450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, March 04, 2024 at 7:00 PM

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

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

EXECUTIVE SESSION

1. An executive session to receive legal advice from the Town's Water Attorney pursuant to C.R.S. Section 24-6-402(4)(b) regarding Water Division No. 1 - Case Number: 20CW3011

SPECIAL PRESENTATIONS

2. Business of the Month
3. Employee Introductions

PUBLIC COMMENT

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

4. Public Comment Received Online

CONSENT AGENDA

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

5. February 21, 2024 Meeting Minutes
6. Ordinance 2024-241: Second Reading, Approving the Larson Annexation
7. Resolution 2024-10: Setting the Public Hearing Date for the Yellow Roof Annexation
8. Annexation Agreement - Larson Annexation
9. Boundary Agreement Between the Town of Milliken and Town of Johnstown
10. February 2024 List of Bills

TOWN MANAGER REPORT

11. Town Manager's Report

TOWN ATTORNEY REPORT

NEW BUSINESS

12. Council Chambers Audio/Visual Options
13. Resolution 2024-13: Approving the Purchase and Sale Agreement By and Between the Town Of Johnstown and Bruce Gillam Development Corporation and/or its Successors or Assigns for the Purchase of Real Property Known As Lot 1 and Outlot A, Country Acres Tenth Filing Town of Johnstown, County of Weld, State of Colorado, Consisting of Approximately .317 Acres

PUBLIC HEARING

14. Resolution No. 2024-11: Approving North Ridge Design Guidelines
15. Resolution No. 2024-12: Approving The Ridge Johnstown Design Guidelines

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

EXECUTIVE SESSION

16. An Executive Session to Discuss a Personnel Matter Under C.R.S. Section 24-6-402(4)(f) - Town Manager Evaluation

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

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

De conformidad con la Ley de Discapacitados Estadounidenses y otras leyes vigentes, los individuos que necesitan adaptaciones funcionales para asistir o participar en esta reunión deberán comunicarse con la Municipalidad marcando el 970 587- 4664 a lo más tardar 48 horas antes de dicha reunión para solicitarla.

From: Online Public Comment Webform Submission
To: Hannah Hill; Jamie Barker; Mitzi McCoy
Subject: Online Public Comment Webform SUBMITTED
Date: Monday, March 4, 2024 4:59:40 PM

Submitted on Monday, March 4, 2024

Submitted by: Anonymous

Submitted values are:

Name
Michael Trapp

Address
[redacted]

Town/City
Johnstown

Phone Number
[redacted]

Topic
Monies for Signs

Comments to be read by meeting host on your behalf (during the Town Council meeting).
We have enough signs. Fix roads and update parks instead of more signs. Fix what we have first.

By typing your name, you acknowledge that you have written these comments and wish to participate in our Town Council meeting remotely as well as have your information shared with our Town Council, Staff, and audience.
Michael Trapp

From: Online Public Comment Webform Submission
To: Hannah Hill; Jamie Barker; Mitzi McCoy
Subject: Online Public Comment Webform SUBMITTED
Date: Monday, March 4, 2024 12:21:00 PM

Submitted on Monday, March 4, 2024

Submitted by: Anonymous

Submitted values are:

Name
Andrea Crawford

Address
[redacted]

Town/City
Johnstown

Phone Number
[redacted]

Email (Optional)
[redacted]

Topic
Bike rack

Comments to be read by meeting host on your behalf (during the Town Council meeting).
I would like to see a couple of bike racks downtown. I'm 77 years old and I like to ride my 3-wheel bike down to the Shear Shack for my haircut or to Subway or Ace Hardware but there is no place to safely park my bike. I've lived here for 25 years and I thought there was one awhile ago but it's not there now. Thank you for listening. Andrea Crawford

By typing your name, you acknowledge that you have written these comments and wish to participate in our Town Council meeting remotely as well as have your information shared with our Town Council, Staff, and audience.
Andrea Crawford

Hannah Hill

From: Online Public Comment Webform Submission <no-reply@co.colorado.gov>
Sent: Sunday, February 25, 2024 1:36 PM
To: Hannah Hill; Jamie Barker; Mitzi McCoy
Subject: Online Public Comment Webform SUBMITTED

Submitted on Sunday, February 25, 2024

Submitted by: Anonymous

Submitted values are:

Name
Christopher Bates

Address
[redacted]

Town/City
Johnstown

Phone Number
[redacted]

Email (Optional)
[redacted]

Topic
Xfinity Boxes

Comments to be read by meeting host on your behalf (during the Town Council meeting).
The Xfinity cable boxes currently being placed every 100 feet throughout my neighborhood are unsightly. It would have been nice to have been notified of this plan prior installation so we could argue the case. Now we're stuck with these eyesores in our front yards. Do better Johnstown. You really trashed our neighborhood.

By typing your name, you acknowledge that you have written these comments and wish to participate in our Town Council meeting remotely as well as have your information shared with our Town Council, Staff, and audience.
Christopher Bates

From: Online Public Comment Webform Submission
To: Hannah Hill; Jamie Barker; Mitzi McCoy
Subject: Online Public Comment Webform SUBMITTED
Date: Monday, March 4, 2024 6:34:30 PM

Submitted on Monday, March 4, 2024

Submitted by: Anonymous

Submitted values are:

Name
Scott Gudmundson

Address
[redacted]

Town/City
Johnstown

Phone Number
[redacted]

Email (Optional)
[redacted]

Topic
New signs

Comments to be read by meeting host on your behalf (during the Town Council meeting).
The amount that the town is paying for the new sign project seems excessive and the signs are awfully gaudy. Is it possible to reconsider the amount and scope of the project?

By typing your name, you acknowledge that you have written these comments and wish to participate in our Town Council meeting remotely as well as have your information shared with our Town Council, Staff, and audience.
Scott Gudmundson

From: Online Public Comment Webform Submission
To: Hannah Hill; Jamie Barker; Mitzi McCoy
Subject: Online Public Comment Webform SUBMITTED
Date: Monday, March 4, 2024 2:35:28 PM

Submitted on Monday, March 4, 2024

Submitted by: Anonymous

Submitted values are:

Name
Dezzie

Address
[redacted]

Town/City
Johnstown

Phone Number
[redacted]

Email (Optional)
[redacted]

Topic
Downtown signage

Comments to be read by meeting host on your behalf (during the Town Council meeting).
This is absolutely a waste of our tax payers money! If we have this kind of time & money to waste on signage...how about giving it back to the tax payers so we can have some relief & help in & with our daily living needs & responsibilities!!!

By typing your name, you acknowledge that you have written these comments and wish to participate in our Town Council meeting remotely as well as have your information shared with our Town Council, Staff, and audience.
Dezzie Lujan

From: Online Public Comment Webform Submission
To: Hannah Hill; Jamie Barker; Mitzi McCoy
Subject: Online Public Comment Webform SUBMITTED
Date: Monday, March 4, 2024 7:09:08 PM

Submitted on Monday, March 4, 2024

Submitted by: Anonymous

Submitted values are:

Name
Alisa Champa

Address
[redacted]

Town/City
Johnstown, CO

Phone Number
[redacted]

Topic
Signage

Comments to be read by meeting host on your behalf (during the Town Council meeting).
My mom who frequently visits me in Johnstown saw the new "Downtown Johnstown" sign across the street from Wing Shack about two weeks ago and commented that it was very "trashy" looking. We are very embarrassed, by this sign and furthermore, we are disgusted in the lack of stewardship with our taxpayer dollars.

By typing your name, you acknowledge that you have written these comments and wish to participate in our Town Council meeting remotely as well as have your information shared with our Town Council, Staff, and audience.
Alisa Champa

450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Wednesday, February 21, 2024 at 7:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Mayor Mellon called the February 21, 2024 meeting to order and led the Pledge of Allegiance.

ROLL CALL

Present:
Councilmember Molinar
Councilmember Morris
Councilmember Paranto
Councilmember Young
Mayor Mellon

Absent:
Councilmember Berg

AGENDA APPROVAL

Councilmember Young moved to approve the agenda as submitted

Councilmember Molinar provided the second and the motion passed.

SPECIAL PRESENTATIONS

1. Proclamation - Night of Champions

Mayor Mellon read into the record the proclamation declaring the Night of Champions for Roosevelt High School Cheer Team.

PUBLIC COMMENT

Stephanie Podtburg spoke to in support of Downtown Johnstown

Donna Derrera spoke to support of Downtown Johnstown

Public Comment was received online from Jim Hatfield, Brenda, and Brittany Ebel.

CONSENT AGENDA

Councilmember Paranto moved to approve the consent agenda

Councilmember Morris provided the second and the motion passed.

2. February 4, 2024 Meeting Minutes
3. Second Reading of Ordinance 2024-239 Amending Article IV of Chapter 8 of the Municipal Code Concerning Abandoned and Junked Vehicles.

4. Ordinance 2024-240: Amending "Table 3-8: Impact Fees" of the Town of Johnstown Land Use and Development Code Concerning Impact Fees Imposed on Behalf of the Front Range Fire Rescue Fire Protection District
5. Resolution 2024-08 Finding Substantial Compliance For Initiating Annexation Proceedings and Setting A Public Hearing Date For The Blue Spruce Ridge Annexation
6. WSSA - Amended TRR East Clubhouse
7. Site Development Plan Agreement with Journey Homes, LLC for The Ridge Multi-Family Development.
8. Intergovernmental Agreement Between the Town of Johnstown, Colorado and the City of Thornton, Colorado
9. January 2024 Financials

TOWN MANAGER REPORT

Matt LeCerf, Town Manager, presented the report included in the packet. It was noted that a tour of Low Point Wastewater Treatment Plant is being planned for Council.

TOWN ATTORNEY REPORT

There was no report from the Town Attorney.

OLD BUSINESS

10. Resolution 2024-09: Authorizing Property Tax Rebate to Residential Property Owners

Devon McCarty, Finance Director, noted the previous Council meeting discussion of options for the property tax rebate. Council's direction is presented in the resolution.

Council asked for clarification on roughly how many checks would be sent out and how much the checks would be for. Ms. McCarty noted that the amount is based on the percentage of what the homeowner is putting in.

Council inquired on how much of a cost this would be administratively. Mr. LeCerf noted there would be roughly 5,000 to 6,000 checks would be sent, noting that multi-family residents would not be included as residential. The total rebate is $650,000, with costs to process the rebate being approximately $19,000. A rough estimate would be a $118 per check. Mr. LeCerf noted that Council felt this was the right thing to do for our property owners, and the cost of expending staff time to execute this program would be a good opportunity to give back to the community.

Councilmember Morris moved to approve Resolution No. 2024-09 Authorizing a Property Tax Rebate to Residential Property Owners as Presented

Councilmember Young seconded the motion and the motion passed.

NEW BUSINESS

11. Discussion Item - Boundary Agreement Between the Town of Milliken and Town of Johnstown

Mr. LeCerf noted the draft proposal between the two towns, referencing the boundary lines. A 20-year agreement that creates a 250-foot green corridor buffer along County Road 19. The Town would be allowed to annex the area holding the Central Wastewater Treatment Plant. Milliken's Town Council will review the agreement on February 28, 2024.

Council asked for clarification regarding shares of the Hillsborough Ditch, which Mr. LeCerf noted that is a separate agreement being worked on with Milliken.

PUBLIC HEARING

12. Renewal of BD Colorado dba Bad Daddy's Burger Bar Hotel & Restaurant liquor license

Mayor Mellon opened the public hearing.

Hannah Hill, Town Clerk, presented for Council's consideration the renewal of the Hotel & Restaurant's liquor license, noting Municipal Code requirements and the violation received by Bad Daddy's Burger Bar and the fine paid.

Chris Burnham, representative from Bad Daddy's Burger Bar, spoke to the training and re-certification of staff after receiving the violation.

Mayor Mellon opened public comment for those opposed or in favor of this item, to which there was none.

Mayor Mellon closed the public hearing.

Councilmember Morris moved to approve the renewal of a Hotel & Restaurant Liquor License for BD Colorado dba Bad Daddy's Burger Bar.

Councilmember Molinar seconded and the motion passed.

13. 1. Public Hearing – Consideration of Resolution 2024-07 Accepting the Findings of Fact and Conclusions for the Larson Annexation
    2. First Reading of Ordinance 2024-241, Approving the Annexation of Certain Unincorporated Lands Located in the County of Weld, Consisting of Approximately 96 Acres and Known as the Larson Annexation

Mayor Mellon reopened the public hearing.

Jeremy Gleim, Planning Director, presented the annexation for Council's consideration, noting this item is just for annexation with no zoning associated. With the property being approximately 96 acres with no platting required at this time.

Council did speak to previous discussions with this developer regarding larger lots when this area is zoning and plotted, as well as consideration of the existing home to not create a pocket as the area develops. Consideration of traffic concerns and traffic in the future was asked to be reviewed as well.

Larry Buckendorf representing the development entity, spoke to the current annexation process. Council encouraged the applicant to review other land use hearings to have come before Council.

Mayor Mellon opened public comment for those opposed or in favor of this item, to which there was none.

Mayor Mellon closed the public hearing.

Councilmember Molinar moved to approve Resolution No. 2024-07, accepting the Findings of Fact and Conclusions for the Larson Annexation

Councilmember Young seconded and the motion carried.

ABSTAIN: Morris

Councilmember Molinar moved to approve Ordinance No. 2024-241 on first reading, approving annexation of approximately 96 acres, known as the Larson Annexation.

Councilmember Young seconded and the motion carried

ABSTAIN: Morris

COUNCIL REPORTS AND COMMENTS

Councilmember Morris asked for a timeline on the sound system. Ms. Hill noted that item would be on the next Council meetings agenda. County Road 46 ½'s sidewalk process was asked for clarification. Mr. LeCerf noted the easement in this area belongs to the Town, however the area that is not complete is collecting of ground water and due to state requirements permits are being applied for. The water has to be pipped back to the river, and a plan for how that will happen is in process, with the Town working on applying for those permits.

Councilmember Young noted the sale of Letford bricks from the Historical Society, and information from the Meteorite Committee will be forthcoming. The Library Board is working with the Weld District regarding strategic planning.

Councilmember Molinar noted the Johnstown Housing Authority meeting with the Town's Economic Development Department and Town Manager regarding future funding for growth in the Housing Authority.

MAYOR'S COMMENTS

Mayor Mellon provided a reminder regarding the evaluation for the Town Manager. Online comments were addressed.

INFORMATIONAL ITEMS

14. Informational Items

Informational items were provided in the packet.

EXECUTIVE SESSION

15. An executive session to discuss the purchase of real property pursuant to C.R.S. Section 24-6-402(4)(a) - Sandra Drive Drainage Improvements

Councilmember Young moved to recess into executive session to discuss the purchase of real property pursuant to C.R.S. Section 24-6-402(4)(a) – Sandra Drive Drainage Improvements

Councilmember Paranto seconded and the motion passed.

Council reconvened and Mayor Mellon noted no items were discussed and no action was taken.

ADJOURN

Mayor Mellon adjourned the February 21, 2024 meeting.

_____

Troy D. Mellon, Mayor

_____

Hannah Hill, Town Clerk

450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: March 4, 2024

SUBJECT: Ordinance 2024-241, Second Reading, Approving the Larson Annexation

ACTION PROPOSED: Approve Ordinance 2024-241, Second Reading, to Annex Certain Unincorporated Lands Located in the County of Weld, Consisting of Approximately 96 Acres and Known as the Larson Annexation

ATTACHMENTS: 1. Ordinance 2024-241

PRESENTED BY: Jeremy Gleim, AICP, Planning & Development Director

AGENDA ITEM DESCRIPTION:
This ordinance is for the approval of Annexation Case No. ANX22-0001. The subject property currently exists in Weld County and measures approximately 96 acres in size. The project is located on the west side of Telep Avenue, between Weld County Road 50 (north) and State Highway 60 (south). There is no zoning associated with this annexation.

The first reading of this ordinance was presented to the Town Council at their meeting of February 21, 2024. Staff presented the project, and a public hearing was held. After due consideration of the staff report, public testimony, and discussion among council members, the project was approved by unanimous vote.

STRATEGIC PLAN ALIGNMENT:

- Natural & Built Environment
  - *To guide growth in the community through appropriate annexation, zoning, planning, and land use development.*

Staff finds that the proposed annexation is consistent with the goal and strategy referenced above, pursuant to the adopted Johnstown Strategic Plan.

LEGAL ADVICE:
The Town Attorney provided the resolution presented for consideration.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Ordinance 2024-241, Second Reading, to Annex Certain Unincorporated Lands Located in the County of Weld, Consisting of Approximately 96 Acres and Known as the Larson Annexation

---

Reviewed and Approved for Presentation,

_____
Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2024-241

ANNEXING CERTAIN UNINCORPORATED LANDS LOCATED IN THE NORTHEAST QUARTER OF SECTION 6 AND THE NORTHWEST QUARTER OF SECTION 5 TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 96.04 ACRES AND KNOWN AS THE LARSON ANNEXATION

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

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

WHEREAS, by Resolution No. 2023-061, the Town Council found a petition for annexation of certain property known as Lot B, Recorded Exemption No. 1059-06-2 Re-2515, Lot B, Recorded Exemption No. 1059-06-2-Re-2616 and a Portion of adjoining Weld County Road 15 Right of Way located in the Northeast Quarter of Section 6 and the Northwest Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 96.04 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the "Larson Annexation," to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, after notice pursuant to C.R.S. § 31-12-108, on February 21, 2024, the Town Council has held a public hearing regarding the proposed annexation to determine if the annexation complies with C.R.S. §§ 31-12-104 and 105; and

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

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

Section 1. The annexation of certain unincorporated property known as Lot B, Recorded Exemption No. 1059-06-2 Re-2515, Lot B, Recorded Exemption No. 1059-06-2-Re-2616 and a Portion of adjoining Weld County Road 15 Right of Way located in the Northeast Quarter of Section 6 and the Northwest Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 96.04 acres, being more particularly described on Exhibit A, be and the same is hereby approved and said unincorporated area is hereby incorporated and made a part of the Town of Johnstown, Colorado.

