
8" Gate Valve	24	EA	\$1,850.00	\$19,980	\$24,420	\$44,400
10" Gate Valve	12	EA	\$2,500.00	\$13,500	\$16,500	\$30,000
12" Gate Valve	2	EA	\$3,250.00	\$2,925	\$3,575	\$6,500
10" Plug w/ Kick Block	1	EA	\$850.00	\$383	\$468	\$850
3/4" Water Service w/ Meter Pit	53	EA	\$1,900.00	\$45,315	\$55,385	\$100,700
Pressure Testing	8,137	LF	\$0.80	\$2,929	\$3,580	\$6,510
2" Irrigation Tap & Vault	1	EA	\$7,500.00	\$3,375	\$4,125	\$7,500
Water Bore & Casing	430	LF	\$350.00	\$67,725	\$82,775	\$150,500
Water Lowering	2	EA	\$3,500.00	\$3,150	\$3,850	\$7,000
20" Ductile Iron Pipe	180	LF	\$250.00	\$20,250	\$24,750	\$45,000
Foam Insulation	9	EA	\$500.00	\$2,025	\$2,475	\$4,500
			<b>Water Subtotal</b>	<b>\$369,899</b>	<b>\$452,099</b>	<b>\$821,998</b>

	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	COST
<b>Sanitary Sewer</b>						
Connect to Existing Main	1	EA	\$2,000.00	\$900	\$1,100	\$2,000
8" SDR-35 PVC (0-15' depth)	4,420	LF	\$36.00	\$71,604	\$87,516	\$159,120
Extra Depth San (15'-18' depth) pipe size 8"	746	LF	\$40.00	\$13,428	\$16,412	\$29,840
4' Dia. Manhole (0-12' Depth)	8	EA	\$3,500.00	\$12,600	\$15,400	\$28,000
4' Dia. Manhole (12-16' Depth)	26	EA	\$7,500.00	\$87,750	\$107,250	\$195,000
4' Dia. Manhole (16-20' Depth)	1	EA	\$10,000.00	\$4,500	\$5,500	\$10,000
4' Dia. Manhole (20-24' Depth)	1	EA	\$12,000.00	\$5,400	\$6,600	\$12,000
6' Dia. Manhole (0-12' Depth)	1	EA	\$10,000.00	\$4,500	\$5,500	\$10,000
6' Dia. Manhole (12-16' Depth)	0	EA	\$14,000.00	\$0	\$0	\$0
4" Service w/ wye, cap, bend	86	EA	\$1,400.00	\$54,180	\$66,220	\$120,400
Inverted Siphon Pipe & Casings	219	LF	\$350.00	\$34,414	\$42,061	\$76,475
60" x 60" CDOT Box Base MH	2	EA	\$15,000.00	\$13,500	\$16,500	\$30,000
4" PVC - Inverted Siphon	109	LF	\$35.00	\$1,721	\$2,103	\$3,824
6" PVC - Inverted Siphon	109	LF	\$45.00	\$2,212	\$2,704	\$4,916
27" PVC	10	LF	\$200.00	\$900	\$1,100	\$2,000
Sanitary Encasement	1	EA	\$1,500.00	\$675	\$825	\$1,500
			<b>Sanitary Sewer Subtotal</b>	<b>\$307,609</b>	<b>\$375,966</b>	<b>\$683,575</b>



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<b>Street Improvements</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>ESTIMATED MATERIAL COST</b>	<b>ESTIMATED LABOR COST</b>	<b>TOTAL COST</b>
Mountable Curb Gutter & Sidewalk	5,502	LF	\$32.00	\$79,232	\$96,839	\$176,070
Subgrade Prep (Mountable Curb, Gutter, Walk)	4,585	SY	\$2.50	\$5,158	\$6,305	\$11,463
Vertical 6" Curb & Gutter	1,640	LF	\$18.00	\$13,285	\$16,237	\$29,522
Subgrade Prep (Vertical Curb & Gutter)	273	SY	\$2.50	\$308	\$376	\$683
Asphalt (Full depth - 6" section)	61,052	SY-IN	\$4.00	\$109,894	\$134,315	\$244,208
Asphalt (6" section) - WCR 46 1/2	32,277	SY-IN	\$4.00	\$58,099	\$71,010	\$129,109
Base Course (6" Section - WCR 46 1/2)	5,380	SY	\$7.00	\$16,945	\$20,711	\$37,657
Subgrade Prep - Asphalt	10,175	SY	\$2.50	\$11,447	\$13,991	\$25,438
Subgrade Prep - Asphalt (WCR 46 1/2)	5,380	SY	\$2.50	\$6,052	\$7,397	\$13,449
6' Concrete Crossspan	4	EA	\$3,500.00	\$6,300	\$7,700	\$14,000
Subgrade Prep for Crossspans	6	EA	\$400.00	\$1,080	\$1,320	\$2,400
10' Concrete Crossspan	2	EA	\$4,500.00	\$4,050	\$4,950	\$9,000
4' Concrete Walk (6" thick)	848	SF	\$5.25	\$2,003	\$2,448	\$4,452
10' Concrete Walk (6" thick)	10,010	SF	\$5.25	\$23,648	\$28,903	\$52,551
Subgrade Prep - Concrete Walk	10,858	SF	\$2.00	\$9,772	\$11,943	\$21,715
Handicap Ramp	17	EA	\$1,250.00	\$9,563	\$11,688	\$21,250
Handicap Ramp (Mid Block)	4	EA	\$1,250.00	\$2,250	\$2,750	\$5,000
Signage	18	EA	\$650.00	\$5,265	\$6,435	\$11,700
Street Light (Local)	7	EA	\$4,000.00	\$12,600	\$15,400	\$28,000
Street Light (Collector)	2	EA	\$7,500.00	\$6,750	\$8,250	\$15,000
Final Adjust Manholes (12" or less)	48	EA	\$550.00	\$11,880	\$14,520	\$26,400
Final Adjust Valve Boxes	35	EA	\$275.00	\$4,331	\$5,294	\$9,625
Striping	1	LS	\$15,000.00	\$6,750	\$8,250	\$15,000
Type VII Barricade	44	LF	\$250.00	\$4,960	\$6,063	\$11,023
			<b>Street Subtotal</b>	<b>\$411,622</b>	<b>\$503,094</b>	<b>\$914,715</b>
			<b>Total Cost</b>	<b>\$1,350,273</b>	<b>\$1,650,333</b>	<b>\$3,000,607</b>

**Notes:**

The above costs and quantities are approximate for estimating purposes.



**Johnstown Farms Filing 3**  
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<b>Water</b>	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Fire Hydrant Assembly	4	EA	\$6,750.00	\$12,150	\$14,850	\$27,000
6" CL200 DR 14	96	LF	\$36.00	\$1,555	\$1,901	\$3,456
8" CL200 DR 14	1,412	LF	\$39.00	\$24,781	\$30,287	\$55,068
8" - 11 ¼" Bend w/ Kick Block	5	EA	\$550.00	\$1,238	\$1,513	\$2,750
8" x 8" Tee Fitting	2	EA	\$750.00	\$675	\$825	\$1,500
8" x 6" Tee Fitting	4	EA	\$650.00	\$1,170	\$1,430	\$2,600
8" Gate Valve	10	EA	\$1,850.00	\$8,325	\$10,175	\$18,500
¾" Water Service w/ Meter Pit	51	EA	\$1,900.00	\$43,605	\$53,295	\$96,900
Pressure Testing	1,508	LF	\$0.80	\$543	\$664	\$1,206
2" Irrigation Tap & Vault	1	EA	\$7,500.00	\$3,375	\$4,125	\$7,500
<b>Water Subtotal</b>				<b>\$97,416</b>	<b>\$119,064</b>	<b>\$216,480</b>

<b>Sanitary Sewer</b>	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
8" SDR-35 PVC (0-15' depth)	1,378	LF	\$36.00	\$22,324	\$27,284	\$49,608
4" Dia. Manhole (0-12' Depth)	8	EA	\$3,500.00	\$12,600	\$15,400	\$28,000
4" Service w/ wye, cap, bend	49	EA	\$1,400.00	\$30,870	\$37,730	\$68,600
<b>Sanitary Sewer Subtotal</b>				<b>\$65,794</b>	<b>\$80,414</b>	<b>\$146,208</b>

<b>Street Improvements</b>	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Mountable Curb Gutter & Sidewalk	3,321	LF	\$32.00	\$47,823	\$58,450	\$106,274
Subgrade Prep (Mountable Curb, Gutter, Walk)	2,768	SY	\$2.50	\$3,113	\$3,805	\$6,919
Subgrade Prep for Outfall Curb & Gutter	1	SY	\$2.50	\$1	\$1	\$3
Asphalt (Full depth - 6" section)	36,433	SY-IN	\$4.00	\$65,579	\$80,153	\$145,732
Subgrade Prep - Asphalt	6,072	SY	\$2.50	\$6,831	\$8,349	\$15,180
6' Concrete Crossspan	1	EA	\$3,500.00	\$1,575	\$1,925	\$3,500
Subgrade Prep for Crossspans	1	EA	\$400.00	\$180	\$220	\$400
Handicap Ramp	4	EA	\$1,250.00	\$2,250	\$2,750	\$5,000
Handicap Ramp (Mid Block)	2	EA	\$1,250.00	\$1,125	\$1,375	\$2,500
Signage	2	EA	\$650.00	\$585	\$715	\$1,300
Street Light (Local)	2	EA	\$4,000.00	\$3,600	\$4,400	\$8,000
Final Adjust Manholes (12" or less)	9	EA	\$550.00	\$2,228	\$2,723	\$4,950
Final Adjust Valve Boxes	21	EA	\$275.00	\$2,599	\$3,176	\$5,775
<b>Street Subtotal</b>				<b>\$137,490</b>	<b>\$168,043</b>	<b>\$305,533</b>

