



TOWN COUNCIL

MEETING PACKET

August 3, 2020



Town of Johnstown

***Town Council
Agenda
Monday, August 3, 2020
450 S. Parish
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.

- 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. Council or staff may request an item be removed from the Consent Agenda and placed on the Regular Agenda for discussion.

- 6) CONSENT AGENDA**
 - A) Council Meeting Minutes – July 20, 2020
 - B) List of Bills
 - C) IGA High Plains Library District and the Town of Johnstown
 - D) Resolution 2020-21 Resolution Modifying the Town of Johnstown Small Business Micro Grant Program
- 7) TOWN MANAGER REPORT**
- 8) TOWN ATTORNEY REPORT**
- 9) OLD BUSINESS**

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10) NEW BUSINESS

- A. Public Hearing – The Ridge at Johnstown Filing No. 1 – Final Subdivision Plat and Final Development Plan
- B. Subdivision Development and Improvement Agreement for The Ridge at Johnstown Filing No. 1, by J-25 Land Holdings, LLC
- C. Water Rights Dedication Agreement for The Ridge at Johnstown by J-25 Land Holdings, LLC
- D. Public Hearing – Ordinance Number 2020-181, Amending Article VIII of Chapter 10 to add Section 10-168 concerning Outdoor Construction Activity
- E. I-25 and HWY 60 Aesthetic Improvements

11) COUNCIL REPORTS AND COMMENTS

12) MAYOR’S COMMENTS

13) EXECUTIVE SESSION

For a conference with the Town Attorney for the purposes of receiving legal advice on specific legal questions under C.R.S., Section 24-6-402(4)(b)

13) ADJOURN



NOTICE OF ACCOMMODATION

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.

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Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 3, 2020

ITEM NUMBER: 6A – 6D

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Manager, Finance Director, Town Attorney

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) Meeting Minutes July 20, 2020
- B) List of Bills
- C) *IGA High Plains Library District and the Town of Johnstown
- D) **Resolution 2020-21 – Resolution Modifying the Town of Johnstown Small Business Micro Grant Program

**For consideration is the Intergovernmental Agreement (“IGA”) Concerning Library Services between the Town and the High Plains Library District (“HPLD”). If approved, the IGA would supersede and replace the prior agreement executed between the parties on February 18, 2009. The IGA creates a simplified cooperative process whereby HPLD agrees to provide a variety of library services to the Glenn A. Jones M.D. Memorial Library (“Library”) in exchange for the tax revenue sharing. The list of potential services that the Library District is required to offer to the Library is contained on Addendum A. The services may be modified, but not reduced in scope. On an annual basis, the Glenn A. Jones M.D. Memorial Library is to notify HPLD of the services that it desires. The tax revenue sharing remains the same. HPLD is required to provide 2/3 of the tax revenue it receives from the Library’s Service Area, defined as the boundaries of the Weld County School District RE-5J, except all land within the corporate limits of the Town or outside of Weld County, to the Library and the Town is to provide 1/3 of the tax revenue that it collects for library purposes to HPLD. The IGA has been approved by the Library’s Board.*

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***During the regular Town Council meeting on July 20, 2020, the Town Manager recommended modifications to the Town of Johnstown Small Business Micro Grant Program (“Program”) to enable the Town to provide funding to additional small businesses. After discussion, Town Council moved to modify the Program to: (i) allow any small business with an active Town Business License or a small business that has applied for a Town Business License to be eligible to apply for the Program; (ii) provide the Town Manager with discretion to award grants to business with more than 50 employees; (iii) recognize that the “owner” of a business shall be considered an “employee” for purposes of the right to participate in the Program; and (iv) allow a business that initially applied for less than the maximum award of \$10,000 to apply for the difference. Resolution No. 2020-21 memorializes those modifications and is retroactively effective to July 20, 2020.*

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.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTIONS:

For Approval: I move to approve the Consent Agenda.

Town Manager

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Council Minutes

The Town Council of the Town of Johnstown met on Monday, July 20, 2020 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Lebsack led the Pledge of Allegiance.

Roll Call:

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

The following staff members were also present: Avi Rocklin, Town Attorney, Matt LeCerf, Town Manager, Mitzi McCoy, Finance Director, Kim Meyer, Planning Director, Jamie Desrosier, Communication Manager and Chief Brian Phillips.

Agenda Approval

Councilmember Mellon moved to approve the Agenda as submitted, seconded by Councilmember Berg. Motion carried with a roll call vote.

Public Comments

Mr. Jim Hatfield asked Council if they would consider planting additional trees in Clearview Park.

Mr. Calvin McGill had concerns with the town's water quality and water supply issues.

Consent Agenda

Councilmember Mellon moved to approve the Consent Agenda, seconded by Councilmember Berg.

- July 6, 2020 Meeting Minutes
- June Financial Statements
- School Resource Officer Agreement

Motion carried with a roll call vote.

New Business

A. Consider Intergovernmental Agreement between Town of Johnstown and Johnstown Farms Metropolitan District – The Intergovernmental Agreement relates to the exclusion of property from the boundaries of the District. The Service Plan anticipated development within the District in two separate filings, identified as Filing Number 1 and Filing Number 2. The Developer desires to develop Filing 2 independently from Filing 1 and is requesting to exclude Filing 2 from the boundaries of the District and form a new metropolitan district to serve the Filing 2 development. Per the Service Plan, the District is required to obtain the Town's consent to exclude Filing 2.

Councilmember Tallent moved to approve the Intergovernmental Agreement between the Town of Johnstown and Johnstown Farms Metropolitan District and authorize the Mayor to sign it, seconded by Councilmember Young. Motion carried with a roll call vote.

B. I-25/CO 402 Interchange Financing Analysis – Town Council provided some funding to assist with the I-25 improvements. As part of this financial contribution, the Town also commissioned a study to perform a financial analysis on the ability to recover a portion of the funds. As part of the analysis two primary tiered zones that would most likely use the I-25/CO 402 interchange were identified. The analysis provides a scenario allowing for 75% of the total contributions to be potentially recovered and a target impact of approximately \$5 million. The financial analysis also shows a schedule of fees based on various uses: Single Family Residential, Multi-Family Residential and Office/Retail/Industrial. Staff is asking Council to provide guidance related to either an approximate dollar amount that the Council wishes to attempt to collect as part of receiving a portion of reimbursement from this program, or consider options on an appropriate fee schedule. Council discussed the idea of \$25.00 Cost/Trip or a \$590.00/Single Family Unit and adding an escalator factor each year. No motion was made.

C. Town of Johnstown Small Business Micro Grant Program – The Town Council created the Johnstown Small Business Micro Grant Program to assist small businesses located in the Town's boundaries. There were certain requirements established in order to apply for a grant, one of which is to have an active town business license as of March 10, 2020 and the other is having a maximum of 50 employees. Staff is requesting guidance from Council if they would be interested in providing a grant for an applicant that may not meet the business license requirement and modifying the eligibility for businesses with more than 50 employees as of March 10, 2020. Staff also is requesting consideration to allow those businesses that received a grant, but did not request the full \$10,000 and would like to reapply for the additional funds up to the \$10,000 limit, if the economic impact has continued and is warranted. Councilmember Tallent moved to have the Town Attorney draft a Resolution to amend the Micro Grant Program with four changes: have a current business license, or in the process of applying for a business license; Town Manager may use discretion for businesses with 0 or 50 more employees; an owner is considered an "employee" for purposes of the right to participate in the program; a business that initially applied for less than the full \$10,000 may apply for the difference, seconded by Councilmember Berg. Motion carried with a roll call vote.

There being no further business to come before Council the meeting adjourned at 8:34 p.m.

Mayor

Town Clerk

List of Bills

Town of Johnstown
List of Bills - June 27, 2020 to July 23, 2020

<u>Vendor</u>	<u>Description</u>	<u>Department</u>	<u>Amount</u>
2534 Retail Phase 1, LLC	Reimbursement agreement	ADM	36,890.92
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
A & E Tire Inc	Tire repair	PW	45.00
Ace Hardware	Supplies	PW	1,006.67
Adamson Police Products	Uniforms	PD	107.85
ADT Commercial	YMCA security	YMCA	19,577.60
All Copy Products	Quarterly service	ADM	773.61
AP Mountain States, LLC	Recreation Center	YMCA	598,940.70
Aqua Backflow, Inc.	Mailings	PW	230.00
Aqua Engineering	Sewer expansion design	PW	63,534.00
Arapahoe Rental	Supplies	PW	136.19
Arrowhead Scientific Inc.	Evidence/Lab supplies	PD	350.84
BearCom	Vehicle upfit	PD	29,875.82
BHA Design Incorporated	I25/60 design	PW	5,990.00
Bobcat of the Rockies	Asphalt rake	PW	123.98
Bronco Fire Alarm Systems, Inc.	Fire extinguishers	PD	180.00
Browns Hill Engineering & Controls	Scada work and repairs	PW	4,642.30
C2RS Contracting	Grant	ADM	10,000.00
Card Services	Supplies	ALL	4,602.61
Caselle, Inc	Software support	ADM	1,552.00
Central Square Technologies	Software	ADM	28,434.28
Central Weld County Water District	Water purchase	PW	749.51
CenturyLink	Communications	PW	238.73
Cintas	Mat service	PW	395.63
Cirsa	Insurance	ALL	60,048.02
Colorado Analytical Labs	Lab testing	PW	95.00
Colorado Department of Revenue	Admin fee for OJ/W's & Defaults	ADM	105.00
Colorado Greenbelt Management	Lawn care	PW	1,375.00
Community Center Refunds	Community Center refunds	ADM	500.00
Connell Resources, Inc.	CMaR work / Design & cost estimates	PW	1,227,246.20
Consolidated Home Supply Ditch &	Professional services	PW	1,070.98
Core & Main	Hydrant parts	PW	646.11
Coren Printing, Inc	Signs	PD	122.00
Coulson Excavating Co Inc	Asphalt repairs	PW	1,261.12
Dana Kepner Co.	Hydrant meters, repairs	PW	8,331.62
Davis & Davis Co.	Refund overpayment	ADM	1,409.45
DBC Irrigation Supply	Sprinkler parts	PW	674.91
Deere & Company	YMCA equipment	YMCA	20,717.05
Deere & Company	YMCA mower	YMCA	14,048.65
Department of Labor	Boiler inspections	PW	120.00
DPC Industries Inc	Chemicals	PW	22,481.53
Ergomed	Employment screening	PD	400.00
Facility Maintenance By Design	WWTP repairs	PW	570.00
Faris Machinery Co.	Sweeper brooms	PW	995.00
Felsburg Holt & Ullevig	Billback - Engineering Services	ADM	1,360.00
First Class Security Systems	Fire system monitoring	ADM	625.60
Front Range Roofing Systems LLC	Roof repair town hall	PW	3,665.00
Galloway & Company, Inc.	I-25 professional services	PW	250.00

Gamez, Shirley Newsom	Mileage	ADM	65.00
Glacier Construction Co., Inc.	Media project	PW	56,894.45
Glenn A. Jones Library	Monthly support	LIB	85,221.66
Go Play Inc.	Parish Park resurfacing	PW	36,700.75
Goldstar Products Inc.	Disinfectant for parks	PW	1,769.30
Grainger, Inc.	Filters, parts	PW	1,667.39
Great Western Railway of CO	Access for I25 water line	PW	2,000.00
Greeley Monument Works Inc	Columbarium	PW	33,131.70
Greystone Technology Group	Computer support	ALL	632.50
H & E Equipment Services, Inc.	Lift rentals for banners & lights	PW	1,162.19
Hays Market	Supplies	ADM	121.57
Helton & Williamsen, P.C.	Bill Back - Engineering Services	ADM	8,915.00
Herbert Instrumentation Services	VFD installation, replacement	PW	20,402.00
Hill & Robbins, PC	Professional services	PW	1,846.50
IMEG Corp	Engineering services-billback	ADM	7,175.00
Infosend, Inc.	Utility bill printing	ADM	2,658.20
Insight North America, LLC	Investment services	ADM	3,024.60
Intellichoice, Inc	Support and maintenance	PD	2,990.00
InVision GIS	GIS services	ADM	2,633.75
J&S Contractors Supply Co.	Street signs	PW	4,899.72
John Cutler & Associates	Audit services	ADM	7,000.00
John Deere Financial	Parts	PW	1,509.90
Johnstown Breeze	Publications	ADM	1,077.52
J-U-B Engineers, Inc.	Water tank design	PW	172,575.65
Kenyon P. Jordan, Ph.D.	Recruitment exam	PD	500.00
Larimer County Sales Tax Administrator	Use tax - reimbursement	ADM	5,133.09
Larimer Humane Society	Contract billing	PD	200.00
Law Enforcement Systems	Parking citations	PD	134.00
Law Office of Avi Rocklin LLC	Bill Back - Legal Services	ADM	12,263.00
Lawn Police Lawn & Landscape	Weed mowing	PD	1,021.50
Lazar, Michael	Municipal Court Judge	ADM	2,800.00
Leopold Gallery	YMCA equipment	YMCA	4,255.00
Life Stories Child & Family Advocacy	Quarterly fees	PD	156.00
Little Thompson Water District	DOLA CR 50 project	PW	51,442.00
Little Thompson Water District	Emergency water purchase	PW	3,789.24
Logan Simpson	Comprehensive plan	ADM	13,440.84
Lowe's	Supplies	PW	373.26
Mac Equipment	Supplies	PW	6.88
Mares Auto Inc.	Tire repair	PD	20.00
Martin Marietta Materials	Paving of CR 15	PW	79,111.50
Mastec	Crosswalk repair	PW	500.00
McDonald Farms Enterprises Inc	Grease/sludge removal	PW	2,750.00
Milliken Johnstown Electric	Building repairs	PW	3,389.79
Motorola Solutions, Inc.	Radios	PD	8,160.14
Mountain States Pipe & Supply	Water meters	PW	2,892.56
Nalco Company LLC	Chemicals	PW	25,397.74
Napa Auto Parts, Inc	Supplies	PD	1,176.02
Office Depot Business Credit	Office supplies	ALL	271.12
Optimum	YMCA equipment	YMCA	25,405.09
Otak	Little Thompson trail design	PW	1,642.25
P3 Partners LLC	Strategic plan	ADM	10,000.00
Perkins+Will, Inc.	Professional services	YMCA	3,642.50

Petty cash	Petty cash drawer	ADM	150.00
Pitney Bowes Global	Postage meter lease	ADM	98.55
Poudre Valley REA	Utilities	PW	14,534.08
ProCode Inc.	Building inspection services	ADM	12,750.00
Purchase Power	Postage meter	ADM	311.14
Ramey Environmental Compliance Inc.	Water & wastewater services	PW	17,132.68
Reporter Herald	Subscription	ADM	416.00
Rhinehart Oil Co., Inc.	Fuel	PW/PD	9,880.80
RoadSafe Traffic Systems	Thermo plastic for crosswalks	PW	1,194.78
Rock Soft Chenille & Embroidery	Uniform shirts	PW	127.08
Rocky Mountain Accounting	Grant	ADM	7,000.00
Ryan Jones	Plumbing expense	PW	350.00
Sam's Club MC/SYNCB	Supplies	ALL	194.52
Sandoval Custom Creations, Inc.	Covert camera	PD	2,684.96
Security Central, Inc	Alarm monitoring	PD	219.00
Summit Graphics	YMCA signage	YMCA	4,717.75
TDS	Telephones/modem	ALL	2,274.40
The Home Depot/GECF	Shop vac	PW	681.01
Thompson Ranch Development	Reimbursement agreement	ADM	21,722.38
TimberLAN	IT services	ALL	1,500.00
Tool & Anchor Supply, Inc.	Supplies	PW	5.15
Trugreen Chemlawn	Lawn & pest services	PW	609.51
Twin Silos, LLC	Reimbursement agreement	ADM	4,000.00
UC Health	Lab testing	PD	478.20
United Power	Utilities	PW	799.20
USA Bluebook	WTP piping and supplies	PW	7,145.86
Utility Refunds	Utility refunds	ADM	4,596.28
Vector Disease Control	Mosquito spraying	PW	6,613.00
Veris Environmental, LLC	Sludge removal	PW	2,465.42
Verizon Wireless	Cell phones	PD/PW	3,304.78
Wagner Equipment Co.	Generator repairs	PW	2,203.50
Waste Management	Trash services	PW	59,802.22
Weld County	Radio programming	PD	80.00
Weld County Dept of Public	Lab services	PW	1,307.00
Windstream	Telephone/internet	ALL	1,147.98
Winters, Hellerich & Hughes, L	Prosecuting attorney services	ADM	5,805.00
Workwell Occupational Medicine	Professional services	ADM	36.00
WR Investment, LLC	Reimbursement agreement	ADM	27,600.00
Xcel Energy	YMCA utilities	YMCA	10,409.76
Xcel Energy	Utilities	PW	56,009.66
YMCA of Northern Colorado	YMCA equipment	YMCA	3,767.65
Yost Cleaning	Monthly cleaning service	ALL	1,313.00
	Total		<u>3,191,402.40</u>

Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT CONCERNING LIBRARY SERVICES BETWEEN THE HIGH PLAINS LIBRARY DISTRICT AND THE TOWN OF JOHNSTOWN

This Intergovernmental Agreement Concerning Library Services (“Agreement”) is made on this ____ day of _____, 2020 (“Effective Date”), by and between the High Plains Library District (“Library District”), a Colorado library district, and the Town of Johnstown, a Colorado home rule municipal corporation (the “Town”), (each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the Library District was created by the legislative acts of the Town of Ault, the Town of Eaton, the Town of Hudson, the City of Fort Lupton, the City of Greeley, the Weld County School District Re-8 and the County of Weld, known collectively as the “Establishing Entities;”

WHEREAS, the Town of Johnstown and the Town of Platteville did not establish the Library District, but agreed to participate, and are known collectively as “Participating Entities;”

WHEREAS, for purposes of this Agreement, the Establishing Entities and Participating Entities shall be known collectively as the “Governing Authorities” or singularly as a “Governing Authority;”

WHEREAS, the Governing Authorities, by the legislative acts of their governing bodies, opted to retain title to and ownership of their local libraries and the assets of such libraries and to maintain local control by and through a local library board of trustees;

WHEREAS, in exchange for library services provided by the Library District to the local libraries of the Governing Authorities, the Library District retains a portion of the property tax revenue derived from the service area of each Governing Authority;

WHEREAS, to clarify the library services that the Library District will provide to the local library of each Governing Authority, and, more specifically for purposes of this Agreement, the library services that the Library District will provide to the Town’s public library, the Glenn A. Jones M.D. Memorial Library (“Johnstown Library”), operating by and through the Town, during each calendar year, and the process by which such services will be provided, the Parties desire to enter into this Agreement;

WHEREAS, on February 18, 2009, the Town and the Library District entered into an Agreement Concerning Participation in the High Plains Library District, which, among other revisions, amended the agreement executed between the Parties, or predecessors to the Parties, on November 4, 1985 and the Modification Agreement executed between the Parties, or predecessors to the Parties, on or about January 15, 2001;

WHEREAS, the Town and the Library District have determined that it is mutually beneficial to amend the Agreement Concerning Participation in the High Plains Library District dated February 18, 2009; and

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

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and mutual agreements contained herein, the Library District and the Town hereby agree as follows:

1. Recitals. The Recitals are incorporated into this Agreement as if fully set forth herein.

2. Library Services. On or before October 1 of each calendar year, the Library District shall provide the Town with a list of the library services that will be available for the following calendar year to the Johnstown Library ("Library Services"). The list of services shall be in substantially the same form as set forth on Addendum A, attached hereto and incorporated herein by reference ("List of Services"). The List of Services may be amended from time to time, but the Library District may not diminish or reduce the Library Services available to the Johnstown Library absent the Town's written consent. On or before November 1 of each calendar year, the Town shall return the List of Services to the Library District with the selection of Library Services for the following calendar year. On and after January 1 of the following calendar year, the Library District shall provide the selected Library Services to the Johnstown Library. If the Town does not return the List of Services to the Library District, the Library District shall continue to provide the then-current Library Services to the Johnstown Library.

3. Modified Library Services During a Calendar Year. During any calendar year, upon the written request of the Town to the Library District to modify the services, the Library District may modify the Library Services that are provided to the Johnstown Library during such calendar year.

4. Library Services for the 2020 Calendar Year. For purposes of the 2020 calendar year, within ten (10) days of the execution of this Agreement, the Town shall provide a completed List of Services to the Library District and the Library District shall thereafter provide the Library Services to the Johnstown Library.

5. Tax Revenue Sharing. The Parties shall share tax revenue as follows:

a. The Library District shall provide to the Town two-thirds (2/3) of the property tax proceeds collected by the Library District from the mill levy applied by the Library District to the Johnstown Library's service area, defined as the boundaries of the Weld County School District RE-5J, except all land within the corporate limits of the Town or outside of Weld County. The remaining one-third (1/3) of the property tax proceeds shall be retained by the Library District to, among other uses, provide the Library Services to the Johnstown Library. On or before October 15th of each calendar year, absent extraordinary circumstances, the Library District shall provide written notification, if by electronic mail with a read receipt, to the Town of the anticipated amount of property tax revenue to be paid for the subsequent calendar year. Within twenty (20) days of receipt of property tax revenue from the Weld County Treasurer, the Library District shall remit payment to the Town.

b. The Town shall allocate two-thirds (2/3) of the property tax proceeds collected for library purposes within the corporate limits of the Town to the Johnstown Library. The remaining one-third (1/3) of the property tax proceeds collected for library purposes within the corporate boundaries of the Town shall be allocated to the Library District to, among other uses, provide the Library Services to the Johnstown Library. On or before October 15th of each calendar year, absent extraordinary circumstances, the Town shall provide written notification, if by electronic mail with a read receipt, to the Library District of the anticipated amount of property tax revenue to be paid for the subsequent calendar year. Within twenty (20) days of receipt of property tax revenue from the Weld County Treasurer, the Town shall remit payment to the Library District.

c. Notwithstanding the foregoing, and without modifying the proportional sharing of the tax revenue (2/3 to 1/3 split), the Parties may, in their discretion, deviate from the distribution of tax

revenue sharing set forth above by offsetting the payment that the Town is required to provide to the Library District from the payment that the Library District is required to provide to the Town.

6. Term. The initial term of this Agreement shall be from the Effective Date through December 31, 2020, and it shall automatically renew for one-year terms on January 1st of each calendar year. This Agreement may be updated, modified, revised, renegotiated or terminated at any time by mutual consent and in writing by the Library District and the Town. In the alternative, the Town, in its sole discretion, may cease participation in the Library District by providing ninety (90) days written notice to the Library District.

7. Library Plan. The Library District has developed a comprehensive plan, setting forth its broad policy objectives and understandings ("Library Plan"). A copy of the Library Plan is attached hereto and incorporated herein by reference as Addendum B. Within three months of the execution of this Agreement, the Johnstown Library shall prepare a similar plan for its library and provide such plan to the Library District.

8. Notices. Notices required herein, including delivery of the List of Services, shall be sufficient if personally delivered, sent by certified mail or sent by electronic mail delivery upon acknowledgment of receipt of the electronic mail by the intended recipient, addressed as follows, which addresses may be amended from time to time by written notice:

To the Library District:

High Plain Library District
Attn: Executive Director
2650 W. 29th Street
Greeley, CO 80631
Email: MHortt@highplains.us

To the Town:

Town of Johnstown
Attn: Town Clerk
450 S. Parish Avenue
Johnstown, CO 80534
Email: dseele@townofjohnstown.com

Johnstown Library
Attn: Library Director
400 S. Parish Avenue
Johnstown, CO 80534
Email: KPlumb@highplains.us

9. Entire Agreement. This Agreement shall contain the entire understanding of the Parties. This Agreement may not be changed without an agreement in writing signed by the Library District and the Town. This Agreement is binding upon and inures to the benefit of the Parties, their successors, assigns, and representatives.

10. Mediation. Prior to commencement of litigation, any disagreement between the Library District and the Town with respect to this Agreement shall be referred to a third-party mediator. If the

Parties are not able to agree upon a mediator, the mediation shall be conducted at the Judicial Arbitrator Group in Denver, Colorado. The cost of the mediation shall be split equally between the Parties.

11. Severability. If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unconstitutional, such determination shall not affect the validity of the remainder of the Agreement. If the validity, legality, constitutionality or performance of any portion of this Agreement is impeded or otherwise affected by any change in pertinent law or order of court, it is the desire and intent of the Parties to perform and comply with this Agreement as nearly as possible according to its spirit and expressed intent until the Parties agree in writing to changes consistent with and in accordance with the change in law or court order, as applicable.

12. Choice of Law; Venue. This Agreement is made under and is to be construed and enforced in accordance with the laws of the State of Colorado. The Parties agree that all judicial actions or proceedings arising in connection with this Agreement shall be heard in the District Court of Weld County.

13. Headings. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

HIGH PLAINS LIBRARY DISTRICT BOARD

ATTEST:

By: _____
Secretary

By: _____
President

TOWN OF JOHNSTOWN

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

Addendum A
 Glenn A Jones Memorial M.D. Library
 Library Services
 Calendar Year _____

Services	Provided by District	Provided by Member Library
Collections		
Access to all materials at all libraries participating in High Plains Library District		
1. The District has over 2,728,788 items, accessible to anyone who has an active HPLD library card in good standing including items in the Specialty Checkout Collection (Delivered by end of 1 st Quarter 2020)		
Materials purchasing/centralized order management		
2. Collection department will order on behalf of the Member Library and be billed monthly. Discounts realized through large volume purchasing.		
3. Collection development staff coordinate/create/maintain/update standing order plans for books and periodicals.		
4. Provide list of available periodicals, research and order titles as requested. Work with vendor when problems arise with subscription deliveries on member behalf.		
5. Collection Resources Manager negotiates discounts for all vendors used by the department (book, media and periodicals).		
Materials processing/standardized processing for items purchased /cataloged through Bibliographic Services		
6. Items ordered through Bibliographic Services will receive barcodes, RFID tags, spine labels, mylar covers per district standards		
Courier service to transport library materials Monday through Saturday		
7. Courier schedule maintenance for North and South routes		
Licensing, maintenance, and access to online databases and search software		
8. Negotiate prices for database and electronic resource access (included eBooks and databases)		
9. Staff database training upon request		
10. Patrons and staff receive technical troubleshooting and support		
Interlibrary Loan (ILL) and Prospector services		
11. ILL department will use OCLC or other supporting tools to locate and borrow an item not in our catalog for patrons/residence of HPLD.		
12. ILL staff responds to member patron requests and work with staff to resolve any problems.		
Access to collection development tools and resources to build collections		
13. Advice from the collection development department when questions arise.		
14. Access to online ordering tools		
15. Support for collection analysis		
Cataloging services		
16. Original cataloging provided for any item purchased by a Member Library that is not found within the OCLC catalog.		

17. Copy cataloging provided for any item already in the HPLD catalog or available from the current bibliographic utility.		
ILS data maintenance		
18. Bibliographic Services staff will update ILS databases including deleting bibliographic records with no holdings.		
19. Maintain the integrity of the ILS database through regular authority control, subject heading updates and patron purges.		
20. Collection Resources Manager negotiates discounts for all processing supplies including RFID tags and barcodes. Additional custom labels can be purchased through the Bibliographic Services department at cost and billed to the Member Library		
21. Advice and support from trained MLS catalogers		
Information Technology- Core IT service solutions		
22. ILS: Funding, procurement, installation, administration and all required support for the Integrated Library System and add on services		
23. OPAC: Funding, procurement, installation, administration and all required support for the public catalog		
24. Email services: Funding, procurement, installation, administration and all required support		
25. MyLibrary: Funding, design, code development, installation, administration and all required support		
26. Online Payment Services: Funding, procurement, installation, administration and all required support		
27. Telecirc: Funding, procurement, installation, administration and all required support		
28. Intranet: Funding, procurement, installation, administration and all required support		
29. Storage, backup and recovery services: Funding, procurement, installation, administration and all required support		
30. Mobile catalog: Funding, procurement, installation, administration and all required support		
31. Reporting and data support for all IT services		
32. Training on technologies support by HPLD		
33. Online training videos for staff and patrons		
Staff connectivity services		
34. Network equipment funding, purchase, configuration, installation and support in accordance with Library District standards. All hardware, software, equipment including cabling, servers will be provided. All new equipment will come with a hands-on demo and training.		
35. Information Technology calls for service and support of all equipment		
36. Security camera hardware, software installation and support in accordance with Library District standards. (Cameras at: Entry/Exits, outside bathrooms and at service desks).		
37. Circuit funding, purchase, installation, configuration and support		
38. HPLD access services funding, purchase, installation, configuration and support (remote access)		
39. Infrastructure cabling funding, purchase, installation, and support		
Internet connectivity for public (including Wi-Fi)		

40. Network funding, equipment purchase, configuration, installation and support. Hardwired fiber staff networks minimum speed (40M)* Public network minimum speed (20M)* Provide Libraries with 6-month usage and speed reports (*These speed guaranteed as provided by local internet service providers and contingent upon the continued service of these providers.)		
41. Circuit funding, purchase, installation, configuration and support		
42. Access services funding, purchase, installation, configuration and support		
Staff and public client equipment		
43. Purchase of all client (ILS) equipment needs **required for support** as mutually agreed upon		
44. Configuration, testing, installation and support for all staff and public client (ILS) equipment as mutually agreed upon		
Staff and public client software (is required due to licensing requirements)		
45. Operating system: Funding, purchase, testing, configuration, installation and support		
46. Productivity solutions: Funding, purchase, testing, configuration, installation and support (Office suite)		
47. Antivirus and other security tools: Funding, purchase, testing, configuration, installation and support		
48. Public use management: Funding, purchase, testing, configuration, installation and support		
49. Public print service management: Funding, purchase, testing, configuration, installation and support		
50. Web filtering: Funding, purchase, testing, configuration, installation and support		
51. Public freeze software: Funding, purchase, testing, configuration, installation and support		
52. Web lock down software (for pacs): Funding, purchase, testing, configuration, installation and support		
53. Automated deployment services: Funding, purchase, testing, configuration, installation and support		
54. Removal or recycling of computer and IT equipment		
Finance and Administration		
Tax collection, distribution, and payments in the same proportion as collected by HPLD.		
55. Ongoing updates on property taxation for budgeting purposes		
56. Intentionally omitted.		
Finance and Administration Requests		
57. Provide approved library budget as part of larger municipal budget upon approval and adoption		
58. Provide audited financial statements when approved and adopted by Library and Municipal Boards.		
59. Post all notices and hold all meetings in accordance with sunshine laws		
60. Access to Foundation consulting and training sessions on fundraising activities including sponsorship, capital campaigns, planned giving, etc.		
61. Assistance with grant reviews, applications, and writing for grants of any size.		

62. Acceptance of large or unusual donations on behalf of a member library pending the donation is in line with the Foundation's mission and gift acceptance policy and pending the acceptance of a gift agreement. (Add Copy of Gift Acceptance Policy)		
Management of Debt Collect Services:		
63. Debt collect service management including trainings and consulting with Debt Collect Service Vendor.		
Human Resources Support		
64. Access to advertising posting position vacancies on the HPLD website		
65. District orientation for new Member Directors and staff (Including Technology orientation and District Tour)		
66. Human Resources Consulting as requested		
67. Provides access to HPLD Sub Pool		
68. Access and including in all HPLD Training		
69. Access to In-house training and HPLD-sponsored workshops, seminars, orientations, Staff Day and roundtables		
70. Inclusion in and invitation to HPLD All Staff Day		
Project management services		
71. Provide consultation with contractors		
Member/District services coordination		
72. Participation on HPLD committees, task forces and projects (Duties Include: participate in planning, execution of program or service and evaluation)		
Continuing education		
73. High Plains Library District will provide funding, contingent upon annual Board approval for continuing staff education and professional development		
Compilation of Annual Public Library statistical report		
74. Compile and report library statistics for Public Library Annual Report, all other statistics provided as requested		
75. Advise Member libraries of pending changes in data needs		
Legal inquiry		
76. Serve as the point of contact for subpoenas or legal inquiries for ILS data		
HPLD name badge		
77. First name badge for new staff		
Research Tools		
78. District survey and research services that will include Member service areas; Including demographics available via staff intranet		
Outreach Services		
Multicultural services		
79. Outreach department partners with Member libraries to provide Multicultural services to patrons.		
80. Provide computer class support including curriculum, training, and referrals		
Mobile services to schools or other gathering places in member service area		
81. Outreach works with Member Libraries to provide services to locations in the Member service area.		
Public Computer Centers (PCC)		
82. PCCs located in member service areas: Johnstown (Milliken), Ault (Nunn & Pierce)		

83. PCC installation, maintenance and management in mutually agreed upon locations, executed through IGA or MOU and in accordance with agreement		
Public Information/Programming		
Spaces web calendar and room reserve		
84. Provide support for Member Library's events calendar available through the District's website.		
85. Provide support for each Member Library to utilize patron-initiated room reservations available through the District's website as requested		
Templates for promotional materials		
86. Include member libraries on any collaborative promotional materials when appropriate and available.		
Coordination of district-wide events and programming		
87. Coordinate special events and programs in which branch and Member Libraries choose to participate in. Including the District vehicle participation, scheduled through the Library Districts' Outreach Department.		
Library cards		
88. Design, produce and disseminate library cards for all libraries within HPLD.		
Advertising & Marketing		
89. Funds and places advertisements in phone books, newspapers and various northern Colorado publications.		
90. Access to Community Relations and Marketing Department Services (including large format printer)		
Virtual Services		
91. Staffing/management/support and funding of all calls that come into the 1-888-861-READ (7232) number		
92. Staffing /management/support and funding of online communication services such as chat and email		
Facilities		
93. Access to District Owner's Representative Services as requested		
94. Facilities consulting, and advice as requested		
Training Bureau		
95. Support and use of the Training Bureau (Once formed the Training Bureau will provide staff and public trainings on technology and specific skills TBD)		

Addendum B

High Plains Library District Library Plan

EXCELLENCE

Strategy

Strive to become the first library in the nation to win the Baldrige Award for Excellence.

Governmental transparency creates trust in the community. In our pursuit of excellence, the High Plains Library District will be transparent and follow all Sunshine Law requirements and guidelines, including, but not limited to:

- Post Board Meeting Agenda and Packets and materials 72 hours before the meeting. In identified posting locations.
- Keeping, recording and Posting Board Meeting Minutes in accordance with Sunshine Laws.
- Making documents available online via www.mylibrary.us
- Following our Open Record Request Policy.
- Submitting a completed Colorado Public Library Annual Report by the annual deadline.
- Providing a District Annual report to the Board from Director and Library Managers.

ACCESS

Strategy

Every individual and community who contributes to the revenues of the District will have access to library services (website, catalog, and the products and services the District offers.)

District Library Locations

District libraries are established according to the Establishment of District Facilities Guideline as well as Colorado Public Library Standards. Operations are governed by the High Plains Library District Board of Trustees. Facilities are the property, by ownership or contract, of the High Plains Library District. The High Plains Library District adheres to an annual budget approved by the High Plains Library District Board of Trustees.

District libraries offer a full array of materials, services, and programs for people of all ages. Staff is employed by the District, participates in benefits and is governed by the policies of the District.

Member Libraries

Member Libraries were established according to the Colorado Library Law provisions in 1985 and have joined with other governmental units within Weld County for the purpose of creating the High Plains Library District. The Member Library receives a designated portion of the tax levy for local library service. The governing authority of the Member Library receives funds according to a formula established at the time of the agreement to create the District. The governing authority budgets and accounts for these funds.

A portion of the tax generated from the service area is retained by the District for the purpose of district-wide services.

Member Libraries have:

- A local governing authority responsible for the library's operations.
- Facilities that are owned and maintained by the local authority.
- Services and programs that are determined by the local board. The library participates in centralized services made available by the District and mutually agreed upon through IGA.
- Staff that is hired by the local ~~board~~ governing authority. Payroll, insurance, and benefits are the responsibility of the local governing authority.
- A service area that was established in the Intergovernmental Agreement that formed the District.
- Hours of operation that are defined by the local authority.

Outreach Services

Outreach Services are a connection point and foothold for High Plains Library District in areas that are not in close proximity to a physical library. Outreach Staff will become a part of the community through collaboration with community organizations and to extend library services into communities, neighborhoods and to individuals. Outreach Services use a variety of methods to provide access to those who experience barriers to using traditional library facilities and virtual resources. Collaborative efforts are prioritized to match the District's Strategic Plan with community efforts.

When focusing on services, Outreach staff works with a variety of organizations ranging from day care centers, preschools, and K-12 schools to recreational centers, senior centers and other organizations that serve as community meeting places, in order to provide library materials, programs and resources to areas where economic, geographic, linguistic, physical or other barriers hinder access.

Efforts include, but are not limited to, providing rotating deposit collections, bookmobile and Lobby Stops, supporting Public Computer Centers, partnering with local service organizations, and serving with organizations pursuing venues for getting information and materials to the community.

The District will continually monitor the changing needs of the High Plains Library District residents and modify services to best reach the most people in a cost-effective manner. Over the next 1-3 years, Outreach Services will shift from transaction interactions with individuals in the communities they serve to a more imbedded, relationship model. A model where we are not just sitting at a table at an event but being an active part of the community and participating in the event and community.

Outreach Service Area Definitions

Outreach Services extends library services and staff into communities, neighborhoods, and to individuals using a variety of methods to provide access to those who experience barriers to using traditional library facilities and virtual resources or those who might not otherwise consider using library services. Efforts include, but are not limited to, participating on board and committees, providing rotating deposit collections, making bookmobile stops, partnering with local service organizations, serving with organizations pursuing venues for getting information and materials to the community, and providing answers and resources online or over the phone.

Bookmobile/Lobby Stops

- Mobile Units may be scheduled to stop at locations that are beyond a reasonable travel distance from a library building location. Stops will be at community gathering locations. While schools, historically have been an ideal location since they serve as a population centers, this has been limited to only supporting students during school hours. New options are being considered.
- Services are provided on an individual basis rather than to a group, i.e., classroom. The most frequently requested books are carried in the Outreach collection. Staff fill special requests promptly using Interlibrary Loan (ILL) and Prospector when appropriate.

- Bookmobile/Lobby stop visits are scheduled at intervals no less than 3 weeks and of sufficient length to offer professional advisory service.

Deposit Sites

- The facility is not the property of the District. Maintenance and insurance are the responsibility of the group or agency providing the facility.
- Deposits may be in lieu of bookmobile service or to supplement a bookmobile stop service point.
- A collection of materials is provided by the District as a long-term loan. The size of this collection is determined by the number of patrons and the size of the facility. Deposits providing study facilities will be provided basic reference books. Short-term rotating collections may be provided to maintain vitality in the collection at the deposit. Selection of the materials will be made by the District staff, taking into consideration those requests of the local staff. Insurance covering the materials placed in the deposit is the responsibility of the District.

Public Computing Center Sites

In 2011, HPLD had established 11 Public Computing Centers (PCC) that were housed in partner organizations. This model allowed the HPLD to maximize our resources by opening multiple sites in a service area that spans more than 4,000 square miles using 2.5 FTE. Of these original centers, 5 are still active locations. While the technology in all locations are managed by the District ITI Staff, 2 are in Member service areas where the Directors decided to continue to support the patron experience aspect of the service.

The 5 locations include: a town hall, a recreation center, a homeless shelter, a support center for the differently-abled, and a former coffee shop.

Criteria for partner organizations include:

- Space for our computer stations, as well as a place for our utility computer and a secure locked box to house it
- Availability of at least 20 hours a week to patrons of all ages
- Established foot traffic pattern

PCC sites were set up to mirror our branch computers, so our patrons get the same software, database access, time limits, and user experience that a patron in a branch would. Book-a-Librarian, a formalized one-on-one appointment, services are also provided.

Materials delivery has been provided at one of our sites through a holds locker (it looks like a USPS box and allows patrons to pick up holds 24/7), and some simply have holds delivered to the staff on the site.

All staff instructors have prior experience in technology instruction.

Virtual Library

Virtual Library staff resolves circulation and service concerns, provides basic reader's advisory and reference services, and directs requests as appropriate. Staff manage communications through technology-based tools which includes, but is not limited to, CHAT, email, and phones.

Virtual Library staff participate in the development and management of online support tools such as video-based training.

Pop-Up Library

The Pop-Up Library's purpose is to engage both users and non-users in a two-way conversation about their wants and needs. At strategically selected events the catalyst for these conversations will be the unique and dynamic experiences we provide. Participants will walk away having had a positive interaction with the library in a new way. The Pop-Up Library will serve as a marketing tool that allows us to be producers instead of takers. It will help move us towards our goal of changing people's perceptions of libraries, by actively showing our relevancy and importance through listening to their needs and delivering based on those conversations.

Current Facilities (Per Demographer)

Library	Service Areas	Population by Municipalities Service area per County Demographer	Square Footage	Sq. Ft./Pop
HPLD Greeley Area	Greeley, Evans, Garden City, La Salle (District 6)	128, 492	92,300 sq. ft.	0.72 sq. ft/person
Northern Plains Public Library	Ault, Pierce, Nunn (Re-9)	6,387	6,000 sq. ft.	0.93 sq. ft/person
Platteville Public Library	Platteville, Gilcrest (Re-1)	7,457	11,500 sq. ft.	1.5 sq. ft/person
Glenn A Jones Memorial M.D. Library	Johnstown, Milliken (Re-5J)	25,807	13,000 sq. ft.	0.50 sq. ft/person
Hudson Public Library	Hudson, Keenesburg, Lochbuie (Re-3)	15,293	12,000 sq. ft.	0.78 sq. ft/person
Eaton Public Library	Eaton, Galeton (Re-2)	9,593	12,500 sq. ft.	1.3 sq. ft/person
Fort Lupton	Fort Lupton (Re-8)	14,463	16,500 sq. ft.	1.1 sq. ft/person

Cities, Towns, and Municipalities in the District Service Area

As defined by the Weld & Boulder County Assessors Offices:

Evans (Served by the Riverside Library and Cultural Center)

Erie (Served by the Erie Community Library)

Firestone (Served by the Carbon Valley Regional Library)

Frederick (Served by the Carbon Valley Regional Library)

Garden City (Served by the Lincoln Park & Riverside Library and Cultural Center)

Greeley (Served by the Farr Regional Library, Centennial Park Library, Lincoln Park & Riverside Library and Cultural Center)

Kersey (Served by the Kersey Library)

PCC Location:

Briggsdale Community Library

Evans Community Complex

Milliken

Nunn Town Hall

Served by Outreach Services:

Grover (22 miles from a PCC, 44.5 miles from a physical library)
LaSalle (2.4 miles from a physical library)
Mead (10 miles from a physical library)
New Raymer (27 miles from a PCC, 50 miles from a physical library)
Stoneham (38 miles from a PCC, 61 miles from a physical library)

Possible expansion of services:

Keota (37 miles from a PCC, 59 miles from a physical library)

Member Service Areas

As defined by the Weld County Assessors Offices:

Northern Plains Public Library: RE-9 School Boundaries (Ault, Carr, Nunn & Pierce)

Eaton Public Library: RE-2 School Boundaries (Eaton & Galeton)

Fort Lupton School and Public Library: RE-8 School Boundaries (Fort Lupton, Aristocrat Acres, Wattenberg)

Hudson Public Library: RE-3J School Boundaries (Hudson, Lochbuie & Keenesburg)

Glenn A. Jones Memorial Library: RE-5J (Johnstown & Milliken)

Platteville Public Library: South Half of RE-1 School District (Platteville & Gilcrest)

STEWARDSHIP**Strategy**

Care for the facilities we have in a way that they will be the place where everyone wants to be.

Establishment of District Facilities Guideline

The High Plains Library District is committed to providing quality service to all district residents. To ensure that service is provided in an effective and efficient manner, the Board of Trustees will establish and observe service delivery guidelines. The following considerations identify the guidelines for the District (Branch) Facilities and provide are provided for informational purposes for the Member Libraries.

General Considerations

- The use of a library is significantly impacted by its location.
- The Board of Trustees is committed to constructing locations where community residents frequently and willingly go.
- The District will operate locations of four types: Regional Library, Large Library, Small Library, and Mini Library.
- Population, service hours per week, size in square footage, holdings available, number of computers available for public use, and the number of hours of programming per week will vary based on the population and demographics of the service area.

- The Board reserves the right to offer service at an expanded or contracted level than that shown in the Preliminary Assessment Tool whenever local conditions or available funding make variations desirable or necessary.
- In urban and suburban areas, libraries should be located so that most residents of the service area can drive to the library in 15 – 20 minutes. In rural areas, libraries should be located so that most residents of the area can drive to the location in 30 minutes.
- The ideal of the District is to provide library service to residents at all hours, and to pursue opportunities to leverage hours of availability beyond those provided by the traditional library. As technological advancements permit the provision of services without a physical facility, the District will continue to work toward that ideal. As identified in the strategic plan, the District will leverage technology to make a 24/7 self-service location a reality.
- The services offered at libraries will vary depending on the type of facility and the community served. Regional and large libraries will offer a greater variety of services and larger collections than those available at the small and mini libraries.
- Libraries may include specialized spaces such as but not limited to computer labs, digital media labs, story rooms, study rooms, conference rooms, flex spaces and makers spaces.
- Libraries constructed by the District will be a minimum of 6,000 square feet and serve a population of at least 5,000 people.
- It is the preference of The District to own property and facilities, however library services may be provided in leased or donated space.
- The High Plains Library District will actively pursue co-location when such an opportunity is the most efficient and effective way to provide library service. Co-location occurs when library service is provided from a space in a facility in which other entities also have their own designated space.
- The District prefers to own the property and the facility that will be used for the co-located library, rather than being a tenant in a facility owned by another party.
- Co-location opportunities will be considered with retail outlets, community services, and organizations such as: community center, recreation center, senior center, health clinic, retail center, supermarket, or other locations where all segments of the community will frequently and willingly go.
- The District may provide library service via Outreach Services.
- Facilities and remodeling projects will meet, at a minimum, LEED Silver certification standards.
- As much as possible, the District will integrate future proofing and plan for the expected community growth

Site Selection Criteria

The following criteria, listed in alphabetical order, will be used by the Board of

Trustees to determine sites for locations:

- **Accessibility:** The site will be easily accessible by car, bicycle, public transportation, and on-foot. The site will provide for a high degree of personal safety for people entering and leaving the building, especially at night. Natural or man-made barriers should not impede access to the site.
- **Acquisition cost:** The cost to purchase or lease the site will be within the District's budget, and the price to be paid for the site should not exceed the fair market value of the site.

- **Availability:** The time required to acquire the site will not negatively impact the proposed project timeline.
- **Community assessment:** The site will be one that will be acceptable to the majority of the residents in the projected service area of the proposed location. Prior to the selection of a site for a library, the Board of Trustees will provide an opportunity for public comment about the proposed site.
- **Construction/Site development cost:** The site will enable the District to construct a branch without incurring significant additional costs to prepare the site for construction or to construct the location.
- **Environmental issues:** The site will enable the District to construct a library without incurring significant additional costs to mitigate prior soil contamination or other pre-existing environmental conditions such as poor drainage or unstable land formation. The site will not be located in a flood plain or on protected lands.
- **Legal Matters:** The site will enable the District to acquire the property and construct the library without incurring significant additional legal costs.
- **Parking:** The site will allow for adequate onsite parking for library users and library staff.
- **Projected or current population:** The site will consider how many people can be served within a reasonable distance from the proposed site.
- **Size and shape of the property:** The site will allow for the construction of an efficiently designed library. The site will allow for landscaping and required setbacks. The site will allow for expansion of the building and expansion of the parking lot.
- **Traffic:** The site will be close to the geographic and/or traffic center of the areas to be served. The site will consider both the positives and negatives of traffic. It should be near primary streets with the library located at the intersection if possible, and an area of high pedestrian traffic. But the nature of traffic should not be such as to discourage use of the library.
- **Visibility:** The site and the library will be visible from major streets or within the shared facility.

Current Facilities Guideline Chart

	Extra-Large	Large Branch	Medium Branch	Small Branch	Notes/Comments
Population Served	35,000+	15,000-35,000	8,000-15,000	5,000-8,000	Smaller Populations Served via Outreach
Service Hours Per Week	62+	62+	62+	20+	
Square Footage	34,315+	11,538-34,314	4,373-11,537	1,000-4,372	
Holdings	125,000+	80,000-125,000	25,000-80,000	3,000-12,000	
Public Computers	50+	30-49	10-29	4-10	Determined by space and need
Possible Unique Features	Courier, IT and Outreach Hub, Special	Special Collection, Large and	Special Collection, Small Meeting	Small Meeting Room, 24 Hour Option	

	Collection, Large Meeting Room and Flex Space, Board Room, 24 Hour Option	Small Meeting Rooms, 24 Hour Option	Rooms, 24 Hour Option		
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ASPIRATION

Strategy

Create programs and services that result in changed lives and a better community.

In accordance with the strategic plan, the District will shift from current program delivery methods to more skills based, multicultural and intergenerational programming. The District will partner with and bring in subject matter experts to aid with the shift and instruction. Doing so will help to build the community and make connections within and between groups as the diverse population continues to expand throughout the High Plains Library District Service area. This shift was in direct response to community input and feedback.

LITERACY

Strategy

Intensify our efforts in increasing the levels of literacy throughout the District.

As the District strives to build stronger community. We will focus on all types of literacy, conventional, cultural and digital. Being a place for civil discourse and crucial conversations.

UNITY

Strategy

Focus on building trust in District leadership, building leaders and increasing job satisfaction.

The District will continue to provide, collection, Information Technology PCC and Outreach support as requested and agreed upon through Intergovernmental Agreements with the Member Libraries.

While working through this process, we encourage our Member Libraries and their ~~Boards~~ Governing Authorities to build and use similar service plan.

FINANCIAL STRENGTH

Strategy

An emphasis on economic and population forecasting and taking actions now to prepare for the future.

To maintain our financial strength, the District will work with the County Demographer and Assessors Office as well as financial advisors and consultants to project and prepare for the future. To make the proper projections we must document and understand our current and former financial position and make it possible. We will prepare and make available and encourage our Member Libraries to do the same:

- CAFR or Audited Financials

- Quarterly Unaudited Financial Reports
- List of Library Trustees

**Resolution
No. 2020-21**

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2020-21

**RESOLUTION MODIFYING THE TOWN OF JOHNSTOWN
SMALL BUSINESS MICRO GRANT PROGRAM**

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

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

WHEREAS, on April 20, 2020, by Resolution No. 2020-11, Town Council adopted the Town of Johnstown Small Business Micro Grant Program (“Program”); and

WHEREAS, based on a report from the Town Manager, Town Council desires to modify the Program to provide funding to, and accommodate the needs of, additional small businesses in the Town; and

WHEREAS, to satisfy those goals, Town Council desires to modify the Program to: (i) allow any small business with an active Town Business License or a small business that has applied for a Town Business License to be eligible to apply for the Program; (ii) provide the Town Manager with discretion to award grants to business with more than fifty (50) employees; (iii) recognize that the “owner” of a business shall be considered an “employee” for purposes of the right to participate in the Program; and (iv) allow a business that initially applied for less than the maximum award of \$10,000 to apply for the difference; and

WHEREAS, during the regular Town Council meeting on July 20, 2020, Town Council passed a motion approving the foregoing modifications to the Program; and

WHEREAS, Town Council finds, determines and declares that: (i) adoption of the modifications to the Program will promote the public interest and protect and preserve the economic vitality of the Town; (ii) the public benefits to be derived from the modified Program are significant and substantial and justify the expenditure of the public funds necessary to establish, fund and administer the modified Program; and (iii) the Town will receive adequate consideration for its financial contribution to the modified Program in the form of the preservation of the public benefits described herein; and

WHEREAS, Town Council finds, determines, and declares that the modified Program will provide a public benefit and further a public purpose within the meaning of Article 11, Section 2 of the Colorado Constitution; and

WHEREAS, Town Council finds, determines, and declares that it has the power to adopt the modifications to the Program based on the authority granted to home rule municipalities by

Article XX of the Colorado Constitution and the powers contained in the Johnstown Home Rule Charter; and

WHEREAS, Town Council finds, determines and declares that adoption of the modifications to the Program is in the best interests of the citizens of the Town and advances and preserves the public peace, health, safety and welfare.

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

Section 1. Adoption of Modified Program. Based on the reasons set forth in the Recitals above, the Town Council hereby adopts modifications to the Town of Johnstown Small Business Micro Grant Program as set forth on Exhibit A, attached hereto and incorporated herein by reference.

Section 2. Resolution No. 2020-11. Except as modified herein, Resolution No. 2020-11 shall remain in full force and effect.

Section 3. Effective Date. This resolution shall be retroactively effective to July 20, 2020.

PASSED, SIGNED, APPROVED, AND ADOPTED this ____ day of August, 2020.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

TOWN OF JOHNSTOWN SMALL BUSINESS MICRO GRANT PROGRAM

Purpose:

The Small Business Micro Grant Program (the “Program”) is designed to help small businesses in the Town of Johnstown (“Town”) during the COVID-19 pandemic.

Introduction:

The Town recognizes and understands the value the small businesses bring to the community. To help support the small businesses, the Town created the Program to provide grants to help small businesses immediately offset some of the economic impacts arising from the pandemic.

The Program is open to small businesses physically located and operating within the Town’s boundaries, including locally-owned franchises. To be eligible for the Program, the business must have had 1-50 full-time employees on March 10, 2020, the date Governor Polis issued a statewide disaster declaration, or, in the Town Manager’s discretion based on good faith considerations, have had more than 50 employees on March 10, 2020. A business owner shall be considered an employee for the purpose of satisfying the eligibility requirements of the Program. Micro grants up to \$10,000 will be available for small businesses in the Town.

The Town will review applications submitted on a first-come, first-serve basis. An applicant may submit more than one application, but shall not be entitled to a total grant award exceeding \$10,000. Grants will be awarded in the sole discretion of the Town based on the submission of the required documentation, the responses provided in the application and any other factors the Town deems to be relevant. The Town may, but is not required to, provide a reason for the denial of an application or for the determination of the amount of the grant award. Submitting an application is not a guarantee of a grant award, and the Town may terminate the Program at any time, for any reason, or when available funds are depleted.

Fund Availability:

\$1,000,000 has been appropriated by the Town to fund the Program. After the expenditure of \$500,000, the Town Manager is required to report the status of the Program to the Town Council, at which time the Town Council may either authorize the expenditure of the remaining \$500,000.00, or any part thereof, or terminate funding. In the discretion of the Town, grants may be awarded in an amount up to, but not exceeding, \$10,000.

How To Apply:

To apply, an applicant shall submit an application. Upon receipt of the application, the Town will contact the applicant to verify information and provide instructions on how to upload sensitive information.

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Required Documents:

An applicant shall submit the following documentation with the application:

- Complete grant application;
- 2019 Tax Return/K-1 (or, if not filed, 2018 returns);
- 2019 Financial Statements (if not complete, 2018 statements may be substituted for the incomplete portion);
- Verification of cash flow needs;
- Itemized budget for fund request; and
- Other information and documentation as may be requested by the Town subsequent to submission of the application.

Eligibility Guidelines:

To be eligible, an applicant must:

- Have an active Town Business License or have applied for a Town Business License as of March 10, 2020;
- Have at least one physical location within the Town, with no more than three total locations;
- Have had 1-50 employees on March 10, 2020, or, in the Town Manager's discretion, have had more than 50 employees on March 10, 2020;
- Not be, or not have been, engaged in any illegal activity;
- Show that historical profits would have been sufficient for the business to stay in operation and that COVID-19 outbreak has had a negative impact; and
- Be registered and in good standing with Colorado Secretary of State.

Review Process:

Applications will be reviewed first by Town staff for completeness and eligibility. Following a determination of eligibility, applications will be reviewed and scored by a Review Committee of up to three individuals selected by the Town. The Review Committee will make recommendations regarding grant awards to the Town Manager, who will consider the Review Committee's recommendation and make the final determination to approve, defer or deny a grant award. The Town Manager may be a member of the Review Committee. The review period may take up to three business days following submittal of a complete application. Incomplete applications will not be considered.

Disclosure Information:

The Town of Johnstown understands and supports the public's right to access public records. Information submitted through the Program is a public record and may be subject to disclosure under the Colorado Public Records Act, C.R.S. §§24-72-200.1, *et seq.*



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: August 3, 2020

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

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

- 08/17/2020 – Regular Town Council Meeting
 - 09/09/2020 – Regular Town Council Meeting
 - 09/21/2020 – Regular Town Council Meeting
-

Administration, Finance, & Planning

- *Gerrard Rezone* – On July 22 the Weld County Board of County Commissioners heard and approved the proposed rezone of the 131-acre Gerrard property that Rock N' Rail uses as an industrial site. This site is within the Town's Growth Management Area. Staff was present to reassert the Council's oppose to the rezoning to I-3, a heavy industrial zone.
- *Comprehensive Plan* – Community engagement signs around town and social media posts are asking residents and businesses to respond to quick polls and questionnaires. Planning will have a table at the YMCA Grand Opening. Steering Committee met on June 22 to discuss plan vision, town opportunities, future needs and land uses, and plan layout.
- *Reimbursement Agreements* – Planning Staff is assisting Finance in mapping parcels and addresses for reimbursement agreements, to ensure appropriate and timely reimbursements.

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- *2020 Certification of Value* – Governor Polis signed executive order D 2020-022 extending deadlines for filing declarations of business personal property, natural resources and oil and gas. This order will result in a new calendar for the Certification of Values from the county assessor's offices. The previous deadline was August 25, 2020. The new deadline is October 13, 2020. Fortunately, the Weld County Assessor will be issuing an unofficial preliminary certification by August 25 in an attempt to assist us with our budgeting requirements. It is possible that with the change in deadlines, that material changes to the budget may be made after the initial submittal to the Council in October.
- *2021 Budget* – The 2021 budget process is well underway as department heads have submitted their initial budget requests. The Town Manager, Finance Director, and department head reviews will be scheduled in the next couple of weeks.
- *Utility Bills* – The Town currently has 375 utility accounts that are 30 days past due, 86 that are 60 days past due, and 40 that are 90 days or more past due. The balances due on the accounts that are 90 days or more past due totals \$17,547.00.

Police Department

Training

- *Less Lethal Training* – The entire department received training for recertification on both less lethal shotguns and tasers.
- *Forensic Training* – Christy Adair attended a forensic symposium which covered topics to include latent fingerprint examination, biological identification, and firearm ballistics testing.

Community Policing, Outreach & Miscellaneous Items

- *Federal 1033 Program Audit* – The department conducted our annual audit of patrol rifles and other equipment assigned to us through the Federal Government's 1033 program. All items were accounted for.

Public Works Department

Streets, Stormwater, & Parks

- *Streets* – County Road 50 is nearly 95% complete. Once the County Road 17 roundabout has been completed and the detour is finished, we will complete the mill and overlays as well as the stripping. Approx. 10,000 tons of asphalt has been placed. Proof rolls were completed by staff for filling 7 at Thompson River Ranch. Grading of County Roads 3, 42, 44, and 46 were completed. Crosswalks and signs were installed at the intersection of Settlers Way and County Road 17 to provide another crosswalk for pedestrian safety. We are waiting on bids for handicap ramps to be installed at the lighted crosswalk in front of the post office at intersection of Herrera and County Road 17.
- *Parks* – Disinfecting of parks continues with the goal of disinfecting daily. Watering has been adjusted to help with water use. We are now watering our parks every other day.
- *Collection & Distribution* – A service line repair was done at 3463 Riverwood Ct due to a leaking curb stop valve that needed to be replaced. The water leak on HWY 60 was repaired. Staff along with Gopher Exc. worked together to replace an 84inch section of 6-inch cast iron pipe. During the repair, a new 6-inch gate valve was installed. We now

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have the capability of a full shut down in that area if needed without turning off service to multiple adjacent blocks.

- *Inspections* – The Ridge, Johnstown Village and the water main located the on I-25 Frontage Road are underway. Staff is insuring installation of public improvements are being done correctly.

Water and Wastewater Plants

- *Water restrictions* – We are continuing to monitor water use in Town. Current trends are showing that the voluntary restrictions are not being followed. We will monitor trends for another week before deciding if a request for mandatory water restrictions should be submitted to Council.
- *Town Lake* – The two new VFDs were installed at the Town lake pump house. These two VFDs were damaged in the prior power surge. We also installed surge protectors to avoid future happenings.
- *Lead & Copper* – Maurice and Tim have been working on getting lead and copper sampling completed. Letters will be sent the first week of August.
- *Lone Tree* – Staff started pulling water from the ditch at Lone Tree as it has a better quality of raw water. This should hopefully help with taste and odor. The geosmin samples were completed and revealed higher than anticipated numbers at both the Town Lake and Lone Tree. Geosmin levels of 5.0 or below improve taste and odor. Lone Tree samples showed 2.73ng/l or 1 part per trillion.
- *Central WWTP* – New fuses and a fuse block were installed for blower #3. The old fuses were over heating so we increased to a larger fuse size.
- *Sampling* – We are pulling samples from the floating mixers at CWWTP to do a comparison after installation of the new aeration.
- *Low Point* – Aqua Engineering continues to work on design for the Low Point expansion. The assessment report was submitted to CDPHE and we are awaiting a response. Staff is working on the floats that control the start and stop of underdrain pumps at Low Point as some glitches have occurred.

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Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 3, 2020

ITEM NUMBER: 10 A

SUBJECT: **Public Hearing** - The Ridge at Johnstown Filing No 1 – Final Subdivision Plat and Final Development Plan

ACTION PROPOSED: Consider Approval of a Resolution approving the Final Subdivision Plat and Final Development Plan for The Ridge at Johnstown Filing No 1

ATTACHMENTS:

1. Resolution 2020-22
2. Vicinity Map
3. Master Plan Exhibit
4. Proposed Final Subdivision and Final Development Plan
5. Planning & Zoning Commission Staff Report

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The proposed subdivision/development plan would create 208 single family lots, with lot sizes ranging from 6,850 SF to 19,280 SF, with an average lot size of 8,605 SF. Sixteen outlots equal 15.06 acres (20.9%) of common open spaces, trail corridors, and a neighborhood park and are to be dedicated to the metropolitan district.

This 74.6-acre property (Parcel #8526100005) is located approximately ¼-mile south of Larimer County Road (LCR) 18 (aka Freedom Parkway), and east of LCR 3E. This parcel extends east to the future alignment of High Plains Blvd (LCR 3). The property appears to have historically been used for dry land ag purposes. This property is included in The Villages at Johnstown Metro District #2, and is the initial filing on the eastern portion of the larger The Ridge at Johnstown development (approved as “The Villages at Johnstown” PUD and preliminary plat). Early grading and site work have begun on the site, with approved engineering construction drawings, and an

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At-Risk Agreement signed by the developer recognizing this work is being performed at their risk without current final town approvals of plat and development plans.

Significant off-site improvements are needed to serve this Filing No 1 subdivision, including paving and improvements to LCR 3E, intersection improvements at LCR 18, oversized-sanitary sewer line connections (12" and 15") in the future High Plains Boulevard alignment from the eastern edge of the development north to the Low Point WWTP.

BACKGROUND:

Prior Actions: In 2002, the property was annexed and zoned PUD-R as part of the R&D Annexation. Updated Design Guidelines and Preliminary Plat for The Villages at Johnstown (245 acres) were approved in 2018, from the original 2006 set of plans and performance standards.

Design Standards: Existing Villages at Johnstown design/performance standards and guidelines would apply. Home elevation designs are subject to approval by Town Staff to ensure compliance with the design guidelines as well as the proposed Subdivision Development and Improvement Agreement. Fencing, landscaping, and street lighting will all be installed in conformance with these approved guidelines.

A modification to the overall performance standards has been proposed with requirements for xeriscaping and limited irrigation and planting area on single family lots, with irrigated turf installed in rear yards only. Planning staff is working with the Applicant on a more comprehensive modification to those standards, with will include these single-family lot landscaping modifications; these are assumed as included by reference and inclusion in the overall planning case file and Town approvals of the development plan and subsequent water agreements which will accommodate these standards.

Transportation System: Access to the development will be via LCR 3E, currently a county road. Improvements will include paving of the 2-lane county cross-section for the full mile of LCR 3E, build-out to a minor arterial cross section along the development frontage, and intersections improvements as required by their traffic study and as may be approved by Larimer County Engineering / Public Works. The build-out of LCR 3E to Town standards will be incremental as future development (and annexation) occurs along this road; Filing No. 1 will be responsible for curb, gutter, sidewalk and landscaping along the 950' of their LRC 3E frontage as well as the half-width improvements of a 4-lane minor arterial street – therefore, providing two lanes of traffic. Two hundred eighty-eight (288') feet of that 950' frontage is fully annexed and allows for dedicated of the full 110' right-of-way (ROW) width, and is located directly opposite of and connecting to the Developer's proposed Filing 2. That full ROW width will be constructed with curb, gutter, sidewalk on both sides of the roadway; Filing 2 will be required to complete the street trees and landscaping with future construction.

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Dedicated ROW and cash-in-lieu is being provided for the future build-out of High Plains Boulevard to a four-lane major arterial along the eastern boundary. High Plains Boulevard is a vital north-south connection for the Town to secure as development occurs along this future alignment, as identified by the North Interstate Parallel Arterial (NIPA) Technical Advisory Committee in conjunction with CDOT, counties, and affected municipalities.

Water and Sanitary Sewer: Existing and planned capacities and pressures are adequate to serve these additional lots. Wastewater would run to the Low Point Wastewater Treatment Plant through lines currently being constructed by the Applicant.

Raw Water Dedication: A Water Dedication Agreement is proposed to support this development, with 18 adjudicated shares of Home Supply water intended to be dedicated, providing 144 AF of water, or 288 SFE's. A development-specific water and sewer service agreement will be forthcoming, following additional review by the Town's water engineer. *Correction in PZC Staff report: the report indicates that water has been dedicated, per prior Annexation Agreement; however, the water appurtenant to the property at the time of annexation was identified, but not yet dedicated.*

Storm Drainage: Stormwater runoff from the development would be managed in conformance with Town requirements and owned and maintained by the Metro District.

Parks and Open Space: The public land dedication requirement for this subdivision would be 7.46 acres, per municipal code. Per the subdivision plat, 15.6 total acres contained within outlets is to be dedicated to the Metro District as drainage, open space, and park areas for long term maintenance, with use and access provided to the neighborhood and the public.

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

Schools: The property lies within the Thompson School District and the overall development will meet requirements for cash-in-lieu payable directly to the district at building permit.

Technical Analysis: The application and submittal materials substantially comply with Town codes, standards, and other requirements, requirements of the annexation agreement, and the approved preliminary plat. The proposed single-family residential land use is consistent with the Johnstown Area Comprehensive Plan and The Ridge at Johnstown Design Guidelines. Approval of the engineering reports and construction drawings was issued by the town engineer in mid-May.