Section 2. That the annexation of such unincorporated area to the Town of Johnstown, Colorado shall be complete and effective on the effective date of this Ordinance, except for the

purpose of general property taxes, and shall be effective as to general property taxes on and after the first day of January, 2025.

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

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

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

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 21 day of February, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____
Hannah Hill, Town Clerk

By:_____
Troy D. Mellon, Mayor

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT A
PROPERTY DESCRIPTION

PARCEL DESCRIPTION – Larson Property Annexation
A parcel of land being Lot B, Recorded Exemption No. 1059-06-2-RE-2515 recorded January 28, 2000 as Reception No. 2746724 of the Records of Weld County, Lot B, Recorded Exemption No. 1059-06-2-RE-2616 recorded January 28, 2000 as Reception No. 2746722 of the Records of Weld County, and the adjoining Weld County Road 15 Right of Way situate within the Northeast Quarter (NE1/4) of Section Six (6) and the Northwest Quarter of Section Five (5), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado being more particularly described as follows;

BEGINNING at the East Quarter Corner of said Section 6 and assuming the East line of the Northeast Quarter of Section 6 as bearing North 00° 44' 06" West a distance of 2532.98 feet, and being monumented on the South by a #6 Rebar with a 3.25" Aluminum Cap stamped LS 23520 and on the North by a 1" Pipe with a 2.5" Aluminum Cap stamped LS 38065 with all other bearings contained herein relative thereto:

THENCE North 86° 38' 55" West along the Northerly line of Rolling Hills Ranch Annexation recorded October 4, 1996 as Reception No. 2514298 of the Records of Weld County and along the South line of the Northeast Quarter of said Section 6 a distance of 1359.33 feet to the Center-East Sixteenth Corner of Section 6;
THENCE North 86° 38' 55" West continuing along said Northerly line of Rolling Hills Ranch Annexation and along said South line of the Northeast Quarter of Section 6 a distance of 1359.33 feet to the Center Quarter Corner of said Section 6;
THENCE North 02° 02' 39" West along the Westerly line of Lot B, Recorded Exemption No. 1059-06-2-RE-2616 a distance of 1519.18 feet to the Northwest Corner of said Lot B;
THENCE South 86° 38' 55" East along the Northerly line of Lot B a distance of 1377.18 feet to the Northeast Corner of said Lot B, RE-2616 and to the Northwest Corner of Lot B, Recorded Exemption No. 1059-06-2-RE-2515;
THENCE South 86° 38' 55" East along the North line of said Lot B, RE-2515 a distance of 1376.29 feet to the East line of the Northeast Quarter of said Section 6 and to the Northeast Corner of said Lot B, RE-2515;
THENCE North 89° 15' 54" East a distance of 30.00 feet to the Easterly Right of Way line of Weld County Road 15;
The following Four (4) courses are along the Easterly Right of Way line of Weld County Road 15.
THENCE South 00° 44' 06" East a distance of 733.83 feet to the Northerly line of Paul Nelson Dairy Farm Annexation recorded March 1, 2006 as Reception No. 3366628 of the Records of Weld County;
THENCE South 00° 44' 06" East a distance of 782.61 feet;
THENCE South 00° 13' 12" East a distance of 0.84 feet to the Southerly line of said Paul Nelson Dairy Farm Annexation;
THENCE South 00° 13' 12" East a distance of 1.17 feet to the Northeast corner of said Rolling Hills Ranch Annexation;

THENCE North 86° 38' 55" West along the Northerly line of said Rolling Hills Ranch Annexation a distance of 30.06 feet to the **POINT OF BEGINNING.**

The above described tract of land contains 4,183,676 square feet or 96.04 acres, more or less (±).

450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: March 4, 2024

SUBJECT: Resolution 2024-10 Finding Substantial Compliance for Initiating Annexation Proceedings and Setting a Public Hearing Date for the Yellow Roof Annexation (Case No. ANX23-0002)

ACTION PROPOSED: Consideration of Resolution 2024-10 Finding Substantial Compliance for Initiating Annexation Proceedings and Setting a Public Hearing Date for the Yellow Roof Annexation

ATTACHMENTS:
1. Resolution 2024-10
2. Petition for Annexation
3. Vicinity Map

PRESENTED BY: Jeremy Gleim, AICP, Planning & Development Director

AGENDA ITEM DESCRIPTION:
The Town has received a petition for annexation from Yellow Roof Development, LLC, for the Yellow Roof Annexation. This annexation comprises approximately 5.7 acres of land on the north side of East County Road 16, just west of Interstate 25. The proposed property to be annexed meets the eligibility and contiguity requirements of C.R.S. §31-104/105. The subject property currently exists in Larimer County and is contiguous to Johnstown limits along its southern and eastern boundaries.

STRATEGIC PLAN ALIGNMENT:
- Natural & Built Environment
  - *To Guide growth in the community through appropriate annexation, zoning, planning, and land use development.*

Staff finds that the proposed annexation is consistent with the goal and strategy referenced above, pursuant to the adopted Johnstown Strategic Plan.

This resolution sets the hearing date for this annexation request for Monday, April 15, 2024.

LEGAL ADVICE:
The Town Attorney provided the resolution presented for consideration.

FINANCIAL ADVICE:
NA

RECOMMENDED ACTION: Approve Resolution 2024-10.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2024-10

A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE FOR INITIATING ANNEXATION PROCEEDINGS AND SETTING A PUBLIC HEARING DATE FOR THE YELLOW ROOF ANNEXATION

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

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

WHEREAS, on or about January 9, 2024, Yellow Roof Development, LLC, a California limited liability company, submitted a Petition for Annexation; and

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

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

Section 1. The Town Council finds that a Petition for Annexation of certain property situated in the Southeast Quarter of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, consisting of approximately 5.7 acres, being more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference, filed with the Town Clerk on or about January 9, 2024, to be known as the "Yellow Roof Annexation," is in substantial compliance with §31-12-107(1), and that a public hearing should be held to determine if the proposed annexation complies with §§31-12-104 and 31-12-105, C.R.S., or such parts thereof as may be required to establish eligibility pursuant to §31-12-101, *et seq.*

Section 2. The Town Council hereby sets a public hearing for such purposes on April 15th, 2024, at 7:00 p.m., at 450 South Parish Avenue, Johnstown, Colorado.

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

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

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of _____, 2024.

ATTEST:

By:_____
Hannah Hill, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By:_____
Troy D. Mellon, Mayor

Exhibit A

Legal Description:

All that part of the southeast quarter of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, being more particularly described as follows:

Beginning at a point on the south line of said Section 27, which point is 1247.9 feet west of the southeast corner of said Section 27; thence westerly on the south line of said Section 27 a distance of 170 feet; thence on an angle of 75°27'30" to the right a distance of 531.2 feet; thence on an angle of 104°32'30" (104°12'30" record) to the right a distance of 519.68 feet to a point on the westerly right of way line of U.S. Highway No. 185; thence on an angle of 75°27'30" to the right along said right of way line a distance of 442.59 feet; thence on an angle of 93°51'30" to the right a distance of 333.2 feet; thence on an angle of 79°19'00" to the left a distance of 24.0 feet to the Point of Beginning.

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

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

See Exhibit A (Annexation Plat) attached hereto and made a part hereof.

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

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

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

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

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

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

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

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

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

(9) The area proposed to be annexed comprises less than ten acres, therefor an impact report as provided in Section 31-12-105.5, CRS, as amended, is not required.

(10) The area proposed to be annexed is located within Larimer County, Thompson School District, Northern Colorado Water Conservancy District, Little Thompson Water District, Loveland Rural Fire Protection District, Aims Junior College District, and no known others;

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

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

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

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

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(15) Petitioner represents that: (Check one)

__X__ No part of the property to be annexed is included within any site specific development plan approved by Larimer County, Colorado.

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

(16) Submitted with this Petition is the required $100.00 for publication costs.

EXECUTED this 4th day of Jan, 2024

By: Tracy J. Letzring

~~Name:~~

Title: Member

Name of Annexation: Yellow Roof Development

STATE OF COLORADO)
)ss
COUNTY OF Larimer)

Subscribed and sworn to before me this 4th day of January, 2024 by Tracy Letring as Member of Yellow Roof Development LLC on behalf of Same.

WITNESS my hand and official seal.

My commission expires: May 8, 24

ELYSSIA ATKINS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204016215
MY COMMISSION EXPIRES MAY 08, 2024

Elyssia Atkins
Notary Public

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EXECUTED this 4 day of January, 2024.

By: _____

Name: Thomas F. Tait

Title: Member

Name of Annexation: Yellow Roof Development

CALIFORNIA JURAT **GOVERNMENT CODE § 8202**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to ~~(or affirmed)~~ before me on

this 4 (Date) day of January (Month), 20 24 (Year), by

(1) Thomas E. Tait

(and (2) _____),

Name~~(s)~~ of Signer~~(s)~~

proved to me on the basis of satisfactory evidence to be the person~~(s)~~ who appeared before me.

ADRIANA MENDOZA
Notary Public - California
Orange County
Commission # 2462776
My Comm. Expires Sep 11, 2027

Signature Adriana Mendoza

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Petition for Annexation

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

STATE OF COLORADO)
)ss
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____,
_____ by _____ as _____ of
_____ on behalf of
_____.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

See Attached Certificate

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EXECUTED this 8 day of January, 2024.

By: [signature]

Name: K. RICHARD TAIT

Title: Member

Name of Annexation: Yellow Roof Development

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State of California

County of Orange

Subscribed and sworn to (~~or affirmed~~) before me on

this 8th day of January, 20 24, by
Date *Month* *Year*

(1) Kenneth Richard Tait

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

ADRIANA MENDOZA
Notary Public - California
Orange County
Commission # 2462776
My Comm. Expires Sep 11, 2027

Signature Adriana Mendoza
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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EXECUTED this 8th day of January, 2024.

By: Alegg Homes

Name:

Title: Member

Name of Annexation: Yellow Roof Development

STATE OF COLORADO)
)ss
COUNTY OF Larimer)

Subscribed and sworn to before me this 8 day of January, 2024 by Alex Haime as Member of Yellow Roof Development on behalf of owner.

WITNESS my hand and official seal.

My commission expires: Nov 20 2027

LYLE JONES
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20154045386
MY COMMISSION EXPIRES NOV 20, 2027

Notary Public

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Johnstown, Colorado, consisting of 5 pages, including this page and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

Circulator

STATE OF COLORADO)
)ss
COUNTY OF Larimer)

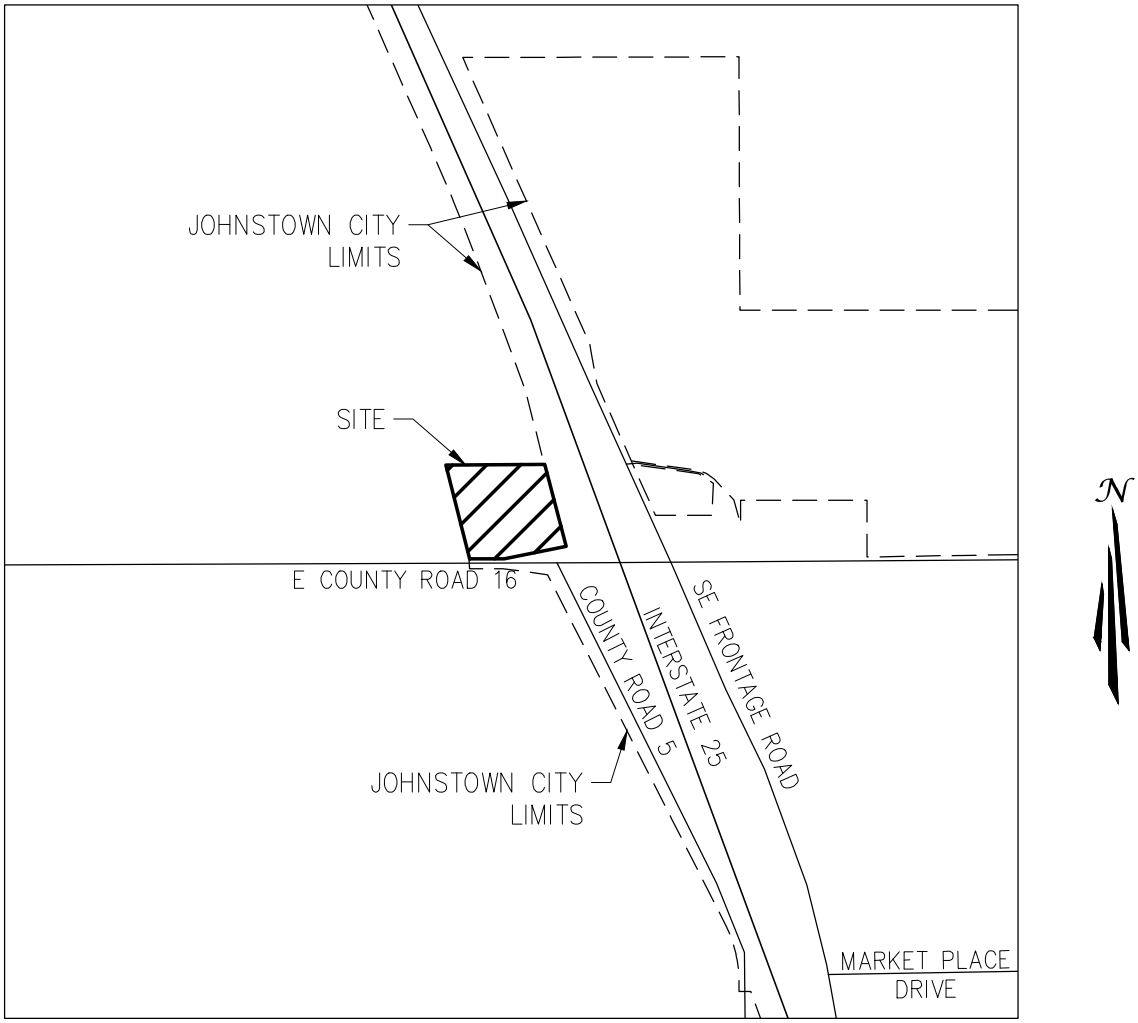
The foregoing Affidavit of Circulator was subscribed and sworn to before me this 4th day of Jan., A.D., 2024, by Tracy Letzring.

Witness my hand and official seal.

My commission expires: May 8, 2024

ELYSSIA ATKINS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204016215
MY COMMISSION EXPIRES MAY 08, 2024

Elyssia Atkins
Notary Public



YELLOW ROOF ANNEXATION & ZONING

VICINITY MAP

0 1000' 2000'

SCALE: 1" = 1000'

450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: March 4, 2024

SUBJECT: Annexation Agreement for the Larson Annexation

ATTACHMENTS:
1. Annexation Agreement
2. Resolution No. 2024-07
3. Ordinance No. 2024-241

PRESENTED BY: Jeremy Gleim, AICP, Planning & Development Director

AGENDA ITEM DESCRIPTION:

This Annexation Agreement ("Agreement") accompanies Annexation Case No. ANX22-0001 (Larson Annexation). A public hearing for the Larson Annexation ("Property") was held on February 21, 2024, wherein the Town Council considered the project. Concluding the public hearing, the Council voted to approve:

1. Resolution No. 2024-07 (Findings of Fact and Conclusions for the Larson Annexation); and,
2. Ordinance No. 2024-241, first reading (Approving the Larson Annexation)

The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town. All terms and conditions within the Agreement are in addition to all requirements concerning annexation contained in the Johnstown Municipal Code, the Town's development regulations and Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, §§31-12-101, et seq., C.R.S.

STRATEGIC PLAN ALIGNMENT:

- Natural & Built Environment
  - *To guide growth in the community through appropriate annexation, zoning, planning, and land use development.*

Staff finds that the proposed annexation is consistent with the goal and strategy referenced above, pursuant to the adopted Johnstown Strategic Plan.

LEGAL ADVICE:

The Town Attorney provided the agreement being presented for consideration.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve the Annexation Agreement for the Larson Annexation.

Reviewed and Approved for Presentation,

_____
Town Manager

ANNEXATION AGREEMENT
LARSON PROPERTY ANNEXATION

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between **Johnstown North Investments, LLC**, a Colorado limited liability company ("Owner"), and the **Town of Johnstown,** a home-rule municipality of the State of Colorado ("Town").