**Total Cost      \$300,699      \$367,521      \$668,221**

**Notes:**  
 The above costs and quantities are approximate for estimating purposes.



**Johnstown Farms Filing 3**  
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	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
<b>Storm Sewer</b>						
18" RCP (0-8' depth)	167	LF	\$65.00	\$4,894	\$5,981	\$10,875
24" RCP (0-8' depth)	53	LF	\$85.00	\$2,035	\$2,487	\$4,522
30" RCP (0-8' depth)	41	LF	\$105.00	\$1,945	\$2,378	\$4,323
36" RCP (0-8' depth)	994	LF	\$125.00	\$55,884	\$68,303	\$124,188
45x29" HERCP (0-8' depth)	101	LF	\$180.00	\$8,157	\$9,969	\$18,126
4' Dia. Manhole	2	EA	\$3,750.00	\$3,375	\$4,125	\$7,500
5' Dia. Manhole	6	EA	\$5,000.00	\$13,500	\$16,500	\$30,000
6' Dia. Manhole	1	EA	\$7,000.00	\$3,150	\$3,850	\$7,000
Box Base Manhole	1	EA	\$18,000.00	\$8,100	\$9,900	\$18,000
5' Type 'R' Inlet	1	EA	\$6,000.00	\$2,700	\$3,300	\$6,000
10' Type 'R' Inlet	1	EA	\$8,500.00	\$3,825	\$4,675	\$8,500
15' Type 'R' Inlet	2	EA	\$12,500.00	\$11,250	\$13,750	\$25,000
20' Type 'R' Inlet	1	EA	\$18,000.00	\$8,100	\$9,900	\$18,000
Type 'C' Inlet	1	EA	\$4,500.00	\$2,025	\$2,475	\$4,500
			<b>Storm Sewer Subtotal</b>	<b>\$128,940</b>	<b>\$157,593</b>	<b>\$286,534</b>
<b>Water</b>						
Fire Hydrant Assembly	3	EA	\$6,750.00	\$9,113	\$11,138	\$20,250
6" CL200 DR 14	57	LF	\$36.00	\$923	\$1,129	\$2,052
8" CL200 DR 14	2,059	LF	\$39.00	\$36,135	\$44,166	\$80,301
8" - 11 1/4" Bend w/ Kick Block	7	EA	\$550.00	\$1,733	\$2,118	\$3,850
8" - 45" Bend w/ Kick Block	2	EA	\$550.00	\$495	\$605	\$1,100
8" x 8" Tee Fitting	4	EA	\$750.00	\$1,350	\$1,650	\$3,000
8" x 6" Tee Fitting	3	EA	\$650.00	\$878	\$1,073	\$1,950
8" Gate Valve	7	EA	\$1,850.00	\$5,828	\$7,123	\$12,950
3/4" Water Service w/ Meter Pit	66	EA	\$1,900.00	\$56,430	\$68,970	\$125,400
Pressure Testing	2,116	LF	\$0.80	\$762	\$931	\$1,693
Foam Insulation	3	EA	\$500.00	\$675	\$825	\$1,500
			<b>Water Subtotal</b>	<b>\$114,321</b>	<b>\$139,725</b>	<b>\$254,046</b>
<b>Sanitary Sewer</b>						
8" SDR-35 PVC (0-15' depth)	1,913	LF	\$36.00	\$30,997	\$37,886	\$68,883
4' Dia. Manhole (0-12' Depth)	6	EA	\$3,500.00	\$9,450	\$11,550	\$21,000
4' Dia. Manhole (12-16' Depth)	6	EA	\$7,500.00	\$20,250	\$24,750	\$45,000
4" Service w/ wye, cap, bend	38	EA	\$1,400.00	\$23,940	\$29,260	\$53,200
			<b>Sanitary Sewer Subtotal</b>	<b>\$84,637</b>	<b>\$103,446</b>	<b>\$188,083</b>



**Johnstown Farms Filing 3**  
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<b>Street Improvements</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>ESTIMATED MATERIAL COST</b>	<b>ESTIMATED LABOR COST</b>	<b>TOTAL COST</b>
Mountable Curb Gutter & Sidewalk	5,792	LF	\$32.00	\$83,401	\$101,935	\$185,336
Subgrade Prep (Mountable Curb, Gutter, Walk)	4,826	SY	\$2.50	\$5,430	\$6,636	\$12,066
Subgrade Prep for Outfall Curb & Gutter	1	SY	\$2.50	\$1	\$1	\$3
Asphalt (Full depth - 6" section)	64,348	SY-IN	\$4.00	\$115,827	\$141,566	\$257,393
Subgrade Prep - Asphalt	10,725	SY	\$2.50	\$12,065	\$14,746	\$26,812
Handicap Ramp	6	EA	\$1,250.00	\$3,375	\$4,125	\$7,500
Handicap Ramp (Mid Block)	3	EA	\$1,250.00	\$1,688	\$2,063	\$3,750
Signage	5	EA	\$650.00	\$1,463	\$1,788	\$3,250
Street Light (Local)	4	EA	\$4,000.00	\$7,200	\$8,800	\$16,000
Final Adjust Manholes (12" or less)	14	EA	\$550.00	\$3,465	\$4,235	\$7,700
Final Adjust Valve Boxes	9	EA	\$275.00	\$1,114	\$1,361	\$2,475
			<b>Street Subtotal</b>	<b>\$235,028</b>	<b>\$287,266</b>	<b>\$522,285</b>
			<b>Total Cost</b>	<b>\$562,925</b>	<b>\$688,020</b>	<b>\$1,250,948</b>



**Johnstown Farms Filing 3**  
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<b>Water</b>	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Fire Hydrant Assembly	3	EA	\$6,750.00	\$9,113	\$11,138	\$20,250
6" CL200 DR 14	63	LF	\$36.00	\$1,021	\$1,247	\$2,268
8" CL200 DR 14	2321	LF	\$39.00	\$40,734	\$49,785	\$90,519
8" - 11 1/2" Bend w/ Kick Block	2	EA	\$550.00	\$495	\$605	\$1,100
8" - 45" Bend w/ Kick Block	2	EA	\$550.00	\$495	\$605	\$1,100
8" x 8" Tee Fitting	2	EA	\$750.00	\$675	\$825	\$1,500
8" x 6" Tee Fitting	3	EA	\$650.00	\$878	\$1,073	\$1,950
8" Gate Valve	11	EA	\$1,850.00	\$9,158	\$11,193	\$20,350
3/4" Water Service w/ Meter Pit	71	EA	\$1,900.00	\$60,705	\$74,195	\$134,900
Pressure Testing	2,384	LF	\$0.80	\$858	\$1,049	\$1,907
Foam Insulation	1	EA	\$500.00	\$225	\$275	\$500
<b>Water Subtotal</b>				<b>\$124,355</b>	<b>\$151,989</b>	<b>\$276,344</b>
<b>Sanitary Sewer</b>	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
8" SDR-35 PVC (0-15' depth)	2,131	LF	\$36.00	\$34,522	\$42,194	\$76,716
4' Dia. Manhole (0-12' Depth)	7	EA	\$3,500.00	\$11,025	\$13,475	\$24,500
4' Dia. Manhole (12-16' Depth)	2	EA	\$7,500.00	\$6,750	\$8,250	\$15,000
4" Service w/ wye, cap, bend	68	EA	\$1,400.00	\$42,840	\$52,360	\$95,200
<b>Sanitary Sewer Subtotal</b>				<b>\$95,137</b>	<b>\$116,279</b>	<b>\$211,416</b>
<b>Street Improvements</b>	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Mountable Curb Gutter & Sidewalk	4,201	LF	\$32.00	\$60,501	\$73,945	\$134,446
Subgrade Prep (Mountable Curb, Gutter, Walk)	3,501	SY	\$2.50	\$3,939	\$4,814	\$8,753
Vertical 6" Curb & Gutter	0	LF	\$18.00	\$0	\$0	\$0
Asphalt (Full depth - 6" section)	46,771	SY-IN	\$4.00	\$84,187	\$102,896	\$187,083
Subgrade Prep - Asphalt	7,795	SY	\$2.50	\$8,770	\$10,718	\$19,488
Handicap Ramp	4	EA	\$1,250.00	\$2,250	\$2,750	\$5,000
Handicap Ramp (Mid Block)	2	EA	\$1,250.00	\$1,125	\$1,375	\$2,500
Signage	4	EA	\$650.00	\$1,170	\$1,430	\$2,600
Street Light (Local)	4	EA	\$4,000.00	\$7,200	\$8,800	\$16,000
Final Adjust Manholes (12" or less)	10	EA	\$550.00	\$2,475	\$3,025	\$5,500
Final Adjust Valve Boxes	10	EA	\$275.00	\$1,238	\$1,513	\$2,750
<b>Street Subtotal</b>				<b>\$172,854</b>	<b>\$211,266</b>	<b>\$384,120</b>
<b>Total Cost</b>				<b>\$392,346</b>	<b>\$479,534</b>	<b>\$871,880</b>

**Notes:**

The above costs and quantities are approximate for estimating purposes.

**Johnstown Farms Filing 3**  
**Public Improvements - Summary**  
**Opinion of Probable Cost Estimate**  
October 22, 2019  
JN: 18012.02

	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
<b>Storm Sewer</b>						
18" RCP (0-8' depth)	740	LF	\$65	\$21,630	\$26,437	\$48,068
24" RCP (0-8' depth)	800	LF	\$85	\$30,611	\$37,414	\$68,026
30" RCP (0-8' depth)	96	LF	\$105	\$4,516	\$5,519	\$10,035
36" RCP (0-8' depth)	1733	LF	\$125	\$97,453	\$119,109	\$216,563
48" RCP (0-8' depth)	289	LF	\$175	\$22,735	\$27,787	\$50,523
38X24" HERCP (0-8' depth)	216	LF	\$120	\$11,680	\$14,276	\$25,956
45x29" HERCP (0-8' depth)	101	LF	\$180	\$8,157	\$9,969	\$18,126
4' Dia. Manhole	5	EA	\$3,750	\$8,438	\$10,313	\$18,750
5' Dia. Manhole	15	EA	\$5,000	\$33,750	\$41,250	\$75,000
6' Dia. Manhole	1	EA	\$7,000	\$3,150	\$3,850	\$7,000
Box Base Manhole	3	EA	\$18,000	\$24,300	\$29,700	\$54,000
5' Type 'R' Inlet	2	EA	\$6,000	\$5,400	\$6,600	\$12,000
10' Type 'R' Inlet	6	EA	\$8,500	\$22,950	\$28,050	\$51,000
15' Type 'R' Inlet	2	EA	\$12,500	\$11,250	\$13,750	\$25,000
20' Type 'R' Inlet	3	EA	\$18,000	\$24,300	\$29,700	\$54,000
48" Flared End Section	1	EA	\$4,000	\$1,800	\$2,200	\$4,000
Type 'C' Inlet	3	EA	\$4,500	\$6,075	\$7,425	\$13,500
Pond Outlet Structure	26	CY	\$950	\$11,030	\$13,481	\$24,510
Type 'L' Rip Rap	298	CY	\$85	\$11,399	\$13,932	\$25,330
Type 'M' Rip Rap	58	CY	\$105	\$2,748	\$3,358	\$6,106
Spillway Crest	9	CY	\$950	\$3,634	\$4,441	\$8,075
Gravel Service Access Road (6" Thick)	121	SY	\$7	\$383	\$468	\$850
100 Year Overflow Box	1	EA	\$25,000	\$11,250	\$13,750	\$25,000
Forebay A1	15	CY	\$950	\$6,455	\$7,890	\$14,345
Forebay A2	4	CY	\$950	\$1,796	\$2,195	\$3,990
Rectangular Trickle Channel	132	LF	\$40	\$2,376	\$2,904	\$5,280
V Trickle Channel	91	LF	\$20	\$819	\$1,001	\$1,820
				<b>\$390,083</b>	<b>\$476,768</b>	<b>\$866,853</b>

	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
<b>Water</b>						
Connect to Existing Main	2	EA	\$3,000	\$2,700	\$3,300	\$6,000
Fire Hydrant Assembly	18	EA	\$6,750	\$54,675	\$66,825	\$121,500
6" CL200 DR 14	434	LF	\$36	\$7,031	\$8,593	\$15,624
8" CL200 DR 14	11094	LF	\$39	\$194,700	\$237,966	\$432,666
10" CL200 DR 14	2577	LF	\$46	\$53,344	\$65,198	\$118,542
12" CL200 DR 14	40	LF	\$53	\$954	\$1,166	\$2,120
8" - 11 1/4" Bend w/ Kick Block	29	EA	\$550	\$7,178	\$8,773	\$15,950
8" - 22 1/2" Bend w/ Kick Block	1	EA	\$550	\$248	\$303	\$550
8" - 45" Bend w/ Kick Block	6	EA	\$550	\$1,485	\$1,815	\$3,300
10" - 45" Bend w/ Kick Block	3	EA	\$650	\$878	\$1,073	\$1,950
10" - 11" Bend w/ Kick Block	3	EA	\$650	\$878	\$1,073	\$1,950
10" - 22" Bend w/ Kick Block	1	EA	\$650	\$293	\$358	\$650



