

WORK SESSION

MEMORANDUM

TO: Honorable Mayor and Town Council

FROM: Roy L. Lauricello, Town Manager *R.L.L.*

DATE: May 2nd, 2018

RE: Work Session – **CIRSA (Colorado Intergovernmental Risk Sharing)**
Training Work Shop for Elected Officials

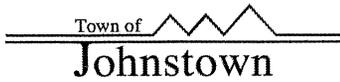
Please be informed that a Council work session has been scheduled for **Monday, May 14th, 2018 beginning at 6:30 p.m. at Town Hall.** Mr. Sam Light of the law firm Light/Kelly will be in attendance to present a CIRSA training work shop for elected officials.

Should you have questions, please contact me.

Thank you.

TOWN COUNCIL
MEETING
PACKET

May 7, 2018



Town Council

Agenda
Monday, May 7, 2018
Town Hall, Council Chambers
450 So. Parish Avenue
7:00 PM



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

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

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

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

- 6) **CONSENT AGENDA**
 - A) Town Council Meeting Minutes –April 16, 2018
 - B) Amendment to Iron Horse Agreements
 - 7) **STAFF REPORTS**
 - 8) **OLD BUSINESS**
 - A) Appointment of Mayor Pro Tem
 - 9) **NEW BUSINESS**
 - A) Consider Water and Sewer Service Agreement for Thompson River Ranch PUD, Filing No. 9
 - B) ***Public Hearing** – Thompson River Ranch PUD, Filing No. 9 Final Plat
 - C) Consider Subdivision Development and Improvement Agreement for Thompson River Ranch PUD, Filing No. 9
 - D) ***Public Hearing** – Transfer of Ownership for Johnstown Liquor, Inc.
 - E) Consider Award of Contract to A-One Chipseal for 2018 Chip Seal Project
 - F) Consider Water Agreement for Johnstown Heights, Amended Filing No. 3
 - G) Consider YMCA Marketing Material for Johnstown Community Recreation Center
 - 10) **EXECUTIVE SESSION**-An Executive Session for a Conference with the Town Attorney Pursuant to C.R.S. Section 24-6-402 (4)(b) Regarding a Proposed Water Agreement between the Town of Johnstown and W.R. Investment, LLC
 - A) Consider Water Agreement between the Town of Johnstown and W.R. Investment, LLC
 - 11) **COUNCIL REPORTS AND COMMENTS**
 - 12) **MAYOR'S COMMENTS**
 - 13) **ADJOURN**
-



NOTICE OF ACCOMODATION

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

AGENDA ITEMS 6A-B

CONSENT

AGENDA

- **Council Minutes – April 16, 2018**
- **Amendment to Iron Horse Agreements**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: May 7, 2018

ITEM NUMBER: 6A-B

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

- A) Council Meeting Minutes – April 16, 2018
- B) *Amendment to Iron Horse Agreements

*On April 2, 2018, Town Council approved a request by Iron Horse, LLC to allow the issuance of a single building permit for the Iron Horse Development to Mr. Lohmiller for use by Carrier West Inc., without triggering the developer's obligation to construct road improvements. The Amendment to Iron Horse Agreement ("Amendment") memorializes the Town's commitment. The Amendment is slightly broader than the motion duly passed by Council in the sense that, among other minor differences, it is not limited to issuance of a building permit to "Mr. Lohmiller," but allows the issuance of a permit to the "buyer" after written representations of current intent are provided to the Town Manager. After discussion and negotiation, the Town Attorney supports the form of Amendment.

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

FINANCIAL ADVICE: N/A

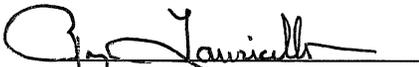
RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

For Denial:

Reviewed:


Town Manager

**COUNCIL
MINUTES**

The Town Council of the Town of Johnstown met on Monday, April 16, 2018 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor James led the Pledge of Allegiance.

Roll Call:

Those present were: Councilmembers Davis, Lebsack, Mellon, Tallent and Young

Those absent were: Councilmember Molinar Jr.

Also present: Avi Rocklin, Town Attorney, Roy Lauricello, Town Manager, John Franklin, Town Planner, Brian Phillips, Police Chief and Diana Seele, Town Clerk/Treasurer

Agenda Approval

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

Consent Agenda

Councilmember Mellon made a motion seconded by Councilmember Lebsack to approve the Consent Agenda with the addition of Resolution 2018-05.

- April 2, 2018 Council Meeting Minutes
- Payment of Bills
- March Financial Statements
- Metropolitan District Procedural Policy

Motion carried with a unanimous vote.

Old Business

A. Consider Agreement for Preconstruction Services for the Johnstown Community Recreation Center Project – Adolfson & Peterson Construction – A Request for Qualifications (RFQ'S) – for Construction Manager/General Contractor (CM/GC) services was advertised and also forwarded to 10 construction firms. Seven firms submitted proposals. Following review from the Recreation Steering Committee, 4 firms were invited for an interview. The firm Adolfson & Peterson was selected to perform the preconstruction services in an amount not to exceed \$56,250.00. Councilmember Mellon made a motion seconded by Councilmember seconded by Councilmember Lebsack to approve the preconstruction services agreement with Adolfson & Peterson Construction in a total amount not to exceed \$56,250, and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

There being no further business to come before council the meeting adjourned at 7:10 p.m.

Mayor James opened the meeting at 7:11 p.m.

Roll Call

Those present: Councilmembers Lebsack, Lemasters, Mellon, Tallent, Young

Those absent: Councilmember Molinar Jr.

Agenda Approval

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

New Business

Recognition of Outgoing Council Member – Mayor James presented Devin Davis with a plaque and jacket and thanked him for his service on the Town Council.

Appointment of Mayor Pro Tem – Two councilmembers were nominated for Mayor Pro-Tem, Councilmember Lebsack and Councilmember Tallent. Votes were cast by secret ballot, after numerous rounds of voting the outcome of the voting remained a tie. Councilmember Mellon made a motion seconded by Councilmember Young to continue with Councilmember Lebsack as Mayor Pro Tem until the May 7, 2018 council meeting. Motion carried with a unanimous vote.

Appointment of Town Attorney – Councilmember Young made a motion seconded by Councilmember Tallent to retain Avi Rocklin as Town Attorney. Motion carried with a unanimous vote.

Appointment of Municipal Court Judge – Councilmember Young made a motion seconded by Councilmember Tallent to retain Michael Lezar as Municipal Court Judge. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 7:47 p.m.

Mayor

Town Clerk/Treasurer

AMENDMENT

AMENDMENT TO IRON HORSE AGREEMENTS

THIS AMENDMENT TO IRON HORSE AGREEMENTS (the “**Amendment Agreement**”) is made and entered into between the **TOWN OF JOHNSTOWN, COLORADO**, a municipal corporation (hereinafter referred to as the “**Town**”) and **IRON HORSE, LLC**, a Colorado limited liability company (hereinafter referred to as “**Developer**”) this ____ day of _____, 2018.

WITNESSETH:

WHEREAS, on November 3, 2006, the Town and the Developer entered into an annexation agreement in connection with the annexation of that property known as the Spreng Annexation (the “**Annexation Agreement**”), which property included Iron Horse Filing One (“**Filing One**”) and Iron Horse Filing Two (“**Filing Two**”); and

WHEREAS, the Annexation Agreement contains, among other requirements, certain requirements for payment by the Developer of a proportionate share of a traffic signal and intersection improvements at Larimer County Road 3 and State Highway 34 (the “**Intersection Improvements**”); and

WHEREAS, on October 31, 2006, the Town and the Developer entered into the Public Improvements Development Agreement (Non-Residential) for Town of Johnstown (Iron Horse) in connection with the development of Filing One (the “**Filing One Agreement**”), which agreement requires, among other requirements, the Developer to construct certain improvements to Larimer County Road 3 from Ronald Reagan Boulevard to State Highway 34 as described in such agreement (the “**CR3 Improvements**”); and

WHEREAS, on May 11, 2012, the Town and the Developer entered into the Public Improvements Development Agreement (Non-Residential) for Town of Johnstown (Iron Horse, Filing No. 2) in connection with the development of Filing Two (the “**Filing Two Agreement**”), which agreement requires, among other requirements, that Developer construct the CR3 Improvements as described therein; and

WHEREAS, the Annexation Agreement, Filing One Agreement and Filing Two Agreement are referred to collectively herein as the “**Iron Horse Agreements**,” and

WHEREAS, the Developer is in negotiation regarding the potential sale of a lot in either Filing One or Filing Two, but excluding Block 1, Lots 1 through 6, Iron Horse Filing One (“**Carrier Lot**”); and

WHEREAS, the Town is supportive of the Developer's efforts to bring a significant new business to the Town; and

WHEREAS, the parties hereto desire to amend the Iron Horse Agreements to provide for the issuance of a building permit, upon satisfaction of Town requirements, for the development of the Carrier Lot without triggering a requirement for the Developer to pay for or construct the Intersection Improvements or the CR3 Improvements as set forth in the Iron Horse Agreements.

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 the Developer agree to amend the Iron Horse Agreements as follows:

A. Notwithstanding the requirements of the Iron Horse Agreements for the Developer's payment for or construction of the Intersection Improvements or the CR3 Improvements in connection with the issuance of building permits within the Spreng Annexation, Iron Horse Filing One or Iron Horse Filing Two, the Town agrees to issue a building permit for the Carrier Lot, upon the occurrence of both of the following events:

1. Developer's written confirmation provided to the Town Manager that the proposed buyer of the Carrier Lot ("Buyer") has provided a written representation to Developer that Buyer is acquiring the Carrier Lot with the current intention for the Carrier Lot to be utilized by Lohmiller & Company, a Colorado corporation, doing business as Carrier West, Inc., for light industrial, distribution and/or fabrication/assembly uses; and
2. Compliance by the Buyer or its successors with all Town requirements for the issuance of a building permit, including, but not limited to, payment of the requisite fees.

B. Neither the issuance of the building permit for nor the development of the Carrier Lot shall require compliance with the provisions of the Iron Horse Agreements for the Intersection Improvements or the CR3 Improvements. The Developer, however, shall not be entitled to receive any additional building permits in either Filing One or Filing Two beyond the one permit issued for the Carrier Lot until either the Intersection Improvements and the CR3 Improvements have been paid for and/or constructed in accordance with the Iron Horse Agreements and the Town requirements, or the Town and the Developer execute a written amendment(s) to the Iron Horse Agreements regarding the Intersection Improvements and the CR3 Improvements.

IN WITNESS WHEREOF, the parties have set their hands below.

TOWN OF JOHNSTOWN, COLORADO,
A Municipal Corporation

By: _____
Scott James, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

AGENDA ITEM 8A

**APPOINTMENT
OF
MAYOR PRO TEM**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: May 7, 2018

ITEM NUMBER: 8A

SUBJECT: Appointment of Mayor Pro tem

ACTION PROPOSED: Appoint Mayor Pro tem

PRESENTED BY: Town Clerk

AGENDA ITEM DESCRIPTION: Section 2.2 (Mayor, Mayor Pro Tem) of the Town Charter provides for the following:

“By the affirmative vote of a majority of the entire Council, a Council member shall be appointed as Mayor Pro Tem for the term as prescribed by ordinance to perform the responsibilities and duties of the Mayor when the Mayor is absent or is otherwise unable to perform the responsibilities and duties of the Mayor.”

At the April 16, 2018 Council meeting the Mayor and five (5) Council members were present to vote on the appointment of the two nominees for the Mayor Pro Tem position. After several ballots, the vote remained a tie (3-3). It was the consensus of Council to place this matter on the May 7th agenda for the entire Council to vote on the appointment.

LEGAL ADVICE: N/A

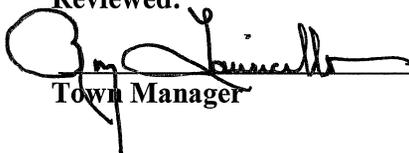
FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Appoint Mayor Pro Tem

SUGGESTED MOTION:

For Appointment: I move to appoint (name of Council member) Mayor Pro Tem.

Reviewed:


Town Manager

AGENDA ITEM 9A

**WATER/SEWER
SERVICE
AGREEMENT**

(Thompson River Ranch, Filing No. 9)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: May 7, 2018

ITEM NUMBER: 9A

SUBJECT: Consider Water and Sewer Service Agreement for Thompson River Ranch, Filing No. 9

ACTION PROPOSED: Consider Approval of Water and Sewer Service Agreement for Thompson River Ranch Filing No. 9

PRESENTED BY: Town Attorney

AGENDA ITEM DESCRIPTION: This agreement pertains to property located on the west side of Thompson River Ranch Filing No. 1 development. The property is within the original WRFG Annexation.

In compliance with the Town's water rights dedication ordinance, the Developer submitted to the Town a Water and Sewer Demand Analysis on or about September 18, 2017, and has been reviewed by the Town's Water Resources Engineer. Based upon the Town's Water Resources Engineer analysis with the proposed construction of 128 residential lots with potable landscape irrigation, the average water demand for Filing No. 9 with 21.21± acres is calculated to be 59.6 acre-feet per year.

The Developer, Oakwood Homes will apply existing dedication credit and also dedicate additional shares of Home Supply.

LEGAL ADVICE: The attached Water and Sewer Service Agreement was drafted by the Town's Water Attorney, Peter Ampe.

FINANCIAL ADVICE: The Town will collect additional water court transfer fees.

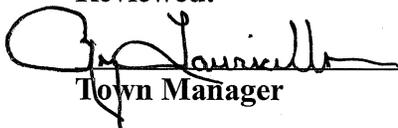
RECOMMENDED ACTION: Approve the Water and Sewer Service Agreement as drafted.

SUGGESTED MOTIONS:

For Approval: I move to approve the Water and Sewer Service Agreement for Thompson River Ranch Filing No. 9.

For Denial: I move to deny approval of the Water and Sewer Service Agreement for Thompson River Ranch Filing No. 9.

Reviewed:


Town Manager

AGREEMENT

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this ____ day of _____, 2018, by and between **CLAYTON PROPERTIES GROUP II, INC.**, a Colorado corporation d/b/a Oakwood Homes (“Developer”) and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as the “Parties” and singularly as “Party.”

WITNESSETH:

WHEREAS, the Developer owns an interest in land located in the NE1/4 of Section 22, T5N, R68W, 6th P.M., more particularly described as Thompson River Ranch Filing No. 9, Larimer County, Colorado, as described more particularly on Exhibit “A”, attached hereto and incorporated herein by this reference, containing approximately 21.21 acres (“Subject Property”); and

WHEREAS, the Subject Property was annexed to the Town as part of a larger annexation of 1109.18 acres of land, which was the subject of an Annexation Agreement between Thompson Ranch, LLLP, The Gerrard Family Limited Partnership, LLLP, Joel H. Wiens, and Rite-A-Way Industries, Inc., as Developer, and the Town dated December 18, 2000, and is more particularly described on Exhibit “B”; and

WHEREAS, the Subject Property is being developed by Developer as the Thompson River Ranch Filing No. 9 (“Project”) the location of which is more particularly described in Exhibit “B”; and

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

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code (“Ordinance”), Developer, has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Project. Said analysis is on file with the Town and is hereby accepted by the Town, as modified by the Town’s Water Engineer on December 15, 2017. The analysis addresses all of the projected water demands for the Project on the Subject Property. Said analysis indicates that the water dedication set forth in paragraph 2 will meet the estimated water supply needs for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-building	42.3	2.12
Residential Irrigation	11.8	10.03
Other Landscape Irrigation	5.5	4.68
Total	59.6	16.82

2. Water Rights Dedication.

a. After dedication to satisfy the requirements of the water supply for the Thompson River Ranch Filing No. 6 (February 22, 2017), Developer has a net surplus credit of 48.10 acre-feet of raw water credit changed to municipal purposes and 12.00 acre-feet of raw water credit not changed to municipal purposes

b. The water necessary for the In-Building and Irrigation Uses will be deducted from the surplus credit available to the Developer.

3. Surplus dedication credit. The use of the prior dedication credits will provide to the Developer water in excess of the demand for the Project. Developer will have a surplus dedication credit with the Town of .50 acre-feet of raw water changed to municipal use. The credit is calculated as follows:

Existing Credit: (non-municipal)	12.00 acre-feet
LESS: Estimated demand:	<u>12.00 acre-feet</u>
Net current surplus credit: (Municipal)	0.00 acre-feet
Existing Credit: (municipal)	48.10 acre-feet
LESS: Estimated demand:	<u>47.60 acre-feet</u>
Net current surplus credit: (Municipal)	0.50 acre-feet

Upon notice and written approval of the Town, authorization from Developer, and payment of the appropriate Water Court Transfer Fee, said credit may be utilized within the Project to offset increased demands, if any, which are not currently projected.

4. **Commitment to Serve Water and Sewer.** Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the approximately 21.21 acres described above up to 59.6 acre-feet per year of water

supply for in-building use together with the corresponding sewer service and for residential irrigation as described above.