RECITALS

WHEREAS, Owner desires to annex real property into the Town, known as Lot B, Recorded Exemption No. 1059-06-2-RE-2515, Lot B, Recorded Exemption No. 1059-06-2-RE-2616, and a portion of the adjoining Weld County Road 15 Right of Way, situated in the Northeast Quarter of Section Six and the Northwest Quarter of Section Five, Township Four North, Range Sixty-seven West of the Sixth Principal Meridian, County of Weld, State of Colorado, consisting of approximately 96.04 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, Owner executed a Petition for Annexation, dated November 22, 2023, a copy of which petition is on file with the Town Clerk; and

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

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

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

AGREEMENT

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

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

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

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

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

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

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

6. ***Zoning.*** Owner shall take all action necessary to permit the Town to zone the annexed Property within the time prescribed by state statute.

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

8. ***Municipal Services.*** The Town agrees to make available to the Property all of the usual municipal services provided by the Town in accordance with the ordinances and policies of the Town. Except as otherwise agreed by the Town, Owner shall bear the cost of the delivery of such services.

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

10. ***Roadway Dedication.*** On or before approval of the first final plat for the Property, Owner shall dedicate approximately thirty (30) feet of land adjacent to Telep Avenue to the Town for right of way by deed of dedication in the form set forth on Exhibit B attached hereto and incorporated herein by this reference, which deed of dedication includes a legal description of the property subject to the right of way dedication. If required by the Town, at its discretion, Owner shall dedicate additional rights of way to support development of the Property at no cost to the Town, which shall be set forth in a subsequent agreement between the Town and Owner.

11. ***Land Dedication.*** The dedication of parks and open space, flood plains, public easements for utilities, rights-of-way for streets and other public ways and dedications for other public purposes shall be by general warranty deed (to include, except for public easements, mineral interests owned by Owner at the time of annexation) or another appropriate instrument of conveyance acceptable to the Town. Such dedications shall occur when required by the Town. The Town and Owner agree that such dedications are directly related to and generated by the development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

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

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

14. ***Development Fees.*** Owner recognizes and agrees that the Property shall be subject to the development fees imposed on other comparable developments in the Town pursuant to the Town's regulations and ordinances.

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

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

17. ***Special Districts.*** Within thirty (30) days after written request by the Town, Owner shall apply for inclusion of the Property within one or more special districts serving the Town and the Town may request Owner to petition to exclude the Property from another special district. All costs, expenses, attorney fees and judgments for exclusion of the property from any special district shall be borne by Owner.

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

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

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

21. ***No Warranties by the Town.*** The Town is entering into this Agreement in good faith and with the present intention, on the part of the present Town Council, to comply with this Agreement. Because certain of the provisions of this Agreement may involve areas of legal uncertainty or be subject to subsequent revisions to the law, the Town does not intend to provide any warranty.

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

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

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

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

(IV) Any other remedy available at law.

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

23. ***Attorney's Fees.*** If Owner breaches this Agreement, Owner shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms and conditions of this Agreement. Should litigation occur by suit of a third party, Owner shall reimburse the Town for the Town's attorney's fees, court costs and witness fees. Rather than require the Town to defend

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

24. ***Assignments.*** Within ten days of an assignment, Owner shall provide written notice to the Town of the name, address and telephone number of the assignee and related contact information of the assignee or new owner of the Property. Unless otherwise agreed by the Town, Owner's obligations under this Agreement shall not be diminished or reduced by virtue of an assignment or sale.

25. ***Notice.*** All notices required under this Agreement shall be in writing and shall be; 1) hand-delivered; 2) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth; or 3) sent by electronic mail return receipt requested and received. All notices by hand-delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice to be given, may change the address to which future notices shall be sent.

Notice to Town:	Town of Johnstown Attn: Town Manager 450 S. Parish Avenue P. O. Box 609 Johnstown, CO 80534 Email: mlecerf@townofjohnstown.com (as automatically amended to reflect the then current Town Manager)
Notice to Owner:	Johnstown North Investments, LLC Attn: Larry S. Buckendorf 7251 W 20th St Unit L200 Greeley, CO 80634

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

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

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

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

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

30. ***Default.*** In the event of default by either party hereunder, the non-defaulting party shall notify the defaulting party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting party desires to seek recourse, the parties shall participate in mediation at a location that is not more than sixty miles from the Property, the costs of which shall be shared equally by the parties. If mediation is not successful after ninety (90) days, either party may then commence a legal action.

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

32. ***No Repeal of Laws.*** Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing codes, ordinances or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee which is of uniform or general application.

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

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

35. ***Binding Effect.*** This Agreement shall be binding upon and inure to the benefit of all heirs, transferees, successors and assigns hereof, and shall constitute covenants running with the land. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall be binding upon all developers of the Property or any part thereof. This Agreement shall be

recorded with the County Clerk and Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

36. ***Entire Agreement.*** This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the parties related to the subject matter herein.

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

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

[Remainder of page intentionally left blank.]

ATTEST:

By:_____
Hannah Hill, Town Clerk

TOWN OF JOHNSTOWN, COLORADO, A COLORADO MUNICIPALITY

By:_____
Troy D. Mellon, Mayor

JOHNSTOWN NORTH INVESTMENTS, LLC

By:_____
Name: Larry Buckendorf
Title: Managing Member

STATE OF COLORADO)
)ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this ___ day of _____, 2024, by Larry Buckendorf, as the managing member of Johnstown North Investments, LLC.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires: _____

EXHIBIT A
PROPERTY

EXHIBIT B
DEED OF DEDICATION FOR RIGHT OF WAY

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

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

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

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

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

GRANTOR: Johnstown North Investments, LLC
Name: _____
Title: _____

STATE OF)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2023, by Larry Buckendorf, as the managing member of Johnstown North Investments, LLC.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

ACCEPTANCE

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

Dated this ___ day of_____, 2023.

TOWN OF JOHNSTOWN, COLORADO
a Colorado municipality

By: _____
Matthew LeCerf, Town Manager

ATTEST:

By: _____
Hannah Hill, Town Clerk

EXHIBIT 1

Legal Description – Right of Way Dedication

NORTHERN ENGINEERING

<u>Exhibit A</u>: PARCEL DESCRIPTION – Larson Property Annexation

A parcel of land being Lot B, Recorded Exemption No. 1059-06-2-RE-2515 recorded January 28, 2000 as Reception No. 2746724 of the Records of Weld County, Lot B, Recorded Exemption No. 1059-06-2-RE-2616 recorded January 28, 2000 as Reception No. 2746722 of the Records of Weld County, and the adjoining Weld County Road 15 Right of Way situate within the Northeast Quarter (NE1/4) of Section Six (6) and the Northwest Quarter of Section Five (5), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado being more particularly described as follows;

BEGINNING at the East Quarter Corner of said Section 6 and assuming the East line of the Northeast Quarter of Section 6 as bearing North 00° 44' 06" West a distance of 2532.98 feet, and being monumented on the South by a #6 Rebar with a 3.25" Aluminum Cap stamped LS 23520 and on the North by a 1" Pipe with a 2.5" Aluminum Cap stamped LS 38065 with all other bearings contained herein relative thereto:

THENCE North 86° 38' 55" West along the Northerly line of Rolling Hills Ranch Annexation recorded October 4, 1996 as Reception No. 2514298 of the Records of Weld County and along the South line of the Northeast Quarter of said Section 6 a distance of 1359.33 feet to the Center-East Sixteenth Corner of Section 6;
THENCE North 86° 38' 55" West continuing along said Northerly line of Rolling Hills Ranch Annexation and along said South line of the Northeast Quarter of Section 6 a distance of 1359.33 feet to the Center Quarter Corner of said Section 6;
THENCE North 02° 02' 39" West along the Westerly line of Lot B, Recorded Exemption No. 1059-06-2-RE-2616 a distance of 1519.18 feet to the Northwest Corner of said Lot B;
THENCE South 86° 38' 55" East along the Northerly line of Lot B a distance of 1377.18 feet to the Northeast Corner of said Lot B, RE-2616 and to the Northwest Corner of Lot B, Recorded Exemption No. 1059-06-2-RE-2515;
THENCE South 86° 38' 55" East along the North line of said Lot B, RE-2515 a distance of 1376.29 feet to the East line of the Northeast Quarter of said Section 6 and to the Northeast Corner of said Lot B, RE-2515;
THENCE North 89° 15' 54" East a distance of 30.00 feet to the Easterly Right of Way line of Weld County Road 15;

The following Four (4) courses are along the Easterly Right of Way line of Weld County Road 15.

THENCE South 00° 44' 06" East a distance of 733.83 feet to the Northerly line of Paul Nelson Dairy Farm Annexation recorded March 1, 2006 as Reception No. 3366628 of the Records of Weld County;
THENCE South 00° 44' 06" East a distance of 782.61 feet;
THENCE South 00° 13' 12" East a distance of 0.84 feet to the Southerly line of said Paul Nelson Dairy Farm Annexation;
THENCE South 00° 13' 12" East a distance of 1.17 feet to the Northeast corner of said Rolling Hills Ranch Annexation;
THENCE North 86° 38' 55" West along the Northerly line of said Rolling Hills Ranch Annexation a distance of 30.06 feet to the **POINT OF BEGINNING.**

The above described tract of land contains 4,183,676 square feet or 96.04 acres, more or less (±).

FORT COLLINS: 301 North Howes Street, Suite 100, 80521 | 970.221.4158
GREELEY: 820 8th Street, 80631 | 970.395.9880 | **WEB:** www.northernengineering.com

NORTHERN ENGINEERING

SURVEYOR'S CERTIFICATE

I, Aaron M. Lund, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief. Furthermore, this description was completed for the purpose of describing an annexation boundary and should not be used for the conveyance of real property or any rights therein. This is not intended to represent a Land Survey Plat, Improvement Survey Plat or Improvement Location Certificate and is based upon my knowledge, information, and belief. It was completed by me or under my direct supervision using applicable standards of care and is not a guaranty or warranty, either expressed or implied.

_____

Aaron M. Lund – on Behalf of Northern Engineering
Colorado Registered Professional
Land Surveyor #38670

NORTHERN ENGINEERING
820 8th Street
Greeley, Colorado 80631
(970) 488-1115

December 21, 2021
AML
S:\Survey Jobs\1155-003\Descriptions\1155-005 Annexation Description_2021-12-21 .docx

DESCRIPTION

A parcel of land being situate within the Northeast Quarter of Section Six (6), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Johnstown, County of Weld, State of Colorado, being more particularly described as follows;

Considering the East line of the Northeast Quarter of said Section 6 as bearing South 00° 44' 06" East, with the Northeast Quarter Corner being monumented by a 1” diameter pipe with a 2.5” aluminum cap, stamped PLS 30865, and the East Quarter Corner being monumented by a #6 rebar with a 3.25” aluminum cap, stamped LS 23520, and with all bearings contained herein relative thereto:

COMMENCING at said East Quarter Corner, THENCE North 86° 38’ 55” West, along the southerly line of the Northeast Quarter of said Section 6, a distance of 30.08 feet to the westerly right-of-way line of Weld County Road 15, and to the **POINT OF BEGINNING;**

THENCE North 86° 38’ 55” West, continuing along said southerly line of the Northeast Quarter, a distance of 25.06 feet to a line parallel to and 25.00 feet westerly of said westerly right-of-way line of Weld County Road 15;

THENCE North 00° 44’ 06’ West, along said line being 25.00 feet westerly of the westerly right-of-way line of Weld County Road 15, a distance of 1516.30 feet to the southerly line of Lot A, Recorded Exemption No. 1059-06-2-RE-2515 (RE-2515), recorded January 28, 2000 as Reception No. 2746724 of the Records of Weld County;

THENCE South 86° 38’ 55” East, along said Southerly line of Lot A, RE-2515, a distance of 25.06 feet to a point on the westerly right-of-way line of said Weld County Road 15;

THENCE South 00° 44’ 06” East, along said westerly right-of-way line of Weld County Road 15, a distance of 1516.30 feet to the southerly line of the Northeast Quarter of said Section 6, and to the **POINT OF BEGINNING.**

The above-described parcel of land contains 37,908 square feet, or 0.87 acres, more or less (±), and may be subject to easements and rights-of-way now on record or existing.

Exhibit attached hereto and made a part hereof.

SURVEYOR’S CERTIFICATE

I, Robert C. Tessely, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

_____

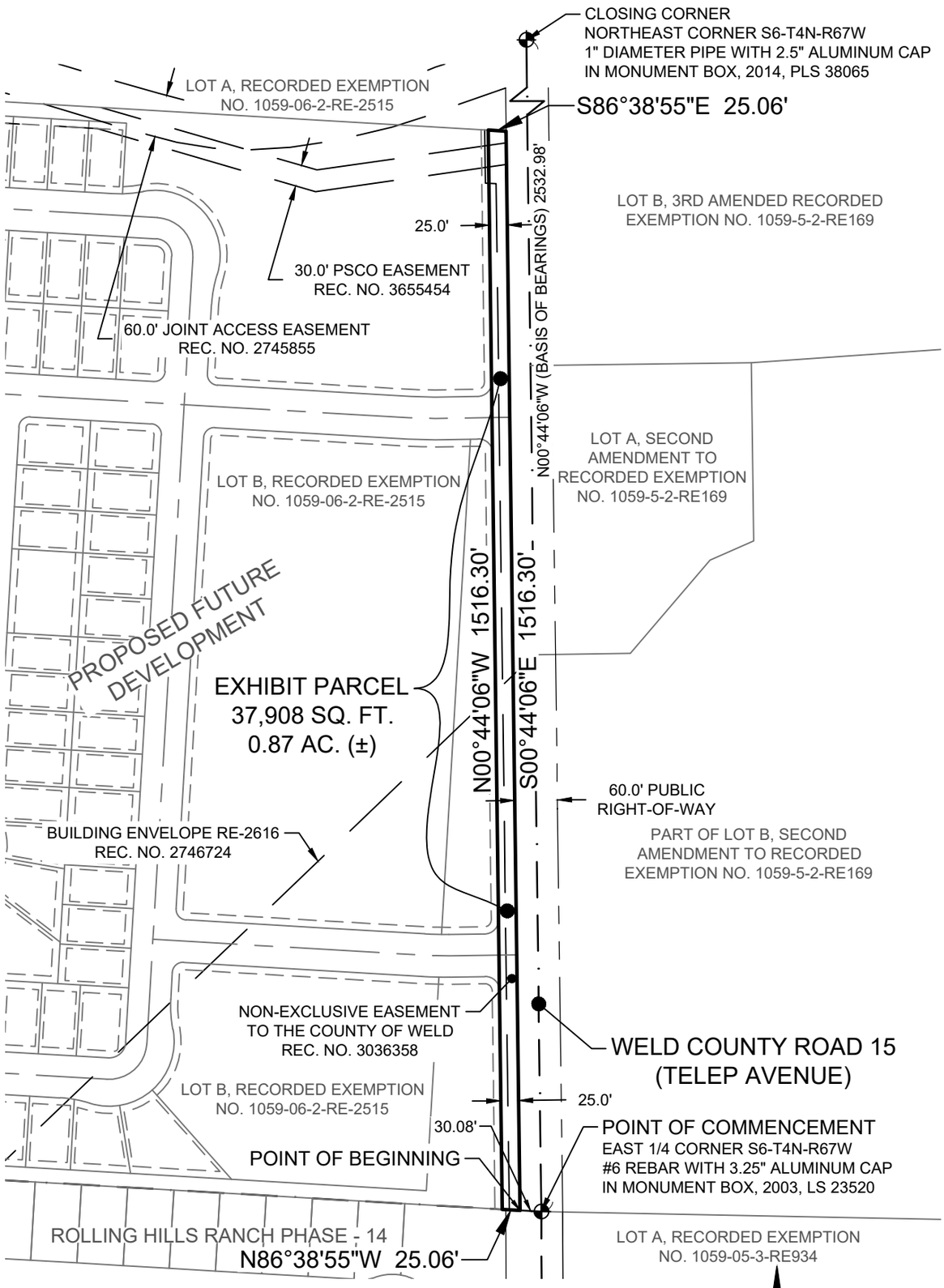
Robert C. Tessely – for and on behalf of Northern Engineering
Colorado Registered Professional Land Surveyor #38470

NORTHERN ENGINEERING
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

February 20, 2024
S. Paquin
"S:\Survey Jobs\1155-005\Dwg\Descriptions\1155-005_WCR15_ROW_Desc_2024-02-19.docx"

EXHIBIT

A PARCEL OF LAND BEING SITUATE WITHIN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M. TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



COLORADO LICENSED
ROBERT C. TESSELY
38470
PROFESSIONAL LAND SURVEYOR
02/20/2024

Robert C. Tessely
Colorado Registered Professional Land Surveyor No. 38470
For and on behalf of Northern Engineering Services, Inc.

NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.

200 0 200 Feet
(IN U.S. SURVEY FEET)
1 inch = 200 ft.

NORTHERN ENGINEERING
SURVEY | MUNICIPAL | LAND DEVELOPMENT
FORT COLLINS | GREELEY 970.221.4158 NORTHERNENGINEERING.COM

S:\SURVEY JOBS\1155-005\DWG\EXHIBITS\1155-005_WCR15_ROW_EXHIBIT.DWG

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2024-07

FINDINGS OF FACT AND CONCLUSIONS BASED THEREON WITH RESPECT TO THE LARSON ANNEXATION

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

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

WHEREAS, Johnstown North Investments, LLC, a Colorado limited liability company, submitted a Petition for Annexation for an annexation of real property known as Lot B, Recorded Exemption No. 1059-06-2 Re-2515, Lot B, Recorded Exemption No. 1059-06-2-Re-2616 and a Portion of adjoining Weld County Road 15 Right of Way located in the Northeast Quarter of Section 6 and the Northwest Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 96.04 acres, being more particularly described on Exhibit A, and known as the "Larson Annexation;" and

WHEREAS, on December 18, 2023, by Resolution No. 2023-061, the Town Council found the Petition for Annexation to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, on February 21, 2024, after due notice, the Town Council conducted a public hearing and, based on the evidence contained in the official file, the official records of the Town and the evidence produced at the hearing, desires to enter the following findings of fact and conclusions with the respect to the Larson Annexation.