**Johnstown Farms Filing 3**  
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10" - 45° Bend w/ Kick Block	3	EA	\$650	\$878	\$1,073	\$1,950
10" - 90° Bend w/ Kick Block	3	EA	\$650	\$878	\$1,073	\$1,950
10"x8" Reducer	2	EA	\$650	\$585	\$715	\$1,300
8" Cross Fitting	1	EA	\$750	\$338	\$413	\$750
8" x 8" Tee Fitting	9	EA	\$750	\$3,038	\$3,713	\$6,750
8" x 6" Tee Fitting	15	EA	\$650	\$4,388	\$5,363	\$9,750
10"x6" Tee Structure	3	EA	\$800	\$1,080	\$1,320	\$2,400
12"x8" Tee Structure	1	EA	\$950	\$428	\$523	\$950
8" Gate Valve	52	EA	\$1,850	\$43,290	\$52,910	\$96,200
10" Gate Valve	12	EA	\$2,500	\$13,500	\$16,500	\$30,000
12" Gate Valve	2	EA	\$3,250	\$2,925	\$3,575	\$6,500
10" Plug w/ Kick Block	1	EA	\$850	\$383	\$468	\$850
3/4" Water Service w/ Meter Pit	241	EA	\$1,900	\$206,055	\$251,845	\$457,900
Pressure Testing	14145	LF	\$1	\$5,092	\$6,224	\$11,316
2" Irrigation Tap & Vault	2	EA	\$7,500	\$6,750	\$8,250	\$15,000
Water Bore & Casing	430	LF	\$350	\$67,725	\$82,775	\$150,500
Water Lowering	2	EA	\$3,500	\$3,150	\$3,850	\$7,000
20" Ductile Iron Pipe	180	LF	\$250	\$20,250	\$24,750	\$45,000
Foam Insulation	13	EA	\$500	\$2,925	\$3,575	\$6,500
<b>Water Subtotal</b>				<b>\$708,016</b>	<b>\$865,352</b>	<b>\$1,573,368</b>

<b>Sanitary Sewer</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>ESTIMATED MATERIAL COST</b>	<b>ESTIMATED LABOR COST</b>	<b>TOTAL COST</b>
Connect to Existing Main	1	EA	\$2,000	\$900	\$1,100	\$2,000
8" SDR-35 PVC (0-15' depth)	9,842	LF	\$36	\$159,447	\$194,880	\$354,327
Extra Depth San (15'-18' depth) pipe size 8"	746	LF	\$40	\$13,428	\$16,412	\$29,840
4' Dia. Manhole (0-12' Depth)	29	EA	\$3,500	\$45,675	\$55,825	\$101,500
4' Dia. Manhole (12-16' Depth)	34	EA	\$7,500	\$114,750	\$140,250	\$255,000
4' Dia. Manhole (16-20' Depth)	1	EA	\$10,000	\$4,500	\$5,500	\$10,000
4' Dia. Manhole (20-24' Depth)	1	EA	\$12,000	\$5,400	\$6,600	\$12,000
6' Dia. Manhole (0-12' Depth)	1	EA	\$10,000	\$4,500	\$5,500	\$10,000
4" Service w/ wye, cap, bend	241	EA	\$1,400	\$151,830	\$185,570	\$337,400
Inverted Siphon Pipe & Casings	219	LF	\$350	\$34,414	\$42,061	\$76,475
60" x 60" CDOT Box Base MH	2	LS	\$15,000	\$13,500	\$16,500	\$30,000
4" PVC - Inverted Siphon	109	LF	\$35	\$1,721	\$2,103	\$3,824
6" PVC - Inverted Siphon	109	LF	\$45	\$2,212	\$2,704	\$4,916
27" PVC	10	LF	\$200	\$900	\$1,100	\$2,000
Sanitary Encasement	1	EA	\$1,500	\$675	\$825	\$1,500
<b>Sanitary Sewer Subtotal</b>				<b>\$553,852</b>	<b>\$676,930</b>	<b>\$1,230,782</b>



**Johnstown Farms Filing 3**  
**Public Improvements - Summary**  
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<b>Street Improvements</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>ESTIMATED MATERIAL COST</b>	<b>ESTIMATED LABOR COST</b>	<b>TOTAL COST</b>
Mountable Curb Gutter & Sidewalk	18,816	LF	\$32	\$270,956	\$331,169	\$602,125
Subgrade Prep (Mountable Curb, Gutter, Walk)	15,680	SY	\$3	\$17,640	\$21,560	\$39,201
Vertical 6" Curb & Gutter	1,640	LF	\$18	\$13,285	\$16,237	\$29,522
Subgrade Prep (Vertical Curb & Gutter)	273	SY	\$3	\$308	\$376	\$683
Subgrade Prep for Outfall Curb & Gutter	2	SY	\$3	\$2	\$3	\$5
Asphalt (Full depth - 6" section)	208,604	SY-IN	\$4	\$375,487	\$458,929	\$834,416
Asphalt (6" section) - WCR 46 1/2	32,277	SY-IN	\$4	\$58,099	\$71,010	\$129,109
Base Course (6" Section - WCR 46 1/2)	5,380	SY	\$7	\$16,945	\$20,711	\$37,657
Subgrade Prep - Asphalt	34,767	SY	\$3	\$39,113	\$47,805	\$86,918
Subgrade Prep - Asphalt (WCR 46 1/2)	5,380	SY	\$3	\$6,052	\$7,397	\$13,449
6' Concrete Crossspan	5	EA	\$3,500	\$7,875	\$9,625	\$17,500
Subgrade Prep for Crossspans	7	EA	\$400	\$1,260	\$1,540	\$2,800
10' Concrete Crossspan	2	EA	\$4,500	\$4,050	\$4,950	\$9,000
4' Concrete Walk (6" thick)	848	SF	\$5	\$2,003	\$2,448	\$4,452
10' Concrete Walk (6" thick)	10,010	SF	\$5	\$23,648	\$28,903	\$52,551
Subgrade Prep - Concrete Walk	10,858	SF	\$2	\$9,772	\$11,943	\$21,715
Handicap Ramp	31	EA	\$1,250	\$17,438	\$21,313	\$38,750
Handicap Ramp (Mid Block)	11	EA	\$1,250	\$6,188	\$7,563	\$13,750
Signage	29	EA	\$650	\$8,483	\$10,368	\$18,850
Street Light (Local)	17	EA	\$4,000	\$30,600	\$37,400	\$68,000
Street Light (Collector)	2	EA	\$7,500	\$6,750	\$8,250	\$15,000
Final Adjust Manholes (12" or less)	81	EA	\$550	\$20,048	\$24,503	\$44,550
Final Adjust Valve Boxes	75	EA	\$275	\$9,281	\$11,344	\$20,625
Striping	1	LS	\$15,000	\$6,750	\$8,250	\$15,000
Type VII Barricade	44	LF	\$250	\$4,960	\$6,063	\$11,023
			<b>Street Subtotal</b>	<b>\$956,993</b>	<b>\$1,169,658</b>	<b>\$2,126,651</b>
			<b>Total Cost</b>	<b>\$2,608,943</b>	<b>\$3,188,709</b>	<b>\$5,797,654</b>

**Notes:**

The above costs and quantities are approximate for estimating purposes.

**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 \_\_\_\_\_, dated this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, between the Town of Johnstown and \_\_\_\_\_.

You are hereby authorized to draw 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.



**EXHIBIT E**

**NOTICE**

Please take notice that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the Town Council of the Town of Johnstown approved the final plat for the development known as Johnstown Farms Filing No. 3, which development was submitted and processed in accordance with the Town of Johnstown's Municipal Code. In conjunction therewith, the Town Council also approved a Development Agreement dated \_\_\_\_\_, 20\_\_, between the Town Johnstown and the Developer, pursuant to and under which certain rights and obligations of the Developer will pass on to subsequent owners, heirs, assigns and transferees of the below-described property. The Development Agreement is on file and may be reviewed in the office of the Town Clerk of the Town of Johnstown. The subject property for which such Development Agreement applies is described as follows:

**LEGAL DESCRIPTION ATTACHED**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Town Clerk

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Town Manager

# **Water and Sewer Service Agreement**

**WATER AND SEWER SERVICE AGREEMENT  
JOHNSTOWN FARMS, FILING NO. 3**

THIS WATER AND SEWER SERVICE AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **TF JOHNSTOWN FARMS, L.P.**, a Delaware limited partnership (“Developer”) and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as the “Parties”.

WITNESSETH:

WHEREAS, Developer is the owner of approximately 158 acres of land located in the SW1/4 of Section 9, Township 4 North, Range 67 West of the 6<sup>th</sup> P.M., Weld County, Colorado and described more particularly in Exhibit A, attached hereto and incorporated herein by this reference (“Subject Property”); and

WHEREAS, the Subject Property has been annexed to the Town pursuant to the Annexation Agreement dated on or about June 18, 2001; and

WHEREAS, a portion of the Subject Property is being developed as Johnstown Farms, Filing No. 3, described more particularly in Exhibit B, attached hereto and incorporated herein by this reference (“Johnstown Farms, Filing No. 3”); and

WHEREAS, in connection with the Final Plat for Johnstown Farms, Filing No. 3, Developer and the Town desire to set forth their agreement concerning water rights dedication, preliminary projections of water demand and sewer demand and a current commitment by the Town for water and sewer service for Johnstown Farms, Filing No. 3.

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, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, as amended, (“Ordinance”), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis, including a Water Budget dated September 18, 2018. Said analysis was received by the Town, is on file with the Town and is hereby accepted by the Town as modified by the April 24, 2019 Memorandum from the Town water engineer, including the limitations imposed by the September 18, 2018 Water Budget. The analysis provided by Developer, as revised, addresses the projected water and sewer demands for Johnstown Farms, Filing No. 3, as follows:

<b>Development Component</b>	<b>Demand (AF/YR)</b>	<b>Consumption (AF/YR)</b>
241 Single Family Detached Residential Units (in-house only)	79.60	3.98
16.97 Acres Residential Landscape Irrigation	42.50	36.12
6.41 Acres Parks and Other Irrigation	10.08	8.57
<b>Total</b>	<b>132.18</b>	<b>48.67</b>

**2. Water Rights Dedication.** Due to a previous dedication of raw water in connection with Johnstown Farms, Filing No. 1, Developer has a 103.6 acre-feet credit balance. Developer has not developed Johnstown Farms, Filing No. 2, and no water has been dedicated for that portion of the development. The 103.6 acre-feet credit balance is not sufficient to satisfy the raw water needed for Johnstown Farms, Filing No. 3. Developer shall thus dedicate to the Town four and one-half (4.5) shares of the Consolidated Home Supply Ditch and Reservoir Company, out of the twelve and one-half (12.5) shares represented by Certificate No. 6793, and be entitled to a raw water credit in the amount of 28.8 acre-feet for the dedicated shares. This Agreement is conditioned upon, and shall not be valid, until the dedication is made and accepted by the Town.

Because the water represented by Certificate No. 6793 has not been changed to include municipal use by the Town, the Developer shall receive a dedication credit of 6.4 acre-feet per share, or 12.8 single family equivalents per share, as provided in the Ordinance. However, if Developer obtains a dry-up covenant in a form acceptable to the Town prior to the commencement of a water court case to change the water represented by Certificate No. 6793 to municipal use, the Developer shall be entitled to an additional credit of 1.6 acre-feet per share, or 3.2 single family equivalents per share, which credit may be used by the Developer anywhere within the Subject Property. In the Town's sole discretion, the Town may agree to provide the additional credit to the Developer if the Developer obtains a dry-up covenant in a form acceptable to the Town subsequent to the commencement of a water court case, but prior to entry of a decree. If the Developer obtains a dry-up covenant as provided herein and is entitled to additional raw water credit, the Parties shall execute an amendment to this Agreement.