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 at a point in time after water usage has been established to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments if necessary based on actual water usage.

6. Payment of Water Court Transfer fees. The dedication of 59.6 acre-feet per year of estimated water demand and estimated consumptive use of 16.82 acre-feet per year (119 SFE) of water rights decreed for municipal purposes for the Project requires a Water Court Transfer Fee (\$150.00 per SFE for the water changed to municipal use and \$300.00 per SFE for the water not changed to municipal purposes) of \$21,420.00 (Twenty-one Thousand, Four Hundred and Twenty Dollars) calculated as follows: 95.2 SFE supplied by water changed to municipal purposes: \$14,280.00; 23.8 SFE supplied by water not changed to municipal purposes: \$7,140.00. If the actual demand for the Project increases, additional fees will be required based on the then-existing fee schedule set forth in the Town's Ordinance. Further, in accordance with the Ordinance, additional fees will be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the Parties in accordance with the Town's Ordinance. If a downward adjustment in demand for the Project is agreed to in the future, the water Court Transfer Fee will also be adjusted/credited proportionately. Conversely, if an upward adjustment in demand is warranted based on actual water usage as described in paragraph 5, above, the Water Court Transfer Fee will also be increased proportionately.

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:

Clayton Properties Group II, Inc.
Attn: Brad Lenz
Vice President,
Land Acquisition and Entitlement
4908 Tower Road
Denver, CO 80249

WITH A COPY TO:

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
P.O. Box 609
101 Charlotte
Johnstown, CO 80534

WITH A COPY TO
THE TOWN ATTORNEYS:

Avi S. Rocklin
Johnstown Town Attorney
19 Old Town Square, Suite 238
Fort Collins, CO 80524

Charles P. Leder, Esq.
Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203
Email: cleder@spencerfane.com

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

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

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

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

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

11. Attorney's fees and costs. If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, the Town 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.

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

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

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

Signatures follow on separate pages

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Scott James, Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

Avi S. Rocklin
Johnstown Town Attorney

AGENDA ITEM 9B

**THOMPSON
RIVER RANCH
FILING No. 9
FINAL PLAT
(*Public Hearing)**

*** PUBLIC HEARING PROCEDURE-Thompson River Ranch, Filing No. 9 Final Plat**

- 1. Open public hearing**
- 2. Receive information from staff**
- 3. Ask to hear from anyone who supports the Final Plat**
- 4. Ask to hear from anyone who opposes the Final Plat**
- 5. Close the public hearing**
- 6. Ask for discussion**
- 7. Make decision and/or motion from Council.**
 - a. Need motion to consider either approval or denial of the Final Plat.**

(SUGGESTED MOTIONS):

For Approval:

I move to approve the Thompson River Ranch, Filing No. 9 Final Plat (subject to the following condition(s)...).

For Denial: I move to deny approval of the Thompson River Ranch, Filing No. 9 Final Plat

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: May 7, 2018

ITEM NUMBER: 9B

SUBJECT: *Public Hearing- Thompson River Ranch, Filing No. 9 Final Plat

ACTION PROPOSED: Consider Approval of Final Plat

PRESENTED BY: Mr. John Franklin, Town Planner

AGENDA ITEM DESCRIPTION: The applicant, Oakwood Homes has submitted a request for approval of a final subdivision plat for a parcel of land located next to the I-25 east frontage road on the west side of the existing Thompson River Ranch development. The property is within the original WRFG Annexation and is part of the approved Thompson River Ranch Filing No. 1 subdivision.

Filing No. 9 is the 'Carriage Home' development which was approved in 2017 as an amendment to the Design Guidelines and Preliminary Plan. There are 128 lots on approximately 21 acres. A portion of Filing 9 is within the Big Thompson River floodplain – Oakwood will need to apply for a formal map revision to remove the floodplain designation. The property is currently vacant. The zoning for the property is Planned Unit Development-Mixed Use for residential (PUD-MU), and is subject to the Thompson River Ranch Design Guidelines. Overall, there are 518 platted residential lots in Thompson River Ranch Filing No. 1 (Filing No. 2 was for an existing farmhouse), 135 lots in Filings 3&4, 60 lots in Filing No. 5 and 29 lots in Filing No. 6. Oakwood Homes will continue the type and quality of development, amenities and architecture that exist in the current development. Access to Filing No. 9 is from River Ranch Parkway and Briarwood Blvd.

The Planning and Zoning Commission held a public hearing on November 8, 2017 and voted unanimously to recommend approval of the final plat subject to conditions:

1. The two cul de sacs and street which only provide access to the cluster homes should be constructed to Town standards, but should be privately owned and maintained, with easements provided for public water and sewer mains.
2. Prior to Council consideration of the Final Plat, there shall be a satisfactory response to Town Engineer plat comments dated October 6, 2017, and approval by the Loveland Fire Rescue Authority.
3. Landscaping, signage, street lighting and related private improvements are subject to the Thompson River Ranch Design Guidelines and the Final PUD Site Development Plan as approved by the Town.
4. A Water and Sewer Service Agreement, and a Development Agreement prepared by the Town and signed by the developer shall be submitted for Town Council consideration with the Final Plat.

Oakwood has agreed to the private streets. The Town Engineer and Loveland Fire Authority are working with Oakwood to finalize the Civil Construction plans.

A Water and Sewer Service Agreement was approved previously. The Development Agreement, to be considered next, will address the timing and construction of improvements.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: The Planning and Zoning Commission has recommended approval subject to conditions.

SUGGESTED MOTIONS:

For Approval: I move to approve the Thompson River Ranch, Filing No. 9 Final Plat (subject to the following condition(s)...).

For Denial: I move to deny approval of the Thompson River Ranch, Filing No. 9 Final Plat.

Reviewed:


Town Manager

**PLANNING AND ZONING
COMMISSION**

SUMMARY MINUTES

**SUMMARY MINUTES
PLANNING & ZONING COMMISSION
WEDNESDAY, NOVEMBER 8, 2017
COUNCIL CHAMBERS
450 S. PARISH AVE.**

- 1. CALL TO ORDER:** *Chair Dowling called the meeting to order at 7:00pm.*
- 2. ROLL CALL:** *Present were Commissioners Tepper, Eady, Dowling, Geisendorfer and Storms. Absent were Commissioners Kingsolver and Montez.*
- 3. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA:** *None*
- 4. PUBLIC HEARINGS:**

*** A. Final Plat for Thompson River Ranch Filing No. 9:** *Chair Dowling opened the public hearing at 7:03pm. Town Planner Franklin introduced the request and presented the staff recommendation. Josh Rowland of LAI, representing Oakwood Homes, presented the request and answered questions.*

Commissioner Questions:

Is the staff asking for all streets to be private, or just the cul de sacs? (All)

Public Comment: None

Chair Dowling Close the hearing at 7:40 pm and asked for discussion and a motion. Chair Dowling offered the motion to recommend approval with conditions as presented by staff, clarifying that in condition 1. Both cul de sacs plus the through street were recommended as private.

- 1. The two cul de sacs and street which only provide access to the cluster homes should be constructed to Town standards, but should be privately owned and maintained, with easements provided for public water and sewer mains.*
- 2. Prior to Council consideration of the Final Plat, there shall be a satisfactory response to Town Engineer plat comments dated October 6, 2017, and approval by the Loveland Fire Rescue Authority.*
- 3. Landscaping, signage, street lighting and related private improvements are subject to the Thompson River Ranch Design Guidelines and the Final PUD Site Development Plan as approved by the Town.*
- 4. A Water and Sewer Service Agreement, and a Development Agreement prepared by the Town and signed by the developer shall be submitted for Town Council consideration with the Final Plat.*

Seconded by Commissioner Storms. Unanimous.

5. NEW BUSINESS:

A. Approval of Minutes of October 11, 2017: *Motion by Commissioner Geisendorfer, seconded by Storms to approve as presented. Unanimous.*

B. County Referrals: *Town Planner franklin mentioned that the Stroh Gravel Pit USR would be heard by the Larimer County Planning and Zoning Commission on Wednesday November 15 at 6:30 pm in the Larimer County Commissioners Hearing room.*

6. STAFF REPORT: *Town Planner Franklin discussed the following items with the Commissioners:*

A. Recent Town Council Actions

B. Applications in Review

C. Project and Program Updates: *CDOT Hwy 34 PEL Study public meeting on November 15.*

7. COMMISSIONERS' ITEMS: *The Commissioners agreed that the November 22 meeting would be canceled.*

8. ADJOURN: *Chair Dowling adjourned the meeting at 8:02 pm*

Respectfully submitted by John Franklin as Secretary to the Planning and Zoning Commission

**STAFF REPORT
TO
PLANNING AND ZONING
COMMISSION**

AGENDA MEMORANDUM

TO: Johnstown Planning and Zoning Commission
FROM: John Franklin, AICP, Town Planner 
DATE: For November 8, 2017
SUBJECT: Public Hearing Regarding a Final Plat for Thompson River Ranch Filing No. 9

Property Information

Applicant: Oakwood Homes

Owner: Same

Location: East of I-25 and one-half mile north of Hwy 402.

Property Size: 21±acres

Comprehensive Plan Designation: Commercial, Open Space

Current Zoning: PUD-MU

Current Use(s) of Property: Vacant

Surrounding Land Uses/Zoning:

- North: Residential/Larimer County FA
- South: Agriculture/Larimer County FA
- East: Single family detached residential, PUD-MU
- West: Interstate 25 East Frontage Road

Summary of Application: Oakwood Homes has requested Town approval of a final subdivision plat (replat) for 128 cluster single family detached lots.

Prior Actions: In 1999, the property was annexed and zoned PUD-MU as part of the WRFG Annexation. Filing No. 1, including the several parcels under review, was approved in 2005, along with the Thompson River Ranch Design Guidelines, which designated the parcels for commercial and multi-family use. The Thompson River Ranch Design Guidelines were amended in 2017 to allow cluster single family detached residential (Carriage Homes) on the parcels.

Technical Analysis

Relationship to Town Vision and Strategic Plan:

The Thompson River Ranch development is envisioned by the Town Council as a major residential neighborhood with park and open space amenities.

Public Health and Safety Impacts: The impacts from I-25 and the frontage road are more severe for parcels adjoining the roadway, especially from traffic noise, vibration and dust pollution.

Access and Traffic: Access will be by way of River Ranch Parkway and Briarwood Lane from the I-25 Frontage Road. As proposed, each single family lot in a typical cluster will share a common driveway, with maintenance provided by a homeowners association, or comparable maintenance entity.

Town Utilities: The property is within the Town's service area. Public water mains are available to serve the subdivision. Sanitary sewer is treated at the Low Point Wastewater Treatment Plant. Stormwater is collected, detained in a private, regional detention facility and then directed towards the Big Thompson River.

Mineral Interests and Operations: There are no oil/gas wells or production facilities approved for this site.

Parks and Open Space: On-site, and adjoining private landscaped common park areas are provided or planned in Thompson River Ranch.

Landscaping: Landscaping shall comply with Johnstown Landscape Standards and Specifications, and Thompson River Ranch Design Guidelines.

Fencing and Screening: As established by the TRR Design Guidelines and subject to Final Development Plan. In accordance with Town Council approval, the subdivision will be screened from the frontage road by evergreen trees.

Lighting and Street Furniture: As established by the TRR design Guidelines and subject to Final Development Plan.

Signage: Signage is per the TRR Design Guidelines and shall conform the Town Sign Code.

Phasing: The property is being developed in one or more phases.

Attachments: Written request narrative, Final Plat.

Crucial Referral Responses: Loveland Fire Rescue Authority.

Staff Recommendation:

Recommend approval of the Final Plat, subject to the following conditions:

1. The cul de sacs which only provide access to the cluster homes should be constructed to Town standards, but should be privately owned and maintained, with easements provided for public water and sewer mains.
2. Prior to Council consideration of the Final Plat, there shall be a satisfactory response to Town Engineer plat comments dated October 6, 2017, and approval by the Loveland Fire Rescue Authority.

3. Landscaping, signage, street lighting and related private improvements are subject to the Thompson River Ranch Design Guidelines and the Final PUD Site Development Plan as approved by the Town.
4. A Water and Sewer Service Agreement, and a Development Agreement prepared by the Town and signed by the developer shall be submitted for Town Council consideration with the Final Plat.

Planning Commission Action

1. Recommendation:

"I move that the Commission recommend approval of the Final Plat for Thompson River Ranch Filing No. 9."

Or,

2. Recommendation with Conditions:

"I move that the Commission recommend approval of the Final Plat for Thompson River Ranch Filing No. 9 with the following condition(s):

- a) _____;
- b) Etc."

Or,

3. Recommend denial:

"I move that the Commission recommend table the matter and direct the Town Planner to prepare findings for denial of the Final Plat for Thompson River Ranch Filing No. 9 regarding the following:

- a) _____;
- b) _____;
- c) Etc."

APPLICATION

September 15, 2017

John Franklin, Town Planner
Town of Johnstown
450 S. Parish Ave.
Johnstown, Colorado 80534

RE: Thompson River Ranch - Filing 9
Final Development Plan Submittal

Dear John:

On behalf of Oakwood Homes, we respectfully submit our application for **TRR – Filing 9** to the Town of Johnstown. As part of this submittal, we are providing the following brief project description as requested in the Final Plat Submittal Requirements.

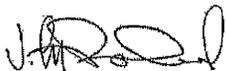
General Project Concept and Purpose of the Request

The Thompson River Ranch Filing 9 Final Development Plans consist of 4 tracts totaling approximately 21 acres, between the I-25 Frontage Road to the West and Existing Thompson River Ranch Filing 1 to the East. Filing 9 contains a total of 128 single-family detached cluster homes, henceforth referred to as “Carriage Homes.”

Filing 9 includes the construction of (3) local streets with 60’ public R-O-W. & (1) Private Alley. River Ranch Parkway & Briarwood Lane shall remain in their current alignment. The neighborhood provides access to trails and open space surrounding the property and to the extensive trails and open space amenities already available to TRR residents.

We appreciate your review and consideration of the FDP Filing 9 Landscape Plan submittal and look forward to working with you to plan the next phase of this innovative and quality planned community in the Town of Johnstown.

Regards,



Josh Rowland, LAI Design Group

FINAL PLAT

THOMPSON RIVER RANCH FILING NO. 9

LOCATED IN LOT 1, BLOCK 1, LOT 1 AND 2, BLOCK 8, LOT 4, BLOCK 8 AND LOT 2, BLOCK 14 IN FIRST AMENDMENT TO THOMPSON RIVER RANCH FILING NO. 1
BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, T 5 N, R 68 W OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO
FINAL PLAT

DEDICATIONS:
KNOW ALL PERSONS BY THESE PRESENTS THAT CLAYTON PROPERTIES GROUP II, INC., BEING THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:
PARCELS OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND IN THE TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO:
LOT 1, BLOCK 1, PHASE 4, FIRST AMENDMENT TO THOMPSON RIVER RANCH FILING NO. 1 AS RECORDED AT RECEPTION NUMBER 2007000127 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY TOGETHER WITH:
LOT 1 AND 2, BLOCK 8, PHASE 3, FIRST AMENDMENT TO THOMPSON RIVER RANCH FILING NO. 1 AS RECORDED AT RECEPTION NUMBER 2007000127 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY TOGETHER WITH:
LOT 4, BLOCK 8, PHASE 3, FIRST AMENDMENT TO THOMPSON RIVER RANCH FILING NO. 1 AS RECORDED AT RECEPTION NUMBER 2007000127 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY TOGETHER WITH:
LOT 2, BLOCK 14, PHASE 3, FIRST AMENDMENT TO THOMPSON RIVER RANCH FILING NO. 1 AS RECORDED AT RECEPTION NUMBER 2007000127 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY,
CONTAINING 252,704 SQUARE FEET OR 5.7421 ACRES MORE OR LESS,
AND DO HEREBY SUBSIDE THE SAME INTO THE LOTS, BLOCKS, TRACTS, OUTLOTS, RIGHTS-OF-WAY AND EASEMENTS UNDER THE NAME OF THOMPSON RIVER RANCH FILING NO. 9 AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHTS-OF-WAYS AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

CLAYTON PROPERTIES GROUP II, INC.

BY: DAVID BRAGHT
DIVISION PRESIDENT

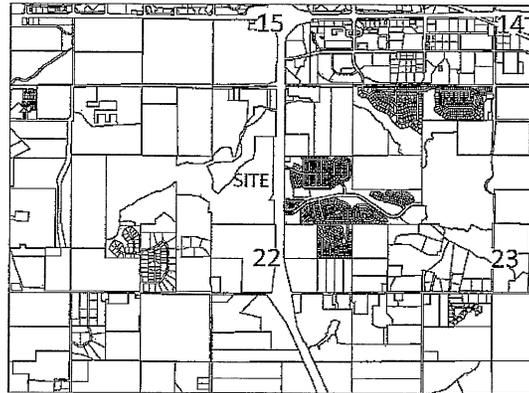
STATE OF COLORADO
COUNTY OF LARIMER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2017,
BY DAVID BRAGHT, AS DIVISION PRESIDENT OF CLAYTON PROPERTIES GROUP II, INC.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC



VICINITY MAP
NOT TO SCALE

SITE STATISTICS:
LARGEST LOT: 8,258 SF, 0.19 AC.
SMALLEST LOT: 2781 SF, 0.06 AC.
AVERAGE LOT SIZE: 2514 SF, 0.08 AC.
LOTS: 228 SINGLE FAMILY LOTS, 19 OUTLOTS, 1 TRACT
ROW DEDICATED: 124,102 SF, 2.85 AC.