Planning & Zoning Commission: On May 13, 2020, the Planning and Zoning Commission held a public hearing to consider this Final Subdivision & Final Development Plan. No public

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comments were received at or prior to the hearings. No substantive modifications to the plat or plans have occurred since that time.

After deliberations, the Planning and Zoning Commission reviewed and recommended to the Town Council approval of the The Ridge at Johnstown Filing No. 1 Final Subdivision and Final Development Plan with conditions included in the Suggested Motions herein.

LEGAL ADVICE:

The Town Attorney prepared the resolution.

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION:

The Planning & Zoning Commission recommended Approval with Condition of the Final Subdivision and Final Development Plan.

SUGGESTED MOTIONS:

For Approval

I move to approve Resolution 2020-22 approving The Ridge at Johnstown Filing No. 1 Final Subdivision and Final Development Plan with conditions.

For Denial

I move we deny The Ridge at Johnstown Filing No. 1 Final Subdivision and Final Development Plan as presented.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2020 - 22

APPROVING THE FINAL SUBDIVISION PLAT AND THE FINAL DEVELOPMENT PLAN FOR THE RIDGE JOHNSTOWN, FILING NO. 1, LOCATED IN THE NORTH HALF OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 74.606 ACRES.

WHEREAS, J-25 Land Holdings, LLC, a Delaware limited liability company, the property owner (“Owner”), submitted an application to the Town of Johnstown (“Town”) for approval of a Final Subdivision Plat and Final Development Plan for The Ridge Johnstown, Filing No. 1, located in the North Half of Section 26, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 74.606 acres; and

WHEREAS, on May 13, 2020, the Planning and Zoning Commission held a public hearing and recommended approval of the Final Subdivision Plat and Final Development Plan for The Ridge Johnstown, Filing No. 1, with conditions; and

WHEREAS, on August 3, 2020, the Town Council held a public hearing concerning approval of the Final Subdivision Plat and Final Development Plan for The Ridge Johnstown, Filing No. 1, and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that:

1. The Final Subdivision Plat and Final Development Plan for The Ridge Johnstown, Filing No. 1, satisfy the data requirements, design standards and required improvements contained in the Johnstown Municipal Code, including the regulations contained in Chapters 16 and 17; and
2. The Final Subdivision Plat for The Ridge Johnstown, Filing No. 1, conforms substantially with the approved Preliminary Plat; and

WHEREAS, based on the foregoing, Town Council desires to approve the Final Subdivision Plat and Final Development Plan for The Ridge Johnstown, Filing No. 1, with conditions.

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

Section 1. Final Subdivision Plat Approval: The Final Subdivision Plat for The Ridge Johnstown, Filing No. 1, located in the North Half of Section 26, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 74.606 acres, attached hereto as Exhibit A, is hereby approved, subject to the conditions set forth in Section 3.

Section 2. Final Development Plan Approval: The Final Development Plan for The Ridge Johnstown, Filing No. 1, attached hereto as Exhibit B, is hereby approved, subject to the conditions set forth in Section 3.

Section 3. Conditions of Approval: The Final Subdivision Plat and Final Development Plan for The Ridge Johnstown, Filing No. 1, are approved subject to the following conditions:

1. Any unresolved comments from Town Staff, the Town Engineer and the Front Range Fire Rescue Fire Protection District shall be addressed prior to construction of any improvements;
2. The Town and the Owner shall execute a Subdivision Development and Improvement Agreement prior to recordation of the Final Subdivision Plat;
3. Within ten (10) days of the date of this Resolution, the Owner shall dedicate eighteen (18) shares of the Consolidated Home Supply Ditch and Reservoir Company, represented by Certificate Number 6975, to the Town, and pay all associated fees therewith;
4. Prior to the issuance of any building permits for The Ridge at Johnstown, Filing No. 1, the Town and the Owner shall execute a Water and Sewer Service Agreement for The Ridge Johnstown, Filing No. 1;
5. Prior to the issuance of any building permits for The Ridge at Johnstown, Filing No. 1, the Owner shall work with Town Staff to develop landscape guidelines within The Ridge at Johnstown, that reduce water usage within the development, which landscape guidelines shall be integrated into an amendment to the approved performance standards;
6. Prior to constructing improvements, the Owner shall seek approval of the configuration and construction drawings for Larimer County Road 3E in accordance with Town Staff, Town Engineer, and Larimer County Engineering comments; and
7. The Owner shall pay the use tax provided in Article V of Chapter 4 of the Johnstown Municipal Code prior to the commencement of construction.
8. The Developer pay the stormwater system development fee to the Town pursuant to Section 13-136(1) of the Johnstown Municipal Code prior to recordation of the Final Plat.

Section 4. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Final Subdivision Plat for The Ridge Johnstown, Filing No. 1, and record the Final Subdivision Plat as provided herein at the Office of the Larimer County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of _____, 2020.

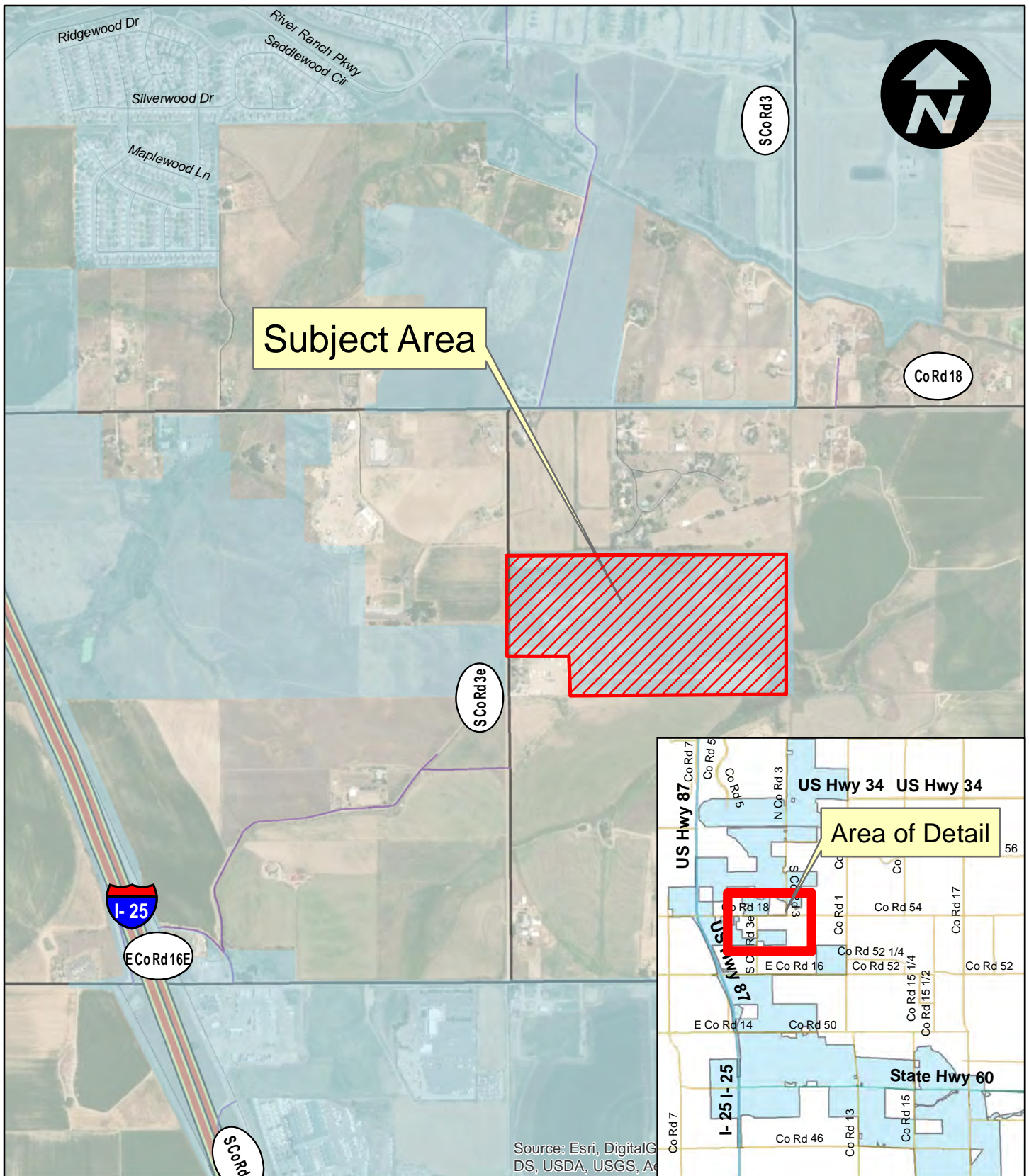
ATTEST:

TOWN OF JOHNSTOWN, COLORADO

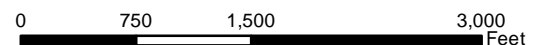
By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

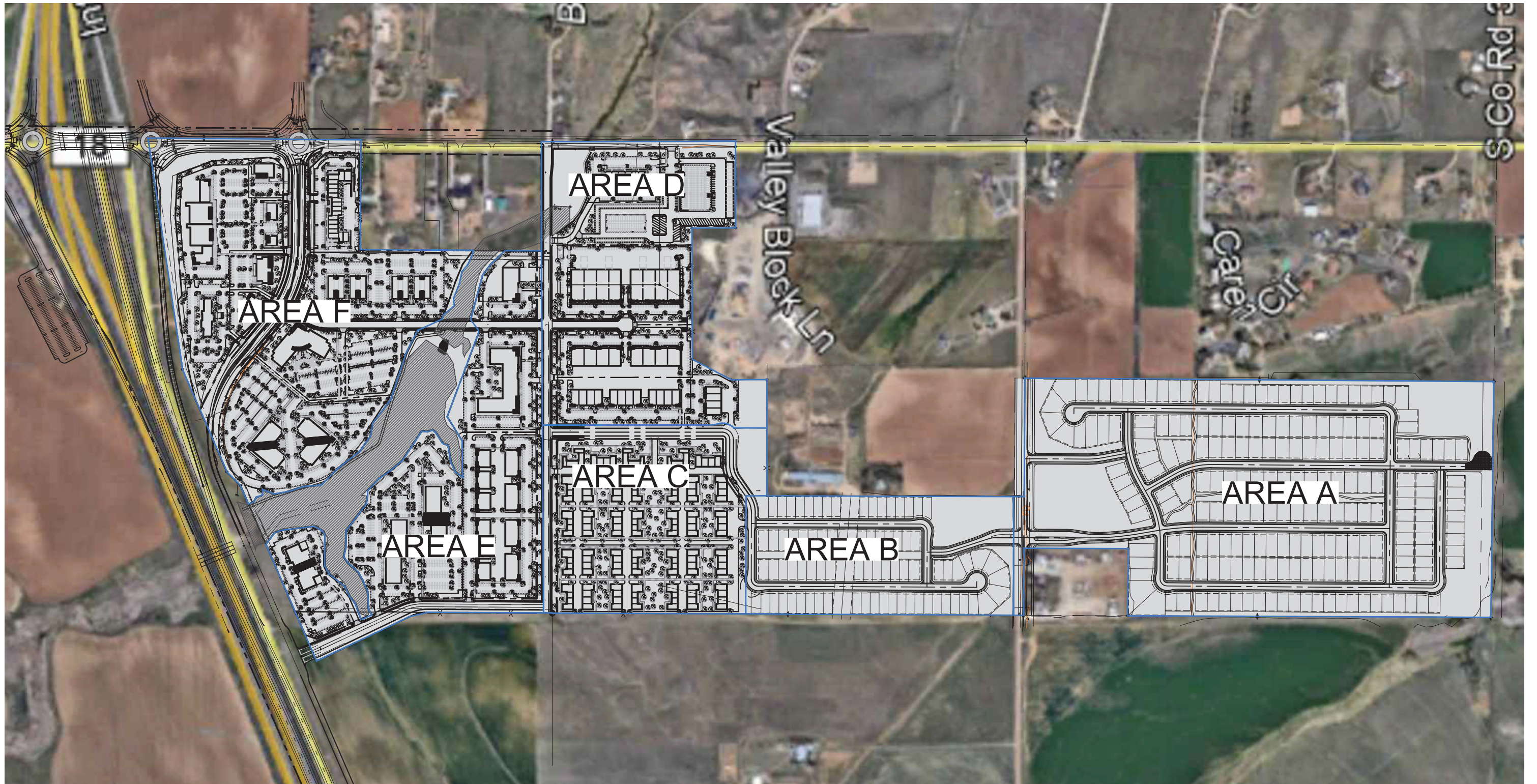
ATTACHMENT 1
VICINITY MAP



SUB19-001 **Ridge at Johnstown Filing 1** **Approx. 2000 County Road 3e**



ATTACHMENT 2
MASTER PLAN EXHIBIT



AREA A = EAST VILLAGE SINGLE FAMILY
 AREA B = CENTER VILLAGE SINGLE FAMILY
 AREA C = CENTER VILLAGE MULTI-FAMILY
 AREA D = INDUSTRIAL VILLAGE
 AREA E = WEST VILLAGE A
 AREA F = WEST VILLAGE B

ATTACHMENT 3
PROPOSED FINAL SUBDIVISION AND FINAL DEVLEOPMENT PLAN

THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 1
PART OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 26,
T. 5 N., R. 68 W. OF THE 6TH P.M.,
JOHNSTOWN, LARIMER COUNTY, COLORADO

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT J-25 LAND HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS;

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 26, MONUMENTED WITH A 2 ½" ALUMINUM CAP IN RANGE BOX, STAMPED LS 38304.

THENCE N89°44'37"W, A DISTANCE OF 2027.41 FEET ON THE SOUTH LINE OF NORTHEAST QUARTER OF SAID SECTION 26 TO THE SOUTHEAST CORNER OF THAT PARCEL RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20120077445, MONUMENTED WITH A NUMBER 4 REBAR WITH AN ILLEGIBLE YELLOW PLASTIC CAP;

THENCE N00°19'10"E, A DISTANCE OF 374.51 FEET ON THE EAST LINE OF SAID PARCEL TO THE NORTHEAST CORNER THEREOF, MONUMENTED WITH A NUMBER 4 REBAR WITH AN ILLEGIBLE YELLOW PLASTIC CAP;

THENCE N89°46'36"W, A DISTANCE OF 636.75 FEET ON THE EXTENDED NORTH LINE OF SAID PARCEL TO THE WEST RIGHT OF WAY LINE OF LARIMER COUNTY ROAD 3E, MONUMENTED WITH A NUMBER 5 REBAR WITH A 1 ¼" PURPLE PLASTIC CAP STAMPED PLS 37067;

THENCE N00°18'18"E, A DISTANCE OF 288.21 FEET ON SAID WEST RIGHT OF WAY LINE TO THE SOUTH LINE OF THAT PARCEL RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20170065074, MONUMENTED WITH A NUMBER 5 REBAR WITH A 1 ¼" PURPLE PLASTIC CAP STAMPED PLS 37067;

THENCE S89°49'38"E, A DISTANCE OF 55.00 FEET ON THE EXTENDED SOUTH LINE OF SAID PARCEL TO THE CENTERLINE OF LARIMER COUNTY ROAD 3E, WITNESSED BY A 1" IRON ROD WITH AN ILLEGIBLE YELLOW PLASTIC CAP SET ON LINE AND 30.00' FEET WEST OF THE CORNER;

THENCE N00°18'18"E, A DISTANCE OF 662.48 FEET ON SAID CENTERLINE TO CENTER-NORTH 1/16TH CORNER, MONUMENTED WITH A NUMBER 6 REBAR WITH 2 ½" ALUMINUM CAP STAMPED LS 16404;

THENCE S89°32'59"E, A DISTANCE OF 2618.90 FEET ON THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER TO THE NORTH 1/16TH CORNER COMMON TO SECTIONS 26 AND 25, MONUMENTED WITH A 3 ¼" ALUMINUM CAP STAMPED PLS 37067;

THENCE S00°44'00"W, A DISTANCE OF 1316.10 FEET ON THE EAST LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER TO THE POINT OF BEGINNING.

PARCEL CONTAINS 3,249,833 SQUARE FEET OR 74.606 ACRES.

AND DO HEREBY SUBDIVIDE THE SAME INTO LOTS, BLOCKS, OUTLOTS, RIGHT OF WAY AND EASEMENTS UNDER THE NAME OF **THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 1** AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHT OF WAY AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

J-25 LAND HOLDINGS, LLC

BY _____

STATE OF COLORADO)
)SS.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____
2019 BY _____ AS _____ OF J-25 LAND HOLDINGS, LLC.

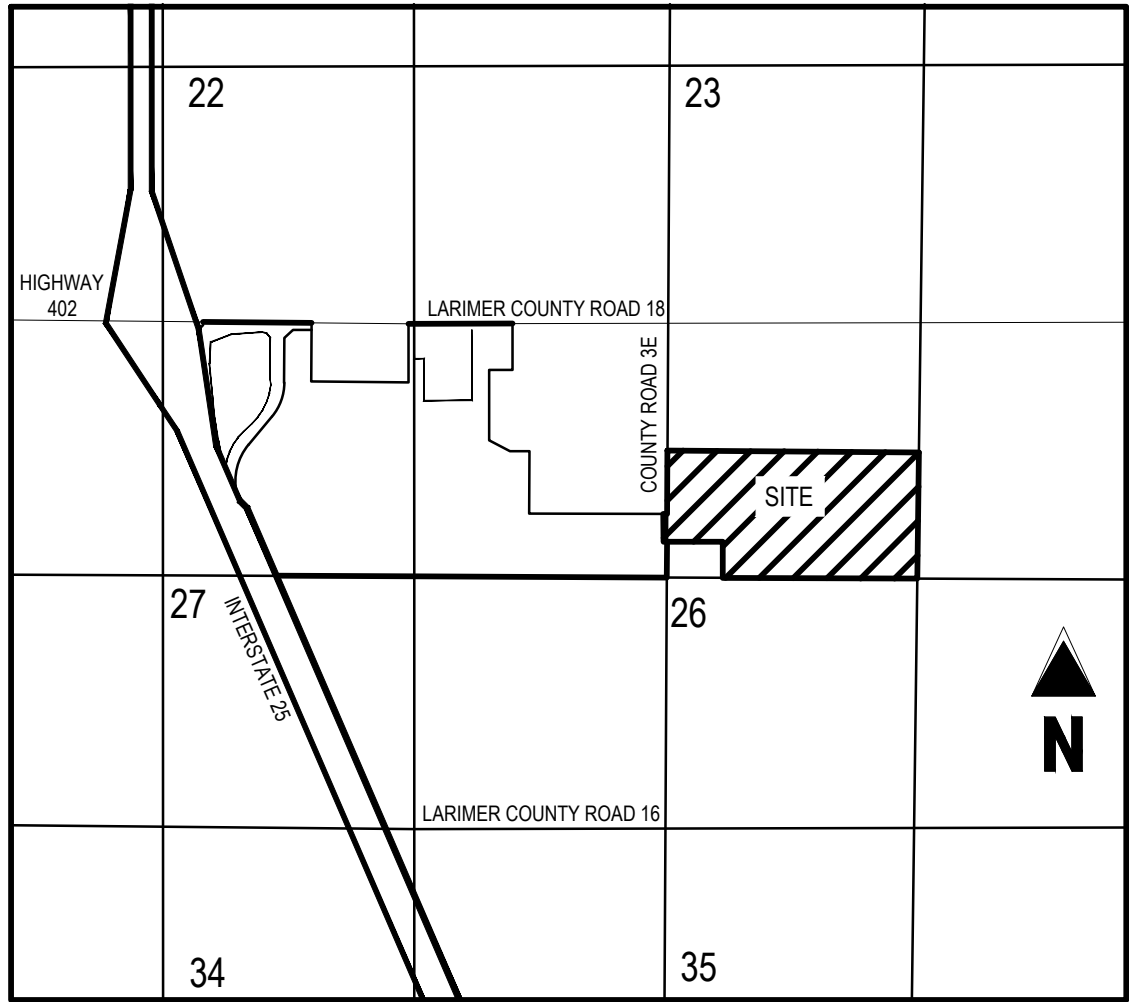
WITNESS HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

PLAT NOTES

- GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
- STORM SYSTEM MAINTENANCE: THE TOWN OF JOHNSTOWN REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVIDERS AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
- STREET SIGNAGE: THE OWNER/DEVELOPER IS RESPONSIBLE FOR INSTALLATION OF ALL ROADWAY SIGNAGE, INCLUDING "NO PARKING/FIRE LANE" SIGNAGE, AS REQUIRED BY THE TOWN PUBLIC WORKS/STREETS DEPARTMENT AND/OR APPLICABLE FIRE DISTRICT. THE OWNER SHALL MAINTAIN SAID SIGNAGE.



VICINITY MAP
NOT TO SCALE

OWNER AND DEVELOPER

J-25 LAND HOLDINGS, LLC
C/O CALBER
16074 N. 78TH STREET, SUITE B104
SCOTTSDALE, AZ 85260

SITE ENGINEER

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

SURVEYOR

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

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS **THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 1**, 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 _____, 2019.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

GENERAL NOTES

- BASIS OF BEARING: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983. THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 26 BEARS N 89°44'37" W AND DISTANCE OF 2609.06', MONUMENTED AS SHOWN WITH ALL OTHER BEARINGS RELATIVE THERETO.
- UTILITY NOTE: THE LOCATION OF UTILITIES SHOWN HEREON WAS ESTABLISHED FROM SURFACE EVIDENCE, EXISTING UTILITY MARKERS AND UTILITY LOCATES FROM A UTILITY CONTRACTOR. THE EXACT LOCATION OF BURIED UTILITIES IS UNCERTAIN. PRIOR TO ANY EXCAVATION THE CONTRACTOR SHOULD CONTACT THE UTILITY NOTIFICATION CENTER. THE SURVEYOR MAKES NO GUARANTEE EITHER EXPRESSED OR IMPLIED THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION DEPICTED ALTHOUGH THE UTILITIES ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE AT THE TIME OF THE SURVEY. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- UNDERGROUND UTILITY MARKINGS PLOTTED HEREON WERE BASED OFF EXISTING PAINT MARKINGS FOUND AT THE TIME OF SURVEY. NO UTILITY LOCATES WERE PERFORMED BY OR REQUESTED BY GALLOWAY.
- THIS MAP OR PLATT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE SURVEYOR'S STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-STATEMENT BY THE SURVEYOR.
- PER THE FEMA FLOOD INSURANCE RATE MAPS (FIRM), MAP NO. 08069C1213F AND 08069C1405F, HAVING AN MAP REVISED DATE OF DECEMBER 19, 2006, INDICATES THE SUBJECT PROPERTY TO BE DESIGNATED AS ZONE X (OUTSIDE 0.2% CHANCE OF FLOOD). THIS SURVEY MAKES THIS STATEMENT BY GRAPHIC PLOTTING ONLY. THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.
- ALL LINEAL MEASUREMENTS SHOWN ARE GROUND DISTANCES AND U.S. SURVEY FEET.
- EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED ON THIS SURVEY WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESTRICTIONS, EXCLUSIONS, CONDITIONS, OBLIGATIONS, TERMS OR AS THE RIGHT TO GRANT THE SAME.
- CAUTION: THE SURVEYOR PREPARING THIS MAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THIS MAP. ALL CHANGES TO THIS EXHIBIT MUST BE APPROVED IN WRITING BY THE SURVEYOR IN CHARGE.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCE MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A).
- EASEMENTS: 13' WIDE PUBLIC EASEMENTS ARE DEDICATED ALONG THE PUBLIC RIGHT OF WAY, 5' WIDE PUBLIC UTILITY EASEMENTS ARE DEDICATED ALONG THE REAR LOT LINES AS SHOWN.

SURVEYOR'S CERTIFICATION:

I, FRANK A. KOHL, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF **THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 1** 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 _____, 2019.

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

Galloway

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

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THE RIDGE AT JOHNSTOWN
SUBDIVISION FILING NO. 1

PART OF THE SOUTH HALF OF THE NORTH HALF OF
SECTION 26, TOWNSHIP 5 NORTH,
RANGE 68 WEST OF THE 6TH P.M.,
JOHNSTOWN, LARIMER COUNTY, COLORADO

#	Date	Issue / Description	Init.
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Project No:	JLH00001.10
Drawn By:	AN
Checked By:	FAK
Date:	09/27/19

THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 1

PART OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 26,

T. 5 N., R. 68 W. OF THE 6TH P.M.,

JOHNSTOWN, LARIMER COUNTY, COLORADO

Galloway

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

CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	89°59'49"	31.41	20.00	N44°41'36"W	28.28
C2	10°59'02"	89.62	467.50	S84°48'58"W	89.49
C3	85°29'09"	14.92	10.00	S36°34'53"W	13.57
C4	6°36'43"	61.16	530.00	S25°12'21"E	61.13
C5	90°00'00"	15.71	10.00	S44°32'59"E	14.14
C6	68°53'59"	45.70	38.00	N56°00'01"E	42.99
C7	248°33'59"	269.34	62.00	S33°59'59"E	102.25
C8	14°05'15"	46.22	188.00	S83°24'23"W	46.11
C9	118°10'31"	160.88	78.00	N44°32'59"W	133.84
C10	14°05'15"	46.22	188.00	N72°39'39"E	46.11
C11	90°00'00"	15.71	10.00	N44°32'59"W	14.14
C12	89°43'01"	31.32	20.00	S45°35'30"W	28.21
C13	90°00'00"	15.71	10.00	S45°27'01"W	14.14
C14	90°00'00"	15.71	10.00	N44°32'59"W	14.14
C15	90°00'00"	15.71	10.00	N45°27'01"E	14.14
C16	30°00'00"	225.15	430.00	N75°27'01"E	222.58
C17	90°00'00"	15.71	10.00	S74°32'59"E	14.14
C18	30°00'00"	246.09	470.00	S74°32'59"E	243.29
C19	90°00'01"	31.42	20.00	S45°18'24"W	28.29
C20	10°59'02"	102.08	532.50	S84°48'58"W	101.93

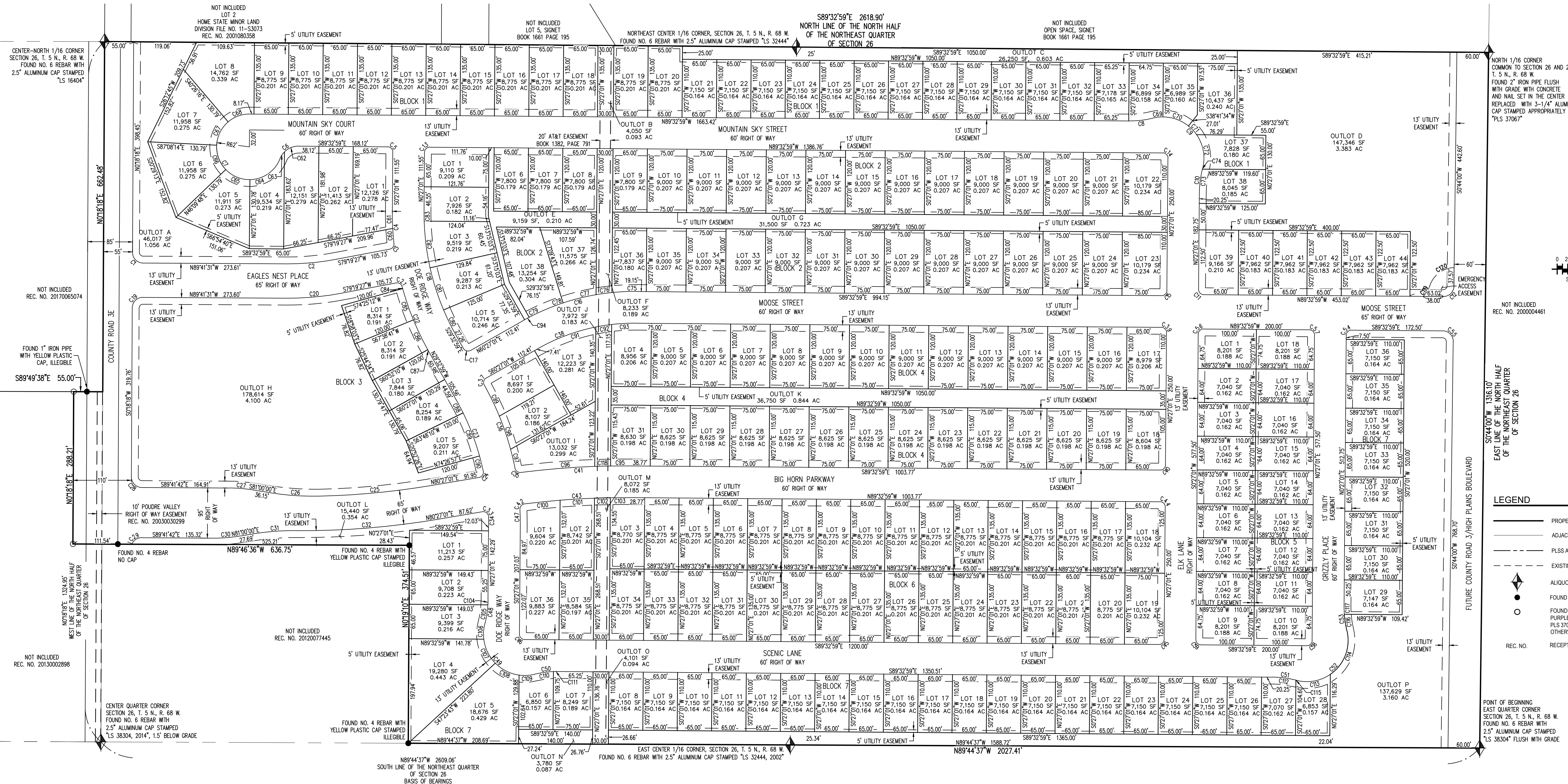
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C21	85°29'09"	14.92	10.00	N57°55'58"W	13.57
C22	14°21'36"	132.83	530.00	N22°22'11"W	132.49
C23	17°36'51"	144.49	470.00	N20°44'33"W	143.92
C24	92°23'09"	16.12	10.00	N34°15'27"E	14.43
C25	8°19'58"	213.42	1467.50	N84°37'00"E	213.24
C26	10°37'01"	89.16	500.00	S86°06'31"E	89.04
C27	8°41'42"	45.53	300.00	S85°20'51"E	45.48
C28	90°00'00"	31.42	20.00	S44°41'42"E	28.28
C29	67°22'59"	23.52	20.00	N56°36'49"E	22.19
C30	9°18'18"	48.72	300.00	N85°39'09"E	48.67
C31	9°24'53"	82.16	500.00	N85°42'26"E	82.07
C32	9°57'52"	266.52	1532.50	N85°25'57"E	266.18
C33	98°13'50"	17.14	10.00	S50°26'04"E	15.12
C34	2°05'03"	14.52	399.00	S02°06'04"E	14.52
C35	86°05'53"	15.03	10.00	S54°41'17"E	13.65
C36	18°10'50"	168.18	530.00	S20°16'46"E	167.47
C37	89°49'12"	15.68	10.00	S15°32'25"W	14.12
C38	30°00'00"	193.73	370.00	S75°27'01"W	191.53
C39	90°00'00"	15.71	10.00	N44°32'59"W	14.14
C40	90°00'00"	15.71	10.00	N45°27'01"E	14.14

CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C41	7°44'15"	206.62	1530.00	N86°34'54"E	206.46
C42	85°23'12"	14.90	10.00	S40°00'02"W	13.56
C43	7°45'23"	199.00	1470.00	S86°34'19"W	198.85
C44	90°00'00"	15.71	10.00	N44°32'59"W	14.14
C45	90°00'00"	15.71	10.00	N45°27'01"E	14.14
C46	90°00'00"	15.71	10.00	S44°32'59"E	14.14
C47	3°08'35"	29.07	530.00	S10°17'17"E	29.07
C48	14°05'15"	46.22	188.00	S72°39'39"W	46.11
C49	118°10'31"	160.88	78.00	S44°32'59"E	133.84
C50	14°05'15"	46.22	188.00	N83°24'23"E	46.11
C51	14°05'15"	46.22	188.00	S82°30'21"E	46.11
C52	118°10'31"	160.88	78.00	N45°27'01"E	133.84
C53	14°05'15"	46.22	188.00	N65°35'37"W	46.11
C54	90°00'00"	15.71	10.00	N45°27'01"E	14.14
C55	90°16'59"	31.51	20.00	S44°24'30"E	28.35
C56	90°00'00"	15.71	10.00	S45°27'01"W	14.14
C57	90°00'00"	15.71	10.00	N44°32'59"W	14.14
C58	90°00'00"	15.71	10.00	N45°27'01"E	14.14
C59	90°00'00"	15.71	10.00	S44°32'59"E	14.14
C60	3°04'06"	28.44	530.00	S4°37'28"E	28.44

CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C61	3°32'14"	32.72	530.00	S19°06'06"E	32.72
C62	45°01'46"	29.86	38.00	N67°56'08"E	29.10
C63	2°35'21"	15.83	38.00	N33°29'08"E	15.72
C64	6°35'44"	73.15	62.00	N55°20'54"E	68.98
C65	47°01'03"	50.88	62.00	S67°20'43"E	49.46
C66	46°41'58"	50.53	62.00	S20°29'13"E	49.15
C67	46°41'58"	50.53	62.00	S26°12'45"W	49.15
C68	40°53'17"	44.25	62.00	S70°00'22"W	43.31
C69	14°05'15"	19.18	78.00	S83°24'23"W	19.13
C70	38°14'33"	52.06	78.00	N70°25'43"W	51.10
C71	16°31'23"	22.49	78.00	N43°02'45"W	22.42
C72	49°19'19"	67.14	78.00	N10°07'23"W	65.09
C73	13°46'09"	45.18	188.00	S72°05'24"E	45.07
C74	0°19'07"	1.05	188.00	N14°22'43"E	1.05
C75	6°07'17"	45.94	430.00	S87°23'23"W	45.92
C76	4°02'20"	30.31	430.00	S82°18'34"W	30.31
C77	8°34'30"	64.35	430.00	S76°00'09"W	64.29
C78	9°16'33"	69.62	430.00	S67°04'38"W	69.54
C79	9°16'33"	69.62	430.00	S67°04'38"W	69.54
C80	6°40'06"	54.70	470.00	N26°12'56"W	54.67

CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C81	10°13'01"	83.81	470.00	N17°46'22"W	83.70
C82	10°51'52"	89.12	470.00	N71°35'46"W	88.99
C83	2°15'01"	18.46	470.00	N04°02'34"E	18.46
C84	0°23'24"	3.61	530.00	S15°23'06"E	3.61
C85	6°46'31"	62.67	530.00	S18°58'03"E	62.64
C86	6°46'31"	62.67	530.00	S25°44'34"E	62.64
C87	0°25'09"	3.88	530.00	S29°20'24"E	3.88
C88	32°10'9"	27.50	470.00	S27°52'24"E	27.50
C89	10°38'47"	87.33	470.00	S20°52'26"E	87.21
C90	3°36'55"	29.66	470.00	S13°44'35"E	29.65
C91	18°10'12"	117.34	370.00	N69°32'07"E	116.85
C92	4°42'40"	30.42	370.00	N80°58'33"E	30.41
C93	7°07'07"	45.97	370.00	N88°53'27"E	45.94
C94	30°00'00"	225.15	430.00	S75°27'01"W	222.58
C95	12°12'25"	36.24	1530.00	S89°46'18"W	36.24
C96	5°15'23"	140.36	1530.00	S85°20'28"W	140.32
C97	3°58'22"	36.75	530.00	N13°10'32"W	36.74
C98	7°08'30"	66.22	530.00	N18°44'26"W	66.17
C99	7°02'58"	65.21	530.00	N25°50'42"W	65.17
C100	2°38'05"	67.59	1470.00	N84°00'40"E	67.59

CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C101	2°32'22"	65.15	1470.00	N86°35'53"E	65.15
C102	1°10'12"	30.02	1470.00	N88°27'10"E	30.02
C103	1°24'45"	36.24	1470.00	N89°44'39"E	36.24
C104	2°58'17"	9.75	188.00	S15°16'10"W	9.75
C105	1°10'58"	36.47	188.00	S85°58'47"W	36.42
C106	21°27'12"	29.21	78.00	S34°48'40"W	29.04
C107	37°38'03"	51.23	78.00	S25°43'58"E	50.32
C108	37°38'03"	51.23	78.00	S63°22'00"E	50.32
C109	21°27'12"	29.21	78.00	N87°05'22"E	29.04
C110	1°10'58"	36.47	188.00	N81°55'15"E	36.42
C111	2°58'17"	9.75	188.00	N88°57'52"E	9.75
C112	1°34'09"	45.18	188.00	S82°39'55"E	45.07
C113	49°19'19"	67.14	78.00	N79°52'37"E	65.09
C114	68°51'11"	93.73	78.00	N20°47'21"E	88.19
C115	0°19'07"	1.05	188.00	S75°37'17"E	1.05
C116	9°35'20"	31.46	188.00	S85°50'34"E	31.43
C117	42°59'55"	14.76	188.00	S14°56'56"E	14.76
C118	10°17'27"	30.02	1530.00	N88°31'52"E	30.02
C119	27°28'44"	23.98	50.00	N31°56'45"E	23.75
C120	70°06'59"	61.19	50.00	N53°15'53"E	57.44



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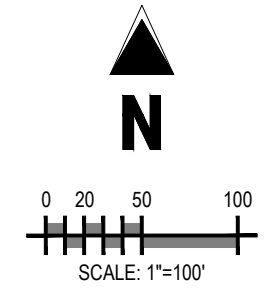
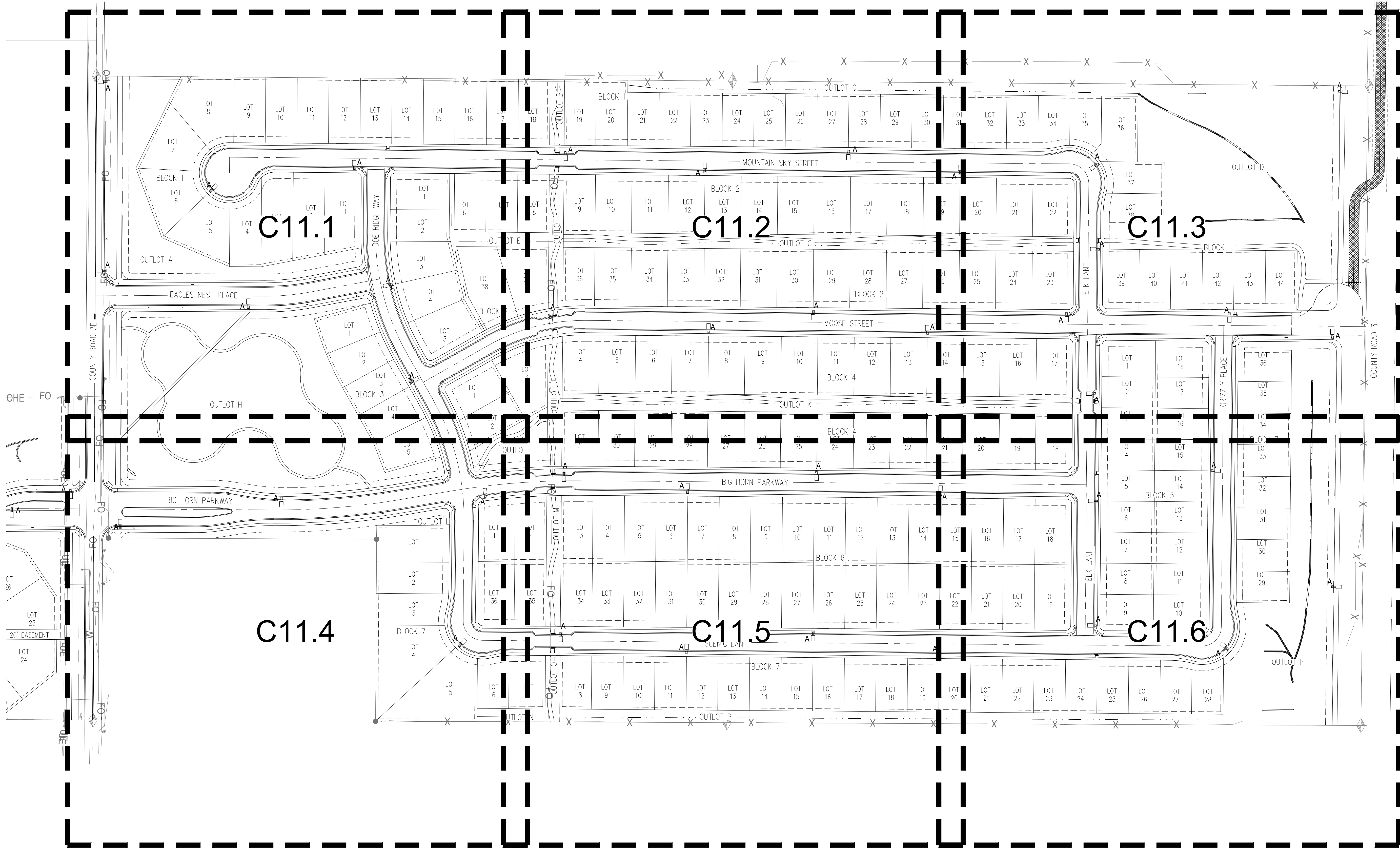
**THE RIDGE AT JOHNSTOWN
SUBDIVISION FILING NO. 1**

PART OF THE SOUTH HALF OF THE NORTH HALF OF
SECTION 26, TOWNSHIP 5 NORTH,
RANGE 68 WEST OF THE 6TH P.M.,
JOHNSTOWN, LARIMER COUNTY, COLORADO

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Project No: JLH000001.10
Drawn By: AN
Checked By: FAK
Date: 09/27/19

\\C:\Users\J. Johnson\Documents\J-25\J-25 Land Holdings\J-25 Land Holdings.dwg, J. Johnson, 03/13/2020



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COLORADO
811
Know what's below.
Call before you dig.
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU
DIG, GRADE, OR EXCAVATE FOR THE MARKING OF
UNDERGROUND MEMBER UTILITIES.



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THE RIDGE AT JOHNSTOWN FILING1
(EAST VILLAGE)
J-25 LAND HOLDINGS

JOHNSTOWN, CO

#	Date	Issue / Description	Init.
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Project No: JH000001
Drawn By: JTH
Checked By: RMIR
Date: 03.13.2020

LIGHTING KEY PLAN

C11.0



PUC12

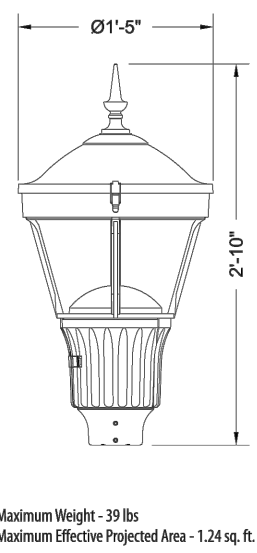
Utility Postop Series Luminaire Full Cutoff LED2



Catalog Number	Type
Notes	

- Mechanical**
- Heavy grade A360 cast aluminum (<1% copper)
 - Tool-less access with a spring-loaded latch
 - Hidden hinge door allowing the door to swing open and remain open
 - Optional internal or external NEMA twist lock photocell receptacle. Housing contains a tempered glass window to allow light to reach the cell for internal versions.
 - Mount to slip-fitter that will accept 3" high by 2-7/8" to 3-5/8" O.D. pole sizes
 - Decorative top cover contains stainless steel hinge which secures entry the LED optical chamber
 - Polycarbonate cover cap paint to ensure maximum durability
 - Finish meets 5,000-hour salt spray testing
 - HoloPhane and VAL Classic finishes
- Electrical**
- All surge protection meets ANSI/IEEE C62.41.2 10kV/10kA
 - Standard SPD meets 10kV/10kA per ANSI C136.2-2015
 - 20kV Option meets 20kV/10kA per ANSI C136.2-2015
 - Quick disconnect connectors for ease of installation and maintenance
 - Three pole terminal block is standard, with optional ground rods for ease of installation
 - LED drivers meet maximum total harmonic distortion (THD) of 20%, <4500 Power Factor and are 90% efficient
 - Minimum operating temperature is -40°C. Electronic driver has an estimated minimum life of 100,000 hours at 25°C
- Optical**
- IP65 rated optical compartment
 - LED circuit board located in the top cover
 - Asymmetric or Symmetric Full cutoff distributions
 - 2700K, 3000K, 4000K, and 5000K CCT
 - 7 PPM Standard
- Control Options**
- Field Adjustable Output (AO) module - On-board device that adjusts the light output and input voltage to meet the specific requirements. The AO module is present at the factory to position number 8 (see chart)
 - Wireless remote control for monitoring performance and/or maintenance of the system - 800MHz
 - Factory Programmed Driver (FPD) - Customize luminaire output prior to manufacturing and still enables control loads so other options can also be used
 - Long Life Photocell (PCL) - 20 Year Life
 - 3 and 7 pin photocell receptacles internally (P5, P7) or externally (P5E, P7E) mounted
 - Part-night dimming (PND) enables luminaire to monitor and adjust SPD lumens based on season and geographic location, 8-day rolling average
- Testing/Compliance**
- UL 1598 Wet Locations Safety Listing
 - Suitable for ambient temperatures -40°C to 40°C
 - Designlights Consortium (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check with the DLC Qualified Products List at www.designlights.org/DLP for updated list
- Manufacturing**
- Manufactured in Confortville, Indiana, ARRA compliant
 - 100% electrical testing on all luminaires before shipment
 - Test (10) years minimum experience in manufacturing LED-based products
- Warranty**
- 5-year limited warranty. Complete warranty terms located at: www.valmont.com/support/customer-support/terms-and-conditions
- Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C. Specifications subject to change without notice.

DIMENSIONAL DATA



Maximum Weight - 39 lbs
Maximum Effective Projected Area - 1.24 sq. ft.

HoloPhane | 3825 Columbus Rd., Granville, OH 43033 | Phone: 866-HOLOPHANE | www.holophane.com
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PUC12
Page 1 of 5

PUC12

Utility Postop Series Luminaire Full Cutoff LED2



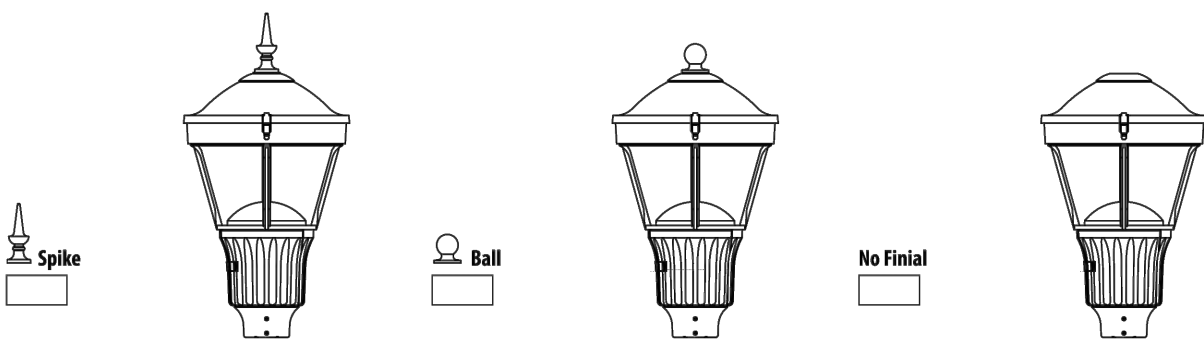
ORDERING INFORMATION						Example: PUC12 P20 30K AS GH L2 N P7E					
Series	LED Performance Package	LED Color	Wavelength	Mounting color	Options	Finish					
PUC12 Utility Postop LED FCO	P20 1,500 nominal lumens (amber only)	AM Yellow	2700 CCT	AS Auto-sensing voltage (120 thru 277) 200W/12	L2 Type 2 distribution full cutoff	N Nite					
	P30 4,500 nominal lumens	30K 3000 CCT	GH Graphite	AH Auto-sensing voltage (247 thru 480) 500W/12	L3 Type 3 distribution full cutoff	B Ball					
	P40 6,500 nominal lumens	40K 4000 CCT	GH Green		L4 Type 4 distribution full cutoff	S Spike					
	P50 8,500 nominal lumens	50K 5000 CCT	PP Prime paint		L5 Type 5 distribution full cutoff						
			WH White								
			RZ Bronze								
			TRK RAL Color color (RAL**)								
			CKM Custom color match								

Options: Option Compatibility Matrix on page 3 of 4					
AO Field Adjustable Output	P1E NEMA Twist Lock Dimming Photocell Receptacle - 3 PPM Externally mounted	L1H 1.5 ft prewired leads			
DE ROM Hardware Decolored and DOM Factory Installed	P7E NEMA Twist Lock Dimming Photocell Receptacle - 7 PPM Externally mounted	L03 3ft prewired leads			
FPD Factory Programmed Driver	RME ROM Main Decolored	L10 10 ft prewired leads			
P3 NEMA Twist Lock photocell receptacle - 3 PPM receptacle only	RME3 347V ROM NODE (External)	L20 20 ft prewired leads			
P7 NEMA Twist Lock Dimming photocell receptacle - 7 PPM receptacle only	RME4 480V ROM NODE (External)	L25 25 ft prewired leads			
P5C DTL twistlock photocell for solid state lighting 120-277V	P5C Starting cap	L30 30 ft prewired leads			
PCL DTL long life twistlock photocell for solid state AS	R55 House side shield	NL01 NEMA Label 1" x 1"			
P34 DTL long life twistlock photocell for solid state 347V		NL2X NEMA Label 2" x 2"			
P40 DTL long life twistlock photocell for solid state 480V		20W 20kV/10kA surge protection			
PND Part night dimming - down to 50%					

Accessories: Order by options along number
XCL20051 Field Accessory - Lowered house side shield (Qty 1)
XCL20052 Field Accessory - Lowered house side shield (Bulk Qty 50)
XCL220P10KAS 10kV/10kA Extreme surge 120-277V
XCL220P10KAS 10kV/10kA Extreme surge 480V
XCL220P20KAS 20kV/10kA Extreme surge 120-277V
XCL220P20KAS 20kV/10kA Extreme surge 480V

FINIAL INFORMATION

Mark Appropriate Box for Finial Options

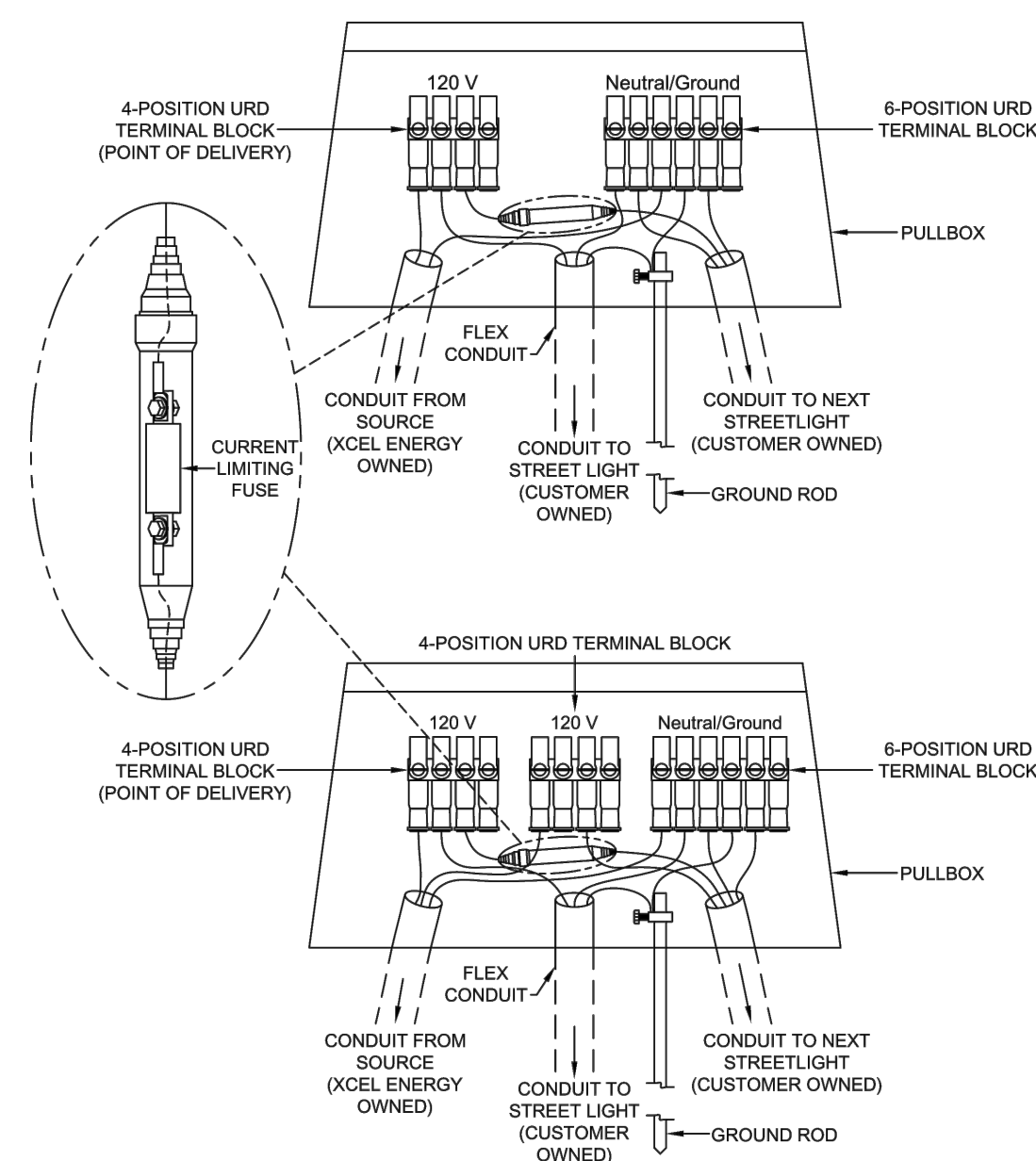


HoloPhane | 3825 Columbus Rd., Granville, OH 43033 | Phone: 866-HOLOPHANE | www.holophane.com
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PUC12
Page 2 of 5

ESL RATE - PSCo

POINT OF DELIVERY SUBSURFACE PULLBOX OPTION DETAILS



- Notes:**
- Pullbox cover shall be labeled with the name of the customer and the ESL marking indicating that the circuit is served under the ESL rate. The label shall be engraved in the cover by the manufacturer.
 - Pullbox shall be located where Xcel Energy crews can easily and safely access it.
 - Customer circuit shall be appropriately fused to coordinate with Xcel Energy upstream over current protection device(s). The fuse shall be owned and maintained by the customer.

Xcel Energy	Issued	Replaces	Drawn by	Approved	File	OUTDOOR LIGHTING MANUAL
	Mar-16	New	JD	GWB	ODL_CONST-L-10	ODL CONST-L-10

3 TYPE "A" RESIDENTIAL PVREA FIXTURE



Shakespeare

ROUND TAPERED COMPOSITE LIGHT POLE DIRECT BURIAL INSTALLATION

SHAKESPEARE O-SERIES DIRECT BURIAL POLES

OVERALL LENGTH	MOUNTING HEIGHT	BURIAL DEPTH	TIP DIAMETER	GROUNDLINE DIAMETER	WEIGHT
13	10	3	4.1	5.4	26
14	11	3	4.1	5.6	29
15	12	3	4.1	5.7	31
16	13	3	4.1	5.8	34
18	14	4	4.1	5.9	37
19	15	4	4.1	6.1	38
20	16	4	4.1	6.2	42
21	17	4	4.1	6.3	45
22	18	4	4.1	6.5	49
23	19	4	4.1	6.6	51
24	20	4	4.1	6.7	52

- Mounting heights to 20 feet
- Smooth, semi-smooth or natural finish
- 3 standard and 5 special architectural colors available
- High performance UV and weather-resistant pigmented resin system with an additional pigmented polyurethane coating.
- Tenon top or Drilled and Capped
- Standard 2-1/2" x 5" handhole located 18" above grade
- Standard 2 EA - 2-1/2" x 6" wire access hole 24" below grade
- Anti-rotation flare structurally integrated into the pole base during manufacture
- Poles are individually identified with a permanent embossed tag located 2" from tip.
- Sleeved individually for shipment
- Lightweight, easy to install, saves money

ORDERING INFORMATION

B	O	24	01	S	1	(*)
B = DIRECT BURIAL	SERIES	OVERALL LENGTH		FINISH		DIGITS MAY BE ADDED FOR INTERNAL USE
				B = SMOOTH U = SEMI-SMOOTH N = NATURAL		
				STANDARD COLORS	PREMIUM COLORS	
				1 = BLACK 2 = GRAY 3 = LIGHT GREEN 4 = SILVER 5 = DARK BRONZE 6 = WHITE 7 = DARK GREEN 8 = CUSTOM		

SHAKESPEARE - VALMONT COMPOSITE STRUCTURES, INC. 19845 U.S. HIGHWAY 76 - NEWBERRY, SC 29108 USA
803.276.5554 - 800.800.8008 - FAX: 803.276.8940

O-SERIES



Shakespeare

ROUND TAPERED COMPOSITE LIGHT POLE - DIRECT BURIAL INSTALLATION

SPECIFICATIONS

- Lighting poles shall be fiberglass reinforced composite per Shakespeare design.
- Wind loading shall be calculated for the appropriate wind velocity with a 3 second gust factor per ASCE.
- Effective projected area (EPA) is the actual area adjusted with the appropriate drag coefficient (shape factor) to result in an equivalent area having a drag coefficient equal to one (1) using ANSI 136.20

MATERIALS

- The round tapered pole shall be constructed by the filament winding process from thermosetting polyester resin and contain a minimum of 65 percent "E" type fiberglass by weight. The filament windings shall be continuously applied with uniform tension and shall be placed on the pole helically at low angles to provide axial strength. Additional windings shall be placed on the pole in a circular manner to provide compressive strength.
- The resin to make the pole shall be ultraviolet resistant and pigmented approximately the same color as the final coating to be applied.
- A highly weather resistant, pigmented, polyurethane coating shall be applied to the pole. The coating shall have a minimum thickness of 1.5 mils.
- The poles shall be flame resistant per ASTM D635. Specimens must cease to burn before the gauge mark of 100mm (3.9 inches) is reached.
- (If applicable) The poles shall be delivered predrilled and capped (if applicable) to accommodate the lighting fixture(s) or mast arm(s) specified.
- (If applicable) Tenons shall be permanently bonded to the fiberglass shaft and shall be hot-dipped galvanized steel to ASTM A153 or shall be 6061-T6 or A306-T6 aluminum.
- The handhole opening shall be 2.5" x 5". The handhole cover is attached with a 1/4" socket head screw.

IDENTIFICATION & PACKAGING

Each pole shall bear an identification tag which list the model, catalog number, month and year of manufacture. Each pole shall be individually packaged for protection during shipping.

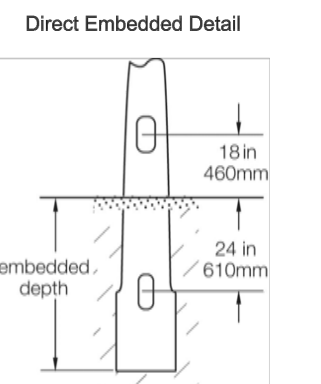
TESTING

The surface shall have been tested for a minimum of 5000 hours of accelerated testing in accordance with ASTM G154 (UVA-Lamp 340 nm wavelength 130° F; cycle lamp 4 hours on, 4 hours off) with the following performance results:
* Fiber exposure: None | Cracking: None | Chalking: None | Color: Slight dulling may occur

WIND LOADING DATA

Wind speed (mph) values calculated as per ANSI C136.20 for a 3-second gust factor.

OVERALL LENGTH	MOUNTING HEIGHT	LUMINAIRE MAX HEIGHT (ft)	90 MPH	100 MPH	110 MPH	120 MPH	130 MPH	140 MPH	150 MPH
13	10	11.8	9.2	7.5	6.2	5.2	4.4	3.8	
14	11	12.3	8.8	7.2	5.9	5.0	4.2	3.6	
15	12	13.0	8.0	6.5	5.3	4.4	3.7	3.2	
16	13	13.9	7.4	5.9	4.9	4.1	3.4	2.9	
18	14	15.0	6.7	5.5	4.5	3.7	3.1	2.6	
19	15	16.0	6.2	5.0	4.1	3.4	2.8	2.3	
20	16	16.9	5.7	4.5	3.7	3.0	2.4	2.0	
21	17	17.8	5.2	4.1	3.3	2.7	2.2	1.8	
22	18	18.7	4.7	3.7	3.0	2.4	2.0	1.6	
23	19	19.6	4.2	3.3	2.6	2.1	1.7	1.4	
24	20	20.5	3.7	2.9	2.3	1.8	1.5	1.2	

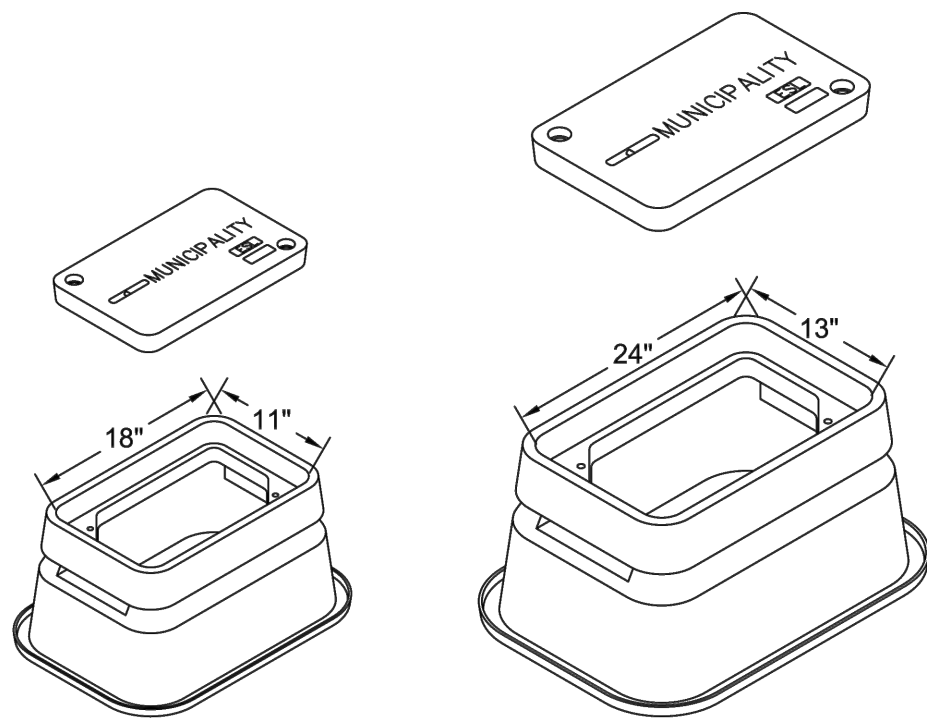


valmont
COMPOSITE STRUCTURES

SHAKESPEARE - VALMONT COMPOSITE STRUCTURES, INC. 19845 U.S. HIGHWAY 76 - NEWBERRY, SC 29108 USA
803.276.5554 - 800.800.8008 - FAX: 803.276.8940

ESL RATE - PSCo

POINT OF DELIVERY SUBSURFACE PULLBOX OPTION



- Notes:**
- Pullbox cover shall be incidental traffic rated per ANSI (TR8).
 - Pullbox cover shall be labeled with the name of the customer and the ESL marking indicating that the circuit is served under the ESL rate. The label shall be engraved in the cover by the manufacturer.
 - Pullbox shall be located where Xcel Energy crews can easily and safely access it.
 - Customer circuit shall be appropriately fused to coordinate with Xcel Energy upstream over current protection device(s).