**3. Pre-Paid Taps.** Developer has previously purchased from the Town a total of three hundred and fifty-nine (359) water and sewer tap pairs (the "Pre-Purchased Taps"), of which two hundred and eighty (280) were used for Johnstown Farms, Filing No. 1. The remaining seventy-nine (79) unused Pre-Purchased Taps may be applied towards any water and sewer tap fees applicable to Johnstown Farms, Filing No. 3.

**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 Johnstown Farms, Filing No. 3, up to 132.18 acre-feet of raw water per year, of which up to 79.60 acre-feet per year is for potable water supply for in-home use together with the corresponding sewer service, and up to 52.58 acre-feet is for residential and other landscape irrigation, as stated in the September 18, 2018 Water Budget.

**5. Future review of water usage and dedication requirements.** In accordance with Section 13-68(h) of the Ordinance, the Town reserves the right to review actual water usage within the Subject Property, including, but not limited to Johnstown Farms, Filing No. 3, 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 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 Seventy-Nine Thousand Two Hundred dollars (\$79,200.00) as payment of the water court transfer fees required by the Ordinance. This payment is only for the required dedication of 132.18 acre-feet per year of estimated water demand and estimated consumptive use of 48.67 acre-feet per year (264 SFE) for Johnstown Farms, Filing No. 3. Pursuant to Paragraph 5 above, if future review requires additional dedication of water, additional water court transfer fees will be required at the time of dedication. Further, in accordance with the Ordinance, additional fees will be required in connection with future development of any portion of the Subject Property pursuant to a future mutual agreement of the Parties in accordance with the Town's Ordinance.

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

TO DEVELOPER:

TF Johnstown Farms, LP  
c/o Starwood Land Advisors, LLC  
Attn: Craig K. Campbell  
President West Region  
385 Inverness Parkway, Suite 310  
Englewood, Colorado 80112

WITH A COPY TO:

Starwood Land Ventures, LLC  
6310 Capital Drive, Suite 130  
Lakewood Ranch, Florida 34202

TO THE TOWN:

Town of Johnstown  
c/o Town Clerk  
450 S. Parish Ave.  
Johnstown, CO 80534

WITH A COPY TO:

Avi Rocklin, Esq.  
Johnstown Town Attorney  
1437 N. Denver Avenue, # 330  
Loveland, Colorado 80538

Peter J. Ampe  
Hill & Robbins, P.C.  
1660 Lincoln St., Suite 2720  
Denver, CO 80264

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

**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 and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties, at a location, unless the Parties otherwise agree, that is in the Town, Larimer County, Weld County or downtown Denver. If mediation is not successful after a ninety-day period, either Party may then commence an action in a court of competent jurisdiction as provided in Paragraph 15, and 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.** 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 claim, proceeding or action shall be in Larimer or Weld County, State of Colorado.

**16. Entire agreement and Authorization.** 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. Each of the undersigned represents to the others that he/she is authorized by his/her respective entity to execute this Agreement on behalf of that entity.

**17. Recordation.** This Agreement may be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Larimer County, Colorado, and, effective as

of the date of such recordation, this Agreement shall run with the Subject Property, shall be binding upon the Parties hereto and the permitted successors and assigns of the Developer and shall constitute notice of this Agreement to all persons or entities not parties hereto.

*[Signatures follow on separate pages]*

MY COMMISSION EXPIRES APRIL 24, 2023  
NOTARY ID 20044018288  
STATE OF COLORADO  
NOTARY PUBLIC  
STEPHANIE ANN KAHN



**TOWN OF JOHNSTOWN, COLORADO,**  
a municipal corporation

By: \_\_\_\_\_  
Gary Lebsack, Mayor

ATTEST:

By: \_\_\_\_\_  
Diana Seele, Town Clerk

**EXHIBIT A**  
**Legal Description of Subject Property**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, EXCEPTING THEREFROM THAT PARCEL RECORDED IN BOOK 221 AT PAGE 72; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 9, WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 9, BEARS SOUTH 89°24'30" EAST, A DISTANCE OF 2711.57 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SOUTH 89°24'30" EAST, A DISTANCE OF 1,578.31 FEET TO THE WESTERLY LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 221 AT PAGE 72;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 04°54'49" EAST, A DISTANCE OF 710.16 FEET TO THE TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,870.10 FEET;
2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 578.23 FEET;
3. TANGENT TO SAID CURVE, SOUTH 12°48'08" WEST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,870.10 FEET;
4. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 762.00 FEET;
5. TANGENT TO SAID CURVE SOUTH 36°08'54" WEST, A DISTANCE OF 210.68 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ALONG SAID SOUTH LINE, NORTH 89°11'03" WEST, A DISTANCE OF 1014.97 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, NORTH 00°52'28" WEST, A DISTANCE OF 2613.54 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 3,886,785 SQUARE FEET OR 89.228 ACRES, MORE OR LESS.

TOGETHER WITH;

PARCEL B:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 9, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 9, BEARS NORTH 89°24'30" WEST, A DISTANCE OF 2711.57 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SOUTH 00°47'32" EAST, A DISTANCE OF 2624.04 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, NORTH 89°11'03" WEST, A DISTANCE OF 1595.06 FEET TO THE EASTERLY LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 221 AT PAGE 72;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FIVE (5) COURSES:

1. THENCE NORTH 36°08'54" EAST, A DISTANCE OF 153.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,950.10 FEET;
2. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 794.60 FEET;
3. TANGENT TO SAID CURVE, NORTH 12°48'08" EAST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,950.10 FEET;
4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 602.97 FEET;
5. TANGENT TO SAID CURVE, NORTH 04°54'49" WEST, A DISTANCE OF 702.44 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 1052.88 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 2,987,927 SQUARE FEET OR 68.593 ACRES, MORE OR LESS.

PARCELS A AND B CONTAINING A TOTAL AREA OF 6,874,712 SQUARE FEET OR 157.821 ACRES, MORE OR LESS.

**EXHIBIT B**  
**Legal Description of Johnstown Farms, Filing No. 3**

*[follows this page]*

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SECTION 9;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°11'03" EAST A DISTANCE OF 1014.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD AS RECORDED IN BOOK 221, PAGE 72 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID WELD COUNTY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 36°08'54" EAST, A DISTANCE OF 101.74 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 62°56'25" WEST, A DISTANCE OF 71.96 FEET;

THENCE NORTH 46°04'50" WEST, A DISTANCE OF 124.78 FEET;

THENCE NORTH 61°02'08" WEST, A DISTANCE OF 96.44 FEET;

THENCE NORTH 38°13'50" EAST, A DISTANCE OF 97.60 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 84.23 FEET;

THENCE NORTH 34°32'15" WEST, A DISTANCE OF 252.50 FEET;

THENCE NORTH 68°44'13" EAST, A DISTANCE OF 104.57 FEET;

THENCE SOUTH 59°40'57" EAST, A DISTANCE OF 166.01 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 75.86 FEET;

THENCE NORTH 48°25'30" EAST, A DISTANCE OF 98.93 FEET;

THENCE NORTH 00°51'35" WEST, A DISTANCE OF 178.22 FEET;

THENCE NORTH 29°49'13" WEST, A DISTANCE OF 160.73 FEET;

THENCE SOUTH 86°13'22" WEST, A DISTANCE OF 210.38 FEET;

THENCE NORTH 39°39'32" EAST, A DISTANCE OF 314.41 FEET;

THENCE NORTH 30°51'09" WEST, A DISTANCE OF 193.10 FEET;

THENCE NORTH 22°16'35" EAST, A DISTANCE OF 164.82 FEET;

THENCE NORTH 18°23'04" WEST, A DISTANCE OF 163.95 FEET;

THENCE NORTH 38°14'03" EAST, A DISTANCE OF 293.89 FEET;

THENCE NORTH 73°48'58" EAST, A DISTANCE OF 301.18 FEET;

THENCE NORTH 08°16'54" EAST, A DISTANCE OF 101.30 FEET;

THENCE NORTH 17°05'56" WEST, A DISTANCE OF 312.42 FEET;

THENCE NORTH 00°35'30" EAST, A DISTANCE OF 243.05 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

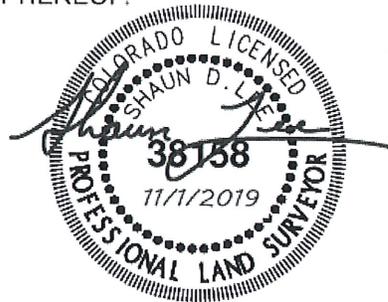
THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 177.69 FEET TO SAID WESTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES;

1. SOUTH 04°54'49" EAST, A DISTANCE OF 710.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1870.10 FEET;
2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 578.23 FEET, TO A POINT OF TANGENCY;
3. SOUTH 12°48'08" WEST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1870.10 FEET;
4. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 762.00 FEET, TO A POINT OF TANGENCY;
5. SOUTH 36°08'54" WEST, A DISTANCE OF 108.94 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 21.970 ACRES, (957,034 SQUARE FEET), MORE OR LESS.

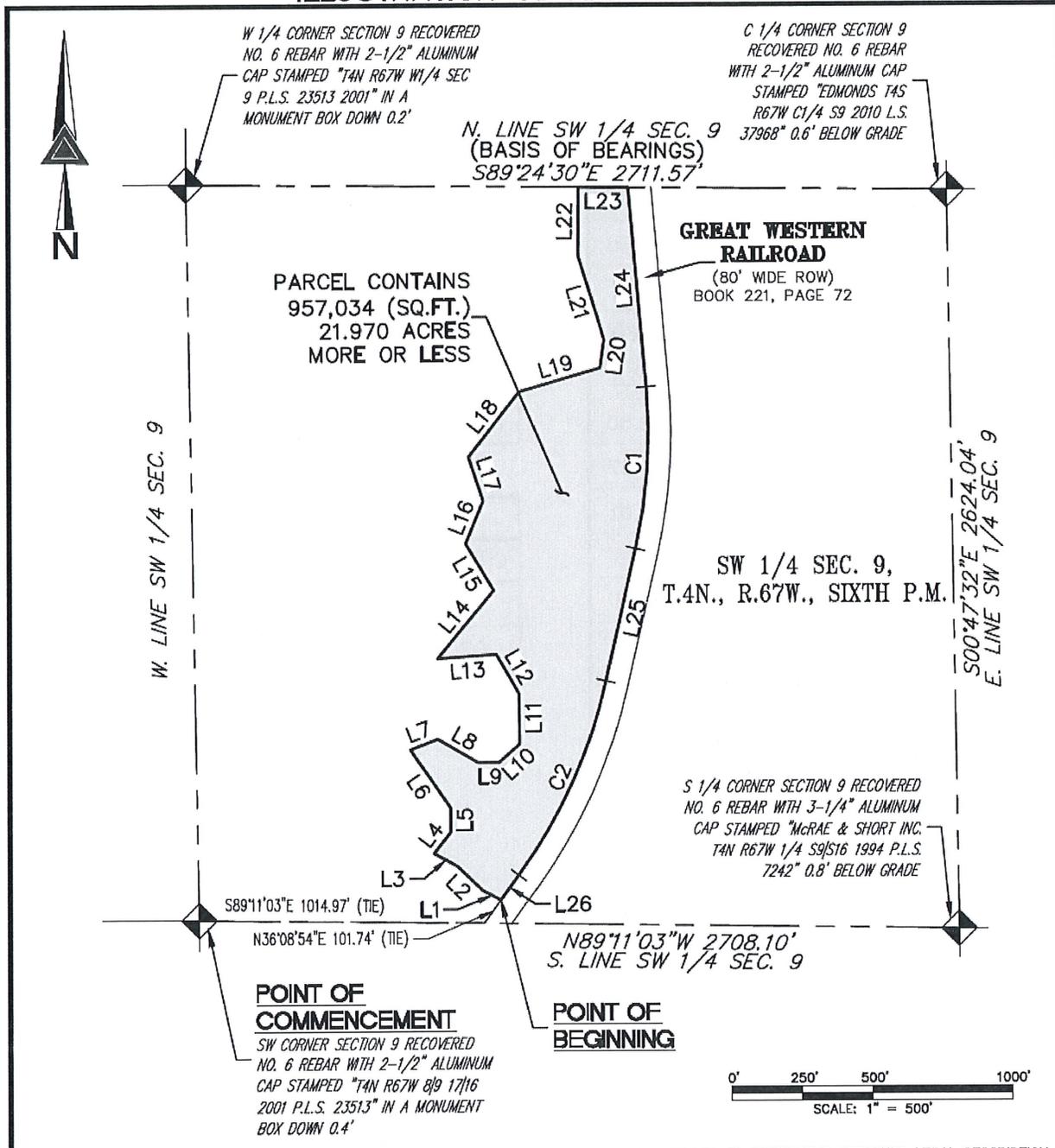
EXHIBIT ATTACHED AND MADE A PART HEREOF.