OWNER & DEVELOPER:
CLAYTON PROPERTIES GROUP II, INC.
809 CLAYTON ROAD
MARYVILLE, TN 37684

ENGINEER:
GALLOWAY
5245 E. RONALD REAGAN, SUITE 210
JOHNSTOWN, CO 80534

PLANNING:
LADISION GROUP
3203 SOUTHPARK LANE, SUITE 110
LITTLETON, COLORADO 80120

SURVEYOR:
GALLOWAY
5245 E. RONALD REAGAN, SUITE 210
JOHNSTOWN, CO 80534

NOTES:
1. BASIS OF BEARINGS ASSUMED NORTH 89°52'14" EAST, ALONG THE SOUTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., SAID LINE BEING RECORDED BY A FOUND NUMBER 6 REAR W/TE. A 3 1/4" ALUMINUM CAP, STAMPED "D005-12-2007" AT ITS CENTER, 1/4 CORNER AND BY A FOUND NUMBER 6 REAR WITH A 3 1/4" ALUMINUM CAP, STAMPED "AZREC 2006-45-2596" AT THE CENTER EAST 1/4 CORNER OF SECTION 22 AS SHOWN HEREON.
2. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT FCC 2582922, DATED AUGUST 23, 2017, WAS RELIED UPON FOR INFORMATION REGARDING EASEMENTS AND ENCUMBRANCES REFERENCED IN THE PREPARATION OF THIS PLAT. THE SAID COMMITMENT PROVIDED FOR ADDITIONAL LANDS THAN ARE SHOWN AND DESCRIBED IN THIS PLAT.
THE FOLLOWING EASEMENTS LACK SUFFICIENT INFORMATION TO LOCATE ACCURATELY ON THIS PLAT:
EXCEPTION 12, RIGHT-OF-WAY EASEMENT (BOOK 261, PAGE 22); EXCEPTION 24, RIGHT-OF-WAY EASEMENT (BOOK 262, PAGE 500); EXCEPTION 58, POND EASEMENT (REC. NO. 30016914);
EXCEPTION 65, POND EASEMENT (REC. NO. 30016914).

3. THE ABOVE DESCRIBED PARCEL CONTAINS A CROPPED AREA OF 479,704 SQUARE FEET, 11.1 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES OF RECORD.
4. FLOOD INFORMATION: THE SUBJECT PROPERTIES LOCATED IN UNSHADDED ZONE X, THE AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, SHADDED ZONE X, AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 3 FEET, DRAINAGE DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AREAS PREDICTED BY FEMA FROM AN ANNUAL CHANCE FLOOD, ALL ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 080602048E, EFFECTIVE DATE 12/15/2006. SAID FLOODING FLOOD PLAIN INDICATIONS HAVE BEEN GRAPHICALLY SHOWN HEREON.
5. EASEMENTS: 20' WIDE UTILITY EASEMENTS ARE DEDICATED ALONG THE FRONT LOT LINES, 5' WIDE UTILITY EASEMENTS ARE DEDICATED ALONG THE REAR LOT LINES AS SHOWN HEREON.
6. EASEMENTS: OUTLOTS A, B, C, D, E, F, G, H, I AND J AND TRACT A AND B ARE DEDICATED AS EASEMENT EASEMENTS FOR VARIOUS PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, UTILITIES, LANDSCAPING, SIGNAGE, OPEN SPACE, AND TRAIL EASEMENTS. ALL EASEMENT EASEMENTS ARE SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
7. OWNERSHIP AND MAINTENANCE: OUTLOTS A, B, C, D, E, F, G, H, I AND J AND TRACT A AND B ARE OWNED AND MAINTAINED BY THE THOMPSON CROSSING METROPOLITAN DISTRICT NO. 9.
8. THE COMMON ACCESS DRIVES LABELED AS LANE ACCESS, DRAINAGE, LANDSCAPE AND UTILITY EASEMENTS TO BE MAINTAINED AS FOLLOWS:
A. SANITARY SEWER MAIN AND MANHOLE BY TOWN OF JOHNSTOWN
B. WATER MAIN, SEWER MAIN, CORPORATION STOP SERVICE FROM UP TO AND INCLUDING THE CURB STOP.
C. SURFACE MAINTENANCE INCLUDING PAVING AND LANDSCAPE WITHIN EASEMENT SHALL BE BY THE THOMPSON CROSSING METRO DISTRICT # 9.
D. ANY REMOVAL OR OBSTRUCTION TO PAVING OR LANDSCAPE RESULTING FROM TOWN OF JOHNSTOWN UTILITY (WATER OR SANITARY) SERVICE IS RESPONSIBILITY OF THOMPSON CROSSING METRO DISTRICT # 9.

SURVEYOR'S CERTIFICATE:
I, LEE G. BOSSGESS, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF THOMPSON RIVER RANCH FILING NO. 9 WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW AND IS ACCURATELY REPRESENTED ON THIS PLAT.
DATED THIS _____ DAY OF _____, 2017.

PRELIMINARY

LEE G. BOSSGESS
COLORADO PROFESSIONAL LAND SURVEYOR NUMBER
AN EMPLOYEE FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

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, OR IN NO EVENT MAY ANY ACTION BE BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

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

BY: _____
CHAIR, PLANNING AND ZONING COMMISSION

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

BY: MAYOR _____ ATTEST: TOWN CLERK _____

Galloway
PLANNING AND ZONING
5245 E. RONALD REAGAN, 640-210
JOHNSTOWN, CO 80534
970-461-3300
www.gallowayinc.com

#	DATE	ISSUE / DESCRIPTION	INT.

CLAYTON PROPERTIES GROUP II, INC.
5000 CLAYTON ROAD
MARYVILLE, TN 37684

THOMPSON RIVER RANCH FILING NO. 9
FINAL PLAT

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PROJECT NO:	0401300020
DRAWN BY:	AL
CHECKED BY:	JLB
DATE:	SEPTEMBER 14, 2017

SHEET
1 OF 5

THOMPSON RIVER RANCH FILING NO. 9

SITUATE IN LOT 1, BLOCK 1, LOT 1 AND 2, BLOCK 8, LOT 4, BLOCK 8 AND LOT 2, BLOCK 14 IN FIRST AMENDMENT TO THOMPSON RIVER RANCH FILING NO. 1
BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, T 5 N, R 68 W OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO
FINAL PLAT

LEGEND

- TO NO DOCUMENT (AS DESCRIBED)
- SECTIONMENT NO. & REBAR WITH GRADES & ELEV. DATA, PLUS 3/8" DIA. ALSO LOT CORNER PINS DESCRIBED
- PROPERTY LINE
- LOT LINE
- SECTION LINE
- SECTIONMENT LINE
- UTILITY EASEMENT
- ACCESS & DRAINAGE EASEMENT
- UTILITY & DRAINAGE EASEMENT
- EASEMENT FOR POWER EASEMENT
- ACCESS, DRAINAGE, LAWNWORK AND UTILITY EASEMENT



SEE MAP FOR THE LOCATION OF THE PROPERTY LINE BETWEEN THE MAP AND THE ADJACENT PROPERTY



Galloway
Planning, Architects, Engineers
5000 E. Hampden Avenue, Suite 200
Denver, CO 80231
303.751.2300
www.gallowayinc.com

DATE	ISSUE/DESCRIPTION	INT.

CLAYTON PROPERTIES GROUP II, INC.
5000 CLAYTON ROAD
MARYVILLE, TN 37804

THOMPSON RIVER RANCH FILING NO. 9
FINAL PLAT

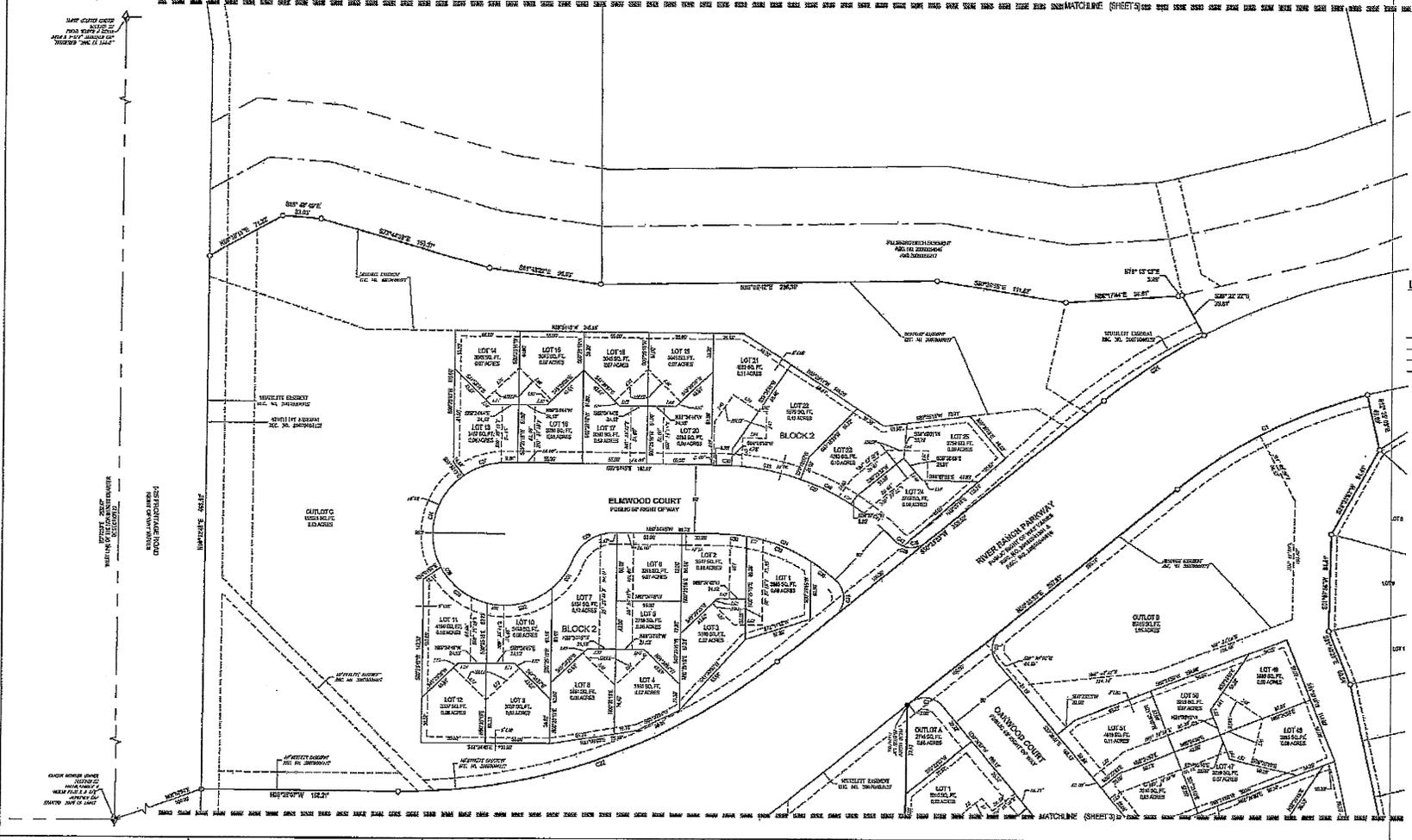
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PROJECT NO: OAKWOODRCH
DRAWING NO: AN
CHECKED BY: JED
DATE: SEPTEMBER 14, 2017

SHEET
3 OF 5

THOMPSON RIVER RANCH FILING NO. 9

SITUATE IN LOT 1, BLOCK 1, LOT 1 AND 2, BLOCK 8, LOT 4, BLOCK 8 AND LOT 2, BLOCK 14 IN FIRST AMENDMENT TO THOMPSON RIVER RANCH FILING NO. 1
 BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, T 5 N, R 68 W OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO
 FINAL PLAT



- LEGEND**
- FOUND MOVEMENT, (AS REQUIRED)
 - SETBACK, INCL. REPAIR WITH CHANGES PLANS TO CIV. PLS. (SEE APPENDIX FOR CHANGES)
 - PROPERTY LINE
 - LOT LINE
 - SECTION LINE
 - EASEMENT LINE
 - UTILITY EASEMENT
 - ACCESS & DRAINAGE EASEMENT
 - UTILITY & DRAINAGE EASEMENT
 - SHADY TREE EASEMENT
 - ACCESS (DRAINAGE, LANDSCAPE) UTILITY EASEMENT



Galloway
 Planning, Architecture, Engineering
 5000 E. Northway, Suite 210
 Westminster, CO 80037
 303.426.3333
 www.gallowayinc.com

#	DATE	ISSUE / DESCRIPTION	BY

CLAYTON PROPERTIES GROUP II, INC.
 5000 CLAYTON ROAD
 MARYVILLE, TN 37804

THOMPSON RIVER RANCH FILING NO. 9
 FINAL PLAT

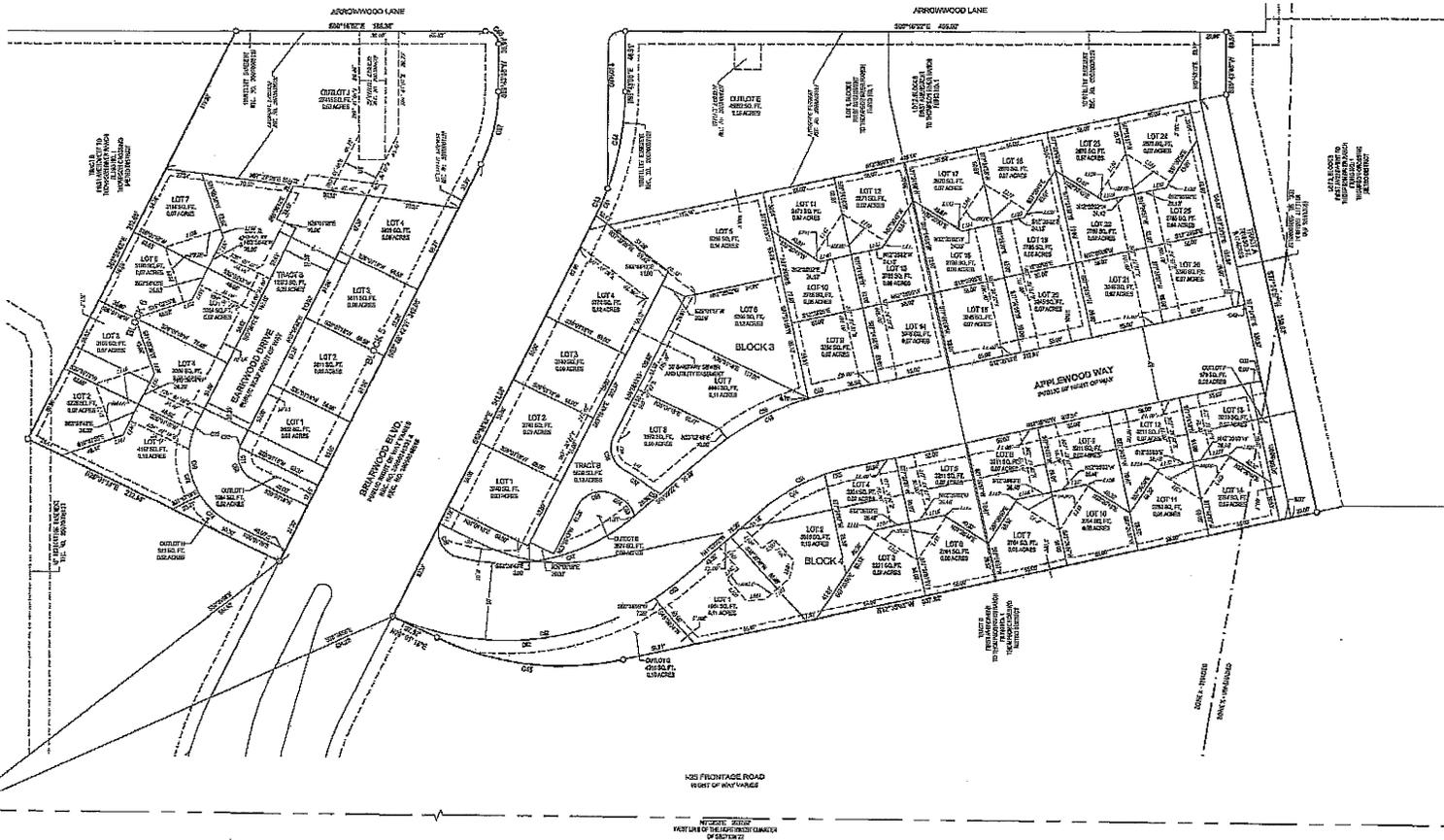
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PROJECT NO.	CA13100231
DRAWN BY	AR
CHECKED BY	LGR
DATE	SEPTEMBER 14, 2017