Xcel Energy	Issued	Replaces	Drawn by	Approved	File	OUTDOOR LIGHTING MANUAL
	Mar-16	New	JD	GWB	ODL_CONST-L-10	ODL CONST-L-10

4 TYPE "A" RESIDENTIAL PVREA POLE

Galloway

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970.800.3300
gallowayus.com



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THE RIDGE AT JOHNSTOWN FILING1
(EAST VILLAGE)
J-25 LAND HOLDINGS

JOHNSTOWN, CO

#	Date	Issue / Description	Init.
1			
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Project No: JH000001
Drawn By: JTH
Checked By: RMR
Date: 03.13.2020

SITE LIGHTING DETAILS

TOWN OF JOHNSTOWN		
REVIEWED AND ACCEPTED:	Town Engineer, Town of Johnstown	Date
REVIEWED AND ACCEPTED:	Director, Planning and Development, Town of Johnstown	Date

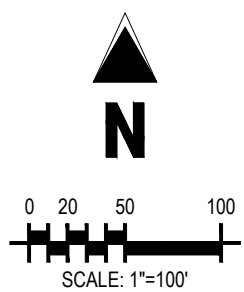
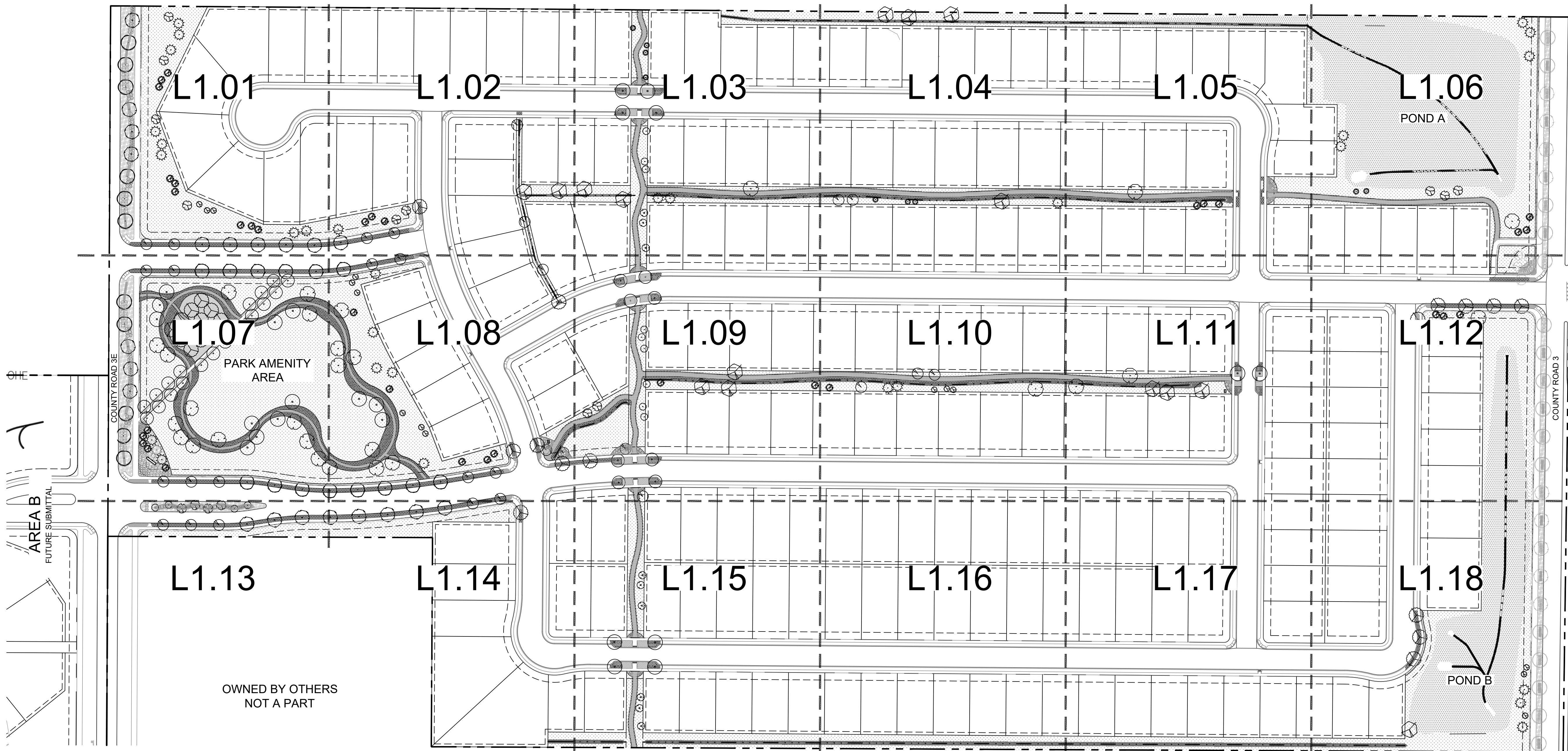
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THE RIDGE AT JOHNSTOWN FILING1
(EAST VILLAGE)
J-25 LAND HOLDINGS

JOHNSTOWN, CO



**COMMON AREA LANDSCAPE STANDARDS
FOR THE RIDGE**

- COMMON AREAS WITHIN THE RIDGE SHALL UTILIZE XERISCAPE PRINCIPLES TO THE GREATEST EXTENT POSSIBLE.
- TREE LAWN AREAS SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING STANDARDS
 - WHERE TREE LAWNS ARE ADJACENT TO LOTS ONE SHADE TREE SHALL BE PROVIDED FOR EACH LOT WITHIN THE TREE LAWN. TWO SHADE TREES SHALL BE PROVIDED FOR CORNER LOTS.
 - WHERE TREE LAWNS ARE NOT ADJACENT TO LOTS ONE SHADE TREE SHALL BE PROVIDED AT A MINIMUM EVERY 50 LINEAR FEET.
 - THE TREES SHALL BE LOCATED SO AS NOT TO INTERFERE WITH SIGHT DISTANCES AT DRIVEWAYS OR INTERSECTIONS.
 - AT INTERSECTIONS A MINIMUM OF 50 SQUARE FEET OF PERENNIALS SHALL BE PROVIDED IN THE TREE LAWN. ENSURE PERENNIALS SELECTED DO NOT INTERFERE WITH VEHICULAR VISIBILITY.
- 3/4" SMALL TAN ROCK WITH WEED BARRIER FABRIC SHALL BE PROVIDED IN ALL TREE LAWN AREAS.
- INTERNAL PEDESTRIAN PATHS SHALL EITHER BE CONCRETE OR A TRAIL BREEZE MATERIAL.
- PLANTING BEDS SHALL BE USED TO ACCENT PEDESTRIAN AND VEHICULAR GATEWAYS.
- INTERNAL TREES SHALL BE LOCATED TO MAXIMIZE SHADE AND WIND BREAK PRINCIPLES.

REQUIRED LANDSCAPE CALCULATIONS	AREA	FORMULA	REQUIRED	PROVIDED
OPEN SPACE REQUIREMENTS	471,230 SF	1 TREE & 5 SHRUBS / 4,500 SF (UP TO 30% REQ. SHRUBS MAY BE SUBSTITUTED FOR TREES AT 10:1)	105 TREES & 524 SHRUBS	122 TREES & 367 SHRUBS
ROW REQUIREMENTS				
INTERNAL ROW (EXCLUDES ROW ADJACENT TO HOMES*)	N/A	1 TREE / 50 LF	61 TREES	61 TREES
COUNTY ROAD 3	11,746 SF	1 TREE & 5 SHRUBS / 1,000 SF	12 TREES & 59 SHRUBS (MINIMUM TREE SPACING 1/50 LF)	25 TREES & 60 SHRUBS (EXCESS TREES TO MEET SPACING REQUIREMENT)
COUNTY ROAD 3E	19,477 SF	1 TREE & 5 SHRUBS / 1,000 SF	19 TREES & 195 SHRUBS (MINIMUM TREE SPACING 1/50 LF)	18 TREES & 205 SHRUBS
PARK REQUIREMENTS	178,365 SF	1 TREE OR SHRUB / 500 SF AND 1 TREE / 2,000 SF	357 TREES OR SHRUBS AND 89 TREES	357 SHRUBS AND 89 TREES

*NOTE: ROW ADJACENT TO HOMES WILL BE DESIGNED WITH LOTS.

IRRIGATED AREAS

ROW SPRAY: 0 SF
ROW DRIP: 10,320 SF

INTERNAL SPRAY: 0 SF
INTERNAL DRIP: 24,547 SF

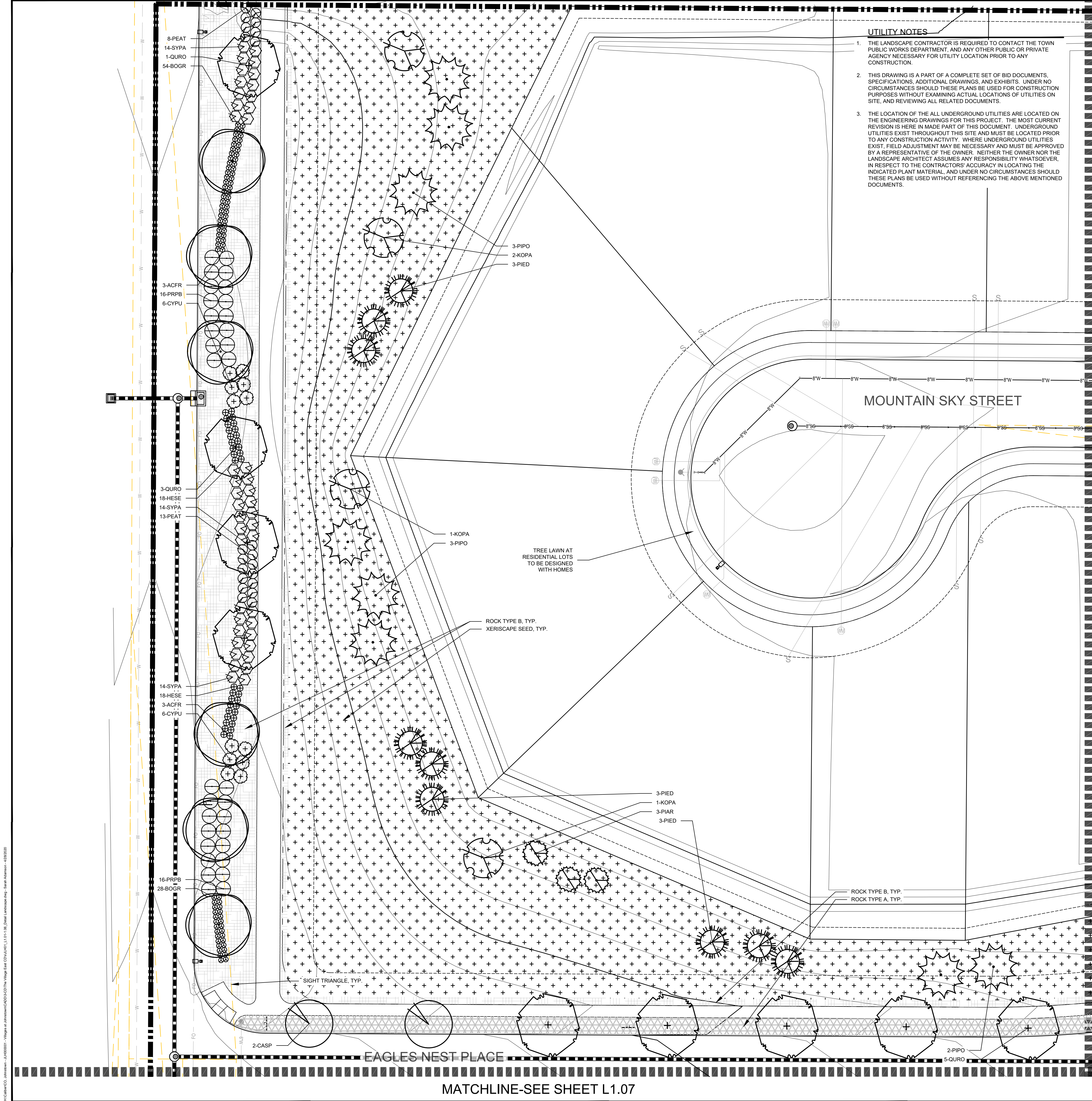
TEMPORARY IRRIGATION (SPRAY) UNTIL ESTABLISHMENT: 534,975 SF

#	Date	Issue / Description	Init.
1	12/13/19	Landscape Set Updates	SRA
2	04/28/20	Landscape Resubmittal	SRA
3			
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Project No: JH000001
Drawn By: SRA
Checked By: TTN
Date: 03.13.2020

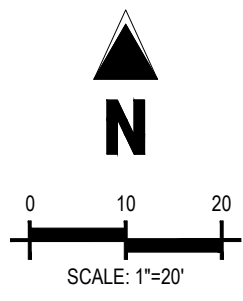
OVERALL LANDSCAPE PLAN

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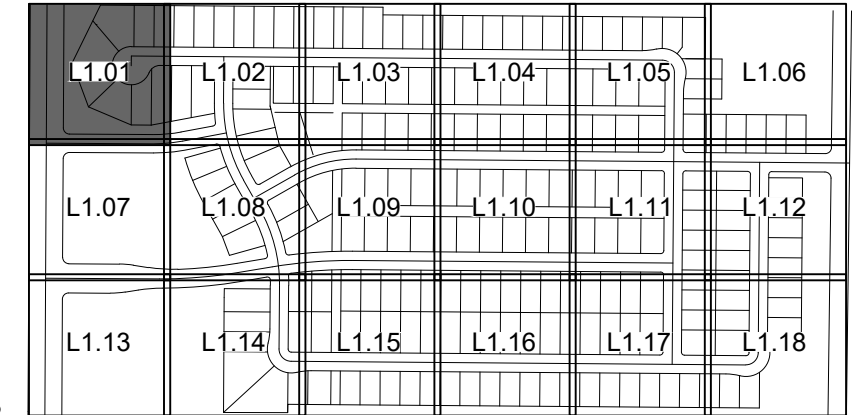


UTILITY NOTES

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KEYMAP



PLANTING LEGEND

LEGEND
ABBREV. BOTANIC NAME COMMON NAME

DECIDUOUS TREES

ACFR	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE
CASP	CATALPA SPECIOSA	WESTERN CATALPA
CEOC	CELTIS OCCIDENTALIS	COMMON HACKBERRY
GLTR	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST
GYDI	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE
PLAC	PLATANUS X ACERIFOLIA 'MORTON CIRCLE'	EXCLAMATION LONDON PLANETREE
QUAL	QUERCUS ALBA	WHITE OAK
QUMA	QUERCUS MACROCARPA	BUR OAK
QURO	QUERCUS ROBUR	ENGLISH OAK

EVERGREEN TREES

PIAR	PINUS ARISTATA	BRISTLECONE PINE
PIED	PINUS EDULIS	PINYON PINE
PIPO	PINUS PONDEROSA	PONDEROSA PINE

ORNAMENTAL TREES

ACTA	ACER TATARICUM 'HOT WINGS'	HOT WINGS MAPLE
CRCR	CRATAEGUS CRUS-GALLI 'INERMIS'	THORNLESS COCKSPUR HAWTHORN
KOPA	KOELREUTERIA PANICULATA	GOLDENRAIN TREE
QUGA	QUERCUS GAMBELII	GAMBEL OAK

DECIDUOUS SHRUBS

AMCA	AMORPHA CANESCENS	LEADPLANT
CACL	CARYOPTERIS X CLANDONENSIS	BLUE MIST SPIREA
PEAT	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE
POFR	POTENTILLA FRUTICOSA 'TANGERINE'	TANGERINE POTENTILLA
PRBE	PRUNUS BESSEYI	WESTERN SAND CHERRY
PRPB	PRUNUS BESSEYI 'PAWNEE BUTTES'	PAWNEE BUTTES SAND CHERRY
RHAR	RHUS AROMATICA 'GRO-LOW'	GROW LOW SUMAC
RHTR	RHUS TRILOBATA	THREE LEAF SUMAC
SYPA	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC
SYVU	SYRINGA VULGARIS	COMMON LILAC

EVERGREEN SHRUBS

CYPY	CYTISUS PURGAN 'SPANISH GOLD'	SPANISH GOLD BROOM
PIMU	PINUS MUGO 'WHITEBUD'	WHITEBUD MUGO PINE

ORNAMENTAL GRASSES

BOGR	BOUTELOUA GRACILLIS 'BLONDE AMBITION'	BLOND AMBITION BLUE GRAMA
HESE	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA

PERENNIAL MIX A

ACMI	ACHILLEA MILLEFOLEUM 'PAPRIKA'	PAPRIKA YARROW
AUSA	AURNIA SAXATILIS	BASKET OF GOLD
DEME	DELOSPERMA 'MESA VERDE'	MESA VERDE ICE PLANT
NATE	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS
SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

PERENNIAL MIX B

ACTE	ACHILLEA MILLEFOLEUM 'TERRA COTTA'	TERRA COTTA YARROW
AGPS	AGASTACHE 'APACHE SUNSET'	APACHE SUNSET HYSSOP
ESCA	ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY
NATE	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS
SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

MISCELLANEOUS

XERISCAPE SEED MIX	100% LOW GROW MIX AVAILABLE THROUGH ARKANSAS VALLEY SEED. SEE SEED NOTES SHEET L2.0
DETENTION BASIN SEED MIX	DETENTION BASIN SEED MIX CONSISTENT WITH REQUIREMENTS BY CITY OF FORT COLLINS. SEE SEED NOTES SHEET L2.0
ROCK TYPE C - LARGE MULTICOLOR ROCK COBBLE	5-12" GREY ROSE COBBLESTONE, AS AVAILABLE THROUGH PIONEER OR 3/4" BUTTER ROCK, AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
ROCK TYPE A - SMALL TAN ROCK	11-3" WASHED RIVER ROCK, AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
ROCK TYPE B - MEDIUM MULTICOLOR RIVER ROCK	BUTTER BREEZE SCREENED TO 3/4" AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
TAN BREEZE	PREMIUM TRAIL MIX 1/4" MINUS AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
BROWN TRAIL BREEZE	DARK BROWN SHREDDED CEDAR MULCH TO BE USED FOR MULCH RINGS AT ALL PLANTS AND IN PERENNIAL BEDS.
WOOD MULCH	BLACK STEEL EDGING, SEE LANDSCAPE NOTES
STEEL EDGING	

Galloway

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Johnstown, CO 80534
970.800.3300
gallowayus.com

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THE RIDGE AT JOHNSTOWN FILING1
(EAST VILLAGE)
J-25 LAND HOLDINGS

JOHNSTOWN, CO

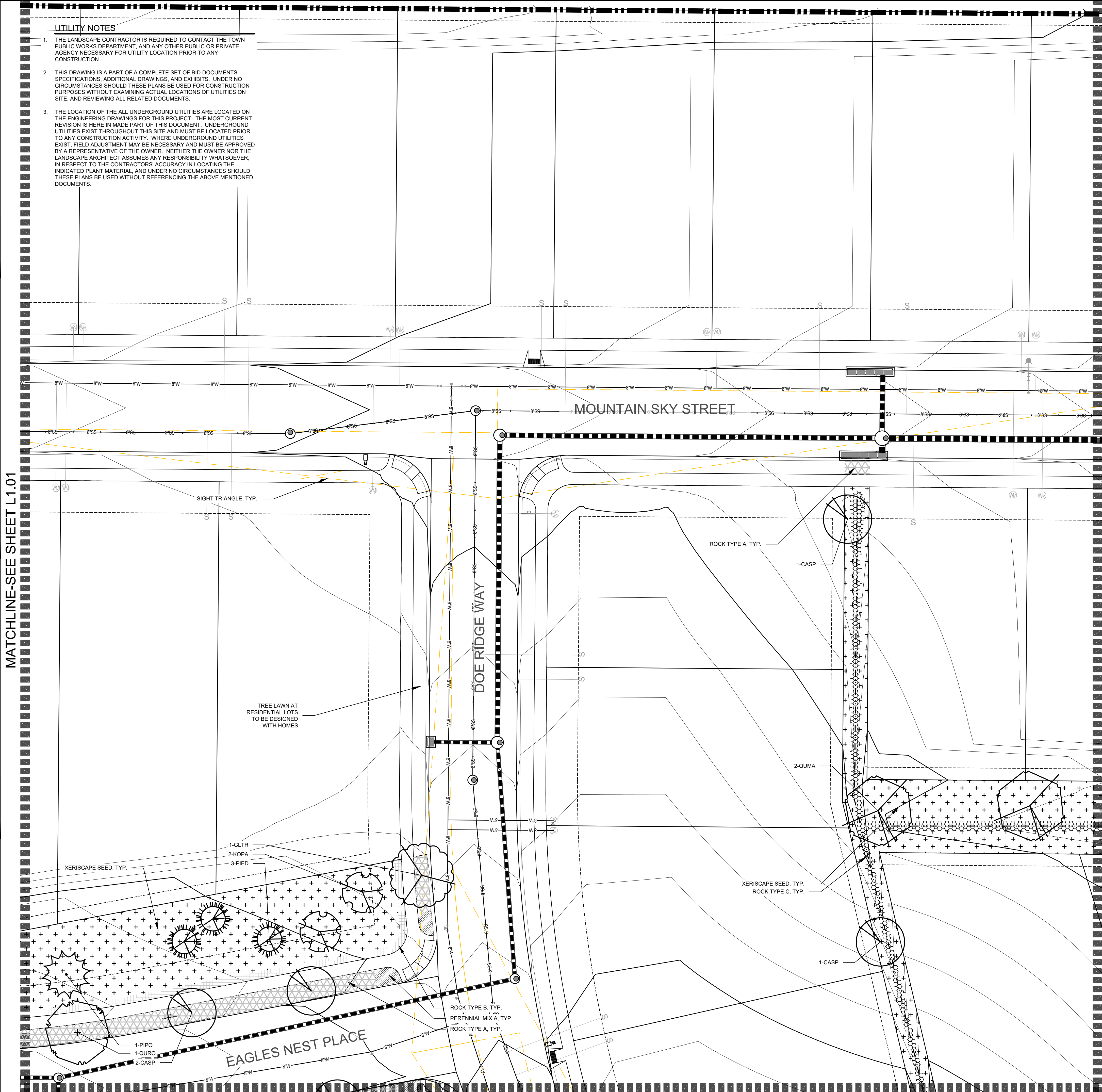
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2	04/28/20	Landscape Resubmittal	SRA
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Project No:	JLH00001
Drawn By:	SRA
Checked By:	TTN
Date:	03.13.2020

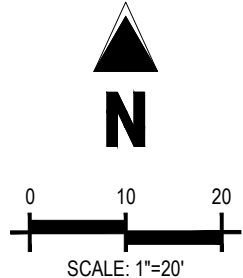
LANDSCAPE PLAN

L1.01

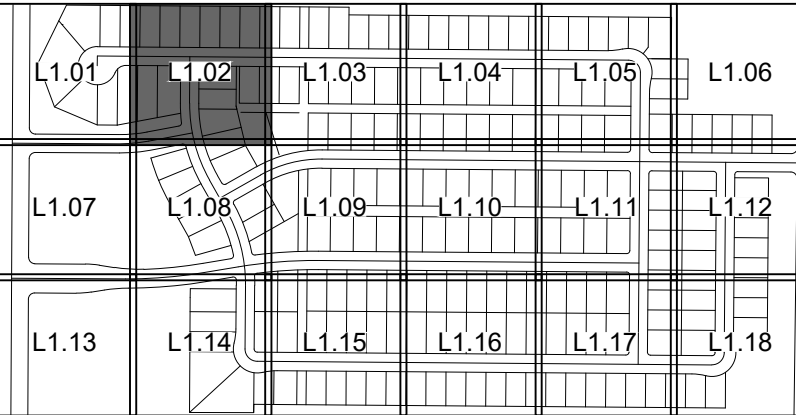
MATCHLINE-SEE SHEET L1.01



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KEYMAP



PLANTING LEGEND

LEGEND
ABBREV BOTANIC NAME COMMON NAME

DECIDUOUS TREES		
ACFR	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE
CASP	CATALPA SPECIOSA	WESTERN CATALPA
CEOC	CELTIS OCCIDENTALIS	COMMON HACKBERRY
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QURO	QUERCUS ROBUR	ENGLISH OAK

EVERGREEN TREES		
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PIED	PINUS EDULIS	PNYON PINE
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AMCA	AMORPHA CANESCENS	LEADPLANT
CACL	CARYOPTERIS X CLANDONENSIS	BLUE MIST SPIREA
PEAT	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE
POFR	POTENTILLA FRUTICOSA 'TANGERINE'	TANGERINE POTENTILLA
PRBE	PRUNUS BESSEYI	WESTERN SAND CHERRY
PRPB	PRUNUS BESSEYI 'PAWNEE BUTTES'	PAWNEE BUTTES SAND CHERRY
RHAR	RHUS AROMATICA 'GRO-LOW'	GROW LOW SUMAC
RHTR	RHUS TRILOBATA	THREE LEAF SUMAC
SYPA	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC
SYVU	SYRINGA VULGARIS	COMMON LILAC

EVERGREEN SHRUBS		
CYPU	CYTISUS PURGAN 'SPANISH GOLD'	SPANISH GOLD BROOM
PIMU	PINUS MUGO 'WHITEBUD'	WHITEBUD MUGO PINE

ORNAMENTAL GRASSES		
BOGR	BOUTELOUA GRACILLIS 'BLONDE AMBITION'	BLOND AMBITION BLUE GRAMA
HESE	HELIOTOTRICHON SEMPERVIRENS	BLUE AVENA

PERENNIAL MIX A		
ACMI	ACHILLEA MILLEFOLEUM 'PAPRIKA'	PAPRIKA YARROW
AUSA	AURINIA SAXATILIS	BASKET OF GOLD
DEME	DELOSPERMA 'MESA VERDE'	MESA VERDE ICE PLANT
NATE	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS
SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

PERENNIAL MIX B		
ACTE	ACHILLEA MILLEFOLEUM 'TERRA COTTA'	TERRA COTTA YARROW
AGPS	AGASTACHE 'APACHE SUNSET'	APACHE SUNSET HYSSOP
ESCA	ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY
NATE	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS
SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

MISCELLANEOUS		
XERISCAPE SEED MIX	100% LOW GROW MIX AVAILABLE THROUGH ARKANSAS VALLEY SEED. SEE SEED NOTES SHEET L2.0	
DETENTION BASIN SEED MIX	DETENTION BASIN SEED MIX CONSISTENT WITH REQUIREMENTS BY CITY OF FORT COLLINS. SEE SEED NOTES SHEET L2.0	
ROCK TYPE C - LARGE MULTICOLOR ROCK COBBLE	5-12" GREY ROSE COBBLESTONE, AS AVAILABLE THROUGH PIONEER OR 3/4" BUTTER ROCK, AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL	
ROCK TYPE A - SMALL TAN ROCK	11-3" WASHED RIVER ROCK, AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL	
ROCK TYPE B - MEDIUM MULTICOLOR RIVER ROCK	BUTTER BREEZE SCREENED TO 3/4" AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL	
TAN BREEZE	PREMIUM TRAIL MIX 1/4" MINUS AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL	
BROWN TRAIL BREEZE	DARK BROWN SHREDDED CEDAR MULCH TO BE USED FOR MULCH RINGS AT ALL PLANTS AND IN PERENNIAL BEDS.	
WOOD MULCH	BLACK STEEL EDGING, SEE LANDSCAPE NOTES	
STEEL EDGING		

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THE RIDGE AT JOHNSTOWN FILING1
(EAST VILLAGE)
J-25 LAND HOLDINGS

JOHNSTOWN, CO

#	Date	Issue / Description	Init.
1	12/17/19	Landscape Set Updates	SRA
2	04/28/20	Landscape Resubmittal	SRA
3			
4			
5			
6			
7			
8			
9			
10			

Project No: JH000001
Drawn By: SRA
Checked By: TTN
Date: 03.13.2020

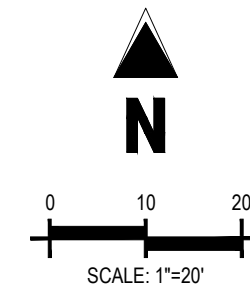
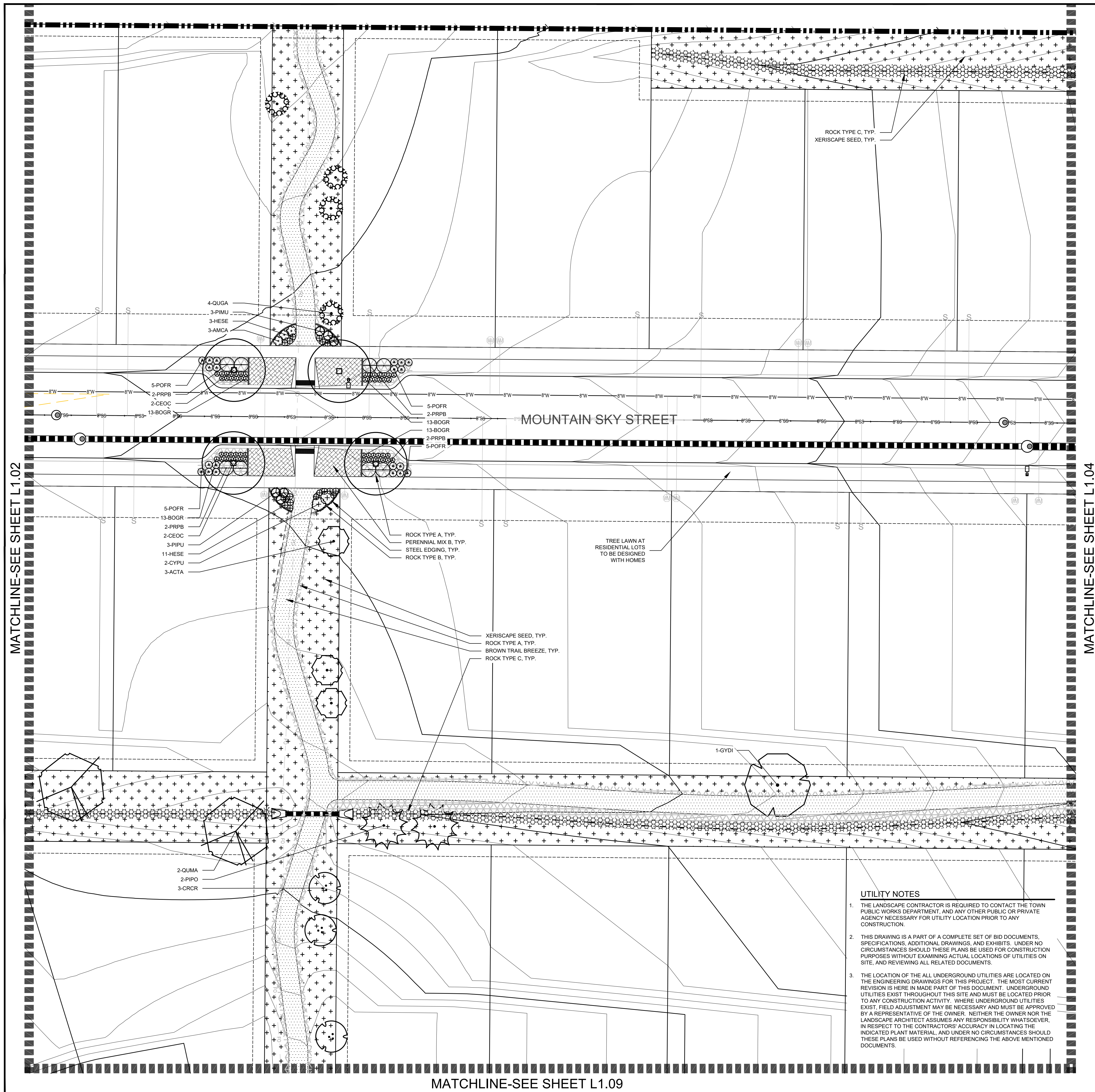
LANDSCAPE PLAN

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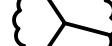




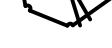
Project No:	JLH000001
Drawn By:	SRA
Checked By:	TTN
Date:	03.13.2020

LANDSCAPE PLAN


L1.03



PLANTING LEGEND	
LEGEND	
ABBREV. BOTANIC NAME	COMMON NAME

DECIDUOUS TREES		
	ACFR X FREEMANI 'JEFFERSRED'	AUTUMN BLAZE MAPLE
	CATALPA SPECIOSA	WESTERN CATALPA
	CELTIS OCCIDENTALIS	COMMON HACKBERRY
	GLENTSIDA TRIACANTHOS INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST
	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE
	PLATANUS X ACERIFOLIA 'MORTON CIRCLE'	EXCLAMATION LONDON PLANETREE
	QUERCUS ALBA	WHITE OAK
	QUERCUS MACROCARPA	BUR OAK
	QUERCUS ROBUR	ENGLISH OAK


EVERGREEN TREES		
PIAR	PINUS ARISTATA	BRISTLECONE PINE
PIED	PINUS EDULIS	PINYON PINE
PIPO	PINUS PONDEROSA	PONDEROSA PINE

	ORNAMENTAL TREES		
	ACTA	ACER TATARICUM 'HOT WINGS'	HOT WINGS MAPLE
	CRCR	CRATAEGUS CRUS-GALLI 'INERMIS'	THORNLESS COCKSPUR HAWTHORN
	KOPA	KOELREUTERIA PANICULATA	GOLDENRAIN TREE
	QUQA	QUERCUS GAMBELII	GAMBEL OAK

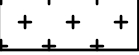

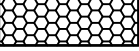
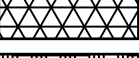

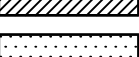
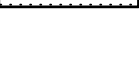


DECIDUOUS SHRUBS		
	AMCA	AMORPHA CANESCENS
	CACL	CARYOPTERIS X CLANDONENSIS
	PEAT	PEROVSKIA ATRIPLICIFOLIA
	POFR	POTENTILLA FRUTICOSA 'TANGERINE'
	PRBE	PRUNUS BESSEYI
	PRPB	PRUNUS BESSEYI 'PAWNEE BUTTES'
	RHAR	RHUS AROMATICA 'GRO-LOW'
	RHTR	RHUS TRILOBATA
	SYPA	SYRINGA PATULA 'MISS KIM'
	SYVU	SYRINGA VULGARIS
		LEADPLANT
		BLUE MIST SPIREA
		TANGERINE POTENTILLA
		WESTERN SAND CHERRY
		PAWNEE BUTTES SAND CHERRY
		GROW LOW SUMAC
		THREE LEAF SUMAC
		MISS KIM LILAC
		COMMON LILAC

EVERGREEN SHRUBS		
	CYPU	CYTISUS PURGAN 'SPANISH GOLD' SPANISH GOLD BROOM
	PIMU	PINUS MUGO 'WHITEBUD' WHITEBUD MUGO PINE

ORNAMENTAL GRASSES			
⊗	BOGR	BOUTELOUA GRACILLIS 'BLONDE AMBITION'	BLOND AMBITION BLUE GRAMA
⊕	HESE	HELICOTRICHON SEMPERVIRENS	BLUE AVENA

 4,500 SF	PERENNIAL MIX A		
	ACMI	ACHILLEA MILLEFOLIUM 'PAPRIKA'	PAPRIKA YARROW
	AUSA	AURINIA SAXATILIS	BASKET OF GOLD
	DEME	DELOSPERMA 'MESA VERDE'	MESA VERDE ICE PLANT
	NATE	NASSELLA TENUISSIMA	MEXCAN FATHERLY GRASS
	SASY	SALVIA SYLVESTRIS 'MAINACH'	MAY NIGHT SALVIA

<div><div></div></div> <div>4,500 SF</div>	PERENNIAL MIX B	
	ACTE	ACHILLEA MILLEFOLIUM 'TERRA COTTA'
	AGPS	AGASTACHE 'APACHE SUNSET'
	ESCA	ESCHSCHOLZIA CALIFORNICA
	NATE	NASSELLA TENUISSIMA
	SASY	SALVIA SYLVESTRIS 'MAINACH'
	TERRA COTTA YARROW	APACHE SUNSET HYSSOP
	CALIFORNIA POPPY	MEXCAN FEATHER GRASS
	MAY NIGHT SALVIA	

MISCELLANEOUS		
	XERISCAPE SEED MIX	100% LOW GROW MIX AVAILABLE THROUGH ARKANSAS VALLEY SEED. SEE SEED NOTES SHEET L2.0
	DETENTION BASIN SEED MIX	DETENTION BASIN SEED MIX CONSISTENT WITH REQUIREMENTS BY CITY OF FORT COLLINS. SEE SEED NOTES SHEET L2.0
	ROCK TYPE C - LARGE MULTICOLOR ROCK COBBLE	5-12" GREY ROSE COBBLESTONE. AS AVAILABLE THROUGH PIONEER OR 3/4" BUTTER ROCK. AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
	ROCK TYPE A - SMALL TAN ROCK	1-3" WASHED RIVER ROCK. AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
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	TAN BREEZE	PREMIUM TRAIL MIX 1/4" MINUS AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
	BROWN TRAIL BREEZE	DARK BROWN SHREDDED CEDAR MULCH TO BE USED FOR MULCH RINGS AT ALL PLANTS AND IN PERENNIAL BEDS.
	WOOD MULCH	BLACK STEEL EDGING. SEE LANDSCAPE NOTES
	STEEL EDGING	

UTILITY NOTES

1. THE LANDSCAPE CONTRACTOR IS REQUIRED TO CONTACT THE TOWN PUBLIC WORKS DEPARTMENT, AND ANY OTHER PUBLIC OR PRIVATE AGENCY NECESSARY FOR UTILITY LOCATION PRIOR TO ANY CONSTRUCTION.
2. THIS DRAWING IS A PART OF A COMPLETE SET OF BID DOCUMENTS, SPECIFICATIONS, ADDITIONAL DRAWINGS, AND EXHIBITS. UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED FOR CONSTRUCTION PURPOSES WITHOUT THE CANNON LOCATION OF UTILITIES ON SITE, AND REVIEWING ALL RELATED DOCUMENTS.
3. THE LOCATION OF THE ALL UNDERGROUND UTILITIES ARE LOCATED ON THE ENGINEERING DRAWINGS FOR THIS PROJECT. THE MOST CURRENT REVISIONS HEREIN MADE PART OF THIS DOCUMENT. UNDERGROUND UTILITIES EXIST THROUGHTOUT THIS SITE AND MUST BE LOCATED PRIOR TO ANY CONSTRUCTION ACTIVITY. WHERE UNDERGROUND UTILITIES EXIST, FIELD ADJUSTMENT MAY BE NECESSARY AND MUST BE APPROVED BY THE REPRESENTATIVE OF THE OWNER. THE OWNER NOR THE LANDSCAPE ARCHITECT ASSUMES ANY RESPONSIBILITY WHATSOEVER, IN RESPECT TO THE CONTRACTORS' ACCURACY IN LOCATING THE INDICATED PLANT MATERIAL, AND UNDER NO CIRCUMSTANCES SHOULD THIS PLAN BE USED WITHOUT REFERENCING THE ABOVE MENTIONED DOCUMENTS.

MATCHLINE-SEE SHEET L1.03

MATCHLINE-SEE SHEET L1.05

MOUNTAIN SKY STREET

MATCHLINE: SEE SHEET L1.10

UTILITY NOTES

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BROWN TRAIL BREEZE, TYP.
ROCK TYPE A, TYP.
ROCK TYPE C, TYP.
XERISCAPE SEED, TYP.

TREE LAWN AT
RESIDENTIAL LOTS
TO BE DESIGNED
WITH HOMES

3-QUGA
2-CASP

1-QUGA

1-PIPO

PLANTING LEGEND

LEGEND
ABBREV BOTANIC NAME COMMON NAME

DECIDUOUS TREES

ACFR	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE
CASP	CATALPA SPECIOSA	WESTERN CATALPA
CEOC	CELTIS OCCIDENTALIS	COMMON HACKBERRY
GLTR	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST
GYDI	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE
PLAC	PLATANUS X ACERIFOLIA 'MORTON CIRCLE'	EXCLAMATION LONDON PLANETREE
QUAL	QUERCUS ALBA	WHITE OAK
QUMA	QUERCUS MACROCARPA	BUR OAK
QURO	QUERCUS ROBUR	ENGLISH OAK

EVERGREEN TREES

PIAR	PINUS ARISTATA	BRISTLECONE PINE
PIED	PINUS EDULIS	PINYON PINE
PIPO	PINUS PONDEROSA	PONDEROSA PINE

ORNAMENTAL TREES

ACTA	ACER TATARICUM 'HOT WINGS'	HOT WINGS MAPLE
CROR	CRATAEGUS CRUS-GALLI 'INERMIS'	THORNLESS COCKSPUR HAWTHORN
KOPA	KOELREUTERIA PANICULATA	GOLDENRAIN TREE
QUGA	QUERCUS GAMBELII	GAMBEL OAK

DECIDUOUS SHRUBS

AMCA	AMORPHA CANESCENS	LEADPLANT
CACL	CARYOPTERIS X CLANDONENSIS	BLUE MIST SPIREA
PEAT	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE
POFR	POTENTILLA FRUTICOSA 'TANGERINE'	TANGERINE POTENTILLA
PRBE	PRUNUS BESSEYI	WESTERN SAND CHERRY
PRPB	PRUNUS BESSEYI 'PAWNEE BUTTES'	PAWNEE BUTTES SAND CHERRY
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RHTR	RHUS TRILOBATA	THREE LEAF SUMAC
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EVERGREEN SHRUBS

CYPU	CYTISUS PURGAN 'SPANISH GOLD'	SPANISH GOLD BROOM
PIMU	PINUS MUGO 'WHITEBUD'	WHITEBUD MUGO PINE

ORNAMENTAL GRASSES

BOGR	BOUTELOUA GRACILLIS 'BLONDE AMBITION'	BLOND AMBITION BLUE GRAMA
HESE	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA

PERENNIAL MIX A

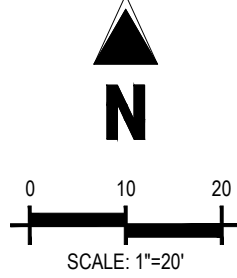
ACMI	ACHILLEA MILLEFOLEUM 'PAPRIKA'	PAPRIKA YARROW
AUSA	AURINIA SAXATILIS	BASKET OF GOLD
DEME	DELOSPERMA 'MESA VERDE'	MESA VERDE ICE PLANT
NATE	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS
SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

PERENNIAL MIX B

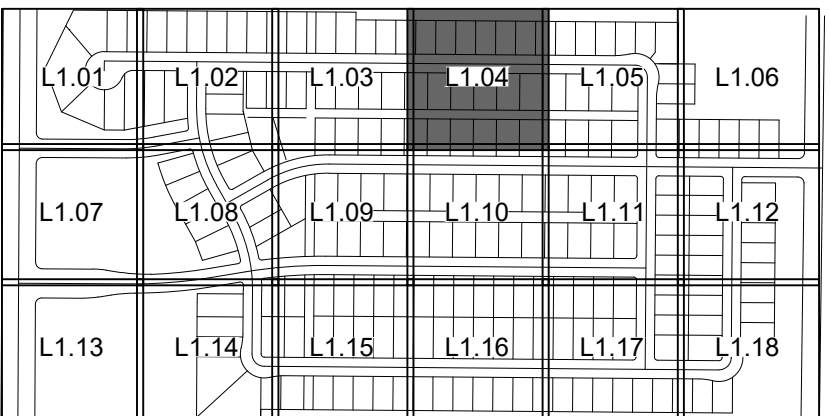
ACTE	ACHILLEA MILLEFOLEUM 'TERRA COTTA'	TERRA COTTA YARROW
AGPS	AGASTACHE 'APACHE SUNSET'	APACHE SUNSET HYSSOP
ESCA	ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY
NATE	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS
SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

MISCELLANEOUS

XERISCAPE SEED MIX	100% LOW GROW MIX AVAILABLE THROUGH ARKANSAS VALLEY SEED. SEE SEED NOTES SHEET L2.0
DETENTION BASIN SEED MIX	DETENTION BASIN SEED MIX CONSISTENT WITH REQUIREMENTS BY CITY OF FORT COLLINS. SEE SEED NOTES SHEET L2.0
ROCK TYPE C - LARGE MULTICOLOR ROCK COBBLE	5-12" GREY ROSE COBBLESTONE. AS AVAILABLE THROUGH PIONEER OR
ROCK TYPE A - SMALL TAN ROCK	3/4" BUTTER ROCK, AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
ROCK TYPE B - MEDIUM MULTICOLOR RIVER ROCK	1.5-3" WASHED RIVER ROCK, AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
TAN BREEZE	BUTTER BREEZE SCREENED TO 3/4" AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
BROWN TRAIL BREEZE	PREMIUM TRAIL MIX 1/4" MINUS AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
WOOD MULCH	DARK BROWN SHREDDED CEDAR MULCH TO BE USED FOR MULCH RINGS AT ALL PLANTS AND IN PERENNIAL BEDS.
STEEL EDGING	BLACK STEEL EDGING. SEE LANDSCAPE NOTES



KEYMAP



Galloway

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970.800.3300
gallowayus.com

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THE RIDGE AT JOHNSTOWN FILING 1
(EAST VILLAGE)
J-25 LAND HOLDINGS

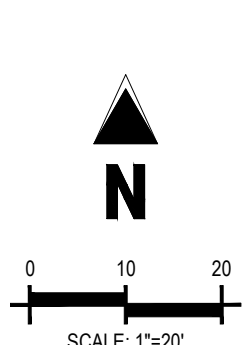
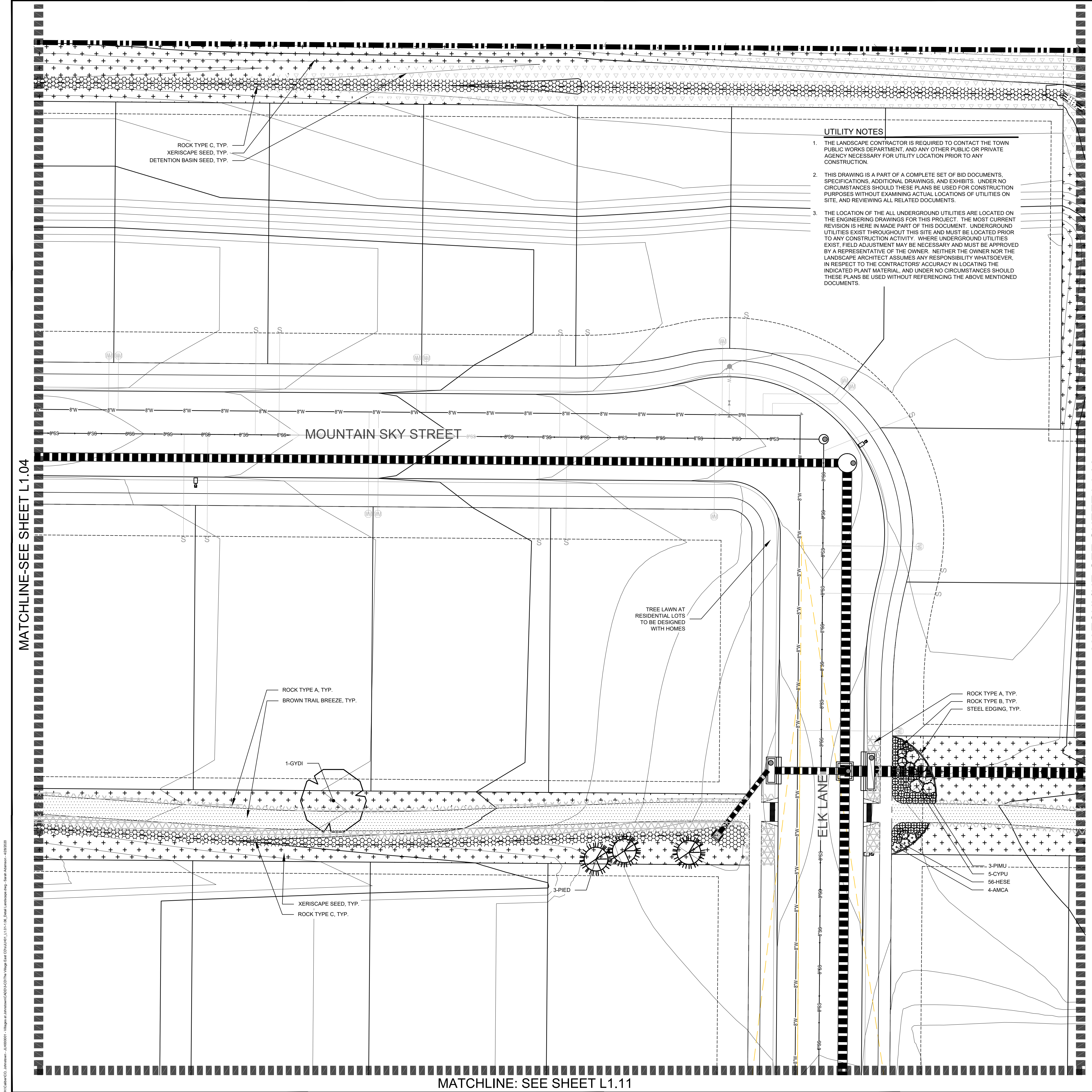
JOHNSTOWN, CO

#	Date	Issue / Description	Init.
1	12/17/19	Landscape Set Updates	SRA
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3			
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7			
8			
9			
10			

Project No: JH000001
Drawn By: SRA
Checked By: TTN
Date: 03.13.2020

LANDSCAPE PLAN

L1.04



UTILITY NOTES

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PLANTING LEGEND

LEGEND		
ABBREV.	BOTANIC NAME	COMMON NAME

DECIDUOUS TREES

ACFR	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE
CASP	CATALPA SPECIOSA	WESTERN CATALPA
CEOC	CELTIS OCCIDENTALIS	COMMON HACKBERRY
GLTR	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST
GYDI	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE
PLAC	PLATANUS X ACERIFOLIA 'MORTON CIRCLE'	EXCLAMATION LONDON PLANETREE
QUAL	QUERCUS ALBA	WHITE OAK
QUMA	QUERCUS MACROCARPA	BUR OAK
QURO	QUERCUS ROBUR	ENGLISH OAK

EVERGREEN TREES

PIAR	PINUS ARISTATA	BRISTLEcone PINE
PIED	PINUS EDULIS	PINYON PINE
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ORNAMENTAL TREES

ACTA	ACER TATARICUM 'HOT WINGS'	HOT WINGS MAPLE
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ORNAMENTAL GRASSES

BOGR	BOUTELOUA GRACILLIS 'BLONDE AMBITION'	BLOND AMBITION BLUE GRAMA
HESE	HELIOTRICHON SEMPERVIRENS	BLUE AVENA

PERENNIAL MIX A

ACMI	ACHILLEA MILLEFOLEUM 'PAPRIKA'	PAPRIKA YARROW
AUSA	AURINIA SAXATILIS	BASKET OF GOLD
DEME	DELOSPERMA 'MESA VERDE'	MESA VERDE ICE PLANT
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SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

PERENNIAL MIX B

ACTE	ACHILLEA MILLEFOLEUM 'TERRA COTTA'	TERRA COTTA YARROW
AGPS	AGASTACHE 'APACHE SUNSET'	APACHE SUNSET HYSSOP
ESCA	ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY
NATE	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS
SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

MISCELLANEOUS

XERISCAPE SEED MIX	100% LOW GROW MIX AVAILABLE THROUGH ARKANSAS VALLEY SEED. SEE SEED NOTES SHEET L2.0
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ROCK TYPE B - MEDIUM MULTICOLOR RIVER ROCK	BUTTER BREEZE SCREENED TO 3/4" AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
TAN BREEZE	PREMIUM TRAIL MIX 1/4" MINUS AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
BROWN TRAIL BREEZE	DARK BROWN SHREDDED CEDAR MULCH TO BE USED FOR MULCH RINGS AT ALL PLANTS AND IN PERENNIAL BEDS.
WOOD MULCH	BLACK STEEL EDGING, SEE LANDSCAPE NOTES
STEEL EDGING	

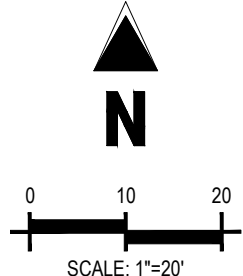


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2	04/28/20	Landscape Resubmittal	SRA
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8			
9			
10			

Project No:	JLH000001
Drawn By:	SRA
Checked By:	TTN
Date:	03.13.2020

MATCHLINE-SEE SHEET L1.05

POND A
FULL SPECTRUM
DETENTION POND



PLANTING LEGEND

LEGEND

ABBREV. BOTANIC NAME

COMMON NAME

DECIDUOUS TREES

ACFR	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE
CASP	CATALPA SPECIOSA	WESTERN CATALPA
CEOC	CELTIS OCCIDENTALIS	COMMON HACKBERRY
GLTR	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST
GYDI	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE
PLAC	PLATANUS X ACERIFOLIA 'MORTON CIRCLE'	EXCLAMATION LONDON PLANETREE
QUAL	QUERCUS ALBA	WHITE OAK
QUMA	QUERCUS MACROCARPA	BUR OAK
QURO	QUERCUS ROBUR	ENGLISH OAK

EVERGREEN TREES

PIAR	PINUS ARISTATA	BRISTLEcone PINE
PIED	PINUS EDULIS	PINYON PINE
PIPO	PINUS PONDEROSA	PONDEROSA PINE

ORNAMENTAL TREES

ACTA	ACER TATARICUM 'HOT WINGS'	HOT WINGS MAPLE
CRCR	CRATAEGUS CRUS-GALLI 'INERMIS'	THORNLESS COCKSPUR HAWTHORN
KOPA	KOELREUTERIA PANICULATA	GOLDENRAIN TREE
QUGA	QUERCUS GAMBELII	GAMBEL OAK

DECIDUOUS SHRUBS

AMCA	AMORPHA CANESCENS	LEADPLANT
CACL	CARYOPTERIS X CLANDONENSIS	BLUE MIST SPIREA
PEAT	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE
POFR	POTENTILLA FRUTICOSA 'TANGERINE'	TANGERINE POTENTILLA
PRBE	PRUNUS BESSEYI	WESTERN SAND CHERRY
PRPB	PRUNUS BESSEYI 'PAWNEE BUTTES'	PAWNEE BUTTES SAND CHERRY
RHAR	RHUS AROMATICA 'GRO-LOW'	GROW LOW SUMAC
RHTR	RHUS TRILOBATA	THREE LEAF SUMAC
SYPA	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC
SYVU	SYRINGA VULGARIS	COMMON LILAC

EVERGREEN SHRUBS

CYPU	CYTISUS PURGAN 'SPANISH GOLD'	SPANISH GOLD BROOM
PIMU	PINUS MUGO 'WHITEBUD'	WHITEBUD MUGO PINE

ORNAMENTAL GRASSES

BOGR	BOUTELOUA GRACILLIS 'BLONDE AMBITION'	BLOND AMBITION BLUE GRAMA
HESE	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA

PERENNIAL MIX A

ACMI	ACHILLEA MILLEFOLIUM 'PAPRIKA'	PAPRIKA YARROW
AUSA	AURNIA SAXATILIS	BASKET OF GOLD
DEME	DELOSPERMA 'MESA VERDE'	MESA VERDE ICE PLANT
NATE	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS
SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

PERENNIAL MIX B

ACTE	ACHILLEA MILLEFOLIUM 'TERRA COTTA'	TERRA COTTA YARROW
AGPS	AGASTACHE 'APACHE SUNSET'	APACHE SUNSET HYSSOP
ESCA	ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY
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SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

MISCELLANEOUS

XERISCAPE SEED MIX	100% LOW GROW MIX AVAILABLE THROUGH ARKANSAS VALLEY SEED. SEE SEED NOTES SHEET L2.0
DETENTION BASIN SEED MIX	DETENTION BASIN SEED MIX CONSISTENT WITH REQUIREMENTS BY CITY OF FORT COLLINS. SEE SEED NOTES SHEET L2.0
ROCK TYPE C - LARGE MULTICOLOR ROCK COBBLE	5-12" GREY ROSE COBBLESTONE, AS AVAILABLE THROUGH PIONEER OR 3/4" BUTTER ROCK, AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
ROCK TYPE A - SMALL TAN ROCK	1.5-3" WASHED RIVER ROCK, AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
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WOOD MULCH	BLACK STEEL EDGING, SEE LANDSCAPE NOTES
STEEL EDGING	

UTILITY NOTES

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DETENTION BASIN SEED, TYP.
XERISCAPE SEED, TYP.
ROCK TYPE A, TYP.

BROWN TRAIL BREEZE, TYP.
ROCK TYPE B, TYP.
CONCRETE SIDEWALK, TYP.

FUTURE LANDSCAPE - TO BE
INSTALLED WITH COUNTY RD 3

MATCHLINE: SEE SHEET L1.12

Galloway

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Johnstown, CO 80534
970.800.3300
gallowayus.com

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THE RIDGE AT JOHNSTOWN FILING1
(EAST VILLAGE)
J-25 LAND HOLDINGS

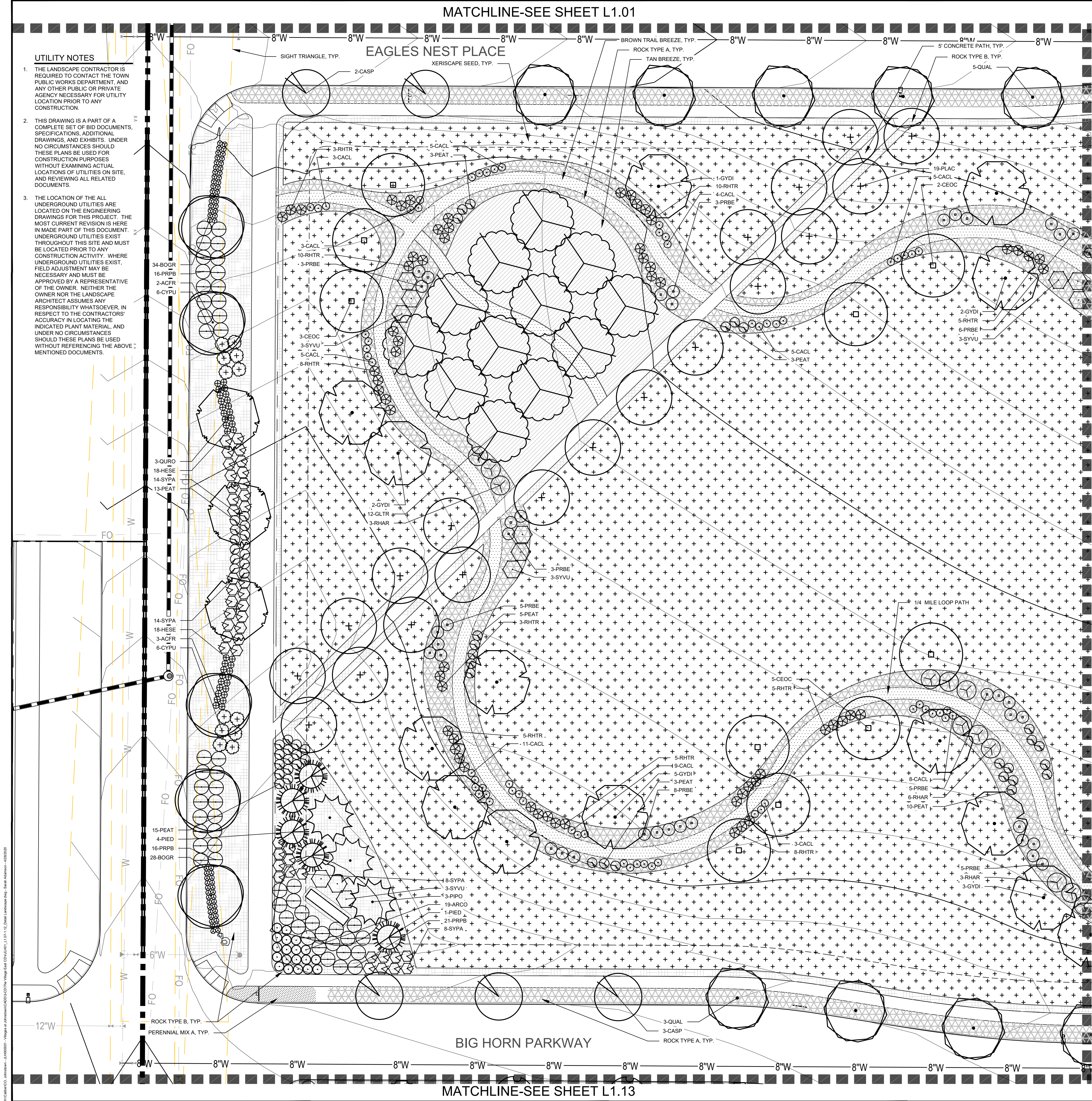
JOHNSTOWN, CO

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LANDSCAPE PLAN

L1.06



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EAGLES NEST PLACE

BIG HORN PARKWAY

MATCHLINE-SEE SHEET L1.13

MATCHLINE-SEE SHEET L1.01

MATCHLINE-SEE SHEET L1.08



KEYMAP

PLANTING LEGEND

LEGEND

ABBREV BOTANIC NAME COMMON NAME

DECIDUOUS TREES

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HESE	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA

PERENNIAL MIX A

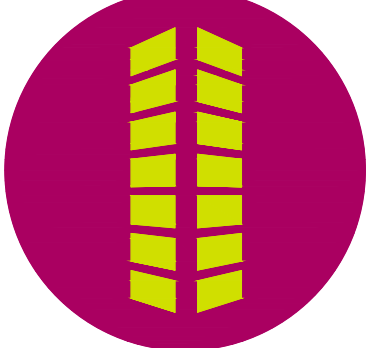
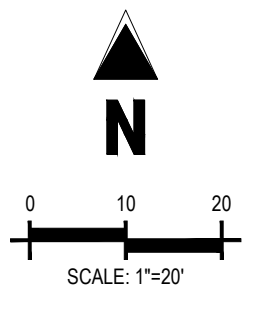
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PERENNIAL MIX B

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Project No:	JLH000001
Drawn By:	
Checked By:	TTN
Date:	03.13.2020

LANDSCAPE PLAN

MATCHLINE-SEE SHEET L1.02

EAGLES NEST PLACE

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PLANTING LEGEND

LEGEND
ABBREV BOTANIC NAME COMMON NAME

DECIDUOUS TREES

ACFR	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE
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EVERGREEN TREES

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PERENNIAL MIX A

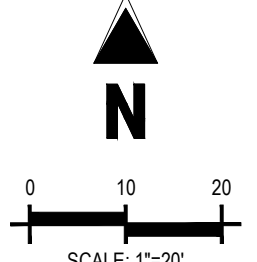
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PERENNIAL MIX B

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WOOD MULCH	BLACK STEEL EDGING, SEE LANDSCAPE NOTES
STEEL EDGING	



MATCHLINE-SEE SHEET L1.09

MATCHLINE-SEE SHEET L1.07

MATCHLINE-SEE SHEET L1.14

Galloway

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THE RIDGE AT JOHNSTOWN FILING1
(EAST VILLAGE)
J-25 LAND HOLDINGS

JOHNSTOWN, CO

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LANDSCAPE PLAN

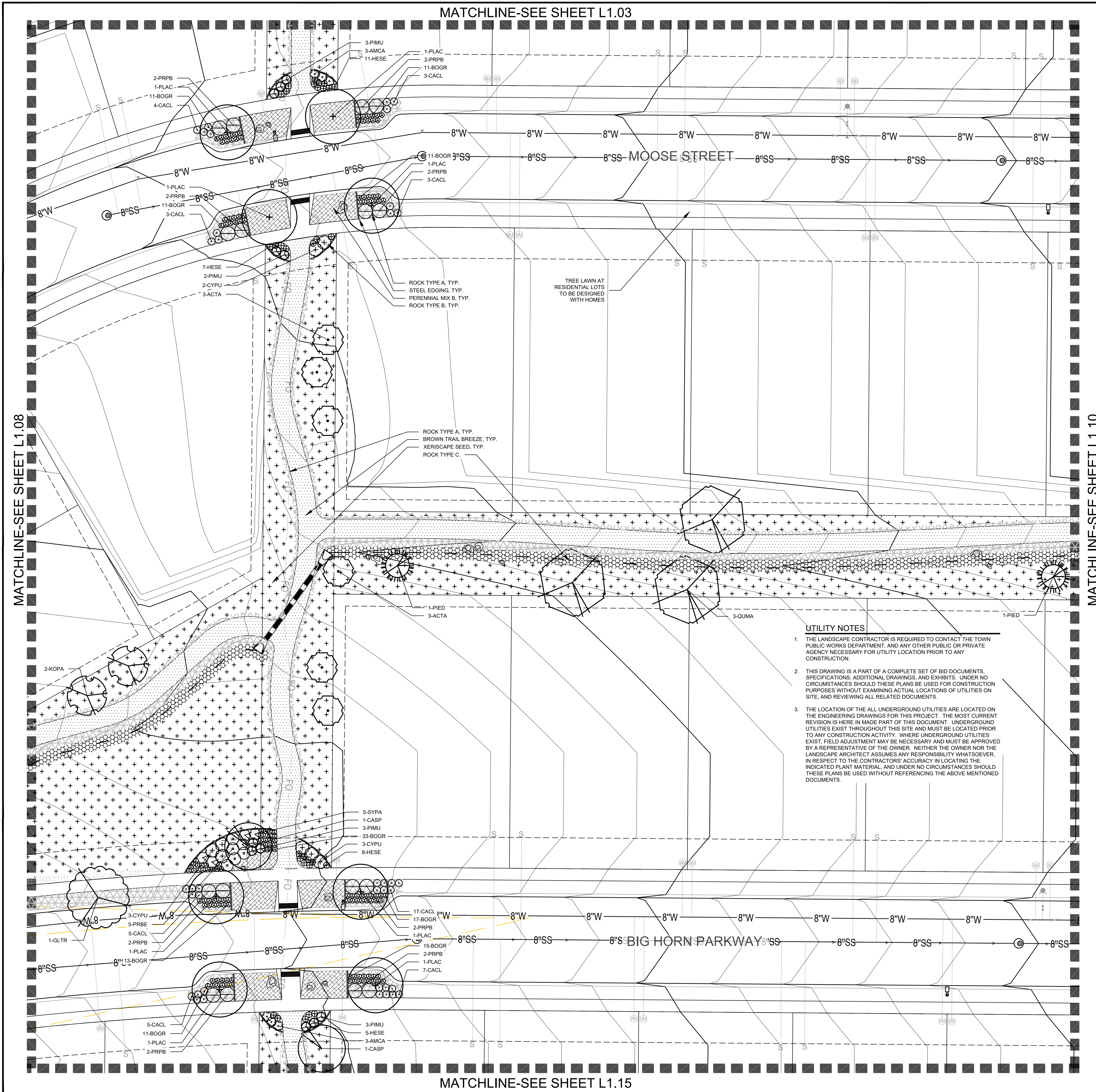
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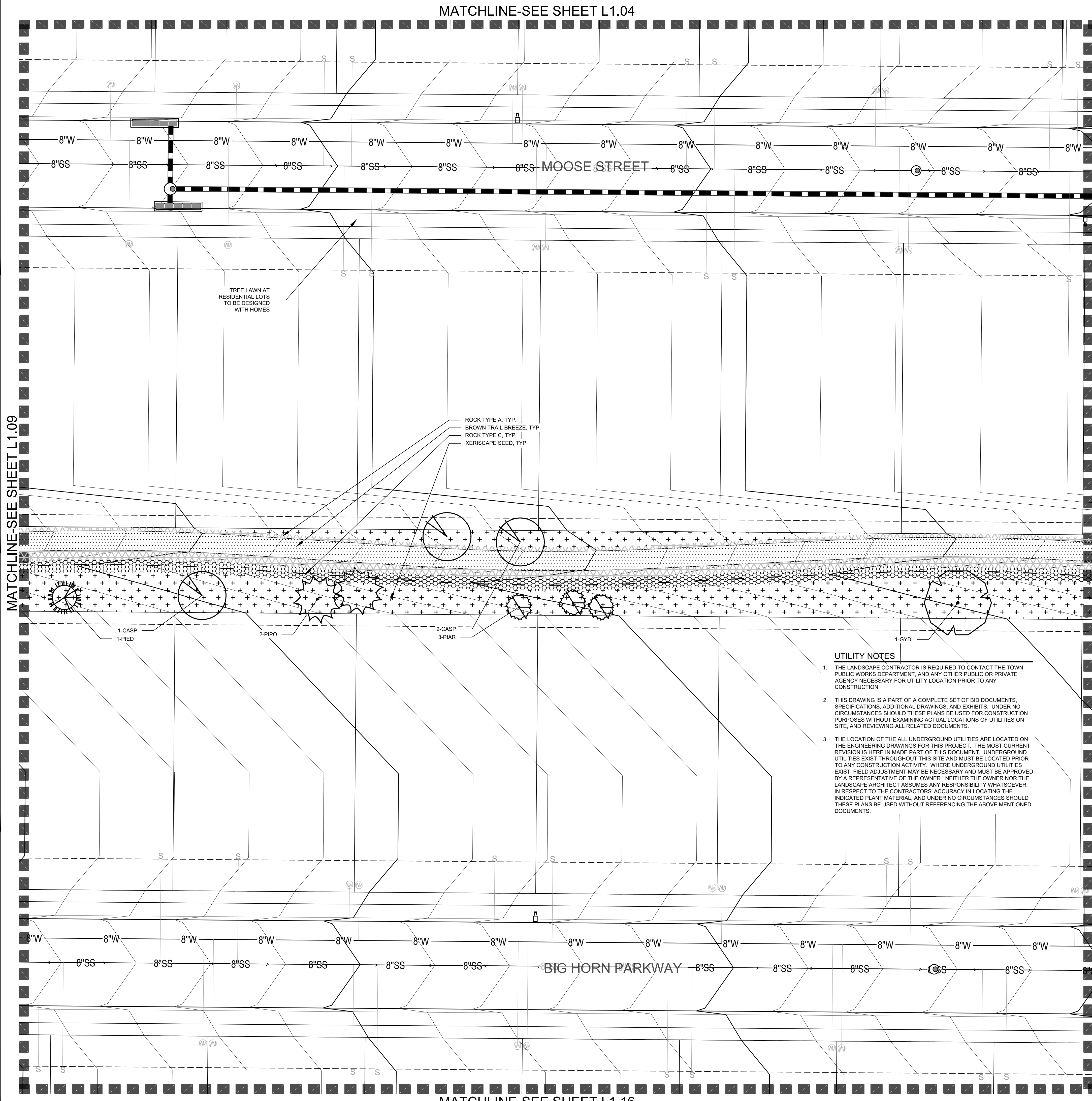
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LANDSCAPE PLAN

L1.09



MATCHLINE-SEE SHEET L1.09

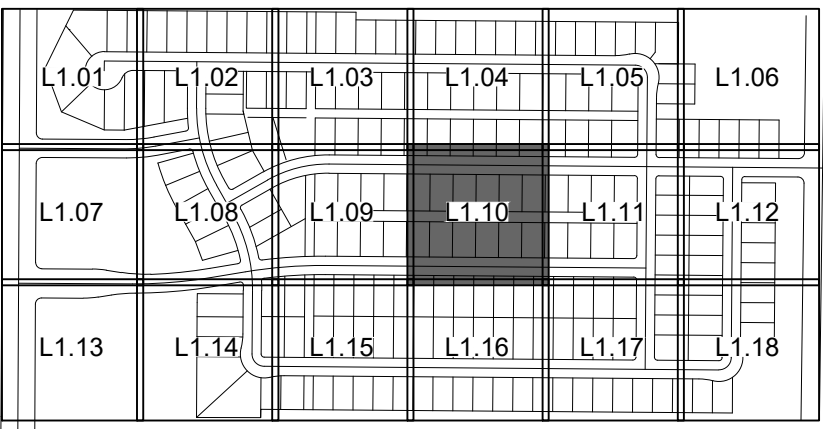


MATCHLINE-SEE SHEET L1.04

MOOSE STREET

BIG HORN PARKWAY

MATCHLINE-SEE SHEET L1.16



KEYMAP

PLANTING LEGEND

LEGEND
ABBREV BOTANIC NAME COMMON NAME

DECIDUOUS TREES

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SYVU	SYRINGA VULGARIS	COMMON LILAC

EVERGREEN SHRUBS

CYPU	CYTISUS PURGAN 'SPANISH GOLD'	SPANISH GOLD BROOM
PIMU	PINUS MUGO 'WHITEBUD'	WHITEBUD MUGO PINE

ORNAMENTAL GRASSES

BOGR	BOUTELOUA GRACILLIS 'BLONDE AMBITION'	BLOND AMBITION BLUE GRAMA
HESE	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA

PERENNIAL MIX A

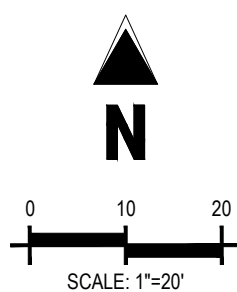
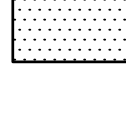
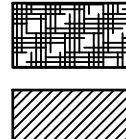
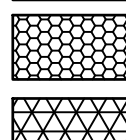
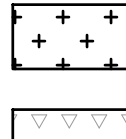
ACMI	ACHILLEA MILLEFOLEUM 'PAPRIKA'	PAPRIKA YARROW
AUSA	AURNIA SAXATILIS	BASKET OF GOLD
DEME	DELOSPERMA 'MESA VERDE'	MESA VERDE ICE PLANT
NATE	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS
SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

PERENNIAL MIX B

ACTE	ACHILLEA MILLEFOLEUM 'TERRA COTTA'	TERRA COTTA YARROW
AGPS	AGASTACHE 'APACHE SUNSET'	APACHE SUNSET HYSSOP
ESCA	ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY
NATE	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS
SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

MISCELLANEOUS

XERISCAPE SEED MIX	100% LOW GROW MIX AVAILABLE THROUGH ARKANSAS VALLEY SEED. SEE SEED NOTES SHEET L2.0
DETENTION BASIN SEED MIX	DETENTION BASIN SEED MIX CONSISTENT WITH REQUIREMENTS BY CITY OF FORT COLLINS. SEE SEED NOTES SHEET L2.0
ROCK TYPE C - LARGE MULTICOLOR ROCK COBBLE	5-12" GREY ROSE COBBLESTONE. AS AVAILABLE THROUGH PIONEER OR 3/4" BUTTER ROCK. AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
ROCK TYPE A - SMALL TAN ROCK	1.5-3" WASHED RIVER ROCK. AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
ROCK TYPE B - MEDIUM MULTICOLOR RIVER ROCK	BUTTER BREEZE SCREENED TO 3/4" AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
TAN BREEZE	PREMIUM TRAIL MIX 1/4" MINUS AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
BROWN TRAIL BREEZE	DARK BROWN SHREDDED CEDAR MULCH TO BE USED FOR MULCH RINGS AT ALL PLANTS AND IN PERENNIAL BEDS.
WOOD MULCH	BLACK STEEL EDGING. SEE LANDSCAPE NOTES
STEEL EDGING	



MATCHLINE-SEE SHEET L1.11

UTILITY NOTES

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ROCK TYPE A, TYP.
BROWN TRAIL BREEZE, TYP.
ROCK TYPE C, TYP.
XERISCAPE SEED, TYP.