PREPARED BY:

SHAUN D. LEE, PLS 38158  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE. SUITE 1, LITTLETON CO 80122  
303.327.7488  
AZTEC JOB NO. 54818-37

# ILLUSTRATION TO EXHIBIT B



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:  
DWG NAME: PARCEL A - PLAT.DWG  
DWG: CWB CHK: SDL  
DATE: 10/16/2019  
SCALE: 1" = 500'

**AZTEC**  
CONSULTANTS, INC.

300 East Mineral Ave.  
Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898  
Fax: (303)713-1897  
www.aztecconsultants.com

Q:\54818-37 - Johnatow Farms Filing No. 3\DWG\EXHIBITS

**ILLUSTRATION TO EXHIBIT B**  
SW 1/4 SEC. 9, T.4N, R.67W, 6TH P.M.  
WELD COUNTY, COLORADO

JOB NUMBER 54818-37 3 OF 4 SHEETS

## ILLUSTRATION TO EXHIBIT B

LINE TABLE		
LINE	BEARING	LENGTH
L1	N62°56'25"W	71.96'
L2	N46°04'50"W	124.78'
L3	N61°02'08"W	96.44'
L4	N38°13'50"E	97.60'
L5	N00°00'00"E	84.23'
L6	N34°32'15"W	252.50'
L7	N68°44'13"E	104.57'
L8	S59°40'57"E	166.01'
L9	N90°00'00"E	75.86'
L10	N48°25'30"E	98.93'
L11	N00°51'35"W	178.22'
L12	N29°49'13"W	160.73'
L13	S86°13'22"W	210.38'
L14	N39°39'32"E	314.41'
L15	N30°51'09"W	193.10'
L16	N22°16'35"E	164.82'
L17	N18°23'04"W	163.95'
L18	N38°14'03"E	293.89'
L19	N73°48'58"E	301.18'
L20	N08°16'54"E	101.30'

LINE TABLE		
LINE	BEARING	LENGTH
L21	N17°05'56"W	312.42'
L22	N00°35'30"E	243.05'
L23	S89°24'30"E	177.69'
L24	S04°54'49"E	710.16'
L25	S12°48'08"W	482.40'
L26	S36°08'54"W	108.94'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	17°42'57"	1870.10'	578.23'
C2	23°20'46"	1870.10'	762.00'

NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:  
 DWG NAME: PARCEL A - PLAT.DWG  
 DWG: CWB CHK: SDL  
 DATE: 10/16/2019  
 SCALE: N/A



300 East Mineral Ave,  
 Suite 1  
 Littleton, Colorado 80122  
 Phone: (303)713-1898  
 Fax: (303)713-1897  
 www.aztecconsultants.com

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**ILLUSTRATION TO EXHIBIT B**  
 SW 1/4 SEC. 9, T4N, R67W, 6TH P.M.  
 WELD COUNTY, COLORADO

JOB NUMBER 54818-37

4 OF 4 SHEETS

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE CENTER QUARTER CORNER OF SAID SECTION 9, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 89°24'30" WEST, A DISTANCE OF 2,711.57 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SOUTH 00°47'32" EAST, A DISTANCE OF 2,624.04 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, NORTH 89°11'03" WEST, A DISTANCE OF 1,595.06 FEET TO THE EASTERLY LINE OF THAT PARCEL OF LAND RECORDED IN BOOK 221 AT PAGE 72 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID WELD COUNTY;

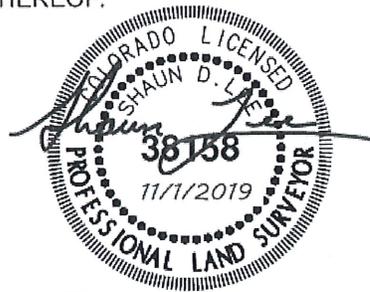
THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FIVE (5) COURSES:

1. NORTH 36°08'54" EAST, A DISTANCE OF 153.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,950.10 FEET;
2. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 794.60 FEET;
3. TANGENT TO SAID CURVE, NORTH 12°48'08" EAST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,950.10 FEET;
4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 602.97 FEET;
5. TANGENT TO SAID CURVE, NORTH 04°54'49" WEST, A DISTANCE OF 702.44 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 1,052.88 FEET TO THE **POINT OF BEGINNING**;

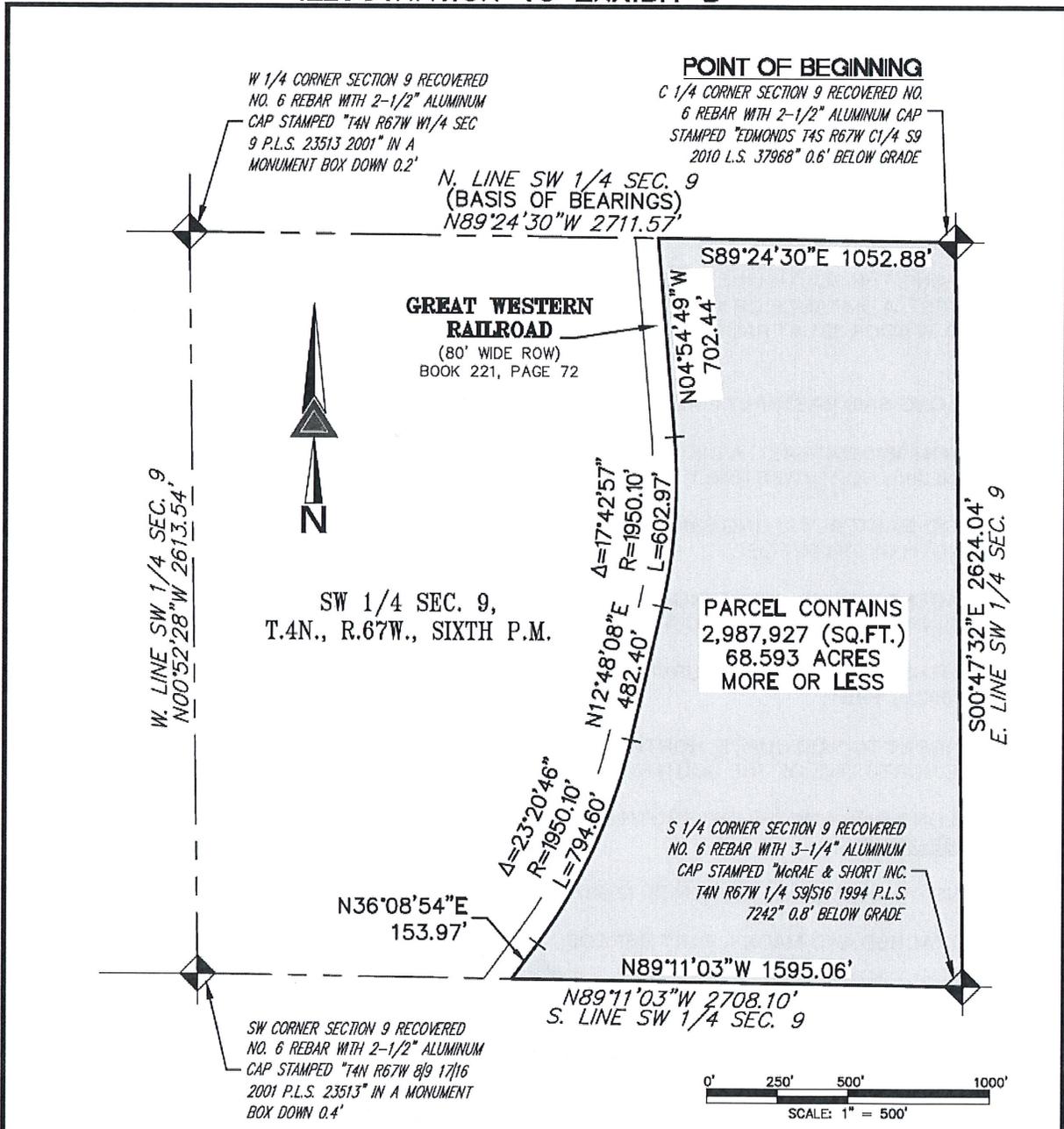
CONTAINING AN AREA OF 68.593 ACRES, (2,987,927 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



SHAUN D. LEE PLS NO. 38158  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122  
303-713-1898

ILLUSTRATION TO EXHIBIT B



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:  
 DWS NAME: PARCEL B.DWG  
 DWG: YM CHK: SDL  
 DATE: 8/16/2019  
 SCALE: 1" = 500'

**AZTEC**  
 CONSULTANTS, INC.

300 East Mineral Ave,  
 Suite 1  
 Littleton, Colorado 80122  
 Phone: (303)713-1898  
 Fax: (303)713-1897  
 www.aztecconsultants.com

Q:\54818-37 - Johnstown Forms Filing No. 3\DWG\EXHIBITS

**ILLUSTRATION TO EXHIBIT B**  
 SW 1/4 SEC. 9, T4N, R67W, 6TH P.M.  
 WELD COUNTY, COLORADO

JOB NUMBER 54818-37 2 OF 2 SHEETS

**AGENDA ITEM 10G**

**Water Transfer Request**

## TOWN COUNCIL AGENDA COMMUNICATION

---

**AGENDA DATE:** November 18, 2019

**ITEM NUMBER:** 10G

**SUBJECT:** Water Transfer Request

**ACTION PROPOSED:** Consider the Water Transfer Request as Presented.

**ATTACHMENTS:**

1. Maplewood Acres, Inc. Agreement
2. GBH Annexation (Various Pages)
3. Maplewood Acres Request
4. Platte Land & Water Request

**PRESENTED BY:** Matt LeCerf, Town Manager

---

### AGENDA ITEM DESCRIPTION:

In June 2019, the Town entered into the attached agreement with Maplewood Acres. The agreement provides that the entity can trade water outside of the Town (generally expected to be Home Supply (HS) Water) for the Colorado Big Thompson (CBT) Water current dedicated to the Town and associated with the Maplewood Acres property. The caveat related to this agreement is that the exchange needs to be drop for drop, so that the portfolio of water stays water neutral. Details of the exact change are included in the agreement.