SHEET
4 OF 5

THOMPSON RIVER RANCH FILING NO. 9

SITUATE IN LOT 1, BLOCK 1, LOT 1 AND 2, BLOCK 8, LOT 4, BLOCK 8 AND LOT 2, BLOCK 14 IN FIRST AMENDMENT TO THOMPSON RIVER RANCH FILING NO. 1
BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, T 5 N, R 68 W OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO
FINAL PLAT



LEGEND

- FOUND ADJACENT, (AS DESCRIBED)
- SETBACK, (AS DESCRIBED)
- ▤ ACCESS EASEMENT
- ▥ UTILITY EASEMENT
- ▧ UTILITY EASEMENT
- ▨ UTILITY EASEMENT
- ▩ UTILITY EASEMENT
- UTILITY EASEMENT
- UTILITY EASEMENT
- ▬ PROPERTY LINE
- ▭ LOT LINE
- ▮ SECTION LINE
- ▯ UTILITY EASEMENT
- ▰ ACCESS & DRAINAGE EASEMENT
- ▱ UTILITY & DRAINAGE EASEMENT
- ▲ SANITARY SEWER EASEMENT
- △ ACCESS, DRAINAGE, LANDSCAPE AND UTILITY EASEMENT



Galloway
Planning, Architecture, Engineering
Suite 6, 17000 Highway 200, Suite 210
Johnstown, CO 80131
303.988.2500
www.gallowayco.com

DATE	ISSUE / DESCRIPTION	BY

CLAYTON PROPERTIES GROUP II, INC.
5808 CLAYTON ROAD
MARYVILLE, TN 37804

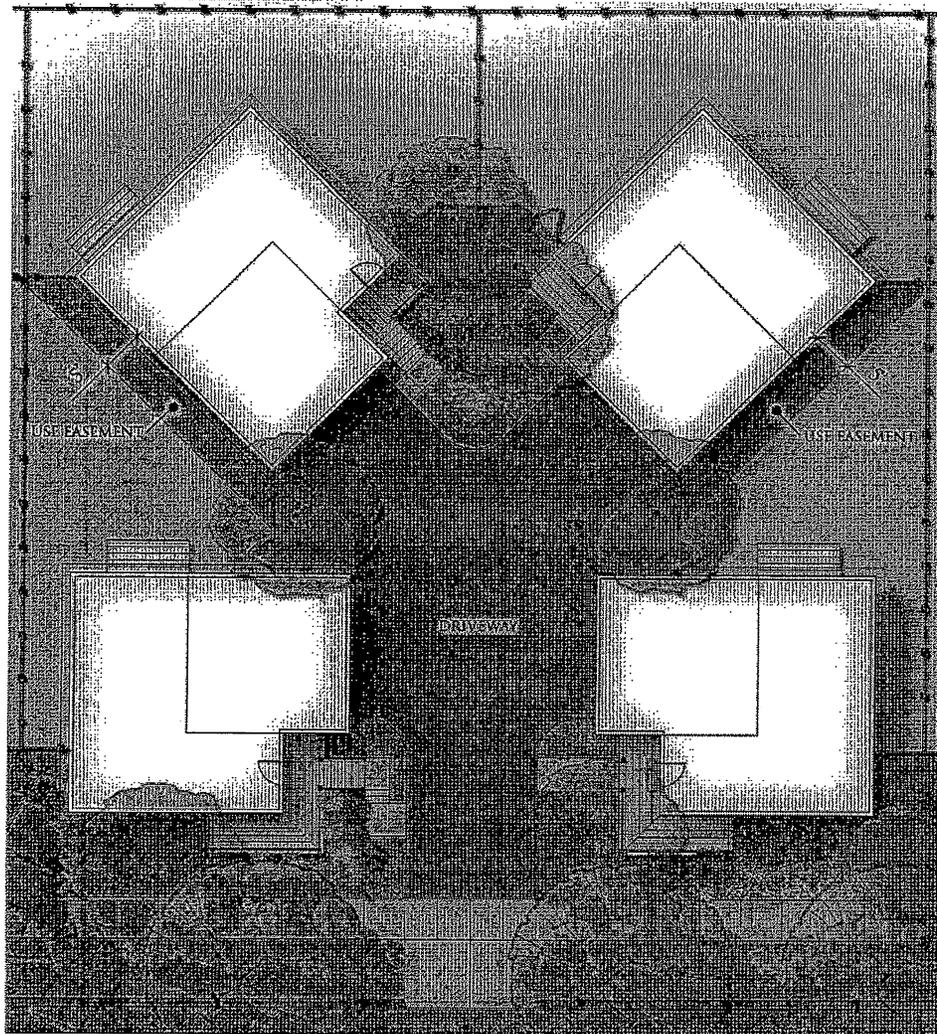
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FINAL PLAT

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PROJECTING	GALLOWAY
DESIGNED BY	AN
CHECKED BY	SW
DATE	SEPTEMBER 14, 2017

SHEET
5 OF 5

Carriage House Concept



Typical Cluster Plan



Typical Courtyard Elevations



Typical Courtyard Elevations

Thomson River Ranch - Carriage House

Architecture

Planning & Community

Visual Media

Landscape Architecture

Real Estate Advisory

LAI Design Group

www.LAIdesigngroup.com • 303.734.1777

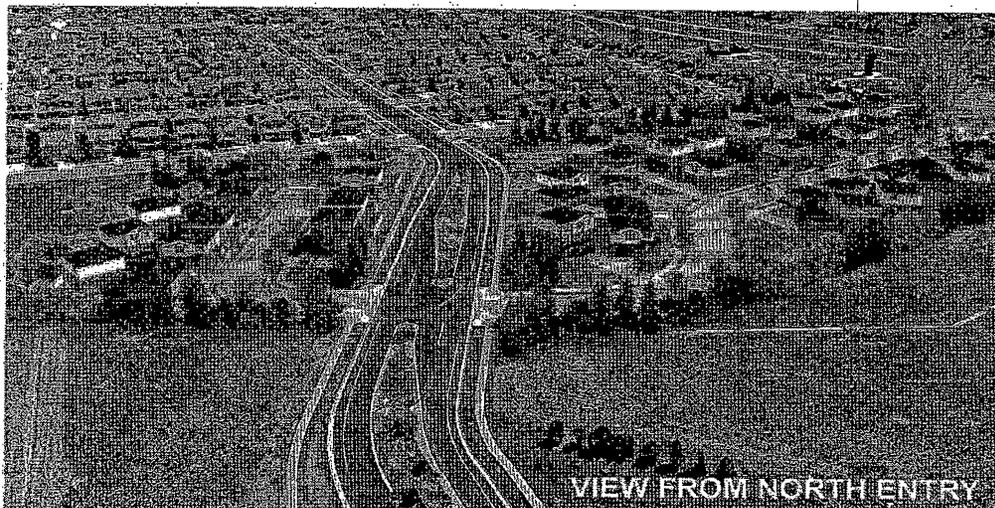
NORTH CARRIAGE HOUSE PARCEL



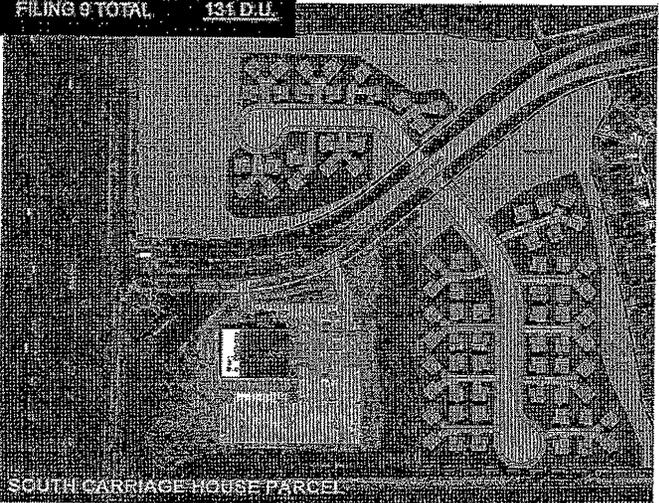
SITE DEVELOPMENT DATA

PARCEL 'A'	12 D.U.
PARCEL 'B'	44 D.U.
PARCEL 'C'	23 D.U.
PARCEL 'D'	52 D.U.

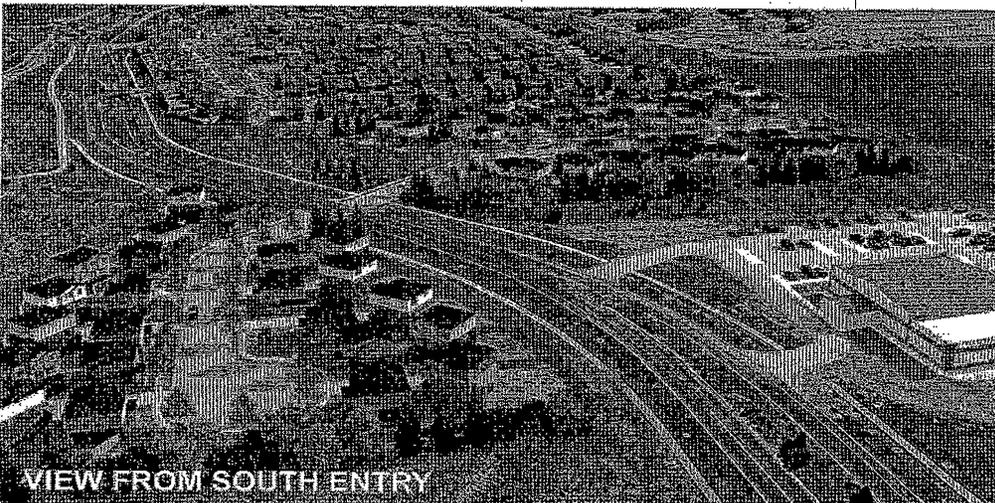
FILING 9 TOTAL 131 D.U.



VIEW FROM NORTH ENTRY



SOUTH CARRIAGE HOUSE PARCEL



VIEW FROM SOUTH ENTRY

Thompson River Ranch - Filing 9 Carriage House Concept Plan

LAI Design Group

www.laidesigngroup.com 303.734.3777

Planning & Zoning

GIS/Map

Landscape Architecture

Real Estate Advisory

REFERRAL COMMENTS

October 13, 2017

Oakwood Homes
4908 Tower Road
Denver, CO 80249
Attn: Jason Pock

Re: Thompson River Ranch #9 (Carriage Homes)

The referral and initial review phase is concluded. Should additional comments be received these will be forwarded to you. Should there be questions regarding the comments, please feel free to contact me or the Town Advisors and outside agencies.

1. Final Plat comments:
 - a. The Town staff will recommend the streets be privately owned and maintained, but constructed to Town standards (as they are proposed).
 - b. Please review the plat for misnamed streets and other errors.
2. Final PUD Site Development Plan: The Final PUD has been reviewed by the JRC in accordance with the Design Guidelines, as amended.
 - a. Please provide a sample for approval by the JRC of the proposed 'richly textured architectural roof materials' proposed for this filing. The JRC continues to encourage use of the concrete tile material in Filing No. 1.
 - b. Landscape plans comments are attached. A substantial screen of evergreen trees along the west lots was proposed to Town Council to help mitigate noise from I-25.
3. Construction Drawings: Initial Town Engineer comments are attached.
4. Loveland Fire Rescue Authority comments are pending.
5. Agreements: A Water and Sewer Service Agreement will be prepared. We will need to know the source of the water rights to be dedicated, and certificate numbers if possible.

A Planning and Zoning Commission hearing on the final plat can be scheduled for the November 8 meeting. The property may be posted on or before October 30.

Sincerely,



John Franklin
Town Planner

Attachments
Copy w/Attachments
LAI Design Group



FELSBURG
HOLT &
ULLEVIG

connecting and enhancing communities

October 10, 2017

MEMORANDUM

TO: John Franklin
FROM: Charles M. Buck, P.E., PTOE
SUBJECT: Thompson River Ranch Filing No. 9
FHU Reference No. 199201-01

I have reviewed the materials provided for Thompson River Ranch Filing No. 9. The site is located east of the I-25 frontage road along River Ranch Parkway. The materials include the development application, letter of intent, construction plans, final development plan, plat, and a trip generation analysis letter. I have examined these materials specifically from the perspective of traffic engineering and transportation planning but not general civil or utility engineering. I have the following comments:

- The current proposed uses are 128 single family homes. These residences would replace office and townhome uses previously proposed for this site.
- The overall traffic impacts of Thompson River Ranch were addressed in a prior report dated November 2004, prepared by Matthew Delich. Roadway improvements as recommended in the 2004 report have been constructed on the frontage road at the intersection with River Ranch Parkway.
- Signing/stripping on River Ranch Road and the site accesses are appropriately depicted in the construction plans.
- The trip generation letter, dated August 7, 2017 (also by Matthew Delich), provides a trip generation comparison between the previous and current uses.
- As demonstrated in the trip generation letter, the current development proposal for this site will generate fewer trips during the critical peak hours. The relative impacts of site generated traffic will be less.

Based on the above, we have no concerns with this current application. Please call if you have any questions or need additional information.

TRR #9

Major Engineering Comments / Concerns at this time: 10/6/17

1. **Concept of Development – “Patio Homes”** – with multiple homes off shared comment drives, etc.
This development concept appears to border on a Condominium type approach – where typically there are individual ownerships (homes/lots) with common area served/maintained by the Condo Association. However, that is NOT the case (or does not appear to be the intent) in TRR #9.
 - a. Multiple homes are served off of a single shared private drive (in “pods” of 3 to 6 DU typically). The drive overlaps the lot lines of all the lots – so there is not ONE apparent owner responsible for maintenance. Clearly identified cross-access easements, AND clearly defined maintenance agreement(s) should be in place. Also, the water and sanitary leads for each home are/under this shared driveway. Who will be responsible for their maintenance and/or replacement (if/when necessary)?
 - b. The Multiple homes in each “pod” are served by a SINGLE sanitary lead from the public sanitary sewer in the Public Street and/or a public sewer in what should be an easement within a private street/drive. This raises concern over who will be responsible for maintenance of that combined lead. Again – very clear maintenance agreement(s) should be in place to protect all the property owners.
 - c. Water from the public main (in the public street and/or easement within private drive) is brought in to a header on a bank of water meters for each “Pod” of homes by a SINGLE service line. From the water meter supply header, each home then has a separate water meter and $\frac{3}{4}$ ” home “lead”.
 - The single line from the main to the meter header is shown as a 1” copper service, which then serves from 3 to 6 (depending on the “pod”) individual homes – each with a $\frac{3}{4}$ ” individual service line. How can a single 1” line provide adequate service to multiple $\frac{3}{4}$ ” services?
 - Typically, from the meter into the home is a private homeowner line, and from the public main to the meter (e.g. to the curb-stop) is the water systems (Town’s) line. How will ownership/maintenance of these proposed TRR 9 lines (from main to meter bank) be addressed?



2. PLAT RELATED ITEMS

- a. Plat identifies several Outlots (A thru J), and Tracts (A & B), places blanket easements on all of them, and identifies that the Outlots and Tracts will be owned and maintained by the Thompson Crossing Metro District. (However, these Tracts/Outlots do not address the issues of shared driveways, sewer leads and/or water noted above).
- b. There is common “private street/drive” that straddles the south end of Phase 3 (per plat) or Phase C (per CD’s) and the north end of the parcel with the Park on it at the SW corner of the existing Filing 1 area north of Hillsboro Ditch. The Plat does NOT identify this shared portion as either a Tract nor an Outlot. It probably should be identified as a Tract (e.g. TRACT C), labeled accordingly, etc. The Plat does note that there is a 40’ recorded Access and Utility Easement that encompasses this portion of property within the TRR #9 Plat.
- c. The Plat refers to the four portions/phases of the TRR 9 area as Phases 1, 2, 3 & 4 (starting from the south and moving north). The Civil CD’s refer to them as Phase A, B, C & D. While not

essential, it would seem appropriate to be consistent between all related development documents.