TREE LAWN AT
RESIDENTIAL LOTS
TO BE DESIGNED
WITH HOMES

1-CASP
1-PIED

2-PIPO

2-CASP
3-PIAR

1-GYDI

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THE RIDGE AT JOHNSTOWN FILING1
(EAST VILLAGE)
J-25 LAND HOLDINGS

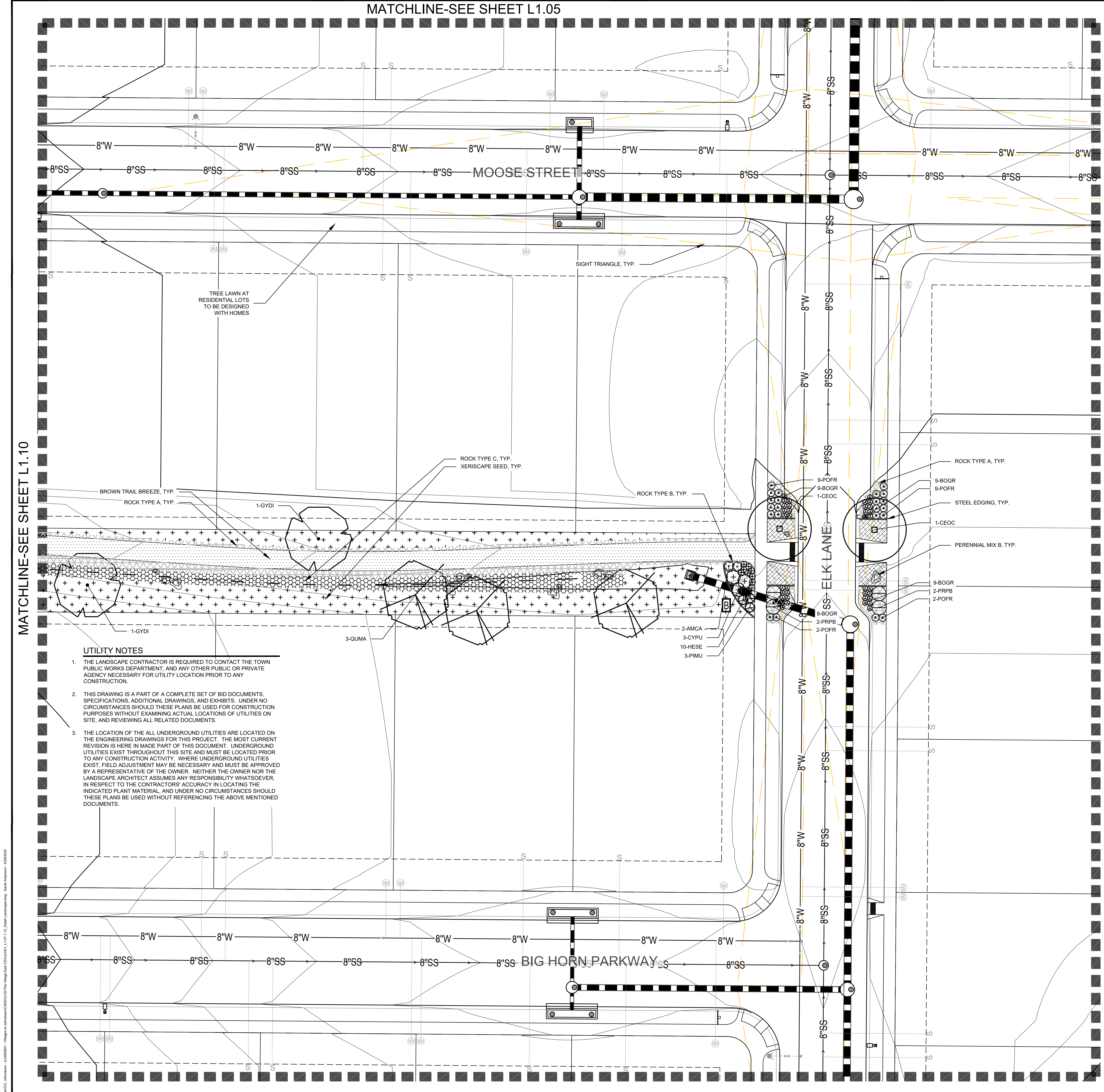
JOHNSTOWN, CO

#	Date	Issue / Description	Init.
1	12/17/19	Landscape Set Updates	SRA
2	04/28/20	Landscape Resubmittal	SRA
3			
4			
5			
6			
7			
8			
9			
10			

Project No: JH000001
Drawn By: SRA
Checked By: TTN
Date: 03.13.2020

LANDSCAPE PLAN

L1.10



PLANTING LEGEND		
LEGEND	BOTANIC NAME	COMMON NAME

DECIDUOUS TREES		
ACFR	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE
CASP	CATALPA SPECIOSA	WESTERN CATALPA
CEOC	CELTIS OCCIDENTALIS	COMMON HACKBERRY
GLTR	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST
GYDI	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE
PLAC	PLATANUS X ACERIFOLIA 'MORTON CIRCLE'	EXCLAMATION LONDON PLANETREE
QUAL	QUERCUS ALBA	WHITE OAK
QUMA	QUERCUS MACROCARPA	BUR OAK
QURO	QUERCUS ROBUR	ENGLISH OAK

EVERGREEN TREES		
PIAR	PINUS ARISTATA	BRISTLEcone PINE
PIED	PINUS EDULIS	PINYON PINE
PIPO	PINUS PONDEROSA	PONDEROSA PINE

ORNAMENTAL TREES		
ACTA	ACER TATARICUM 'HOT WINGS'	HOT WINGS MAPLE
CROR	CRATAEGUS CRUS-GALLI 'INERMIS'	THORNLESS COCKSPUR HAWTHORN
KOPA	KOELREUTERIA PANICULATA	GOLDENRAIN TREE
QUGA	QUERCUS GAMBELII	GAMBEL OAK

DECIDUOUS SHRUBS		
AMCA	AMORPHA CANESCENS	LEADPLANT
CACL	CARYOPTERIS X CLANDONENSIS	BLUE MIST SPIREA
PEAT	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE
POFR	POTENTILLA FRUTICOSA 'TANGERINE'	TANGERINE POTENTILLA
PRBE	PRUNUS BESSEYI	WESTERN SAND CHERRY
PRPB	PRUNUS BESSEYI 'PAWNEE BUTTES'	PAWNEE BUTTES SAND CHERRY
RHAR	RHUS AROMATICA 'GRO-LOW'	GROW LOW SUMAC
RHTR	RHUS TRILOBATA	THREE LEAF SUMAC
SYPA	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC
SYVU	SYRINGA VULGARIS	COMMON LILAC

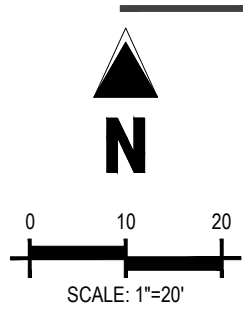
EVERGREEN SHRUBS		
CYPU	CYTISUS PURGAN 'SPANISH GOLD'	SPANISH GOLD BROOM
PIMU	PINUS MUGO 'WHITEBUD'	WHITEBUD MUGO PINE

ORNAMENTAL GRASSES		
BOGR	BOUTELOUA GRACILIS 'BLONDE AMBITION'	BLOND AMBITION BLUE GRAMA
HESE	HELIOTRICHON SEMPERVIRENS	BLUE AVENA

PERENNIAL MIX A		
ACMI	ACHILLEA MILLEFOLEUM 'PAPRIKA'	PAPRIKA YARROW
AUSA	AURNIA SAXATILIS	BASKET OF GOLD
DEME	DELOSPERMA 'MESA VERDE'	MESA VERDE ICE PLANT
NATE	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS
SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

PERENNIAL MIX B		
ACTE	ACHILLEA MILLEFOLEUM 'TERRA COTTA'	TERRA COTTA YARROW
AGPS	AGASTACHE 'APACHE SUNSET'	APACHE SUNSET HYSSOP
ESCA	ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY
NATE	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS
SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

MISCELLANEOUS		
XERISCAPE SEED MIX	100% LOW GROW MIX AVAILABLE THROUGH ARKANSAS VALLEY SEED. SEE SEED NOTES SHEET L2.0	
DETENTION BASIN SEED MIX	DETENTION BASIN SEED MIX CONSISTENT WITH REQUIREMENTS BY CITY OF FORT COLLINS. SEE SEED NOTES SHEET L2.0	
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ROCK TYPE B - MEDIUM MULTICOLOR RIVER ROCK	BUTTER BREEZE SCREENED TO 3/4" AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL	
TAN BREEZE	PREMIUM TRAIL MIX 1/4" MINUS AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL	
BROWN TRAIL BREEZE	DARK BROWN SHREDDED CEDAR MULCH TO BE USED FOR MULCH RINGS AT ALL PLANTS AND IN PERENNIAL BEDS.	
WOOD MULCH	BLACK STEEL EDGING, SEE LANDSCAPE NOTES	
STEEL EDGING		



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Project No:	JLH00001
Drawn By:	SRA
Checked By:	TTN
Date:	03.13.2020

MATCHLINE-SEE SHEET L1.11

MATCHLINE-SEE SHEET L1.06

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MATCHLINE-SEE SHEET L1.18



PLANTING LEGEND

LEGEND		
ABBREV	BOTANIC NAME	COMMON NAME

DECIDUOUS TREES

ACFR	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE
CASP	CATALPA SPECIOSA	WESTERN CATALPA
CEOC	CELTIS OCCIDENTALIS	COMMON HACKBERRY
GLTR	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST
GYDI	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE
PLAC	PLATANUS X ACERIFOLIA 'MORTON CIRCLE'	EXCLAMATION LONDON PLANETREE
QUAL	QUERCUS ALBA	WHITE OAK
QUMA	QUERCUS MACROCARPA	BUR OAK
QURO	QUERCUS ROBUR	ENGLISH OAK

EVERGREEN TREES

PIAR	PINUS ARISTATA	BRISTLEcone PINE
PIED	PINUS EDULIS	PINYON PINE
PIPO	PINUS PONDEROSA	PONDEROSA PINE

ORNAMENTAL TREES

ACTA	ACER TATARICUM 'HOT WINGS'	HOT WINGS MAPLE
CRCR	CRATAEGUS CRUS-GALLI 'INERMIS'	THORNLESS COCKSPUR HAWTHORN
KOPA	KOELREUTERIA PANICULATA	GOLDENRAIN TREE
QUGA	QUERCUS GAMBELII	GAMBEL OAK

DECIDUOUS SHRUBS

AMCA	AMORPHA CANESCENS	LEADPLANT
CACL	CARYOPTERIS X CLANDONENSIS	BLUE MIST SPIREA
PEAT	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE
POFR	POTENTILLA FRUTICOSA 'TANGERINE'	TANGERINE POTENTILLA
PRBE	PRUNUS BESSEYI	WESTERN SAND CHERRY
PRPB	PRUNUS BESSEYI 'PAWNEE BUTTES'	PAWNEE BUTTES SAND CHERRY
RHAR	RHUS AROMATICA 'GRO-LOW'	GROW LOW SUMAC
RHTR	RHUS TRILOBATA	THREE LEAF SUMAC
SYPA	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC
SYVU	SYRINGA VULGARIS	COMMON LILAC

EVERGREEN SHRUBS

CYPU	CYTISUS PURGAN 'SPANISH GOLD'	SPANISH GOLD BROOM
PIMU	PINUS MUGO 'WHITEBUD'	WHITEBUD MUGO PINE

ORNAMENTAL GRASSES

BOGR	BOUTELOUA GRACILLIS 'BLONDE AMBITION'	BLOND AMBITION BLUE GRAMA
HESE	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA

PERENNIAL MIX A

ACMI	ACHILLEA MILLEFOLEUM 'PAPRIKA'	PAPRIKA YARROW
AUSA	AURNIA SAXATILIS	BASKET OF GOLD
DEME	DELOSPERMA 'MESA VERDE'	MESA VERDE ICE PLANT
NATE	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS
SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

PERENNIAL MIX B

ACTE	ACHILLEA MILLEFOLEUM 'TERRA COTTA'	TERRA COTTA YARROW
AGPS	AGASTACHE 'APACHE SUNSET'	APACHE SUNSET HYSSOP
ESCA	ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY
NATE	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS
SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

MISCELLANEOUS

XERISCAPE SEED MIX	100% LOW GROW MIX AVAILABLE THROUGH ARKANSAS VALLEY SEED. SEE SEED NOTES SHEET L2.0
DETENTION BASIN SEED MIX	DETENTION BASIN SEED MIX CONSISTENT WITH REQUIREMENTS BY CITY OF FORT COLLINS. SEE SEED NOTES SHEET L2.0
ROCK TYPE C - LARGE MULTICOLOR ROCK COBBLE	5-12" GREY ROSE COBBLESTONE. AS AVAILABLE THROUGH PIONEER OR 3/4" BUTTER ROCK. AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL.
ROCK TYPE A - SMALL TAN ROCK	1-3" WASHED RIVER ROCK. AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL.
ROCK TYPE B - MEDIUM MULTICOLOR RIVER ROCK	BUTTER BREEZE SCREENED TO 3/4" AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL.
TAN BREEZE	PREMIUM TRAIL MIX 1/4" MINUS AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL.
BROWN TRAIL BREEZE	DARK BROWN SHREDDED CEDAR MULCH TO BE USED FOR MULCH RINGS AT ALL PLANTS AND IN PERENNIAL BEDS.
WOOD MULCH	BLACK STEEL EDGING, SEE LANDSCAPE NOTES
STEEL EDGING	

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THE RIDGE AT JOHNSTOWN FILING1
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J-25 LAND HOLDINGS

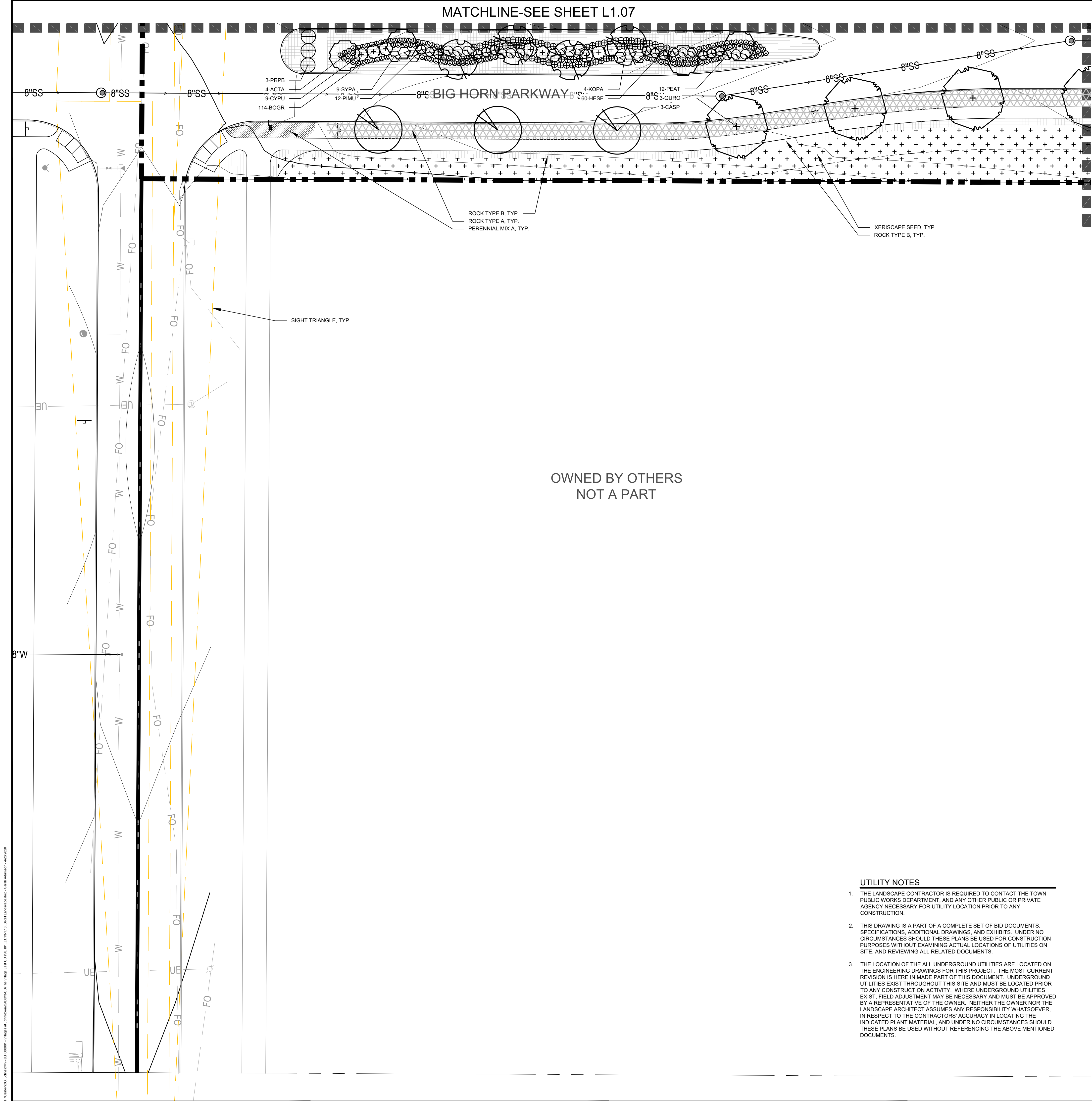
JOHNSTOWN, CO

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Project No:	JLH00001
Drawn By:	SRA
Checked By:	TTN
Date:	03.13.2020

LANDSCAPE PLAN

L1.12



PLANTING LEGEND		
LEGEND		
ABBREV	BOTANIC NAME	COMMON NAME

DECIDUOUS TREES		
ACFR	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE
CASP	CATALPA SPECIOSA	WESTERN CATALPA
CEOC	CELTIS OCCIDENTALIS	COMMON HACKBERRY
GLTR	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST
GYDI	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE
PLAC	PLATANUS X ACERIFOLIA 'MORTON CIRCLE'	EXCLAMATION LONDON PLANETREE
QUAL	QUERCUS ALBA	WHITE OAK
QUMA	QUERCUS MACROCARPA	BUR OAK
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EVERGREEN TREES		
PIAR	PINUS ARISTATA	BRISTLEcone PINE
PIED	PINUS EDULIS	PINYON PINE
PIPO	PINUS PONDEROSA	PONDEROSA PINE

ORNAMENTAL TREES		
ACTA	ACER TATARICUM 'HOT WINGS'	HOT WINGS MAPLE
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KOPA	KOELREUTERIA PANICULATA	GOLDENRAIN TREE
QUGA	QUERCUS GAMBELII	GAMBEL OAK

DECIDUOUS SHRUBS		
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CACL	CARYOPTERIS X CLANDONENSIS	BLUE MIST SPIREA
PEAT	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE
POFR	POTENTILLA FRUTICOSA 'TANGERINE'	TANGERINE POTENTILLA
PRBE	PRUNUS BESSEYI	WESTERN SAND CHERRY
PRPB	PRUNUS BESSEYI 'PAWNEE BUTTES'	PAWNEE BUTTES SAND CHERRY
RHAR	RHUS AROMATICA 'GRO-LOW'	GROW LOW SUMAC
RHTR	RHUS TRILOBATA	THREE LEAF SUMAC
SYPA	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC
SYVU	SYRINGA VULGARIS	COMMON LILAC

EVERGREEN SHRUBS		
CYPU	CYTISUS PURGAN 'SPANISH GOLD'	SPANISH GOLD BROOM
PIMU	PINUS MUGO 'WHITEBUD'	WHITEBUD MUGO PINE

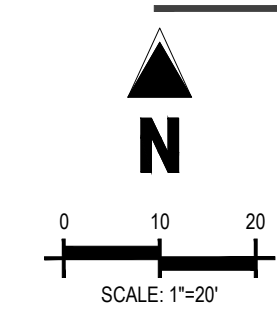
ORNAMENTAL GRASSES		
BOGR	BOUTELOUA GRACILLIS 'BLONDE AMBITION'	BLOND AMBITION BLUE GRAMA
HESE	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA

PERENNIAL MIX A		
ACMI	ACHILLEA MILLEFOLIUM 'PAPRIKA'	PAPRIKA YARROW
AUSA	AURINIA SAXATILIS	BASKET OF GOLD
DEME	DELOSPERMA 'MESA VERDE'	MESA VERDE ICE PLANT
NATE	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS
SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

PERENNIAL MIX B		
ACTE	ACHILLEA MILLEFOLIUM 'TERRA COTTA'	TERRA COTTA YARROW
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ESCA	ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY
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MISCELLANEOUS		
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WOOD MULCH	DARK BROWN SHREDDED CEDAR MULCH TO BE USED FOR MULCH RINGS AT ALL PLANTS AND IN PERENNIAL BEDS.	
STEEL EDGING	BLACK STEEL EDGING, SEE LANDSCAPE NOTES	

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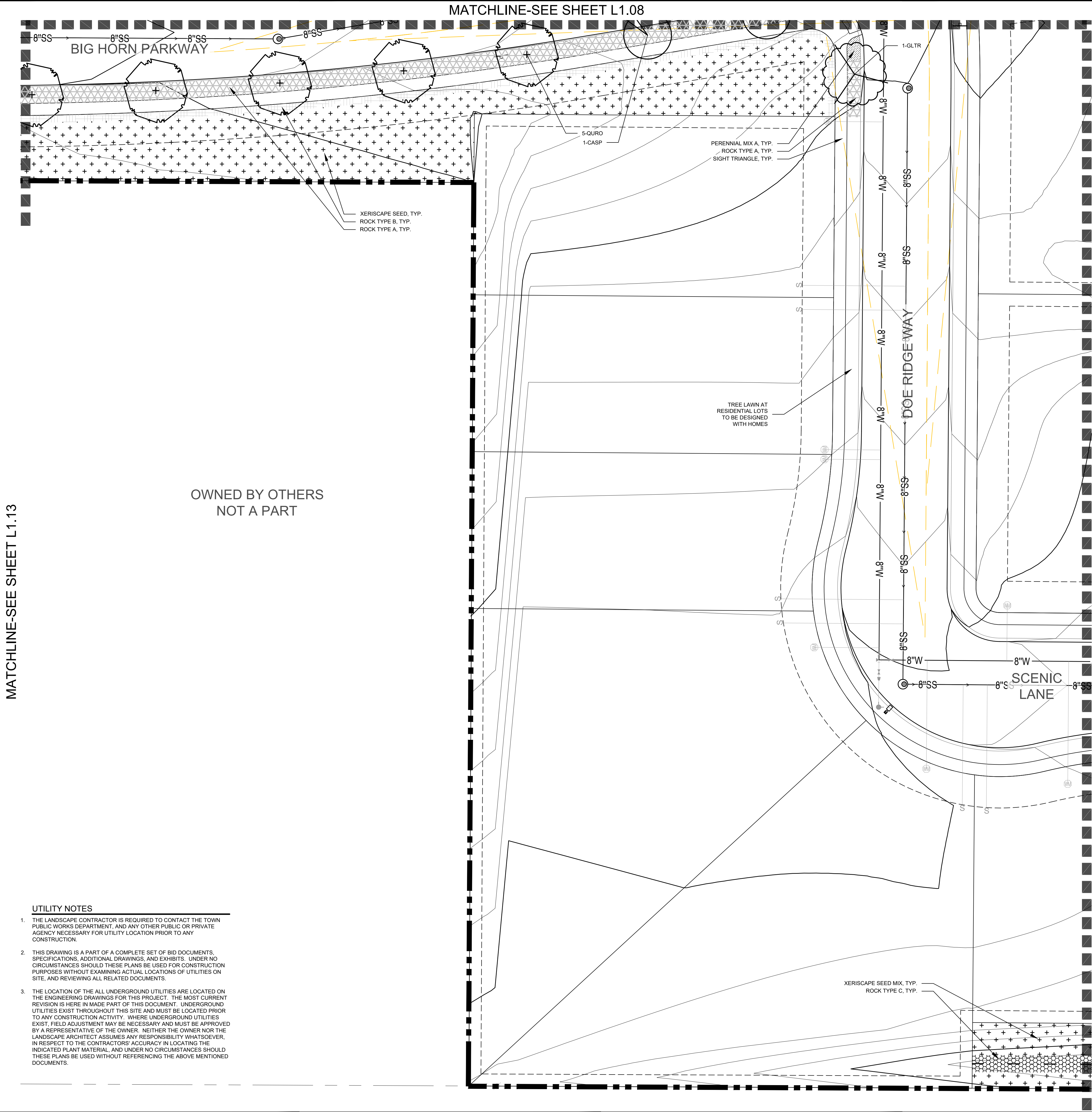
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2	04/28/20	Landscape Resubmittal	SRA
3			
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Project No: JLH00001
Drawn By: SRA
Checked By: TTN
Date: 03.13.2020

LANDSCAPE PLAN

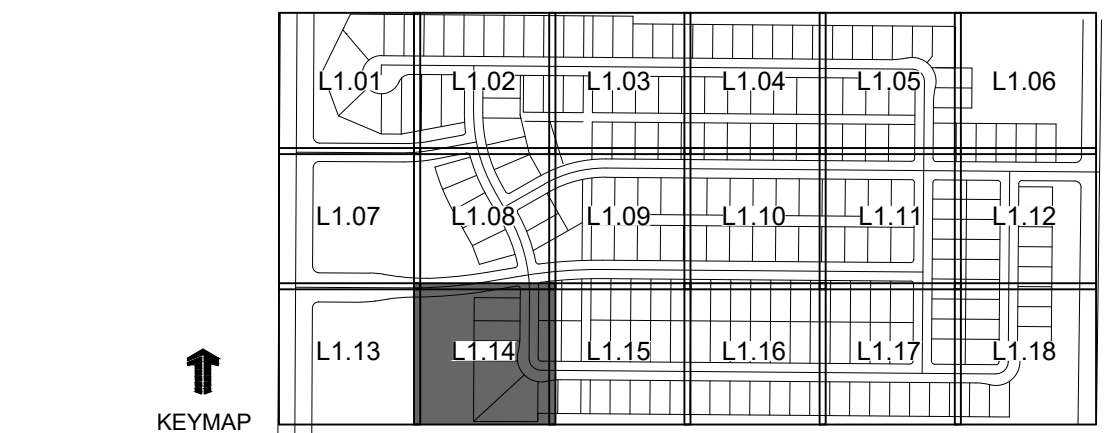
L1.13

MATCHLINE-SEE SHEET L1.13



OWNED BY OTHERS
NOT A PART

MATCHLINE-SEE SHEET L1.15



PLANTING LEGEND
LEGEND
ABBREV. BOTANIC NAME COMMON NAME

DECIDUOUS TREES		
ACFR	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE
CASP	CATALPA SPECIOSA	WESTERN CATALPA
CEOC	CELTIS OCCIDENTALIS	COMMON HACKBERRY
GLTR	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST
GYDI	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE
PLAC	PLATANUS X ACERIFOLIA 'MORTON CIRCLE'	EXCLAMATION LONDON PLANETREE
QUAL	QUERCUS ALBA	WHITE OAK
QUMA	QUERCUS MACROCARPA	BUR OAK
QURO	QUERCUS ROBUR	ENGLISH OAK

EVERGREEN TREES		
PIAR	PINUS ARISTATA	BRISTLEcone PINE
PIED	PINUS EDULIS	PINYON PINE
PIPO	PINUS PONDEROSA	PONDEROSA PINE

ORNAMENTAL TREES		
ACTA	ACER TATARICUM 'HOT WINGS'	HOT WINGS MAPLE
CRCR	CRATAEGUS CRUS-GALLI 'INERMIS'	THORNLESS COCKSPUR HAWTHORN
KOPA	KOELREUTERIA PANICULATA	GOLDENRAIN TREE
QUGA	QUERCUS GAMBELII	GAMBEL OAK

DECIDUOUS SHRUBS		
AMCA	AMORPHA CANESCENS	LEADPLANT
CAQL	CARYOPTERIS X CLANDONENSIS	BLUE MIST SPIREA
PEAT	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE
POFR	POTENTILLA FRUTICOSA 'TANGERINE'	TANGERINE POTENTILLA
PRBE	PRUNUS BESSEYI	WESTERN SAND CHERRY
PRPB	PRUNUS BESSEYI 'PAWNEE BUTTES'	PAWNEE BUTTES SAND CHERRY
RHAR	RHUS AROMATICA 'GRO-LOW'	GROW LOW SUMAC
RHTR	RHUS TRILOBATA	THREE LEAF SUMAC
SYPA	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC
SYVU	SYRINGA VULGARIS	COMMON LILAC

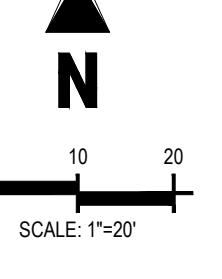
EVERGREEN SHRUBS		
CYPU	CYTISUS PURGAN 'SPANISH GOLD'	SPANISH GOLD BROOM
PIMU	PINUS MUGO 'WHITEBUD'	WHITEBUD MUGO PINE

ORNAMENTAL GRASSES		
BOGR	BOUTELOUA GRACILLIS 'BLONDE AMBITION'	BLOND AMBITION BLUE GRAMA
HESE	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA

PERENNIAL MIX A		
ACMI	ACHILLEA MILLEFOLEUM 'PAPRIKA'	PAPRIKA YARROW
AUSA	AURNIA SAXATILIS	BASKET OF GOLD
DEME	DELOSPERMA 'MESA VERDE'	MESA VERDE ICE PLANT
NATE	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS
SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

PERENNIAL MIX B		
ACTE	ACHILLEA MILLEFOLEUM 'TERRA COTTA'	TERRA COTTA YARROW
AGPS	AGASTACHE 'APACHE SUNSET'	APACHE SUNSET HYSSOP
ESCA	ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY
NATE	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS
SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

MISCELLANEOUS		
XERISCAPE SEED MIX	100% LOW GROW MIX AVAILABLE THROUGH ARKANSAS VALLEY SEED. SEE SEED NOTES SHEET L2.0	
DETENTION BASIN SEED MIX	DETENTION BASIN SEED MIX CONSISTENT WITH REQUIREMENTS BY CITY OF FORT COLLINS. SEE SEED NOTES SHEET L2.0	
ROCK TYPE C - LARGE MULTICOLOR ROCK COBBLE	5-12" GREY ROSE COBBLESTONE. AS AVAILABLE THROUGH PIONEER OR	
ROCK TYPE A - SMALL TAN ROCK	3/4" BUTTER ROCK. AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL	
ROCK TYPE B - MEDIUM MULTICOLOR RIVER ROCK	11-3" WASHED RIVER ROCK. AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL	
TAN BREEZE	BUTTER BREEZE SCREENED TO 3/4" AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL	
BROWN TRAIL BREEZE	PREMIUM TRAIL MIX 1/4" MINUS AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL	
WOOD MULCH	DARK BROWN SHREDDED CEDAR MULCH TO BE USED FOR MULCH RINGS AT ALL PLANTS AND IN PERENNIAL BEDS.	
STEEL EDGING	BLACK STEEL EDGING. SEE LANDSCAPE NOTES	



UTILITY NOTES

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Galloway

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THE RIDGE AT JOHNSTOWN FILING1
(EAST VILLAGE)
J-25 LAND HOLDINGS

JOHNSTOWN, CO

#	Date	Issue / Description	Init.
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Project No: JH000001
Drawn By: SRA
Checked By: TTN
Date: 03.13.2020

LANDSCAPE PLAN

L1.14

SCENIC LANE

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PLANTING LEGEND

LEGEND
ABBREV. BOTANIC NAME COMMON NAME

DECIDUOUS TREES

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CASP	CATALPA SPECIOSA	WESTERN CATALPA
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ORNAMENTAL GRASSES

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PERENNIAL MIX A

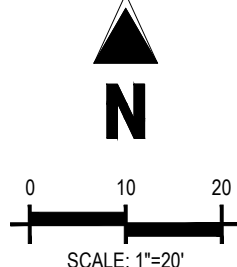
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PERENNIAL MIX B

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NATE	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS
SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

MISCELLANEOUS

XERISCAPE SEED MIX	100% LOW GROW MIX AVAILABLE THROUGH ARKANSAS VALLEY SEED. SEE SEED NOTES SHEET L2.0
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WOOD MULCH	BLACK STEEL EDGING, SEE LANDSCAPE NOTES
STEEL EDGING	



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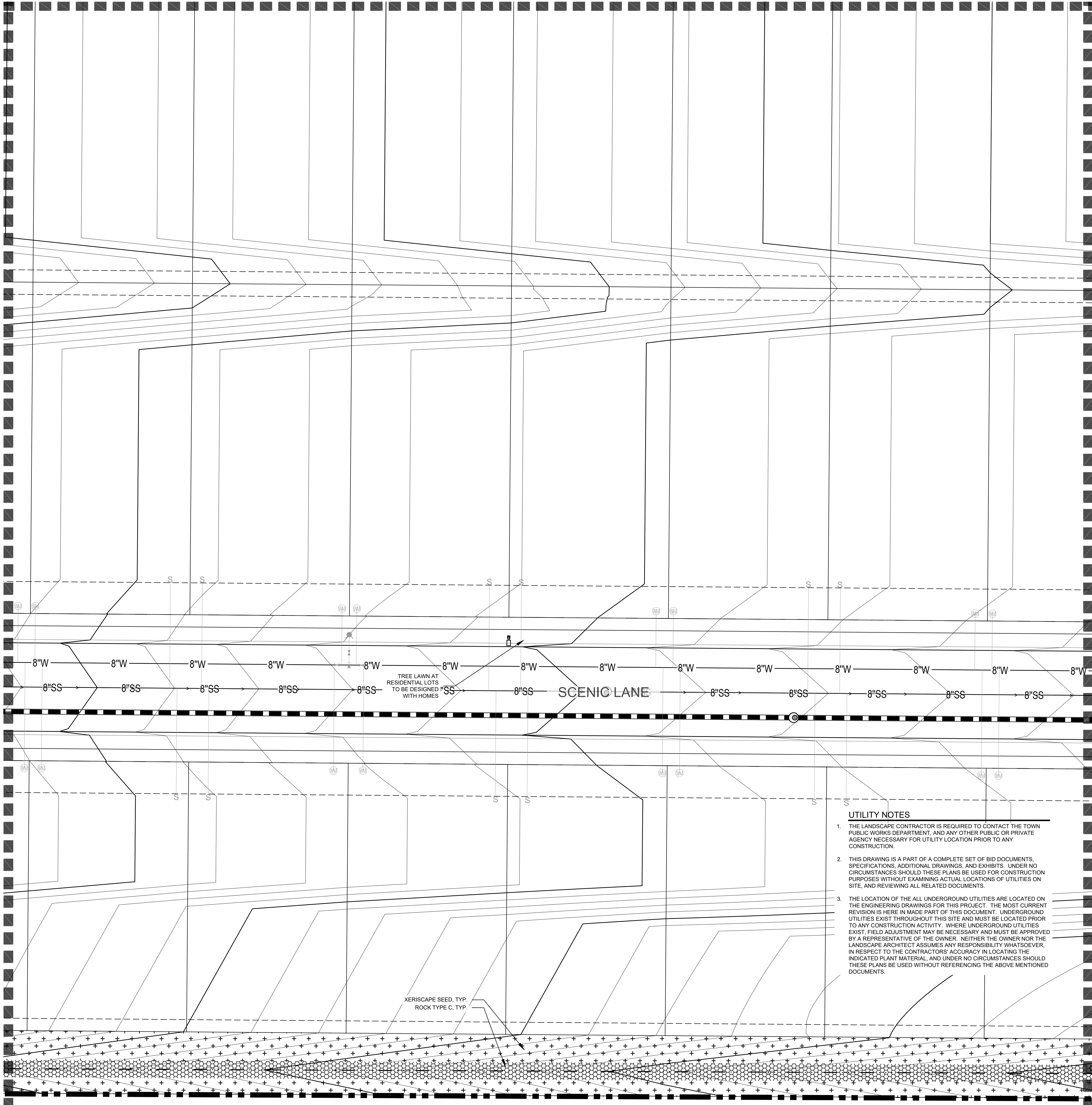
Project No:	JLH000001
Drawn By:	SRA
Checked By:	TTN
Date:	03.13.2020

LANDSCAPE PLAN

MATCHLINE-SEE SHEET L1.15

MATCHLINE-SEE SHEET L1.10

MATCHLINE-SEE SHEET L1.17



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XERISCAPE SEED, TYP.
ROCK TYPE C, TYP.

PLANTING LEGEND

LEGEND	
ABBREV.	BOTANIC NAME
	COMMON NAME

DECIDUOUS TREES

ACFR	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE
CASP	CATALPA SPECIOSA	WESTERN CATALPA
CEOC	CELTIS OCCIDENTALIS	COMMON HACKBERRY
GLTR	GLEDTISIA TRIACANTHOS INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST
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EVERGREEN TREES

PIAR	PINUS ARISTATA	BRISTLEcone PINE
PIED	PINUS EDULIS	PINYON PINE
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PERENNIAL MIX A

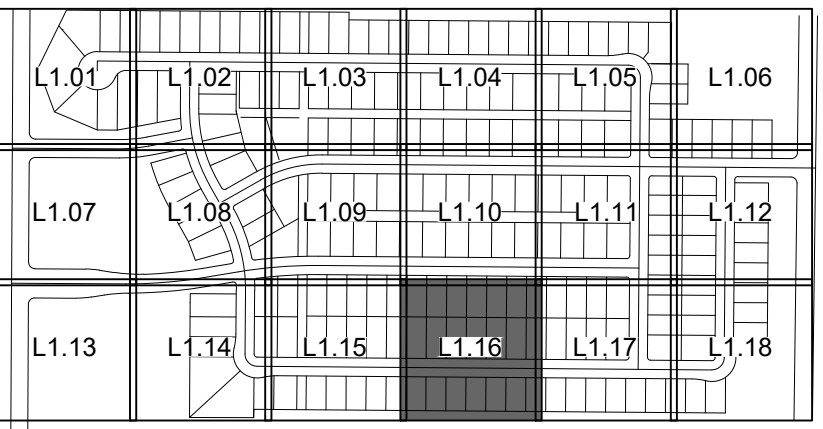
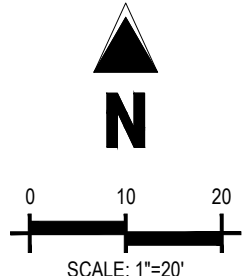
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THE RIDGE AT JOHNSTOWN FILING1
(EAST VILLAGE)
J-25 LAND HOLDINGS

JOHNSTOWN, CO

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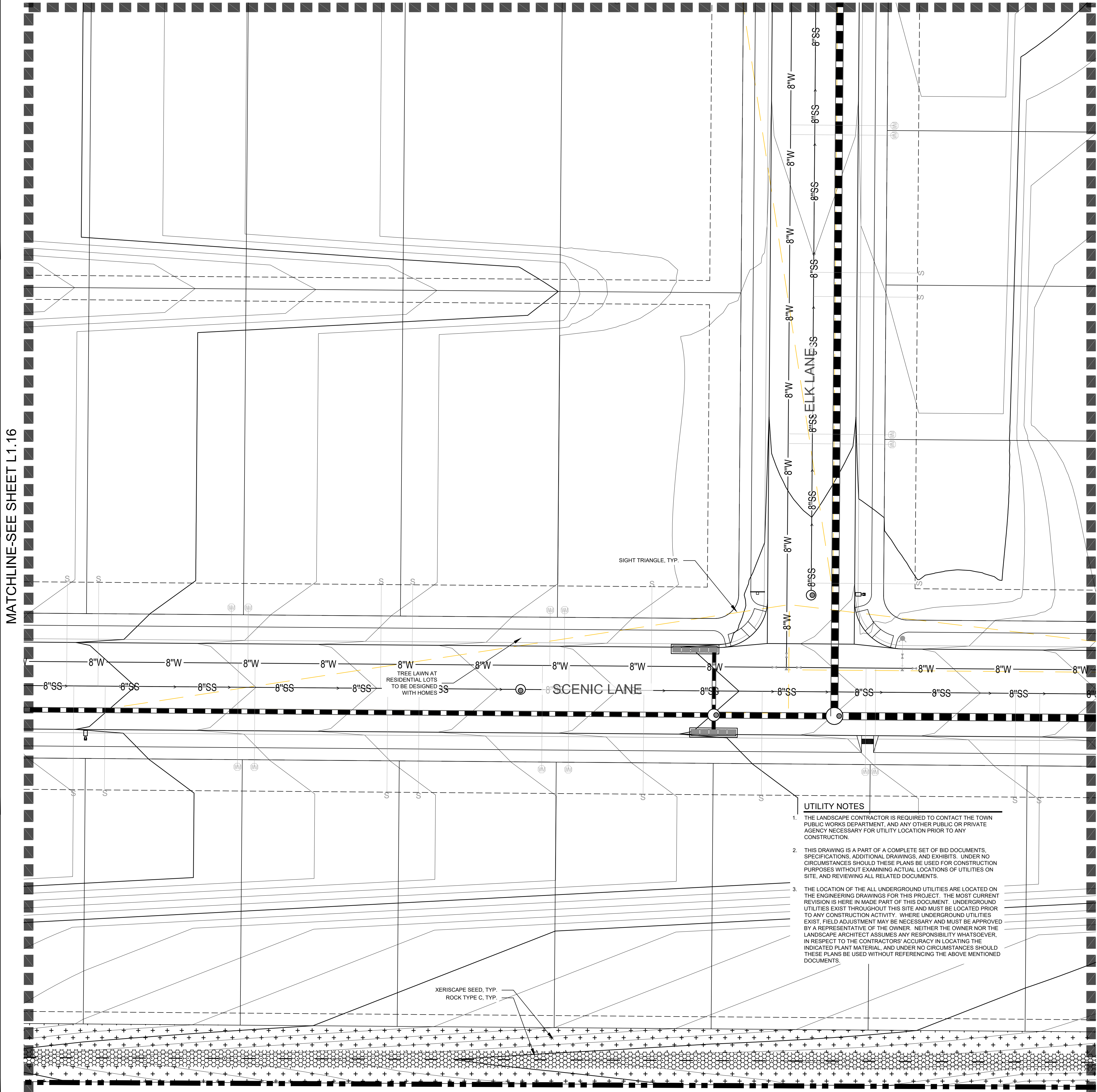
Project No: JH000001
Drawn By: SRA
Checked By: TTN
Date: 03.13.2020

LANDSCAPE PLAN

L1.16

MATCHLINE-SEE SHEET L1.16

MATCHLINE-SEE SHEET L1.11



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PLANTING LEGEND

LEGEND		
ABBREV.	BOTANIC NAME	COMMON NAME

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PRBE	PRUNUS BESSEYI	WESTERN SAND CHERRY
PRPB	PRUNUS BESSEYI 'PAWNEE BUTTES'	PAWNEE BUTTES SAND CHERRY
RHAR	RHUS AROMATICA 'GRO-LOW'	GROW LOW SUMAC
RHTR	RHUS TRILOBATA	THREE LEAF SUMAC
SYPA	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC
SYVU	SYRINGA VULGARIS	COMMON LILAC

EVERGREEN SHRUBS

CYPV	CYTISUS PURGAN 'SPANISH GOLD'	SPANISH GOLD BROOM
PIMU	PINUS MUGO 'WHITEBUD'	WHITEBUD MUGO PINE

ORNAMENTAL GRASSES

BOGR	BOUTELOUA GRACILLIS 'BLONDE AMBITION'	BLOND AMBITION BLUE GRAMA
HESE	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA

PERENNIAL MIX A

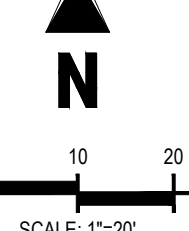
ACMI	ACHILLEA MILLEFOLEUM 'PAPRIKA'	PAPRIKA YARROW
AUSA	AURNIA SAXATILIS	BASKET OF GOLD
DEME	DELOSPERMA 'MESA VERDE'	MESA VERDE ICE PLANT
NATE	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS
SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

PERENNIAL MIX B

ACTE	ACHILLEA MILLEFOLEUM 'TERRA COTTA'	TERRA COTTA YARROW
AGPS	AGASTACHE 'APACHE SUNSET'	APACHE SUNSET HYSSOP
ESCA	ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY
NATE	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS
SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA

MISCELLANEOUS

XERISCAPE SEED MIX	100% LOW GROW MIX AVAILABLE THROUGH ARKANSAS VALLEY SEED. SEE SEED NOTES SHEET L2.0
DETENTION BASIN SEED MIX	DETENTION BASIN SEED MIX CONSISTENT WITH REQUIREMENTS BY CITY OF FORT COLLINS. SEE SEED NOTES SHEET L2.0
ROCK TYPE C - LARGE MULTICOLOR ROCK COBBLE	5-12" GREY ROSE COBBLESTONE, AS AVAILABLE THROUGH PIONEER OR 3/4" BUTTER ROCK, AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
ROCK TYPE A - SMALL TAN ROCK	11-3" WASHED RIVER ROCK, AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
ROCK TYPE B - MEDIUM MULTICOLOR RIVER ROCK	BUTTER BREEZE SCREENED TO 3/4" AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
TAN BREEZE	PREMIUM TRAIL MIX 1/4" MINUS AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL
BROWN TRAIL BREEZE	DARK BROWN SHREDDED CEDAR MULCH TO BE USED FOR MULCH RINGS AT ALL PLANTS AND IN PERENNIAL BEDS.
WOOD MULCH	BLACK STEEL EDGING, SEE LANDSCAPE NOTES
STEEL EDGING	



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THE RIDGE AT JOHNSTOWN FILING1
(EAST VILLAGE)
J-25 LAND HOLDINGS

JOHNSTOWN, CO

#	Date	Issue / Description	Init.
1	12/17/19	Landscape Set Updates	SRA
2	04/28/20	Landscape Resubmittal	SRA
3			
4			
5			
6			
7			
8			
9			
10			

Project No:	JLH000001
Drawn By:	SRA
Checked By:	TTN
Date:	03.13.2020

LANDSCAPE PLAN

L1.17

MATCHLINE-SEE SHEET L1.17

MATCHLINE-SEE SHEET L1.12

UTILITY NOTES

1. THE LANDSCAPE CONTRACTOR IS REQUIRED TO CONTACT THE TOWN PUBLIC WORKS DEPARTMENT, AND ANY OTHER PUBLIC OR PRIVATE AGENCY NECESSARY FOR UTILITY LOCATION PRIOR TO ANY CONSTRUCTION.
2. THIS DRAWING IS A PART OF A COMPLETE SET OF BID DOCUMENTS, SPECIFICATIONS, ADDITIONAL DRAWINGS, AND EXHIBITS. UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED FOR CONSTRUCTION PURPOSES WITHOUT EXAMINING ACTUAL LOCATIONS OF UTILITIES ON SITE, AND REVIEWING ALL RELATED DOCUMENTS.
3. THE LOCATION OF THE ALL UNDERGROUND UTILITIES ARE LOCATED ON THE ENGINEERING DRAWINGS FOR THIS PROJECT. THE MOST CURRENT REVISION IS HERE IN MADE PART OF THIS DOCUMENT. UNDERGROUND UTILITIES EXIST THROUGHOUT THIS SITE AND MUST BE LOCATED PRIOR TO ANY CONSTRUCTION ACTIVITY. WHERE UNDERGROUND UTILITIES EXIST, FIELD ADJUSTMENT MAY BE NECESSARY AND MUST BE APPROVED BY A REPRESENTATIVE OF THE OWNER. NEITHER THE OWNER NOR THE LANDSCAPE ARCHITECT ASSUMES ANY RESPONSIBILITY WHATSOEVER IN RESPECT TO THE CONTRACTORS' ACCURACY IN LOCATING THE INDICATED PLANT MATERIAL, AND UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED WITHOUT REFERENCING THE ABOVE MENTIONED DOCUMENTS.



PLANTING LEGEND

LEGEND		
ABBREV	BOTANIC NAME	COMMON NAME

DECIDUOUS TREES

ACFR	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE
CASP	CATALPA SPECIOSA	WESTERN CATALPA
CEOC	CELTIS OCCIDENTALIS	COMMON HACKBERRY
GLTR	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST
GYDI	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE
PLAC	PLATANUS X ACERIFOLIA 'MORTON CIRCLE'	EXCLAMATION LONDON PLANETREE
QUAL	QUERCUS ALBA	WHITE OAK
QUMA	QUERCUS MACROCARPA	BUR OAK
QURO	QUERCUS ROBUR	ENGLISH OAK

EVERGREEN TREES

PIAR	PINUS ARISTATA	BRISTLECONE PINE
PIED	PINUS EDULIS	PINYON PINE
PIPO	PINUS PONDEROSA	PONDEROSA PINE

ORNAMENTAL TREES

ACTA	ACER TATARICUM 'HOT WINGS'	HOT WINGS MAPLE
CRCR	CRATAEGUS CRUS-GALLI 'INERMIS'	THORNLESS COCKSPUR HAWTHORN
KOPA	KOELREUTERIA PANICULATA	GOLDENRAIN TREE
QUGA	QUERCUS GAMBELII	GAMBEL OAK

DECIDUOUS SHRUBS

AMCA	AMORPHA CANESCENS	LEADPLANT
CACL	CARYOPTERIS X CLANDONENSIS	BLUE MIST SPIREA
PEAT	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE
POFR	POTENTILLA FRUTICOSA 'TANGERINE'	TANGERINE POTENTILLA
PRBE	PRUNUS BESSEYI	WESTERN SAND CHERRY
PRPB	PRUNUS BESSEYI 'PAWNEE BUTTES'	PAWNEE BUTTES SAND CHERRY
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PERENNIAL MIX A

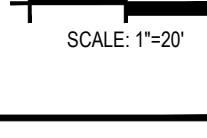
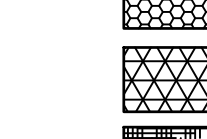
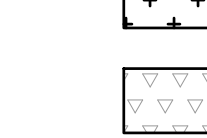
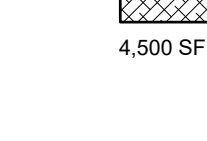
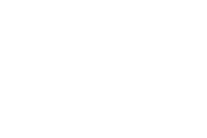
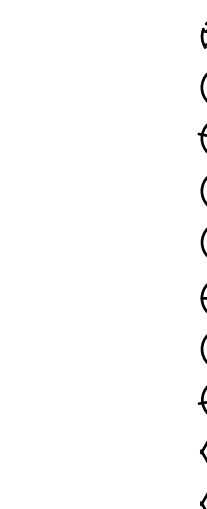
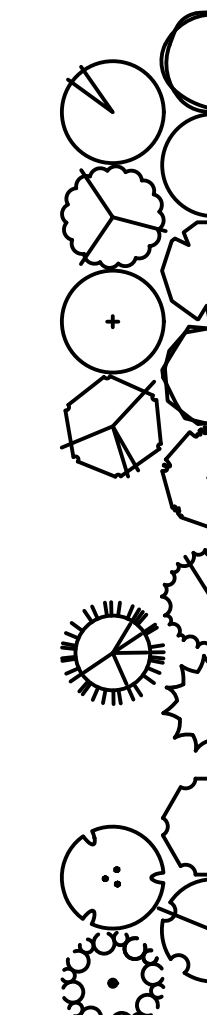
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STEEL EDGING	



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THE RIDGE AT JOHNSTOWN FILING1
(EAST VILLAGE)
J-25 LAND HOLDINGS

JOHNSTOWN, CO

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Project No:	JLH000001
Drawn By:	SRA
Checked By:	TTN
Date:	03.13.2020

LANDSCAPE PLAN

L1.18

PLANTING NOTES

- GENERAL
- ALL WORK SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES, STANDARDS, AND SPECIFICATIONS.
 - LANDSCAPE DESIGN IS DIAGRAMMATIC IN NATURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN TAKEOFFS AND QUANTITY CALCULATIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE LANDSCAPE LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN SHALL TAKE PRECEDENCE AND NOTIFY THE LANDSCAPE ARCHITECT OF THESE DISCREPANCIES. MINOR ADJUSTMENTS TO THE LANDSCAPE MATERIAL AND LOCATIONS MAY BE PROPOSED FOR CITY CONSIDERATION AT THE CONSTRUCTION DOCUMENT STAGE TO RESPOND TO MARKET AND FIELD CONDITIONS. HOWEVER, THERE SHALL BE NO REDUCTION IN THE NUMBER AND SIZE OF MATERIALS.
 - CONTRACTOR SHALL MAKE HIMSELF AWARE OF THE LOCATIONS OF EXISTING AND PROPOSED UTILITIES, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE UTILITIES AND/OR ANY INJURY TO ANY PERSON. THIS DRAWING IS PART OF A COMPLETE SET OF CONTRACT DOCUMENTS. UNDER NO CIRCUMSTANCES SHOULD THIS PLAN BE USED FOR CONSTRUCTION PURPOSES WITHOUT EXAMINING ACTUAL LOCATIONS OF UTILITIES ON SITE AND REVIEW ALL RELATED PLANS AND DOCUMENTS.
 - ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT.
 - THE CONTRACTOR SHALL TAKE EXTREME CARE NOT TO DAMAGE ANY EXISTING PLANTS INDICATED AS "TO REMAIN". ANY SUCH PLANTS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH THE SAME SPECIES, SIZE, AND QUANTITY AT THE CONTRACTOR'S OWN EXPENSE, AND AS ACCEPTABLE TO THE OWNER. REFER TO THE TREE PROTECTION NOTES ON THE PLANS (AS APPLICABLE).
 - LANDSCAPE CONTRACTOR SHALL EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE GENERAL CONTRACTOR IN WRITING OF UNSATISFACTORY CONDITIONS. IF SITE CONDITIONS OR PLANT AVAILABILITY REQUIRE CHANGES TO THE PLAN, THEN AN APPROVAL WILL BE OBTAINED FROM THE CITY. DO NOT PROCEED UNTIL CONDITIONS HAVE BEEN CORRECTED.
 - ALL CONSTRUCTION DEBRIS AND MATERIAL SHALL BE REMOVED AND CLEANED OUT PRIOR TO INSTALLATION OF TOPSOIL, TREES, SHRUBS, AND TURF.
 - FOR ALL INFORMATION ON SURFACE MATERIAL OF WALKS, DRIVES, AND PARKING LOTS, SEE THE SITE PLAN. SEE PHOTOMETRIC PLAN FOR FREE STANDING LIGHTING INFORMATION.
 - THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
 - WINTER WATERING SHALL BE AT THE EXPENSE OF THE CONTRACTOR UNTIL SUCH TIME AS FINAL ACCEPTANCE IS RECEIVED.
 - ALL LANDSCAPE CONSTRUCTION PRACTICES, WORKMANSHIP, AND ETHICS SHALL BE IN ACCORDANCE WITH INDUSTRY STANDARDS SET FORTH IN THE CONTRACTORS HANDBOOK PUBLISHED BY THE COLORADO LANDSCAPE CONTRACTORS ASSOCIATION.
 - LANDSCAPE AND IRRIGATION WORK FOR EACH SINGLE FAMILY LOT SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY.
- FINISH GRADING AND SOIL PREPARATION
- CONTRACTOR SHALL CONSTRUCT AND MAINTAIN FINISH GRADES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GEOTECHNICAL REPORT, THE GRADING PLANS, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BYING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER.
 - AFTER FINISH GRADING HAVE BEEN ESTABLISHED, IT IS RECOMMENDED THAT THE CONTRACTOR SHALL HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY FOR THE FOLLOWING: GENERAL SOIL FERTILITY, PH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT. EACH SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL. CONTRACTOR SHALL ALSO SUBMIT THE PROJECTS PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL MIXES, PRE-PLANT FERTILIZER APPLICATIONS, AND ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
 - THE CONTRACTOR SHALL RECOMMEND INSTALLATION OF SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT FOR THE THE OWNER/OWNER'S REPRESENTATIVE CONSIDERATION.
 - AT A MINIMUM, ALL TOPSOIL SHALL BE AMENDED WITH NITROGEN STABILIZED ORGANIC AMENDMENT COMPOST AT A RATE OF 5.0 CUBIC YARDS AND AMMONIUM PHOSPHATE 16-20-0 AT A RATE OF 15 POUNDS PER THOUSAND SQUARE FEET OF LANDSCAPE AREA. COMPOST SHALL BE MECHANICALLY INTEGRATED INTO THE TOP 6" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING. GROUND COVER & PERENNIAL BED AREAS SHALL BE AMENDED AT A RATE OF 8 CUBIC FEET PER THOUSAND SQUARE FEET OF NITROGEN STABILIZED ORGANIC AMENDMENT AND 10 LBS. OF 12-12-12 FERTILIZER PER CU. YD, ROTOTILLED TO A DEPTH OF 8". NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED FOR ORGANIC AMENDMENTS.

IRRIGATION CONCEPT

- AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A QUALIFIED IRRIGATION CONTRACTOR.
- THE IRRIGATION SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE WATER SOURCE IF APPLICABLE.
- ALL NON-TURF/SEED PLANTED AREAS WILL BE DRIP IRRIGATED. SEED SHALL RECEIVE TEMPORARY POP-UP SPRAY IRRIGATION FOR HEAD TO HEAD COVERAGE UNTIL ESTABLISHMENT.
- ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
- THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSORS, AND SMART MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.
- ALL XERISCAPE AND SEEDED AREAS MUST BE IRRIGATED TO ESTABLISHMENT AND MAINTAINED APPROPRIATELY.

LANDSCAPE GUARANTEE AND MAINTENANCE

- THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S ACCEPTANCE. THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
- THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A NEAT, CLEAN, AND HEALTHY CONDITION FOR A PERIOD OF 90 DAYS. THIS SHALL INCLUDE PROPER PRUNING, MOWING AND AERATION OF LAWNS, WEEDING, REPLACEMENT OF MULCH, REMOVAL OF LITTER, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. IRRIGATION SHALL BE MAINTAINED IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON AND TO MAXIMIZE WATER CONSERVATION. IF SITE OPENS DURING WINTER, TO AVOID FREEZE DAMAGE ON PLANTINGS, THE 90 DAYS SHOULD BEGIN AFTER ACCEPTANCE OF THE WORK.
- DURING THE LANDSCAPE MAINTENANCE PERIOD, THE LANDSCAPE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM STRUCTURES IN ALL LANDSCAPE AREAS AT THE MINIMUM SLOPE SPECIFIED IN THE GEOTECHNICAL REPORT. LANDSCAPE AREAS WHICH SETTLE AND CREATE THE POTENTIAL FOR PONDING SHALL BE REPAIRED TO ELIMINATE PONDING POTENTIAL AND BLEND IN WITH THE SURROUNDING GRADES. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GEOTECHNICAL REPORT, THE GRADING PLANS, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER.