Platte Land and Water (PLW) currently owns 6 shares of HS water that is associated with the GBH Annexation. This property was annexed into the Town in December 2005. Various pages critical to this agenda item are enclosed. Currently, this water is outside of the Town's portfolio (not dedicated), but at some point in the future, based on the annexation agreement, the water will be dedicated to the Town upon approval of the first final plat. Specifically, the annexation agreement addresses elements related to water dedication – (Section 9). The two critical elements Staff needs direction are as follows:

#### Section 9

- *“...Owner shall dedicate to the Town all water right appurtenant to the Property no later than the date of approval of the final plat of the first phase of the project.”*
- *“....Owner may sell or transfer water rights appurtenant to the subject property only with the prior written approval of the [Johnstown Town Council].”*

Maplewood Acres has sent the Town a formal request to exchange 100 CBT shares which will leave the Town's water portfolio to be dedicated to a water district outside the boundaries of the Town. In exchange, Maplewood will purchase 5 of the 6 shares of the HS from PLW (see attached letter requesting the sale of the water by PLW). The Town will thus be short 100 CBT shares and there will not be a drop for drop exchange.

**LEGAL ADVICE:**

The Town attorney will be available to discuss the terms of the Water Agreement between the Town and Maplewood Acres, Inc. and the GBH Annexation Agreement between the Town and Johnstown Land Partners II, Ltd. at the meeting.

**FINANCIAL ADVICE:**

Not Applicable

**RECOMMENDED ACTION:**

---

**SUGGESTED MOTIONS:**

**For Approval:**

I move to approve the transfer of the water for both the CBT and the Home Supply Water and direct the Town Manager to provide written approval of the transfer of the water appurtenant to the property associated with the GBH Annexation to Platte Land & Water, LLC pursuant to Paragraph 9 of the Annexation Agreement.

**For Approval with Condition:**

I move to approve the exchange of water between Platte Land & Water, LLC and Maplewood Acres, Inc. on the condition that the CBT shares associated with Maplewood Acres are not transferred for use outside of the Town's boundaries and direct the Town Manager to provide written approval of the transfer of the water appurtenant to the property associated with the GBH annexation to Platte Land & Water, LLC pursuant to Paragraph 9 of the Annexation Agreement.

**For Denial:**

I move that we deny the transfer of the water for both the CBT and the Home Supply Water.

**Reviewed and Approved for Presentation:**

---

Town Manager

**WATER AGREEMENT  
BETWEEN TOWN OF JOHNSTOWN AND  
MAPLEWOOD ACRES, INC.**

THIS WATER AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between THE TOWN OF JOHNSTOWN, a Colorado home rule municipal corporation (“Town”), and MAPLEWOOD ACRES, INC., a Colorado Corporation (“Maplewood”), collectively referred to as “the Parties.”

**WITNESSETH:**

**WHEREAS**, Maplewood 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**, on or about February 18, 2009, the Town and Maplewood entered into an Annexation Agreement, referred to as the Maplewood Annexation (“Annexation Agreement”); and

**WHEREAS**, subsequent to execution of the Annexation Agreement, Maplewood annexed the Property into the Town; and

**WHEREAS**, the Annexation Agreement provides that Maplewood “shall offer to the Town for dedication all water rights and lateral ditch company rights appurtenant to the Property. Further, [Maplewood] shall dedicate to the Town all appurtenant water rights no later than the date of approval of the final plat of the first phase of the project;” and

**WHEREAS**, among potentially other water rights and lateral ditch company rights, Maplewood owns units of the Colorado Big Thompson Project (“CBT units”) that are appurtenant to the Property; and

**WHEREAS**, when the opportunity arises, Maplewood desires to trade one-hundred (100) of its CBT units for shares of the Consolidated Home Supply Ditch & Reservoir Company (“Home Supply shares”) and then dedicate the Home Supply shares to the Town; and

**WHEREAS**, based on the terms and conditions set forth in this Agreement, the Town agrees that Maplewood may exchange the CBT units appurtenant to the Property for Home Supply shares.

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

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

2. **Water Rights Exchange.** Pursuant to the terms of this Agreement, Maplewood may sell, trade or exchange: (1) up to 22.5 CBT units appurtenant to the Property for each Home Supply share changed to municipal uses; or (2) up to 18 CBT units appurtenant to the Property for each Home Supply share not changed to municipal uses. Maplewood shall provide written notice to the Town prior to the sale, trade or exchange contemplated herein and shall promptly provide notice subsequent to the consummation of the transaction, which notice shall include identification by certificate number of the acquired Home Supply share(s).

3. **Dedication of the Home Supply Shares.** As a condition of this Agreement, Maplewood agrees that the obligations contained in Paragraph 9 of the Annexation Agreement shall extend to the newly-acquired Home Supply shares and that the Home Supply shares shall be dedicated to the Town no later than the date of approval of the final plat for the first phase of the development of the Property. Consistent therewith, absent written approval of Town Council, Maplewood shall not be entitled to sell, transfer or convey the Home Supply shares to a third party. Maplewood further understands and agrees that, if Home Supply shares are dedicated to the Town that have not been changed to municipal uses, Maplewood shall be obligated to pay the water court transfer fee required by the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, as amended.

4. **Water Credit.** Upon dedication of the Home Supply shares contemplated by this Agreement and the dedication of all other water rights and lateral ditch company rights appurtenant to the Property, the Town shall provide a raw water credit to Maplewood toward satisfaction of the raw water requirements for development of the Property, in the amount set forth in the Johnstown Municipal Code, as amended from time to time. Maplewood understands and agrees that the water that is dedicated to the Town pursuant to the Annexation Agreement and pursuant to this Agreement may not be sufficient to satisfy the raw water requirements for the development.

5. **Annexation Agreement.** Except as modified herein, the Annexation Agreement shall remain in full force and effect and Maplewood, among the other requirements contained in the Annexation Agreement, shall remain obligated to dedicate to the Town all appurtenant water rights no later than the date of approval of the final plat of the first phase of the development.

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

TO MAPLEWOOD:  
Maplewood Acres, Inc.

TO THE TOWN:  
Town of Johnstown

Attn: Scott Lewis  
492 S Youngfield Ct.  
Lakewood, CO 80228

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

The addresses for notices may be changed by written notice given to the other Party in the manner provided above. Notice may also be sent via e-mail delivery and shall be effective upon confirmation of receipt of the email.

7. **Successors and Assigns.** Upon written notice and approval of the Town, Maplewood may assign this Agreement to a developer of the Property or to a successor entity.

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

9. **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.

10. **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.

11. **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 claim, proceeding or action shall be in Weld County, State of Colorado.

12. **Entire Agreement.** Except with respect to the Annexation 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.

13. **Findings.** The Town hereby finds and determines that execution of this Agreement is in the best interests of the public health, safety and general welfare of the citizens of the Town and the provisions of this Agreement are consistent with the laws, regulations and policies of the Town.

14. **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.

[Remainder of page intentionally left blank.]



**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

KNOW ALL MEN BY THESE PRESENTS, THAT MAPLEWOOD ACRES, INC., BEING THE OWNER AND PROPRIETOR OF A PORTION OF THE FOLLOWING DESCRIBED LAND, TO WIT:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, INCLUDING RAILROAD RIGHT-OF-WAY DESCRIBED IN BOOK 370, PAGE 451, COUNTY PUBLIC RECORDS, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, ALL IN TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13 AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 12, ALL IN TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 7, THENCE S87°09'07"E ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 7 A DISTANCE OF 2392.82 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 7;  
THENCE S00°04'55"E ALONG WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 7 A DISTANCE OF 2400.69 TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2692301, COUNTY PUBLIC RECORDS;  
THENCE N87°32'22"W ALONG THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2692301 A DISTANCE OF 200.00 FEET;  
THENCE S00°04'55"E ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2692301 A DISTANCE OF 218.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 46;  
THENCE N87°32'22"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 46, 30.00 FEET NORTH OF, BY PERPENDICULAR MEASUREMENT, THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 7 A DISTANCE OF 328.62 FEET TO A POINT ON THE EASTERLY LINE OF LOT A, RECEPTION NUMBER 1902722, COUNTY PUBLIC RECORDS;  
THENCE N27°19'06"W ALONG SAID EASTERLY LINE OF LOT A, RECEPTION NUMBER 1902722 A DISTANCE OF 436.22 FEET;  
THENCE S00°04'57"E, ALONG THE WESTERLY LINE OF SAID LOT A, RECEPTION NUMBER 1902722 A DISTANCE OF 378.99 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 46;  
THENCE N87°32'22"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 46, 30.00 FEET NORTH OF, BY PERPENDICULAR MEASUREMENT, THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 7 A DISTANCE OF 484.11 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7;  
THENCE S00°09'32"E ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 7 A DISTANCE OF 30.03 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18;  
THENCE S01°37'16"E ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 18 A DISTANCE OF 30.08 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 46;  
THENCE N87°32'22"W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 30.00 FEET SOUTH OF, BY PERPENDICULAR MEASUREMENT, THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 18 A DISTANCE OF 1169.52 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN;  
THENCE N90°00'00"W A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13;

THENCE N00°23'05"W A DISTANCE OF 30.00 TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN;  
THENCE N00°18'38"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13, PARALLEL WITH AND 30.00 FEET WEST OF, BY PERPENDICULAR MEASUREMENT, THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 12 A DISTANCE OF 667.01 FEET;  
THENCE N89°41'22"E A DISTANCE OF 60.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 13;  
THENCE N89°41'22"E ALONG THE SOUTHERLY LINE OF LOT A, RECEPTION NUMBER 3016125, COUNTY PUBLIC RECORDS A DISTANCE OF 245.00 FEET;  
THENCE N00°18'38"W ALONG THE EASTERLY LINE OF SAID LOT A, RECEPTION NUMBER 3016125 A DISTANCE OF 427.79 FEET;  
THENCE S89°41'22"W ALONG THE NORTHERLY LINE OF LOT A, RECEPTION NUMBER 3016125, WELD COUNTY RECORDS A DISTANCE OF 245.00 FEET;  
THENCE S89°41'22"W A DISTANCE OF 60.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13;  
THENCE N00°18'38"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13, PARALLEL WITH AND 30.00 FEET WEST OF, BY PERPENDICULAR MEASUREMENT, THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN A DISTANCE OF 1570.62 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 12;  
THENCE S90°00'00"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.  
CONTAINING AN AREA OF 142.388 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL RESERVATIONS, EASEMENTS OR RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE ANNEXED UNDER THE NAME OF MAPLEWOOD ACRES ANNEXATION TO THE TOWN OF JOHNSTOWN COLORADO.

## ***GBH Annexation - Various Pages***

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, Development Regulations and Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, C.R.S., Section 31-12-101, et seq.

3. ***Owner.*** As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors, or assigns of Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement as if they were the original parties thereto. In the event of a transfer of all or any portion of this Property, the transferring Owner shall be relieved of any and all obligations under this Agreement which arise after the date of such transfer with respect to the transferred Property provided that written notice is given, as provided in paragraph 32 herein, to the Town with a copy to the Town Attorney.

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

5. ***Annexation Documents.*** Owner agrees to provide legal documents, surveys, engineering work, newspaper publications, maps, and reports determined by Johnstown 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 presented in the Outline Development Plan dated March 7, 2005, 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. The Developer commits to the design guidelines/use list and general layout of the Property as an inducement for favorable consideration of Developer's request for zoning.