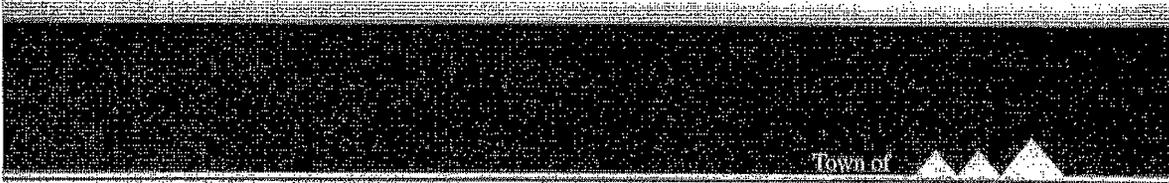
- d. ~~Street Names on Plat and within CD's are not in total agreement. Both sets of documents should match – and must show street names as approved by the Town. Also, on the Plat (Sheets 3 & 4, River Ranch Parkway is incorrectly shown as Ronald Reagan Blvd. (Plat shows Greenwood Court in Phase B, 2, while CD's show Elmwood Court).~~
- e. Plat Sheet 3 does not show the 15' Private Utility Easement along the south side of River Ranch Parkway that, at least as indicated on the Abundant Life Tabernacle Plans, was supposed to have been issued (by separate document) for the private sanitary line from "ALT" to the public sanitary main. This private sanitary lead traverses a majority of the north end of TRR #9 Phase A (or 1).
- f. The Civil CD's (re: Sheet C2.0) show a 20' wide compacted road base emergency access road between the Oakwood Court Cul-de-sac (south end of Phase A (1)) to "apparently" the SE corner of the Abundant Life Tabernacle. The Plat does not indicate any sort of access easement for this emergency access road. (Also – related – is there "agreement" with the Tabernacle for this?).
- g. Plat does not clearly label the proposed Public ROW's (for the proposed Public Streets) – instead noting each as "ROW Varies". The CD's (on cover page) show proposed public street Typical Cross Section at 50' ROW width (which does not match Town Standards) and then shows within the CD's shows the proposed public streets designed with 60' ROW's (and generally matching the Town's Local Street Standards). The Plat should clearly identify the "typical" ROW widths, and the Plat and CD's should CONSISTENTLY agree. (We recommend that the 60' Local Street standard be followed – consistent with what was (apparently) used in TRR1.)
- h. The Plat indicates a total of 21.21 acres is being platted as TRR Filing 9. The Drainage Report references 53.2+/- acres as being developed for the Project. (This may include overall drainage area, including area outside the Plat boundaries. However, this is quite a difference – and should be verified.) The "original" (2004-05) PUD suggests the area indicated at that time as future Filing IV (which is where current Filing 9 falls) as being 41+/- acres.

3. Other General Items

(Note – we have a significant number of potential specific technical comments on the CD's and drainage report. The following are just a few "key" items for now.)

- a. Sanitary Demands: We will want/need to see a Sanitary Basis of Design report documenting the capacities/design for the sanitary sewers within TRR9, as well as demonstrating that the existing downstream system has adequate capacity (transmission and treatment). The Original TRR Master Development Plan (2004-05) had projected the area now being developed as TRR 9 to consist of 41+/- acres, with mixed use buildings and 100+/- dwelling units. The current proposed TRR #9 plans show 128 proposed lots [51 Lots, Phase 1 (A); 25 Lots, Phase 2 (B); 40 Lots, Phase (C); and, 12 Lots, Phase 4 (D).] We anticipate the overall original sanitary system design was sized for the original PUD planned loadings, and that 128 DU's now, as compared to 100 +/- DU's + mixed use/commercial should turn out to be similar total loadings. So, we anticipate the system will be shown to be adequate.

- b. Water System Demands: Overall, similar to the sanitary comments above, we would anticipate the overall water system in the area would have been sized (master planned) to be adequate for the current proposed TRR9 development density.
- We will want/need to see a water system modeling report demonstrating the capacity (both domestic service and fire flows).
 - We have some questions/concerns about proposed fire hydrant locations/placement – which should be addressed with/through Carrie Dann, LFRA.
- c. Public Streets – Intersections: The TRR CD's indicate proposed use of existing curb-cuts/returns at existing Briarwood Lane for the public street intersections of Applewood Way [to the south, into Phase 3 (C)] and Barkwood Drive [to the north, into Phase 4 (D)]. These "existing" connections are shown as only 19.16' FL-FL wide (to south) and 19.54' FL-FL wide (north). It appears these existing "connections" were perhaps installed as future commercial driveways, and NOT future public streets. The Town Local Street standard requires two 12-foot lanes (24' asphalt width, 28' FL-FL width). We recommend (will require, unless otherwise directed by the Town) that these two existing connections be total removed and replaced with properly sides intersections.
- d. Drainage Design: The Civil CD's do not appear to show modification/reconstruction of the existing stormwater detention/water quality basins serving the proposed TRR9 development(s) (Basins G02, G04 & Pond A, from the TRR1 development plans/Master Drainage Report). [At least, the currently submitted CDs do not provide any engineering plans/details documenting any proposed modifications.] The TRR9 Drainage Report, however, indicates these facilities "...will be modified." and then stating "...Additional detail will be provided in a follow up submittal." In order to be an "approvable" set of Civil CD's and Final Drainage Report, the full design documentation must be provided at this time.



Town of
Johnstown

Planning and Zoning Department
450 S. Parish Ave.
Johnstown, CO 80534

APPLICATION REFERRAL

DATE: *September 18, 2017*

TO: Town Departments, Advisors and Others

FROM: John Franklin, Town Planner - jfranklin@townofjohnstown.com

Applicant: *Oakwood Homes*

Project: *Final PUD Site Development Plan – Thompson River Ranch Filing No. 9*

Location: *East of the I-25 east frontage road in the Thompson River Ranch Development*

Please reply by: *October 12, 2017*

Tentatively Scheduled for Administrative Consideration: *October 12, 2017*

The application is submitted to you for review and recommendation. Any comments or recommendations you consider relevant to this request would be appreciated. If additional documentation will be required, please let me know as soon as possible.

Comments:

This area was included in the original sewer study used to design the Low Point Waste

Water Infrastructure and is considered to be included within Thompson Crossing Metro

District No. 1 for purposes of purchasing water and sewer tap certificates. Please send

an address plat when it becomes available.

By: Nathan Gerrard
District Manager
Thompson Crossing Metro District No. 1

Date: 9/20/2017

AGENDA ITEM 9C

**SUBDIVISION
DEVELOPMENT
AND
IMPROVEMENT
AGREEMENT
(Thompson River Ranch PUD,
Filing No. 9)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: May 7, 2018

ITEM NUMBER: 9C

SUBJECT: Consider Subdivision Development and Improvement Agreement - Thompson River Ranch Filing No. 9

ACTION PROPOSED: Consider Approval of Subdivision Development and Improvement Agreement for Thompson River Ranch Filing No. 9

PRESENTED BY: Avi Rocklin, Town Attorney and John Franklin, Town Planner

AGENDA ITEM DESCRIPTION: The Final Plat for Thompson River Ranch Filing No. 9 was approved earlier in tonight's agenda. The Agreement requires the Developer to develop the property in accordance with the subdivision plat that was approved previously by the Council. The Agreement requires the Developer to install public and private improvements at the Developer's cost in accordance with the Town's specifications. The Agreement provides for private ownership and maintenance of the two cul de sacs and street, and also includes (in Exhibit B-3) milestones for completion of certain improvements, as recommended by the Planning and Zoning Commission and as directed by Town Council in previous filings.

LEGAL ADVICE: The Town Attorney drafted the attached public improvements development agreement.

FINANCIAL ADVICE: N/A

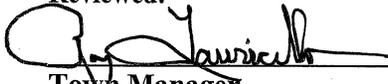
RECOMMENDED ACTION: Consider approval of the public improvements development agreement.

SUGGESTED MOTIONS:

For Approval: I move to approve the public improvements development agreement for Thompson River Ranch Filing No. 9 (with conditions...).

For Denial: I move to deny approval of the public improvements development agreement for Thompson River Ranch Filing No. 9.

Reviewed:


Town Manager

AGREEMENT

**AMENDMENT TO PUBLIC IMPROVEMENTS DEVELOPMENT AGREEMENT
FOR TOWN OF JOHNSTOWN, THOMPSON RIVER RANCH FILING NO. 1,
CONCERNING THOMPSON RIVER RANCH FILING NO. 9**

This Amendment to Public Improvements Development Agreement for Town of Johnstown, Thompson River Ranch Filing No. 1, Concerning Thompson River Ranch Filing No. 9 (“Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a municipal corporation and **Clayton Properties Group II, Inc.**, a Colorado corporation d/b/a **Oakwood Homes**.

WITNESSETH:

WHEREAS, on or about September 9, 2005, the Town of Johnstown (“Town”), WR Investment Co., Inc. and HC Development & Management Services, Inc. entered into a Public Improvements Development Agreement for Town of Johnstown related to Thompson River Ranch Filing No. 1 (“Filing No. 1 Agreement”); and

WHEREAS, the Filing No. 1 Agreement related to, among other matters, the construction and installation of public improvements relating to approximately 237.171 acres of real property; and

WHEREAS, Oakwood Homes (“Developer”) is the successor in interest to WR Investment Co., Inc. and HC Development & Management Services, Inc. with respect to certain of the real property that was the subject of the Filing No. 1 Agreement, and is authorized to execute this Agreement; and

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

WHEREAS, the Property is subject to and was within the scope the real property described in the Filing No. 1 Agreement; and

WHEREAS, Developer seeks to develop the Property and to designate such development as Thompson River Ranch, Filing No. 9 (“Development”); and

WHEREAS, the Developer may develop the Development in four phases as set forth on **Exhibit C** attached hereto and incorporated herein by this reference; and

WHEREAS, the Property is subject to a Final Plat that was approved by the Town in conjunction with approvals related to Thompson River Ranch Filing No. 1; and

WHEREAS, the Developer has submitted an amendment to the Filing No. 1 Final Plat depicting the Development, which is attached hereto as **Exhibit B-1** and incorporated herein by this reference (“Amended Final Plat”); and

WHEREAS, the Town Council approved, or will approve, the Amended Final Plat by passage of Resolution _____, containing terms and conditions of approval of the Amended Final Plat, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference (“Resolution”); and

WHEREAS, the Town and Developer desire to set forth the obligations related to the Development in this Agreement and amend the Filing No. 1 Agreement only as such agreement relates to the Property described herein; and

WHEREAS, Developer understands and agrees that, as a further condition of approval of the Amended 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 Amended Final Plat, the Resolution, the Town’s ordinances, resolutions and regulations and all other applicable laws and regulations.

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

RECITALS

The Recitals are incorporated as if fully set forth herein.

DEFINITIONS

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

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

Town; and (2) with respect to the Private Improvements, the approved “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**. Development shall not have the meaning attributed to that term in the Filing No. 1 Agreement.

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

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

1.7 “**Phase**” shall mean each separate phase of the Development for which all necessary Subdivision Improvements shall be completed as described on the attached **Exhibit C**.

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

1.9 “**Public Improvements**” shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities, irrigation structures and other public facilities and improvements to serve the Development.

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

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

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

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

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

1.15 “**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 for each Phase, 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 for each Phase, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town 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 encumbrances, 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 Amended Final Plat, the Resolution, the Civil Engineering Construction Plans, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All Public Improvements shall be installed and constructed within the rights-of-way or easements dedicated to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Public Improvements shall be new and both workmanship and materials shall be of good quality.

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

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

2.5 **Completion of Construction:** For each phase, Developer shall complete construction of the Public Improvements no later than eighteen (18) months from the commencement of the construction, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town 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 for each Phase, Developer shall submit a Site Development Plan to the Town. The Site Development Plan shall contain the proposed Private Improvements for the Development, including a plan for stormwater improvements, an irrigation system, landscaping, fencing, entry-way signage, street signs and posts, street lighting, parks and open space, trails, postal service boxes and school bus stop shelters. 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 Amended Final Plat, the Resolution, the Site Development Plan, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All landscaping design and inspection services shall be performed by a professional landscape architect or engineer. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be new and both workmanship and materials shall be of good quality.

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

3.4 ***Completion of Private Improvements:*** Unless otherwise agreed in writing by the Town Manager, the Private Improvements for each phase 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 may, in its discretion, allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient surety in the form of a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary is provided to the Town. For clarity, the Private Improvements referenced herein do not apply to backyard improvements, which are anticipated to be installed by the homeowners.

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

4. **Dry-Utilities**

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

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

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

5.1 **Initial Acceptance:** For each Phase, 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.*** Prior to Initial Acceptance of the Public Improvements for each Phase, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("Maintenance Guarantee"). The Maintenance Guarantee shall equal fifteen percent (15%) of the total cost of the Public Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Public Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Public Improvements.

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

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

5.5 ***Final Acceptance:*** Two (2) years after the Town's Initial Acceptance of the Public Improvements for each Phase, which time period may be extended in the Town's discretion due to remedial or repair work that may be necessary in the first two (2) years by providing written notice to Developer, Developer shall make a written request to the Town Manager for a final inspection of the Public Improvements ("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 *Dedication and Maintenance of Subdivision Improvements:* Upon Final Acceptance of the Subdivision Improvements for each Phase: (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 and otherwise authorized and approved by the Town, by the Developer 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, a metropolitan or special district or the appropriate public utility company.

WATER AND SEWER SERVICE

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

BUILDING PERMITS

7.1 The Town shall not issue building permits or install water meters for any Phase of the Development until: (1) the Amended Final Plat has been recorded with the Larimer 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; (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; and (6) all terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, the Town may, in its sole discretion, issue building permits prior to completion of certain of the less critical Subdivision Improvements, as determined by the Town in its sole discretion, on the condition that such improvements be completed prior to the issuance of certificates of occupancy.

7.3 If at any time the Town determines that Developer is not in compliance with this

Agreement, the Amended Final Plat, the Resolution or the Approved Plans, the Town may withhold the issuance of building permits.

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 Developer agrees to control all weeds growing within the Development. Developer further agrees to use the appropriate herbicide and undertake mowing of the property within the Development.

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 hereby ensures that Developer's subcontractors shall cooperate with the Town's construction inspectors in all manners, including, but not limited to, by ceasing operations

when winds are of sufficient velocity to create blowing dust which the Town, in its discretion, determines is hazardous to the public health and welfare.

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

9.5 Developer shall take all necessary steps to prevent its construction activities from harming water quality, water bodies and wetlands. All drainage and holding ponds shall be kept free of standing water by whatever means possible including, but not limited to, pumping water out of any holding ponds.

LIABILITY, INSURANCE AND COST REIMBURSEMENT

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

10.2 **Insurance:** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Subdivision Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, Town Officials, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of three hundred fifty thousand dollars (\$350,000.00) for injury to one person, or nine hundred, ninety thousand dollars (\$990,000.00) for injury to two or more persons in any single occurrence, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Whenever requested by the Town Manager, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and which show the Town, Town Officials, its employees, agents and representatives as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

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

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

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

10.6 **Colorado Governmental Immunity Act:** Nothing in this Agreement shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by the law to the Town, Town Officials, employees, 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 Amended Final Plat, the Resolution, or the Approved Plans, or Developer fails to comply with the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. In the event of a default, the Town shall deliver written notice to Developer of such default and Developer shall have ten (10) days from receipt of such notice to cure the default. If the default is not of a type that may be cured within such ten (10) day period, Developer may provide written notice to the Town within such period that it is actively and diligently pursuing such cure and Developer shall thereafter have a reasonable time to cure the default, provided that Developer is at all times within that extended period actively and diligently pursuing a cure. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance or Performance Guarantee.

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

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

SPECIAL PROVISIONS

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

12.2 As set forth in Paragraph 3.5 above, Developer or the homeowner's association, as appropriate, shall be responsible for replacement of decorative light fixtures, decorative street signs and all other decorative amenities in the Development when replacement is necessary and warranted over time.

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 Amended 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 Amended Final Plat.

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

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

13.6 **Title and Authority:** Developer expressly warrants and represents to the Town that it is the record owner of the Property and further represents and warrants that the undersigned has

full power and authority to enter into this Agreement. Developer understands that the Town is relying on the representations and warranties contained herein in approving in entering into this Agreement.

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

TO DEVELOPER:

CLAYTON PROPERTIES GROUP II, INC.

Attention: Brad Lenz
4908 Tower Road
Denver, CO 80249
Email: blenz@oakwoodhomesco.com

WITH A COPY TO:

Charles P. Leder, Esq.
Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203
Email: cleder@spencerfane.com

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

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 Amended 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 Amended 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 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 as to Filing No. 9; Filing No. 1 Agreement otherwise Effective.** This Agreement constitutes the entire agreement and understanding between the parties regarding the Development, as defined herein, and supersedes all prior agreements or understandings. Any amendment to this Agreement must be in writing and signed by the parties. Except as modified herein with respect to the Development, the Filing No. 1 Agreement shall remain in full force and effect.

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

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

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

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

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this ____ day of _____, 2018.

CLAYTON PROPERTIES GROUP II, INC.

By: 
Brad Lenz
Vice President, Land Acquisition and Entitlement

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

SUBSCRIBED AND SWORN to before me this 21 day of March 2018 by Brad Lenz as Vice President, Land Acquisition and Entitlement for Clayton Properties Group II, Inc.

WITNESS my hand and official seal.