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

The Town Council hereby sets forth its findings of fact and conclusions with respect to the Larson Annexation.

FINDINGS OF FACT

1. The requirements of the applicable parts of C.R.S. § 31-12-104 and C.R.S. § 31-12-105 have been met including the following:

   A. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town as shown on the annexation map.

   B. A community of interest exists between the area proposed to be annexed and the Town due to the proximity of the area to the Town, the desires of the owners to annex and the fact that it is within the planning area contemplated in the Johnstown Area Comprehensive Plan.

   C. The area will be urbanized in the near future and the area is capable of being fully integrated with the Town.

D. Although less than fifty (50%) percent of the adult residents of the area proposed to be annexed make use of Town facilities, the landowners of the area proposed for annexation, while presently agricultural, plan to convert the area to urban uses in less than five (5) years, and urban services, which are currently being provided to other citizens of the Town, can be provided to citizens of the proposed annexed area on the same terms and conditions as the services are made available to other citizens. The Town is able to provide water service and the Town's sewer system can be extended to the property annexed with the same standards as the current sewer system serving other citizens. Police and other municipal services can be provided as well.

E. No land held in identical ownership has been divided into separate parts. No land with a valuation of over $200,000 has been included without written consent. No annexation proceedings concerning this area have been commenced by any other municipality.

F. This annexation will not result in any detachment of area from any school district.

G. No part of the area to be annexed extends any more than three (3) miles from the existing Town boundaries. The Town has in place a plan for that area as required by C.R.S. § 31-1-105.

H. The entire widths of any streets to be annexed are included within the annexation.

2. No petition for annexation election has been submitted and an election is not required pursuant to C.R.S. § 31-12-107(2). An annexation agreement has been submitted.

3. The Town Council has determined that additional terms and conditions will not be imposed.

4. The Petition was signed by the owners of 100% of the property to be annexed exclusive of streets and alleys.

5. Notice of this hearing has been given as required by C.R.S. § 31-12-108.

6. An Annexation Impact Report was submitted to the Weld County Board of County Commissioners and County Attorney pursuant to C.R.S. § 31-12-108.5.

CONCLUSIONS

1. The area proposed for annexation is eligible for annexation pursuant to applicable parts of C.R.S. § 31-12-104.

2. None of the limitations of C.R.S. § 31-12-105 apply to restrict annexation.

3. Said Larson Annexation may be annexed by Ordinance pursuant to C.R.S. § 31-12-111, without an election under C.R.S. § 31-12-107(2).

PASSED, SIGNED, APPROVED AND ADOPTED THIS 21 day of February, 2024.

ATTEST:

By: _____
Hannah Hill, Town Clerk

THE TOWN OF JOHNSTOWN, COLORADO
SEAL
JOHNSTOWN

TOWN OF JOHNSTOWN, COLORADO

By: _____
Troy D. Mellon, Mayor

EXHIBIT A
PROPERTY DESCRIPTION

PARCEL DESCRIPTION – Larson Property Annexation
A parcel of land being Lot B, Recorded Exemption No. 1059-06-2-RE-2515 recorded January 28, 2000 as Reception No. 2746724 of the Records of Weld County, Lot B, Recorded Exemption No. 1059-06-2-RE-2616 recorded January 28, 2000 as Reception No. 2746722 of the Records of Weld County, and the adjoining Weld County Road 15 Right of Way situate within the Northeast Quarter (NE1/4) of Section Six (6) and the Northwest Quarter of Section Five (5), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado being more particularly described as follows;

BEGINNING at the East Quarter Corner of said Section 6 and assuming the East line of the Northeast Quarter of Section 6 as bearing North 00° 44' 06" West a distance of 2532.98 feet, and being monumented on the South by a #6 Rebar with a 3.25" Aluminum Cap stamped LS 23520 and on the North by a 1" Pipe with a 2.5" Aluminum Cap stamped LS 38065 with all other bearings contained herein relative thereto:

THENCE North 86° 38' 55" West along the Northerly line of Rolling Hills Ranch Annexation recorded October 4, 1996 as Reception No. 2514298 of the Records of Weld County and along the South line of the Northeast Quarter of said Section 6 a distance of 1359.33 feet to the Center-East Sixteenth Corner of Section 6;
THENCE North 86° 38' 55" West continuing along said Northerly line of Rolling Hills Ranch Annexation and along said South line of the Northeast Quarter of Section 6 a distance of 1359.33 feet to the Center Quarter Corner of said Section 6;
THENCE North 02° 02' 39" West along the Westerly line of Lot B, Recorded Exemption No. 1059-06-2-RE-2616 a distance of 1519.18 feet to the Northwest Corner of said Lot B;
THENCE South 86° 38' 55" East along the Northerly line of Lot B a distance of 1377.18 feet to the Northeast Corner of said Lot B, RE-2616 and to the Northwest Corner of Lot B, Recorded Exemption No. 1059-06-2-RE-2515;
THENCE South 86° 38' 55" East along the North line of said Lot B, RE-2515 a distance of 1376.29 feet to the East line of the Northeast Quarter of said Section 6 and to the Northeast Corner of said Lot B, RE-2515;
THENCE North 89° 15' 54" East a distance of 30.00 feet to the Easterly Right of Way line of Weld County Road 15;
The following Four (4) courses are along the Easterly Right of Way line of Weld County Road 15.
THENCE South 00° 44' 06" East a distance of 733.83 feet to the Northerly line of Paul Nelson Dairy Farm Annexation recorded March 1, 2006 as Reception No. 3366628 of the Records of Weld County;
THENCE South 00° 44' 06" East a distance of 782.61 feet;
THENCE South 00° 13' 12" East a distance of 0.84 feet to the Southerly line of said Paul Nelson Dairy Farm Annexation;
THENCE South 00° 13' 12" East a distance of 1.17 feet to the Northeast corner of said Rolling Hills Ranch Annexation;

THENCE North 86° 38' 55" West along the Northerly line of said Rolling Hills Ranch Annexation a distance of 30.06 feet to the **POINT OF BEGINNING.**

The above described tract of land contains 4,183,676 square feet or 96.04 acres, more or less (±).

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2024-241

ANNEXING CERTAIN UNINCORPORATED LANDS LOCATED IN THE NORTHEAST QUARTER OF SECTION 6 AND THE NORTHWEST QUARTER OF SECTION 5 TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 96.04 ACRES AND KNOWN AS THE LARSON ANNEXATION

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

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

WHEREAS, by Resolution No. 2023-061, the Town Council found a petition for annexation of certain property known as Lot B, Recorded Exemption No. 1059-06-2 Re-2515, Lot B, Recorded Exemption No. 1059-06-2-Re-2616 and a Portion of adjoining Weld County Road 15 Right of Way located in the Northeast Quarter of Section 6 and the Northwest Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 96.04 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the "Larson Annexation," to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, after notice pursuant to C.R.S. § 31-12-108, on February 21, 2024, the Town Council has held a public hearing regarding the proposed annexation to determine if the annexation complies with C.R.S. §§ 31-12-104 and 105; and

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

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

Section 1. The annexation of certain unincorporated property known as Lot B, Recorded Exemption No. 1059-06-2 Re-2515, Lot B, Recorded Exemption No. 1059-06-2-Re-2616 and a Portion of adjoining Weld County Road 15 Right of Way located in the Northeast Quarter of Section 6 and the Northwest Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 96.04 acres, being more particularly described on Exhibit A, be and the same is hereby approved and said unincorporated area is hereby incorporated and made a part of the Town of Johnstown, Colorado.

Section 2. That the annexation of such unincorporated area to the Town of Johnstown, Colorado shall be complete and effective on the effective date of this Ordinance, except for the

purpose of general property taxes, and shall be effective as to general property taxes on and after the first day of January, 2025.

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

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

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

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 21 day of February, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____
Hannah Hill, Town Clerk

By:_____
Troy D. Mellon, Mayor

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT A
PROPERTY DESCRIPTION

PARCEL DESCRIPTION – Larson Property Annexation
A parcel of land being Lot B, Recorded Exemption No. 1059-06-2-RE-2515 recorded January 28, 2000 as Reception No. 2746724 of the Records of Weld County, Lot B, Recorded Exemption No. 1059-06-2-RE-2616 recorded January 28, 2000 as Reception No. 2746722 of the Records of Weld County, and the adjoining Weld County Road 15 Right of Way situate within the Northeast Quarter (NE1/4) of Section Six (6) and the Northwest Quarter of Section Five (5), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado being more particularly described as follows;

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THENCE North 86° 38' 55" West along the Northerly line of said Rolling Hills Ranch Annexation a distance of 30.06 feet to the **POINT OF BEGINNING.**

The above described tract of land contains 4,183,676 square feet or 96.04 acres, more or less (±).

450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: March 4, 2024

SUBJECT: Boundary Agreement Between the Town of Milliken and Town of Johnstown

ACTION PROPOSED: Consider the Boundary Agreement Between the Town of Milliken and Town of Johnstown

ATTACHMENTS: 1. Boundary Agreement

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a final version of the Boundary Agreement between the Towns of Johnstown and Milliken. Approval of the document would be the first agreement related to boundary delineations between the Towns of Johnstown and Milliken.

The term of the agreement would be for 20 years, but it does have the ability to be amended as deemed appropriate by both parties. In general, the boundary delineation line between the two municipalities is Weld County Road 19.

STRATEGIC PLAN ALIGNMENT:

- Organizational Excellence & Public Trust
  - *Strengthen public trust and confidence*
- Natural & Built Environment
  - *Invest in, enhance, and conserve our parks, open spaces, agricultural areas and natural environment*
- Quality Infrastructure & Facilities
  - *Ensure future viability of infrastructure and facilities*

LEGAL ADVICE:

The Town Attorney assisted with drafting Boundary Agreement.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve the Boundary Agreement Between the Town of Milliken and Town of Johnstown as presented.

Reviewed and Approved for Presentation,

Town Manager

BOUNDARY AGREEMENT
BETWEEN THE TOWN OF MILLIKEN AND TOWN OF JOHNSTOWN

This Boundary Agreement ("Agreement") is made and entered into this ____ day of _____, 2024 ("Effective Date"), by and between the Town of Milliken, Colorado, a Colorado statutory municipality ("Milliken"), and the Town of Johnstown, Colorado, a Colorado home rule municipality ("Johnstown"). Milliken and Johnstown may collectively be referred to herein as "Parties" or singularly as a "Party" or "municipality."

WHEREAS, continued growth in Milliken and Johnstown suggests that increased coordination between the Parties may result in better management for directing growth and development to maintain the identity of both communities; and

WHEREAS, Milliken recently updated and adopted its Comprehensive Plan, which contains a Milliken Growth Management Area and a Three Mile Plan in compliance with § 31-12-105(1)(e), C.R.S. and includes consideration of areas found within the unincorporated area of Weld County; and

WHEREAS, Johnstown recently updated and adopted its Comprehensive Plan, which contains a Johnstown Growth Management Area and a Three Mile Plan in compliance with § 31-12-105(1)(e), C.R.S. and includes consideration of areas found within the unincorporated area of Weld County; and

WHEREAS, certain unincorporated territory of Weld County is located between Milliken and Johnstown; and

WHEREAS, Milliken and Johnstown recognize that unincorporated land generally lying in the area between their present municipal boundaries is attractive for development activity and has the potential to experience rapid growth and development, giving rise to potential concerns regarding adequate open space, flood control, groundwater, ecological and environmental impacts, appearance and other related issues; and

WHEREAS, Milliken and Johnstown further recognize that growth and development will be accompanied by increased needs and demands for municipal services, including, but not limited to, transportation and road infrastructure, government and police services, the provision of utilities, the furnishing of public safety and health services, parks and recreational facilities and services, site and subdivision planning, building inspection, code enforcement services and other similar such services; and

WHEREAS, Milliken and Johnstown, along with their respective citizens, are and will be vitally affected by the growth and development, and an attempt to address and solve such issues and provide for the welfare and prosperity of the residents and property owners in said municipalities will be benefitted by mutual action and intergovernmental cooperation; and

WHEREAS, to accomplish the foregoing, Milliken and Johnstown recognize the desirability of establishing jurisdictional boundaries between their respective municipalities to

plan effectively and efficiently for orderly growth and development, the provision of services, the conservation of available resources for all of their respective citizens, the promotion of economic viability of both municipalities, the raising of revenue sufficient to meet the needs of the citizens, as well as to avoid unnecessary duplication of governmental services; and

WHEREAS, the Parties intend that, by entering into this Agreement, cooperation will be promoted between the municipalities as such may relate to exchanging information as each municipality considers land development proposals within their respective jurisdictional limits and/or revisions to their respective comprehensive plans; and

WHEREAS, increased coordination and cooperation between the Parties, including planning for and managing growth and development of land, recognition of appropriate growth patterns, communication of development policies and regulations, and consultation on provision of services, will enhance the ability of the municipalities to achieve their respective individual and common community goals; and

WHEREAS, Milliken and Johnstown are authorized under the Local Government Land Use Control Enabling Act, §§ 29-20-101 *et seq*., C.R.S., to enter into mutually binding and enforceable agreements to further intergovernmental cooperation regarding planning, zoning and related powers; and

WHEREAS, this Agreement is entered into by Milliken and Johnstown pursuant to constitutional and statutory authority as well as other powers inherently granted to statutory and home rule municipalities by the State of Colorado.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein and the recitals hereinabove set forth, the sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between Milliken and Johnstown as follows:

Section 1. Boundary Line

The Parties hereby agree that the line delineating the jurisdictional boundaries of Milliken and Johnstown is depicted on the map attached hereto and incorporated herein by reference as Exhibit A ("Boundary Line").

Section 2. Annexation Policy Relative to Boundary Line

Except as otherwise provided in this Agreement, the following shall control annexations:

1. Milliken agrees not to annex, solicit the annexation of, enter into any agreement to annex, commence proceedings to annex or entertain a petition to annex any territory which lays beyond the Milliken side of the Boundary Line; and

2. Johnstown agrees not to annex, solicit the annexation of, enter into any agreement to annex, commence proceedings to annex or entertain a petition to annex any territory which lays beyond the Johnstown side of the Boundary Line.

The Parties further agree that they shall not, in any manner, become directly or indirectly involved with the annexation of the aforesaid jurisdictional territory of the other municipality, or oppose the other municipality's annexation, except as provided herein.

In the event that either municipality is contacted by any person in connection with any matter involving the annexation of land which lies within the jurisdictional territory of the other municipality, the contacted municipality shall immediately refer such person to the other municipality for exclusive disposition thereof.

Section 3. Annexation Policy Relative to Roads and Rights-of-Way

Notwithstanding any provision of this Agreement to the contrary, the Parties acknowledge and agree that, should an otherwise permissible annexation be contemplated that includes property abutting existing public roads or rights-of-way divided in some manner by the Boundary Line, the annexation that occurs first in any given location will include the entire width of the road or right-of-way, and the annexing municipality shall therefore have jurisdiction over the road segment or right-of-way. In no event shall any road or right-of-way be used as a flagpole or otherwise to annex property beyond the Boundary Line in violation of this Agreement. Annexations of property abutting proposed roads or rights-of-way that do not yet exist and will be divided in some manner by the Boundary Line shall be addressed by a separate written agreement between the Parties at the time the annexation is processed.

Section 4. Sewer Service Boundaries

As "Designated Management and Operating Agencies" recognized by the North Front Range Water Quality Planning Association's 208 Areawide Water Quality Management Plan, the Parties agree to cooperate in the establishment and modification of their wastewater utility service area boundaries. If either party files a petition with the North Front Range Water Quality Planning Association or other agency or unit of government with respect to wastewater utility service, the other party agrees to cooperate. The Parties agree to oppose any third-party request for modifications of wastewater utility service area boundaries in the boundaries of either municipality.

The Parties further acknowledge and agree that Johnstown's Central Wastewater Treatment Plant should be disconnected from Milliken's 208 Plan and included in Johnstown's 208 Plan. When Johnstown desires, Johnstown agrees to undertake the action and incur the costs associated with such disconnection and inclusion and Milliken agrees to cooperate fully therewith.

Section 5. Minimum Development Standards

The Parties agree to require development within their jurisdictional boundaries to comply with their respective municipal codes relating to stormwater drainage and detention, soil erosion and sedimentation control, stream and wetlands protection, floodplain regulations and public improvements standards. Nothing shall prevent either Party, at such Party's discretion, from issuing a variance based on reasonable hardship and/or pursuant to the standards set forth in their respective municipal codes following, with respect to properties located within 500 feet of the Boundary Line, twenty-one (21) days' written notice to the other Party. If the Party receiving

notice objects to the variance or has concerns related thereto, the Parties shall meet and confer to discuss such Party's objections or concerns.