7. ***Non-Conforming Use.*** Town agrees to allow the existing non-conforming agricultural use to continue until such time as the Property is rezoned but not at a greater level than at its current level of activity and use.

8. ***Water and Sewer Demand Study.*** In compliance with the Town's ordinance, Owner has submitted to the Town a preliminary Water and Sewer Demand Analysis. However, both parties recognize that this preliminary estimate may need to be revised by Owner or his

successors and the parties agree to cooperate with each other with respect to any future revisions. Prior to the time of any plat submittal, Owner shall submit an updated Water and Sewer Demand Analysis for the development, to be included with any proposed plats for development. The parties will enter into a separate Water and Sewer Service Agreement no later than the time of final plat approval.

9. ***Water Rights Dedication.*** Owner shall offer to the Town for dedication all water rights and lateral ditch company rights appurtenant to the Property provided, however, that no dedication shall be required until the time of the recording of a final plat on part or all of the Property. At the time of such final plat, Owner shall dedicate only such water rights required pursuant to the then existing Town Code in relation to such plat. Prior to Owner's dedication of appurtenant water rights, Owner may use such water for any lawful purpose, including but not limited to the continued irrigation of the Property. Further, Owner shall dedicate to the Town all water rights appurtenant to the Property no later than the date of approval of the final plat of the first phase of the project. Such dedications may, at Owner's discretion, be made on a plat-by-plat basis in accordance with the requirements of the Town Code in effect at the time of such platting; provided, however, that the Town makes no commitment to provide water and sewer service to any portion of the Property for which the water rights dedications required by the Town Code have not been made. The Owner represents that Owner has not sold or transferred any water rights appurtenant to their property within the past year nor will Owner do so during the pendency of this annexation petition and once annexed to the Town of Johnstown, Owner may sell or transfer water rights appurtenant to the subject property only with the prior written approval of the Johnstown Board of Trustees.

10. ***Municipal Services.*** Johnstown 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. The services provided by the Town include, but are not limited to, police protection, water and waste water services. Owner acknowledges that Town services do not include, as of the date of the execution of this Agreement, fire protection, emergency medical, recreation, or trash removal services. Subject to the provisions of Paragraphs 8 and 9 above and Owner's performance of all the requirements of the Town's ordinances and policies, the Town shall provide water and sewer services to the land through water and sewer mains, and both parties agree to cooperate to the extent necessary to allow such services with the intent that the cost of delivery of such services shall be borne by the development.

11. ***Public Improvements.*** Required public improvements shall be designed and constructed to Town standards by Owner and at Owner's expense. Owner further agrees to provide financial guarantees for construction of all required improvements as set forth in each phase or filing of the development and to dedicate to the Town any or all of the improvements as required by Town ordinances. The public improvements and financial guarantees shall be set forth in the Development Agreement for each filing between the Town and Owner. All overhead utility lines shall be undergrounded.

SCOTT LEWIS  
MAPLEWOOD ACRES, INC.  
492 S. YOUNGFIELD CT.  
LAKEWOOD, CO 80228  
OFFICE PHONE: (303) 989-9129  
CELL: (303) 919-7097  
EMAIL: SCOMA95@COMCAST.NET

November 7, 2019

Matt LeCerf  
Town Manager  
Town of Johnstown  
450 Parish Ave  
Johnstown, CO 80534

Re: Maplewood Acres Water Exchange Request

Matt:

As you are aware, Maplewood Acres and the Town of Johnstown entered into a water agreement on June 3, 2019, which allows Maplewood Acres to trade the CBT units that it had previously dedicated to the town for a comparable number of Consolidated Home Supply shares per Johnstown's exchange criteria detailed in the agreement.

Per the terms of that agreement, I am providing the town written notice of my intentions to exchange the 100 units of Maplewood Acres' CBT for 5 shares of Home Supply that have been changed to municipal use and have not previously been dedicated to the town of Johnstown. Those 5 shares are currently owned by Platte Land & Water, LLC and represented by certificate number 6916 for 6 shares. I will be doing a 1031 exchange of 35 of Maplewood Acres' CBT units for the 5 Home Supply shares. I have applied with Northern Water to put the remaining 65 CBT units back on the Maplewood Acres' property for irrigation purposes (or water rental) for now, but they will remain undedicated to the town.

At such time Maplewood Acres goes into development, a formal plat will be submitted to the town along with a final Water Demand Study that will determine the water required for development. I anticipate that the 36 shares of Home Supply that have all been changed to municipal use (the 31 currently owned by Maplewood Acres and the 5 additional shares) will meet all of the water demand requirements for development. I welcome the opportunity to address any questions or concerns you or the Town Council might have regarding this request.

Best Regards,



Scott Lewis  
President, Maplewood Acres Inc.



November 6, 2019

Town of Johnstown  
co/ Matt Le Cerf (Town Manager)  
450 S Parish Ave.  
Johnstown, Colorado 80534

RE: Letter Requesting Transfer of 5 Shares of Home Supply to Maplewood Acres Inc.

Parties Representing Town of Johnstown,

The purpose of this letter is to request approval by the Town of Johnstown for Platte Land & Water, LLC to transfer the specific assets described below to Maplewood Acres Inc.

Platte Land & Water, LLC is the owner of Six shares of capital stock in the Consolidated Home Supply Ditch and Reservoir Company, represented by Certificate No. 6916. The shares were included in the 1998 Home Supply water court case (98CW410) as evidenced in share trace previously provided. Platte Land & Water, LLC would like to transfer Five of the Six shares to Maplewood Acres Inc. These shares represent 8 acre feet per share or 40 acre feet total in the Town of Johnstown per water dedication policy. These shares will be dedicated to the Town to replace CBT units that are currently tied to the Maplewood Acres property.

Please consider this request and provide a written approval or denial as soon as consideration can be made.

Sincerely,

Platte Land & Water, LLC

A handwritten signature in black ink, appearing to read 'Tim Walsh', with a stylized flourish at the end.

By: Tim Walsh, Manager

**AGENDA ITEM 10H**

**Central Wastewater Treatment Plant  
Electrical Bid**

## **TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** November 18, 2019

**ITEM NUMBER:** 10H

**SUBJECT:** Town of Johnstown CWWTP Aeration Project

**ACTION PROPOSED:** Approve Electrical Contractor

**ATTACHMENTS:** 1. Weifield Group Contracting, Inc. Quote  
2. Sturgeon Electric Quote

**PRESENTED BY:** Marco Carani, Director of Public Works

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### **AGENDA ITEM DESCRIPTION:**

Enclosed for your review and consideration is a bid award request for the Central Wastewater Treatment Plant Aeration Project.

The CWWTP has \$464,000 budgeted for 2019 to do improvements to help with compliance issues related to ammonia, nitrogen and total suspended solids. We hired an engineering firm, J&T Consultants out of Fort Lupton to manage this project. Staff sent out a request for bids to (5) five electrical contractors. The Town received responses from the following companies: Weifield Contracting, Inc., Sturgeon Electric, Eckstine Electric, Kuchar Electric and Milliken/Johnstown Electric. The purpose for the electrical contractor is to install all new electrical lines for four new aerators, connect the system to the transformers, install power distribution panels and disconnect cabinets. If you will recall, Council approved the purchase of the new aerators to be ordered directly from the vendor at the November 4, 2019 Council Meeting at a cost of \$191,032. After the aerator purchase an existing balance of \$272,968 remains. We will be using Browns Hill for the SCADA work.

Weifield Group Contracting, Inc. and Sturgeon Electric were the only two companies to submit a bid. Eckstine and Kuchar declined stating they were too busy and Milliken/Johnstown declined due to the size of project.

The two bids are as follows:

Weifield Group Contracting, Inc. - \$152,672.00

Sturgeon Electric - \$179,800.00

The Weifield Group Contracting, Inc. have specialized in working on lift stations and water and wastewater plants for many years. I personally have hired them in the past for projects with other municipalities that I have worked for, and have always been pleased with their ability to get things completed with competitive rates. The Town will use its general service contract form as the construction contract.

**LEGAL ADVICE:**

N/A

**FINANCIAL ADVICE:**

\$464,000 for 2019 was budgeted for this project and \$272,968 remains to award the electrical contractor job.

**RECOMMENDED ACTION:**

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**SUGGESTED MOTIONS:**

**For Approval:**

I move to approve the electrical contractor award to the Weifield Group Contracting, Inc. for the CWWTP aeration project in an amount not to exceed \$152,672.00

**For Denial:**

I move that we deny the award and solicit additional bids.

---

**Reviewed and Approved for Presentation:**

\_\_\_\_\_  
Town Manager

# **Electrical Contractor Quotes**

October 17, 2019

WGC# ICO11560

J&T Consulting, Inc./Owner Rep  
305 Denver Avenue, Suite D  
Fort Lupton, CO 80621  
Phone: 303.222.9530

Attn: J.C. York, P.E.

Reference: Johnstown – Cell #2

Weifield Group Contracting, Inc. is pleased to provide our proposal on the referenced project.

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**PRICING:**

Base Bid	\$145,402.00
Contingency (5%)	\$7,270.00
<b>Total</b>	<b>\$152,672.00</b>

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**CLARIFICATIONS:**

1. In this proposal the term "provide" shall mean to furnish and install, complete and ready for intended use.
2. In this proposal the acronym "FBO" shall mean Furnished by Others.
3. In this proposal the acronym "PBO" shall mean Provided by Others.
4. Our proposal is based on the contract documents listed below:
  - a. Specifications dated: N/A
  - b. Drawings dated: 05.20.19
  - c. Addendum No. 01 dated: 08.29.19
5. Our proposal is based on pricing as noted above
6. Proposal is based on a mutually agreeable lump sum contract and schedule to be negotiated upon selection.
7. Our proposal is based on a 40-hour work week
8. We have not included premium costs in our proposal.
9. Our proposal remains valid for 30 days
10. Our proposal is based on retention not being withheld.

6950 S. Jordan Road Centennial, CO 80550  
303.428.2011 phone  
303.202.0466 facsimile  
[www.weifieldcontracting.com](http://www.weifieldcontracting.com)

11. Cancellation charges incurred by Weifield Group Contracting Inc. shall be the responsibility of the customer along with associated freight charges.
12. Others shall not hold Weifield Group Contracting Inc. liable for errors, omissions, inadequacies of materials, or equipment specified or supplied by others.
13. We have not included provisions for differing site conditions.
14. We have not included dust control, de-watering, surveying, utility locates, or traffic control.
15. We will provide cleanup of our own identifiable debris waste and recycle containers furnished by the General Contractor/Owner.
16. Our proposal is based on all electrical materials being stored on site. We anticipate up to 1 pull behind trailer for the duration of the project.