SEED NOTES

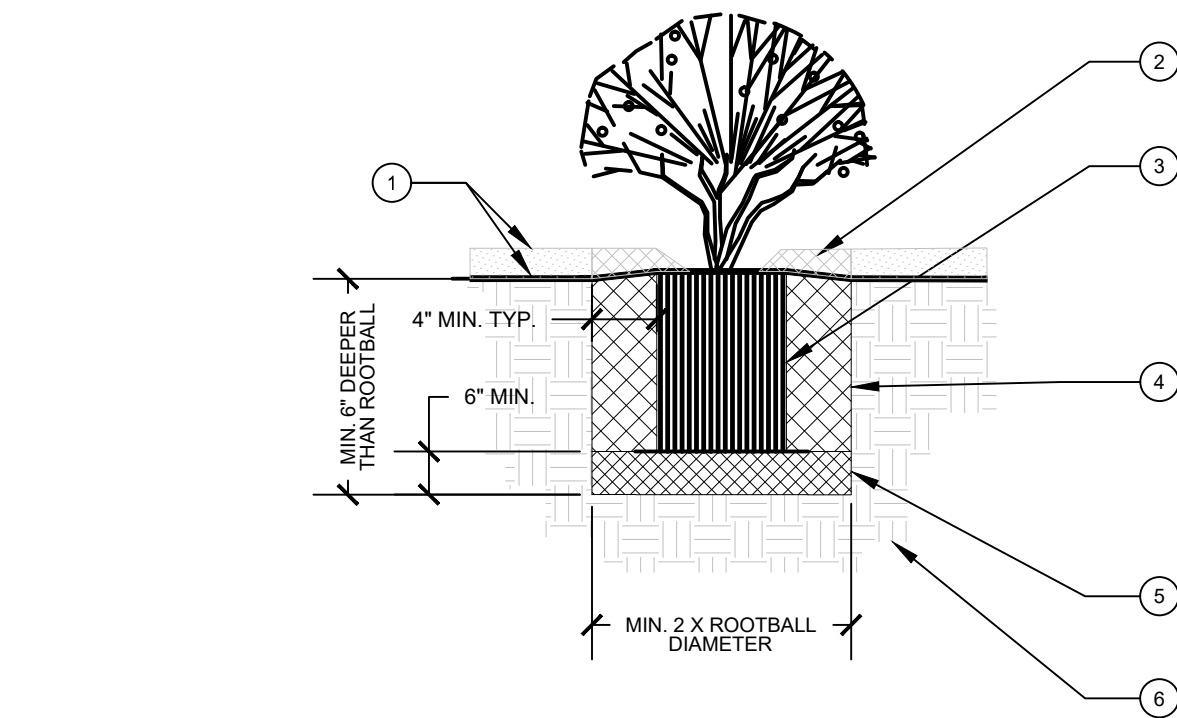
- | | SEED ESTABLISHMENT NOTES |
|--|---|
| 1. LOW GROW SEED MIXE IS AVAILABLE THROUGH ARKANSAS VALLEY SEED COMPANY | 1. THE LANDSCAPE CONTRACTOR SHALL SEED ALL NATIVE SEED AREAS AS SOON AS POSSIBLE AFTER COMPLETION OF GRADING OPERATIONS. SOIL PREPARATION MEASURES IN AREAS TO BE SEEDED SHALL BE COMPLETED PRIOR TO SEEDING. |
| 2. DETENTION BASIN SEED MIX SHALL BE CONSISTENT WITH FORT COLLINS STANDARDS (SEE BELOW). | 2. FOR PROPER ESTABLISHMENT, SEED SHALL BE INSTALLED WHEN AT LEAST THREE MONTHS REMAIN IN THE GROWING SEASON. IF LESS THAN THREE MONTHS REMAIN IN THE GROWING SEASON AT THE TIME OF SEEDING, THE LANDSCAPE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT AND OWNER. THE IRRIGATION SYSTEM FOR SEEDED AREAS SHALL BE FULLY OPERATIONAL AT THE TIME OF SEEDING. |
| 3. ALL SEED APPLICATIONS SHALL BE DRILL SEEDED, WITH HYDROSEEDERY APPLIED OVER THE SEED BED AFTER SEEDING. THE SLURRY MIX SHALL CONTAIN THE FOLLOWING: | 3. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ADDITIONAL CORRECTIVE MEASURES, AT HIS OWN COST, TO SATISFY ESTABLISHMENT REQUIREMENTS AND ENSURE TIMELY CLOSEOUT. |
- | | LBS/1,000 SF |
|-----------------------------|--------------|
| WOOD FIBER MULCH | 46 |
| 15-15-15 ORGANIC FERTILIZER | 9 |
| ORGANIC BINDER | 4 |

'FORT COLLINS DETENTION BASIN MIX'

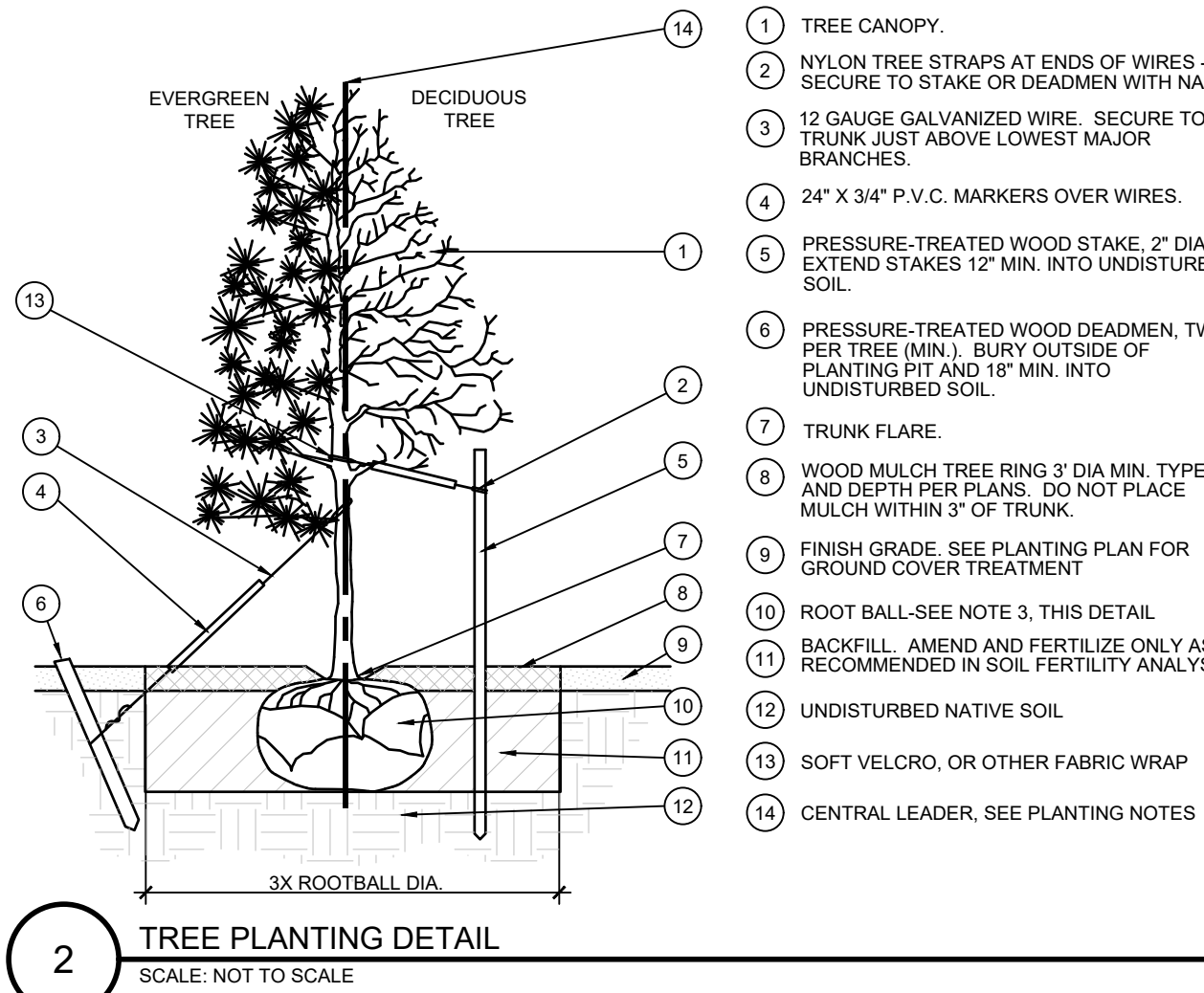
LBS(PLS) / AC	SCIENTIFIC NAME	COMMON NAME
0.17	COREOPSIS TINCTORIA	PLAINS COREOPSIS
0.65	DALEA CANDIDA	WHITE PRAIRIE CLOVER
0.81	DALEA PURPUREA	PURPLE PRAIRIE CLOVER
1.85	GAILLARDIA ARISTATA	INDIAN BLANKETFLOWER
0.2	RATBIDA COLUMNIFERA	MEXICAN HAT
1.13	ACHNATHERUM HYMENOIDES	INDIAN RICEGRASS
1.15	BOUTELOUA CURTIPENDULA	SIDEOTS GRAMA
3.27	BOUTELOUA DACTYLOIDES	BUFFALOGRASS
0.25	BOUTELOUA GRACILIS	BLUE GRAMA
0.35	DISTICHLIS STRICTA	INLAND SALTGRASS
0.95	ELYMUS ELYMOIDES	BOTTLEBRUSH SCIRRELTAIL
1.36	ELYMUS LANCEOLATUS SSP. LANCEOLATUS	STREAMBANK WHEATGRASS
0.08	KOELERIA MACRANTHA	PRAIRIE JUNEGRASS
1.61	PASCOPYRUM SMITHII	WESTERN WHEATGRASS
0.7	SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM

- PLANTING
- ALL DECIDUOUS TREES SHALL HAVE FULL, WELL-SHAPED HEADS/ALL EVERGREENS SHALL BE UNSHEARED AND FULL TO THE GROUND, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
 - ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT SHALL BE THE SOLE JUDGE AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
 - ALL TREES SHALL BE GUYED AND WOOD STAKED AS PER DETAILS. NO 'T-STAKES' SHALL BE USED FOR TREES.
 - ALL PLANT MATERIALS SHALL BE TRUE TO TYPE, SIZE, SPECIES, QUALITY, AND FREE OF INJURY, BROKEN ROOT BALLS, PESTS, AND DISEASES, AS WELL AS CONFORM TO THE MINIMUM REQUIREMENTS DESCRIBED IN THE "AMERICAN STANDARD FOR NURSERY STOCK". FOLLOW GREENCO TREE PLANTING RECOMMENDATIONS FOR MINIMUM QUALITY REQUIREMENTS FOR TREES.
 - ALL TREE AND SHRUB BED LOCATIONS ARE TO BE STAKED OUT ON SITE FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
 - ALL TREES PLANTED ADJACENT TO PUBLIC AND/OR PEDESTRIAN WALKWAYS SHALL BE PRUNED CLEAR OF ALL BRANCHES BETWEEN GROUND AND A HEIGHT OF EIGHT (8) FEET FOR THAT PORTION OF THE PLAN LOCATED OVER THE SIDEWALK AND/OR ROAD.
 - ALL PLANT MATERIAL SHALL NOT BE PLANTED PRIOR TO INSTALLATION OF TOPSOIL.
 - ALL PLANT BEDS SHALL BE CONTAINED WITH STEEL EDGER. STEEL EDGER IS NOT REQUIRED ALONG CURBS, WALKS OR BUILDING FOUNDATIONS. ALL EDGING SHALL OVERLAP AT JOINTS A MINIMUM OF 6-INCHES, AND SHALL BE FASTENED WITH A MINIMUM OF 4 PINS PER EACH 10 FOOT SECTION. THE TOP OF ALL EDGING MATERIAL SHALL BE A ROLLED TOP AND 1/2 INCH ABOVE THE FINISHED GRADE OF ADJACENT LAWN OR MULCH AREAS. COLOR: BLACK.
 - THE DEVELOPER, HIS SUCCESSOR, OR ASSIGNEE SHALL BE RESPONSIBLE FOR ESTABLISHING AND CONTINUING A REGULAR PROGRAM OF MAINTENANCE FOR ALL LANDSCAPED AREAS. SEE LANDSCAPE GUARANTEE AND MAINTENANCE NOTE.
 - A 3-FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF ALL FIRE HYDRANTS.
 - LANDSCAPE CONTRACTOR TO SUBMIT SAMPLES OF MISCELLANEOUS LANDSCAPING MATERIALS TO THE LANDSCAPE ARCHITECTS AND OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION, IE.; MULCH, EDGER, LANDSCAPE FABRIC, ETC.

- MULCHING
- AFTER ALL PLANTING IS COMPLETE, THE CONTRACTOR SHALL INSTALL A MINIMUM 4" THICK LAYER OF MULCH AS SPECIFIED IN THE PLANTING LEGEND. INSTALL A 4" THICK RING OF DOUBLE SHREDDED CEDAR BARK MULCH AROUND ALL PLANT MATERIAL IN ROCK MULCH BEDS WHERE LANDSCAPING IS SHOWN ON THE PLANS. WOOD MULCH RING SIZE SHALL BE THE CONTAINER SIZE OF THE SHRUBS, PERENNIALS, AND ORNAMENTAL GRASSES. TREE RING SIZE SHALL BE GREEN INDUSTRIES OF COLORADO INDUSTRY STANDARD WIDTH.
 - ALL MULCH SHALL BE HARVESTED IN A SUSTAINABLE MANNER FROM A LOCAL SOURCE.
 - INSTALL DEWITT PRO-5 WEED BARRIER FABRIC UNDER ALL ROCK MULCH SHRUB BEDS SPECIFIED ON THE PLANS ONLY. NO LANDSCAPE FABRIC SHALL BE USED IN WOOD MULCH AREAS. NO PLASTIC WEED BARRIERS SHALL BE SPECIFIED.
 - ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.
 - ALL PLANTING AREAS WITH LESS THAN A 4:1 GRADIENT SHALL RECEIVE A LAYER OF MULCH, TYPE AND DEPTH PER PLANS. SUBMIT 1 CUBIC FOOT SAMPLE OF MULCH (ONE SAMPLE PER TYPE) TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL PLANTING AREAS EXCEPT SLOPES 4:1 OR STEEPER, OR AS OTHERWISE DENOTED ON THE PLAN. ABSOLUTELY NO EXPOSED GROUND SHALL REMAIN IN AREAS TO RECEIVE MULCH AFTER MULCH HAS BEEN INSTALLED.
 - ALL PLANTING AREAS ON SLOPES OVER 4:1 SHALL RECEIVE COCONUT FIBER EROSION CONTROL NETTING FROM ROLLS. NETTING SHALL BE #CT-125, AS MANUFACTURED BY NORTH AMERICAN GREEN (OR EQUAL). INSTALL AND STAKE PER MANUFACTURER'S SPECIFICATIONS. SEE ALSO THE CIVIL ENGINEER'S EROSION CONTROL PLAN.



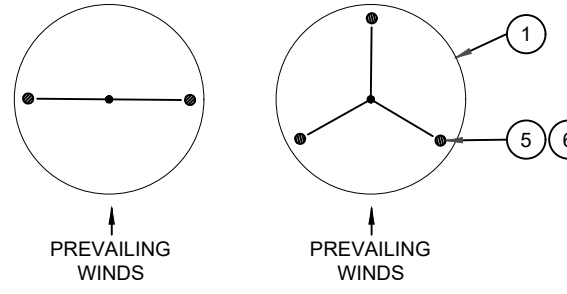
SHRUB AND PERENNIAL DETAIL
SCALE: NOT TO SCALE



TREE PLANTING DETAIL
SCALE: NOT TO SCALE

- NOTES:
- SCAFFRY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
 - REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOT FLARE IS 3"-5" ABOVE FINISH GRADE.
 - CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE. CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE. REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE ALL BURLAP FROM AROUND ROOTBALL.
 - TREE WRAP IS NOT TO BE USED ON ANY NEW PLANTINGS, EXCEPT IN LATE FALL PLANTING SITUATIONS, AND ONLY THEN AFTER CONSULTATION WITH THE LANDSCAPE ARCHITECT. WHEN WRAPPING TREE, WRAP FROM TRUNK FLARE TO LOWEST MAJOR BRANCH.
 - REMOVE ALL NURSERY STAKES AFTER PLANTING.
 - FOR TREES OVER 3" CALIPER, USE THREE STAKES OR DEADEN (AS APPROPRIATE), SPACED EVENLY AROUND TREE.
 - DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING.

STAKING EXAMPLES (PLAN VIEW)



PLANTING LEGEND

QTY	LEGEND ABBREV	BOTANIC NAME	COMMON NAME	PLANTING SIZE (MINIMUM)	MATURE SIZE	WATER USE (V/L,M,H)
DECIDUOUS TREES						
27	ACFR	ACER X FREEMANI 'JEFFERSRED'	AUTUMN BLAZE MAPLE	2' CAL B&B	50'X40'	L
30	CASP	CATALPA SPECIOSA	WESTERN CATALPA	2' CAL B&B	50'X30'	XERIC
23	CEOC	CELTIS OCCIDENTALIS	COMMON HACKBERRY	2' CAL B&B	60'X40'	XERIC
27	GLTR	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST	2' CAL B&B	50'X35'	XERIC
28	GYDI	GYMNOCADUS DIOICUS	KENTUCKY COFFEETREE	2' CAL B&B	60'X50'	XERIC
27	PLAC	PLATANUS X ACERIFOLIA 'MORTON CIRCLE'	EXCLAMATION LONDON PLANETREE	2' CAL B&B	55'X35'	L
14	QUAL	QUERCUS ALBA	WHITE OAK	2' CAL B&B	40'X40'	XERIC
15	QUMA	QUERCUS MACROCARPA	BUR OAK	2' CAL B&B	70'X50'	XERIC
30	QURO	QUERCUS ROBUR	ENGLISH OAK	2' CAL B&B	50'X40'	XERIC

EVERGREEN TREES

15	PIAR	PINUS ARISTATA	BRISTLECONE PINE	6' HEIGHT B&B	30'X15'	XERIC
34	PIED	PINUS EDULIS	PINYON PINE	6' HEIGHT B&B	25'X15'	XERIC
30	PIPO	PINUS PONDEROSA	PONDEROSA PINE	6' HEIGHT B&B	40'X25'	XERIC

ORNAMENTAL TREES

13	ACTA	ACER TATARICUM 'HOT WINGS'	HOT WINGS MAPLE	1.5' CAL B&B	25'X20'	XERIC
9	CRCR	CRATAEGUS CRUS-GALLI 'INERMIS'	THORNLESS COCKSPUR HAWTHORN	1.5' CAL B&B	50'X20'	XERIC
15	KOPA	KOELREUTERIA PANICULATA	GOLDENRAIN TREE	1.5' CAL B&B	30'X25'	XERIC
9	QUGA	QUERCUS GAMBELII	GAMBEL OAK	1.5' CAL B&B	15'X12'	XERIC

DECIDUOUS SHRUBS

21	AMCA	AMORPHA CANESCENS	LEADPLANT	#5 CONT. 18-24"	4'X4'	XERIC
230	CACL	CARYOPTERIS X CLANDONENSIS	BLUE MIST SPIREA	#5 CONT. 18-24"	3'X3'	XERIC
107	PEAT	PEROVSKIA ATROPICIFOLIA	RUSSIAN SAGE	#5 CONT. 18-24"	4'X4'	VL
133	POFR	POTENTILLA FRUTICOSA 'TANGERINE'	TANGERINE POTENTILLA	#5 CONT. 18-24"	2'X3'	XERIC
62	PRBE	PRUNUS BESSEYI	WESTERN SAND CHERRY	4'X4'	XERIC	
132	PRPB	PRUNUS BESSEYI 'PAWNEE BUTTES'	PAWNEE BUTTES SAND CHERRY	#5 CONT. 18-24"	18'X6'	XERIC
18	RHAR	RHUS AROMATICA 'GRO-LOW'	GROW LOW SUMAC	1'X8'	XERIC	
97	RHTR	RHUS TRILOBATA	THREE LEAF SUMAC	4'X4'	XERIC	
115	SYPA	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC	#5 CONT. 18-24"	5'X5'	VL
15	SYVU	SYRINGA VULGARIS	COMMON LILAC	#5 CONT. 18-24"	8'X5'	VL

EVERGREEN SHRUBS

63	CYPU	CYTISUS PURGAN 'SPANISH GOLD'	SPANISH GOLD BROOM	#5 CONT. 18-24"	4'X6'	VL
47	PIMU	PINUS MUO 'WHITEBUD'	WHITEBUD MUGO PINE	#5 CONT. 18-24"	3'X4'	XERIC

ORNAMENTAL GRASSES

613	BOGR	BOUTELOUA GRACILIS 'BLONDE AMBITION'	BLOND AMBITION BLUE GRAMA	#1 CONT.	24'X24'	XERIC
429	HESE	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA	#1 CONT.	2.5'X2.5'	XERIC

PERENNIAL MIX A

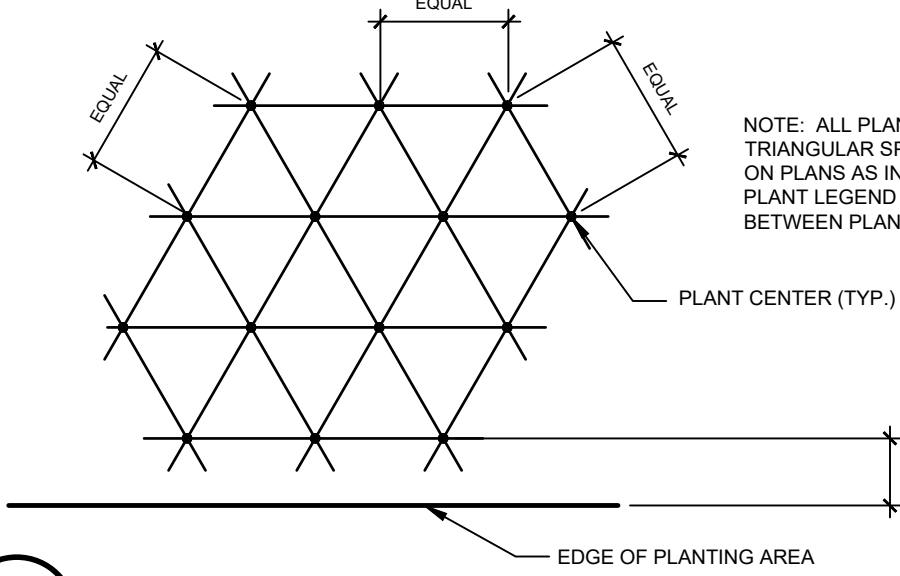
	ACMI	ACHILLEA MILLEFOLIUM 'PAPRIKA'	PAPRIKA YARROW	#1 CONT.	24'X24'	XERIC
	AUSA	AURNIA SAXATILIS	BASKET OF GOLD	#1 CONT.	12'X12'	XERIC
	DEME	DELOSPERMA 'MESA VERDE'	MESA VERDE ICE PLANT	#1 CONT.	4'X24'	XERIC
	NATE	NASSELLA TENUISSIMA	MEXCAN FEATHER GRASS	#1 CONT.	24'X12'	XERIC
	SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA	#1 CONT.	24'X24'	XERIC

PERENNIAL MIX B

	ACTE	ACHILLEA MILLEFOLIUM 'TERRA COTTA'	TERRA COTTA YARROW	#1 CONT.	30'X24'	XERIC
	AGPS	AGASTACHE 'APACHE SUNSET'	APACHE SUNSET HYSSOP	#1 CONT.	18'X15'	XERIC
	ESCA	ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY	#1 CONT.	18'X18'	XERIC
	NATE	NASSELLA TENUISSIMA	MEXCAN FEATHER GRASS	#1 CONT.	24'X12'	XERIC
	SASY	SALVIA SYLVESTRIS 'MAINACHT'	MAY NIGHT SALVIA	#1 CONT.	24'X24'	XERIC

MISCELLANEOUS

369,878 SF	XERISCAPE SEED MIX	100% LOW GROW MIX AVAILABLE THROUGH ARKANSAS VALLEY SEED. SEE SEED NOTES SHEET L2.0	SEED	L
165,097 SF	DETENTION BASIN SEED MIX	DETENTION BASIN SEED MIX CONSISTENT WITH REQUIREMENTS BY CITY OF FORT COLLINS. SEE SEED NOTES SHEET L2.0	SEED	L
27,900 SF	ROCK TYPE C - LARGE MULTICOLOR ROCK COBBLE	5-12" GREY ROSE COBBLESTONE, AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL	ROCK	N/A
59,066 SF	ROCK TYPE A - SMALL TAN ROCK	3/4" BUTTER ROCK, AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL	ROCK	N/A
58,392 SF	ROCK TYPE B - MEDIUM MULTICOLOR RIVER ROCK	1.5-3" WASHED RIVER ROCK, AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL	ROCK	N/A
8,277 SF	TAN BREEZE	BUTTER BREEZE SCREENED TO 3/4" AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL	DG	N/A
39,118 SF	BROWN TRAIL BREEZE	PREMIUM TRAIL MIX 1/4" MINUS AS AVAILABLE THROUGH PIONEER OR APPROVED EQUAL	DG	N/A
AS NEEDED	WOOD MULCH	DARK BROWN SHREDDED CEDAR MULCH TO BE USED FOR MULCH RINGS AT ALL PLANTS AND IN PERENNIAL BEDS.	MULCH	N/A
1,500 LF	STEEL EDGING	BLACK STEEL EDGING. SEE LANDSCAPE NOTES	EDGING	N/A



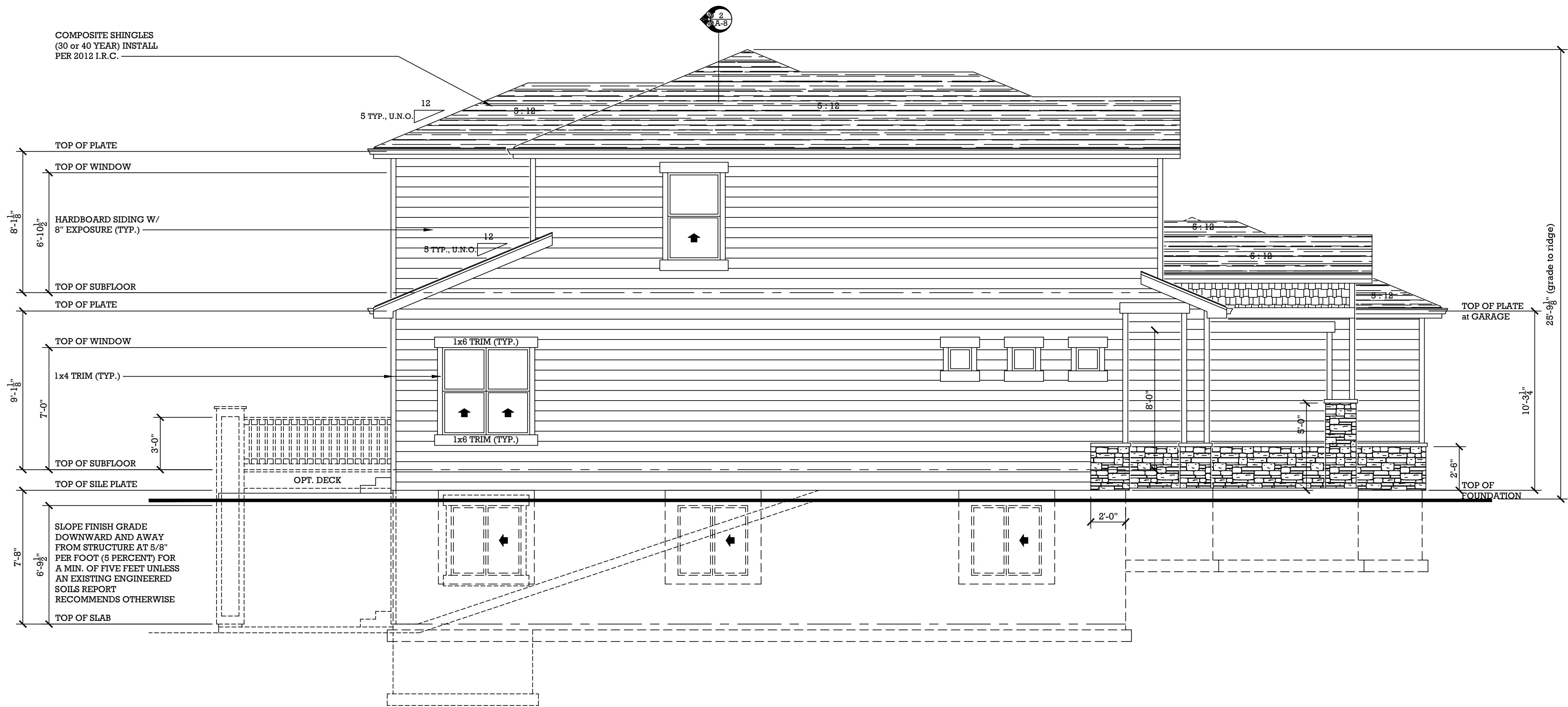
PLANT SPACING
SCALE: NOT TO SCALE



#	Date	Issue / Description	Init.
—	12/13/19	Landscape Set Updates	SRA
—	04/28/20	Landscape Resubmittal	SRA
—	—	—	—
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Project No:	JLH00001
Drawn By:	SRA
Checked By:	TTN
Date:	03.13.2020

LANDSCAPE NOTES & DETAILS



2 LEFT ELEVATION
SCALE: 1/4"=1'-0"

TYPICAL ELEVATION NOTES:

- EXTERIOR MATERIALS :
HARDBOARD SIDING W/ 8" EXPOSURE PER MFR. AS SHOWN.
OR CEMENTITIOUS STUCCO-TWO COAT SYSTEM with
METAL LATH and 30# FELT PER MFR. (FINISH AND COLOR
PER BUILDER'S SPEC.) AS SHOWN. OR STONE VENEER AS
SHOWN OVER EXTERIOR GRADE 'O.S.B.' SHEATHING (OR
EQUAL). INSTALL VENEER PER 2012 I.R.C.
- WINDOW TRIM :
AT DOOR & WINDOWS AS SHOWN.
- EAVE AND RAKE MATERIALS :
EAVE DETAIL PER BUILDER WITH GUTTER OR RAKE WITH
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- WINDOWS :
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[REFER TO PLANS AND WINDOW MFR. SPEC. FOR TEMPER
GLASS LOCATIONS].
- RAILINGS :
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- ROOFING AND PITCH :
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- ATTIC VENTILATION :
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1 FRONT ELEVATION
SCALE: 1/4"=1'-0"

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PLAN 2550-N

MASTERPLAN

STATE of COLORADO

plan no.

2550-N

designed

by: CMB

drawn by: CMB

date: 06/04/14

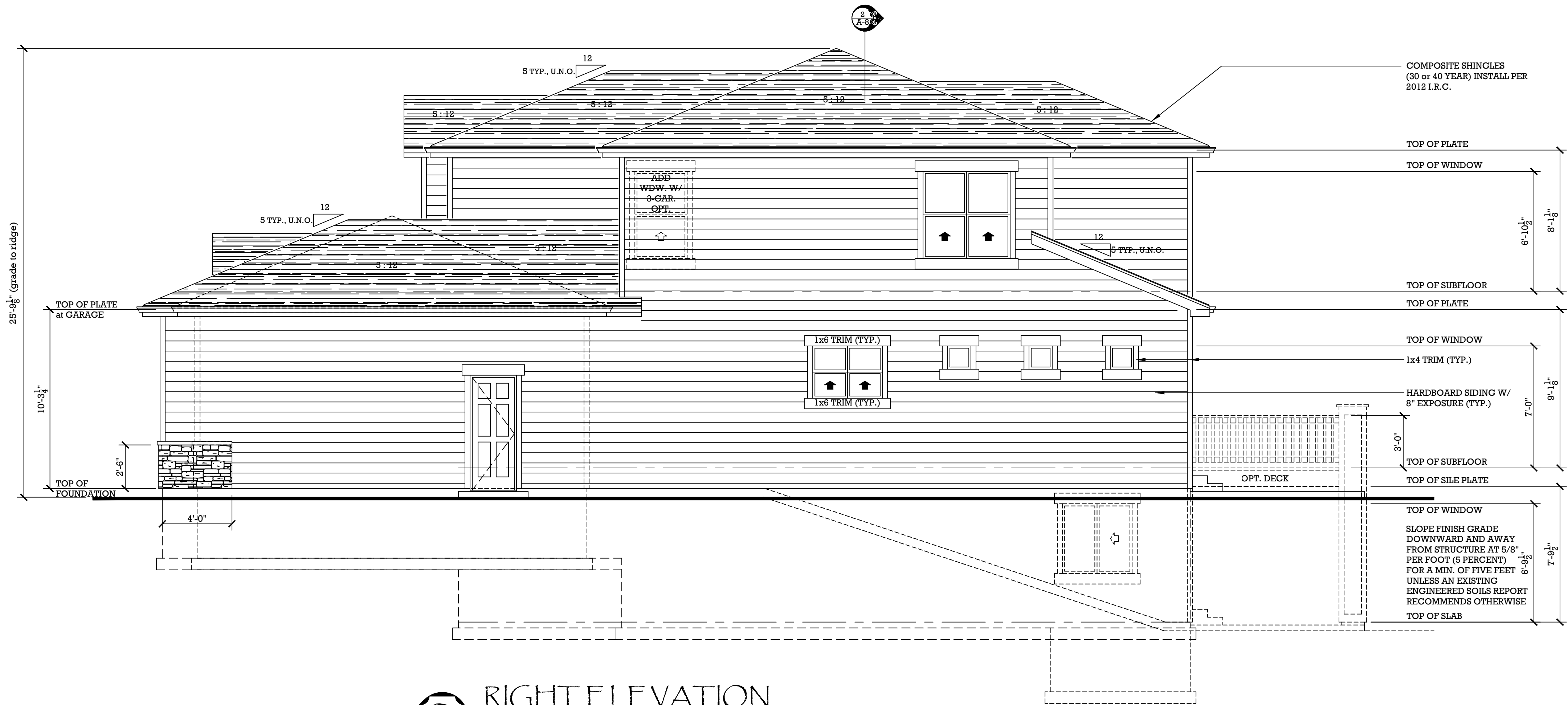
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date	drawn by

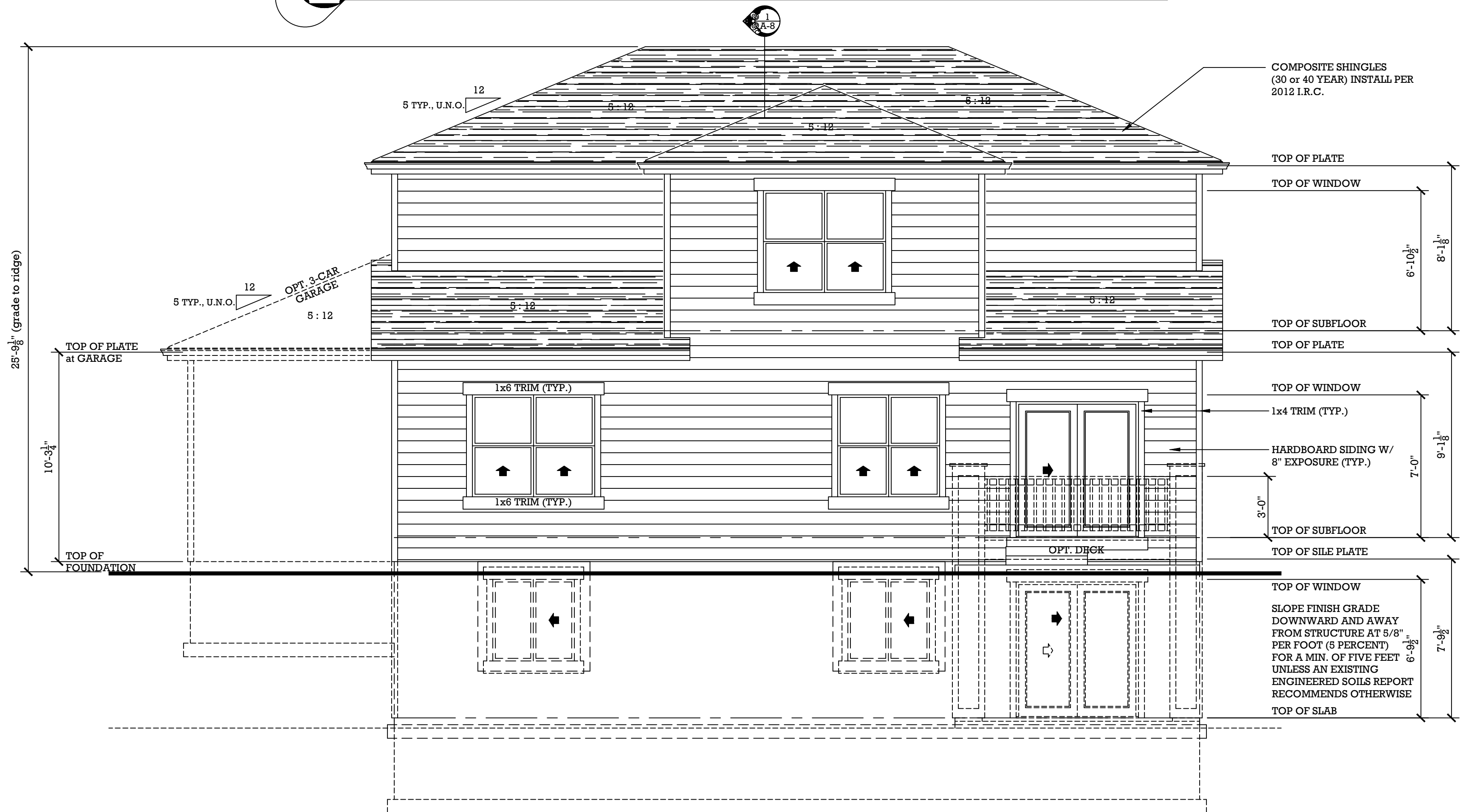
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2 RIGHT ELEVATION
SCALE: 1/4"=1'-0"



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

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PLAN 2550-N
MASTERPLAN
STATE of COLORADO

plan no.
2550-N

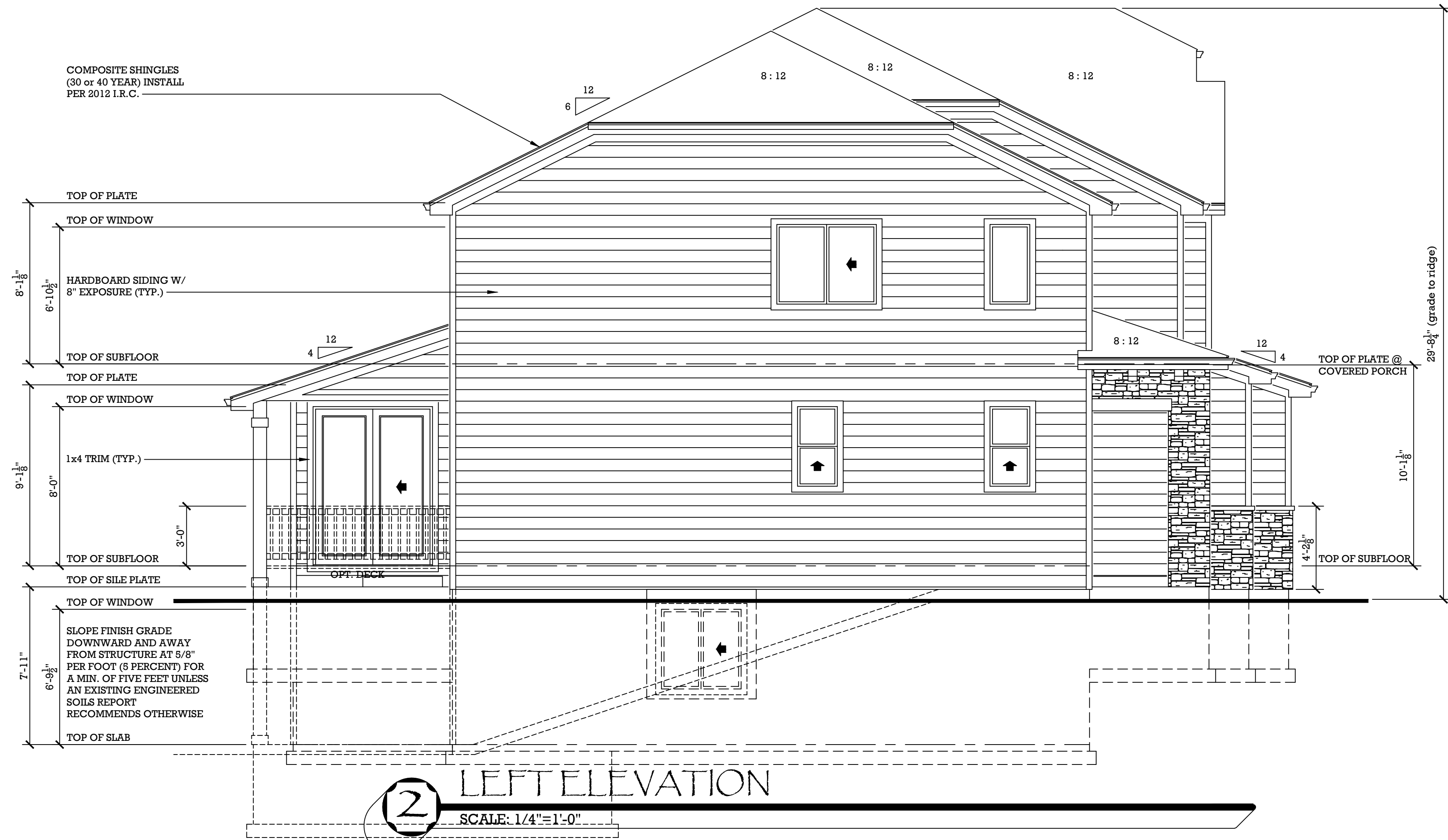
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by: CMB
drawn by: CMB
date: 06 / 04 / 14

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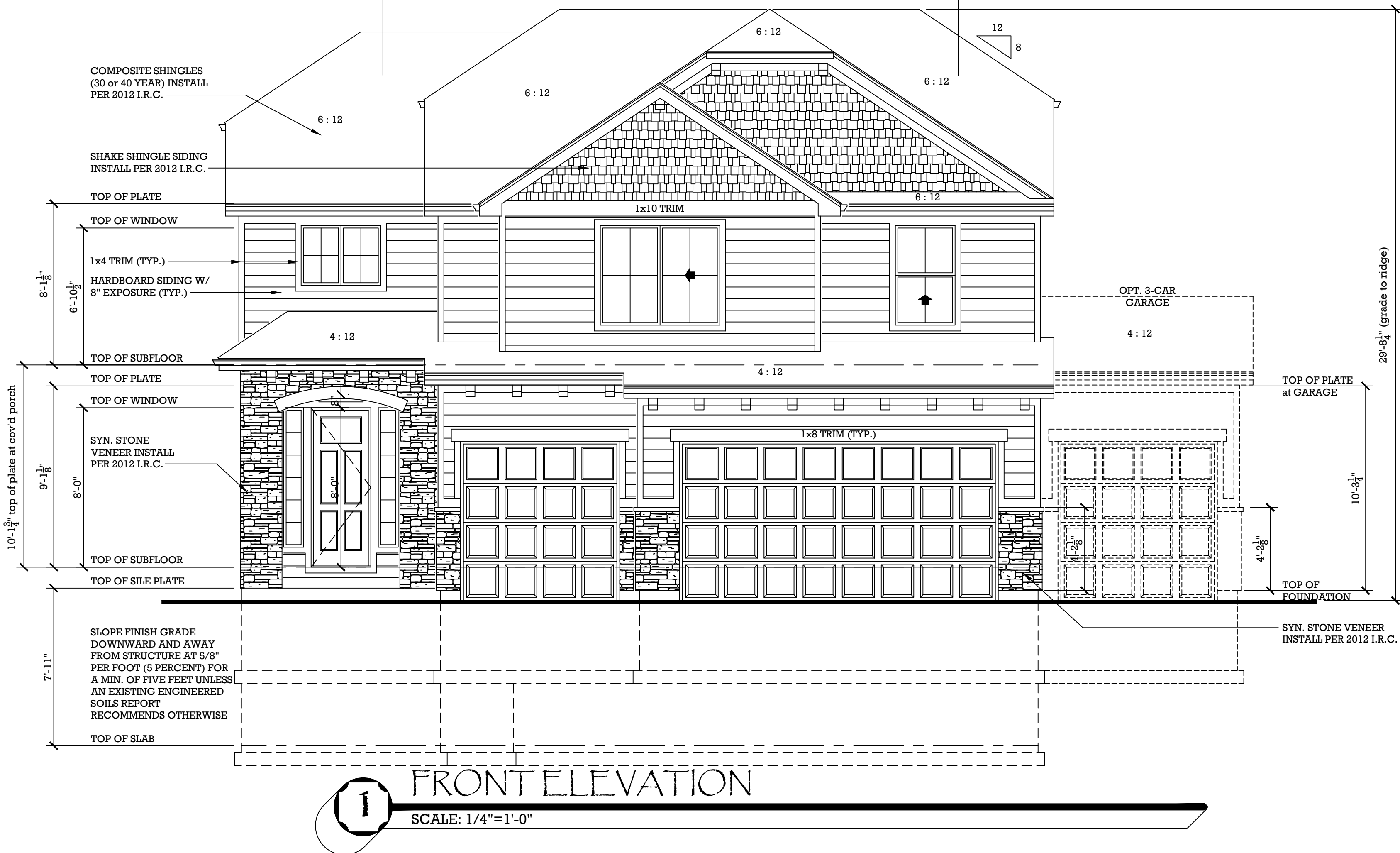
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PLAN 2358 - N

MASTERPLAN

STATE of COLORADO

plan no.

2358 - N

designed

by: CMB

drawn by: CMB

date: 08 / 25 / 17

revisions :

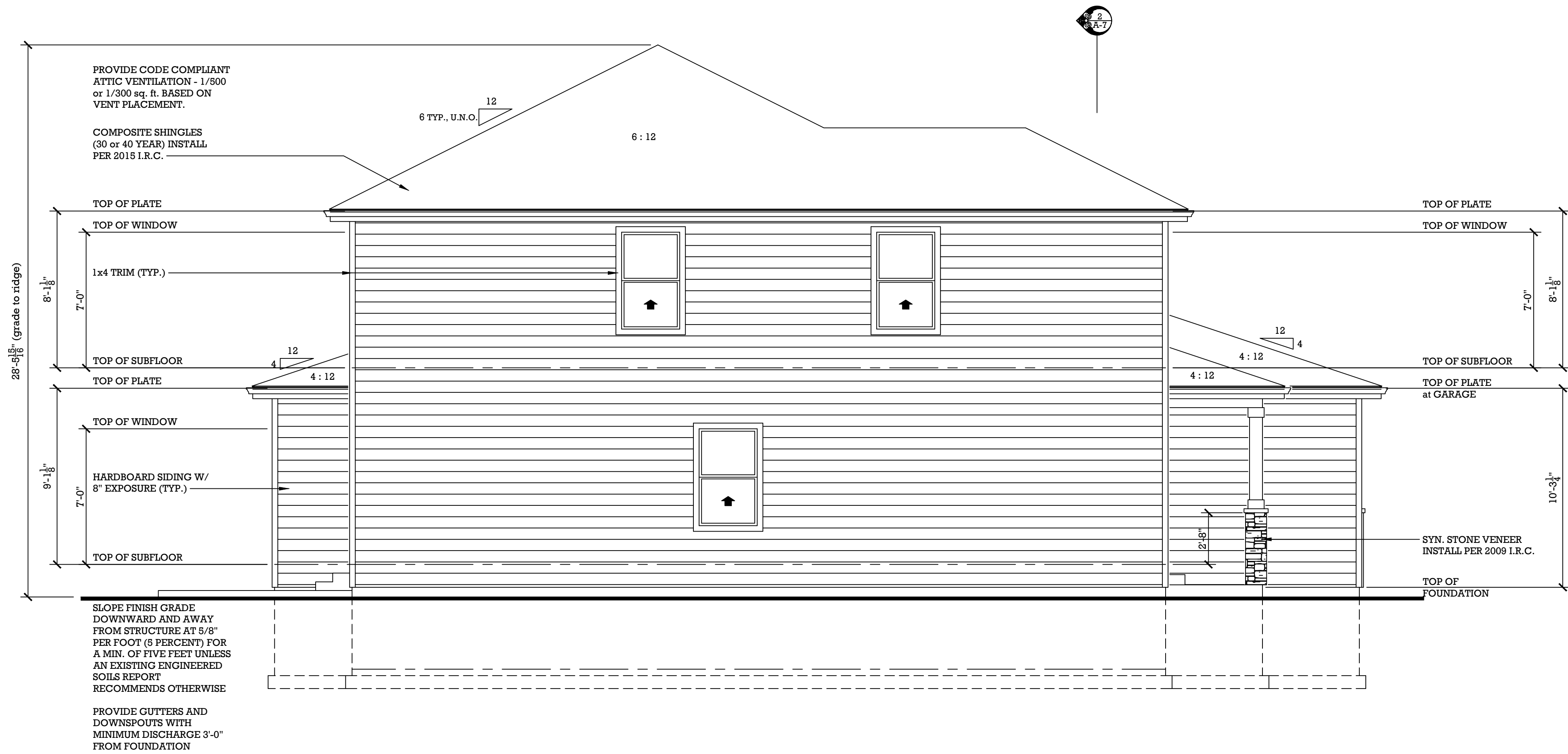
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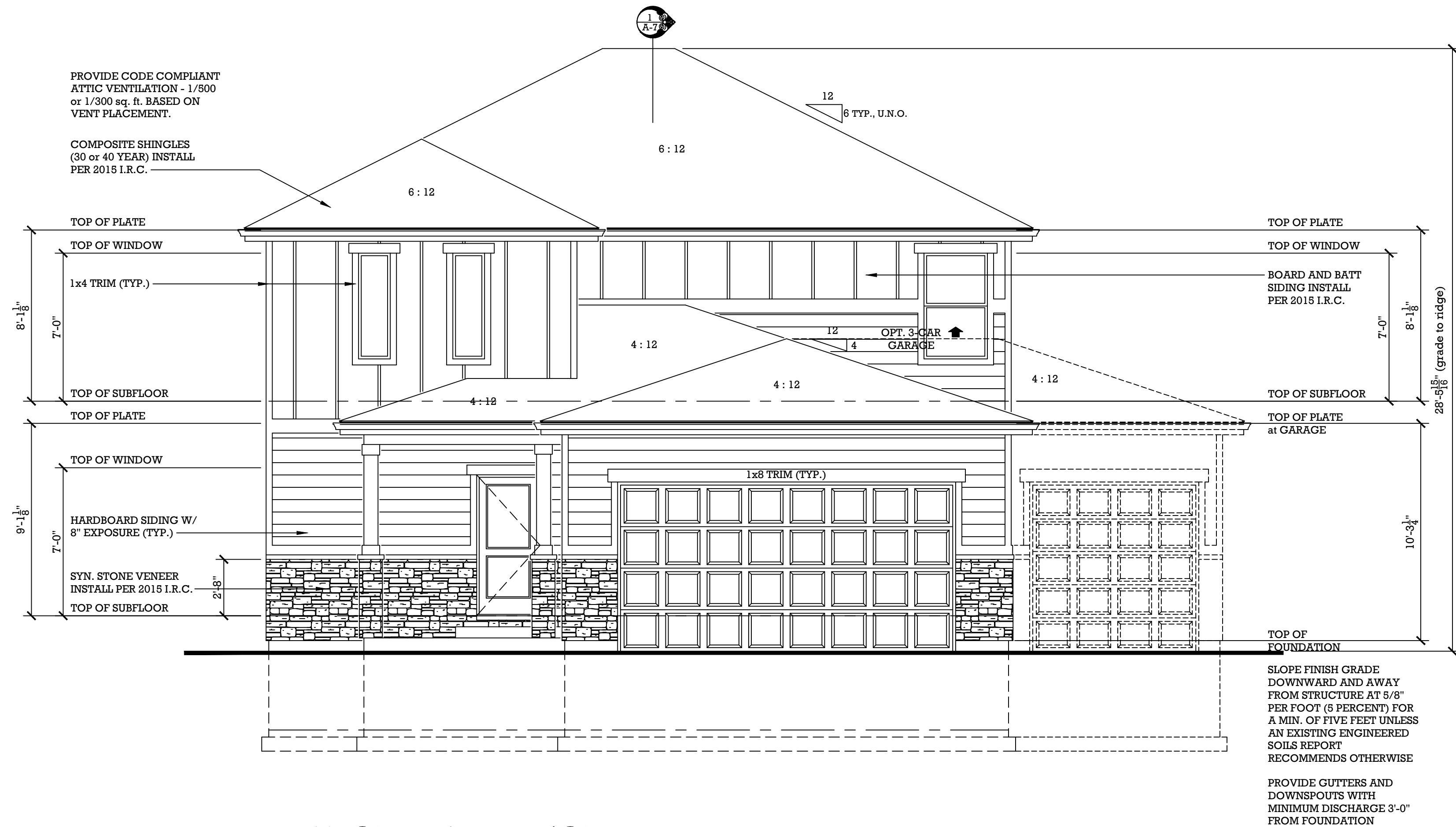
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SCALE: 1/4"=1'-0"



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

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ELEVATIONS "A"
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PLAN 2452 - N
MASTERPLAN
STATE of COLORADO

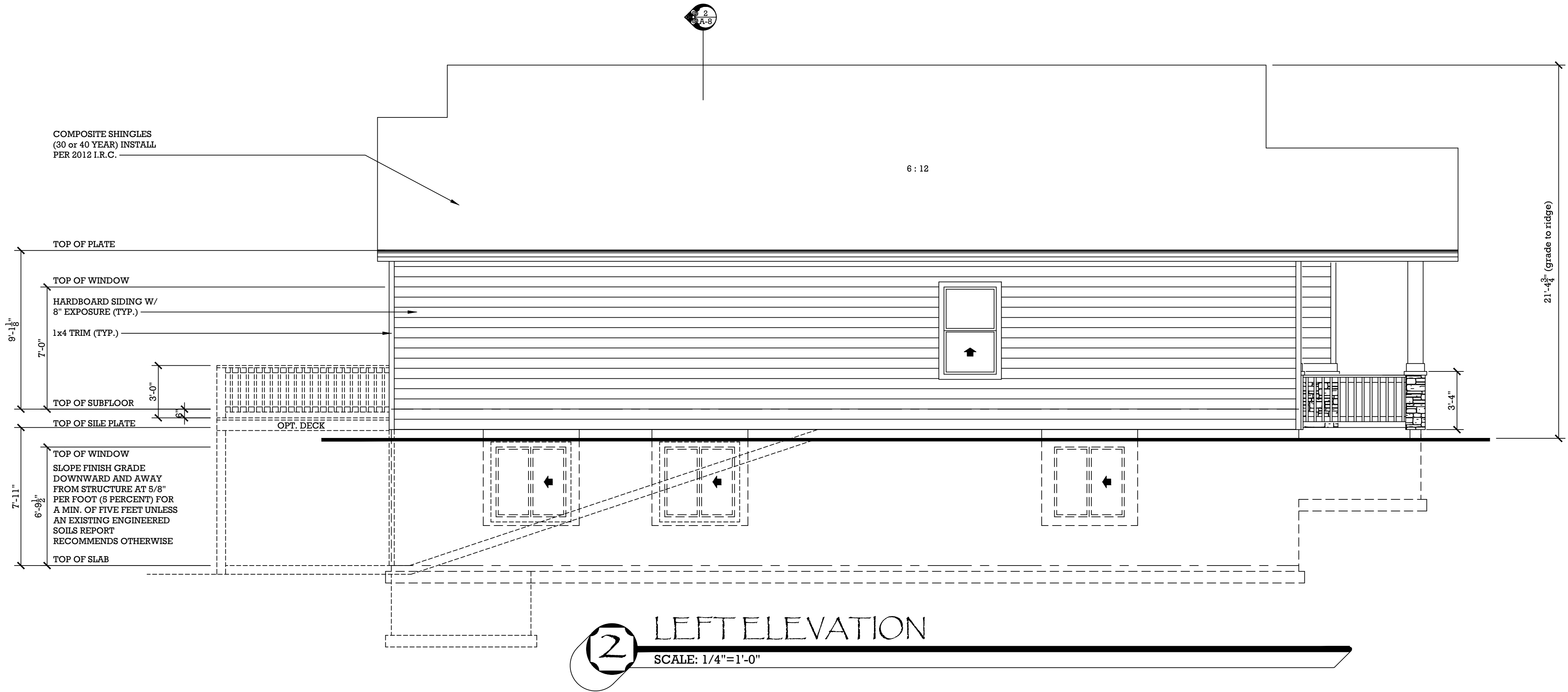
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by: CMB
drawn by: CMB
date: 07/20/18
revisions:
date drawn by

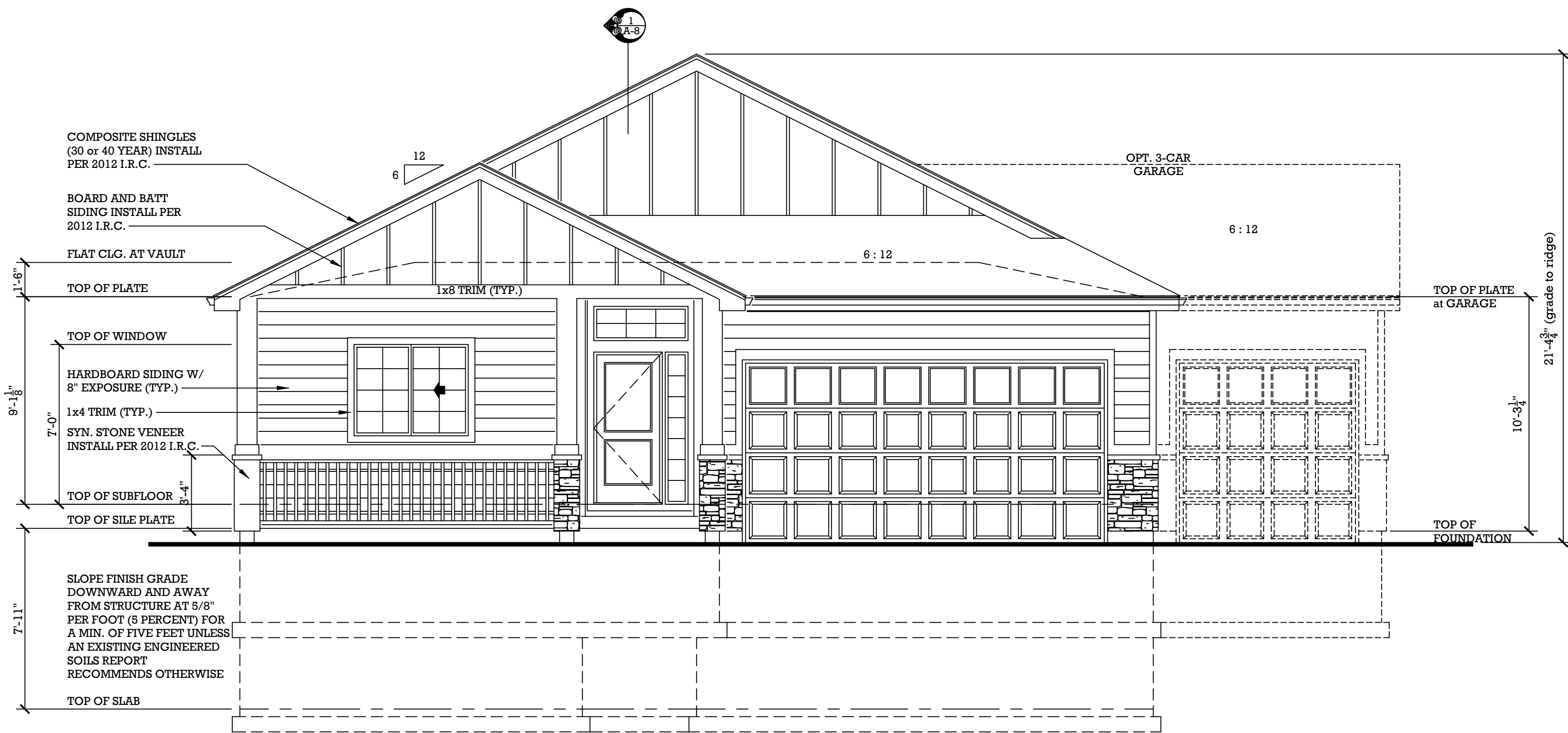
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- EXTERIOR MATERIALS :
HARDBOARD SIDING W/ 8" EXPOSURE PER MFR. AS SHOWN.
OR CEMENTITIOUS STUCCO-TWO COAT SYSTEM with
METAL LATH and 30# FELT PER MFR. (FINISH AND COLOR
PER BUILDER'S SPEC.) AS SHOWN. OR STONE VENEER AS
SHOWN OVER EXTERIOR GRADE 'O.S.B.' SHEATHING (OR
EQUAL). INSTALL VENEER PER 2012 I.R.C.
 - WINDOW TRIM :
AT DOOR & WINDOWS AS SHOWN.
 - EAVE AND RAKE MATERIALS :
EAVE DETAIL PER BUILDER WITH GUTTER OR RAKE WITH
1x4 TRIM.
 - WINDOWS :
VINYL GLASS UNITS OR APPROVED EQUALS. PER BUILDER.
[REFER TO PLANS AND WINDOW MFR. SPEC. FOR TEMPER
GLASS LOCATIONS].
 - RAILINGS :
RAILING PER BUILDER. 36" HT. MIN. W/ 4" MAX. SPACS.
 - ROOFING AND PITCH :
ROOFING TO BE (30 or 40 YEAR) COMPOSITE SHINGLE
OVER 30# FELT INSTALL PER MFR. 6 : 12 PITCH, UNLESS
NOTED OTHERWISE.
 - ATTIC VENTILATION :
PROVIDE ROOF VENTS AND/OR DECORATIVE VENTS AS
SHOWN TO PROVIDE ATTIC VENTILATION AS REQUIRED
PER LOCAL CODE.
 - REFER TO SECTIONS FOR ADDITIONAL INFORMATION.