Section 6. Joint Impacts, Roadways and Infrastructure

The Parties agree to jointly consult with each other and plan future road improvements for arterial roads and rights-of-way that traverse or parallel both municipalities. With regard to such planning, the Parties agree to cause improvements to be accomplished according to uniform and consistent standards. If the Parties' standards differ, then the roadwork shall be improved and/or maintained to the stricter traffic control mechanisms and standards. When improvements to said roads are constructed by developers, the Parties shall cooperate with each other and with the developers to recapture expenses on a proportional basis for any improvements benefitting properties outside the particular development, regardless of whose municipal boundaries the benefitted property may be located.

With regard to collector and minor (local) streets and rights-of-way, as well as commercial development service drives and parking facility ingresses/egresses, the Parties agree that, where practical, the same will interconnect across municipal boundary lines and that neither municipality will subsequently close or vacate a street connection without the consent of the other municipality. Any such interconnections shall be made in a uniform and consistent manner. The Parties agree that mutual issues of importance in effectuating this policy, such as, but not limited to, access standards, signalization, and other related issues, including cost apportionment therefor, shall be included in and determined by a separate written agreement between the Parties.

The Parties agree to cooperate in the installation of a traffic light at State Highway 60 and Weld County Road 19 and to work with the Colorado Department of Transportation and Weld County in furtherance thereof. The Parties agree to allocate the cost of such traffic light evenly, with each Party paying fifty percent (50%) of the cost, and to jointly attempt to obtain grant funding for such traffic light.

This Section 6 shall not be construed so as to prevent the Parties from joining in and executing an intergovernmental agreement that may be multi-jurisdictional with multiple municipalities, counties, and/or the State of Colorado relative to road planning and construction.

The Parties agree to cooperate in the planning and construction of future utilities, including but not limited to, water and sewer lines, in rights-of-way or in utility easements, provided that the rights-of-way or easements are restored to the condition prior to construction or to a higher, more improved condition. If either Party desires to place a utility in the other Party's right-of-way or easement, on the condition that the Party installing the utility is solely responsible for the installation and cost of such construction, the Party in whose right-of-way or easement the utility is being installed shall not charge a fee to the other Party. The Parties shall confer in good faith to determine the location and installation methods of said utilities. This Agreement does not, expressly or by implication, authorize the installation of utilities in rights-of-way or easements by third-parties. The Parties may, by separate written agreement, share in utility infrastructure and service provision in order to assist development if they find it desirable to share or provide utilities beyond their corporate boundaries.

The Parties shall cooperate in planning and constructing linked bicycle/pedestrian trails between the municipalities and those that connect with regional bicycle/pedestrian trail systems.

Section 7. Notice of Development Proposals and Comprehensive Plan Revisions

Each Party agrees to furnish the other Party with written notice of all executed petitions and/or applications for the annexation, zoning, platting, subdividing, and/or development of any parcel of land located within 500 feet of the Boundary Line. Such notice shall be sent to the other Party at least twenty-one (21) days prior to any public hearing on the matter so that such Party may comment on the proposal and appear as an interested party and be heard.

In addition to the requirements imposed by § 24-32-3209, C.R.S., each Party agrees to furnish the other Party with written notice of any proposal to amend its Comprehensive Plan that affects land within 500 feet of the Boundary Line. Such notice shall be sent to the other Party at least twenty-one (21) days prior to any public hearing on the matter so that such Party may comment on the proposal and appear as an interested party and be heard.

Section 8. Statutory Rights Preserved

This Agreement shall not be construed so as to limit or adversely affect the right of either Party to file an objection to or litigation over any proposed Weld County zoning, planning or development or any other extraterritorial land use proposed by a third party.

Section 9. Divided Parcels

The Parties acknowledge that there may now or in the future be lots, parcels, or tracts of land under single ownership that lie on both sides of the Boundary Line. In the event such property divided by the Boundary Line is proposed for development, the Parties agree to cooperate in the development of such property as may be required to provide municipal services and avoid the duplication of municipal services wherever possible. Nothing that may be accomplished by such cooperation shall be construed as, or have the effect of, changing or abrogating the Boundary Line.

Section 10. Greenbelt Between Municipalities

The Parties agree that they mutually desire to have a "greenbelt" (i.e. open space buffer) lying between their respective municipalities. The greenbelt may be either undeveloped land or parkland that is landscaped with trees and other vegetation, but not occupied by recreational buildings or structures. Small-scale and occasional furnishings such as park benches shall not, however, be construed as recreational structures. Pedestrian/bicycle trails may be installed in such greenbelt. The exact width and nature of the greenbelt, and the share of the cost applicable to each municipality, shall be determined on a case-by-case basis at the time any development proposal is reviewed and approved along the Boundary Line by either municipality. Alternatively, the greenbelt may be acquired or created by separate municipal action that may include the procurement of grants. Each Party agrees to cooperate with the other Party as necessary relative to any grant applications or similar actions for the acquisition of open space for the greenbelt.

In lieu of a greenbelt, because of the existence of perimeter roads, the Parties agree to require certain basic design standards that would be uniform for both municipalities for the appearance of

roads that traverse or parallel both municipalities, which may be known as a "scenic entry corridor" for both municipalities. Except for projects or structures that have already received approvals from one of the Parties, these minimum standards include, but are not limited to:

1. A minimum setback of 100 feet from the road right-of-way on each side;
2. No buildings, structures, access drives or facilities (such as parking lots), except driveway aprons crossing the setback leading to features beyond the setback, may be located within such setbacks, except for the following: a) stormwater detention/retention facilities; b) any required street lighting; c) approved small-scale mass transit facilities such as bus shelters or bus stops; and d) small-scale furnishings such as park benches; and e) governmental regulatory or identification signs; and
3. Setbacks shall be landscaped with trees and other vegetation. Existing tree preservation shall be encouraged where applicable.

While the boundaries may change, a depiction of the proposed greenbelt of 250' from either side of the Boundary Line is set forth on Exhibit A, attached hereto and incorporated herein by reference.

Section 11. Effect on Other Parties or Boundary Agreements/IGAs

This Agreement is intended to describe rights and responsibilities only as between the named parties hereto. It is not intended to and shall not be deemed to confer rights to any persons or entities not named as parties hereto. Nothing contained in this Agreement shall be used or construed to affect, support, bind or invalidate the boundary claims of either Party insofar as they affect any municipality or county not a party to this Agreement. Nothing contained in this Agreement shall be construed to require Milliken or Johnstown to annex any property or to provide services to any property, except that, if a municipality does not desire to annex property on such Party's side of the Boundary Line and the property owner then seeks annexation into the other municipality, assuming the annexation is lawful, the other municipality may annex such property. Nothing contained in this Agreement shall be construed to require either Party to obtain boundary agreements or similar intergovernmental agreements with other governmental entities or to plan for land uses for properties on a Party's side of the Boundary Line, and thus it is recognized that some unincorporated areas may remain undesignated by boundary agreements.

Section 12. Amendment and Enforcement

This Agreement may be amended by a mutual written agreement approved by the respective governmental bodies of both Parties. The Parties recognize and acknowledge that a breach of the covenants contained in this Agreement by either Party will cause irreparable damage to the other, the exact monetary value of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, the Parties agree that, in the event of a breach of any of the covenants contained in this Agreement, in addition to any other remedy which may be available at law or in equity, the non-breaching party shall be entitled to specific performance and injunctive relief. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed to entitle either Party to a judgment for monetary damages against the other for violation of the terms of this Agreement.

Section 13. Disputes

The Parties agree that, should there be a dispute in regard to the interpretation any of this Agreement, before any litigation is initiated, the Parties must first proceed, in good faith, to mediation, which shall be initiated by written notice from one Party to the other. The Parties will share equally the cost of mediation. In the event the Parties are unable to agree upon a mediator, the mediation shall take place at the Judicial Arbiter's Group, Inc., a Colorado corporation, in Denver, Colorado. The procedures and methodology for mediation shall be determined by the mediator. Appointment of the mediator shall take place no later than thirty (30) days following written notification as provided in this paragraph and mediation shall be completed, absent excusable circumstances, no later than ninety (90) days thereafter.

Section 14. Severability

If any provision of this Agreement shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, such invalidation shall not affect any other provisions of this Agreement which can be given effect without the invalid provision (except that if a requirement limitation in such provision is declared invalid as to one Party, any corresponding requirement or limitation shall be deemed invalid as to the other Party), and to this end the provisions of this Agreement are to be severable.

Section 15. Term

The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2044. On or about one-year prior to the expiration of the term, the Parties confer and attempt in good faith to negotiate an extension of this Agreement, an amendment to this Agreement or a new Boundary Agreement.

Section 16. Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Colorado. Venue for any legal action shall be in Weld County, State of Colorado.

Section 17. Entire Agreement

The provisions of this Agreement represent the entire and integrated agreement between the Parties and supersede all prior negotiations, representations and agreements, whether written or oral.

Section 18. Notices

Notices shall be provided to the respective party by hand delivery, first-class mail, postage prepaid or by electronic mail delivery on the condition that the intended recipient acknowledges receipt thereof as follows:

Town of Johnstown
Attention: Town Manager
450 S. Parish Avenue
P.O. Box 609

Johnstown, CO 80534
Email: mlecerf@johnstownco.gov [as automatically amended when there is a new Town Manager]

Town of Milliken
Attention: Town Administrator
P.O. Box 290
Milliken, CO 80543
Email: CPowell@millikenco.gov [as automatically amended when there is a new Town Administrator]

Section 19. Recording and Availability of Agreement

This Agreement shall be recorded in the Office of the Weld County Clerk and Recorder. Each Party shall make available for public inspection copies of this Agreement in their respective Town Clerk's offices.

IN WITNESS WHEREOF, the above parties hereto have caused this Agreement to be executed the day and year first above written.

TOWN OF MILLIKEN

Attest:

_____ _____

Elizabeth Austin, Mayor Caree Rinebarger, Town Clerk

TOWN OF JOHNSTOWN

Attest:

_____ _____

Troy D. Mellon, Mayor Hannah Hill, Town Clerk

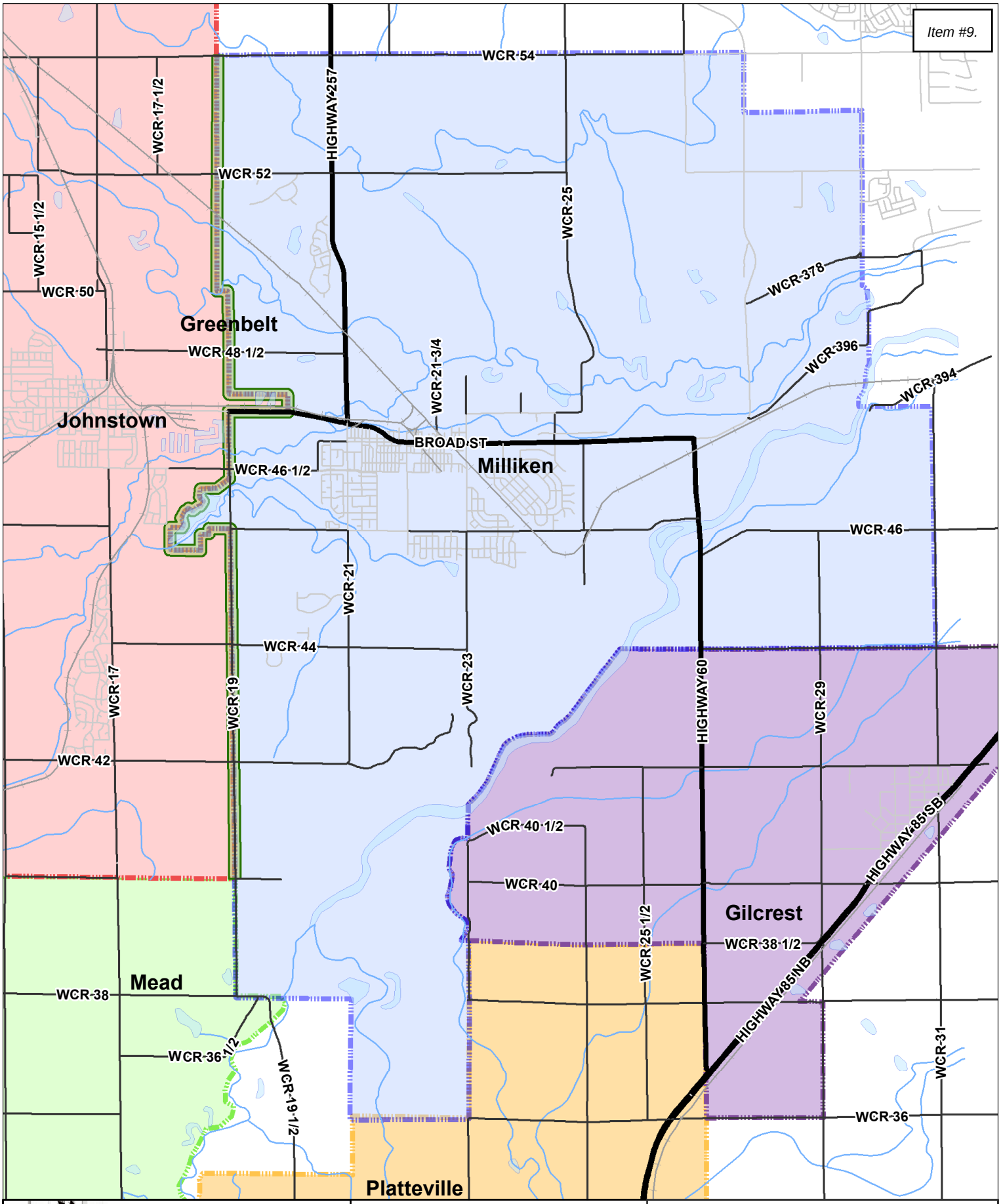


Exhibit A

Milliken
Gilcrest
Johnstown
Mead
Platteville
Johnstown-Milliken
Greenbelt

0 0.5 1 Miles

File: GMA-IGA-ExhibitA.mxd

Updated: 2/

Town of Johnstown
List of Bills - January 19, 2024 - February 21, 2024

Vendor	Description	Dept	Amount
4 Rivers Equipment	Equipment maintenance	PW	887.16
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
Ace Hardware	Supplies	PW	4,454.88
Adamson Police Products	Uniforms	PD	1,085.90
Advanced Mechanical Services, Inc	Equipment maintenance	PW	21,615.00
AED Everywhere, Inc.	Supplies	PD	2,370.00
All Copy Products, Inc	Copier supplies	PD	211.30
All Terrain Landscaping	Christmas lights	PW	3,300.00
Angel Armor	Uniforms	PD	7,726.84
Anser Advisory Management	Survey	PW	1,784.50
APWA Colorado	Training	PW	1,800.00
Aqua Engineering	Low Point expansion project	PW	53,425.18
Arapahoe Rental	Equipment rental	PW	427.07
Arrowhead Scientific Inc.	Lab supplies	PD	2,526.72
Award Alliance, LLC	Supplies	ADM	218.61
Axon Enterprises, Inc.	Body cameras & storage	PD	34,566.78
Banner North Colorado Med Ctr	Medical services	PD	700.00
Benesch	CO Blvd/Hillsboro projects	PW	40,932.00
BHA Design Incorporated	Downtown alley project	PW	7,200.00
Blackburn MFG	Supplies	PW	937.51
Bludot Technologies Inc.	CRM	ADM	195.00
BlueWater Engineering Ltd	Water treatment plant project	PW	32,288.06
Browns Hill Engineering & Controls	Equipment maintenance	PW	7,889.48
Burns & McDonnell Engineering Co Inc.	Water treatment plant project	PW	186,623.77
Card Services	Training/travel/supplies	ALL	12,397.32
Central Square Technologies, LLC	Software	PW	3,400.00
Central Weld County Water District	Interconnect	PW	3,095.52
CenturyLink	Phone/internet	PW	1,296.42
Cintas	Mat supplies/service	ALL	782.94
Cirsa	Insurance	ALL	470,267.59
City of Loveland	Location rental	PD	600.00
Civil Resources	Raw water line project	PW	60,499.00
CMC Tire	Supplies	PW	10,152.36
Colorado Analytical Labs	Lab testing	PW	4,211.00
Colorado Greenbelt Management	Snow removal	PW	680.00
Colorado Paving Inc	Charlotte Street project	PW	497,622.01
Colorado Rural Water Assoc	Dues	PW	700.00
Community Center Refund	Community Center refunds	ADM	560.00
Connell Resources, Inc.	North Interceptor project	PW	583,212.10
Consolidated Hillsborough Ditch Co	Water legal	PW	5,000.00
Consolidated Home Supply Ditch &	Water legal	PW	2,945.00
Coren Printing, Inc	Supplies	ADM	133.50
Costar Realty	Software	ADM	416.13
Crash Champions - Loveland	Vehicle repairs	PD	9,964.33