**SERVICES TO BE PROVIDED BY THE GENERAL CONTRACTOR/OWNER/OTHERS:**

1. All Concrete including but limited to:
  - a. Equipment Pads
  - b. Foundation for Mixer Equipment Enclosure (E3)
  - c. Protective Bollards
  - d. Etc.
2. All System Integration including but limited to:
  - a. Provide PLC Hardware in accordance with the requirements of the contract documents.
  - b. Install & Wire New PLC Cards
  - c. Provide a completed, tested system, including software and hardware per the contract documents for the PLCs and Operator displays
  - d. Program Existing PLC & HMI for New Mixer signals
  - e. CAT-VI Cabling between PLC and Lagoon Control Panel

**INCLUSIONS:**

1. One Year Warranty
2. All safety equipment and tools for our scope
3. Mobilization of electrical equipment and supplies
4. All ductbank excavation, trenching, backfill, sand embedding, compaction, and shoring associated with electrical installation. Below is approximate linear footage of ductbank required for electrical installations:
 

- PDP Building to HH#1	~20 LF	
- HH#1 to HH#9	~240 LF	
- HH#9 to HH#8	~90 LF	
- HH#8 to HH#7 (moved to NW corner of Lagoon)	~270 LF	
- HH#7 to HH#6	~130 LF	
- HH#1 to HH#2	~60 LF	
- HH#2 to HH#3	~110 LF	
- HH#3 to HH#4	~120 LF	
- HH #4 to HH#5	~200 LF	
- (9) Provide and install, Tier 22 Hand Holes		(E3)

5. Installation of the furnished by others (FBO) equipment below as listed with associated conduit, wire and terminations for a complete and operational system:

**Enclosures and Equipment**

- (1) Power Distribution Panel (FBO) - **PDP-2** (E2,E3)
  - o 3#250MCM,250MCM-N,#4G, 3 ½" C
- (1) New 3P-250A Breaker (FBO) - **Existing MDP**
- (4) 3P 60A Disconnects (FBO) - **Mixers 1,3,4,6** (E2)
  - o (P-1) - 3#8, #10, ¾" C
  - o (P-3) - 3#6, #10G, ¾" C
  - o (P-4) - 3#3, #10G, 1" C
  - o (P-6) - 3#6, #10G, ¾" C

6. Connections only to the provided by other (PBO) equipment below as listed with associated conduit, wire and terminations for a complete and operational system:

**Enclosures and Equipment**

- (4) 20HP Mixer Motors (PBO) (Power) From Disconnects **Mixers 1,3,4,6** (E2,E3)
  - o (P-1) - 3#8, #10, ¾" C
  - o (P-3) - 3#6, #10G, ¾" C
  - o (P-4) - 3#3, #10G, 1" C
  - o (P-6) - 3#6, #10G, ¾" C
- (4) 20HP Mixer Motors (PBO) (Controls) From Lagoon Control Panel **Mixers 1,3,4,6** (E2,E3)
  - o (P-1A) - 10#14, ¾" C
  - o (P-3A) - 10#14, ¾" C
  - o (P-4A) - 10#14, ¾" C
  - o (P-6A) - 10#14, ¾" C

**Field Instruments**

- (1) Hydrostatic Level (**LT-100**) (FBO) (E2,E3)
  - o (I-4) - 1-1TSP#18, ¾" C

**EXCLUSIONS:**

1. Bond premium
2. Sales Tax (Project is Tax Exempt)
3. Electrical Permit
4. Prevailing Wage Rates
5. Delays and/or extension of the project schedule

6. Engineering fees
7. Builders Risk Insurance
8. Handling or disposing of hazardous materials
9. Cut, patch, and replacement of concrete, asphalt, landscaping, and any other existing to remain surfaces
10. Directional Boring
11. All concrete including; housekeeping pads, light pole bases, ductbank encasement, protective bollards, etc.
12. Demolition
13. Temporary Generators
14. Dewatering
15. Painting
16. Furnish and Installation of any motors, rotameters, pressure gauges, valves, valve operators, solenoids, and/or limit switches
17. Installation of any equipment/instruments into process piping (mag flow meters, flowtubes, etc.)
18. Instruments, control wire, and control panels not specifically mentioned in above inclusions
19. All System Integration including but limited to Programming HMI interface, Hardware, Etc.
20. Electrical Equipment and Instrumentation

Sincerely,

**WEIFIELD GROUP CONTRACTING INC.**

*Dustin Fladung*

Director, Small Projects Industrial Division

Cell: 303.587.9185

Direct: 720.842.1329

**Bid Proposal**

Thursday, October 17, 2019

SUBMITTED TO: J&T Consulting, Inc./Owner Rep  
305 Denver Avenue, Suite D  
Fort Lupton, CO 80621  
303.222.9530  
Attn: J.C. York, P.E.

Proposal # ICO11560

JOB NAME: Johnstown – Cell #2

JOB LOCATION: Johnstown Waste Water Treatment plant

If this \*Bid Proposal above is acceptance enough for binding the contract for Weifield to perform work without provisions of another contract issued by Owner/Engineer then signature below is required for work to commence and the parties agree that the terms and conditions of Weifield's standard subcontract shall control this work. The person executing this contract on behalf of Owner/Engineer represents and warrants that he or she has been duly authorized to execute this contract on Contractor's behalf and has the power to bind Contractor to terms and conditions thereof.

BY THEIR SIGNATURES, the parties agree to the terms on this proposal this \_\_\_\_ day of \_\_\_\_\_.

J&T Consulting, Inc./Owner Rep

By: \_\_\_\_\_

Title: \_\_\_\_\_

Customer PO# if required \_\_\_\_\_

Weifield Group Contracting Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

\* Please see attached pages for complete Bid Proposal documents.



11.7.2019

J&T Consulting, Inc.  
305 Denver Avenue, Suite D  
Fort Lupton, CO 80621

ATTN: J.C. York

RE: Johnstown WWTP Lagoon Mixer

Dear J.C.,

Sturgeon Electric is pleased to present its Proposal for the Johnstown WWTP Lagoon Mixer project.

This proposal is based upon 90% Design Drawings dated 5.20.19 and specifications dated. We will hold our pricing for thirty (30) days.

**Total Bid:**

**\$ 179,800.00**

**Inclusions, clarifications, and exclusions:**

*Electrical Power Distribution:*

- Install PDP-2, PLC cabinet, new 150A breaker and (4) 3P-60A NEMA 4X Disconnects (all provided by others)

*Equipment Connections and Branch Conduit/Wiring:*

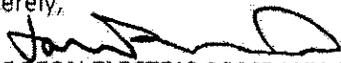
- Wiring is based on supply and installation of PVC coated GRC conduits (UG installations), GRC conduit (OH installations) and copper conductors as shown on the drawings.
  - 2x2 Traffic Rated Handholes supply and install.
  - Trench, backfill and sandbed for UG electrical installations included.
  - All equipment is a single point connection, line voltage only. We have included installation of disconnects and flexible hook ups to each piece of equipment.
1. Daily clean-up of our own "identifiable" debris to centrally located dumpsters. (Dumpsters furnished by others.)
  2. Pricing based on normal 7:00AM to 3:30PM hours and a 40-hour work week.
  3. Excavation and backfill as specifically required for electrical raceway systems included.
  4. Proposal is based upon a mutually acceptable schedule and contract.
  5. Permit.
  6. Fire stopping of conduit penetrations.
  7. Sleeves for electrical work.
  8. Bond rate if needed is .68.

*Exclusions:*

1. No cutting or patching of exterior concrete or asphalt.
2. Landscape/site restoration.
3. Utility Company charges, Medium Voltage Equipment, primary conductors.
4. Removal or disposal of any hazardous materials.
5. Builder's Risk premiums or deductibles as may be required or levied.
6. Any painting associated with electrical installations.
7. Any formed concrete.
8. Traffic Control.
9. Building Automation and Automatic Temperature Controls.
10. Trenching in frozen ground
11. Dewatering.
12. Supply/installing/terminating any fiber optic cable or back bone.
13. Sealing of any roof penetrations.
14. Providing loose starters or VFD's.
15. Providing/installing access doors.
16. Liquidated and Consequential damages.

We appreciate the opportunity to submit this proposal for your consideration and look forward to working with your firm. Should you have any questions or concerns please contact us at your convenience.

Sincerely,

  
**STURGEON ELECTRIC COMPANY, INC.**

Jon Brender  
Project Manager  
720.833.1174 cell  
[jbrender@myrgroup.com](mailto:jbrender@myrgroup.com)



**AGENDA ITEM 10I**

**Consider Resolution 2019-24**

## **TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** November 18, 2019

**ITEM NUMBER:** 10I

**SUBJECT:** 2019 Tax Lien Certification

**ACTION PROPOSED:** Approve the 2019 Tax Lien Certification

**ATTACHMENTS:** Resolution 2019-24

**PRESENTED BY:** Mitzi McCoy, Finance Director

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**AGENDA ITEM DESCRIPTION:**

CRS 31–20–105 authorizes municipalities to collect all delinquent charges, assessments or taxes by certifying them to the county treasurer. The Town adopted Sections 7-64, 13-23, 13-44, 13-142 and 17-287 of the municipal code by ordinance, that address the rights of the Town to collect utility charges and to collect past due, unpaid balances by placing a lien with the county treasurer to be collected with the real estate taxes.

Each year, Weld County accepts a worksheet containing property numbers, and outstanding amounts due from municipalities that wish to have the County Treasurer collect the past due amounts. The county then adds the delinquent charges, assessments or taxes along with a 10% fee for processing to the property tax bill associated with the outstanding debt.

Municipalities take advantage of this opportunity and use it to collect a variety of outstanding debt owed to the City/Town for things such as utility bills, property abatements, special assessments, permits, etc. The Town of Johnstown has used it in the past primarily for utility bill collection and for property abatement collections.

Weld County policy requires that all municipalities provide a resolution in order to certify liens each year. The Resolution attached was written in response to that policy.

**LEGAL ADVICE:**

Resolution 2019-24 has been prepared by legal counsel.

**FINANCIAL ADVICE:**

Certifying special assessments to the county for collections increases our collection on past due accounts which decrease our receivables and increase the cash flows.

**RECOMMENDED ACTION:**

---

**SUGGESTED MOTIONS:**

**For Approval:**

I move to approve Resolution 2019-24 to certify the tax liens to the county treasurers.

**For Denial:**

I move that we deny Resolution 2019-24 to certify the tax liens to the county treasurers.

**Reviewed and Approved for Presentation:**

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Town Manager

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**TOWN OF JOHNSTOWN, COLORADO  
RESOLUTION NO. 2019-24**

**A RESOLUTION CERTIFYING VARIOUS LIENS TO THE WELD  
AND LARIMER COUNTY TREASURER'S OFFICE FOR  
INCLUSION IN THE APPROPRIATE TAX BILL**

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

**WHEREAS**, C.R.S. § 31-20-105 allows municipalities to "cause any or all delinquent charges, assessments, or taxes made or levied to be certified to the treasurer of the county and be collected and paid over by the treasurer of the county in the same manner as taxes are authorized" if authorized to do so by ordinance; and

**WHEREAS**, the Town adopted Section 7-64, Section 13-23, Section 13-44, Section 13-142 and Section 17-287 of the Johnstown Municipal Code by ordinance, addressing the rights of the Town to collect utility charges, hold the owner of the property responsible for unpaid utilities and collect unpaid balances by placing a lien with the county treasurer to be collected with the real estate taxes; and

**WHEREAS**, the Town has utility bills that have not been paid and desires to place a lien upon the real estate taxes.

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

Section 1. The Town Council certifies that the accounts submitted to the Weld and Larimer County Treasurer are delinquent and should become as assessment on the property served together with an additional 10% for costs of collection.

Section 2. The Finance Director is authorized to submit the data in any format requested by the Weld and Larimer County Treasurers no later than November 30, 2019.

Section 3. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the resolution.

Section 4. Repealer. All resolutions, or parts of the same that are inconsistent with the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS \_\_\_ day of \_\_\_\_\_,  
2019.

**ATTEST:**

**TOWN OF JOHNSTOWN, COLORADO**

By: \_\_\_\_\_  
Diana Seele, Town Clerk

By: \_\_\_\_\_  
Gary Lebsack, Mayor