2 LEFT ELEVATION
SCALE: 1/4"=1'-0"



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

THD
TIMBERLINE
HOME DESIGNS, INC.
P.O. Box 955
Castle Rock, Colorado 80104
TimberlineHomeDesigns.com
(720)-755-5996 office
(720)-755-5997 fax
(720)-448-4177 cell
"Come Home To Your Dream"

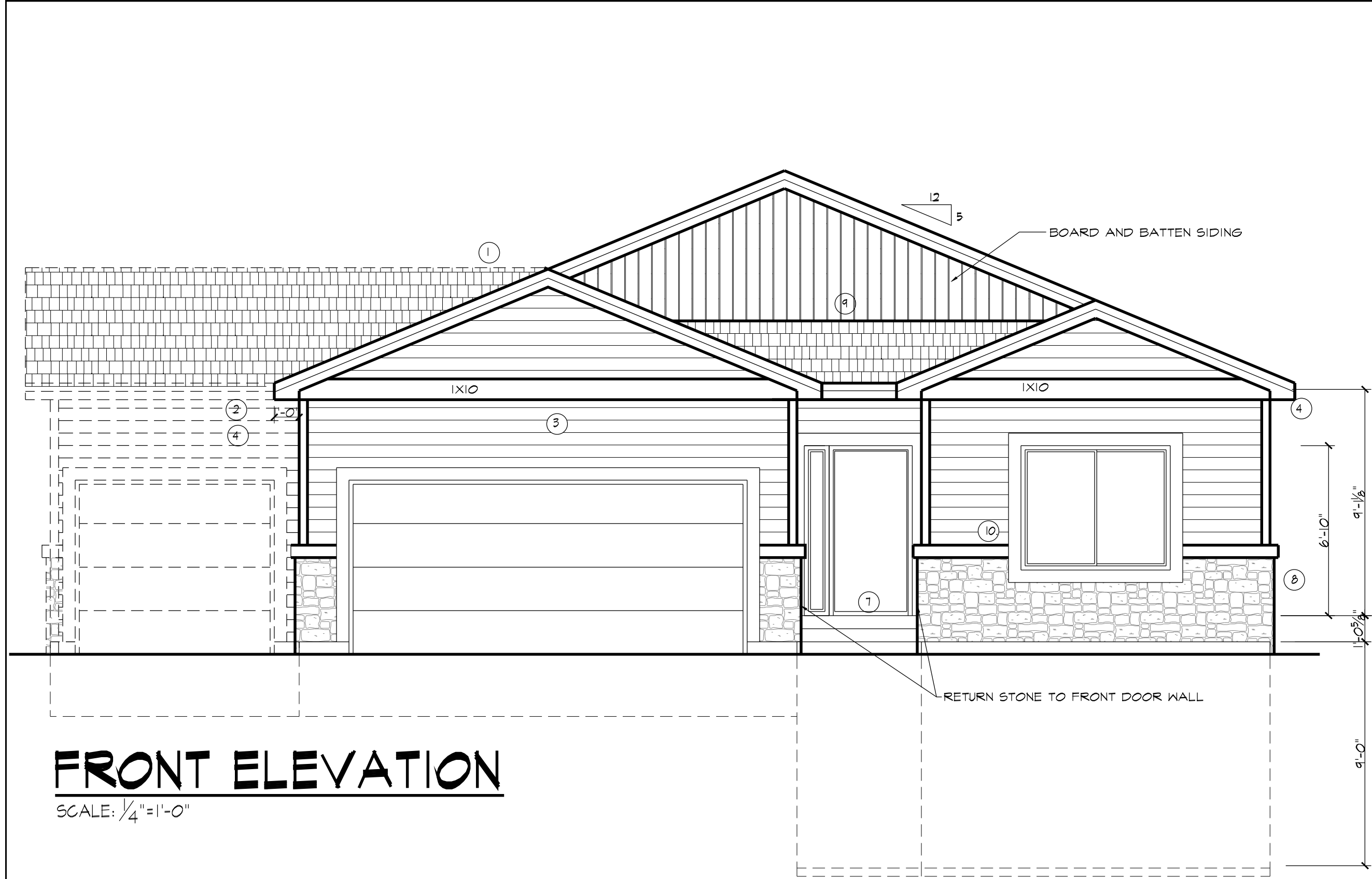
ELEVATIONS
(SIDING)
HORIZON VIEW HOMES, LLC.
11409 Business Park Circle - SUITE 140 - Firestone, Colorado 80504
Office - (970) 455-4479 - www.hvhome.com

PLAN 1605 - N
MASTERPLAN
STATE of COLORADO

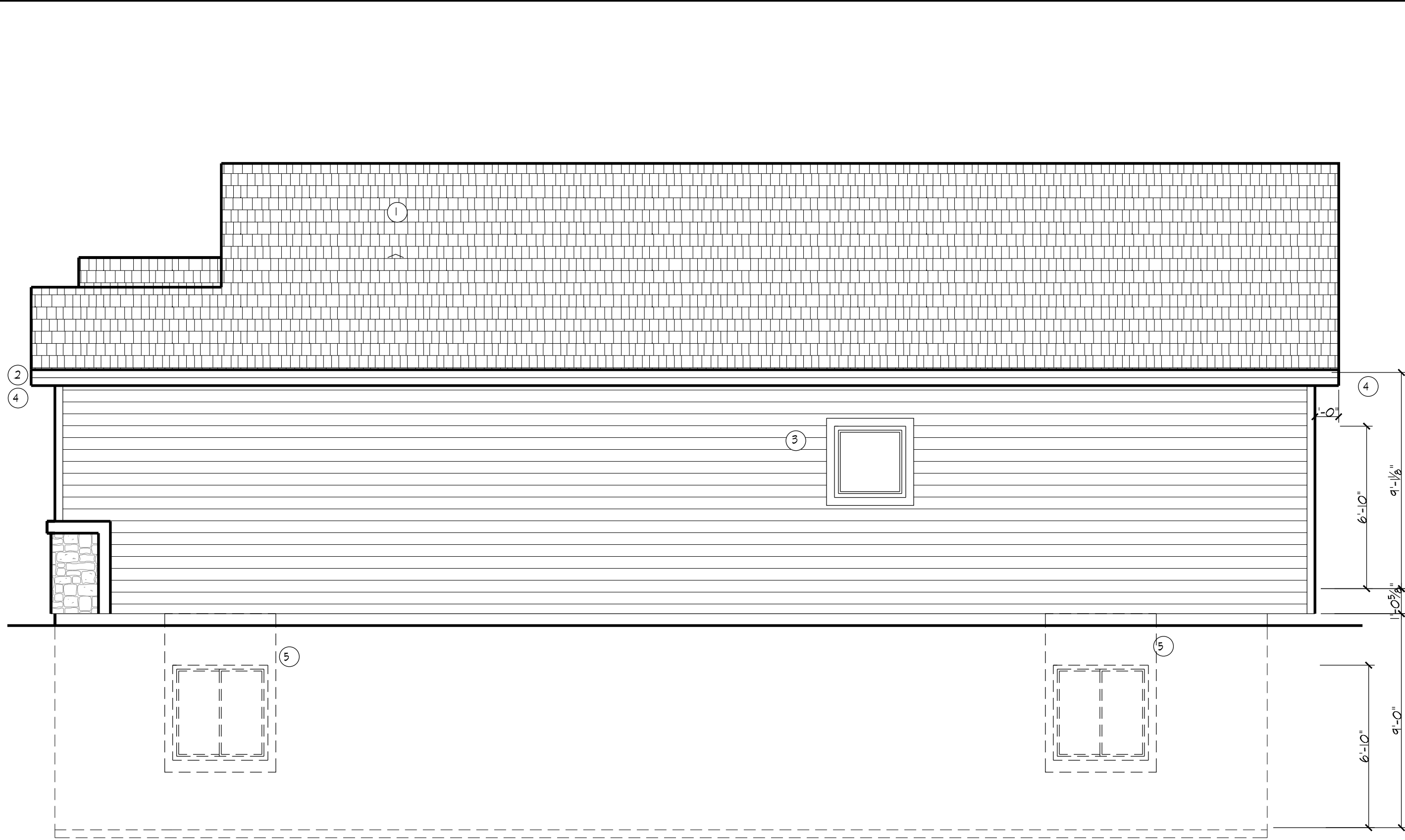
plan no.
1605-N
designed
by: CMB
drawn by: CMB
date: 08 / 25 / 17
revisions :
date drawn by

sheet
A-4

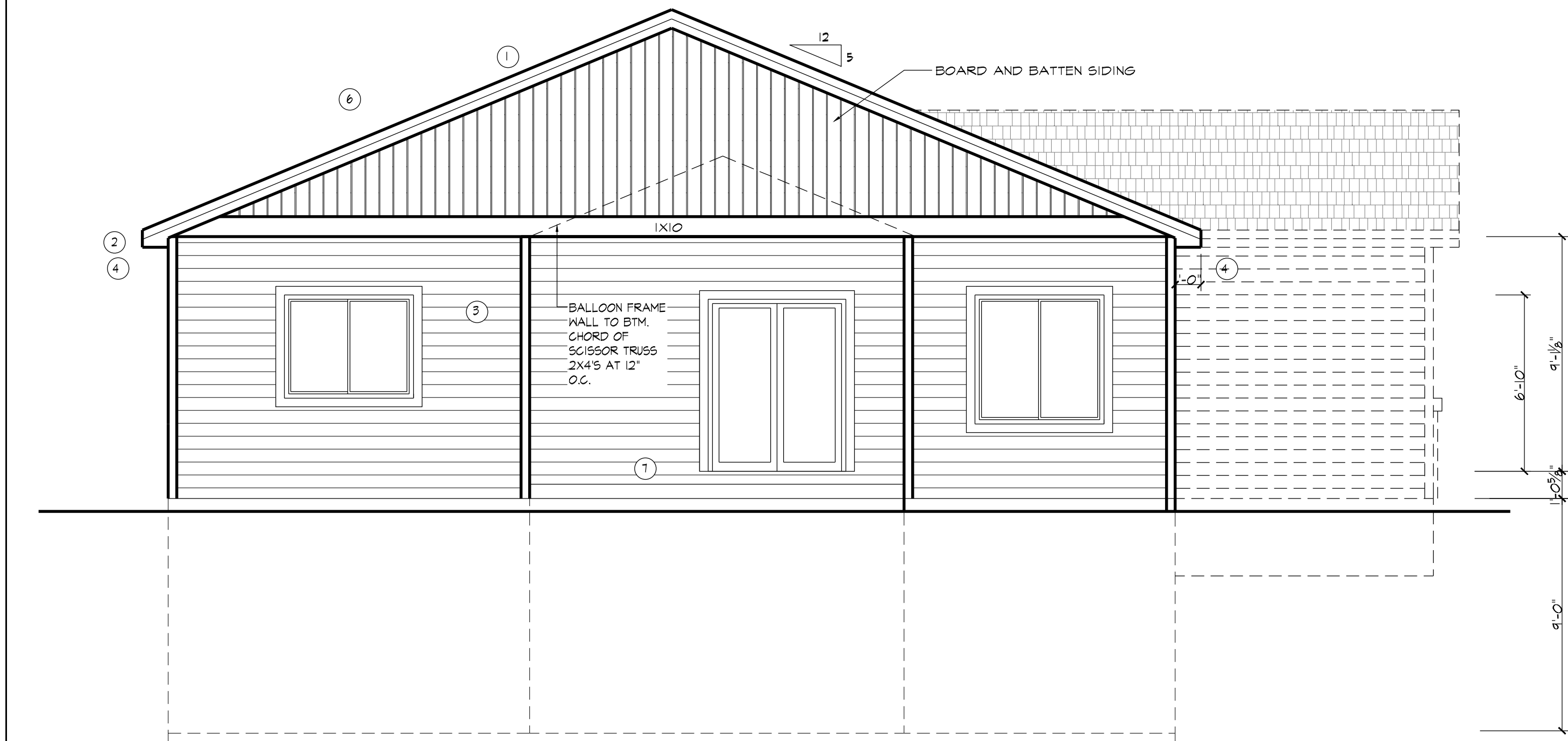
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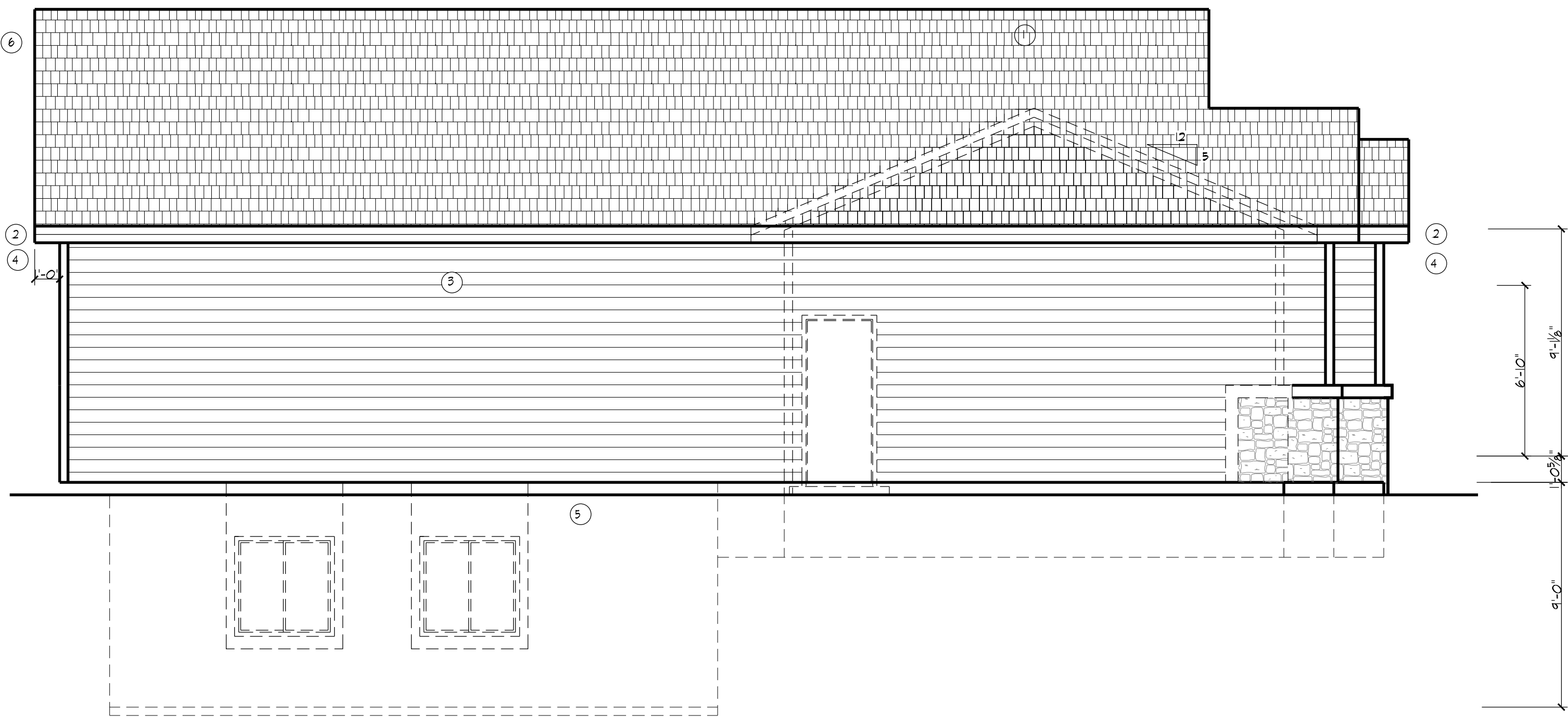
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RIGHT SIDE ELEVATION
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REAR ELEVATION
SCALE: 1/4"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/4"=1'-0"

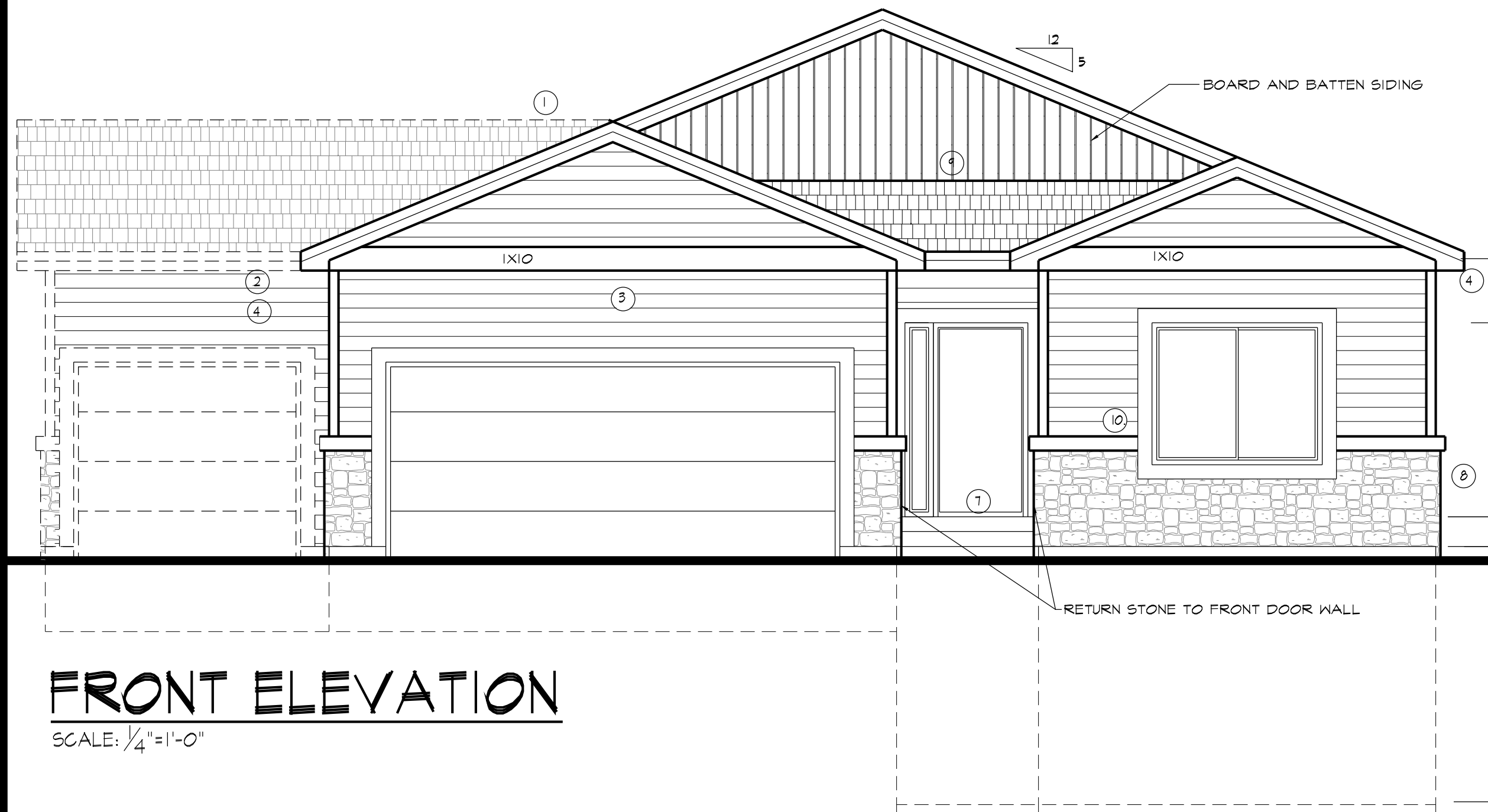
- ELEVATION NOTES:**
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1240'S BETWEEN OCT. 31 AND MAY 1.
 - 2 1x8 HD BD. FASCIA
 - 3 6" LAP SIDING
 - 4 GALV. IRON GUTTER AND
DOWNSPOUT WITH TIP OUTS
OR CONC. SPLASH BLOCKS
TO 4'-0" AWAY FROM FDN.
 - 5 GALV. IRON RDM. WELL
W/ METAL BALUSTERS @4" MAX. SPNG.
 - 6 PROVIDE ROOF VENTS AT 1/300
SQ. FT. OF ROOF. PLACE 1/2 OF VENTS IN
UPPER 1/3 OF ROOF AND 1/2 OF VENTS
IN SOFFITS
 - 7 CONC. PATIO AND STEP.
 - 8 CULTURED STONE
 - 9 FLASH AT ALL ROOF AND WALL INTERSECTIONS.
 - 10 3X6 W/ TAPERED TOP STUCCO TRIM
 - 11 2X4 TRIM
 - 12 OPTIONAL 3RD CAR GARAGE

DATE:	REV.	BY:
4-21-14	Nick n.j.	d.w.
4-28-14	Nick n.j.	d.w.
5-19-14	Nick n.j.	d.w.
6-3-14	to Mbor	d.w.
6-9-14	Mbor cor.	d.w.

DAVID WOODY and CO.
CUSTOM HOME DESIGN AND DRAFTING
PO BOX 2391 MONUMENT, CO 80132
(719)531-9018

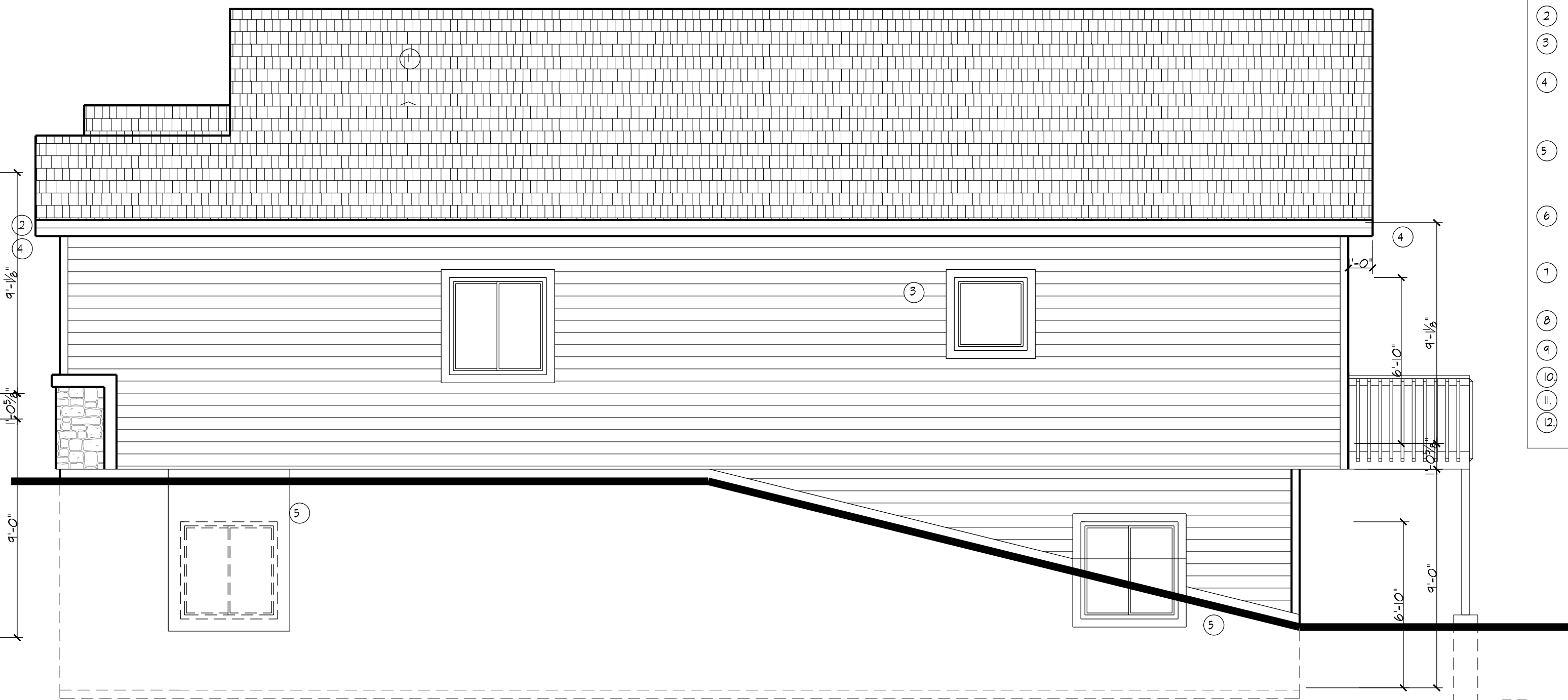
MODEL : 1398.N
FULL BASEMENT

Horizon View Homes
6240 Lake Shore Court
Colorado Springs, CO 80915
Telephone: (719) 382-9433
Fax: (719) 382-9488



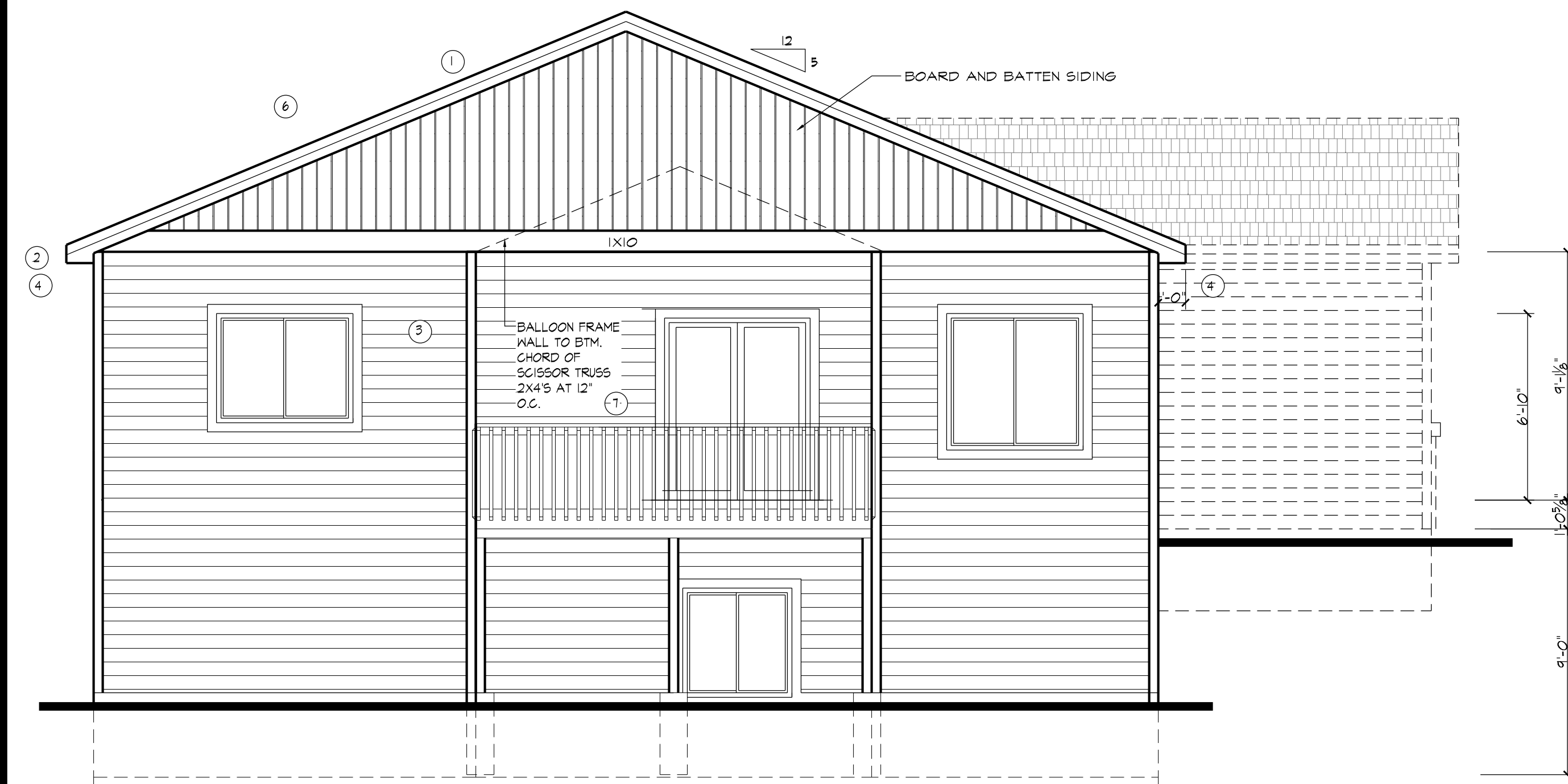
FRONT ELEVATION

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



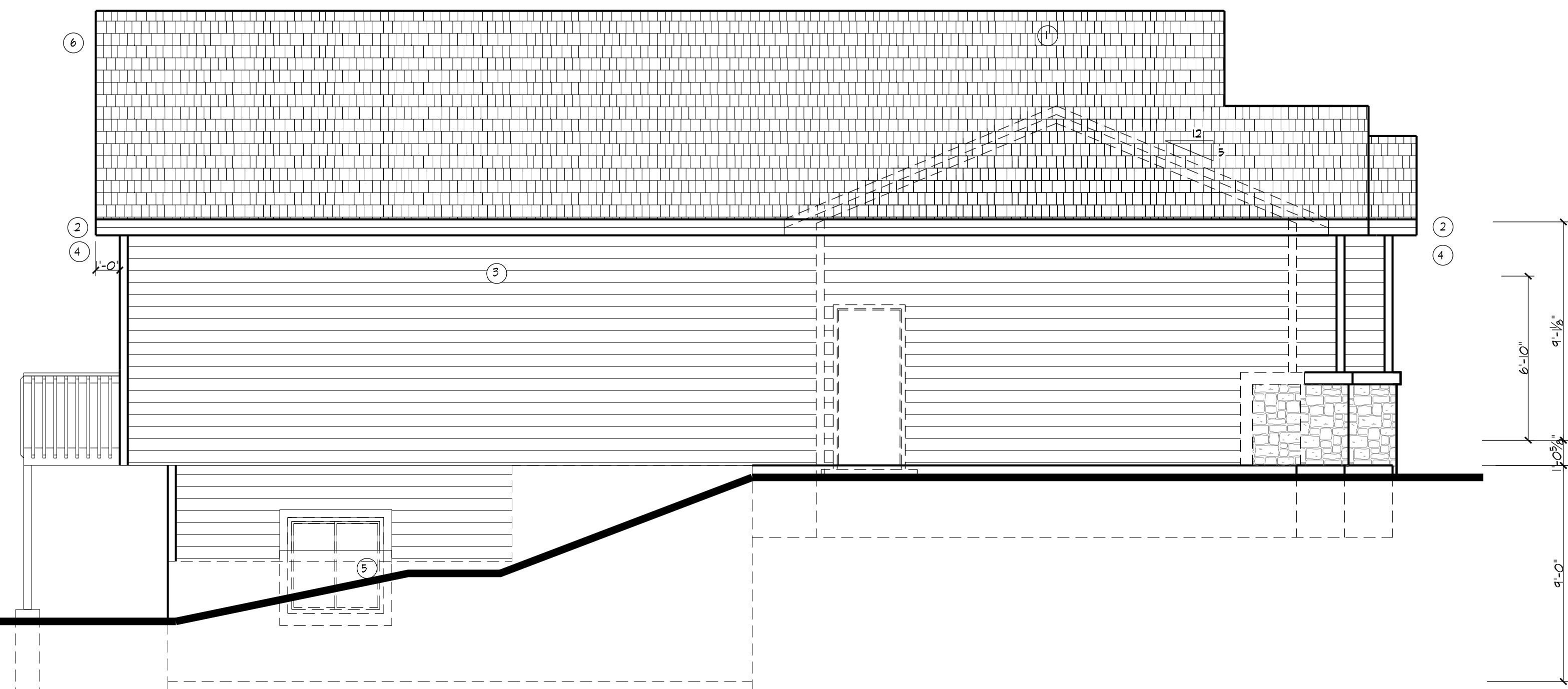
RIGHT SIDE ELEVATION

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



REAR ELEVATION

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



LEFT SIDE ELEVATION

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

ELEVATION NOTES:

- 1 ASPH. SHINGLE ROOFING
1240# BETWEEN OCT. 31 AND MAY 1.
- 2 1x8 HD.BD. FASCIA
- 3 6" LAP SIDING
- 4 GALV. IRON GUTTER AND
DOWNSPOUT WITH TIP OUTS
OR CONC. SPLASH BLOCKS
TO 4'-0" AWAY FROM FDN.
- 5 GALV. IRON RDM. WELL
W/ METAL BALUSTERS @4" MAX. OPNG.
- 6 PROVIDE ROOF VENTS AT 1/300
SQ. FT. OF ROOF. PLACE 1/2 OF VENTS IN
UPPER 1/3 OF ROOF AND 1/2 OF VENTS
IN SOFFITS
- 7 CONC. PATIO AND STEP.
- 8 CULTURED STONE
- 9 FLASH AT ALL ROOF AND WALL INTERSECTIONS.
- 10 3/16 W/ TAPERED TOP STUCCO TRIM
- 11 2X4 TRIM
- 12 OPTIONAL 3RD CAR GARAGE

DATE:	REV.	BY:
4-6-12	MIBAR R.L.	D.W.
4-21-14	NICK R.L.	D.W.
4-24-14	NICK R.L.	D.W.
5-19-14	NICK R.L.	D.W.
6-3-14	DAVID WOODY	D.W.
6-11-14	MIBAR R.L.	D.W.

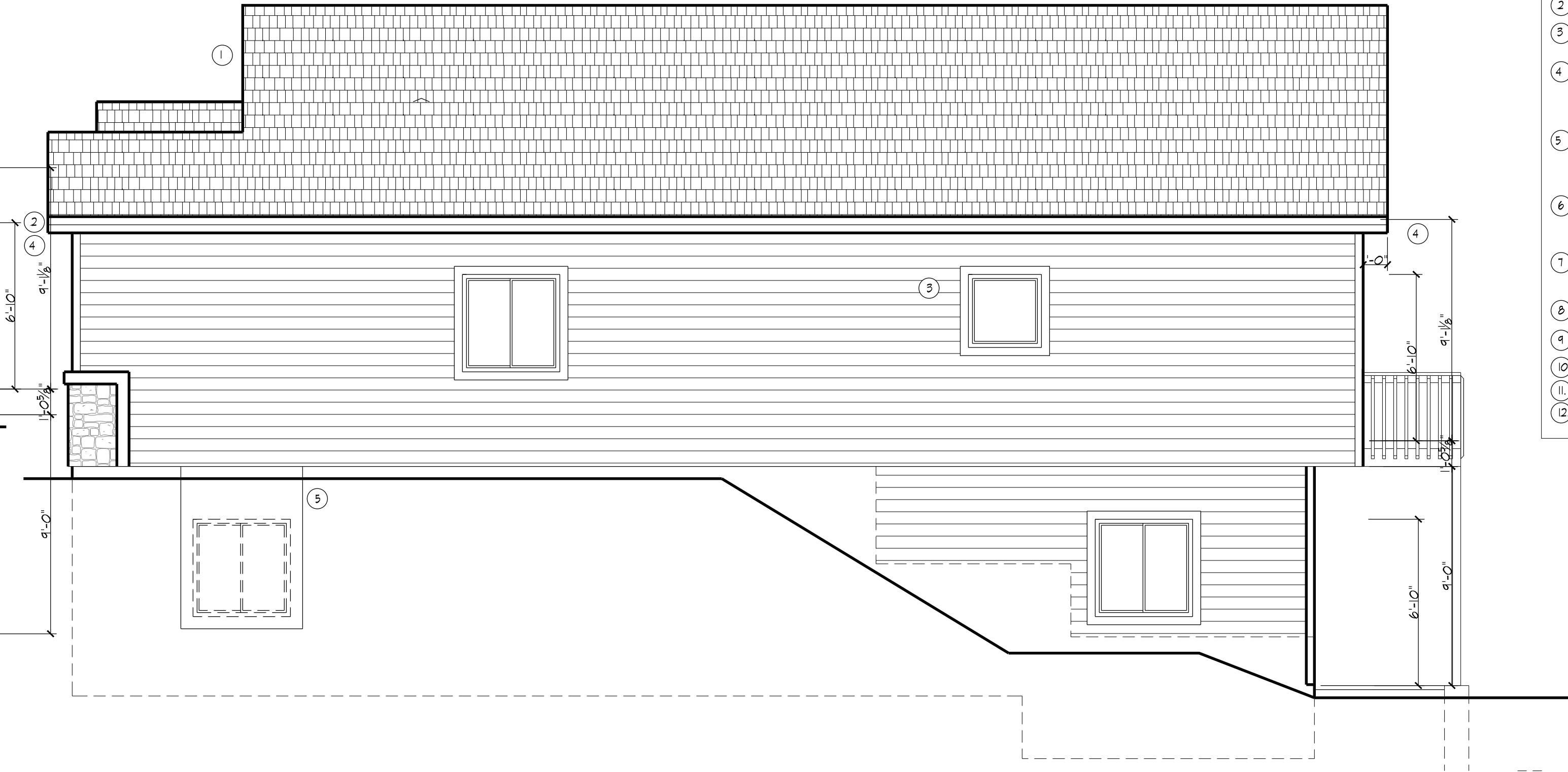
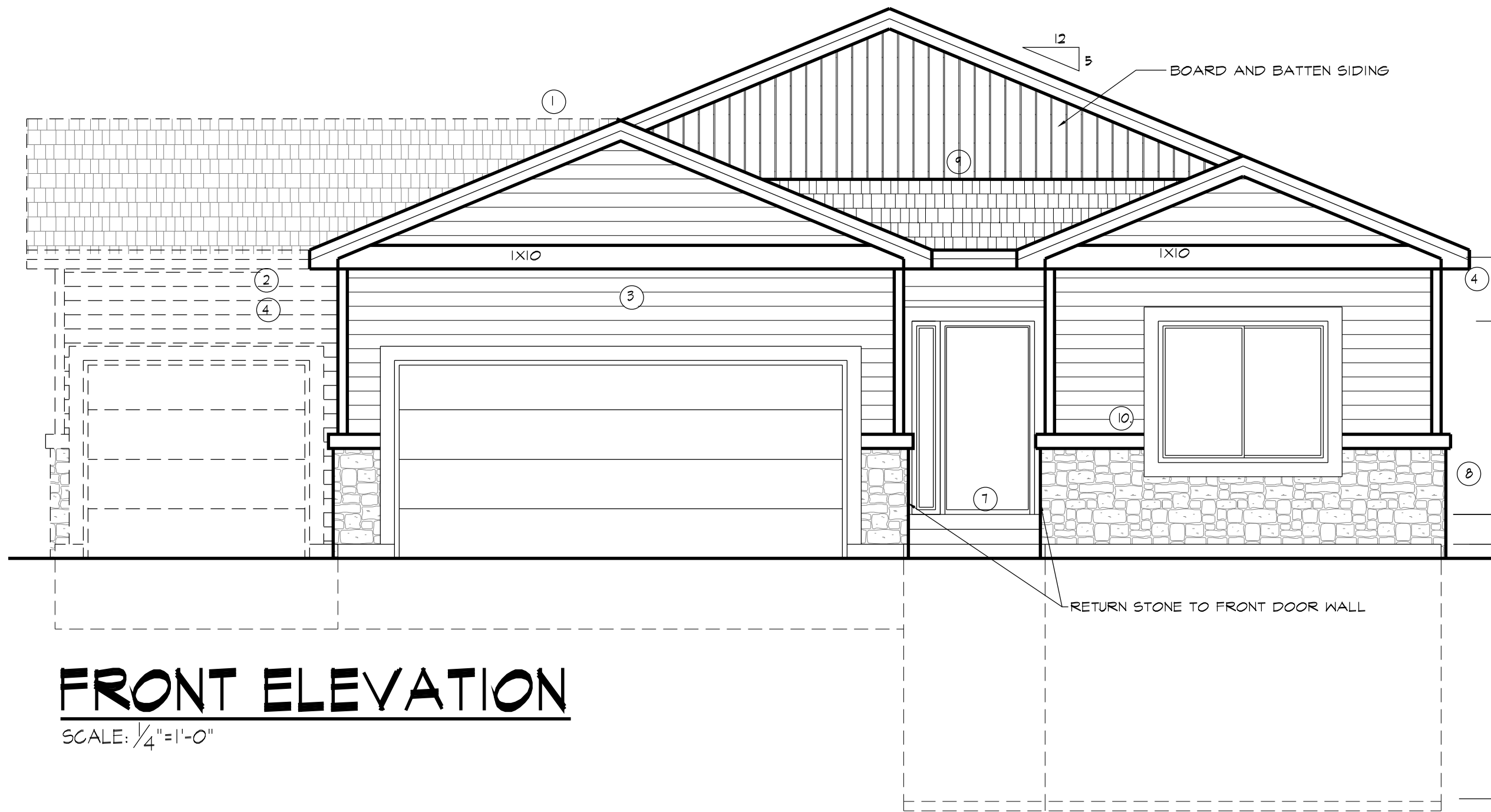
DAVID WOODY and CO.
CUSTOM HOME DESIGN AND DRAFTING
PO BOX 2391 MONUMENT, CO 80132
(719) 581-9018

MODEL : 1398.N
GARDEN LEVEL

Horizon View Homes
6240 Lake Shore Court
Colorado Springs, Co 80915
Telephone: (719) 382-9433
Fax: (719) 382-9488

DATE:	4-18-14
DRAWN BY:	D.W.

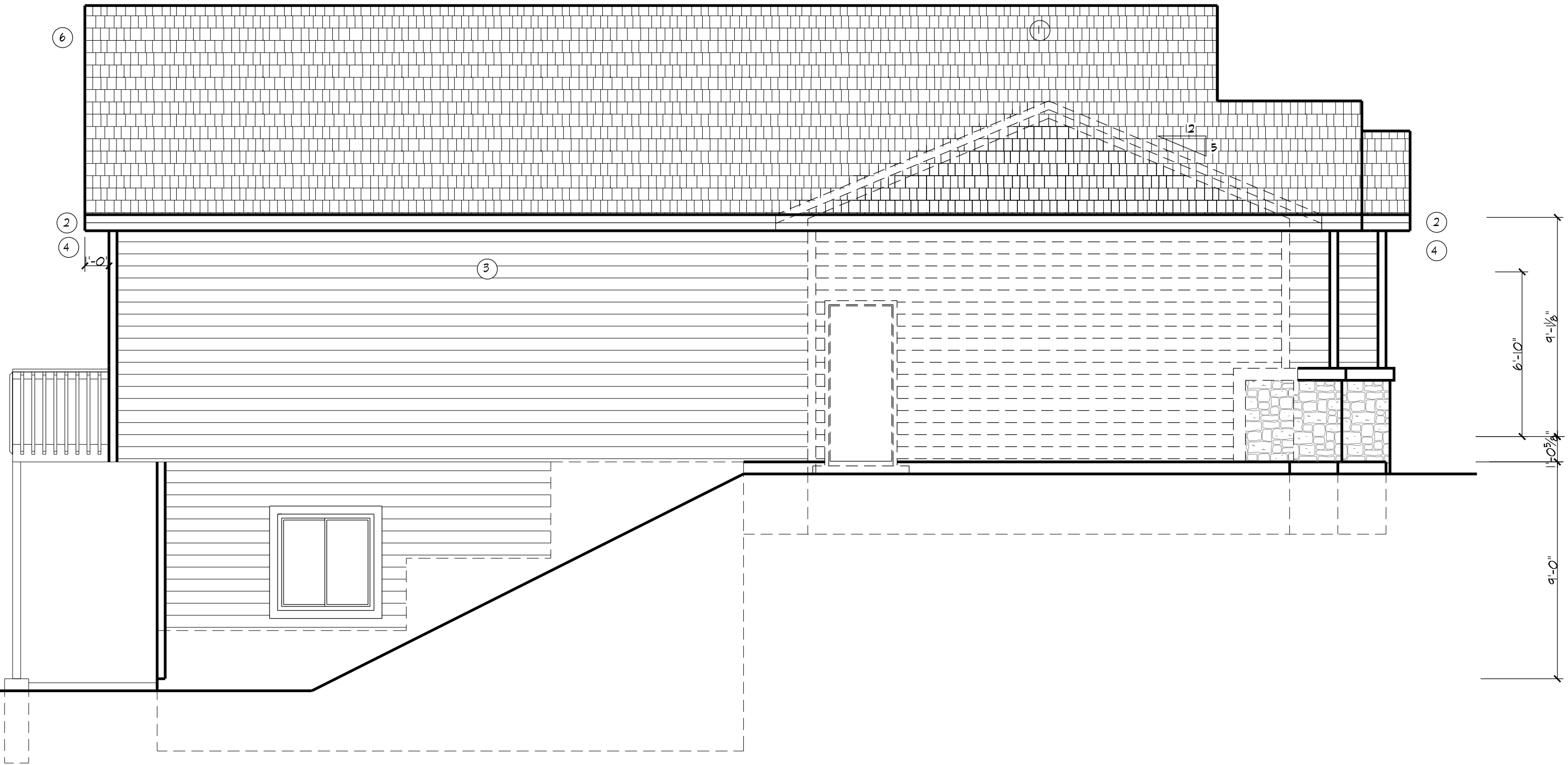
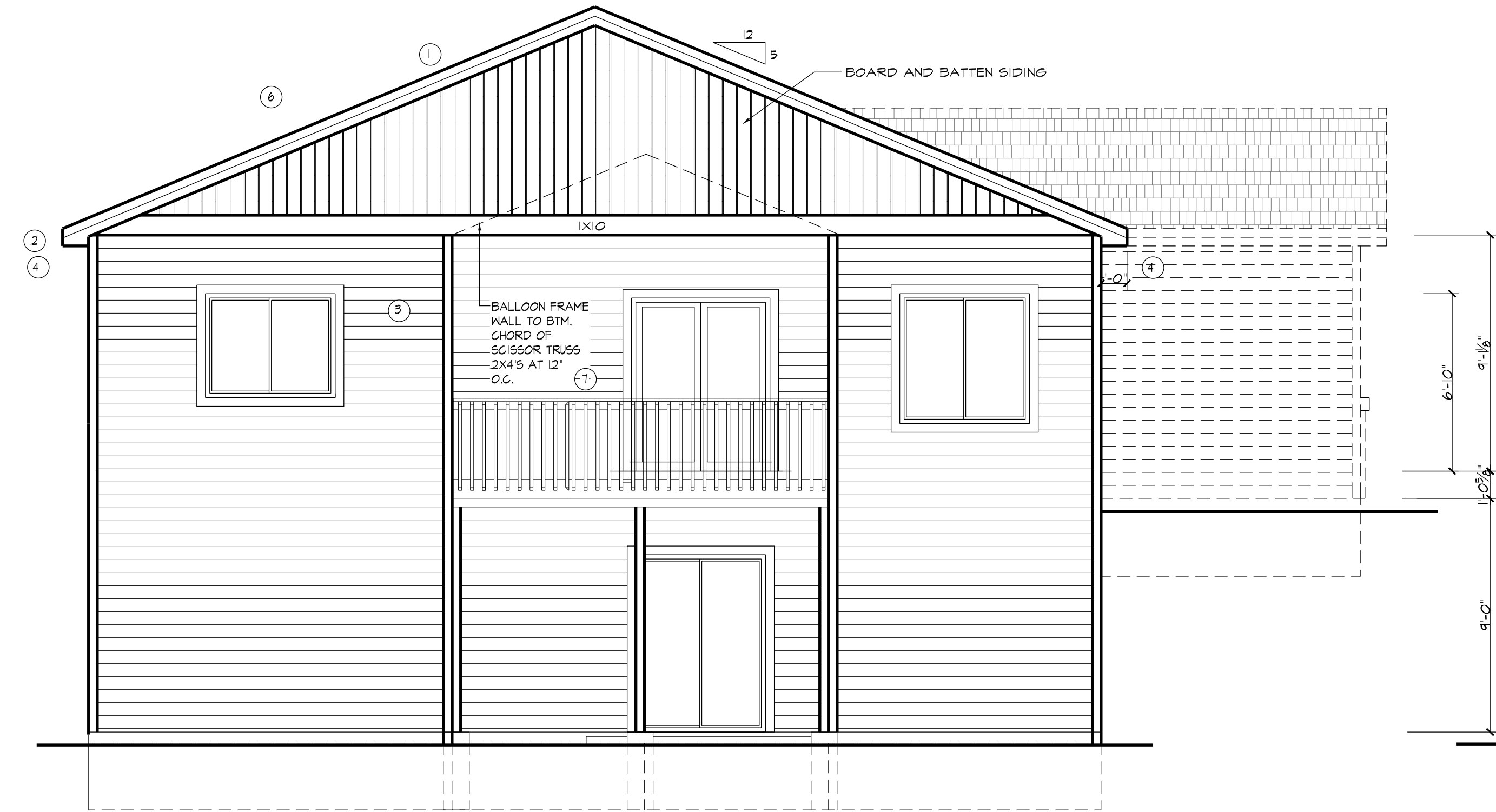
A-3.1



- ELEVATION NOTES:
- 1 ASPH. SHINGLE ROOFING
2404 BETWEEN OCT. 31 AND MAY 1.
 - 2 1x8 HD BD. FASCIA
 - 3 6" LAP SIDING
 - 4 GALV. IRON GUTTER AND
DOWNSPOUT WITH TIP OUTS
OR CONC. SPLASH BLOCKS
TO 4'-0" AWAY FROM FDTN.
 - 5 GALV. IRON PDM. WELL
W/ METAL BALLUSTERS @4' MAX. SPNG.
 - 6 PROVIDE ROOF VENTS AT 1/300
SQ. FT. OF ROOF. PLACE 1/2 OF VENTS IN
UPPER 1/3 OF ROOF AND 1/2 OF VENTS
IN SOFFITS
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 - 10 3x6 W/ TAPERED TOP STUCCO TRIM
 - 11 2x4 TRIM
 - 12 OPTIONAL 3RD CAR GARAGE

DAVID WOODY and CO.
CUSTOM HOME DESIGN AND DRAFTING
PO BOX 2391 MONUMENT, CO 80132
(719)531-4018

RIGHT SIDE ELEVATION
SCALE: 1/4"=1'-0"



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

LEFT SIDE ELEVATION
SCALE: 1/4"=1'-0"

MODEL : 1398.N
WALK OUT OPTION

Horizon View Homes
6240 Lake Shore Court
Colorado Springs, Co 80915
Telephone: (719) 382-9433
Fax: (719) 382-9488

DATE: 4-18-14
DRAWN BY: D.W.

A-3.2

ATTACHMENT 4
PLANNING & ZONING COMMISSION STAFF REPORT

PLANNING & ZONING COMMISSION AGENDA MEMORANDUM

ITEM: SUB19-0001 The Ridge at Johnstown Filing 1 – Final Subdivision and Final Development Plan

DESCRIPTION: Final Subdivision and Final Development Plan for The Ridge at Johnstown Subdivision Filing 1 (hereafter “Ridge 1”) encompasses 74.6-acre and creates 208 single-family lots.

LOCATION: Approximately 2000 Larimer County Road 3E (Larimer Co Parcel # 8526100005)

APPLICANT: J-25 Land Holdings LLC (owner)

STAFF: Darryll Wolnik, Planner II

HEARING DATE: May 13, 2020

PROPERTY INFORMATION

The applicant, J-25 Land Holdings LLC, is requesting final subdivision of and development plans for 74.6 acres of land located at approximately 2000 Larimer County Rd. 3E (Larimer County Parcel #8526100005) – halfway between County Road (CR) 16 and CR 18. The proposed subdivision is currently a single undeveloped parcel, historically used for agricultural purposes, which is wholly-owned by the Applicant. (*See Attachment A.*)

The subject property is bordered almost exclusively by unincorporated Larimer County, with the exception of a ±285 foot portion of the western boundary, which connects across County Road 3E to the town.. These abutting unincorporated lands are zoned in Larimer County as FA-Farming. This subject property, as well as the adjoining town property to the west is zoned PUD-MU in Johnstown, with approvals as “The Villages at Johnstown.” This adjacent land to the west is also owned by the applicant and is part of future phases and filings of this development.

The uses that surround this proposed subdivision are diverse. The property directly adjacent to the northeast is the Signet Subdivision, known as “La Paz,” containing 15 single-family detached homes on roughly ½-acre lots. There is also significant community open space within the subdiviison. Properties to the northwest on either side of County Rd. 3E are used for farming and agricultural with single family residences, as are adjacent properties to the east, southwest across County Rd. 3E, and south. There is a small parcel that notches out the subject property on the southwest corner. This property has a residence in the front and is used for non-conforming commercial conex box storage in the rear. Of note is a property to the southeast; there is an oil and gas site approximately 350 ft. from the subject property line and containing 12 well heads.

History

The subject property was annexed into the Town as part of the R&D #3 Annexation. It was annexed into town by way of Ordinance #2001-648, effective January 1, 2002. Ordinance #2001-651 subsequently zoned the subject property PUD-R (Residential). This is reflected in the ODP filed with the town in 2000. On March 1, 2002, the Town entered into an annexation agreement with the original annexation petitioner.

Initial water demand analyses were completed and agreed upon by the Town in the estimated amount of 357.4 acre-feet/year. At the time of the agreement, the original petitioner dedicated seven (7) shares of Home Supply and sixty (60) units of Colorado-Big Thompson water, creating a credit of 56 acre-feet of Home Supply and 30 acre-feet of Colorado-Big Thompson. The agreement also outlined the transfer of thirteen (13) shares of Gard Lateral Ditch Company shares, as well as two (2) shares of Harry Lateral Ditch Company. Stipulation for the owner or developer to construct onsite and offsite improvements, including streets and arterial roads (both on and off site), was included in the agreement.

In 2006, a preliminary plat and performance standards were approved through Resolution #2005-43. In 2018, the performance standards were updated, and a new preliminary plat was approved. (*See Attachment D*) This Final Subdivision and Final Development Plan were submitted for review in 2019.

NOTICE

Notice was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, April 23, 2020. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 500 feet of the property in question. This notice included a map of the proposed project and surrounding area. A community meeting was not held, as the department does not typically hold these meetings for a subdivision. No comments or concerns from adjacent property owners was received as of the date of publication of this memorandum.

PROJECT OVERVIEW

This proposed subdivision would create 208 single-family lots. (*See Attachment B*) These lots comprise 41.1 acres (55.1%) of the property, and range from 6,850 SF and 19,280 SF with an average area of 8,605 s/f. Sixteen common outlots would be created as part of this plat, constituting 15.6 acres (20.9%) of open space and stormwater detention areas. One neighborhood park would be created, comprising 4.1 acres. Of note is the proposed landscape standards revolving around water use. The applicant has proposed water-conservation focused landscaping requirements on private lots. These requirements will limit water use across the proposed subdivision, thereby decreasing the irrigation demand and water usage. A non-potable irrigation system, or connection to that managed by a Thompson Crossing Metro District (Thompson River Ranch) was investigated for the overall development, but was deemed infeasible.

The proposed subdivision has three ultimate access points. The development would access County Road 3E on the west, with two streets connecting to that road. County Road 3E is currently an unimproved gravel road, that will be upgraded with this project from CR 18 to CR 16 with paving of the existing roadway, and half-width buildout along the frontage of this property. The other access point would be on the east side, to the future High Plains Boulevard (CR 3), to connect through once that roadway is built. The proposed subdivision has no north/south street connections to adjacent parcels. This access to High Plains Blvd right-of-way will serve, in the interim, as a secondary emergency access to the north, to CR 18. This access /

emergency access easement will be sufficiently-sized, improved, and maintained to support the appropriate fire-fighting vehicles. The Transportation Master Plan indicates that CR 3E is expected to be a Minor Arterial; with High Plains Boulevard as a full Major Arterial at final build-out. The Town has secured the appropriate half-width rights-of-way for these ultimate roadways with this subdivision.

Part of the proposed subdivision is a trail network and park. The trail network utilizes common spaces between and behind homes to allow residents to walk in areas away from traffic, while connecting the proposed subdivision through mid-block trails. The trails also connect to the community park. Johnstown Municipal Code Sec 17-51 requires dedication of a minimum of 10% of the gross land area to the Town as park land, 7.46 acres for this development. In this case, where a residential Metro District (a quasi-governmental special district) is anticipated to own and maintain these open spaces, per Section V.A.2 of the approved Service Plan, and therefore ensure adjacent residents and future developments can interconnect and enjoy the trail network and open spaces, the Town waives the requirement of specific dedication.

The development proposes a 50- to 60-foot landscape buffer along the eastern boundary, which will be adjacent to the future High Plains Boulevard. Along the majority of the where this development borders the existing county subdivision to the north, there is a 25' landscape buffer proposed to help mitigate the impact of this new development on those existing residents. Along the south boundary, there is similarly a 25-foot buffer area for most of the lots in this area. Along CR 3E, Outlot H provides the larger open space/park area, and the northern lots have a smaller Outlot A with a buffer. Staff is working with the Applicant to ensure that along the perimeters of the development, there is a consistent fencing scheme with solid privacy fencing, masonry columns every 100' in appropriate locations; and a consistent open fence design for the areas where rear yards back to the smaller landscape/trail areas to avoid a tight corridor feel.

A sanitary sewer main will be constructed off-site along the High Plains Boulevard ultimate alignment, from the project's eastern boundary to the north, in that road alignment, and connecting into Low Point Wastewater Treatment Plant. The plant has sufficient capacity for this subdivision. These improvements are required to be installed and accepted by the Town prior to the first Certificate of Occupancy (CO) being issued; however the proposed development agreement permits the first set of model homes (only) by each builder to obtain building permits, such that the homes will be built concurrently with the utility improvements, and will not receive a CO until the system is fully functional. These improvements will also serve the future filings to the west, and be oversized to allow future development to connect in as well.

Stormwater will be managed and detained on-site to release at historic rates at the southeast corner of the property, per municipal code requirements. There are no known FEMA floodplains or mapped wetlands on the property, though there appears to be a natural wetlands-like area at the southeast corner, where drainage flows occur.

The proposed subdivision is part of the larger 245-acre "The Ridge at Johnstown" development area, previously approved as "The Villages at Johnstown." The proposed Filing 2, which is currently under review by the Town, is located west of CR 3E, opposite this project. That proposed development also consists of single-family detached housing, in a similar configuration to this project. Future filings of The Ridge are located further west and north, adjacent to I-25 and CR 18. Those future filings are proposed, per the approved preliminary plat and performance standards, to be more mixed-use, with higher density residential and employment/commercial, though specific development plans have not yet been submitted

to the Town. “The Ridge” is governed by a set of performance standards, approved in 2018. These performance standards act as additional zoning regulations for the area and control for things such as architecture, uses, setbacks, and landscaping.

Comprehensive Plan Goals

Goal CF 4 – Encourage a sustainable environment through techniques such as water-wise landscaping and water-efficient irrigation.

The proposed subdivision will limit the use of water-intensive landscaping on private lots via a maximum square-footage rule for such landscaping.

Goal CC 1 – Walkable, mixed-use economic centers

The proposed subdivision is part of the larger Ridge at Johnstown development, which will feature higher-density residential and commercial and employment areas within the overall development.

Goal PG 2 – Provide a variety of recreational opportunities for all ages and abilities that will draw the community together.

The proposed development will have a trail network and community park, connecting the neighborhood to the park and to each other through different modes of transportation.

Staff Analysis

Overall, the Subdivision and Development Plans are in keeping with the performance standards of The Ridge, as well as public improvements standards and specs, and the municipal code. The plans have gone through rigorous review by Staff and our ancillary reviewers.

The attempts to create a more water-conscious neighborhood are greatly appreciated by Staff, and we believe this will be an ongoing trend both to address the increasing cost of raw water and its impact on housing affordability, as well as Western conservation efforts. We are hopeful the landscaping proposed creates a unique neighborhood look and experience that homeowners and the community can appreciate.

The performance standards provide some requirements for residential architecture; however, Staff has had the opportunity to review and work with one potential homebuilder on their elevations – to review and redline to ensure compliance with the guidelines and Town of Johnstown performance standards. Those elevations are included for reference (Attachment C). The Town will continue to work with other builders as they provide model home elevations to review to ensure a consistent feel, while promoting architectural diversity and interest along each streetscape.

The off-site improvements required with this initial Filing 1 will be substantial, and will serve to create a solid foundation for service to the adjoining properties and future development to the west. Staff appreciates the willingness and readiness of the developers and their design team to work through the details of those construction plans to arrive at improvements that will facilitate this development, as well as future development in the area.

The paving of CR 3E as well as the ultimate build-out along the frontages of this project, will help to mitigate the strain of additional traffic on this current gravel county road. The dedication of right-of-way, cash-in-lieu for half-width improvements, and development of arterial buffering for the future High Plains Boulevard

helps to create another piece of the puzzle of creating this ultimate 5.5 mile stretch (in Johnstown GMA) of a major arterial that is a vital north-south connection for the Town of Johnstown and other Northern Colorado towns. High Plains Blvd is also referred to as the “North Interstate Parallel Arterial” (NIPA or IPA) in CDOT documents, and is intended to be a 14-mile major arterial from Hwy 66 in Mead to US 34, and beyond. This is an unfunded CDOT project, and is only possible through the dedication and development of the roadway by developers as the area along this corridor continues to develop. Great Plains Village, to the south, will be constructing their mile of this roadway, as well.

There remains an outstanding item in regards to the county road work that needs to be completed on CR 3E. An updated traffic improvement recommendation is needed to verify the improvements and lane additions (turn, accel, decel) that may be needed at the CR 18 intersection with CR 3E. Larimer County also remains the responsible jurisdiction for most of CR 3E, so all applicable road improvement plans and accesses must be approved through their processes. The Town will continue to coordinate with the Applicant and Larimer County to complete these reviews and adequate improvements, as part of the construction of the subdivision.

RECOMMENDED FINDINGS AND MOTIONS

Based on the application received and the preceding analysis for the proposed Final Subdivision and Final Development Plan for The Ridge at Johnstown Subdivision Filing 1, the Planning & Zoning Commission finds:

1. The proposed subdivision and development plans substantially comply with the Johnstown Area Comprehensive Plan.
2. The proposed subdivision and development plans can be served by Town utilities, and the surrounding transportation network is adequate to support this level of development.
3. The proposed subdivision and development plans will advance the goals set forth in the Johnstown Area Comprehensive Plan.
4. The proposed subdivision and development plans are in substantial conformance with all applicable Johnstown regulations, standards, and codes.

and therefore, moves to recommend to the Town Council approval of The Ridge at Johnstown Subdivision Filing 1 Final Subdivision and Final Development Plan, with the following conditions:

1. Applicant work with staff to resolve any outstanding final redlines or comments, until all plans, reports, and drawings are approved by Town Staff and the Town Engineer;
2. Applicant work with staff on the landscape guide to reduce water usage within the proposed project. This landscape guide will be integrated into an amendment to be completed in 2020, to the development’s Performance Standards document, and therefore readily available to all builders and homeowners.
3. The Applicant seek approval of configuration and construction drawings for Larimer County Road 3E in accordance with Town Staff, Town Engineer, and Larimer County Engineering.

-
4. The Applicant execute an approved Subdivision Development and Improvement Agreement and Water and Sewer Service Agreement with the Town Council, with all obligations, special provisions, and required fees therein.

Alternate Motions

- A. Motion to Approve with No Conditions: "I move that the Commission recommend to Town Council approval of the Ridge at Johnstown Subdivision Filing No. 1 – Final Subdivision and Final Development Plan as presented. "
- B. Motion to Deny: "I move that the Commission recommend to the Town Council denial of the Ridge at Johnstown Subdivision Filing No. 1 – Final Subdivision and Final Development Plan based upon the following..."

Respectfully Submitted,

Planner:



Darryll Wolnik
Planner II

Reviewed by:



Kim Meyer
Planning & Development Director

File Name: S:\PLANNING\2019 Land Use Projects\SUB19-0001 The Ridge Filing 1 Final Plat\Final Staff Report.docx

ATTACHMENTS

- A Vicinity Map
- B Application Materials, Final Plat, and Final Development Plans
- C Preliminary Home Elevations
- D Approved Preliminary Plat of Villages of Johnstown



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 3, 2020

ITEM NUMBER: 10 B

SUBJECT: Subdivision Development and Improvement Agreement for The Ridge at Johnstown Filing No. 1, by J-25 Land Holdings, LLC

ACTION PROPOSED: Approve Subdivision Development and Improvement Agreement

ATTACHMENTS: Proposed Subdivision Development and Improvement Agreement – signed by Developer

PRESENTED BY: Kim Meyer, Director of Planning & Development

AGENDA ITEM DESCRIPTION:

Enclosed for Council's review and approval is a Subdivision Development and Improvement Agreement for The Ridge at Johnstown Filing No. 1, with J-25 Land Holdings, LLC. The agreement follows the Town's standard template, with Special Provisions in Exhibit B-3. These B-3 provisions include, in summary:

1. Ability to pursue a non-potable water system in the future, with water requirement modifications.
2. High Plains Boulevard / LCR 3 Improvements to be satisfied with a cash-in-lieu payment due with each building permit; landscaping and street trees installed by a metro district once the future road is completed, participation in future signalization needed at High Plains Blvd and CR 18 (Freedom Parkway).
3. LCR 3E improvements:
 - a. Build to Minor Arterial cross section along full frontage of the development along roadway.
 - b. Pavement to minimum 2-lane county road section from CR 16 to CR 18 (Freedom Parkway), within one year of issuance of building permit #131 of this filing, in accordance with Larimer County requirements. Reimbursement from future development may be sought.

The Community That Cares

www.TownofJohnstown.com

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

- c. Seek subsequent Larimer County and Town approvals for improvements to roadway and potential intersection upgrades at CR 16 and CR 18, based on an updated traffic study.
4. Off-site Sanitary sewer extension along High Plains Boulevard alignment and in existing right-of-way north of CR 18, to the Low Point WWTP.
 - a. Oversizing of sewer pipe is required by the Town and the difference in pipe cost will be reimbursed to the Developer by the Town, to appropriately accommodate future development users for this line.
 - b. Up to 12 model homes total may be issued permits prior to completion and acceptance of these improvements, to allow home builders to jumpstart their sales efforts.
 - c. Reimbursement to the Developer or a District from off-site benefitted property owners may be sought for a prorated share of the required 8" main. As the Town is reimbursing Developer for the upsizing, those costs are not further reimbursable to the Developer.
5. The Town's future Interchange Reimbursement Fee is acknowledged, payable at building permit.
6. Construction Drawings must obtain full approvals.
7. Detention ponds maintained by the District(s).
8. Open spaces, parks, and trails shall be dedicated to the District(s), and available for public use.
9. Development schedule will be coordinated with the Town and fire district. See Sanitary Lot Schedule (Exhibit 2 to the B-3)
10. Consolidated Hillsborough Ditch Company License Agreement is needed to pursue full construction of the sanitary sewer line in High Plains Boulevard. (Exhibit 3 to the B-3).
11. Final fencing design and location shall be determined by Town Staff and Developer.
12. Final landscaping standards for single family lots may include specific low-water xeric requirements, enforceable by a homeowners' association – to be further determined by Town Staff and Developer. This will affect final raw water dedication requirements for Filing No. 1.

The full agreement is attached for review.

LEGAL ADVICE:

The Town attorney prepared the agreement.

FINANCIAL ADVICE:

N/A

The Community That Cares

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

RECOMMENDED ACTION:

Approve the Subdivision Development and Improvement Agreement for the Ridge at Johnstown Filing No. 1.

SUGGESTED MOTIONS:

For Approval

I move to approve the Subdivision Development and Improvement Agreement for the Ridge at Johnstown Filing No. 1.

For Denial

I move we deny the Subdivision Development and Improvement Agreement for the Ridge at Johnstown Filing No. 1, as presented.

Reviewed and Approved for Presentation,

Town Manager

The Community That Cares

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**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(The Ridge Johnstown, Filing No. 1)**

This Subdivision Development and Improvement Agreement (“Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a Colorado home rule municipal corporation (the “Town”) and **J-25 Land Holdings, LLC**, a Delaware limited liability company (the “Developer”) and the **Villages at Johnstown Metropolitan District No. 2** (East Village), a quasi-municipal corporation and political subdivision of the State of Colorado (“District”).

WITNESSETH:

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

WHEREAS, the Town and Developer recognize and agree that Developer owns additional real property near or adjacent to the Property referenced herein and that the Developer intends to develop such real property in phases of the overall development of The Ridge Johnstown, which subsequent phases shall be subject to separate subdivision development and improvement agreements; and

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

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

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

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

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

RECITALS

The Recitals are incorporated as if fully set forth herein.

DEFINITIONS

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

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

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

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

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

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

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

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

1.8 **“Public Improvements”** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities in the public right of way, irrigation structures, if any, that are not exclusively for the benefit of the Development, and other public facilities and improvements to serve the Development.

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

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

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

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

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

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

SUBDIVISION IMPROVEMENTS

2. Public Improvements

2.1 *Pre- Construction*

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

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

c. **Rights-of-Way, Easements, Permits and Use Tax:** Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of 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. Such title insurance shall be subject to "Permitted Exceptions" as the Town and Developer may mutually agree. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements. Developer shall also pay all applicable use tax due and owing to the Town.

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

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

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

2.5 ***Completion of Construction:*** Developer shall complete construction of the Public Improvements 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 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 as defined in Paragraph 5.1 below of such improvements.

3. **Private Improvements**

3.1 ***Pre- Construction:*** Prior to commencing construction of the Private Improvements, Developer shall submit a Site Development Plan to the Town. The Site Development Plan shall contain the proposed Private Improvements for the Development, including a plan for stormwater improvements, an irrigation system, landscaping, fencing, entry-way signage, street signs and posts, street lighting, parks and open space, trails, 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 Final Plat, the Resolution, the Site Development Plan, the Town’s ordinances, resolutions and regulations and all other applicable laws and regulations. All landscaping services shall be performed by a professional landscape architect or engineer. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be new and both workmanship and materials shall be of good quality.

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

3.4 ***Completion of Private Improvements:*** Unless otherwise agreed in writing by the Town Manager, the Private Improvements 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.

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

4. **Dry-Utilities**

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

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

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

5.1 ***Initial Acceptance:*** Developer shall make written application to the Town Manager for initial acceptance of the 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, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary (“Maintenance Guarantee”). The Maintenance Guarantee shall equal fifteen percent (15%) of the total cost of the Public Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Public Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Public Improvements. The Maintenance Guarantee may also be used to ensure that the installed landscaping, a Private Improvement, is satisfactorily established during the period between Initial Acceptance and Final Acceptance of the Public Improvements.

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

5.4 ***Maintenance, Repair and Replacement:*** Until Final Acceptance of the Public Improvements, Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer’s expense and shall ensure that the installed landscaping is established. If, within thirty (30) days after Developer’s receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements at Developer’s expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee. Notwithstanding the foregoing, upon Initial Acceptance, the Town shall be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.) and the Developer shall be responsible for all maintenance, repairs and replacement of the Private Improvements.

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

5.6 ***Homeowners Association:*** Prior to Final Acceptance and prior to the sale of lots or homes in the Development, Developer shall establish a homeowners association for the Development. Developer shall provide the Town with proposed covenants, bylaws and articles of incorporation for the homeowners association. Upon written approval of the covenants, bylaws and articles of incorporation by the Town, the same shall be recorded with the appropriate County Clerk and Recorder and the homeowners association shall thereafter be deemed to be established.

5.7 ***Dedication and Maintenance of Subdivision Improvements:*** Upon Final Acceptance of the Subdivision Improvements: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained, as appropriate by the Town, by the Developer, the homeowner's association or the Villages at Johnstown Metropolitan District Nos. 2-8 (the "District"); and (3) the Dry-Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the homeowner's association, or the District, or the appropriate public utility company.

WATER AND SEWER SERVICE

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

BUILDING PERMITS

7.1 The Town shall not issue building permits or install water meters for the Development until: (1) the Final Plat has been recorded with the 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; (6) Developer has established a homeowners association as set forth in Paragraph 5.6 above; and (7) all terms of this Agreement have been faithfully kept by Developer.

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 Final Plat, the Resolution or the Approved Plans, the Town may withhold the issuance of building permits. In the Town's discretion, the Town may provide written notice to the Developer and an opportunity to cure prior to withholding building permits. In any event, the Town and the Developer shall endeavor to work together to resolve the outstanding deficiencies in a timely manner.

CONSTRUCTION OPERATION STANDARDS

8.1 The operation of construction equipment outside an enclosed structure shall be prohibited between the hours of 8:00 p.m. or dusk, whichever is earlier, and 7:00 a.m. on weekdays and between the hours of 7:00 p.m. or dusk, whichever is earlier, and 8:00 a.m. on weekends and legal holidays. The Town Manager may, upon written application, alter the hours of operation for good cause by providing written notice to Developer.

8.2 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.

8.3 Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, dirt and mud caused by Developer's operation. Developer shall remove such waste material, rubbish, dirt and mud no less than weekly and, at the completion of the work, shall promptly remove all debris waste materials, rubbish, dirt, mud, tools, construction equipment, machinery, building materials, trash containers, and portable toilets from the public right-of-way.