Vendor	Description	Dept	Amount
D2C Architects	PD design	PD	37,590.66
DataShield Corporation	Shredding	ADM	50.00
Denali Water Solutions LLC	Sludge removal	PW	8,672.56
DES Pipeline Maintenance, LLC	Equipment maintenance	PW	1,687.50
Ditesco LLC	Broadband planning	PW	6,702.89
Douglas County Sheriff's Office	Software	PD	2,000.00
DXP Enterprises Inc	Supplies	PW	87.74
E-470 Public Highway Authority	Travel	PD	33.80
eAnalytics Laboratory	Lab testing	PW	55.00
Elite Printing Group, LLC	Supplies	PD	256.00
Employee Reimbursement	Supplies	ADM	288.65
Entenmann-Rovin Co.	Uniforms	PD	149.75
Envirotech Services, Inc	Chemicals	PW	13,430.16
Ergomed	Employment screening	ADM	795.00
Ferguson Waterworks #1116	Water meters	PW	7,320.38
First Call Electric & Fire	Fire safety	ADM	395.00
First Class Security Systems	Fire system monitoring	ADM	133.80
First National Bank	Custodial fees	ADM	2,911.01
Fitness Avenue	Facade grant	ADM	7,320.71
Flock Safety	Cameras	PD	8,778.08
Frontier Fertilizer & Chemical	Chemicals	PW	159.96
Frontier Precision	Software	PW	265.00
Frontier Self Storage	Storage	PW	280.00
General Air Service & Supply	Chemicals	PW	282.30
Glenn A. Jones Library	Library support	ADM	299,024.70
Grainger, Inc.	Supplies	PW	7,599.83
Greeley Police Department	Victim advocate	PD	7,936.00
Ground Engineering Consultants, Inc.	Central expansion project	PW	4,420.00
Hach Company	Lab supplies	PW	2,117.67
Harry Lateral Ditch Co	Water assessments	PW	907.50
Helton & Williamsen, P.C.	Billback - Engineering services	ADM	13,458.41
Herc Rentals	Equipment rental	PW	2,579.88
Hill & Robbins, PC	Billback - Legal services	ADM	13,556.50
Hydrant Meter Deposit Refund	Hydrant meter deposit refunds	PW	6,750.00
IMEG Corp	Billback - Engineering services	ADM	37,455.00
IMEG Corp	North Interceptor project	PW	10,075.88
Indigo Water Group	Training	PW	3,550.00
Infosend, Inc.	Newsletter/utility bills	ADM	4,453.49
Insight North America LLC	Investment services	ADM	2,879.46
Interstate Battery of the Rockies	Supplies	PW	1,165.60
ION Developer LLC	Building permit refund	ADM	140.91
J&D Creations	Uniforms	PW	1,062.80
J&S Contractors Supply Co.	Supplies	PW	1,828.00
J&T Consulting, Inc.	Generator	PW	9,419.60
J-2 Contracting Co.	Generator	PW	105,070.00
Joe Johnson Equipment LLC	Equipment maintenance	PW	1,672.95

Vendor	Description	Dept	Amount
Johnstown BBQ Day Committee	BBQ Days sponsorship	ADM	30,000.00
Johnstown Breeze	Publications	ADM	5,770.32
Johnstown Historical Society, Ltd	Meteorite Centennial sponsorship	ADM	21,293.65
J-U-B Engineers, Inc.	SH60 waterline	PW	11,267.51
Kangaroo Express of Longmont, Inc	Lab testing	PW	110.00
Kenyon P. Jordan, Ph.D.	Prehire evaluations	PD	300.00
Kinsco, LLC	Supplies	PW	599.42
Kissinger & Fellman P.C.	Legal services	ADM	1,002.00
Larimer CO Economic & Workforce Dev	Northern Colorado Regional Career Expo	ADM	500.00
Larimer County Dept of Natural Resources	Open space sales tax study	ADM	981.55
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	9,422.00
Law Office of Avi Rocklin LLC	Legal services	ADM	14,058.50
Lawson Products Inc	Supplies	PW	2,261.92
Lazar, Michael	Municipal Court Judge	ADM	1,950.00
Life Stories Child & Family Advocacy	Quarterly fees	PD	156.00
Little Thompson Water District	Interconnect	PW	19.70
Loveland Barricade LLC	Safety services	PW	420.00
Loveland Ford-Lincoln	Vehicle maintenance	PD	1,847.34
Lowe's	Supplies	PW	271.92
Mail N Copy	Mailings	ADM	4,900.00
Mares Auto Inc.	Vehicle maintenance	PW	280.00
Marmac Water	Equipment	PW	21,000.00
McGeady Becher P.C.	Billback - Legal services	ADM	2,002.32
Medicine for Business & Industry LLC	Lab testing	ADM	380.40
Mile High Elevator LLC	Equipment maintenance	ADM	226.80
Mile High Shooting Accessories	Supplies	PD	4,879.51
Milliken Johnstown Electric	Equipment maintenance	PW	746.65
Moltz Construction Inc.	Central Expansion project	PW	3,104,400.89
Mountain States Pipe & Supply	Water meters	PW	32,110.25
Mountain View West Master Assoc.	Dues	ADM	2,874.36
MWH Constructors	Water treatment plant project	PW	95,048.00
My Educational Resources	Training	PD	576.00
Nalco Company LLC	Chemicals	PW	7,184.43
Napa Auto Parts, Inc	Vehicle supplies	ALL	3,384.61
NextSite LLC	Software	ADM	5,995.00
NOCO Humane	Contract billing	PD	1,330.00
North Front Range MPO	Dues	ADM	7,850.00
Office Depot Business Credit	Supplies	ALL	587.68
Ohlson Lavoie Corporation	Pool feasibility study	PW	23,313.59
Original Equipment Auto Glass	Vehicle maintenance	PW	690.55
Otak	Little Thompson Trail project	PW	7,422.00
Parkland USA Corp	Fuel	PW	10,316.57
Paul's Plumbing & Heating	Jetting services	PW	9,000.00
Pioneer Press of Greeley Inc	Printing services	ALL	13,913.91
Pitney Bowes Bank Inc Purchase Power	Postage	ADM	213.12
Pitney Bowes Inc	Supplies	ADM	411.39

Vendor	Description	Dept	Amount
Poudre Valley REA	Utilities	PW	23,507.91
PVS DX, INC	Chemicals	PW	8,007.43
Quality of Life & Safety Designs LLC	Fire system monitoring	ADM	25.00
Raftelis	Water rate study	PW	50.11
Resource Central	Garden box promo	ADM	770.00
Rocky Mountain Section AWWA	Training	PW	240.00
Roosevelt High School	After Prom sponsorship	ADM	250.00
Royal Disposal	Reimbursement	ADM	750.00
Sam's Club MC/SYNCB	Supplies	ALL	305.86
Sanderson Stewart	Colorado Boulevard project	PW	9,286.50
Sendas Communications LLC	Translation services	ADM	154.30
Simon Construction	Pavement maintenance	PW	224,397.69
Spaur, LLC	Easement	ADM	68,161.00
Striglos	Software	ADM	149.00
Superior Towing LLC	Vehicle maintenance	PW	268.80
Survival Armor	Uniforms	PD	1,898.52
Tait & Associates, Inc.	Charlotte Street project	PW	76,697.50
TDS	Phone/internet	ALL	4,798.37
The Home Depot/GECF	Supplies	PW	2,011.82
The Jamar Company	Equipment maintenance	PW	521.22
The Tree Guys LLC	Tree removal	PW	2,500.00
Thrower, David J	Municipal Court Judge	ADM	437.50
Tier One Networking, LLC	Computer equipment	ADM	5,281.00
TimberLAN	IT services	ALL	5,466.00
Timberline Mechanical	YMCA repairs	ADM	6,879.31
T-Mobile	Phones	PD	16.30
TopShelf Printers	Supplies	ADM	702.46
Treatment Technology Holding	Chemicals	PW	9,264.88
UC Health Medical Group	Lab testing	PD	643.40
United Power, Inc	Utilities	PW	919.26
United Rentals	Supplies	PW	878.48
Upstate Colorado Economic Dev	2024 sponsorship	ADM	15,000.00
USA Bluebook	Supplies	PW	4,471.35
Utility Notification Center of Colorado	Locates	PW	967.50
Utility Refund	Utility refunds	ADM	2,166.75
Verizon Connect	Phone/internet	PW	239.25
Verizon Wireless	Phones	ALL	4,802.66
Waste Connections of Colorado Inc.	Trash services	PW	87,620.37
Weld County	Dispatch contract	PD	92,048.93
Weld County Dept of Public Health	Lab services	PW	1,193.00
Weld County Information Technology	Supplies	PD	720.08
Weld County Sheriff	Jail fees	PD	113.48
Whiteside's Loveland	Uniforms	PW	249.98
Workplace Partners	Cubicles	PW	5,724.00
Xcel Energy	Utilities	PW	59,781.36
YMCA of Northern Colorado	Monthly support	ADM	41,666.67

Vendor	Description	Dept	Amount
Yost Cleaning	Cleaning service	PW	3,362.66
Your Home Improvement CO	Building permit refund	ADM	127.71
Zeigler Construction LLC	Building maintenance	PW	200.00
Zephyr Roofing Systems, LLC	Building maintenance	PW	2,545.31
			6,960,901.40

Town of Johnstow

Item #11.

TOWN MANAGER'S REPORT

March 2024

johnstownco.gov

Administration, Finance, Planning, and Human Resources

Cemetery

Staff will begin communications with area funeral homes and outreach via the Low Down, pamphlets, and social media regarding impacts in the cemetery during the construction on the Water Treatment Plant. Staff will be offering a PA system for use if desired and will also be waiving the additional weekend opening/closing fee to accommodate quieter graveside services.

Liquor Licensing

Staff received a renewal for BD Colorado dba Bad Daddy's Burger Bar Hotel & Restaurant liquor license. A renewal for Wing Shack LLC dba Wing Shack Johnstown Brew Pub license has been received. A Special Event Permit has been received from the JDDA for beer garden at the Cinco de Mayo event.

Special Event Permit

A special event application from the JDDA has been received by Staff for the Cindo de Mayo celebration on May 4, 2024, Downtown on Parish Ave. Staff has begun the internal review process.

Municipal Court

February 2024 Court data is broken down for Council's review below, with a total of 119 cases being processed:

- Code Violations: 3
- Traffic Violations: 75
- Theft: 37
- Other Criminal Cases: 5

Senior Center

February saw an increase in the number of weekly Friendly Fork meals as well as new older adults coming in to the Center looking for resources, activities and volunteering. Below are activity numbers for participation in February:

- Eagles Hockey Game – 11 participants
- Lunch excursion – 10 participants
- Monthly Blackhawk Trip – 12 participants
- STOMP Performance at UCCC – 15 participants
- Creative Crafts (first monthly event) – 12 participants
- Breakfast excursion – 10 participants
- Lessons with Linda (ukulele & drums) – 4 participants
- Friendly Fork meals (once weekly) – 179 participants

Many visitors to the Senior Center have expressed thanks to the Public Works crew for the updates and maintenance on the building. A fresh coat of paint has made spaces look revitalized and positive comments are heard at every event. A special thanks to our crew for making our older adults feel part of the TOJ team, as Staff has received many compliments for how respectful, pleasant and welcoming the Public Works Staff have been during the improvements.

Election

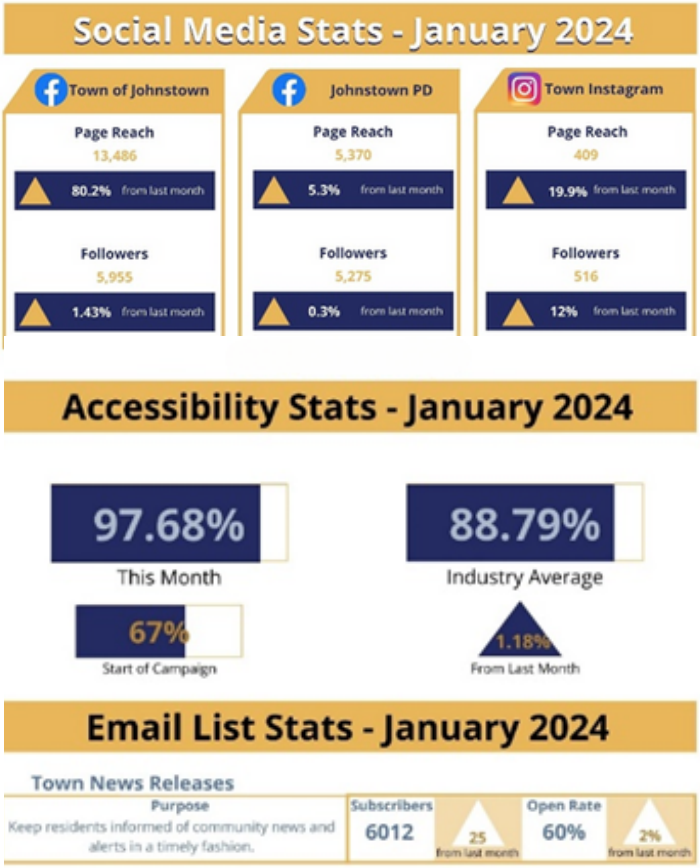
Ballots for the April 2, 2024, election will be mailed out mid-March. All Town of Johnstown Municipal ballots will have a blue stripe on the envelope to stand out from various spring State elections. Communication on this will be in the Low Down and online. All ballots can be mailed back or dropped off at Town Hall.

508 Compliance and Website Accessibility

The Communications Office continues to work on 508 website compliance and Town digital environment compliance. Having a website that is 508 compliant and that follows WCAG Guidelines 2.0 is important for the Town of Johnstown because it provides more equal access to information and promotes transparency. The Town has made significant progress toward achieving Level A compliance, which is required of all Colorado municipalities by July 2024.

Town Communication Tools

·The Town maintains a diverse set of communications tools, including social media, a newsletter, email communications, and the website. Facebook and Instagram followers continue to grow steadily.



Hiring

The Town recently welcomed a new Police Officer, Communications and Engagement Specialist, and Streets Maintenance Crew Lead to our team. We are currently searching for a Community Service Officer, Wastewater Technician, Police Records Clerk, two Construction Inspectors, and three Civil Engineers. The Police Chief position closed on February 23 and applications are currently under review.

Planning & Zoning Commission

The Planning & Zoning Commission met on February 14 to consider four items: Design Guidelines for North Ridge, Design Guidelines for The Ridge, a subdivision filing for Welty Ridge (immediately south of Buc-ees), and an annexation for Front Range Fire Department. All items received a favorable decision from the Commission.

Town Website Redesign

Preliminary work has been completed and we anticipate content migration will start at the beginning of March. The new site is anticipated to launch at the beginning of June 2024. We are excited to bring a new suite of tools to better serve our residents.

Johnstown Farms Phase III, Lot 1

The Town is tentatively set to close on the Lot 1 in Johnstown Farms Ph. III on March 6. The intent is to build a facility to house the Planning and Engineering Departments and create a Development Services Building.

Business of the Month

Scheel's All Sports was awarded Business of the Month for the month of February and officially accepted their recognition at the Town Council meeting on February 5, 2024. Staff will announce March's Business of the Month on March 4.

Biz Walk

Staff met with Foundation Building Materials on February 9, as part of our monthly business walk program.

Downtown Masterplan Project

Council awarded Kimely Horn the contract for the Downtown Masterplan Project. Staff will kick off the project in March and meet with both internal and external stakeholders to understand the needs, priorities, and improvements for the downtown. More information and a project webpage will be made available in the coming months.

DOLA Grant Presentation

Lt. Kyle Williams presented to the DOLA selection committee for the Police Department Expansion on February 28. The grant request is for $1 million and the Town should be notified of the results of their application hopefully by very early April.

Audit

The preparation for the 2023 audit is well underway. Auditors are expected on-site in May.

Budget

The 2024 Budget was submitted to and has been accepted by DOLA.

Budget Book

The 2024 Budget was submitted to and has been accepted by DOLA.

Police Department

Standard Field Sobriety Testing Recertification

All officers were recertified in SFSTs by Officer Wild, our in-house instructor.

New Officer

Officer Logan Robinson was sworn in as a Johnstown Police Officer on February 21, 2024.

Case of Interest

A search warrant was served in the 200 blk of Condor Way after a reported road rage incident involving a firearm occurred.

Stats

Statistical data was gathered during the period of January 21-February 21.

- Officers responded to 1158 calls for service.
- Top incident types:
  - Suspicious Activity (88)
  - Code Violations (77)
  - Traffic Accidents (34)
  - Thefts (63)
- Follow Up (132)
  - 256 Citations
  - 114 Arrests (Includes Cited/Summoned/Referred arrest types)
  - Top arrest types – Theft & Controlled Substance

VFW Officer of the Year

The VFW awarded Code Officer Rebeca Farris the Officer of the Year certificate for her hard work in animal control and code enforcement.

Rifle Rated Protection

Shield 616, through donors, provided every officer in the Police Department with rifle rated plates that are light enough to wear on duty. Officer Morgan did a great job coordinating the project.

Recognition

Lieutenant Williams received recognition from Riverview Elementary School for conducting SRO work with the school.

Public Works

Work Orders

Crews completed 84 work orders this review period consisting of construction inspections, snowplowing, street sweeping, gravel road grading, road sign repairs, funerals, and a variety of other street and grounds related work. Staff also completed 19 storm and street construction inspections.