My commission expires: January 17,
2021

JOCLYN ALEXANDRIA KING
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174002154
MY COMMISSION EXPIRES JANUARY 17, 2021

Joclyn Alexandria King
Notary Public

TOWN OF JOHNSTOWN, COLORADO
A Municipal Corporation

By: _____
Scott James, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
()**

EXHIBITS

TABLE OF CONTENTS

EXHIBIT A:	Legal Description of Subject Property
EXHIBIT B-1:	Copy of Amended Final Plat
EXHIBIT B-2:	Town Resolution Approving Development
EXHIBIT B-3:	Additional Terms, Conditions or Provisions
EXHIBIT C:	Schedule of Public Improvements (Includes Phasing)
EXHIBIT D:	Irrevocable Letter of Credit Form
EXHIBIT E:	Notice (Approval of Final Plan/Plat and of Development Agreement)

EXHIBIT A

**LEGAL DESCRIPTION
(Development)**

EXHIBIT B-1

PLAT OR PLAN

(SEE ATTACHED)

EXHIBIT B-2

(RESOLUTION APPROVING PLAT OR PLAN)

(SEE ATTACHED)

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. Developer shall complete construction of the community building and swimming pool described in the Final Development Plan 'A' and 'B' for Thompson River Ranch Filing No. 1 approved June 5, 2006, on or before the issuance of 500 additional certificates of occupancy by the Town, excluding certificates of occupancy issued for Thompson River Ranch Filing Nos. 1, 3 and 4, or by June 30, 2023, whichever is earlier. As a condition of the extension, the Developer shall provide a binding financial surety to Thompson Crossing Metropolitan District No. 3, guaranteeing payment of the full cost of the Community Amenities, on or before ____, 2018.
2. On or before Developer obtains the 120th building permit in the Thompson River Ranch Development, exclusive of Filing Nos 1, 3, 4 and 9, Developer shall have completed construction to improve Larimer County Road 3 (High Plains Boulevard) to an Interim Arterial standard, as described in the Town Design Criteria, within Town Limits from River Ranch Parkway to the Hillsborough Ditch crossing. The road shall be extended as a special Interim Arterial section across the Hillsborough Ditch south to Larimer County Road 18, with access improvements onto County Road 18 as determined by the Town Traffic Engineer.
3. Landscaping, signage, street lighting and related Private Improvements are subject to the Thompson River Ranch Design Guidelines and the final Site Development Plan for this Development.
4. The two cul de sacs and the adjoining street that provides access only to the cluster homes located on the Property shall, unless otherwise directed by Town Council, be constructed to Town standards, but shall be privately owned and maintained, with easements dedicated to the Town for public water and sewer mains. If Town Council directs that the cul de sacs are to be publicly owned, Town staff shall provide written notice to the Developer, referencing this provision of the Agreement.

EXHIBIT C

**SCHEDULE OF PUBLIC IMPROVEMENTS
(INCLUDES PHASING)
(ATTACHED)**

EXHIBIT D

FORM--IRREVOCABLE LETTER OF CREDIT

NAME OF ISSUING BANK _____
ADDRESS OF ISSUING BANK _____

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

ATTENTION: TOWN OF JOHNSTOWN ATTORNEY AND TOWN MANAGER

We hereby establish, at the request and for the account of this Irrevocable Letter of Credit in favor of the Town of Johnstown in the amount of \$_____. The purpose of this Letter of Credit is to secure performance of a Development Agreement for _____, dated this day _____ of _____, 20____, between the Town of Johnstown and _____.

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

Partial and multiple drawings are permitted hereunder.

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

This Irrevocable Letter of Credit is not transferable.

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

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

Signed this _____ day of _____, 20_____.

Issuing Bank: _____

By: _____

Officer's Title: _____

Address: _____

STATE OF)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

My commission expires:

Notary Public

EXHIBIT E

NOTICE

Please take notice that on the ____ day of _____, 20__, the Town Council of the Town of Johnstown approved the Amended Final Plat for the development known as Thompson River Ranch Filing No. 9, 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 _____, 2018, 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_____.

Town Clerk

Town Manager

AGENDA ITEM 9D

**TRANSFER
OF
OWNERSHIP
(Johnstown Liquor, Inc.)
(*Public Hearing)**

*** PUBLIC HEARING PROCEDURE- Transfer of Ownership for Johnstown Liquor, Inc.**

- 1. Open public hearing**
- 2. Receive information from staff**
- 3. Ask to hear from anyone who supports the Transfer of Ownership**
- 4. Ask to hear from anyone who opposes the Transfer of Ownership**
- 5. Close the public hearing**
- 6. Ask for discussion**
- 7. Make decision and/or motion from Council.**
 - a. Need motion to consider either approval or denial of the Transfer of Ownership.**

(SUGGESTED MOTIONS):

For Approval:

I move to approve the Transfer of Ownership for Johnstown Liquor, Inc.

For Denial: I move to deny approval of the Transfer of Ownership for Johnstown Liquor, Inc.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: May 7, 2018

ITEM NUMBER: 9D

SUBJECT: *Public Hearing - Consider Transfer of Ownership for Johnstown Liquor, Inc.

ACTION PROPOSED: Approve the Application for Transfer of Ownership

PRESENTED BY: Town Clerk and Town Attorney

AGENDA ITEM DESCRIPTION: Love N Peace Inc. a Colorado corporation, 1585 W 115th Avenue G202, Westminster, CO 80234 has submitted an application to the Town for a Transfer of Ownership for Johnstown Liquor and, pursuant to state law, for any transfer of ownership, application must be made to the State and local licensing authorities. The key issue in considering such an application is the "character of the applicant." The Police Department report is attached for your reference and shows no problems with the proposed transfer of ownership. The Town Attorney has reviewed all of the documents and has indicated that the documentation complies with the requirements under State law. Based upon the review, the Town is recommending approval of the transfer of the Retail Liquor Store License for Johnstown Liquor from Johnstown Liquor Inc. to Love N Peace Inc.

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

LEGAL ADVICE: The Town Attorney has reviewed the documentation and has indicated that the submittals have complied with State law.

FINANCIAL ADVICE: N/A

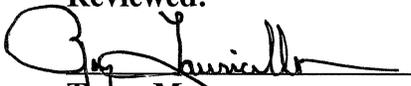
RECOMMENDED ACTION: Approve the request for Transfer of Ownership for Johnstown Liquor, Inc.

SUGGESTED MOTIONS:

For Approval: I move to approve the application for the Transfer of Ownership for Johnstown Liquor, Inc.

For Denial: I move to deny approval of the application for the Transfer of Ownership for Johnstown Liquor, Inc.

Reviewed:


Town Manager

**TRANSFER
OF
OWNERSHIP
APPLICATION**

Colorado Liquor Retail License Application

<input type="checkbox"/> New License <input type="checkbox"/> New-Concurrent <input checked="" type="checkbox"/> Transfer of Ownership <input type="checkbox"/> State Property Only			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor			
1. Applicant is applying as a/an <input type="checkbox"/> Individual <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation LOVE N PEACE INC			FEIN Number 82-3337806
2a. Trade Name of Establishment (DBA) JOHNSTOWN LIQUORS		State Sales Tax Number 36494411	Business Telephone 970 587 2929
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 101 257 JOHNSTOWN CENTER DR #101, 102, 103			
City JOHNSTOWN		County WELD	State ZIP Code CO 80534
4. Mailing Address (Number and Street) 257 JOHNSTOWN CENTER DR #102		City or Town JOHNSTOWN	State ZIP Code CO 80534
5. Email Address _____			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) JOHNSTOWN LIQUOR		Present State License Number 14727390000	Present Class of License Retail Liquor
		Present Expiration Date 02/20/2019	
Section A		Section B (Cont.)	
Nonrefundable Application Fees		Liquor License Fees	
<input type="checkbox"/> Application Fee for New License\$1550.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review\$1750.00 <input checked="" type="checkbox"/> Application Fee for Transfer\$1550.00		<input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00 <input type="checkbox"/> Manager Registration - H & R\$75.00 <input type="checkbox"/> Manager Registration - Tavern\$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment\$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex\$75.00	
Section B			
Liquor License Fees			
<input type="checkbox"/> Add Optional Premises to H & R.....\$200.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X _____ Total _____		<input type="checkbox"/> Master File Location Fee\$50.00 X _____ Total _____ <input type="checkbox"/> Master File Background\$500.00 X _____ Total _____	
<input type="checkbox"/> Arts License (City)\$308.75 <input type="checkbox"/> Arts License (County)\$308.75 <input type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County).....\$436.25 <input type="checkbox"/> Brew Pub License (City)\$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Campus Liquor Complex (City).....\$500.00 <input type="checkbox"/> Campus Liquor Complex (County)\$500.00 <input type="checkbox"/> Campus Liquor Complex (State).....\$500.00 <input type="checkbox"/> Club License (City).....\$308.75 <input type="checkbox"/> Club License (County)\$308.75 <input type="checkbox"/> Distillery Pub License (City).....\$750.00 <input type="checkbox"/> Distillery Pub License (County)\$750.00 <input type="checkbox"/> Hotel and Restaurant License (City)\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County)\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$700.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$700.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City)\$227.50 <input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00		<input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County)\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County).....\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County).....\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County)\$312.50 <input type="checkbox"/> Retail Liquor Store (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store (County).....\$312.50 <input type="checkbox"/> Tavern License (City)\$500.00 <input type="checkbox"/> Tavern License (County)\$500.00 <input type="checkbox"/> Vintners Restaurant License (City)\$750.00 <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00	
Questions? Visit: www.colorado.gov/enforcement/liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total
			\$

Name Johnstown Liquors		Type of License Retail Liquor	Account Number 14727390000	
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license? <input type="checkbox"/> <input checked="" type="checkbox"/>				
(b) Had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/>				
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/>				
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. <input type="checkbox"/> <input checked="" type="checkbox"/>				
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? <input type="checkbox"/> <input type="checkbox"/>				
or Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>				
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input checked="" type="checkbox"/>				
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input checked="" type="checkbox"/>				
13a. For additional Retail Liquor Store only, Was your Retail Liquor Store License issued on or before January 1, 2016? <input checked="" type="checkbox"/> <input type="checkbox"/>				
13b. Are you a Colorado resident? <input checked="" type="checkbox"/> <input type="checkbox"/>				
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. GOGO LIQUORS in Broomfield <input checked="" type="checkbox"/> <input type="checkbox"/>				
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <input type="checkbox"/> <input type="checkbox"/>				
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord TUS NUA, LLC		Tenant LOVE N PEACE INC		Expires 1/31/2020
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <input type="checkbox"/> <input checked="" type="checkbox"/>				
c. Attach a diagram designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name		First Name		Date of Birth
Last Name		First Name		Date of Birth
				FEIN or SSN
				FEIN or SSN
				Interest/Percentage
				Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> <input checked="" type="checkbox"/>				
Number of additional Optional Premise areas requested. (See license fee chart) _____				
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
(a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <input type="checkbox"/> <input checked="" type="checkbox"/>				
If "yes" a copy of license must be attached.				
19. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <input type="checkbox"/> <input checked="" type="checkbox"/>				
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? <input type="checkbox"/> <input checked="" type="checkbox"/>				
(c) How long has the club been incorporated? _____				
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? <input type="checkbox"/> <input checked="" type="checkbox"/>				
20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) <input type="checkbox"/> <input checked="" type="checkbox"/>				

Name Johnstown Liquors	Type of License Retail Liquor	Account Number 14727390000		
21. Campus Liquor Complex applicants answer the following: (a) Is the applicant an institution of higher education? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (b) Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
22. For all on-premises applicants. a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprints. b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager SINGH	First Name of Manager MANJEET			
23. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. SEHEZ INC RETAIL LIQUOR STORE Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
24. Related Facility - Campus Liquor Complex applicants answer the following: a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager	First Name of Manager			
25. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
26. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.				
Name MANJEET SINGH	Home Address, City & State 1585 W 115TH AVE #G202 WESTMINSTER CO 80039	DOB 09/31/1981	Position PRESIDENT	%Owned 100%
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.				

Name	Johnstown Liquors		Type of License	Retail Liquor	Account Number	14727390000	
Oath Of Applicant							
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.							
Authorized Signature	Manjeet Singh			Printed Name and Title	MANJEET SINGH	PRESIDENT	Date
Report and Approval of Local Licensing Authority (City/County)							
Date application filed with local authority	02-23-2018			Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)			
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-1 (Individual History Record) or a DR 8000 (Manager Permit) has been:							
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants							
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license							
(Check One)							
<input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority							
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?						Yes	No
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?						<input type="checkbox"/>	<input type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.							
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?						<input type="checkbox"/>	<input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S., and Liquor Rules. Therefore, this application is approved.							
Local Licensing Authority for				Telephone Number		<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print			Title		Date	
Signature	Print			Title		Date	

**POLICE
REPORT**

TOWN OF JOHNSTOWN POLICE DEPARTMENT

Information 3.2% Beer or Liquor Application

- Name and address of Applicant} Love N Peace Inc..
Manjeet Singh
1585 W 115th Avenue G202
Westminster, CO 80234
1. Trade Name and Address} Johnstown Liquors
247 Johnstown Center Drive #101,102, 103
Johnstown, CO 80534
2. Date of Application } 02/23/2018
3. Type of Application: Retail Liquor Store
4. Documents Accompanying Application
A. Local and State License Fees} Submitted with application
B. Evidence of Correct Zoning} CBD
C. Building Plans and or Sketch of Interior} N/A
D. Distance from School as per State} N/A
E. Deed or Lease or Assignment of Lease or Ownership} Lease
5. Evidence of Public Notice
A. Posting of Premises} April 19, 2018
B. Legal Publication } April 19, 2018
6. Investigation: Police Department Case#}
A. Applicant has made application for Transfer of Ownership of their Retail Liquor Store License
B. Background check of the applicant was completed through CBI and no record found.
7. Findings of fact:
A. Johnstown Liquor Inc. presently holds license 14727390000 that expires February 20, 2019
B. The required fees were submitted.
C. It is my recommendation that the transfer be approved.


CHIEF OF POLICE


DATE

AGENDA ITEM 9E

**AWARD
OF
CONTRACT
(2018 Chip Seal Project)
(A-One Chipseal)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: May 7, 2018

ITEM NUMBER: 9E

SUBJECT: Consider Award of Contract to A-One Chipseal– 2018 Chip Seal Project

ACTION PROPOSED: Award Contract to A-One Chipseal

PRESENTED BY: Town Manager and Street Superintendent

AGENDA ITEM DESCRIPTION: Chip seal is an economical surface treatment designed to protect and prolong the life of asphalt pavement. The process restores skid resistance, reduces aging, waterproofs the road surface and protects the underlying pavement from oxidation and traffic wear. An asphalt binder is applied, then immediately covered by a single layer of uniformly-sized chips. The new surface is then rolled to seat the aggregate and broom swept to remove any loose chips. A fog seal, a diluted asphalt emulsion, is then applied to the treated surface to give the roadway a black appearance, and to hold in the chips.

The 2018 Chip Seal Project represents a total of approximately **75,119** square yards of pavement surface improvements to street segments within the Town (refer to attached street list).

A-1 Chipseal Company has successfully completed chip seal projects over the past eleven (14) years in Johnstown. The Company has also performed work in the cities of Denver, Colorado Springs, Aurora, Lakewood, Arvada, Golden, Northglenn, Loveland, Frederick, Estes Park, etc.

On March 20, 2018, A-One Chipseal was awarded a contract by the City of Loveland for the City's 2018 Street Resurfacing Program in the amount of \$868,784.29 (refer to attachments). A-One Chipseal has agreed to perform the Town of Johnstown's 2018 Chip Seal Project in accordance with the City of Loveland specifications, and at the same unit cost (**\$2.98/sy.**) for 1/4" aggregate chip seal, (**\$3.39/sy.**) for 3/8" aggregate chip seal, and **\$120.00** per hour for the chip seal pickup sweeper for a total contract price not to exceed **\$250,000.** (See Attachment A for their proposal)

Section 9.1.3 of the Town's Purchasing Procedure Manual provides in part for the following:

"Procurement Under Existing Contracts:" Department Heads and the Town Administrator may contract for services, construction of items of tangible personal property without use of competitive sealed bids or competitive sealed proposals, as follows:

- 9.3.1** "With a vendor which has a current contract or price agreement with the state purchasing agent or central purchasing officer or with another municipality or a county which has or uses an open bid process for the items, services or construction meeting the same standard specifications as the items that are to be procured if the following conditions are met:
- a. The quantity purchased does not exceed the quantity, which may be purchased under the applicable contract; and
 - b. The purchase order adequately identifies the contract relied upon by number, if applicable, or by other appropriate references."

LEGAL ADVICE: The Town Attorney drafted the attached agreement.

FINANCIAL ADVICE: According to the Town Treasurer there are sufficient funds for the chip seal project.

RECOMMENDED ACTION: Award contract to A-One Chipseal

SUGGESTED MOTIONS:

For Approval: I move to award the contract for the 2018 Chip Seal Project to A-One Chipseal for a total price not to exceed **\$250,000**, and authorize the Mayor to sign the agreement.