8.5 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, if there is such a 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 Final Plat, the Resolution or Approved Plans, Developer shall comply with Johnstown's municipal code, zoning ordinances, subdivision regulations, landscape guidelines and the Performance Standards for the Ridge Johnstown (also known as the Performance Standards for Villages at Johnstown), which were approved by Town Council on December 2, 2018. Be there a conflict with the Performance Standards and Johnstown's municipal code, zoning ordinances, subdivision regulations and landscape guidelines (collectively "Codes"), the Town shall decide the proper application of the Codes and the Performance Standards.

9.3 Unless otherwise set forth in the Code, the Performance Standards or the Approved Plans, the following 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. In areas built with single family homes, no individual unit shall be built with the same elevation within three (3) units of itself on both sides of the street and all units shall have at least a two-car garage, except the multi-family homes.

- C. 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.

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 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 One Million Dollars (\$1,000,000.00), or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Whenever requested by the Town Manager, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and which show the Town, Town Officials, its employees, agents and representatives as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

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 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. Without limiting the Town's right to withhold building permits as set forth herein, in the event of a default, the Town shall deliver written notice to Developer of such default and Developer shall have thirty (30) days from receipt of such notice to cure the default. If the default is not of a type that may be cured within such thirty (30) 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, after notice and opportunity to cure as set forth in Paragraph 11.1, 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 six percent (6%) 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.

12.3 Notwithstanding anything to the contrary, use tax is due and owing prior to construction of any and all Subdivision Improvements.

MISCELLANEOUS

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

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

13.3 **Recording of Agreement:** A Notice of this Agreement substantially in the form as shown on **Exhibit E** is to be recorded with the approved Final Plat and shall be a covenant running with and against all the Property, property rights and improvements contained within the Development described in **Exhibit A** in order to put prospective owners, purchasers, successors, assigns, and others acquiring any interest in the property on notice as to the terms and obligations herein. No lots, tracts or parcels may be separately conveyed prior to recording such Notice and the Final Plat.

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

13.5 ***Transfer or Assignments:*** In the event of a sale or transfer of any portion of the Development, except to a bona fide residential home buyer of a completed owner-occupied home, the seller or transferor and the purchaser or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, 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 Manager.

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:

J-25 LAND HOLDINGS, LLC
Attention: ROY BADE
8901 E. Mountain View Rd, Ste 150
Scottsdale, AZ 85258
Email: Roy.Bade@calibercos.com

COPY TO:

Hunter & Goodhue, PLLC
Attention: Mark F. Hunter
4845 Pearl East Circle, Suite 101
Boulder, CO 80301
Email: mark@huntgoodlaw.com

TO TOWN:

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

COPY TO:

Avi S. Rocklin, Esq.
Law Office of Avi S. Rocklin, LLC
1437 N. Denver Avenue, No. 330
Loveland, CO 80538
Email: avi@rocklinlaw.com

Notice may also be provided by electronic mail (“e-mail”) communication on the condition that the recipient acknowledges receipt of the e-mail and does not object.

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

13.9 ***Vested Right.*** The Final Plat shall have vested rights pursuant to §§ 24-68-101, *et seq.*, C.R.S. for a period of three (3) years from the date of this Agreement.

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

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

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

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

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

13.15 ***No Third Party Beneficiaries.*** Lenders, lot or home buyers and materialmen, laborers or others providing work, services or materials for the Subdivision Improvements shall not have any right of action under this Agreement.

13.16 ***Force Majeure.*** Neither party shall be liable for a failure to perform hereunder if such failure is the result of force majeure, which shall mean causes beyond the reasonable control of a party such as acts of God, labor strikes, war, terrorism, fire 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 _____, 20____.

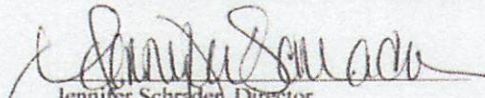
J-25 LAND HOLDINGS, LLC

By: J-25 Development Group, LLC, a Delaware limited liability company, as Manager

By: Caliber Services, LLC, an Arizona limited liability company, as its sole Member

By: Caliber Companies, LLC, an Arizona limited liability company, as Manager

By: Caliberco, Inc., a Delaware corporation, as its sole Member


Jennifer Schrader, Director

STATE OF ARIZONA

)

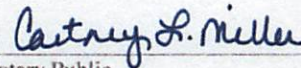
)ss.

COUNTY OF MARICOPA

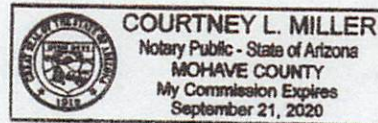
)

SUBSCRIBED AND SWORN to before me this 27 day of July, 2020, by Jennifer Schrader,
Director, J-25 Land Holdings, LLC.

WITNESS my hand and official seal.


Notary Public

My commission expires: 9-21-2020



Villages at Johnstown Metropolitan District No. 2 (East Village)

By: _____

Mark F. Hunter, President

STATE OF COLORADO

)

)ss.

COUNTY OF BOULDER

)

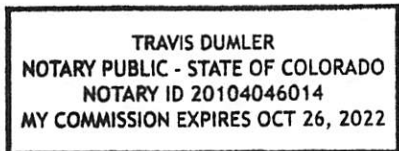
SUBSCRIBED AND SWORN to before me this 28 day of July, 2020, by Mark F. Hunter,
President, Villages at Johnstown Metropolitan District No. 2 (East Village)

WITNESS my hand and official seal.



Notary Public

My commission expires: 10/26/2022



TOWN OF JOHNSTOWN, COLORADO
A Colorado Home Rule Municipal Corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

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

EXHIBITS

TABLE OF CONTENTS

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

EXHIBIT A

**LEGAL DESCRIPTION
(Property)**

PLAT LEGAL DESCRIPTION

PART OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS;

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 26, MONUMENTED WITH A 2 ½" ALUMINUM CAP IN RANGE BOX, STAMPED LS 38304.

THENCE N89°44'37"W, A DISTANCE OF 2027.41 FEET ON THE SOUTH LINE OF NORTHEAST QUARTER OF SAID SECTION 26 TO THE SOUTHEAST CORNER OF THAT PARCEL RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20120077445, MONUMENTED WITH A NUMBER 4 REBAR WITH AN ILLEGIBLE YELLOW PLASTIC CAP;

THENCE N00°19'10"E, A DISTANCE OF 374.51 FEET ON THE EAST LINE OF SAID PARCEL TO THE NORTHEAST CORNER THEREOF, MONUMENTED WITH A NUMBER 4 REBAR WITH AN ILLEGIBLE YELLOW PLASTIC CAP;

THENCE N89°46'36"W, A DISTANCE OF 636.75 FEET ON THE EXTENDED NORTH LINE OF SAID PARCEL TO THE WEST RIGHT OF WAY LINE OF LARIMER COUNTY ROAD 3E, MONUMENTED WITH A NUMBER 5 REBAR WITH A 1 ¼" PURPLE PLASTIC CAP STAMPED PLS 37067;

THENCE N00°18'18"E, A DISTANCE OF 288.21 FEET ON SAID WEST RIGHT OF WAY LINE TO THE SOUTH LINE OF THAT PARCEL RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20170065074, MONUMENTED WITH A NUMBER 5 REBAR WITH A 1 ¼" PURPLE PLASTIC CAP STAMPED PLS 37067;

THENCE S89°49'38"E, A DISTANCE OF 55.00 FEET ON THE EXTENDED SOUTH LINE OF SAID PARCEL TO THE CENTERLINE OF LARIMER COUNTY ROAD 3E, WITNESSED BY A 1" IRON ROD WITH AN ILLEGIBLE YELLOW PLASTIC CAP SET ON LINE AND 30.00' FEET WEST OF THE CORNER;

THENCE N00°18'18"E, A DISTANCE OF 662.48 FEET ON SAID CENTERLINE TO CENTER-NORTH 1/16TH CORNER, MONUMENTED WITH A NUMBER 6 REBAR WITH 2 ½" ALUMINUM CAP STAMPED LS 16404;

THENCE S89°32'59"E, A DISTANCE OF 2618.90 FEET ON THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER TO THE NORTH 1/16TH CORNER COMMON TO SECTIONS 26 AND 25, MONUMENTED WITH A 3 ¼" ALUMINUM CAP STAMPED PLS 37067;

THENCE S00°44'00"W, A DISTANCE OF 1316.10 FEET ON THE EAST LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER TO THE POINT OF BEGINNING.

PARCEL CONTAINS 3,249,833 SQUARE FEET OR 74.606 ACRES.

July 31, 2019

Plat Legal Description

H:\Caliber\CO, Johnstown - JLH000001 - Villages at Johnstown\Survey\Documents\ The Ridge at Johnstown Filing 1 Plat Legal description.docx

EXHIBIT B-1

PLAT OR PLAN

(SEE ATTACHED)

SHEET 1 OF 2

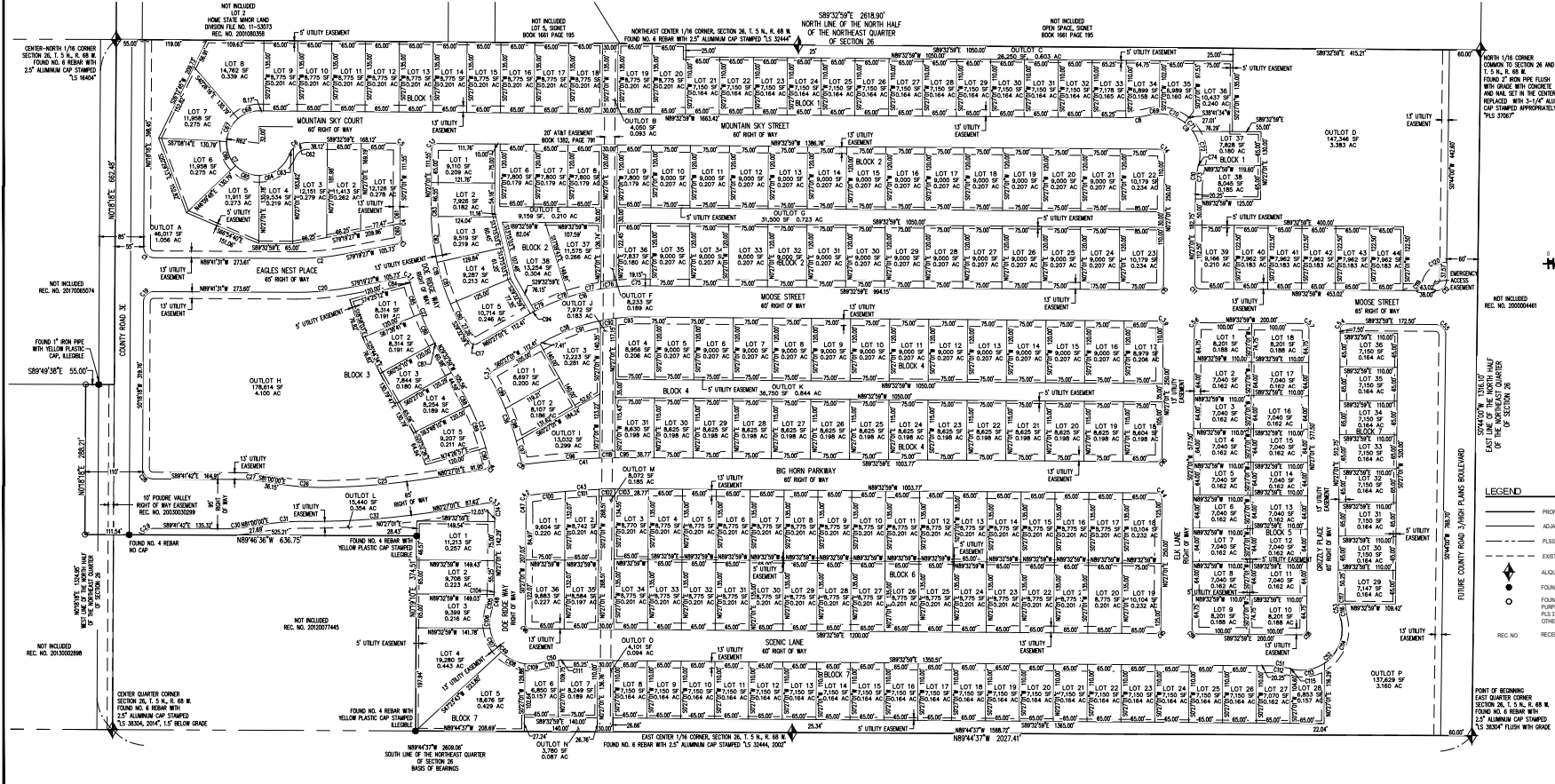
THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 1

PART OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 26,

T. 5 N., R. 68 W. OF THE 6TH P.M.,

JOHNSTOWN, LARIMER COUNTY, COLORADO

PARCEL CURVE SEGMENT TABLE				
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING
C1	89°59'47"	31.41	20.50	N44°41'34"W
C2	10°59'47"	86.62	40.00	S84°41'34"W
C3	89°59'47"	14.86	10.00	S34°41'34"W
C4	43°41'47"	61.16	53.00	S27°51'17"E
C5	90°00'00"	15.71	10.00	S47°51'17"E
C6	58°53'50"	45.70	38.00	N58°53'50"E
C7	248°53'50"	269.34	42.00	S32°53'50"E
C8	14°05'15"	46.22	188.00	S87°54'21"E
C9	118°01'31"	160.88	75.00	N44°52'58"W
C10	14°05'15"	46.22	188.00	N7°59'58"W
C11	90°00'00"	15.71	10.00	N44°52'58"W
C12	89°43'51"	31.32	20.50	S47°53'50"W
C13	90°00'00"	15.71	10.00	S47°53'50"W
C14	90°00'00"	15.71	10.00	N47°53'50"W
C15	90°00'00"	15.71	10.00	N47°53'50"W
C16	30°00'00"	225.15	430.00	N75°27'01"E
C17	90°00'00"	15.71	10.00	S74°25'57"E
C18	30°00'00"	246.89	470.00	S14°25'57"E
C19	90°00'00"	15.71	10.00	S47°53'50"W
C20	10°59'47"	102.08	53.00	S84°41'34"W



Galloway
2205 Roswell Plague Blvd., Suite 210
Johnstown, CO 80534
970.820.2300
galloway@cs.com

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

THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 1
PART OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., JOHNSTOWN, LARIMER COUNTY, COLORADO

#	Date	Issue / Description	INT.
1		PROPERTY LINE	
2		ADJACENT PROPERTY LINE	
3		PLAS ALIGNED LINE	
4		EXISTING EASEMENT	
5		ADJUTORY CORNER (AS DESCRIBED)	
6		FOUND 24" P.S. REBAR WITH 1-1/4" PLASTIC CAP, STAMPED PL-0001-0001	
7		OTHERWISE NOTED	

Project No. J1000001.10
Drawn By: AN
Checked By: FAK
Date: 08/27/19

EXHIBIT B-2

(RESOLUTION APPROVING PLAT OR PLAN)

(SEE ATTACHED)

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1.

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. Non-potable Water System. Concurrent with the execution of this Agreement, the Town and Developer are entering into a Water and Sewer Service Agreement (“WSSA”). If the Developer hereinafter desires to utilize a non-potable water system to water common landscaped areas, the Town and Developer agree to enter into a subsequent agreement regarding such system and amend the WSSA to reflect the reduced potable water requirement.
2. County Road 3 (“CR3”) Transportation Improvements. Developer agrees to pay for improvements to the portion of CR3 that is adjacent to the Development to a Major Arterial standard, as described in the Town’s Transportation Plan and the Town’s Design Criteria (“Developer’s CR3 Improvements”).
 - a. Developer’s CR3 Improvements include, and are limited to, two (2) lanes adjacent to the Development constructed to a Major Arterial standard. Developer’s CR3 Improvements shall be paid by a cash-in-lieu assessment on each residential lot in the Development at the time a lot owner applies for a building permit. The cost of Developer’s CR3 Improvements shall be determined by the Town Engineer by a certified cost estimate. The amount of the cash-in-lieu assessment on each residential lot shall be determined by dividing the Town Engineer’s certified cost estimate by two hundred and eight (208), representing the number of single family lots in the Development and in additional Developer property. The cash-in-lieu assessment shall include the costs attributable to the road, curb, gutter and sidewalk improvements.
 - b. Within 180 days of completion of the Developer’s CR3 Improvements, Developer or the Villages at Johnstown Metropolitan District Nos. 1-8 (“Districts”), or any of them, shall install the landscaping adjacent to CR3 in accordance with the Town’s landscaping guidelines and with Town staff approval.
 - c. In addition, when a traffic signal is warranted at County Road 18 and CR3, Developer or the Districts, or any of them, shall pay a pro-rata share of the cost of the traffic signal based on a percentage to be determined by a traffic study completed at that time.
3. County Road 3e (CR3e) Transportation Improvements.
 - a. Developer agrees to construct improvements, including curb, gutter, sidewalk and tree lawn, to CR3e along the frontage of the Development (the north to south edge of Development being the frontage) to an Interim Minor Arterial Cross Section standard (2 lane) as described in the Town’s Transportation Plan. Such improvements shall be in place prior to the issuance of the first certificate of occupancy for a residential structure in the Development, except that, in Town

staff's discretion, completion of the tree lawn improvements may be extended until a reasonable date after issuance of the first certificate of occupancy.

- b. Because of the traffic generated by the Development, paving of the current two-lane LCR3e is also required from County Road 18 to the northern boundary of the Development frontage, and from County Road 16 to the southern boundary of the Development frontage, as traffic is anticipated to exceed the 400 VPD Larimer County threshold for an unpaved road. Paving, turn lanes and interchange improvements as required by the master traffic study from County Road 18 to the northern boundary of the Development shall be completed by the Developer on or before the Town's issuance of certificates of occupancy for one hundred thirty (130) single family lots in the Development. Paving, turn lanes and interchange improvements from the southern boundary of the Development to County Road 16 shall be completed by the Developer within one (1) year following the issuance of the 130 certificates of occupancy. Subject to Larimer County's agreement and approval, paving from County Road 18 to the northern boundary of the Development shall be subject to a reimbursement agreement among the Town, the Developer and Larimer County.
 - c. Prior to commencement of the CR3e improvements set forth in subparts (a) and (b), and in sufficient time to allow Developer to meet the required deadlines, Developer shall obtain the appropriate Larimer County approvals and shall provide an updated traffic study to the Town. If the updated traffic study shows that additional improvements to CR3e are warranted based on the generation of traffic arising from or related to the Development, Developer shall be obligated to construct those improvements in the form and manner required by the Town.
4. Off-site Sanitary Sewer Line. In connection with the development of the Property, Developer is required to install an offsite sanitary sewer line ("Offsite Sanitary Sewer Line") extending a new main north from the Property within the future CR3 right-of-way alignment and then east to the Low Point Wastewater Treatment Plant ("LPWWTP"). Developer has specified an 8-inch main sanitary line for its Development. At the request of the Town, Developer shall install a combination of 12-inch and 15-inch main sanitary sewer lines. The Town shall pay the cost difference of the increased size of the pipe for the Offsite Sanitary Sewer Line from the Development to the LPWWTP. A certified cost estimate of the Offsite Sanitary Sewer Line (8", 12" and 15") is set forth on **Exhibit C**. The Offsite Sanitary Sewer Line shall be constructed in accordance with the approved Civil Engineering Construction Plans and shall be constructed as part of the Public Improvements and dedicated to the Town. No building permits, except those for up to twelve (12) model homes for marketing purposes only, shall be issued for the Development until the Developer has constructed the Offsite Sanitary Sewer Line and obtained the Town's Notice of Initial Acceptance.

Any off-site easements required for the Off-site Sanitary Sewer Line must be obtained by the Developer and recorded in Larimer County's real property records prior to the start of any construction. Copies of said easements are attached herewith as **Exhibit 1** to this

Exhibit B-3 and shall be assigned to the Town upon final completion of the Off-site Sanitary Sewer Line.

Subsequent to completion of the construction of the Offsite Sanitary Sewer Line, Developer shall be entitled to seek reimbursement from offsite benefitted property owners as provided in Article V of Chapter 13 of the Johnstown Municipal Code, as may be amended from time to time. Developer shall provide the certified cost of the Offsite Sanitary Sewer Line to the Town for review and approval. The Town may thereafter enter into a reimbursement agreement with Developer to require offsite benefitted property owners to pay a proportionate share of the cost of the Offsite Sanitary Sewer Line prior to connection thereto. Developer recognizes and agrees that the cost to upsize the sanitary sewer line from an 8" line to a combination of 12" and/or 15" lines shall not be subject to the reimbursement agreement and that the reimbursement for the 8" line shall be limited to a capacity of 50% depth over diameter flow of the 8" line. In addition, at the time of execution of the reimbursement agreement, the Town shall determine the allocation of the capacity for purposes of reimbursement. For purposes of clarity, an offsite benefitted property owner shall not be required to pay the Developer and the Town for use of the sewer line. Developer further recognizes and agrees that, pursuant to the approved Service Plan for the Districts, if the Districts, or any of them, impose a mill levy to recover the cost of the Offsite Sanitary Sewer Line, Developer shall be obligated to assign funds received from the offsite-benefitted property owners to the District, or any of them, to pay debt.

5. Interchange Reimbursement Fee. Developer recognizes and agrees that the Town intends to adopt a special fee to obtain reimbursement for the Town's costs related to the improvements to the Interstate 25 and State Highway 402 interchange ("Interchange") and that such fee shall be due and payable upon issuance of building permits in the Development. The Town recognizes that Developer incurred costs to improve the Interchange. Without waiving its rights, and specifically reserving the right to collect the special fee in full as adopted, the Town agrees, at a subsequent date, to consider the costs expended by the Developer that benefit the area generally, and not just the Development specifically, as an offset against the funds due and owing to the Town from the imposition of the special fee.
6. Construction drawings. Civil construction drawings shall be approved by the Town Engineer and a pre-construction meeting with the Town Public Works Department shall be conducted prior to commencement of construction of the Public Improvements. Construction drawings for Off-Site Improvements may also be subject to approval by the other governing entities with jurisdiction, including, but not necessarily limited to, the Consolidated Hillsborough Ditch Company and Larimer County. Developer shall coordinate any such approvals and required license, permits and similar items directly with those entities.
7. Detention pond(s). The Districts shall own and maintain the detention pond(s) in the Development.
8. Open Spaces, Parks and Trails. Developer shall dedicate all property containing open

space, park areas and trails to the Districts or any of them. The open spaces, parks and trails shall be available for public use, subject to the Districts' approved service plan.

9. Development Schedule. Developer, in cooperation with the Town, intends to deliver lots to builders in phases throughout the Development. Phased lot delivery will be coordinated with the Town, Front Range Fire Rescue Fire Protection District, and include coordination regarding emergency access, sewer phasing, and the issuance of building permits as more fully set forth on the Sanitary Lot Schedule 1, attached as **Exhibit 2** to this **Exhibit B-3**.
10. Consolidated Hillsborough Ditch Company License Agreement. The Town and Developer recognize and agree that, in connection with the construction and installation of the Offsite Sanitary Sewer Line and related appurtenances and the crossing of the Hillsborough Ditch, they have entered into a License Agreement with the Consolidated Hillsborough Ditch Company. To alleviate any ambiguity and confirm and clarify the intent, the Town and Developer affirm and agree that, except for the routine operation and maintenance of the Offsite Sanitary Sewer Line and related appurtenances, including the portion of which that crosses the Hillsborough Ditch and is subject to the License Agreement, the Developer shall remain responsible for all repairs and related work, to the fullest extent, until Final Acceptance of the Public Improvements and, more specifically, of the Offsite Sanitary Sewer Line and related appurtenances. Developer shall cause and allow all Town-required and requested inspections of the Offsite Sanitary Sewer Line and related appurtenances during the construction and installation and at any time thereafter until the improvement is accepted by the Town.
11. Fencing. Prior to installation, Developer and Town staff shall agree upon fencing for the Development, which may, in Town staff's discretion, deviate from the approved Performance Standards.
12. Landscaping. In Town staff's discretion, landscaping may deviate from the approved Performance Standards for the Development including low-water xeriscape requirements for single family lots enforceable by the homeowners' association for the Development.

EXHIBIT 1
Easements

WHEN RECORDED MAIL TO:
Hunter & Goodhue, PLLC
4845 Pearl East Circle, Suite 101
Boulder, CO 80301

FOR RECORDERS USE ONLY

EASEMENT AND RIGHT OF WAY AGREEMENT FOR SANITARY LINE

This Easement and Right of Way Agreement for Sanitary Line, made and entered into as of the 24th day of January, 2020 by and between **JAMES D. HARDING** hereinafter called "Grantor", and **J-25 LAND HOLDINGS, LLC**, a Delaware limited liability company, 8901 E. Mountain View Rd, Ste 150, Scottsdale, AZ 85258, hereinafter called "J-25" as Grantee.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby, sells, conveys and quitclaims to J-25, its successors and assigns, the sole, exclusive and permanent right to enter, re-enter, occupy and use the hereinafter described property to construct, reconstruct, inspect, operate, repair, maintain, replace, remove and operate a sanitary sewer line and all underground and service appurtenances thereto, under and upon the following described land, situate in the County of Larimer, State of Colorado, to wit:

See Attached Exhibit A

GRANTOR FURTHER GRANTS TO J-25:

- (a) The right to grade the strip of land for the full width thereof and to extend the cuts and fills with such grading into and on the land along and outside the strip to the extent as J-25 may find reasonably necessary for the construction of the sanitary line and its appurtenances thereto;
- (b) The right of ingress to and egress over and across the land for the installation and maintenance of the sanitary line as shall occasion the least practicable damage and inconvenience to Grantor;
- (c) The right of grading, constructing, maintaining and using such roads on and across the lands as J-25 may deem necessary in the exercise of the right of ingress and egress or to provide access to property adjacent to the land;
- (d) The right to mark the location of the strip by suitable markers set in the ground; provided that any such markers remaining after the period of construction shall be placed in locations which will not interfere with any reasonable use Grantor shall make of the land adjacent to the sanitary line easement;
- (e) All other rights necessary and incident to the full and complete use and enjoyment of the right-of-way and easement for the purposes herein granted.

GRANTOR HEREBY COVENANTS AND AGREES:

- (a) That Grantor shall not erect or place any permanent building, structure, improvement, fence or tree on the described easement whatsoever, and if they are so placed, and Grantor agrees, that Grantor shall remove such items at Grantor's sole expense.
- (b) Grantor shall not grant any other easement, right-of-way, permit or license upon, under or over said sanitary line easement without the written consent of J-25.
- (c) Grantor makes such sale and quitclaim subject to the following:

That certain Easement between Arthur Harding and Mary Harding, Grantor, and US WEST Communications, Grantee, dated April 1, 1993 and recorded June 3, 1993, Reception No. 93.036467, County of Larimer, State of Colorado, and;

That certain Easement between James D. Harding, Grantor, and Public Service Company of Colorado, Grantee dated July 17, 2012 and recorded August 1, 2012, Reception No. 20120051933, County of Larimer, State of Colorado.

J-25 HEREBY COVENANTS AND AGREES:

- (a) J-25 shall not fence or otherwise enclose the strip, except during periods of construction and repair.
- (b) That all trenches and excavations made in the laying or repairing of such pipeline shall be properly backfilled. All large gravel, stones and clods will be removed from the finished backfill. J-25 will finish

586907

the backfill after normal settling of the soil. J-25 will maintain the trench area and buried sanitary sewer line during installation. J-25 agrees, unless otherwise provided for, not to block, dam or obstruct in any manner in an irrigation canal, drainage ditches, creeks located on said lands, and also agrees to replace or repair any levees or banks disturbed or damaged by J-25's operations on said lands to the reasonable satisfaction of Grantor.

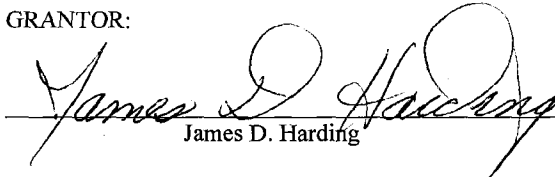
- (c) In the event J-25 is required to re-enter the land and excavate or re-excavate to maintain or repair the sanitary sewer line, J-25 will finish the backfill after normal settling of the soil.
- (d) J-25 shall be liable to the extent allowed by law for loss and damage which shall be caused by any wrongful exercise of the rights of ingress and egress or by wrongful or negligent act or omission of or of its agents or employees in the course of their employment.
- (e) J-25, its successors or assigns, shall promptly repair any breaks, leakage or seepage in said sanitary line should any such break, leakage or seepage occur after installation of said sanitary line. J-25, its successors or assigns shall backfill, compact and repair the land as it existed before any such repairs were made.

IT IS MUTUALLY AGREED BY THE PARTIES:

- (a) Grantor reserves all water and water rights appurtenant to the above described lands, all oil, gas and other minerals in, on and under the above-described lands, and Grantor shall not grant any right in the surface or otherwise that will materially interfere with the rights and privileges herein granted to J-25.
- (b) Each and every one of the benefits and burdens of this easement and right-of-way shall inure to and be binding upon the respective personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF the undersigned has set his hand and seal as Grantor this 24 day of January, 2020.

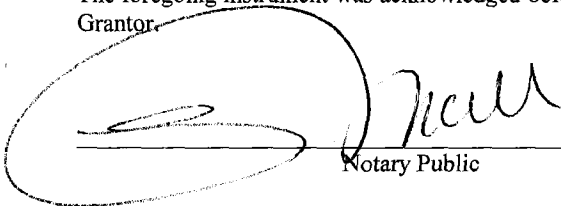
GRANTOR:


James D. Harding

STATE OF COLORADO }

COUNTY OF WELD }

The foregoing instrument was acknowledged before me this 24 day of January, 2020, by James D. Harding as Grantor.


Notary Public

{Notary Seal}

My commission expires: 5-28-21



**EXHIBIT A
LEGAL DESCRIPTION**

A PERMANENT SANITARY SEWER AND EMERGENCY ACCESS EASEMENT 30 FEET IN WIDTH OVER PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH 1/16 CORNER COMMON TO SECTION 25 AND 26, MONUMENTED WITH AN 3-1/4" ALUMINUM CAP STAMPED "PLS 37067";

THENCE S00°44'00"W, A DISTANCE OF 187.38 FEET ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25 TO THE POINT OF BEGINNING;

THENCE S89°16'45"E, A DISTANCE OF 8.50 FEET;

THENCE N00°44'00"E, A DISTANCE OF 187.38 FEET;

THENCE N00°43'50"E, A DISTANCE OF 1286.43 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 402;

THENCE S89°21'49"E, A DISTANCE OF 30.00 FEET ON SAID SOUTH RIGHT OF WAY LINE;

THENCE S00°43'50"W, A DISTANCE OF 1286.48 FEET;

THENCE S00°44'00"W, A DISTANCE OF 217.38 FEET;

THENCE N89°16'45"W, A DISTANCE OF 38.50 FEET TO SAID WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25;

THENCE N00°44'00"E, A DISTANCE OF 30.00 FEET ON SAID WEST LINE TO THE POINT OF BEGINNING.

PARCEL CONTAINS 45,370 SQUARE FEET OR 1.042 ACRES.

EXHIBIT B IS ATTACHED HERETO AND IS ONLY INTENDED TO DEPICT EXHIBIT A - LEGAL DESCRIPTION. IN THE EVENT THAT EXHIBIT A CONTAINS AN AMBIGUITY, EXHIBIT B MAY BE USED TO RESOLVE SAID AMBIGUITY.

BASIS OF BEARING:

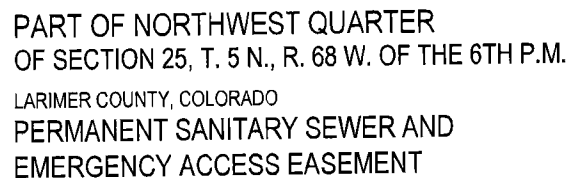
BEARINGS ARE BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, IN WHICH THE WEST LINE OF NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, T5N, R68W, 6TH PM, LARIMER COUNTY, COLORADO BEARS S00°43'50"W, A DISTANCE OF 1316.41 FEET BETWEEN THE NORTHWEST CORNER OF SECTION 25, MONUMENTED WITH AN ILLEGIBLE 2 1/4" ALUMINUM CAP IN RANGE BOX AND THE NORTH 1/16TH CORNER COMMON TO SECTIONS 25 AND 26 MONUMENTED WITH A NUMBER 6 REBAR WITH A 3 1/4" ALUMINUM CAP STAMPED PLS 37067, WITH ALL OTHER BEARINGS RELATIVE THERETO.

PREPARED FOR AND ON BEHALF OF GALLOWAY
BY JOSHUA J. MCCABE, PLS# 38638

December 23, 2019

H:\Caliber\CO, Johnstown - JLH000001 - Villages at Johnstown\Survey\Documents\San eas-off site- legal Desc.docx





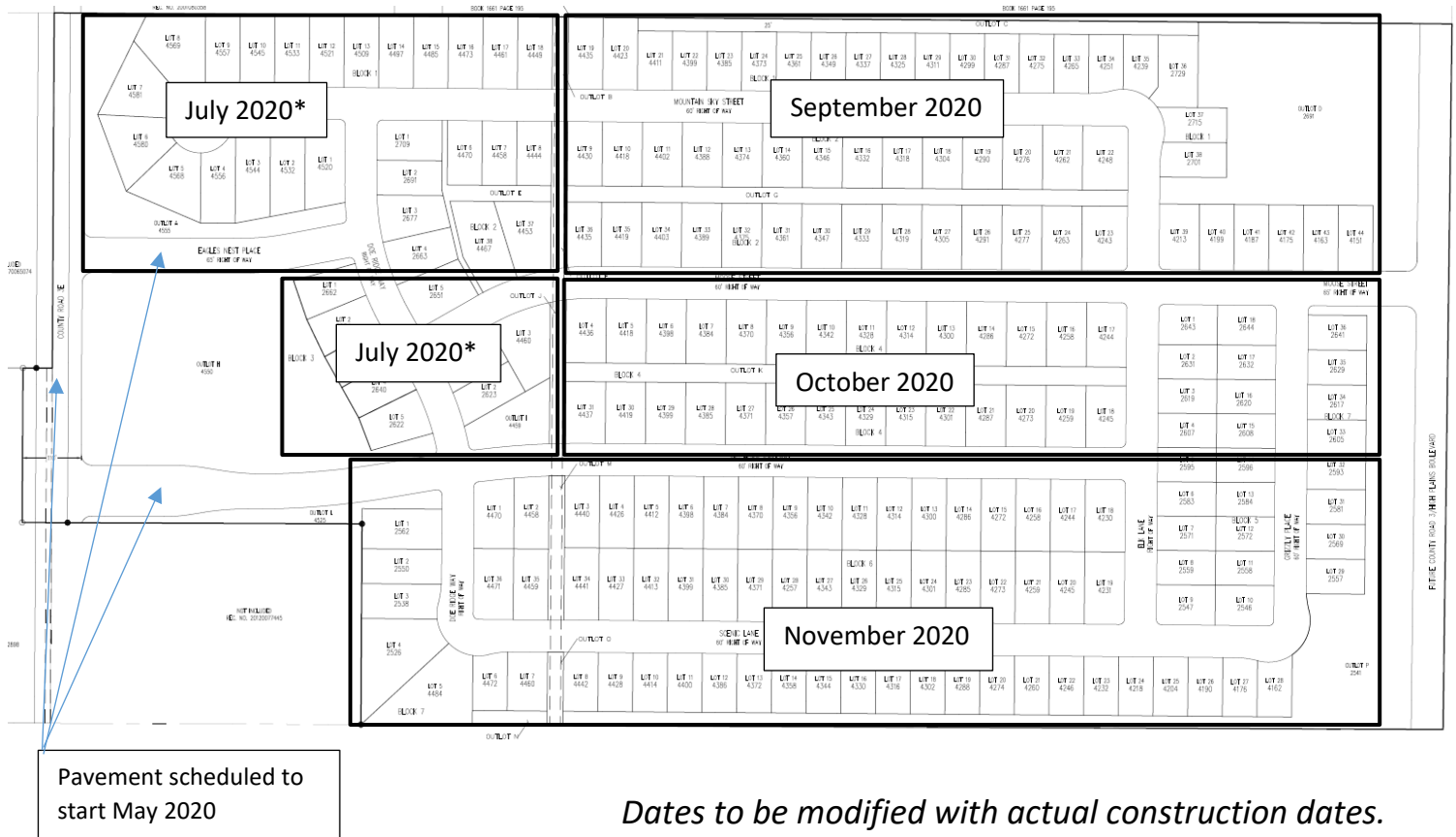
Galloway
AN IRVING-CLOUD COMPANY

5265 Ronald Reagan Blvd., Suite 200
Johnstown, CO 80534
970.800.3300 • GallowayUS.com

EXHIBIT 2
Sanitary Lot Schedule

*The expedited July delivery schedule is conditioned upon the following:

1. Johnstown approval of the lots being on their own sewer phase
2. Johnstown issuing home building permits with the main sewer hookup at a later date prior to occupancy permit



*Dates to be modified with actual construction dates.
Exhibit illustrates basic lot phasing expectations*

EXHIBIT C

**SCHEDULE OF PUBLIC IMPROVEMENTS
(ATTACHED)**



5265 Ronald Reagan Blvd., Suite 210
Johnstown, CO 80534
970.800.3300 • GallowayUS.com

**The Ridge Filing 1 - ACTUAL
ENGINEER'S OPINION OF PROBABLE COST**

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
1	6" ABC Under 4" HBP	Square Yard	34,887	\$ 16.25	\$ 566,913.75
2	7" ABC Under 5" HBP	Square Yard	4,983	\$ 19.50	\$ 97,168.50
3	9.5" ABC Under 7" HBP (CR3E)	Square Yard	10,283	\$ 22.75	\$ 233,938.25
4	Town of Johnstown Crosspans (6-Foot)	Each	5	\$ 965.00	\$ 4,825.00
					\$ 902,845.50
5	18" Reinforced Concrete Pipe (Class III)	Linear Foot	1,588	\$ 40.00	\$ 63,502.80
6	24" Reinforced Concrete Pipe (Class III)	Linear Foot	2,711	\$ 52.00	\$ 140,994.88
7	30" Reinforced Concrete Pipe (Class III)	Linear Foot	684	\$ 65.00	\$ 44,473.65
8	36" Reinforced Concrete Pipe (Class III)	Linear Foot	1,288	\$ 85.00	\$ 109,500.40
9	42" Reinforced Concrete Pipe (Class III)	Linear Foot	547	\$ 115.00	\$ 62,921.10
10	48" Reinforced Concrete Pipe (Class III)	Linear Foot	330	\$ 128.75	\$ 42,487.50
11	54" Reinforced Concrete Pipe (Class III)	Linear Foot	182	\$ 150.00	\$ 27,319.50
12	4' Dia. Storm Sewer Manhole	Each	8	\$ 1,930.00	\$ 15,440.00
13	5' Dia. Storm Sewer Manhole	Each	8	\$ 2,500.00	\$ 20,000.00
14	6' Dia. Storm Sewer Manhole	Each	4	\$ 3,575.00	\$ 14,300.00
15	7' Dia. Storm Sewer Manhole	Each	2	\$ 6,865.00	\$ 13,730.00
16	8' Dia. Storm Sewer Manhole	Each	3	\$ 7,500.00	\$ 22,500.00
17	3' Concrete Cutoff Walls	Each	2	\$ 180.00	\$ 360.00
18	24" RCP Flared End Section	Each	1	\$ 550.00	\$ 550.00
19	Inlet, Type R (5')	Each	1	\$ 3,952.00	\$ 3,952.00

**The Ridge Filing 1 - ACTUAL
ENGINEER'S OPINION OF PROBABLE COST**

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
20	Inlet, Type R (10')	Each	2	\$ 5,935.00	\$ 11,870.00
21	Inlet, Type R (15')	Each	1	\$ 8,225.00	\$ 8,225.00
22	Inlet, Type R (20')	Each	7	\$ 10,350.00	\$ 72,450.00
23	Inlet, Type 16 (3')	Each	1	\$ 3,250.00	\$ 3,250.00
24	Inlet, Type 16 (12')	Each	1	\$ 6,250.00	\$ 6,250.00
25	Inlet, Type 16 (18')	Each	7	\$ 9,900.00	\$ 69,300.00
26	Inlet, Type C (35" x 35")	Each	4	\$ 2,535.00	\$ 10,140.00
27	Modified CDOT Box 10'x11' Box Base MH	Each	1	\$ 12,850.00	\$ 12,850.00
28	Pond Outlet Structure	Each	2	\$ 7,670.00	\$ 15,340.00
29	Forbay Structure	Each	3	\$ 3,575.00	\$ 10,725.00
30	Trickle Channel	Linear Feet	1,458	\$ 16.50	\$ 24,057.00
					\$ 826,488.83
31	6" Concrete Sidewalk (5')	Square Yard	11,768	\$ 9.00	\$ 105,912.00
32	6" Concrete Sidewalk (8')	Square Yard	3,576	\$ 9.00	\$ 32,184.00
33	6" Concrete Sidewalk (10')	Square Yard	2,184	\$ 9.00	\$ 19,656.00
33	Square Handicap Ramp	Each	16	\$ 940.00	\$ 15,040.00
34	Radius with Handicap Ramp	Each	24	\$ 1,105.00	\$ 26,520.00
34	Curb and Gutter, Mountable	Linear Foot	17,049	\$ 15.50	\$ 264,259.50
35	Curb and Gutter, Vertical	Linear Foot	3,150	\$ 15.50	\$ 48,825.00
35	Curb and Gutter, Island	Linear Foot	467	\$ 13.50	\$ 6,304.50
36	Speed Limit Signs	Each	5	\$ 410.00	\$ 2,050.00
37	Stop Signs	Each	13	\$ 320.00	\$ 4,160.00

**The Ridge Filing 1 - ACTUAL
ENGINEER'S OPINION OF PROBABLE COST**

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
38	Street Name Signs	Each	13	\$ 320.00	\$ 4,160.00
					\$ 529,071.00
39	8" Sanitary SDR 35 PVC Pipe, (Complete in place)	Linear Foot	9,622	\$ 30.00	\$ 288,660.00
40	Sanitary Services	Each	208	\$ 650.00	\$ 135,200.00
41	4' Dia. Sanitary Sewer Manhole	Each	32	\$ 2,795.00	\$ 89,440.00
42	6' Dia. Sanitary Sewer Manhole w/ Platform	Each	3	\$ 3,225.00	\$ 9,675.00
					\$ 522,975.00
43	Fire Hydrant Assembly with 6" Gate Valve	Each	16	\$ 3,120.00	\$ 49,920.00
44	6" Water C900 PVC PIPE (Complete in Place)	Linear Foot	280	\$ 30.00	\$ 8,400.00
45	8" Water C900 PVC PIPE (Complete in Place)	Linear Foot	10,557	\$ 32.50	\$ 343,102.50
46	20"x8" Tee and Gate Valve	Each	1	\$ 1,625.00	\$ 1,625.00
47	8" Gate Valve	Each	46	\$ 1,072.50	\$ 49,335.00
48	8"x8" Cross	Each	2	\$ 495.00	\$ 990.00
49	6"x8" Reducer	Each	2	\$ 133.00	\$ 266.00
50	8"x8" Tee	Each	7	\$ 330.00	\$ 2,310.00
50	8"x6" Swivel Tee	Each	15	\$ 285.00	\$ 4,275.00
52	6" Gate Valve	Each	16	\$ 590.00	\$ 9,440.00
53	Water Services	Each	208	\$ 1,075.00	\$ 223,600.00
54	8" Deflection	Each	6	\$ 405.00	\$ 2,430.00
55	11.25 Bend	Each	10	\$ 200.00	\$ 2,000.00
56	45 Bend	Each	2	\$ 200.00	\$ 400.00

**The Ridge Filing 1 - ACTUAL
ENGINEER'S OPINION OF PROBABLE COST**

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
57	90 Bend	Each	2	\$ 215.00	\$ 430.00
58	Testing Chlorination	Each	10,557	\$ 2.00	\$ 21,114.00
					\$ 719,637.50
58	15" Sanitary PVC (Off-Site)	Each	4,174	\$ 50.00	\$ 208,700.00
58	12" Sanitary PVC (Off-Site)	Each	1,798	\$ 46.25	\$ 83,157.50
58	4' Sanitary Manhole (Off-Site)	Each	11	\$ 2,762.50	\$ 30,387.50
58	6' Sanitary Manhole (Off-Site)	Each	5	\$ 8,580.00	\$ 42,900.00
					\$ 365,145.00
Total					\$ 3,866,162.83

EXHIBIT D

FORM--IRREVOCABLE LETTER OF CREDIT

NAME OF ISSUING BANK_____

ADDRESS OF ISSUING BANK_____

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

ATTENTION:TOWN OF JOHNSTOWN ATTORNEY AND TOWN MANAGER

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

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

Partial and multiple drawings are permitted hereunder.

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

This Irrevocable Letter of Credit is not transferable.

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

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

Signed this _____ day of _____, 20____.

Issuing Bank: _____

By: _____

Officer's Title: _____

Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires:

Notary Public



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 3, 2020

ITEM NUMBER: 10 C

SUBJECT: Water Rights Dedication Agreement for The Ridge at Johnstown, by J-25 Land Holdings, LLC

ACTION PROPOSED: Approve Water Rights Dedication Agreement

ATTACHMENTS: Proposed Water Rights Dedication Agreement – signed by Developer & Metro District

PRESENTED BY: Kim Meyer, Director of Planning & Development

AGENDA ITEM DESCRIPTION:

Enclosed for Council's review and approval is a Water Rights Dedication Agreement for The Ridge at Johnstown, by J-25 Land Holdings, LLC. This agreement provides for the dedication of 18 adjudicated shares of Consolidated Home Supply Ditch Co. (Certificate #6975), equivalent to 288 SFEs (single family equivalents), to the Town of Johnstown. This dedication will create The Ridge Water Bank with the Town, containing the credit for these 18 shares/288 SFEs, which J-25 Land Holdings, LLC, intends to apply to the Filing 1 and proposed Filing 2 of The Ridge at Johnstown development. Those filings are proposed to total 288 single family lots with associated open spaces. Any remaining credit would be applied to future phases of The Ridge development/PUD.

Prior to any building permits being issued, a water and sewer service agreement (WSSA) for each filing will be forthcoming. The Filing No 1 WSSA is pending final reviews and approval of the Town's water engineering firm, Helton & Williamson.

LEGAL ADVICE:

The Town attorney prepared the agreement.

The Community That Cares

www.TownofJohnstown.com

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

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION:

Approve the Water Rights Dedication Agreement for The Ridge at Johnstown.

SUGGESTED MOTIONS:

For Approval:

I move to approve the The Ridge at Johnstown Water Rights Dedication Agreement.

For Denial:

I move to deny the The Ridge at Johnstown Water Rights Dedication Agreement, as presented.

Reviewed and Approved for Presentation,

Town Manager

**AGREEMENT CONCERNING WATER RIGHTS DEDICATION
BETWEEN TOWN OF JOHNSTOWN AND J-25 LAND HOLDINGS, LLC**

This Agreement Concerning Water Rights Dedication (“Agreement”), is made and entered into on this _____ day of _____, 2020, by and between the Town of Johnstown, Colorado, a Colorado home rule municipal corporation (“Town”), J-25 Land Holdings, LLC, a Delaware limited liability company (“Developer”) and the Villages at Johnstown Metropolitan District No. 2 (East Village), a quasi-municipal corporation and political subdivision of the State of Colorado (“District”).

RECITALS

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

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

WHEREAS, on August 3, 2020, the Town Council conducted a public hearing and, by Resolution No. 2020-07, approved the Final Plat; and

WHEREAS, Section 13-68 of the Johnstown Municipal Code requires Developer to dedicate water in a sufficient amount to satisfy the water demands projected for all proposed uses within the platted area; and

WHEREAS, Developer is the owner of eighteen (18) shares of the Consolidated Home Supply Ditch and Reservoir Company represented by Certificate Number 6975 (“Water Shares”), a copy of which is attached hereto as **Exhibit C** and incorporated herein by this reference, which Water Shares have been changed to allow municipal uses; and

WHEREAS, although the Town and Developer have not finalized an estimate of the projected water demands for the Development, upon information and belief, the Water Shares provide a sufficient water supply to satisfy the raw water demands for the Development; and

WHEREAS, the District will acquire real property from the Developer within the Development which real property shall require sufficient water supply to satisfy the raw water demands for the common areas within the Development; and

WHEREAS, Developer agrees to dedicate the Water Shares to the Town and the Town agrees to create a water bank to allow the water to be used within the Development and, if there is a surplus credit, within subsequent phases of The Ridge Johnstown development; and

WHEREAS, to effectuate the foregoing, the Town and Developer desires to enter into this Agreement.

AGREEMENT

1. Water Dedication. On or before August 13, 2020, Developer shall dedicate the Water Shares to the Town.

2. Water Bank. Upon dedication of the Water Shares, the Town shall create a water bank, to be known as The Ridge Water Bank, containing water credit in the amount of 144 acre-feet of raw water, or 288 single family equivalent units, to be used to satisfy the projected water demands for the Development, and, if there is a surplus credit, for subsequent phases of the development, including The Ridge Johnstown Filing No 2. If there is not sufficient water in The Ridge Water Bank to satisfy the projected water demands for the Development, the Developer shall be required to dedicate additional water in the amount necessary to satisfy the water demands prior to issuance of any building permits in the Development and prior to execution of a water and sewer service agreement. Absent written notice from Developer and written approval of the Town, the water contained in The Ridge Water Bank shall not be allocated to any other use in the Town.

3. Water Court Transfer Fee. At the time of, or prior to, the dedication of the Water Shares, Developer shall pay the water court transfer fee required by Article IV of Chapter 13 of the Johnstown Municipal Code to the Town in the amount of Forty Three Thousand Two Hundred Dollars (\$43,200.00).

4. Water Assessments. Prior to dedication of the Water Shares to the Town, Developer shall have paid all water assessments due and owing to the Consolidated Home Supply Ditch and Reservoir Company and to the Gard Lateral Ditch Company up to the date of the dedication.

5. Water and Sewer Service Agreement. Prior to issuance of any building permits in the Development, the Town and Developer shall enter into a water and sewer service agreement setting forth the raw water demands for the Development and therein allocating a sufficient amount of water from The Ridge Water Bank to satisfy those uses.

6. Binding Effect. This Agreement shall benefit Developer and Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property.

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

8. 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.

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

10. 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.

[Remainder of page intentionally left blank.]

TOWN OF JOHNSTOWN, COLORADO
A Colorado Home Rule Municipal Corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

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

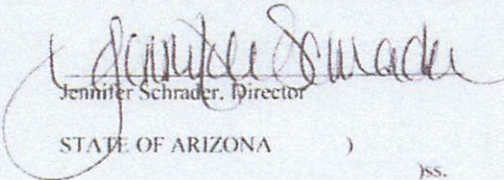
J-25 LAND HOLDINGS, LLC

By: J-25 Development Group, LLC, a Delaware limited liability company, as Manager

By: Caliber Services, LLC, an Arizona limited liability company, as its sole Member

By: Caliber Companies, LLC, an Arizona limited liability company, as Manager

By: Caliberco, Inc., a Delaware corporation, as its sole Member


Jennifer Schrader, Director

STATE OF ARIZONA)

ss.

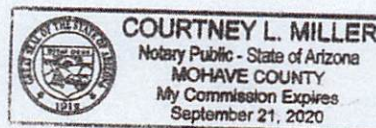
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this 28 day of July, 2020, by Jennifer Schrader, Director, J-25 Land Holdings, LLC.

WITNESS my hand and official seal.


Notary Public

My commission expires: 9-21-2020



Villages at Johnstown Metropolitan District No. 2 (East Village)

By: 
Mark F. Hunter, President

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

SUBSCRIBED AND SWORN to before me this 28 day of July, 2020, by Mark F. Hunter, President, Villages at Johnstown Metropolitan District No. 2 (East Village)

WITNESS my hand and official seal.



Notary Public

My commission expires: 10/26/2022

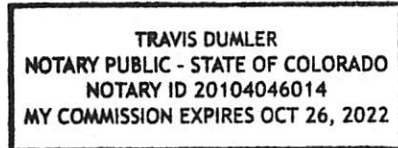


EXHIBIT A
(Property)

PLAT LEGAL DESCRIPTION

PART OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS;

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 26, MONUMENTED WITH A 2 ½" ALUMINUM CAP IN RANGE BOX, STAMPED LS 38304.

THENCE N89°44'37"W, A DISTANCE OF 2027.41 FEET ON THE SOUTH LINE OF NORTHEAST QUARTER OF SAID SECTION 26 TO THE SOUTHEAST CORNER OF THAT PARCEL RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20120077445, MONUMENTED WITH A NUMBER 4 REBAR WITH AN ILLEGIBLE YELLOW PLASTIC CAP;

THENCE N00°19'10"E, A DISTANCE OF 374.51 FEET ON THE EAST LINE OF SAID PARCEL TO THE NORTHEAST CORNER THEREOF, MONUMENTED WITH A NUMBER 4 REBAR WITH AN ILLEGIBLE YELLOW PLASTIC CAP;

THENCE N89°46'36"W, A DISTANCE OF 636.75 FEET ON THE EXTENDED NORTH LINE OF SAID PARCEL TO THE WEST RIGHT OF WAY LINE OF LARIMER COUNTY ROAD 3E, MONUMENTED WITH A NUMBER 5 REBAR WITH A 1 ¼" PURPLE PLASTIC CAP STAMPED PLS 37067;

THENCE N00°18'18"E, A DISTANCE OF 288.21 FEET ON SAID WEST RIGHT OF WAY LINE TO THE SOUTH LINE OF THAT PARCEL RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20170065074, MONUMENTED WITH A NUMBER 5 REBAR WITH A 1 ¼" PURPLE PLASTIC CAP STAMPED PLS 37067;

THENCE S89°49'38"E, A DISTANCE OF 55.00 FEET ON THE EXTENDED SOUTH LINE OF SAID PARCEL TO THE CENTERLINE OF LARIMER COUNTY ROAD 3E, WITNESSED BY A 1" IRON ROD WITH AN ILLEGIBLE YELLOW PLASTIC CAP SET ON LINE AND 30.00' FEET WEST OF THE CORNER;

THENCE N00°18'18"E, A DISTANCE OF 662.48 FEET ON SAID CENTERLINE TO CENTER-NORTH 1/16TH CORNER, MONUMENTED WITH A NUMBER 6 REBAR WITH 2 ½" ALUMINUM CAP STAMPED LS 16404;

THENCE S89°32'59"E, A DISTANCE OF 2618.90 FEET ON THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER TO THE NORTH 1/16TH CORNER COMMON TO SECTIONS 26 AND 25, MONUMENTED WITH A 3 ¼" ALUMINUM CAP STAMPED PLS 37067;

THENCE S00°44'00"W, A DISTANCE OF 1316.10 FEET ON THE EAST LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER TO THE POINT OF BEGINNING.

PARCEL CONTAINS 3,249,833 SQUARE FEET OR 74.606 ACRES.

July 31, 2019

Plat Legal Description

H:\Caliber\CO, Johnstown - JLH000001 - Villages at Johnstown\Survey\Documents\ The Ridge at Johnstown Filing 1 Plat Legal description.docx

EXHIBIT B
(Final Plat)

SHEET 1 OF 2

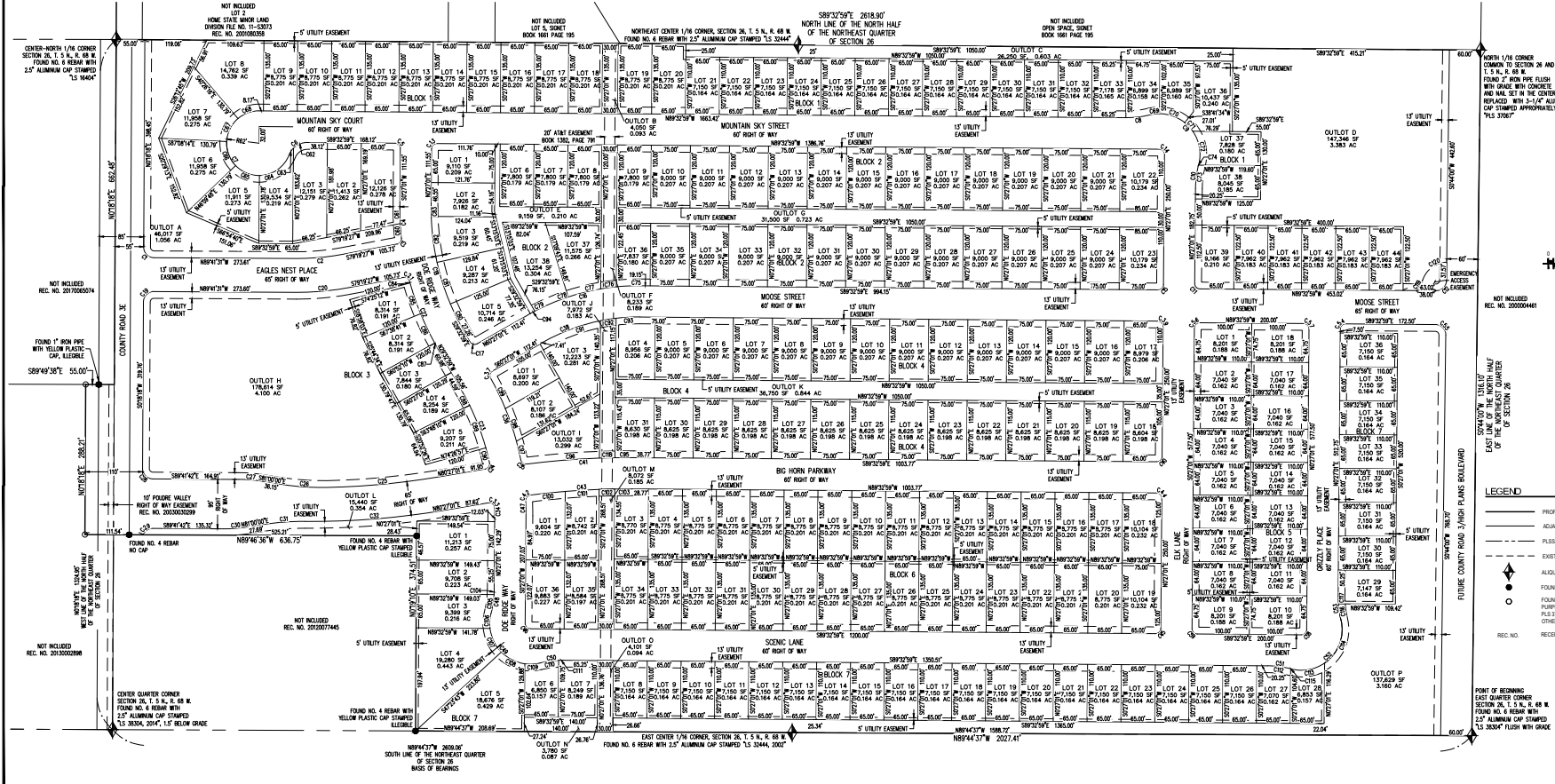
THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 1

PART OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 26,

T. 5 N., R. 68 W. OF THE 6TH P.M.,

JOHNSTOWN, LARIMER COUNTY, COLORADO

PARCEL CURVE SEGMENT TABLE				
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING
C1	89°59'47"	31.41	20.50	N44°41'34"W
C2	10°59'47"	86.62	40.00	S84°41'34"W
C3	89°59'47"	14.86	10.00	S34°41'34"W
C4	43°41'47"	61.16	53.00	S27°51'17"E
C5	90°00'00"	15.71	10.00	S47°51'17"E
C6	58°53'50"	45.70	38.00	N58°53'50"E
C7	248°53'50"	269.34	42.00	S32°53'50"E
C8	14°05'15"	46.22	188.00	S87°54'21"E
C9	118°01'31"	160.88	75.00	N44°52'58"W
C10	14°05'15"	46.22	188.00	N7°59'38"W
C11	90°00'00"	15.71	10.00	N44°52'58"W
C12	89°43'51"	31.32	20.50	S47°53'30"E
C13	90°00'00"	15.71	10.00	S47°53'30"E
C14	90°00'00"	15.71	10.00	N47°53'30"E
C15	90°00'00"	15.71	10.00	N47°53'30"E
C16	30°00'00"	225.15	430.00	N75°27'01"E
C17	90°00'00"	15.71	10.00	S74°25'37"E
C18	30°00'00"	246.69	470.00	S14°25'37"E
C19	90°00'00"	15.71	10.00	S47°53'30"E
C20	10°59'47"	102.08	53.00	S84°41'34"W



Galloway

5205 Roswell Plague Blvd., Suite 210
Johnstown, CO 80534
970.820.2300
gallowayllc.com



THE RIDGE AT JOHNSTOWN
SUBDIVISION FILING NO. 1
PART OF THE SOUTH HALF OF THE NORTH HALF OF
SECTION 26, TOWNSHIP 5 NORTH,
RANGE 68 WEST OF THE 6TH P.M.,
JOHNSTOWN, LARIMER COUNTY, COLORADO

#	Date	Issue / Description	Int.
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EXHIBIT C
(Water Certificate)

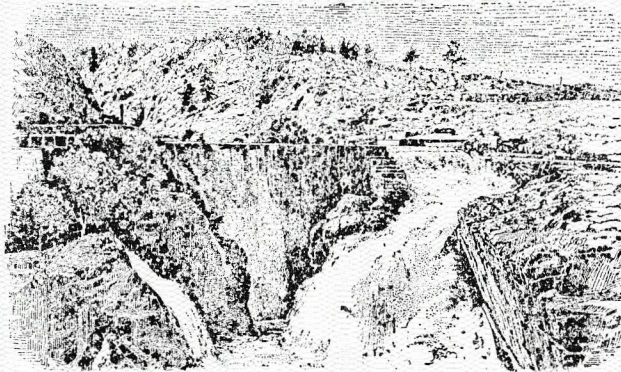
No 6975

Incorporated Under the
Laws of the State of Colorado

—18—
Shares

The Consolidated Home Supply Ditch and Reservoir Co.

CAPITAL STOCK
\$100,000



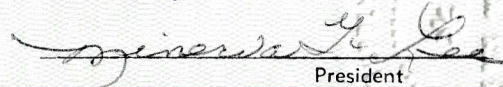
2,000 SHARES
\$50 EACH

This is to Certify that TBG Funding, LLC - Lienholder ; J-25
Land Holdings, LLC - Owner

is the owner of Eighteen Shares of Capital Stock of
The Consolidated Home Supply Ditch and Reservoir Company, full paid
transferrable only on the books of the Company, in person, or by attorney,
on surrender of this certificate.

Witness the Seal of the Company and the Signatures of the President
and Secretary at Loveland, Colorado, this 23rd day of August

2019


President


Secretary



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 3, 2020

ITEM NUMBER: 10 D

SUBJECT: Outdoor Construction Activity Times

ACTION PROPOSED: **Public Hearing** - Ordinance No. 2020-181 Amending Article VIII of Chapter 10 to add Section 10-168 concerning Outdoor Construction Activity

ATTACHMENTS: 1. Ordinance No. 2020-181. An Ordinance Concerning Outdoor Construction Activity

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Over the past few months, the Town has received concerns regarding outdoor construction activity beginning extremely early in the morning, sometimes as early as 6 a.m. and waking and/or disturbing neighbors. Currently, the Town has no regulations regarding construction activity throughout the Town. As a result, construction can take place any time during the weekday and/or weekend. While homeowner associations may regulate construction activity, these rules are not applicable and enforceable by the Town. In neighborhoods with no homeowner associations, there is no control and enforcement regulations in place and in those instances, we have been forced to inform the complainant that there is nothing we can do about the construction.

The ordinance proposed would establish guidelines and regulations related to specific construction hours that would be applicable through out the Town and would be enforceable by the code enforcement department. The proposed construction hours, as detailed in the ordinance, would permit construction activity during the following times:

- Monday – Friday: 7 a.m. – 8 p.m. or dusk (whichever is earlier)
- Saturday – Sunday and Holidays: 7 a.m. – 8 p.m. or dusk (whichever is earlier)

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LEGAL ADVICE:

The ordinance as presented was drafted by the Town Attorney.

FINANCIAL ADVICE:

Not Applicable

RECOMMENDED ACTION:

Approve Ordinance 2020-181 as presented.

SUGGESTED MOTIONS:

For Approval:

I move to approve Ordinance 2020-181 as presented, amending Article VIII of Chapter 10 to add Section 10-168 Concerning Outdoor Construction Activity.

For Denial:

I move to deny Ordinance 2020-181 as presented, amending Article VIII of Chapter 10 to add Section 10-168 Concerning Outdoor Construction Activity.

Reviewed and Approved for Presentation,

Town Manager

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TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2020-181

**AN ORDINANCE AMENDING ARTICLE VIII OF CHAPTER 10 TO
ADD SECTION 10-168 CONCERNING OUTDOOR CONSTRUCTION
ACTIVITY**

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

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

WHEREAS, Article VIII of Chapter 10 of the Johnstown Municipal Code (“Code”) regulates noise offenses in the Town; and

WHEREAS, to better accommodate the needs and desires of the residents of the Town, Town Council desires to limit outdoor construction activity to certain reasonable time periods; and

WHEREAS, to effectuate the foregoing, Town Council desires to amend Article VIII of Chapter 10 to add Section 10-168; and

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

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

Section 1. Article VIII of Chapter 10 of the Johnstown Municipal Code shall be amended to add Section 10-168, which shall read in full as follows:

Sec. 10-168. Outdoor Construction Activity.

It shall be unlawful for any person to conduct or permit outdoor construction activities, including, but not limited to, carpentry, excavation, roofing, concrete installation, paving or any activity in support thereof, within the Town limits except between: (i) on Mondays through Fridays, the hours of 7:00 a.m. and 8:00 p.m. or dusk, whichever is earlier and (ii) on Saturdays, Sundays and holidays, the hours of 8:00 a.m. and 7:00 p.m. or dusk, whichever is earlier.

Section 2. Publication; Effective Date; Recording. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town's Home Rule Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 3, 2020

ITEM NUMBER: 10 E

SUBJECT: I-25 and HWY 60 Aesthetic Improvements

ACTION PROPOSED: Discussion Purposes Only

ATTACHMENTS: 1. CDOT Rough Order of Magnitude (ROM)
2. Architectural Renderings of Aesthetic Improvements

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

The Town has been working with BHA Design to develop aesthetic improvements at the I-25 and Highway 60 Interchange. The Council has been involved and provided detailed feedback regarding the concept and draft renderings that have been provided during work sessions over the past nine months. The design is in its final stages and CDOT, along with their consulting engineers, have begun developing a Rough Order of Magnitude related to the cost for this project.