Paulter Farms

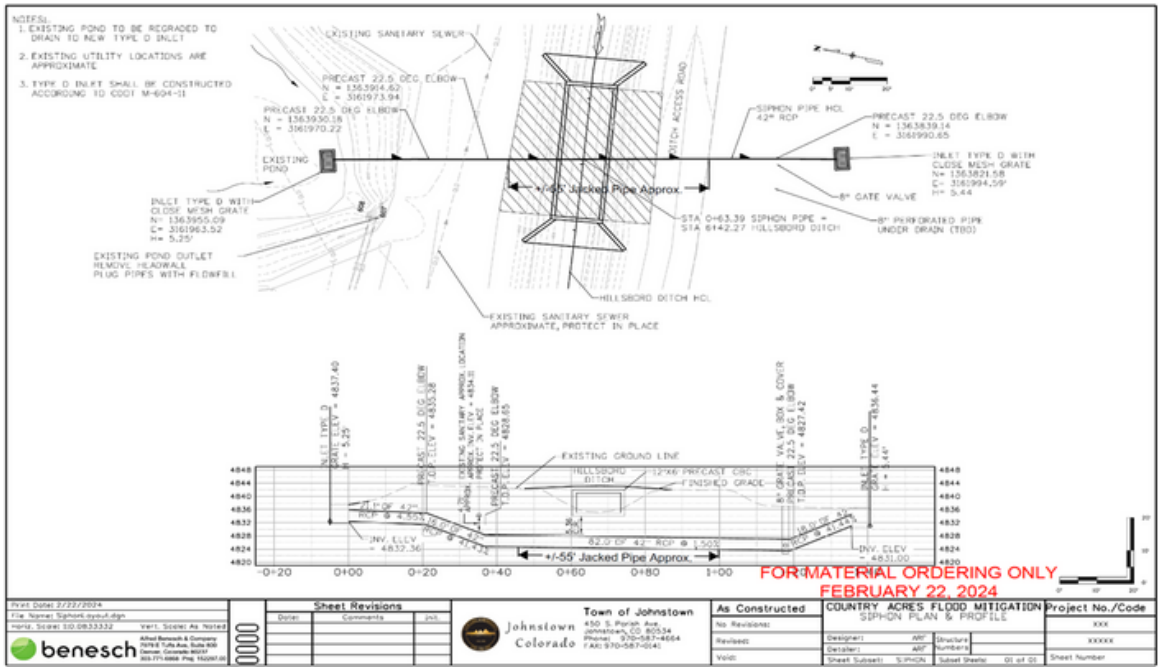
Phase 1 construction acceptance walk and documentation has been completed. Punch list items will be completed in early spring.

Johnstown Village

Phase 1 is nearing completion of all punch list items. The sidewalk along HWY 60, East and West of Meadowlark Drive has been reconstructed, raising it to the correct grade to improve visibility and pedestrian safety. The remaining items are the ADA ramps that tie into Meadowlark Drive. Also, storm mainline video has been reviewed with items identified sent to the contractor for repair.

Country Acres Drainage Mitigation Study

Based on Council direction at the January 17 meeting, Staff is working diligently with Benesch to design and install a siphon under the Hillsborough Ditch before the April 20 deadline. Staff are identifying suppliers that can provide the siphon and box culvert materials, which is challenging given these materials are made to order and typically have long lead times. Staff is also identifying at least three qualified contractors to construct the siphon under the ditch to request cost estimates for the construction phase of the project to receive competitive pricing.



Ledge Rock

High Plains Boulevard and Carson Lane have been paved. SH 60 widening remains under construction. Striping of new lanes is expected to happen the week of February 26, as well as the traffic signals will go into operation.

Buc-ee's

Offsite public improvement includes CR 48 (new roundabout), Commerce Drive, and Nugget Road. CR 48 roundabout is open to traffic with one-way in each direction. Full opening is projected to be early March.

Stormwater Master Plan Update

The RFQ closed on February 16. Five proposals were received, and the evaluation committee is now reviewing all responses to determine the most qualified consultant. Staff will present their findings to Council for review and recommendation of award in early March.

Aragon and West Lake Park Rehab Project

Staff are working with Go Play Inc., a local playground contractor, to develop a new park playground design for Aragon Park and West Lake Park. These new playgrounds will also include poured-in-place rubber surface material instead of the engineered wood fiber that is currently used. These new playgrounds will be of equal or larger size than the existing ones, and will include features for all age groups, as well as have ADA features and accessibility.

Utilities

Capital Projects - Central Wastewater Treatment Plant

Construction of the MBR building and the secondary process basins are ongoing. Staff continues to work with the contractor and design engineer on permitting and construction progress. Throughout most of the spring, concrete work will continue. In addition, the Contractor is working on the plant influent lift station that will take flows from the new North Interceptor to the new headworks.

Capital Projects - Low Point Sewer Plant Expansion

Town Staff is looking to hold a ribbon cutting in April for the new plant.

Capital Projects - North Interceptor

Due to unfavorable ground conditions the contractor had to open cut CR50 between Colorado Boulevard and Telep Avenue. The work progressed smoothly and CR50 has been opened back up. In March, the contractor will also be open cutting Colorado Boulevard just to the south of CR50. This is due to some fiber lines that we were not able to locate to perform a bore. Over the next several months, the contractor will be wrapping up several sections of pipeline, mainly along Colorado Boulevard and adjacent to CR48.5. In addition, the lift station is progressing well and is anticipated to be completed in the coming months.

Treatment - Water Treatment Plant

- Average Daily Flows: 1.345 MGD
- Vent modifications were made to the 34 North Tank which ends the sanitary survey.
- Newly installed Zeta analyzer that controls pretreatment chemical dosing based on water quality is showing reduced chemical use and potential cost savings.
- Water treatment plant was taken offline for 3 days to perform maintenance on the clear well (shown in the pictures below) and rapid mixers.

Capital Projects - Water Treatment Plant Expansion

The Design Engineer has submitted the 90% construction documents to the Town. Town Staff, CMAR, and Owner's Representative have reviewed the 90% construction documents and submitted comments back to the Design Engineer. The Design Engineer is working on addressing all comments and then will submit the 100% construction documents. In addition, the CMAR continues to work on a preliminary GMP, and schedule based on the 90% construction documents. The Design Engineer and the Town are working on obtaining all necessary permits including the Town's site plan, building plan, and fire department approvals. Town Staff and the CMAR held a pre-construction meeting with the utility subcontractor to start the early work utility connection before peak demand starts up. Town Staff is also looking at holding several community outreach meetings with the adjacent property owners and the community.

Treatment - Low Point Wastewater Treatment Plant

- Average Daily Flows: 0.419 MGD
- All heavy equipment and construction trailers are no longer needed on site for the remainder of the project.
- Substantial completion for the project was submitted to the State meeting the deadlines in the Compliance Order on Consent agreement.
- A simulated power outage was done exposing weaknesses during plant startup that are in the process of being corrected.

Treatment - Central Wastewater Treatment Plant

- Average Daily Flows: 0.754 MGD
- The plant continues to steadily produce compliant effluent in harsh winter weather.
- SCADA integrator calibrated equipment to monitor incoming flows and operations is developing a maintenance plan to ensure accurate readings.
- Working with Construction team to mitigate issues encountered at Low Point plant prior to bringing new Central plant online.

Sewer Collection & Water Distribution

- Locates: 1,215
- Meters: 32 new installs and 29 replacements
- The raw water line that feeds the water plant was taken out of service and drained to perform a line lowering for the Ledge Rock Development and able to be timed with routine water plant maintenance.
- Crews performed in house replacement of a fire hydrant at 2151 Redhead Dr and repair of PRV's located in Clearview and Corbett Glen.
- Two sewer backups occurred in the old town area; one as part of a recent town CIP and the other due to grease back up that will need to be mitigated through a future pretreatment program.

Inspections

- 930 ft water main and fire lines installed and tested.
- 2,367 ft sewer main installed and tested.
- 87 water/sewer inspections

GIS

- All Town GIS data was published for use by Town staff. Working on developing internal processes for sharing data and maps externally.
- Currently reviewing meter information from Utility Billing and developing a GIS database for new lead and copper service line inventory regulatory requirements.
- A new map was created showing the location of parking restrictions in the cemetery as the Water Treatment Plant expansion work begins.

Cemetery Parking Restrictions

450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: March 4, 2024

SUBJECT: Council Chambers Audio/Visual Options

ACTION PROPOSED: Consider the request for Chambers Audio.

ATTACHMENTS:
1. Peak Media Quote
2. High Country Low Voltage Quote
3. Xcite Media Quote

PRESENTED BY: Hannah Hill, Town Clerk

AGENDA ITEM DESCRIPTION:

Enclosed for Council's review and consideration is a request to award a contract related to the audio and video in Council Chambers. This request may require a budget amendment based on the cost and if Council so directs, the budget amendment will be provided to Council at the end of the fiscal year.

As Council is aware, there have been several broadcasting and audio issues with the current software in Chambers, including poor audio quality with the disk microphones. In an effort to find a solution, Staff reached out for quotes. Four companies provided quotes on updating the entire system, as well as updating the disk microphones to gooseneck microphones. Per the Town's financial policies, these quotes do not meet the dollar value of requiring a Request for Proposal.

The four companies that provided quotes were High Country Audio, Ford Audio, Peak Media and the current provider- Xcite Media. These companies were selected based on their service quality and compatibility with the Town of Johnstown's existing system and drawing from experiences with other municipalities and software providers. All companies were asked to provide a quote for 13 gooseneck microphones as well as a full system replacement. It should be

noted that several areas in Chambers do not require an update, such as the projector, the LCD screen, and the video cameras. Those items were not included in the quotes.

Below are the quotes received:

Company	Gooseneck microphones only	Full Replacement	Notes
Peak Media	$8,000	$10,000	The full system replacement would still use our current broadcast system.
High Country Low Voltage	$9,000	$50,900	Updated broadcast system for new website streaming, speaker in the media room.
Xcite (Current company)	$24,500	N/A	
Ford Audio	Would install only	$101,000-$121,500	Quote only, proposal would be received after commitment

Xcite Media and Peak Media's estimates rely on maintaining the current Creston system as it stands. Conversely, High Country Low Voltage and Ford Audio's proposals suggest replacing the Creston system altogether. Regrettably, pinpointing the specific weakness in the current system has proven challenging at this juncture, as Staff has been unable to obtain definitive answers on this matter.

As such, Staff's recommendation is to pursue a contract with High County Low Voltage to replace the current system. Staff believes High Country Low Voltage will be able to streamline the technology being utilized for a more efficient process. Other benefits of moving forward with High Country Low Voltage are:

- Gooseneck microphones at the dais to improve the sound quality when someone is speaking.
- Speaker in the media room for live streaming coordination.
- A dedicated audio mixing system for an improved audio experience for remote audiences.
- The installation of an assisted listening device.
- Updated amplifier for improved volume control throughout Chambers.

STRATEGIC PLAN ALIGNMENT:

- Organizational Excellence & Public Trust
    - *Strengthen public trust and confidence*
    - *Engage, inform and involve the community*
- Quality Infrastructure & Facilities

- *Establish and maintain levels of service*
- *Ensure future viability of infrastructure and facilities*
- *Repair and maintain existing infrastructure, facilities and equipment*

LEGAL ADVICE:

The Town Attorney will review the agreement with the company as Council directs.

FINANCIAL ADVICE:

A budget amendment would be provided to Council at the end of the year, if necessary.

RECOMMENDED ACTION: Staff would recommend moving forward with High Country Low Voltage for a full system replacement of the broadcasting system.

SUGGESTED MOTIONS:

For Approval: I move to move forward with High Country Low Voltage for a full system replacement of the Chambers audio video system as presented and authorize the Town Manager to sign the agreement.

For Denial: Should Council not want to authorize approval of High County Low Voltage, other alternatives can be discussed.

Reviewed and Approved for Presentation,

Town Manager

Quote#: 121423-2C
Date: December 14, 2023

Quote Prepared For: Hannah Hill
Company: Town of Johnstown
Phone#: 970-578-9600
Email: hhill@johnstownco.gov

Quote Prepared By: Shannon Shearer
303-778-1807
shannon@peakmediainc.com

www.peakmediainc.com
GSA Contract# 47QSMA19D08QZ

Peak Media, Inc. Price Quote

Qty	Model#	Description	Unit Price	Total Price
13	MX418D/C	Shure MX418D/C Desktop-Mounted 18" Cardioid Gooseneck Microphone with Preamp	$309.11	$4,018.43
1	Programming	Biamp Programming	$860.00	$860.00
2	Labor	Labor for Installing Mics Only and Updating Configuration	$1,400.00	$2,800.00
1	Misc	Misc Cables	$300.00	$300.00

Notes:

Equipment:	$7,978.43
Labor:	$0.00
Sales Tax:	$0.00
Shipping:	No Charge!
Total:	$7,978.43
Payment Terms:	**TBD**

Peak Media reserves the right to reject or change any or all quotes due to fluctuation in the manufacturer's pricing.

All equipment sales are final or subject to a 20% restocking fee.

This quote is being submitted based on Tax Exempt status with Peak Media Inc.
Tax will be added to the final invoice if customer is unable to provide PMI with a current tax exempt certificate.

Quote#: 121423-2C
Date: December 14, 2023

Quote Prepared For: Hannah Hill
Company: Town of Johnstown
Phone#: 970-578-9600
Email: hhill@johnstownco.gov

Quote Prepared By: Shannon Shearer
303-778-1807
shannon@peakmediainc.com

www.peakmediainc.com
GSA Contract# 47QSMA19D08QZ

Peak Media, Inc. Price Quote

Qty	Model#	Description	Unit Price	Total Price
13	MX418D/C	Shure MX418D/C Desktop-Mounted 18" Cardioid Gooseneck Microphone with Preamp	$309.11	$4,018.43
2	Labor	Labor for Installing Mics Only and Updating Configuration	$1,400.00	$2,800.00
1	Misc	Misc Cables	$300.00	$300.00
8	Programming	Biamp Programming	$95.00	$760.00
12	Prorgramming	Crestron Programming and Commissioning	$95.00	$1,140.00
Notes:			**Equipment:**	$9,018.43
			Labor:	$0.00
			Sales Tax:	$0.00
			Shipping:	No Charge!
			Total:	$9,018.43

Peak Media reserves the right to reject or change any or all quotes due to fluctuation in the manufacturer's pricing.

Payment Terms: **TBD**

All equipment sales are final or subject to a 20% restocking fee.

This quote is being submitted based on Tax Exempt status with Peak Media Inc.
Tax will be added to the final invoice if customer is unable to provide PMI with a current tax exempt certificate.

HIGH COUNTRY
LOW VOLTAGE

15794 W 6th Av
Co 80401
720.575.2494
info@highcountryllc.com
www.highcountryllc.com

Proposal To:

Town of Johnstown

For:

Council Chambers Full AV Upgrade

February 29, 2024

COUNCIL ROOM

SCOPE

Scope of Work

Included in this scope of work HCLV will provide and integrate the following equipment.

(1) One Qsys Processor will be installed to replace the two Biamp DSPs and the Crestron Control Processor (This unit will consolidate control and audio to create a much simple design with better reliability)
(1) One 10" Touch Panel will be installed at the Employee station to replace the current iPad Crestron Controller (This unit will allow for all control from a wired touch screen to create better reliability, there will be the option of iPad control app as well.)
(1) One Qsys Amplifier will be installed and replace the existing Biamp amplifier, allowing for four zones of audio, Dias, Mid Council, Rear Council, and Overflow. This will enable better control of volume throughout the space.
(3) Visionary Video Encoders will replace the existing Crestron DM6x6 unit and allow for three HDMI inputs (Rack PC, Podium, and Clerk)
(5) Five Visionary Video Decoders will be installed to provide video signal to the following sources independently (Overflow TV, Projector, Council TV, Council member screens, and Broadcast Pix)
(1) One Qsys Software Dante License will be installed to provide up to 16 channels of Dante Audio to the Broadcast Pix controller, allowing for dedicated audio mixing of all audio inputs to Broadcast, creating a much better audio experience for the remote audience)
(1) One Assisted Listening Device will be installed in the rack with 4 Receivers that will be available for attendees in need of assisted listening. More receivers can be added in the future as needed.
(1) One Network switch will be installed to handle all AV network traffic
(1) One UPS Battery Backup and Surge will be installed to protect all equipment and keep equipment running during power fluctuations
(13) Thirteen Shure MX418 gooseneck microphones will be installed at current dias and employee locations connecting to existing wiring and replacing the current tabletop microphones
(1)One Matrox Monarch Encoder for recording and streaming to Civic Plus Software Platform
(15) EZ Vote voting keypads and M-Vote software suite will be included to replace voting from the Crestron control pad

Owner Furnished Equipment to be Reused with this Project-(Note any equipment that is deemed to be unusable or not in good working order may result in additional charges)
-Panasonic NDI cameras
-Panasonic Laser Projector and Screen
-NEC 86" TV
-Overflow TV
-In-Ceiling Speakers
-Equipment Rack
-Podium Microphone
-Existing Cabling between the Rack and Dias/Podium/Displays

AV

IMAGE	QTY	DESCRIPTION
	1	QSC CORE 110f-v2 Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, POTS and VoIP telephony, no GPIO, 16 next-generation AEC processors, 1RU.