For Denial: I move to deny the award of the contract to A-One Chipseal.

Reviewed:


Town Manager

CONTRACT

TOWN OF JOHNSTOWN, COLORADO

2018 CHIP SEAL PROJECT

THIS CONTRACT entered into at Johnstown, Colorado, this ___ day of ___, 2018 by and between the TOWN OF JOHNSTOWN, COLORADO, a Colorado Home Rule Town, with address for notice at 450 S. Parish Ave. /P.O. Box 609, Johnstown, Colorado 80534 hereinafter called and referred to as the Town, and **A-One Chipseal**, with address for notice at **2505 E. 74th Ave., Denver, CO 80229** hereinafter called and referred to as Contractor.

WITNESSETH:

THAT FOR AND in consideration of the premises, the payments hereinafter provided for, and the mutual covenants, promises, doings, and things hereinafter set forth, the parties hereto do now agree as follows:

1. That Town does engage the services of Contractor, and Contractor does hereby bind himself unto Town, to perform the following project to Town, to wit:

2018 CHIP SEAL PROJECT

for a total price not to exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000), which shall be paid in the following manner:

The total price shall be payable by Town unto Contractor upon Town's accounts payable cycle following approval by Town of detail invoices from Contractor. Final payment shall be paid upon final completion of the work, and acceptance by the Town, and receipt of all lien waivers, and end of period for Notice of Final Payment as published by Town Clerk.

2. That all of Contractor's performance hereunder shall be in a workmanlike manner, and shall be in conformity with the attached specifications for said project, and in accordance with time restrictions and limitations set forth:

The term "Contract documents" means and includes the following:

- (a) Contract and Attachments
- (b) Specifications
- (c) Chip Seal quote
- (d) Insurance Certificates and Insurance Requirements
- (e) Notice to Proceed
- (f) Change Order
- (g) Notice of Contractor's Settlement
- (h) Final Receipt and Guarantee

The contractor shall furnish all materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

3. That within three (3) days of the execution of the contract, the Contractor shall have furnished the Town all of the items required of the Contractor in the Contract Documents. Upon receiving the required documents, the Town shall issue a Notice to Proceed. Contractor shall then have thirty (30) calendar days to complete the project. Failure to complete the project by the specified time shall cause Contractor to be liable to the Town for \$200.00 each day beyond such time period to reimburse Town for its damages for such delay, such amount being difficult to ascertain in advance, and therefore, the Parties agree to the per day damages as liquidated damages and not as a penalty.

This contract shall be and become binding upon, and inure to the benefit of, the parties hereto, their heirs, personal representatives, successors and assigns. Further, this Contract shall be construed and interpreted according to the laws of the State of Colorado and any action to interpret, construe, or enforce the same shall be maintained in the appropriate court in Weld County, Colorado.

Executed as of the date and year as above written.

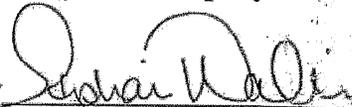
TOWN OF JOHNSTOWN, COLORADO

By _____
Mayor

ATTEST:

By _____
Town Clerk

**CONTRACTOR
A-1 Chip Seal Company**

By 
(Title)

Stephanie Wallis, Corporate Secretary

Attachment A

**REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES
PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS**

Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the Department of Labor and Employment program.

Contractor is prohibited from using either the e-verify program or the Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph 1 of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days that subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department of Labor and Employment is undertaking pursuant to the authority established in subsection (5) of Section 8-17.5-102 of the Colorado Revised Statutes.

IF CONTRACTOR VIOLATES ANY OF THE AFOREMENTIONED REQUIREMENTS, THE TOWN MAY TERMINATE THE CONTRACT FOR BREACH OF CONTRACT. IF THIS CONTRACT IS SO TERMINATED, CONTRACTOR SHALL BE LIABLE FOR ACTUAL AND CONSEQUENTIAL DAMAGES TO THE TOWN OF JOHNSTOWN.

ATTACHMENT B



www.a-1chipseal.com

Customer	Attention	Date
Johnstown, City of	Don Gardner	02/13/18
P.O. Box 609	(970) 587-4664	Proposal #
Johnstown, CO 80534-	dgardner@townofjohnstown.com	22707
Proposal for	Fax: (970) 587-0141	
Johnstown - Various Streets - Johnstown		

Item#	Description	Qty/Unit	Unit Price	Total Price
	Option# 1 2017 Chipseal Program			
01	Chipseal 1/4" 1/4" Chipseal in place on existing asphalt pavement. *All labor, material, equipment, and traffic control necessary shall be furnished. *All work shall be done in accordance with the Standard Specifications for Chipseal Applications. Snow Plow Damage Tips: *Utilize snow plows that have a rubber edge blad, the use of a straight steel edge blade at high speeds can "chatter" and damage the chip seal *Slower speeds when plowing will help diminish snow plow damage *Not plowing all the snow off and leaving some snow on the surface helps to extend the life of a chip seal *Use smaller size aggregates, because they are less susceptible to plow damage	75,119 SY	\$2.98	\$223,854.62
		Accepted _____	Total for Option# 1	\$223,854.62
	Option# 2 Sweeping			
01	Sweeping	1 HR	\$120.00	\$120.00
		Accepted _____	Total for Option# 2	\$120.00

LIST OF STREETS

Chip Seal | 2018

Road Name	From Address	To Address	SQ YDS
Parkwood dr.	Fox Meadow	Lindenwood Ave.	6,777
Overland Dr	Fox Meadow	Lindenwood Ave	4,497
Lindenwood Ave.	Parkwood dr.	Rolling hills Pkwy	1,745
Rolling Hills Ranch	HWY 60	Rolling Hills Pkwy	2,457
Centennial Dr.	Parish Ave.	Grange Ln	8,814
Mountain View Dr.	County Rd 15	Country Acres Dr.	2,407
Country Acres Ct.	West	To East	1,262
Chester Ct.	King Ave.	To End	2,410
Country Acres	HWY 60	Mountain View	12,594
Wadas Ct.	Country Acres Dr.	End Of street	2,841
Harding Ave.	HWY 60	Country Acres Dr.	3,640
Hays Ave.	Cottonwood Dr.	Country Acres Dr.	3,102
King Ave.	Cottonwood Dr.	TO End	3,000
Phyllis Ave	Chester Ct.	Cottonwood Ct.	1,742
Cottonwood Dr.	Harding Ave.	King Ave.	2,283
Cottonwood Dr.	King Ave.	Phyllis	1,201
Pleasant Ave.	Mountain View Dr.	Sandra	4,091
Sandra Dr.	Country Acres Dr.	Pleasant Ave.	3,464
County Rd 15	South	To Bridge	5,348
South Greeley	Hwy 60	Country Acres Dr.	1,444
Total Square Yds.	75,119		

**CITY
OF
LOVELAND
MATERIALS**



**PUBLIC WORKS
ENGINEERING**
2525 W. 1st Street
Loveland, CO 80537
www.cityofloveland.org

March 21, 2018

Mr. John Parks
A-1 Chipseal Co.
2505 E. 74th Ave.
Denver, CO 80229

RE: NOTICE OF CONTRACT AWARD

Dear Mr. Parks:

At the March 20, 2018 public meeting of the Loveland City Council, your company was awarded the contract for the City of Loveland 2018 Street Resurfacing Program TRANS-REHAB, Chip Seal Paving (Schedule CS) for total bid amount of \$868,784.29.

Please complete and sign two (2) copies of the enclosed contract documents (but do not date), and return them with the necessary bonds and insurance certificates within ten days from receipt of this notice.

The following minimum limits of coverage are required on the Certificate of Insurance:

Form of Insurance	Combined Single Limit
Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000
Worker's Compensation and Employer's Liability	Statutory/\$500,000
Builder's Risk	Not Applicable
Owner's Protective Liability	\$1,000,000

The Contractor shall list the City of Loveland (whose address is 500 East Third St, Loveland, CO 80537, attn. Public Works Dept.), as an Additional Insured on all insurance policies associated with this project. Additionally, the Contractor shall provide a copy of his insurance certificate to the City prior to commencement of construction to document compliance with this requirement.

Respectfully Submitted,

Jeff Keil
City of Loveland
Project Engineering



BID
UNIT-PRICE BASIS

TO: THE CITY OF LOVELAND, COLORADO
PROJECT: 2018 Street Resurfacing Project - Chip Seal, Project No. ENSR250

BIDDER:
(Please type or print.)

Name: A-1 Chipseal Co. _____

Address: 2505 E. 74th Ave., Denver, CO 80229 _____

Contact Person: John Parks _____

Phone: (303) 464-9267 _____ **Fax:** (303) 464-9261 _____

The undersigned Bidder, having investigated all matters relevant to the Project and having read and examined the specifications and associated documents for the Project, including the Contract and the Contract Documents, does hereby propose to perform the work and provide the services set forth in this Bid.

The Bidder agrees to accept as full payment for the work proposed under the Contract as herein specified and as shown on the drawings, the amounts computed on the basis of the following unit or lump sum prices. It is understood that the prices are independent of the exact quantities involved. The Bidder states that the prices set forth below are a true measure of the labor, equipment, and materials, including overhead and profit, to complete the work, exclusive of any materials provided by the City of Loveland. In the event of a discrepancy between unit or lump sum prices and total prices, unit or lump sum prices shall govern.

The following bid schedule is an estimate only of the work proposed under the Contract, and the City does not guarantee any such quantities. The City reserves the right to eliminate from and add to the quantities without any adjustment in unit prices. The estimate of quantities will be used for evaluating bids. Items called out in the specifications, but not separately listed as a bid item, shall be considered incidental work and no additional payment shall be made.

UNIT PRICE BID SCHEDULE
2018 STREET RESURFACING PROJECT - CHIP SEAL
Project No. ENSR250

ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	PAY UNIT	2018 UNIT PRICE	EXTENDED COST
40909002	3/8 Inch Chip Seal	108,053	SY	3.39	366,299.67
40909003	1/4 Inch Chip Seal	168,619	SY	2.98	502,484.62
CHIP SEAL BID TOTAL					868,784.29

CONTRACTOR: A-1 Chipseal Co.

SIGNATURE:


Daniel J. Grzymala, President

DATE: 2/22/2018

THE UNDERSIGNED BIDDER HEREBY certifies that: (a) this Bid is genuine and is not made in the interest of or on the behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) the Bidder has not sought by collusion to obtain for the Bidder any advantage over any other bidder or over the City.

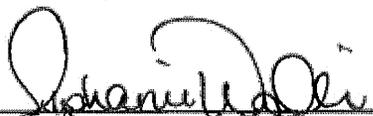
The undersigned Bidder represents that the Bidder is familiar with C.R.S. §§ 8-19-101, *et seq.* and that the Bidder is [x] is not [] (check one) a "resident bidder" as defined therein. The undersigned further understands that if the Bidder is not a "resident bidder" and if the Bidder's state of residence grants a preference to resident bidders, the amount of such preference will be allowed to resident bidders in comparing this Bid to the bids of such resident bidders. The undersigned Bidder further agrees to furnish, upon request of the City, such additional information and affidavits as may be necessary to confirm the undersigned Bidder's status as a resident bidder and to indemnify the City from all claims and costs that arise out of any dispute over the Bidder's status as a resident bidder.

The Bidder hereby acknowledges receipt of Addenda Nos. 1, _____, _____, _____, _____ to these specifications. (Insert number of each addendum received.)

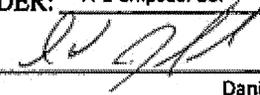
Dated this 22nd day of February, 2018.

(S E A L)

Attest:


CORPORATE SECRETARY Stephanie Wallis

BIDDER: A-1 Chipseal Co.

BY: 

Daniel J. Gryzmala

TITLE: President

State of Incorporation: Colorado

2505 E. 74th Ave.

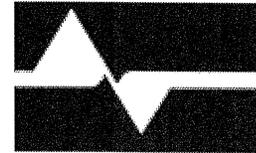
Address of Principal Office: Denver, CO 80229



SUBMITTALS

- 1. Chip Rock Documentation**
 - a. Fractured Face Testing, LA Abrasion, Gradation – Provided by West Test**
 - b. Documentation of Manufacture Date of ¼" and 3/8" Graded Chip Rock**
 - c. Retained Bituminous Film – Provided by SunCor Energy**
- 2. CRS-2P Documentation**
 - a. Testing Parameters as listed in the table Test on Emulsion and from Residue from Oven Evaporation – Provided by Cobitco & SunCor Energy**
- 3. Submittals for Equipment**
 - a. Technical Specification for Bituminous Distributor**
 - b. Technical Specification for Aggregate Spreader**
 - c. Technical Specification for Vacuum Design Pick Up**

MEETING DATE: March 20, 2018
TO: City Council
DEPARTMENT: Public Works
DIRECTOR: Jeff Bailey
PRESENTER: Dave Klockeman, Senior Civil Engineer



AGENDA ITEM:
AWARD OF A CONSTRUCTION CONTRACT FOR THE 2018 STREET RESURFACING PROGRAM, CHIP SEAL PAVING SCHEDULE CS

RECOMMENDED CITY COUNCIL:
 A Motion To Adopt Resolution #R-26-2018 Authorizing A Notice Of Award For The 2018 Street Resurfacing Program, Chip Seal Paving Schedule Cs To A-1 Chip Seal Company Of Denver, Colorado And Authorizing The City Manager To Execute The Contract

OPTIONS:

COUNCIL ACTION OPTIONS	CONSEQUENCE
Approve the Motion	This will allow the 2018 Street Resurfacing Program Chip Seal Schedule CS to be completed in 2018 as planned.
Deny the motion or take no action	This would stop the 2018 Street Resurfacing Program Chip Seal Paving Schedule CS from being completed in 2018.
Adopt a Modified Action	Specify in the motion.
Refer back to Staff	2018 Street Resurfacing Program Chip Seal Paving Schedule CS construction would be delayed.

SUMMARY:

Purpose: This item approves the award of a Contract for the 2018 Street Resurfacing Program, Chip Seal Paving Schedule CS with A-1 Chip Seal Company, Inc., of Denver, Colorado in the amount of \$868,784.29 and authorizes the City Manager to execute the contract. The funding for Chip Seal Paving Schedule CS was approved as part of the 2018 City of Loveland Budget within the City's Annual Street Rehabilitation Program.

Objective: The Resolution allows the City to award the contract and proceed with the Chip Seal Paving work associated with the annual Street Rehabilitation Program.

Impact: The work completed through Chip Seal Paving Schedule CS extends the life of specific streets within the City's overall inventory of 7.2 million square yards of asphalt pavement.

Council Follow-up: None

BUDGET IMPACT:

Budgetary Impact?	Funds Impacted: Transportation Fund
	Source(s) of Funding: HUTF and FASTER (State of Colorado); Street Maintenance Utility Fees; and General Fund
Grant Funding?	Grantor(s) (State or Fed): N/A
	City Matching Requirement: N/A
	On-going or One-Time: N/A
	If On-going, when does the grant sunset? N/A
Additional Comments:	There will not be any impact on unassigned fund balance due to these funds being appropriated within the 2018 Adopted Budget.

COUNCIL OR BOARD/COMMISSION REVIEW:

Type of Meeting: N/A

Resulting Vote: N/A

Discussion: N/A

BACKGROUND:

History: The City's Annual Street Rehabilitation Program provides a variety of techniques and approaches to maintain the more than 7.2 million square yards of pavement within the overall inventory. The work includes asphalt overlays, chip seals, hot in-place recycling and concrete repairs. The specific work under the Schedule CS Contract consists of chip sealing a number of City of Loveland streets to prevent water intrusion, preserve asphalt integrity and lengthen the life of the road. Chip Sealing consists of applying a tacky, asphaltic sealer to the road surface and embedding small rocks, chips, into the sealant to improve the friction of the surface and provide a new wearing course.

Highlights of the Schedule CS include: resurfacing an estimated 276,672 square yards of existing City roadway.

Sealed bids for City of Loveland Street Resurfacing Program, Chip Seal Paving Schedule CS were opened February 22, 2018. The Chip Seal Paving Schedule project schedule CS is developed for the 2018 Street Resurfacing Program to allow for chip seal paving of roadways selected for maintenance. The bid documents allow the contract to be renewed for up to three additional years in one year increments.

The City received one (1) bid for the work. The following table shows the amount of the bid:

Contractor	Bid Amount
A-1 Chip Seal Company	\$868,784.29

Outreach and Notification Efforts: Property owners along the streets included in the Annual Street Rehabilitation Program are updated throughout the process. In addition, annual updates are provided to the City's Transportation Advisory Board.

Conditions met/or anticipated: The work included in this contract is a portion of the City's overall efforts to maintain the streets and keep the overall system in good condition. The approach uses a variety of methods to provide regular maintenance to the streets before they reach a point where they need to be reconstructed, which costs 4 to 10 times as much as routine maintenance.

Start and End Dates (of studies, design, construction, or in service/operational):
Construction begins and ends annually throughout the year as weather permits.