For some context, the Town appropriated \$33,800 in 2019 to work with BHA on the design. These funds were not fully expended and were not carried over into 2020. The Town did however approve in the FY 2020 budget, a line item for this budget totaling \$2 million. This was the estimated cost for the project when it was initially conceived. On Monday July 27, Town staff met with BHA and representatives from CDOT to discuss the Rough Order of Magnitude which is an estimated price based on materials and the design. There are opportunities as design moves forward to identify cost saving measures on this project. The Rough Order of Magnitude and the aggregate total project cost with contingency and CDOT construction engineering direct rate fees totals \$3.65 million. This cost, if accurate, based on the final construction and design is roughly 80% higher than anticipated. There is however the possibility that CDOT may waive the direct cost fee (\$745,000) in the estimate and only charge us for inspection fees associated with the aesthetic construction which would change the final cost substantially. The estimated cost for the inspection fees is \$75,000.

It is important to note, the last time we discussed this matter in July, Town Council was still interested in two elements to be included in the design. Those were as follows:

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- The inclusion into the design of an inset included on each of the primary columns on either side of the bridge deck.
- The inclusions of additional brackets and elements for additional flags to be displayed on holidays and days of recognition.

CDOT is in the process of drafting an agreement for the design costs which are estimated at approximately \$38,000. We believe the project will be constructed over two fiscal years, beginning at the end of FY 2020 and rolling into FY 2021. These are tentative dates, because we have also been assured that the project would be completed no later than fourth quarter 2023 when all of the I-25 improvements are anticipated to be complete. Staff is requesting guidance and direction from Council based on the cost, related to how you would like to complete this project.

- Do Council want it completed in its current rendering
- Does Council desire for the two elements that are missing incorporated into the design if possible; or
- Does Council want to change the design entirely to better meet the budget commitments?

Future changes to the design would require additional funds to be used for BHA to modify this design to get it into a better position financially. Funds used to construct this improvement are being accessed through the Capital Projects Fund. Based on the FY 2020 budget, the planned ending fund balance is approximately \$9 million. This does provide for additional funds if it is the desire of Council to make changes recognizing the increased cost. The detailed Rough Order of Magnitude is included in this packet item for you to understand where the costs are being allocated as part of the project scope.

LEGAL ADVICE:

Not Applicable.

FINANCIAL ADVICE:

Funds are available if Council desires to continue moving forward based on this design.

RECOMMENDED ACTION:

General direction at this time. Discussion purposes only.

Reviewed and Approved for Presentation,

Town Manager

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SH-60 Aesthetics Package - Rough Order of Magnitude (ROM) Preliminary Pricing

Description	Qty	Units	Unit Price	Extension	Extension w/Markup	Notes/Dimensions
Johnstown Sign - Precast/Stained [CP4]	2	EA	\$ 32,079.96	\$ 64,159.92	\$ 68,651.11	44 LF at dimensions shown in CP-4 Costing Package
Deck Extension Concrete (Incl Rebar)	16	CY	\$ 1,150.00	\$ 18,400.00	\$ 19,688.00	Includes as detailed for CP-4 (likely will change, per phone call)
Cable Anchor	8	EA	\$ 1,000.00	\$ 8,000.00	\$ 8,560.00	Detail per RS Markup - 6' x 3'6" x 1'4" plus eayebolt
Fence Pedestrian	546	LFT	\$ 300.00	\$ 163,800.00	\$ 175,266.00	6' - 1 1/2" tall - pending supplier quote - use GWRR fence as a plug
Fence 36 inch special	546	LFT	\$ 150.00	\$ 81,900.00	\$ 87,633.00	5'-0" tall - pending supplier quote - use GWRR fence as a plug
Ped lighting - Fixtures	28	EA	\$ 1,100.00	\$ 30,800.00	\$ 32,956.00	See spec sheet. mounted in rub rail/hand rail. One every 10 feet. Wiring can be pulled through rail, boxes for LED transformers at end of concrete rails - pending subcontractor pricing, plug based on similar
Ped Lighting - Conduit/Wiring/Connection	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,700.00	Allowance - includes wiring, conduit at ends, and connection point
Tower Lighting	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 64,200.00	
Bridge Lighting - Johnstown Sign	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 21,400.00	Allowance - need details
Cables - Ropes	1,248	LFT	\$ 20.00	\$ 24,960.00	\$ 26,707.20	Assume 4-1/2" diameter galvanized steel bridge ropes to each monument
Cable Fittings 0 Clevis Sockey Fitting	20	EA	\$ 150.00	\$ 3,000.00	\$ 3,210.00	
Towers	4	EA				See sub items below
Foundation - Both Walls (incl rebar)	396	CY	\$ 750.00	\$ 297,000.00	\$ 317,790.00	See assumed foundation layout(s) - assume 2' footiing depth
Foundation - Curved Walls (incl rebar)	124	CY	\$ 750.00	\$ 93,000.00	\$ 99,510.00	See assumed foundation layout(s) - assume 1.5' footing depth
Foundation - Stem Walls (incl rebar)	148	CY	\$ 750.00	\$ 111,000.00	\$ 118,770.00	See assumed foundation layout(s) - assume 1.5' wide/3.5' depth
Walls - Masonry/CMU	10,400	SF	\$ 85.00	\$ 884,000.00	\$ 945,880.00	
Ornamental Steel Connections/Pieces	4	EA	\$ 6,500.00	\$ 26,000.00	\$ 27,820.00	
Landscape walls (assume 8' tall)	4	EA				See sub items below
Wall Concrete - w/Formliner	104	CY	\$ 1,100.00	\$ 114,400.00	\$ 122,408.00	Assume foundation captured above - under 'Towers' - aesthetic treatment. 88' x 8' x 1'
Structural Stain	500	SY	\$ 9.00	\$ 4,500.00	\$ 4,815.00	
Irrigation	8,000	SFT	\$ 3.00	\$ 24,000.00	\$ 25,680.00	Includes 1,500 SF x 4, plus some dollars for outside wall areas
Irrigation - Main Line	1,000	LFT	\$ 20.00	\$ 20,000.00	\$ 21,400.00	
Irrigation - Connection/Electrical	2	EA	\$ 10,000.00	\$ 20,000.00	\$ 21,400.00	
Flag Pole with litghted Finial	2	EA	\$ 10,000.00	\$ 20,000.00	\$ 21,400.00	Allowance - will need more information on the flag pole for firm pricing
Star Embellishments	20	EA	\$ 250.00	\$ 5,000.00	\$ 5,350.00	Allowance - will need more information on the flag pole for firm pricing
Mobilization	1	LS	\$ 225,119.43	\$ 225,119.43	\$ 240,877.79	Includes subcontractor mobilizations & RLW-SEMA indirect costs
GRAND TOTAL					\$ 2,492,072.11	
				\$ 373,810.82		Contingency - 15%
				\$ 745,129.56		CDOT Construction Engineering Direct Rate (26%)
				\$ 38,000.00		CDOT Design Fees
				\$ 3,649,012.48		GRAND TOTAL INCLUDING CDOT COST AND CONTINGENCY



INFORMATIONAL



Town of Johnstown

July 28, 2020

Mrs. Heather Paddock, P.E.
District 4 Engineer
Colorado Department of Transportation
10601 W. 10th St.
Greeley, CO 80634

RE: Divergent Diamond Interchange at I-25 and Highway 60

Dear Mrs. Paddock,

The purpose of this letter is to provide the Colorado Department of Transportation with a formal position being taken by the Town of Johnstown, Colorado. The Town appreciates the partnership it currently has with the Colorado Department of Transportation and is grateful for the regional efforts that have resulted in significant improvements along the I-25 corridor. These improvements will benefit the region and the State, as we collectively work to ensure that our transportation network is a critical and high functioning asset that ensures a healthy and sustainable economy. Our focus of this letter is based on the foundation and need for a regional and comprehensive improvement to Segments 5, 6, 7, and 8 of the I-25 corridor rather than intermittent improvements that benefit only sections of the I-25 corridor. The intermittent improvements will only compromise the effectiveness and efficiency of the transportation network in the region and will have a major impact to our regional economy as well.

On March 4, 2020 the Town of Johnstown provided a letter addressed to Mrs. Heather Paddock, P.E., District 4 Engineer, outlining the Town's opinion related to delaying improvements at the LCR 16 and I-25 Interchange phased build out plan. To forgo these improvements, the Town requested the following three items be completed as part of conditions and terms to delay this interchange. To date, we have not received a response to this letter. These conditions were:

1. Completion of the Highway 60 and I-25 Interchange for a full Divergent Diamond Interchange (DDI) is guaranteed in the existing funding and project scope.
2. Identification of the ultimate layout of the interchange at I-25 and LCR 16 and the alternatives for routing traffic within the corridor should be a top priority. This would include reprioritizing all design elements to a 30% design level. Following completion of the preferred alignment, CDOT should move expeditiously to secure the necessary ROW in cooperation with the property owners and the local government.

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3. The Town is supportive of a 15-year guarantee of the improvements to the LCR 16 Interchange, but if at any time improvements are made between Highway 66 and Highway 14 on I-25 changing the road profile from a 2+1 to a 3+1 configuration, the ultimate improvements to the Interchange of LCR 16 must be included with this construction. To continue delaying this project only increases the cost for ROW acquisition and more importantly neglects the focus regional improvements for Northern Colorado.

Recently, it has come to the Town's attention that planned improvements and completion of the Highway 60 and I-25 Interchange for a full Divergent Diamond Interchange (DDI) as requested in Item #1 above is not fully funded, and it is unclear if this critical infrastructure will be completed as part of the I-25 corridor improvements. The Town, in effort to be a good partner, has committed \$7 million towards the I-25 corridor improvements. This is a similar funding amount to what other municipalities and county partners have provided for improvements along the I-25 corridor. It hardly seems fair and reasonable that the Town of Johnstown has provided an equitable funding amount compared to other municipalities, but may be expected to compromise on improvements along their corridor at two interchanges instead of just the initial one interchange at LCR 16. As a financial partner to the I-25 Project, it is the Town of Johnstown's position that this is not acceptable.

One option possibly being considered by CDOT is the option to bond a portion of the project with repayment provided by the tolling lanes future revenues to complete the DDI. It is our position, that if all other options have been exhausted, the Town supports this alternative to ensure the completion of the project. The Town has several economic development projects hinging on this interchange being completed as planned and advertised by CDOT to our Community. The developer's representatives have clearly stated that if this project doesn't occur, the commercial project will also not occur; costing the Town and the State millions of dollars in future sales tax revenue.

Additionally, neglecting this interchange seems very short sighted. In a previously drafted document, developed by the Colorado Department of Transportation and regarding Segments 5 and 6, CDOT acknowledges that:

SH60 interchange is the most sensitive interchange based on congestion along the corridor; a divergent diamond interchange has been identified as the most appropriate way prioritize funds to meet the operational needs specific to this interchange, thereby having the greatest beneficial impact to the corridor.

The Town has been a dedicated partner to the I-25 corridor project. We have worked collaboratively to secure and dedicate right of way acquisition for the project, committed \$7 million to the overall project of the corridor, plan to install new water infrastructure to reduce

overall project costs on Segment 7, and have even entertained a request from the Colorado Department of Transportation to devolve the East Frontage Road to the Town, which is in our growth management area for the benefit of the Colorado Department of Transportation. Our interest in supporting in this manner is because of our core values of collaboration, cooperation, and recognizing that a partnership is a two-way street toward meaningful outcomes.

Unfortunately, we are not seeing the partnership as we had envisioned because of the facts that both the LCR 16 and Highway 60 Interchanges with I-25 may be completed neglected. When we talk about collaboration, cooperation, and partnerships there needs to be a mutual exchange of benefit. Quite frankly, it is the Town's position that we are not receiving a fair and equitable benefit. It is our understanding that no other Segments in areas 5-8 are being asked to make compromises of this magnitude. Accordingly, please consider this our official position and formal notice by the Town that we do not intend to accept the East frontage Road within the Town of Johnstown's growth management area. The only permissible method in which the Town would consider to accept the East Frontage Road is with completion of the Divergent Diamond Interchange at Highway 60 and I-25 by October 2022 as presented to the Town Council, in August 2019.

We would respectfully request that you fulfill the obligations you have represented to our Town Council and our Community. If you have any additional questions or comments, please contact us at your earliest convenience.

Regards,



Gary Lebsack
Mayor

cc: Town Council, Town of Johnstown
Brian Dabling, P.E., FHWA Area Engineer
Matt LeCerf, Town Manager
Avi Rocklin, Town Attorney
I-25 Coalition
George Seward, Vista Commons
Erik Halverson, Land Asset Strategies
Abra Geissler, CDOT
Corey Stewart, CDOT
Marco Carani, Johnstown PW Director
Kim Meyer, Johnstown Planning Director



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 3, 2020

ITEM NUMBER: Informational

SUBJECT: Pre-application Weld County – Change of Zone

ATTACHMENTS: Pre-application materials from Weld County Planning

PRESENTED BY: Kim Meyer, Director of Planning & Development

AGENDA ITEM DESCRIPTION:

A Notice of Intent to change the zone of a 5.18 Acre parcel of land owned by Great Western Railway of Colorado, LLC, has been forwarded to the Town. The parcel is located on the east-side frontage road, south of Hwy 60, on the north of the railroad tracks. Current zoning is A-Agricultural. The request is to rezone to I-3, a heavy industrial zone in Weld County which permits a wide range of industrial uses as permitted uses, with some requiring a use by special review. Reference Weld County code for more detail on individual uses:

https://library.municode.com/co/weld_county/codes/chapter_and_county_code?nodeId=CH23ZO_ARTIII_ZODI_DIV4_INZODI_S23-3-330HEIN_ZODI

See attached pre-application packet as presented to the Town.

This proposal would be for a change of zone, only. No specific development plan or business has been indicated for this parcel, however the information provided indicated the intent would be to operate a rail-supported operation – the narrative indicates “the site is well-suited for transportation, logistics, and warehousing.” A permitted use in the I-3 zone would be processed as an administrative site plan review, at the county, but no hearings would be required unless a use by special review was sought.

The property to the north is currently owned by Anadarko, and subject to a site plan approved for the S&B Oil and Gas drilling facility on the southern 1/3 of that parcel. To the south is unincorporated county property, currently in irrigated agricultural production.

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Staff is seeking direction on Council's interest in approaching the applicant with a request to annex. This property is immediately adjacent to Town Limits to the west, north, and east. The Town has 21 days from the initial contact with the applicant to discuss and encourage annexation and local control of future land uses.

Reviewed and Approved for Presentation,

Town Manager

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PRE-APPLICATION REVIEW REQUEST

- The first meeting with the County's Development Review Team is a Pre-Application review meeting. Anyone with a development idea can schedule a Pre-Application review meeting to get feedback on their idea. Pre-Application meetings are free and are meant to assist property owners and applicants in understanding what is required during development review.
- At the Pre-Application meeting, staff from various departments will provide comments on the development proposal and inform the applicant about applicable code requirements.
- Submit the Pre-Application Review Request form, questionnaire, and map to the Planning Department. The application can be emailed to Director of Planning Services Tom Parko (tparko@weldgov.com); mailed/dropped off at the Planning Services Department: 1555 N. 17th Ave, Greeley, CO, 80631; or faxed to 970-304-6498.
- The Pre-Application will be assigned to a planner who will contact you and set up a date and time for the Pre-Application meeting. Pre-Application reviews are typically held Thursdays and Fridays of any given week at the Planning Services Department at the address above.
- The week following the Pre-Application meeting, the applicant will receive meeting minutes summarizing the requirements that are specific to the project discussed during the meeting. The comments from the meeting minutes should assist you in preparing the detailed components of your formal land use application.

OFFICE USE ONLY	
Case Number:	
Planner:	
Date and time of meeting:	

Contact Information: (Also See Attached)

Name	John G. Spiegleman, Great Western Railway of Colorado, LLC		
Phone	(303) 398-0448	Fax	(866) 351-9503
Email	jspiegleman@omnitrax.com		
Address	252 Clayton Street, 4th Floor, Denver, Colorado 80206		
Project Description	Rezoning of Property from A Agricultural to I-3 Industrial		

Property Information:

Section <u>11</u> Township <u>4N</u> Range <u>68W</u>	Zone District	A
Parcel Number	<u>1</u> <u>0</u> <u>6</u> <u>1</u> - <u>1</u> <u>1</u> <u>0</u> <u>0</u> - <u>0</u> <u>0</u> <u>0</u> <u>2</u>	Acreage
Site Address	not addressed (Lat. 40.328514 N / Long. 104.979475 W)	Water Source
Legal Description	see attached	Sewer/Septic
Owner Name	Great Western Railway of Colorado, LLC	

Is this property currently in violation? ☒ No ☐ Yes Case Number N/A

Preferred date and time for meeting (Thursday or Friday): Fridays, any time a.m. or p.m.

- View the Weld County Code <https://www.weldgov.com/>
- View the Weld County Property Portal <https://www.co.weld.co.us/maps/propertyportal/>
- View other Weld County Planning Cases - E-permit center <https://accela-aca.co.weld.co.us/citizenaccess/>

Great Western Railway of Colorado authorizes Todd Messenger of Fairfield and Woods, P.C. to participate in the pre-application meeting and subsequently, to coordinate the application through the development review process. Mr. Messenger's contact information is:

Todd Messenger, Esq.
Fairfield and Woods, P.C.
1801 California Street, Ste. 2600
Denver, Colorado 80202
Direct: (303) 894-4469
Mobile: (303) 249-6772
tmessenger@fwlaw.com

LEGAL DESCRIPTION:

The legal description of the Property (from Weld County's online Property Report) is:

25733 PT SW4NW4 11 4 68 BEG 60'N OF SW COR NW4 N125' E141' N75' E659' SELY TO GW RR
WHICH IS 1260'E & 30'N OF SW COR NW4 W60' N30' W1200' TO POB (BUDA) EXC UPRR RES

PRE-APPLICATION REVIEW REQUEST

QUESTIONNAIRE:

Answer the following questions on a separate sheet. If a question does not pertain to your use, please respond with "not applicable".

Planning Questions: Planner on Call 970-400-6100

1. Explain, in detail, the proposed use of the property.
2. What are the hours and days of operation? (e.g. Monday thru Friday 8:00 a.m. to 5:00 p.m.)
3. List the number of full-time and/or part-time employees proposed to work at this site.
4. If shift work is proposed, include the number of employees per shift.
5. List the number of people who will use this site. Include contractors, truck drivers, customers, volunteers, etc.
6. If this is a dairy, livestock confinement operation, kennel, etc., list the number and type of animals.
7. Describe the type of lot surface and the square footage of each type (e.g., asphalt, gravel, landscaping, dirt, grass, buildings).
8. Is this site in a Regional Urbanizing Area (RUA)?

Public Works Questions: 970-400-3767

1. Describe how many roundtrips/day are expected for each vehicle type: Passenger Cars/Pickups, Tandem Trucks, Semi-Truck/Trailer/RV (Roundtrip = 1 trip in and 1 trip out of site)
2. Describe the expected travel routes for site traffic.
3. Describe the travel distribution along the routes (e.g., 50% of traffic will come from the north, 20% from the south, 30% from the east, etc.).
4. Describe the time of day that you expect the highest traffic volumes.
5. Describe where the access to the site is planned.
6. Describe the plans for containment of the stormwater runoff.

Environmental Health Questions: 970-400-2702

1. What is the drinking water source on the property? If utilizing a drinking water well include the well permit number.
2. What type of sewage disposal system is on the property? If utilizing an existing septic system provide the septic permit number.
3. If storage or warehousing is proposed, what type of items will be stored?

Building Questions: 970-400-6100

1. List the type, size (square footage), and number of existing and proposed structures.
2. Explain how any existing structures will be used.
3. List the proposed use(s) of each structure.

MAP:

Show and label the following items:

1. Existing and proposed structures, sizes, and uses
2. Existing and proposed parking with dimensions
3. Nearest public roads
4. Proposed and existing access points
5. Property boundary

Staff are available to assist the applicants through this process. For questions, please visit us or call the Department of Planning Services at 970-400-6100.

PRE-APPLICATION QUESTIONNAIRE

PLANNING QUESTIONS

1. Explain, in detail, the proposed use of the property.

The concept for rezoning the subject property is to allow for one or more rail-supported industrial uses that would benefit from this strategic location, which provides ready access to the railroad and, via a frontage road, to Interstate 25. Specific plans for development of the site will depend upon the market, and will follow the rezoning.

2. What are the hours and days of operation?

The hours and days of operation will depend upon the end-users, and are not known at this time.

3. List the number of full-time and/or part-time employees proposed to work at this site.

This site will ultimately be developed with uses that provide employment. However, the number of full-time and/or part-time employees is not known at this time.

4. If shift work is proposed, include the number of employees per shift.

This site will ultimately be developed with uses that provide employment. However, the number of shift employees is not known at this time.

5. List the number of people who will use this site. Include contractors, truck drivers, customers, volunteers, etc.

It is not known how many people will use the site at this time.

6. If this is a dairy, livestock confinement operation, kennel, etc., list the number and type of animals.

No animals are anticipated on this site.

7. Describe the type of lot surface and the square footage of each type (e.g., asphalt, gravel, landscaping, dirt, grass, buildings).

The lot is 5.180 acres. At this time, the lot is undeveloped. A development program for the lot will be provided after rezoning.

8. Is this site in a Regional Urbanizing Area (RUA)?

No.

PRE-APPLICATION QUESTIONNAIRE

PUBLIC WORKS QUESTIONS

- 1. Describe how many roundtrips/day are expected for each vehicle type: Passenger Cars/Pickups, Tandem Trucks, Semi-Truck/Trailer/RV (Roundtrip = 1 trip in and 1 trip out of site)**

The site will ultimately be developed with uses that are allowable in the I-3 zoning district. The traffic impacts of the uses that are proposed in the future will be evaluated at the time said uses are approved.

- 2. Describe the expected travel routes for site traffic.**

Site traffic will utilize the frontage road, which provides access on the West side of the subject property. The property will also be served by rail.

- 3. Describe the travel distribution along the routes (e.g., 50% of traffic will come from the north, 20% from the south, 30% from the east, etc.).**

All traffic will utilize the Frontage Road. The distribution of traffic will depend upon the ultimate end-user, and will be evaluated for future applications.

- 4. Describe the time of day that you expect the highest traffic volumes.**

The peak traffic volumes are not known at this time.

- 5. Describe where the access to the site is planned.**

Access to the site will be provided on the West side via the Frontage Road.

- 6. Describe the plans for containment of the stormwater runoff.**

No engineering is currently proposed for the site. Stormwater controls, when warranted, will be designed according to County standards.

ENVIRONMENTAL HEALTH QUESTIONS

- 1. What is the drinking water source on the property? If utilizing a drinking water well include the well permit number.**

There is currently no drinking water source on the property. Drinking water would have to be provided by annexation into the adjacent Little Thompson Water District on or before approval of specific industrial uses for the property.

- 2. What type of sewage disposal system is on the property? If utilizing an existing septic system provide the septic permit number.**

There is currently no sewage disposal system on the property.

PRE-APPLICATION QUESTIONNAIRE

3. If storage or warehousing is proposed, what type of items will be stored?

Specific plans for development of the site will depend upon the market, and will follow the rezoning. It is not known whether storage or warehousing will be proposed, although the site is well suited for transportation, logistics, and warehousing.

BUILDING QUESTIONS

1. List the type, size (square footage), and number of existing and proposed structures.

There are no existing structures on the site. The applicant is seeking to rezone the property to position it for industrial development, but it is not yet known how the site will be developed.

2. Explain how any existing structures will be used.

N/A

3. List the proposed use(s) of each structure.

N/A

MAP (SEE NEXT PAGE)

Show and label the following items:

1. Existing and proposed structures, sizes, and uses

There are no existing structures; no structures are proposed at this time.

2. Existing and proposed parking with dimensions

There is no existing (designated) parking; no parking improvements are currently proposed.

3. Nearest public roads

The nearest public roads are the Frontage Road at Interstate 25. The property is located South of Highway 60.

4. Proposed and existing access points

The existing access point is shown on the aerial photograph on the next page. No changes are proposed at this time, although when the property is developed, it is possible that the access point will be moved further South.

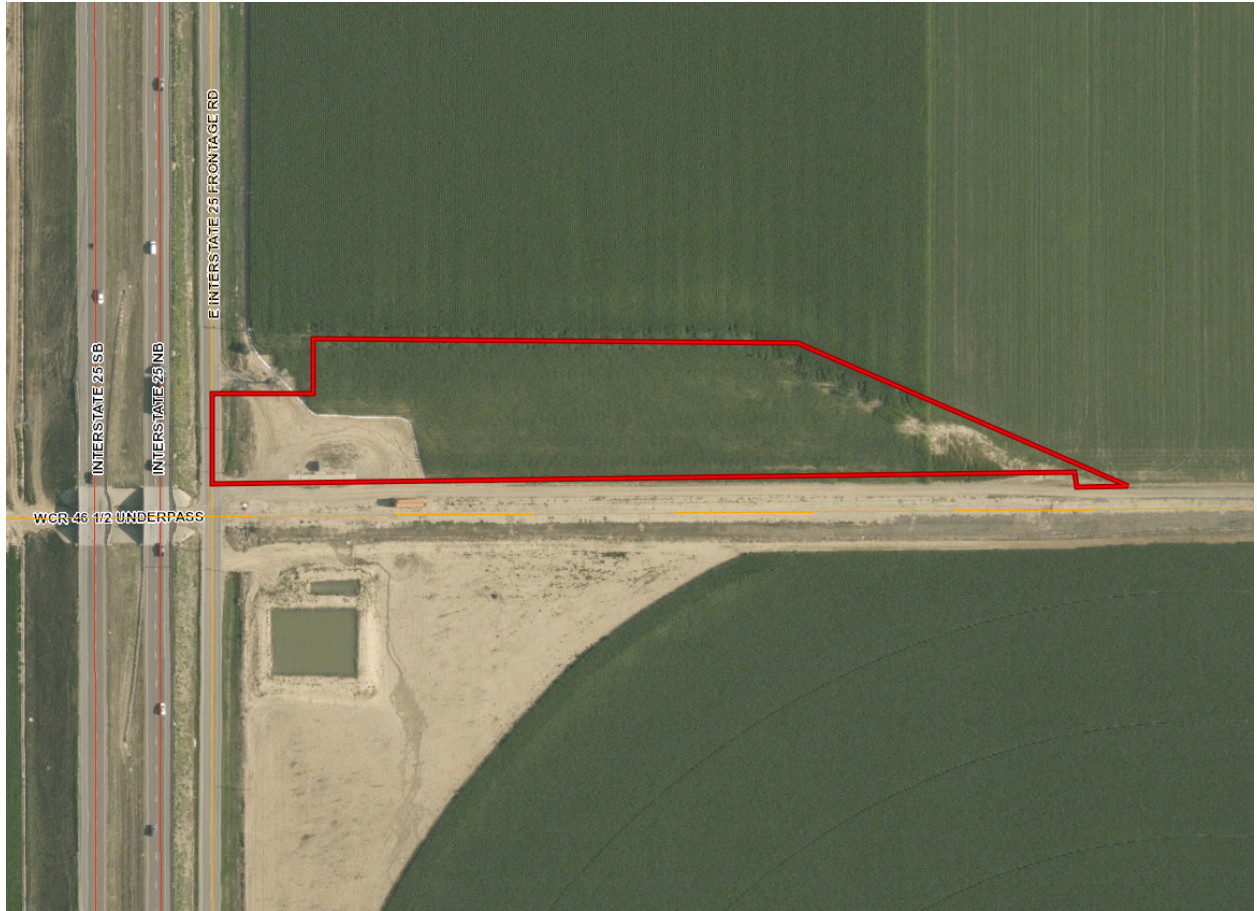
5. Property boundary

The property boundary is shown in red in the aerial photo on the next page.

Vicinity Map



PRE-APPLICATION QUESTIONNAIRE



Law Office of Avi S. Rocklin, LLC
ATTORNEY AT LAW
1437 N. DENVER AVENUE, #330
LOVELAND, CO 80538
PHONE: (970) 419-8226 EMAIL: AVI@ROCKLINLAW.COM

MEMORANDUM

TO: Honorable Mayor and Council Members

FROM: Law Office of Avi S. Rocklin, LLC *ASR*

DATE: July 29, 2020

RE: Proposed Revisions to the Nuisance Sections of the Johnstown Municipal Code

Based on the request of the Johnstown Police Department arising from concerns regarding the ability to abate the accumulation of trash on private property in the Town, please find proposed revisions to the nuisance provisions contained in Chapter 7 of the Johnstown Municipal Code. If acceptable to Town Council, this item will be placed on the regular agenda on a subsequent date.

The current nuisance provisions are somewhat dated and contemplate the involvement of the Town Council in the procedure. For example,

- Section 7.3, regarding the general declaration of nuisances, provides that: *In the event that any nuisance within or upon any private premises or grounds is not abated forthwith after the notice . . . the Board of Trustees may declare the same to be a nuisance and order the Chief of Police to abate the same;* and
- Section 7.43, regarding the accumulation of refuse, provides that: *Whenever the Board of Trustees shall direct, the Town Clerk shall immediately thereafter notify any owner of property, his or her agent or any person having charge of such property, in writing, that an order has been made by the Board of Trustees requiring the removal of any accumulated refuse from such property or premises within thirty (30) days after service of notice. If such property owner, agent or person having charge of such property shall not remove such refuse in accordance with the requirement of such order, the Board of Trustees may order that such refuse be removed by the Town Clerk or other agent of the Board of Trustees and assess the cost thereof against the property or premises.*

The proposed revisions are intended to streamline and simplify the process. Among others, the proposed revisions contain the following more substantive terms:

- Removes Town Council from the process, except for consideration of an appeal of an assessment;
- Allows an “Authorized Inspector,” defined as the Town Manager, a police officer, code enforcement officer, or other Town personnel authorized by the Town Manager, to declare and require abatement of nuisances;

- Sets forth simplified and explicit procedures for service of a notice to abate a nuisance along with a general timeline for abatement;
- Creates an appeal process whereby a person challenging a notice to abate may file an appeal with the Town Manager and then, if the Town Manager's decision is disputed, with the Municipal Court;
- Allows the Town to abate nuisances that are not abated by the property owner and recover the cost of the abatement as well as an administrative fee;
- Provides for the imposition of a lien to collected unrecovered assessments;
- Allows the Town to cite a person into Municipal Court in addition to or in lieu of a requirement to abate the nuisance;
- Specifies that, with limited exception, weeds may not grow to a height in excess of six (6) inches; and
- Designates the Town Council as the local advisory board pursuant to the Colorado Noxious Weed Act, §§ 35-5.5-101, *et seq.*

CHAPTER 7 - Health, Sanitation and Animals

ARTICLE I - Administration and Abatement of Nuisances

Sec. 7-1. Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

Abatement means the act or process of putting an end to, or reducing in degree or intensity of, any nuisance.

Authorized inspector means the Town Manager, a police officer, code enforcement officer, or other Town personnel authorized by the Town Manager to inspect and examine public or private property in the Town to ascertain the nature and existence of any nuisance. Authorized inspectors may issue notices of violations, give verbal direction and implement other enforcement actions pursuant to this Chapter.

Code enforcement officer means any officer(s) or employee(s) of the Town designated or authorized by the Chief of Police or by the Chief's authorized representative to enforce the provisions of the Code.

Nuisance means a thing, act, failure to act, occupation, activity, condition or use of any building, land, substance or property which:

- (1) The continuous use or condition of which presents a substantial danger or hazard to the health, safety or welfare of the community, or works some substantial annoyance, inconvenience or injury to the public; or
- (2) The continuous use or condition of which violates any ordinances of the Town; or
- (3) Shall otherwise constitute or be known or declared a nuisance by state statutes or the ordinances of the Town; or
- (4) Pollutes or contaminates any surface or subsurface waters; or
- (5) The activity, operation or condition of which, after being ordered abated, corrected or discontinued by a lawful order of any authorized inspector, department or officer of the Town, continues to be conducted or continues to exist.

Occupant means and includes any person occupying the whole or part of a building, premises, or land, whether alone or with others.

Owner means any person owning, leasing, occupying, residing or having the right to possession and/or control of any property located within the Town boundaries, including agents of such persons.

Person means any individual, corporation, partnership, association, organization or other entity owning, occupying, keeping, leasing or having control of real property or any improvements thereon located within the Town boundaries.

Property means the owner's lot, tract or parcel of land in the Town, whether improved or vacant, and the area to the center of an alley abutting the lot or tract of land, if any, all easements of record, and the side lot, curb, gutter and parking area of any street abutting such lot or tract of land.

Property owner means the person who owns the property pursuant to the county real estate records. For purposes of this Chapter, unless the context otherwise provides, the term *property owner* may be distinct from the phrase *owner of property*, the latter being inclusive of all persons included in the definition of *owner*.

Public place means any place commonly or usually open to the general public or which is accessible to members of the general public.

Refuse means any grass clippings, leaves, hay, straw, manure, shavings, paper, ashes, containers, boxes, glass, cans, bottles, garbage, waste and discarded building and construction materials, and all other items of whatever kind or nature whatsoever which are commonly known as rubbish, garbage, trash or waste. For purposes of this definition, *building and construction materials* mean plaster, broken concrete, bricks, cinder blocks, stones, wood, roofing material, wire, metal binding, sacks and all other items which are commonly known as building and construction materials.

Rubbish means any type of debris, refuse, trash, waste or rejected matter.

Trash means any worn out, broken up or used refuse, rubbish, toppings, twigs, leaves of trees or worthless matter or material.

Sec. 7-2. Prohibition of nuisances; abatement; separate offenses.

No person shall make or cause any nuisance to exist, and no person, being the owner or occupant or having under his or her control any property within the limits of the Town, shall maintain or allow any nuisance to be or remain thereon. All nuisances shall be abated or removed. A person shall be guilty of a separate offense for every 24-hour period after notice is given to abate the same.

Sec. 7-3. Ascertaining nuisances for trade, business or manufacturing.

Whenever the pursuit of any trade, business or the manufacturing or maintenance of any substance or condition of things is, upon investigation, considered by the Town Manager, or his or her designee, dangerous to the health of any of the inhabitants of the Town, the same shall be considered a nuisance.

Sec. 7-4. Filing complaint.

In addition to or in lieu of any procedure for abatement, an authorized inspector may file a direct complaint of nuisance with the Municipal Court by issuance of, or by authorizing a police officer or code enforcement officer to issue, a summons and complaint.

Sec. 7-5. Right of entry.

- (a) Authorized inspectors, with probable cause, may enter upon or into any property to examine the same and to ascertain whether a nuisance exists. In the event that the owner or occupant refuses entry after a request to enter has been made, the authorized inspector is hereby empowered to seek assistance from the a court, including the Municipal Court, to obtain a search warrant for such entry.
- (b) If there is probable cause to believe that an apparent nuisance constitutes an immediate danger to public health or public safety, the authorized inspector is authorized to enter upon the property, without giving prior notice, and may take any and all measures necessary to abate or remove the nuisance.
- (c) No person shall deny an authorized inspector entry to property when conditions exist under Subsection (b) above or when entry is made pursuant to a lawful search warrant.
- (d) Authorized inspectors who lawfully perform duties in good faith under this Chapter shall be free from any action or liability on account thereof.

Sec. 7-6. Abatement of nuisance; procedures.

- (a) Notice of abatement. An authorized inspector, upon the discovery of any nuisance on property in the Town, shall notify the owner or occupant in writing, requiring the owner or occupant to abate or remove the nuisance within the time specified in the notice.

(1) Time for abatement.

A. The time for abatement of a nuisance posing an imminent danger of damage or injury to or loss of life, limb, property or health shall require the owner to immediately abate or remove the nuisance from the property.

B. Except as provided above or as otherwise provided in this Chapter, the reasonable time for abatement shall not exceed seven (7) days unless it appears from the facts and circumstances that compliance could not reasonably be made within seven (7) days or that a good faith attempt at compliance is being made.

(2) If the owner fails to abate the nuisance as provided in the notice, the Town may abate or remove the nuisance.

(3) In no event shall the notice described in this Section be required prior to issuance of a summons and complaint.

(b) Service of notice. An authorized inspector shall serve a written notice to abate by any one or more of the following methods:

(1) Personally delivering a copy of the notice to the property owner;

(2) Personally delivering a copy of the notice to the non-owner occupant of the property and mailing a copy of the notice by certified mail, return receipt requested, to the last known address of the property owner as reflected in the county real estate records;

(3) Mailing a copy of the notice by certified mail, return receipt requested, to the last known address of the property owner as reflected in the county real estate records if the property is unoccupied, and posting a copy of the notice in a conspicuous place at the unoccupied property; or

(4) If the property owner's address is not readily available, posting a copy of the notice in a conspicuous place at the property.

(c) Delivery of notice. Notice shall be deemed delivered as of the date of personal delivery, deposit in the mail or posting, whichever is earlier.

(d) Contents of notice. Notice issued pursuant to this Section shall describe the condition that is a nuisance and the time in which the condition is to be abated or removed from the property and shall contain a statement that, if the nuisance is not abated or removed within the time period allotted therein, the Town may abate or remove the nuisance and recover the costs of abatement plus an administrative fee.

(e) Procedure for protest and abatement.

(1) The person duly served with notice of a nuisance may protest such designation no later than 24 hours before the expiration of the final date to abate the nuisance named in the notice to abate. The protest must be filed in writing with the Town Manager and be conspicuously designated as such.

(2) Upon receipt of a protest, the Town Manager shall, within a reasonable time, determine whether the matter set forth in the notice constitutes a nuisance and provide written notice of the decision to the protestor. If the Town Manager determines that the matter does not constitute a nuisance, the person shall not be required to abate the same. If the Town Manager declares that the matter constitutes a nuisance, the person shall promptly abate the nuisance within three (3) days, unless the Town Manager extends the deadline or an appeal is filed with the Municipal Court as set forth below.

- (3) In the event the person served with the notice of a nuisance desires to protest the Town Manager's declaration of nuisance, such person has the right to appeal the decision solely regarding the legal issue of the existence of a nuisance. Such protest must be filed in writing with the Municipal Court within three (3) days of the declaration of nuisance by the Town Manager.
- (4) If no protest is made or appealed and/or the nuisance is not abated as set forth herein, the Town Manager may declare the subject of the notice to be a nuisance and order the Chief of Police or the Chief's designee to abate the nuisance.
- (5) The Chief of Police or the Chief's designee authorized to abate the nuisance shall have the authority to call for the necessary assistance and incur the necessary expenses therefor.

Sec. 7-7. Emergency abatement.

Notwithstanding any other provision contained in this Article, whenever the Town determines that any real property or any building, structure or condition thereon is dangerous or constitutes an immediate threat to public health or safety, the Town shall, without being required to observe the provisions of this Article with reference to abatement procedures, immediately and forthwith abate such nuisance or condition. Where the abatement of such condition is immediately required, the Town shall prepare a statement of costs in respect thereto, and serve it upon the property owner, utilizing the cost recovery and assessment procedure set forth in this Article.

Sec. 7-8. Town owned property.

The Town shall abate all nuisances found to exist on property owned by the Town as soon as practicable.

Sec. 7-9. Assessment of costs.

- (a) Upon the completion of an abatement by the Town, a description of the work performed shall be provided in a written report to the Town Manager. The report shall include a clear statement of the work performed and the expense incurred in abating the nuisance.
- (b) After considering the report of costs, the Town Manager shall determine and assess the whole cost for the abatement of the nuisance, including an administrative fee and other incidental costs in connection therewith, upon the property from which the nuisance was abated.

Sec. 7-10. Notice of assessment.

The Town, as soon as practicable after the assessment is made, shall send notice of such assessment by certified mail, return receipt requested, addressed to the property owner at the last known address as reflected in the county real estate records or, if there is no known address, to the address of the subject property. The notice shall contain the name of the owner, state that work has been performed pursuant to this Chapter, include the report of costs and the assessment, demand payment of the assessment and advise that, if the assessment is not paid within thirty (30) days after receipt, the assessed amount shall become a lien against the property once the assessment is certified to the County Treasurer. The notice shall be deemed to be received three (3) days after notice is sent.

Sec. 7-11. Payment of assessment.

- (a) The property owner shall pay the assessment within thirty (30) days after receipt of such notice. If payment is not made, the property owner shall be personally liable for the amount of the assessment.

The same shall be a lien upon the respective property from the time of such assessment until it is paid, and the Town shall have all remedies for collection thereof provided by state statutes for the purpose of having the same placed upon the tax list and collected in the same manner as taxes are collected. The assessment shall have priority over all other liens except general taxes and prior special assessments.

- (b) The amount of an assessment shall be made payable to the Town and submitted to the Town Clerk at any time before the tax list is placed in the hands of the County Treasurer, but thereafter must be paid only to the County Treasurer.

Sec. 7-12. Objection to assessment; hearing.

In the event the property owner desires to object to the assessment, the property owner shall, within thirty (30) days after the receipt of a notice of assessment, file a written objection thereto with the Town Clerk, who shall thereupon designate a regular meeting of the Town Council as the date when said property owner may appear and have a hearing before the Town Council.

Sec. 7-13. Certified assessment.

In case the property owner fails to pay an assessment within the required time as provided above, the Town shall certify the amount of the assessment to the County Treasurer, who shall collect the assessment as provided for by state law for the collection of delinquent general taxes.

Sec. 7-14. Cumulative remedies; concurrent remedies.

- (a) No remedy provided herein shall be exclusive, but the same shall be cumulative. The taking of any action hereunder, including a charge or conviction of a violation of this Chapter in the Municipal Court, shall not preclude or prevent the taking of other action hereunder to abate or enjoin any nuisance found to exist.
- (b) Whenever a nuisance exists, no remedy provided for herein shall be exclusive of any other charge or action, and, when applicable, the abatement provisions of this Article shall serve as and constitute a concurrent remedy over and above any charge or conviction of any municipal offense or any other provision of law. Any application of this Chapter that is in the nature of a civil action shall not prevent the commencement or application of any other charges brought under this Code or any other provision of law.

Sec. 7-15. Specific nuisances not exclusive.

The enumerated nuisances described in this Chapter are not exclusive, and nuisances not otherwise described herein shall be subject to the provisions of this Chapter.

Sec. 7-16. Violations and penalties.

Any person who violates any provision of this Chapter, unless otherwise provided herein, shall be punished in accordance with the provisions of Section 1-62 of the Code.

Secs. 7-17 - 7-20 Reserved.

ARTICLE II – Specific Nuisances

Sec. 7-21. Accumulation to constitute nuisance.

Whenever there exists in or upon any public or private property within the limits of the Town any damaged merchandise, litter, trash, rubbish, garbage, wrecked car, inoperable car or other wrecked vehicle, or an accumulation of junk vehicles or junk of any type, except in areas specifically zoned for said purposes or otherwise designated by the Town for such purposes, the existence of any such material or items shall hereby constitute a nuisance.

Sec. 7-22. Posting handbills, posters and placards.

Any handbill, poster, placard or painted or printed matter which is stuck, posted or pasted upon any public or private property or other building or upon any fence, power pole, telephone pole or other structure without the permission of the owner shall constitute a nuisance. Exceptions include handbills, posters and placards placed by any governmental entity or utility (e.g., cable, telephone, gas, electric) for the purpose of informing the public of dangerous conditions or activities, construction notifications and other public information deemed necessary for the good of the general public.

Sec. 7-23. Streets, streams and water supply.

No person shall throw or deposit, or cause or permit to be thrown or deposited, any offal composed of animal or vegetable substance or both, any dead animal, excrement, garbage, trash or other offensive matter upon any street, avenue, alley, sidewalk or other public or private property. No person shall throw or deposit or cause or permit to be thrown or deposited in the Town any such items, or any other substance that would tend to have a polluting effect, into the water of any stream, ditch, pond, well, cistern, trough or other body of water, whether artificially or naturally created, or so near any such place as to be liable to pollute the water. Any item thrown or deposited in violation of this Section is hereby declared to be a nuisance.

Sec. 7-24. Stagnant ponds.

No person shall permit or maintain stagnant water on property within the Town limits, and any such allowance or maintenance is hereby declared to be a nuisance. Every owner of property within the Town is hereby required to drain or fill up said property whenever the same is necessary so as to prevent stagnant water or other nuisance accumulating thereon.

Sec. 7-25. Sewer inlet.

No person shall throw or deposit into any sewer (sanitary or storm), sewer inlet or privy vault that has a sewer connection any article that might cause such sewer, sewer inlet or privy vault to become nauseous to others or injurious to public health. Such deposits are hereby declared to be a nuisance.

Sec. 7-26. Nauseous liquids.

No person shall discharge out of or from or permit to flow from any residence or property any foul or nauseous liquid or substance of any kind into or upon any adjacent ground or lot or into any street, alley or public place. Such discharge is hereby declared to be a nuisance. For purposes of this Section and as otherwise used in this Chapter, *nauseous* shall mean something that causes nausea or is sickening.

Sec. 7-27. Stale matter.

No person shall keep, collect, use or cause to be kept, collected or used any stale, putrid or stinking fat or grease or other stale matter, other than normal weekly trash accumulation. Such conditions are hereby declared to be nuisances.

Sec. 7-28. Littering prohibited.

- (a) No person shall litter in the Town. For purposes of this Section and as otherwise used in this Chapter, *litter* shall mean rubbish, waste material, refuse, garbage, trash, debris or other foreign substances, solid or liquid, of every form, size, kind and description.
- (b) Any person who deposits, throws or leaves any litter on any public or private property or in any waters commits littering, unless:
 - (1) Such property is an area designated by law for the disposal of such material and such person is authorized by the proper public authority to so use such property;
 - (2) The litter is placed in a receptacle or container installed on such property for such purpose; or
 - (3) Such person is the owner in lawful possession of such property, or has first obtained written consent of the owner in lawful possession, or unless the act is done under the personal direction of said owner.
- (c) The phrase *public or private property*, as used in this Section includes, but is not limited to, the right-of-way of any road or highway, any body of water or watercourse, including frozen areas thereof or the shores or beaches thereof, any park, playground or building, any refuge, conservation or recreation area, and any residential, farm or ranch properties or timberlands.
- (d) Whenever litter is thrown, deposited, dropped or dumped from any motor vehicle in violation of this Section, the operator of said motor vehicle is presumed to have caused or permitted such litter to have been so thrown, deposited, dropped or dumped therefrom.

Sec. 7-29. Transporting garbage or manure.

Every vehicle or trailer used to transport manure, garbage, swill or offal in any street shall be fitted with a substantial tight box thereon so that no portion of such filth will be scattered or thrown into such street. The scattering or throwing of any such items is hereby declared to be a nuisance.

Sec. 7-30. Accumulation and use of manure.

Other than a light spread of manure which may be applied on lawns or gardens for fertilizing purposes or on property zoned and used for agricultural purposes, manure shall not be kept on any property for any purpose or kept in any place for later use, but shall be either plowed under or removed by the owner. The retention of manure, other than as set forth herein or approved by the Town in writing, is hereby declared to be a nuisance.

Sec. 7-31. Dumping on property.

No person shall use any land, premises or property within the Town for the dumping or disposal of any garbage, trash, litter, rubbish, offal, filth, excrement, discarded building materials or combustible materials of any kind. Such use is hereby declared to be a nuisance.

Sec. 7-32. Removal of hazardous waste.

Any accumulation of hazardous waste, as that term is defined by federal or state law, or hazardous waste that is highly explosive or flammable and which might endanger life or property, shall only be removed and handled pursuant to applicable federal, state and county regulations. Any accumulation prohibited by this Section is hereby declared to be a nuisance.

Sec. 7-33. Storage containers.

No person shall place, store or maintain a storage container on any public property unless such person is an employee or official contractor of the Town acting within the scope of his or her official municipal function. Any storage prohibited herein is hereby declared to be a nuisance. For purposes of

this Section, *storage container* shall mean any temporary building, trailer (whether on axles or not), roll-off, PODS (Portable on Demand Storage) or other facility used to store personal or business property.

Sec. 7-34. Portable toilets.

No person shall place portable toilets on public property unless expressly authorized in writing by the Town. Any placement of portable toilets prohibited by this Section is hereby declared to be a nuisance. For purpose of this Section, *portable toilet* shall mean an enclosed, freestanding toilet not requiring a foundation, whether intended to be temporary or permanent.

Sec. 7-35. Dumpsters.

No person shall place, store or maintain a dumpster on any public property unless expressly authorized in writing by the Town or unless such person is a contractor for Town acting within the scope of his or her official function. Any placement of dumpsters prohibited herein is hereby declared to be a nuisance.

Sec. 7-36. Dead animal removal.

When any animal dies in the Town, the owner or keeper thereof shall promptly and properly dispose of such animal. If such body is not disposed of, the same shall be deemed a nuisance and such owner or keeper will be the author of such nuisance. When the body of any dead animal is in any street, highway or public grounds in the Town, the Town shall cause such body to be removed forthwith and properly disposed of.

Sec. 7-37. Removal of inoperable vehicles.

No person, either as owner or occupant of any property within the Town, shall park, store, deposit or permit to be parked, stored or deposited thereon an inoperable vehicle unless such vehicle is enclosed in a garage or other building. The provisions of this Section shall not apply to any person with one vehicle inoperable for a period of less than thirty (30) consecutive days, or to any person or his or her agent who is conducting a business enterprise in compliance with existing zoning regulations. The retention of inoperable vehicles prohibited by this Section is hereby declared to be nuisance.

For purposes of this Section, and as otherwise used in this Chapter, *inoperable vehicle* means any automobile, truck, tractor, motorcycle or self-propelled vehicle which is in a condition of being junked, wrecked, wholly or partially dismantled, discarded, abandoned or unable to perform the functions or purpose for which it was originally constructed. The existence of any of the following conditions shall raise the presumption that a vehicle is inoperable:

- (1) Absence of a license plate or current registration upon such vehicle;
- (2) Placement of the vehicle or parts thereof upon jacks, blocks, chains or other supports; or
- (3) Absence of one or more parts of the vehicle necessary for the lawful operation of the vehicle upon the streets and highways.

Sec. 7-38. Broken windows in vacant dwellings.

No property owner shall allow broken windows in a vacant dwelling for a period exceeding seven (7) days. A broken window not replaced is hereby declared to be a nuisance.

Sec. 7-39. Junkyards and dumping grounds.

All places used or maintained as junkyards or dumping grounds, or for the wrecking or disassembling of automobiles, trucks, tractors or machinery of any kind, or for the storing or leaving of worn out, wrecked or abandoned automobiles, trucks, tractors, trailers, boats and housetrailer or machinery of any kind, or of any of the parts thereof, or for the storing or leaving of any machinery or equipment used by contractors or builders or by other persons, which places are kept in such manner as to essentially interfere with the comfortable enjoyment of life or property by others, are hereby declared to be nuisances.

Sec. 7-40. Slaughterhouses.

No slaughterhouse or other place for slaughtering animals shall be kept within the Town. Such places are hereby declared to be nuisances.

Sec. 7-41. Open wells, cisterns or excavations.

Excavations exceeding five (5) feet in depth, cisterns and wells or an excavation used for storage of water are hereby declared to be nuisances unless the same are adequately covered with a locked lid or other covering weighing at least sixty (60) pounds or are securely fenced with a solid fence to a height of at least five (5) feet. No person shall permit such nuisance to remain on premises owned or occupied such person.

Sec. 7-42. Building and construction materials to be removed from construction sites; excavations to be backfilled.

All building and construction materials, including, but not limited to, plaster, broken concrete, bricks, cinder blocks, stones, wood, roofing material, wire or metal binding, sacks or loose, discarded or unused material of any kind resulting from the wrecking, constructing or reconstructing of any room, basement, wall, fence, sidewalk or building, shall be promptly removed or discarded by the person responsible for such work. Such person shall be held liable for any scattering of such building and construction materials upon adjacent property. Excavations related to demolitions shall be completed and promptly backfilled with dirt to the existing grade of the surrounding area. Building and construction materials when not properly removed and excavations when not promptly backfilled are hereby declared to be nuisances.

Secs. 7-43 - 7-50 Reserved.

ARTICLE III - Garbage and Refuse

Sec. 7-51. Accumulation of refuse prohibited.

Any accumulation of refuse or other prohibited material on any property, improved or unimproved, in the Town is prohibited and is hereby declared to be a nuisance. No owner or occupant of property shall accumulate, or allow the accumulation of, refuse or other prohibited material on property in the Town.

Sec. 7-52. Responsibility for refuse on premises.

It is the duty of every owner of any vacant lot, building or premises, including any place of business, hotel, restaurant, dwelling house, apartment, tenement or any other establishment, at all times to maintain

the premises in a clean and orderly condition, permitting no deposit or accumulation of refuse or materials other than those ordinarily attendant upon the use for which such premises are legally intended.

Sec. 7-53. Removal of refuse from business.

Discarded refuse, including automobile parts, stoves, furniture and junkyard refuse, shall be removed by the proprietor so that the premises are clean and orderly at all times. Silt and similar deposits from automobile wash racks shall be removed from the Town by the establishment creating such deposit. Such removal shall be handled by the establishment responsible therefor.

Secs. 7-54 - 7-60 Reserved.

ARTICLE V – Brush and Weeds

Sec. 7-81. Definitions.

For purposes of this Article, and as otherwise used in this Chapter, the following terms shall have the meanings indicated:

Brush means voluntary growth of bushes and such as are growing out of place at the location where growing and includes all cuttings from trees and bushes and high and rank shrubbery growth which may conceal filthy deposits; and

Weed means an unsightly, useless, troublesome or injurious growing herbaceous plant, and includes all rank vegetable growth which exhales unpleasant and noxious odors and high and rank vegetable growth that may conceal filthy deposits.

Sec. 7-82. Growth and accumulation of weeds and brush prohibited.

Weeds or brush growing on property in the Town are hereby declared to be nuisances. No owner of any property shall allow or permit weeds or brush exceeding six (6) inches to grow, or remain when grown, on any such property, or on or along any sidewalk adjoining the same, or in the alley behind the same. All such weeds and brush shall be cut to a height of six (6) inches or less and kept so cut. Notwithstanding the foregoing, owners of commercial lots may cut a ten (10) inch buffer around the entire lot to a height of six (6) inches or less and allow the weeds and brush in the interior of the lot to grow to a height of up to twelve (12) inches.

Sec. 7-83. Notice to cut weeds or brush.

- (a) An authorized inspector shall provide written notice to the owner of property to cut any weeds or brush from property within three (3) days of delivery of such notice. Notice shall be deemed delivered on the date of hand delivery or posting on the property or three (3) days after depositing the notice in the mail, whichever is earlier.
- (b) In case of the failure of any owner of such property to cut or remove the weeds or brush, the Town Manager may order the cutting and removal of the weeds or brush and recover the costs of abatement and an administrative fee as set forth in this Chapter.

Sec. 7-84. Removal from Town.

All weeds and brush cut in accordance with this Article shall, immediately upon being cut, be removed from the Town or otherwise entirely destroyed by the owner or occupant of the property upon which the weeds and brush have been cut.

Sec. 7-85. Undesirable Plant Management Advisory Commission designated.

Pursuant to the Colorado Noxious Weed Act, §§ 35-5.5-101, *et seq.*, the Town Council is appointed to act as the local advisory board for the Town and shall have the duties and responsibilities as provided by state statute.

Secs. 7-86 - 7-100 Reserved.

ARTICLE VI - Trees

Sec. 7-101. Prohibited trees.

- (a) It is unlawful and deemed a nuisance to sell or import into the Town or plant or cause to be planted within the Town limits any box-elder trees (*Acer negundo*), cotton-bearing cottonwood trees (*Genus populus spices*), Chinese or Siberian elm trees (*Ulmus pumila*) or other undesirable plants as designated by ordinance upon any property within the Town, and the planting or setting out of these certain plants is hereby declared to be a menace to public health, safety and welfare and a nuisance.
- (b) The owner of any property within the Town, upon which any tree listed in Subsection (a) above has been planted, shall cut and remove such tree from the property after being given written notice to do so by the Town.
- (c) In case of the failure of any owner of property to cut and remove such tree as required in Subsection (b) above, the Town shall cut and remove such tree and recover its costs and an administrative fee as provided in this Chapter.

Sec. 7-102. Inspection of trees for signs of breeding of elm bark beetles.

The Town shall, or shall allow a representative of the State Department of Agriculture to, examine and inspect all trees within the Town on public or private property for signs of breeding of elm bark beetles.

Sec. 7-103. Maintenance of trees, storage of wood furnishing breeding places for elm bark beetles prohibited.

It shall be unlawful for any owner of property to maintain trees or store wood furnishing breeding places for the elm bark beetles. Such trees or wood shall include the following:

- (1) Dead or dying or obviously weakened elm trees, regardless of species or variety;
- (2) Dead or dying or obviously weakened branches in otherwise healthy elms;
- (3) Stumps of cut trees on which the bark remains; or
- (4) Elm wood cut from trees, whether or not they were diseased, that is cut and piled for fireplace wood, whether stored indoors or out.

Sec. 7-104. Trees and limbs in public right-of-way.

It shall be the duty of the owner of property adjacent to the public right-of-way to remove any trees or limbs located in or above the public right-of-way when such trees or limbs constitute a danger to public safety. Such trees and limbs shall constitute a nuisance. For the purposes of this Section, a *danger to public safety* shall include all trees and limbs which hinder visibility or which may otherwise affect public health, safety and welfare, and trees and limbs which present a structural defect which may cause the tree

or limb to fall on a person or on property of value. An authorized inspector, in such person's discretion, shall determine whether the trees or limbs constitute a danger to public safety.

Sec. 7-105. Control of trees and shrubs.

- (a) Trees, shrubs and other vegetation which are dead, broken, diseased or infested by insects so as to endanger the well-being of other trees, shrubs or vegetation or constitute a potential threat or hazard to people or property within the Town are hereby declared a nuisance.
- (b) The Town shall give written notice to the owner of property abutting Town rights-of-way or other public property of any condition deemed unsafe caused by trees and other vegetation overhanging or projecting from such abutting property and onto or over such right-of-way or other public property with such unsafe condition and require abatement. The Town shall correct any such unsafe condition immediately upon the expiration of the notice period specified in the notice of abatement and recover its costs and an administrative fee as provided in this Chapter.
- (c) It is unlawful and hereby declared to be a nuisance for any person to cut, trim, spray, remove, treat or plant any tree, vine, shrub, hedge or other woody plant upon access-controlled arterials or other public parks and greenbelts within the Town, unless authorized or directed by the Town.
- (d) It is unlawful and hereby declared to be a nuisance for any person to injure, damage or destroy any tree, shrub, vine, hedge or other vegetation in or upon public rights-of-way or other public property within the Town. Any person who notifies the Town of such injury, damage or destruction and promptly repairs or replaces such vegetation or pays for the cost of such repair or replacement shall not be charged with a nuisance violation.

Secs. 7-106 - 7-120 Reserved.



Town of Johnstown

July 27, 2020

Guzeven Construction, Inc.
5799 County Road 5
Erie, CO 80516

Property Owner: GUZEVEN CONSTRUCTION INC
Account: R4486186 **Parcel:** 105904300006
Address: 27 N Parish Ave, Johnstown, CO 80534
Legal: JOH 21389 PT SW4 4 4 67 BEG 850'N & 33'E OF SW COR SEC N64' E125' S64' W125'
TO BEG
Section: 4 **Township:** 4N **Range:** 67W
Site: Commercial Zoned Lot

NOTICE AND ORDER

To Person(s) Responsible:

NOTICE.

You are receiving this Notice and Order pursuant to Section 108.3 of the International Property Maintenance Code, 2018 Edition ("IPMC"), as adopted by the Town of Johnstown and applicable to Sites within Town limits pursuant to Johnstown Municipal Code Section 18-40. The Town of Johnstown Building Official ("Building Official") has determined the site located on the above-referenced property (the "Site") to be unsafe pursuant to Section 108.1.5, 301.3 of the IPMC, and in violation of Section 302.2 of the IPMC.

The Site referenced above is neglected, unsecured and the demolition has not been completed and is considered a dangerous structure or premise. According to Section 108.1.5 #11 any portion of a building that remains on a site after the demolition or destruction of the building or structure constitutes an attractive nuisance or hazard to the public.

A site inspection was performed by the Building Official on May 15, 2020 to evaluate the condition of the Site. The Building Official found the Site has no fencing along the backside of the property, fencing on the front side is not secure, concrete remains in the open hole that was left after partial demolition of the structure. The adjacent structures foundation remains partially exposed on the south side of the site. Exposure is causing deterioration of the adjacent properties foundation system. Stagnant water can accumulate in the depression. This site needs to be backfilled immediately and finished to the adjacent grade to prevent the issuance of a citation as a nuisance based on Johnstown Municipal Code and enforcement of the provisions of the Order as detailed below.

The Community That Cares

www.TownofJohnstown.com

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

ORDER

Within thirty (30) days of the receipt of this notice, the demolition of any remaining portions of the existing structure shall be completed. All utilities shall be capped and marked using best standard practices. Site compaction and grading shall be completed and must comply with the overall grading and drainage plan to not create additional drainage issues to the public wastewater system or neighboring properties. Soils shall be replaced under the adjacent properties foundation system to support and protect this foundation system to mimic the original application.

Prior to any work being completed on the Site, notification shall be given to the Town of Johnstown in writing.

If you fail to comply within the time prescribed, pursuant to IPMC § 110.3, the Town may cause the grading and removal of the existing structure on the Site, and charge the cost of such work against the property located at 27 N Parish Ave, Johnstown, Colorado, which shall be a lien upon such real estate.

Any person having any record title or legal interest in the Site or property may appeal from the notice and order or any action of the Building Official to the Board of Appeals, provided the application for appeal is made in writing to the Building Official within twenty (20) days from the date of service of this notice and order. IPMC § 111.1. An application of appeal shall be based on a claim that the true intent of the IPMC has been incorrectly interpreted, that the provisions of the IPMC do not fully apply, or that the requirements of the IPMC are adequately satisfied by other means. IPMC § 111.1. If the Building Official receives a written application for appeal within the time prescribed, the Board shall set a hearing to be held within twenty (20) days of the Building Official's receipt of the application of appeal. Failure to appeal this notice and order within the time prescribed will constitute waiver of all rights to an administrative hearing and determination of the matter.

If you have any questions, please contact Jonathan Gesick, Building Official, Town of Johnstown at (970) 305-3161.

Sincerely,



Jonathan Gesick
ProCode Inc.
Building Official
Town of Johnstown

Cc: Matt LeCeref, Town Manager
Brian Phillips, Chief of Police



Town of Johnstown

Building Permit Statistics

June 2020

Single Family Residential

Issued ytd	49
Reviewed, ready to issue	
Submitted, in system	<u>6</u>
Total in system	55

Commercial

*New Building Issued ytd	9
Reviewed, ready to issue	
Submitted, in system	<u>2</u>
Total in system	11

Other Residential (basements/alterations/additions)

Issued ytd	87
Reviewed, ready to issue	6
Submitted, waiting to submit	<u>3</u>
Total in system	96

Other Commercial * (tenant finish/alterations/additions)

Issued ytd	15
Reviewed, ready to issue	3
Submitted, waiting to review	<u>7</u>
Total in system	25

Fees collected at permit issuance

	Residential	Commercial
Construction Valuation	(\$12,009,190)	(\$28,43,115)
Building permit fees	\$144,958	\$150,657
F&F or F&F Credit	\$0	\$0
Paving	\$0	\$0
Water Upgrade	\$1,000	\$0
Water & Sewer Reimbursement	\$13,048	\$0
Raw Water Development Fee	\$261,617	\$253,051
Water Meter	\$12,960	\$6,397
Water Tap	\$308,976	\$273,961
Water Certificate	- 0 -	- 0 -
Sewer Tap	\$253,440	\$51,740
Sewer Certificate	- 0 -	- 0 -
Sewer Inspection Fee	\$4,900	\$800
Park	\$24,500	\$126,000
Use Tax	\$206,476	\$388,794
Larimer Use Tax	\$78,889	\$104,662
Open Space Impact Fee	\$58,487	\$254,520
Library Impact Fee	\$56,020	\$221,508
Public Facilities Impact Fee	\$77,749	\$456,420
Police Facilities Impact Fee	\$35,841	\$234,193
Transportation Facilities Impact Fee	\$135,838	\$1,222,333
Traffic Signal	\$2,231	\$0
School District Fee	(\$10,688)	(\$173,376)
Front Range/Loveland Fire Dist Fee	(\$44,585)	(\$205,995)

TOTAL FEES

\$1,676,930

\$3,745,036

Building permits issued for individual dwelling units - 1991 to (date)

Single family, duplex, 4-plex					
Year	Issued	Month avg		Year	Issued Month avg
*1961 - 90	165	0.0		2016	132 11.00
1991	2	0.17		2017	140 11.67
1992	5	0.42		2018	126 10.50
1993	7	0.75		2019	87 7.25
1994	47	3.92		2020	49 8.16
1995	106	8.83			
1996	145	12.00			
1997	143	11.92			
1998	175	14..58			
1999	145	12.08		TOTAL	4989
2000	134	11.92			
2001	152	12.67			
2002	262	21.92			
2003	284	24.17			
2004	331	27.67			
2005	375	31.33			
2006	180	15.75			
2007	160	133.42			
2008	97	8.00			
2009	89	7.42			
2010	124	10.33			
2011	184	15.34			
2012	310	25.84			
2013	378	31.50			
2014	272	22.67			
2015	162	13.50			

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



June 2020 Recycling Benefits for the Town of Johnstown

In June 2020, we recycled 41 tons of cans, bottles, paper, and cardboard.

Recycling these materials will save the following resources:

509 Mature Trees

Represents enough saved timber resources to produce 8,660,600 sheets of printing and copy paper!

97 Cubic Yards of Landfill Airspace

Enough airspace to fulfill the annual municipal waste disposal needs for 110 people!

71,077 Kw-Hrs of Electricity

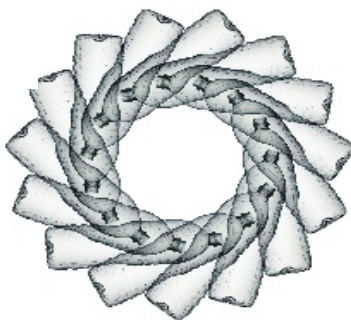
Enough power to fulfill the annual electricity needs of 6 homes!

Avoided 91 Metric Tons (MTCO₂E) of GHG Emissions

The recycling of these materials prevented these GHG emissions!

173,939 Gallons of Water

Represents enough saved water to meet the daily fresh water needs of 2,319 people!



PREPARED BY WASTE MANAGEMENT

Sources: U.S. Environmental Protection Agency, U.S. Energy Information Administration, Environmental Paper Network-Paper Calculator V4.0, Domtar Paper, Gaylord Corporation, U.S. Forest Products Laboratory, and Waste Management. © Waste Management 2019