ANALYSIS TABLE:

Yes: No:

LIST OF ATTACHMENTS:

Resolution

RESOLUTION #R-26-2018

A RESOLUTION AUTHORIZING A NOTICE OF AWARD FOR THE 2018 STREET RESURFACING PROGRAM, CHIP SEAL PAVING SCHEDULE CS TO A-1 CHIP SEAL COMPANY OF DENVER, COLORADO AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS, the City has an annual maintenance project to complete the 2018 Street Resurfacing Program, Chip Seal Paving Schedule CS (the "Project"); and

WHEREAS, the City of Loveland Public Works Department issued an Invitation to Bid for the Project and opened the sealed bids received in response on February 22, 2018; and

WHEREAS, the recommendation of the Public Works Department is that the Notice of Award for the Project be issued to A-1 Chip Seal Company of Denver, Colorado as the lowest responsible bidder; and

WHEREAS, all necessary funds for the Project have been previously appropriated; and

WHEREAS, the City Council desires to approve the Notice of Award to A-1 Chip Seal Company of Denver, Colorado for the Project and a construction contract in the amount of \$868,784.29 on behalf of the City, and to authorize the City Manager to execute the contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOVELAND, COLORADO:

Section 1. That the Notice of Award for the 2018 Street Resurfacing Program, Chip Seal Paving Schedule CS Project to A-1 Chip Seal Company of Denver, Colorado is hereby approved.

Section 2. That the Public Works Department, in consultation with the City Attorney, shall prepare a construction contract in the amount of \$868,784.29 with A-1 Chip Seal Company of Denver, Colorado and that the City Manager is hereby authorized, following consultation with the City Attorney, to modify the contract in form or substance as deemed necessary to effectuate the purposes of this Resolution or to protect the interests of the City.

Section 3. That the City Manager and the City Clerk are hereby authorized and directed to execute the contract on behalf of the City.

Section 4. That this Resolution shall take effect as of the date of its adoption.

ADOPTED this 20th day of March, 2018.

Jacki Marsh, Mayor

ATTEST:

Acting City Clerk

APPROVED AS TO FORM:



Assistant City Attorney

AGENDA ITEM 9F

**WATER
AGREEMENT
(Johnstown Heights, Amended Filing No. 3)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: May 7, 2018

ITEM NUMBER: 9F

SUBJECT: Consider Water Agreement Johnstown Heights (Amended Filing No. 3)

ACTION PROPOSED: Approve Water Agreement Johnstown Heights (Amended Filing No. 3)

PRESENTED BY: Town Attorney, Avi Rocklin

AGENDA ITEM DESCRIPTION: For consideration is a water agreement between the Town of Johnstown ("Town") and Jan Telep Rogers ("Water Agreement"). Jan Telep Rogers ("Developer") desires to develop the nine (9) undeveloped lots in the Johnstown Heights, Filing No. 3, per the Amended Plat approved by Town Council by Resolution No. 2018-02 on February 5, 2018 ("Development").

The Development was previously owned and developed by the Developer's father, Sam Telep. On December 4, 1972, based on a water ordinance then in existence, the Town entered into a water agreement with the Sam Telep, whereby the Town agreed to accept cash in lieu of the dedication of water for the lots in the Development in the amount of \$219.91 per lot. Based on that agreement, the Developer requested that the Town accept cash in lieu of the dedication of water for the undeveloped lots in the amount set forth in the prior agreement. For multiple reasons, including, but not limited to the fact that the water ordinance in effect at the time of the execution of the prior agreement is no longer in effect and the Town no longer accepts cash in lieu of the dedication of water, the Town did not agree to sell water to the Developer for \$219.91 per lot. Rather, because of the prior agreement, Town Council offered to deviate from its policies and sell water to the Developer on the condition that the Developer pay the fair market value of the water.

Based on Town Council's direction, the Water Agreement contemplates that Developer will pay \$9,375.00 per SFE for each of the undeveloped lots in the Development. The Water Agreement terminates on December 31, 2027. If Developer has not obtained building permits by the termination date, she will no longer be entitled to purchase water from the Town. The Water Agreement further clarifies that that the prior agreement is no longer in effect, precluding litigation on the enforceability.

LEGAL ADVICE: The Town Attorney prepared the Water Agreement Johnstown Heights (Amended Filing No. 3).

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve Water Agreement Johnstown Heights (Amended Filing No. 3).

SUGGESTED MOTION:

For Approval: I move to approve the Water Agreement Johnstown Heights (Amended Filing No. 3) between the Town of Johnstown and Jan Telep Rogers, and authorize the Mayor to sign it.

For Denial: I move to deny approval of the Water Agreement Johnstown Heights (Amended Filing No. 3) between the Town of Johnstown and Jan Telep Rogers.

Reviewed:


Town Manager

AGREEMENT

WATER AGREEMENT
(Johnstown Heights, Amended Filing No. 3)

THIS WATER AGREEMENT is made and entered into this ____ day of May, 2018, by and between THE TOWN OF JOHNSTOWN, a Colorado municipal corporation (“Town”), and JAN TELEP ROGERS, an individual (“Developer”), collectively referred to as “the Parties.”

WITNESSETH:

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

WHEREAS, the Property is located in an existing subdivision known as Johnstown Heights; and

WHEREAS, the Property was previously owned and developed by the Developer’s father, Sam Telep (“Prior Developer”); and

WHEREAS, on December 4, 1972, based on a water ordinance then in existence, the Town entered into a water agreement with the Prior Developer, whereby the Town agreed to accept cash in lieu of the dedication of water for the lots in Johnstown Heights, Filing No. 3 in the amount of \$219.91 per lot (“Prior Water Agreement”); and

WHEREAS, the Developer desires to develop the nine (9) undeveloped lots in the Johnstown Heights, Filing No. 3, per the Amended Plat approved by Town Council by Resolution No. 2018-02 on February 5, 2018 (“Development”); and

WHEREAS, the Developer contends that the Prior Water Agreement obligates the Town to accept cash in lieu of the dedication of water for the nine (9) undeveloped lots of the Development in the amount set of \$219.91 per lot; and

WHEREAS, the Town contends that the Prior Water Agreement is not valid for multiple reasons, including, but not limited to the fact that the water ordinance in effect at the time of the execution of the Prior Agreement is no longer in effect and the Town no longer accepts cash in lieu of the dedication of water; and

WHEREAS, despite the foregoing, but based on the execution of the Prior Agreement, the Town agrees to accept cash in lieu of the dedication of water for the nine (9) remaining lots on the condition that the Developer pay the fair market value of the water; and

WHEREAS, the Parties further desire to forego the cost, expense, and uncertainty of litigation regarding the dispute and instead desire to resolve the matter as set forth below.

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. **Sale of Water.** The Town agrees to sell one single family equivalent unit of water (“SFE”), as that term is defined in Section 13-63 of the Johnstown Municipal Code, to Developer for each of the nine (9) undeveloped lots in the Development at a purchase price of \$9,375.00 per SFE. The Town shall require one (1), but no more than one (1), SFE per lot for each of the nine (9) undeveloped lots in the Development. Any time prior to receipt of a building permit, the Developer hereby agrees to pay the purchase price of \$9,375.00 per SFE.

3. **Term.** This Water Agreement shall be effective on the date set forth above and shall terminate on December 31, 2027 (“Termination Date”). If Developer has not developed any or all of the lots in the Development by the Termination Date, this Water Agreement shall not be binding and the Town shall not be required to sell water to the Developer as set forth in Paragraph 2.

4. **Prior Agreement.** The Parties hereby acknowledge and agree that the Prior Water Agreement is no longer in effect and is, in any event, superseded by this Water Agreement. The Parties, and their respective heirs, successors, assigns or transferees, thus agree that neither Party has any rights, and shall not seek any recourse, under the Prior Water Agreement. If any judicial proceedings are hereafter brought to enforce any of the provision of the Prior Water Agreement by any Party, or their respective heirs, successors, assigns or transferees, the defending Party shall, to the extent permitted by law, be entitled to recover the costs of such proceedings, including reasonable attorney’s fees and reasonable expert witness fees.

5. **Additional Water Requirements.** The Developer recognizes and agrees that it is required to comply with all other Town ordinances and requirements related to development of the Development and shall, among such other obligations, be required to enter into a Water and Sewer Service Agreement with the Town for the Development and, prior to receipt of a building permit for any or all of the nine (9) lots, be required to purchase water and sewer taps and pay the raw water development fee for each lot.

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 THE DEVELOPER:
Jan Telep Rogers
409 Remuda Drive
Fort Worth, TX 76108

TO THE TOWN:
Town of Johnstown
c/o 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.

7. **Successors and Assigns.** The benefits of this Water Agreement and the burdens hereunder shall run with the Development and inure to and be binding upon the Parties and their respective heirs, successors, assigns and transferees. Either Party may offer this Water Agreement to be filed or recorded with the Weld County Clerk and Recorder at the offering Party's sole cost and expense.

8. **Amendment or Modification.** No amendment or modification of this Water Agreement shall be of any force or effect unless in writing and signed by the Parties hereto with the same formality as this Water Agreement.

9. **Waiver.** The waiver of any breach of any of the provisions of this Water 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 Water 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 Water Agreement.

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

12. **Choice of Laws and Venue.** This Water 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.

13. **Entire Agreement.** This Water 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 Water Agreement.

14. **Findings.** The Town hereby finds and determines that execution of this Water 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 Water Agreement are consistent with the laws, regulations and policies of the Town.

15. **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 Water Agreement and with respect to all matters set forth herein. In the event of any dispute, disagreement or controversy arising from this Water Agreement, the parties shall be considered joint authors and no provision shall be interpreted against any party because of authorship.

16. **Counterparts.** This Water Agreement may be signed in counterparts and sent electronically by email, facsimile, or other electronic transmission. Each counterpart, including any electronically transmitted signature, shall constitute an original.

17. **Authority to Sign.** The person executing this Water Agreement on behalf of the Town expressly represents and warrants that s/he is authorized to execute this Water Agreement on behalf of the Town.

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

[Remainder of page intentionally left blank.]

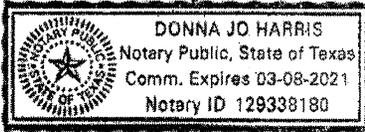
JAN TELEP ROGERS, Developer

By: Jan Telep Rogers
Jan Telep Rogers

STATE OF TEXAS)
) ss.
COUNTY OF COLEMAN)

SUBSCRIBED AND SWORN to before me this 20th day of APRIL, 2018,
by JAN Telep, as individual of NA
Roberts

WITNESS my hand and official seal.



Donna Jo Harris
Notary Public

My commission expires:

401 Valleywood Coleman Tx
Address 76834

ATTEST:

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Diana Seele, Town Clerk

By: _____
Scott James, Mayor

AGENDA ITEM 9G

**YMCA
MARKETING
MATERIAL
(Johnstown Community Recreation Center)**

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: May 7, 2018

ITEM NUMBER: 9G

SUBJECT: Consider YMCA Marketing Material for Johnstown Community Recreation Center

ACTION PROPOSED:

PRESENTED BY: Chris Coker, CEO/President, YMCA of Boulder Valley

AGENDA ITEM DESCRIPTION: Mr. Chris Coker, CEO/President of the YMCA of Boulder Valley will be in attendance to discuss proposed YMCA marketing material (refer to attachment) for the Johnstown Community Recreation Center.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

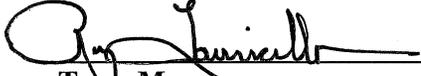
RECOMMENDED ACTION: Select YMCA marketing material to be used for the Johnstown Community Recreation Center.

SUGGESTED MOTIONS:

For Approval:

For Denial:

Reviewed:


Town Manager

**MARKETING
MATERIAL**



Town of
Johnstown

JOHNSTOWN COMMUNITY YMCA



Town of
Johnstown

JOHNSTOWN COMMUNITY YMCA



Town of
Johnstown

JOHNSTOWN COMMUNITY YMCA



Town of
Johnstown

JOHNSTOWN COMMUNITY YMCA



Town of
Johnstown

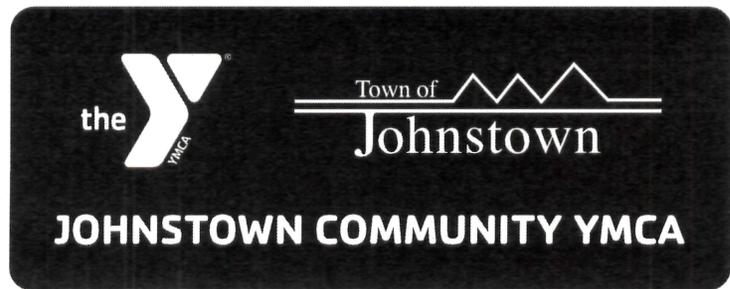
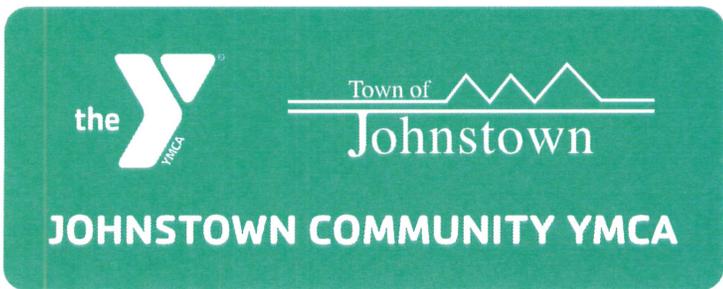
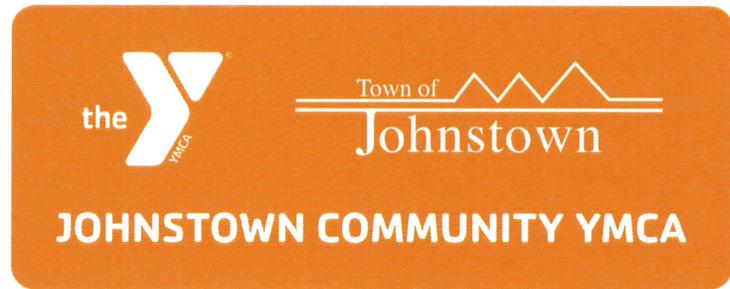
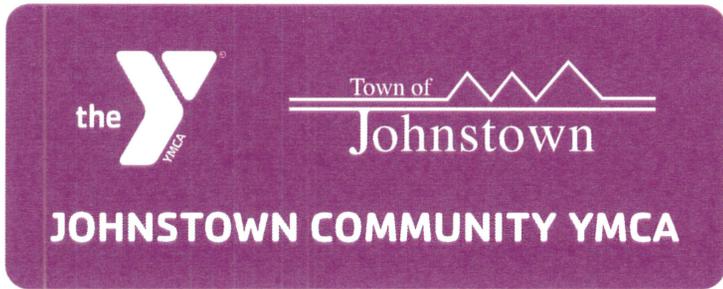
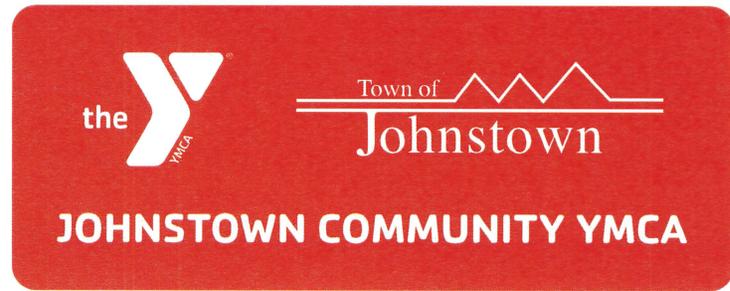
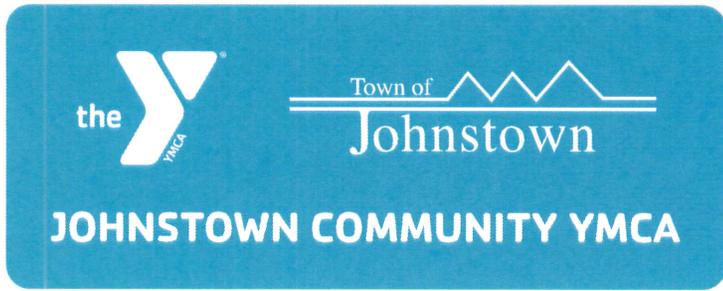
JOHNSTOWN COMMUNITY YMCA



Town of
Johnstown

JOHNSTOWN COMMUNITY YMCA

FROM Y-USA BRAND GUIDELINES: We have an official color palette to represent our organization. The use of color helps us express that we are as vibrant as the communities we serve, and it is important to be consistent and use only the colors that we've chosen as part of our brand. Logo colors do not have to be used in a certain order, but make sure to use a variety. Logo color should not be assigned to a location, department, or program.





JOHNSTOWN YMCA COMMUNITY CENTER



JOHNSTOWN YMCA COMMUNITY CENTER



JOHNSTOWN YMCA COMMUNITY CENTER



JOHNSTOWN YMCA COMMUNITY CENTER



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