High Country Low Voltage LLC

IMAGE	QTY	DESCRIPTION
	1	QSC TSC-101-G3 Q-SYS 10.1” PoE Touch Screen Controller for In-Wall Mounting. Color - Black only
	1	QSC TSC-710t-G3 Table top mounting accessory for TSC-70-G3 and TSC-101-G3.
	1	QSC CX-Q 2K4 4-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp™, Mic/line Inputs, 100-240V.
	1	QSC SLDAN-16-P Q-SYS Software-based Dante 16x16 Channel License, Perpetual.
	1	QSC SLMST-110-P Q-SYS Core 110 license for software features, enables both Q-SYS Scripting and UCI Deployment, Perpetual
	3	Visionary Solutions E4200 A/V Encoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality, Expansion Ethernet Port; POE+; Upgradeable to AES67/Dante
	5	Visionary Solutions D4200 A/V Decoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; Expansion Ethernet Port; POE+; Upgradeable to AES67/Dante
	1	Atlona AT-RON-448 Atlona® 4K HDR 8-Output HDMI Distribution Amplifier
	1	Listen Technologies LS-54-072 Listen iDSP Prime Level II Stationary RF System (72 MHz)
	1	Netgear GSM4230UP-100NAS M4250-26G4F-POE++ MNGD SWITCH PERP
	1	Wattbox Power KIT-UPS-IPVM12-2000 WattBox® IP UPS Kit - 12 Controllable Outlets | 2000 VA
	14	Shure MX418D/S Supercardioid-18" Desktop Gooseneck Condenser Microphone, Attached 10´ XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base
	1	Matrox MHLCS/I Matrox Monarch LCS
	1	Meridia EZ-VOTE-5 EZ-VOTE 5 Bundle (10 keypads, receiver, carry case)

COUNCIL ROOM TOTAL **$49,805.04**

SPEAKERS FOR BROADCAST SETUP

SCOPE

Install two powered monitors and connect to the Pix Broadcast Computer.

AV

IMAGE	QTY	DESCRIPTION
	2	JBL 305PMKII Powered 5" Two-Way Studio Monitor

SUMMARY

SPEAKERS FOR BROADCAST SETUP TOTAL	**+$526.00**

WIRELESS MICROPHONE ADDITION

SCOPE

Addition of two wireless gooseneck microphones to the system.

AV

IMAGE	QTY	DESCRIPTION
	1	Panasonic WX-SR204 Wireless Receiver (4 ch - Analog)
	1	Panasonic WX-SA250 Wireless Antenna
	2	Panasonic WX-ST600 Wireless Base for Gooseneck Microphone
	2	Panasonic WM-KG645 18-inch Gooseneck Microphone

SUMMARY	
WIRELESS MICROPHONE ADDITION TOTAL	**+$4,930.49**

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE
Net 30 from date of completion.

EQUIPMENT TOTAL	$37,463.10
SHIPPING TOTAL	$530.00
LABOR TOTAL	$11,126.50
CABLING LOT, ADAPTORS, TERMINATIONS, AND CONSUMABLES	$1,215.44
TOTAL TAX	$0.00
PROJECT TOTAL	$50,335.04

OPTIONS Not included in the project total. Initial to the left to add the option to your project.

_____	SPEAKERS FOR BROADCAST SETUP	+$526.00
_____	WIRELESS MICROPHONE ADDITION	+$4,930.49

TERMS

I accept this proposal and hereby authorize High Country Low Voltage LLC to proceed with the installation of the included systems at the facilities of Town of Johnstown constructing at Johnstown, Co as described in the totality of this document. I further authorize High Country Low Voltage LLC to be granted the facility access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to High Country Low Voltage LLC. In keeping with the Terms of Payment listed above. It has been made clear to me that there exist no understandings regarding this project with any relevant party unless and until Town of Johnstown and High Country Low Voltage LLC agree to such additional or alternate understandings in writing. Project cost and pricing are dependent upon a continual flow of work without interruption or delays imposed by Town of Johnstown or their staff, construction, other building trades or any other party, and additional costs may be incurred by Town of Johnstown from High Country Low Voltage LLC. If such delays result in additional costs that are not covered by the pricing in this proposal. I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by Town of Johnstown and High Country Low Voltage LLC. This proposal is valid only if accepted in writing by Town of Johnstown and deposit payment received no later than January 12, 2024.

ACCEPTANCE

TOWN OF JOHNSTOWN

SIGNED

DATE

PRINT NAME

TITLE

HIGH COUNTRY LOW VOLTAGE LLC

SIGNED

DATE

PRINT NAME

TITLE

Quote

Estimate #	01-15415B
Date	12/8/2023

Name / Address
Town of Johnstown **Hannah Hill** **450 S. Parish Ave** **Johnstown, CO 80534**

Item	Description	Qty	Rate	Total
	Town of Johnstown---- AVB Microphones to Analog Microphones-- Town of Johnstown Hannah Hill 450 S. Parish Ave Johnstown, CO 80534 Scope of Work: Replace the existing AVB microphones with (12) Gooseneck Microphones. The microphones will be programmed to mute locally and on the control system. Each microphone will have individual volume control on the touch panels.			
ES925C18/XLR	Audio Technica ES925C18/XLR 15.1" Cardioid Condenser Microphone.	**12**	**300.00**	**3,600.00T**
ATND8677	Audio Technica ATND8677 Microphone Desk Stand with Dante Network Output.	**12**	**598.00**	**7,176.00T**
Tesira EX-LOGIC	Biamp EX-LOGIC PoE controller with 16 logic GPIO.	**1**	**545.00**	**545.00T**
TesiraCONNECT TC-5D	TesiraCONNECT TC-5D 5-port expansion device with AVB to Dante Bridging	**1**	**1,288.30**	**1,288.30T**
GSM4230PX-100NAS	Netgear GSM4230PX-100NAS 24x1G PoE+ 480W 2x1G and 4xSFP+ Managed Switch.	**1**	**2,499.00**	**2,499.00T**
Cables/Wiring	Cables/Wiring Bulk Cabling and Wiring that is required to facilitate and complete the Installation. (Such as Cat6A, Cat6, Audio Line, MIC Line, VGA Line and Control Lines)	**1**	**485.00**	**485.00T**
Materials/Costs	Materials, Costs & Consumables to Facilitate Installation.	**1**	**685.00**	**685.00T**
BIAMP	Biamp Programming Services; DSP Setup and Configuration/Calibration/Audio Balancing.	**1**	**1,300.00**	**1,300.00**
CRESTRON	Crestron Programming services, system integration, testing and system validation for Crestron Control systems.	**1**	**1,600.00**	**1,600.00**
LABOR	Xcite Audiovisuals, LLC Installation and Integration Services, includes 90 Day Service Call Guarantee.	**1**	**2,680.00**	**2,680.00**
	Subtotal			**21,858.30**
	OTHER PROJECT COSTS:			
G&A	Xcite Audiovisuals, LLC General & Administrative Services and Costs.	**1**	**899.40**	**899.40**

****** Any changes or unforeseen items may result in an additional charge.******

****** This Estimate is good for 30 Days.******

Subtotal	
Sales Tax (0.0%)	
Total	

Approval Signature _____

Quote

Estimate #	01-15415B
Date	12/8/2023

Name / Address
Town of Johnstown **Hannah Hill** **450 S. Parish Ave** **Johnstown, CO 80534**

Item	Description	Qty	Rate	Total
Project Management	Xcite Audiovisuals Project Management and Design Services. Coordination with Owner and/or General Contractor regarding Project progress and activities. Verification of Equipment procurement and any in-house system Pre-Build tasks. Follow-up to ensure project completion dates. Inspection of Technician workmanship and adherence to design when necessary.	**1**	**1,349.10**	**1,349.10**
Shipping	Shipping services/Delivery	**1**	**385.00**	**385.00**

****** Any changes or unforeseen items may result in an additional charge.******

****** This Estimate is good for 30 Days.******

Subtotal	**$24,491.80**
Sales Tax (0.0%)	**$0.00**
Total	**$24,491.80**

Approval Signature _____

450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: March 4, 2024

SUBJECT: Resolution 2024-13: Approving the Purchase and Sale Agreement By and Between the Town Of Johnstown and Bruce Gillam Development Corporation and/or its Successors or Assigns for the Purchase of Real Property Known As Lot 1 and Outlot A, Country Acres Tenth Filing Town of Johnstown, County of Weld, State of Colorado, Consisting of Approximately .317 Acres

ACTION PROPOSED: Consideration of Resolution 2024-13 Authorizing the Purchase of Real Property

ATTACHMENTS:
1. Resolution 2024-13
2. Exhibit A – Purchase and Sale Agreement

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:
Enclosed for your review and consideration is Resolution 2024-13. This resolution will approve and authorize the Purchase and Sale Agreement to acquire Lot 1 and Outlot A, Country Acres Tenth Filing owned by Gillam Development Corporation. The agreed purchase price for the land is $335,000. The property consists of 0.317 acres and will ultimately be developed to enhance storm water management. Closing on the land is expected sometime in the month of March, 2024.

The documents presented authorize the Town Manager to complete and execute all necessary documents for the purchase. As a note, the document has been provided to the Seller, but given the short lead time for review of this document, we are requesting the ability of Staff to make any minor changes to the document provided they do not substantially change the intent if necessary.

STRATEGIC PLAN ALIGNMENT:
Organizational Excellence & Public Trust
- *Strengthen public trust and confidence*
- *Engage, inform and involve the community*

- Natural & Built Environment
  - *Invest in, enhance, and conserve our parks, open spaces, agricultural areas and natural environment*
  - *Support a broad range of housing options*
- Quality Infrastructure & Facilities
  - *Establish and maintain levels of service*
  - *Ensure future viability of infrastructure and facilities*
  - *Repair and maintain existing infrastructure, facilities and equipment*

LEGAL ADVICE:

The Town Attorney drafted the PSA and its associated documents.

FINANCIAL ADVICE:

NA

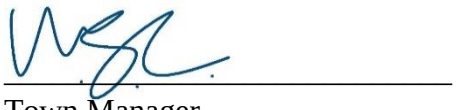
RECOMMENDED ACTION: Approve Resolution 2024-13 authorizing the Purchase and Sale Agreement.

SUGGESTED MOTIONS:

For Approval: I move to approve Resolution 2024-13 as presented and authorize the Town Manager and Town Attorney to administratively approve the Purchase and Sale Agreement, if changes are necessary.

For Denial: I move to deny Resolution 2024-13 as presented.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2024-13

RESOLUTION APPROVING THE PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE TOWN OF JOHNSTOWN AND GILLAM DEVELOPMENT CORPORATION FOR THE PURCHASE OF REAL PROPERTY KNOWN AS LOT 1 AND OUTLOT A, COUNTRY ACRES TENTH FILING, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY .317 ACRES

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

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

WHEREAS, Gillam Development Corporation, a Colorado corporation ("Owner"), is the owner of real property known as Lot 1, Country Acres Tenth Filing, Town of Johnstown, County of Weld, State of Colorado, and by legal description as "Lot 1 COUNTRY ACRES 10TH FG," and street address as 1106 Sandra Drive, consisting of approximately .139 acres, and of the real property known as Outlot A, Country Acres Tenth Filing, Town of Johnstown, County of Weld, State of Colorado, and by legal description as "OUTLOT A COUNTRY ACRES 10TH FG," consisting of approximately .178 acres (collectively, the "Property"); and

WHEREAS, the Town has determined that the acquisition of the Property will serve a public purpose by ensuring that the Property is not occupied and allowing the Town to construct and install infrastructure to improve drainage for the Country Acres Subdivision; and

WHEREAS, the Owner desires to sell the Property to the Town; and

WHEREAS, the Purchase and Sale Agreement, attached hereto and incorporated herein by reference as Exhibit A, contains terms and conditions related to the purchase and sale of the Property, including payment by the Town to the Owner of an agreed upon purchase price of Three Hundred Thirty-Five Thousand Dollars ($335,000.00), payable in the form of cash in the amount of Three Hundred Eight Thousand Thirty-Six Dollars and Fifty-Six Cents ($308,036.56) and a permitting fee credit in the amount of Twenty-Six Thousand Nine Hundred Sixty-Three Dollars and Forty-Four Cents ($26,963.44), as well as payment of other miscellaneous closing costs; and

WHEREAS, the Town has funds in the General Fund that may be used to purchase the Property; and

WHEREAS, the Town Council may be required to adopt an amendment to the 2024 Budget to effectuate this transaction and, if necessary, intends to adopt such amendment; and

WHEREAS, the Town Council finds and determines that the terms and conditions of the Purchase and Sale Agreement are reasonable and promote the public health, safety, prosperity, security and general welfare of the Town; and

WHEREAS, the Town Council finds that adoption of this Resolution is in the best interests of the Town.

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

Section 1: The Purchase and Sale Agreement, attached hereto as Exhibit A, is hereby approved, and the Town Manager is authorized to execute the same.

Section 2: The Town Manager is authorized to take all steps necessary to carry out the terms of the Purchase and Sale Agreement, including the execution of all documents necessary or required for closing. The Town Attorney is authorized to make such modifications, if any, to the Purchase and Sale Agreement as are advisable to assure clarity, consistency and protection of the Town's interests.

Section 3: This Resolution shall be effective upon adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of March, 2024.

ATTEST:

By:_____
Hannah Hill, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By:_____
Troy D. Mellon, Mayor

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this "**Agreement**") is made as of March ___, 2024 (the "**Effective Date**"), by and between Gillam Development Corporation, a Colorado corporation, and/or its successors or assigns ("**Seller**"), and the Town of Johnstown, a Colorado home rule municipality ("**Purchaser**").

RECITALS

A. Seller is the owner of real property known as Lot 1, Country Acres Tenth Filing, Town of Johnstown, County of Weld, State of Colorado, and by legal description as "Lot 1 COUNTRY ACRES 10TH FG," and street address as 1106 Sandra Drive, consisting of approximately .139 acres, and of the real property known as Outlot A, Country Acres Tenth Filing, Town of Johnstown, County of Weld, State of Colorado, and by legal description as "OUTLOT A COUNTRY ACRES 10TH FG," consisting of approximately .178 acres, being more fully described on **Exhibit A** attached hereto and incorporated herein by reference (collectively, the "**Property**").

B. As used in this Agreement, the Property includes the real property, together with all of Seller's right, title and interest in and to: (i) all reversions, remainders, easements, rights-of-way and appurtenances appertaining to or otherwise benefiting or used in connection with the Property; (ii) all of Seller's right, title and interest in and to any streets abutting or adjoining the Property; and (iii) all existing improvements, structures and fixtures, if any, placed, constructed, installed or located on the Property, including all plants, trees, landscaping and other appurtenances, if any, located upon, over or under the Property.

C. Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

PURCHASE AND SALE OF THE PROPERTY

1.1 **Recitals**. The Recitals are incorporated into the Agreement as if fully set forth herein.

1.2 **Purchase**. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, all of the Property, subject to and upon the terms and conditions set forth in this Agreement.

1.3 **Purchase Price**. The total purchase price (the "**Purchase Price**") for the Property will be Three Hundred Thirty-Five Thousand Dollars ($335,000.00) payable in accordance with the following terms and conditions:

(a) Deposit.

(i) No later than five (5) business days after the Effective Date, Purchaser will deliver to Land Title Guaranty Company (the "**Title Company**") an earnest money deposit

of Fifty Thousand Dollars ($50,000.00) (together with all interest earned thereon, the "**Deposit**").

(ii) The Title Company will deposit the Deposit in one or more federally insured interest-bearing accounts and hold the Deposit pursuant to the terms and provisions hereof. The Deposit will be applied to the Purchase Price at the closing of the purchase contemplated hereby ("**Closing**"). In the event that this Agreement is terminated or the acquisition contemplated hereunder is not closed for any reason other than Purchaser's default hereunder, the Deposit will be promptly returned to Purchaser.

(b) Permit Fee Credit. A Town of Johnstown permit fee credit in the amount of Twenty-Six Thousand Nine Hundred Sixty-Three Dollars and Forty-Four Cents ($26,963.44), as set forth on **Exhibit B** attached hereto and incorporated herein by reference.

(c) Balance. The balance of the Purchase Price in the amount of Three Hundred Eight Thousand Thirty-Six Dollars and Fifty-Six Cents ($308,036.56), subject to prorations and adjustments in accordance with Article 88, will be paid to Seller by Purchaser at Closing by wire transfer of immediately available funds to the Title Company, for further payment to Seller.

ARTICLE 2
TITLE

2.1 **Title Commitment**. Within seven (7) days of the Effective Date, Seller shall procure and deliver a current commitment for an owner's title insurance policy for the Property (the "**Title Commitment**"), in an amount equal to the Purchase Price, to Purchaser. The Title Commitment shall contain owner's extended coverage, committing to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the Effective Date and time of the commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing.

2.2 **Status of Title at Closing**. At Closing, Seller will convey to Purchaser title to the Property by special warranty deed free and clear of monetary liens and monetary encumbrances of record, but subject to all other matters of record shown in the Title Commitment (the "**Permitted Encumbrances**").

ARTICLE 3
CONTINGENCY PERIOD

3.1 **Contingency Period**. Purchaser will have ten (10) business days following the Effective date (the "**Contingency Period**") within which to complete Purchaser's investigation of the Property and to obtain all required approvals for Purchaser's purchase of the Property. All inspection fees and other expenses of any kind incurred by Purchaser relating to the inspection of the Property will be Purchaser's sole responsibility. Purchaser will promptly repair, at its expense, any damage to the Property caused by Purchaser or its agents in conducting its inspection of the Property. Purchaser will coordinate its physical inspections of the Property with Seller prior to entry on the Property, and Seller shall permit Purchaser, its contractors and agents, to enter the Property at reasonable times to conduct physical inspections.

3.2 **Termination**. If, on or before the expiration of the Contingency Period, Purchaser delivers to Seller written notice setting forth Purchaser's election to terminate this Agreement, in Purchaser's sole and absolute discretion, then this Agreement will terminate, the Deposit will be returned promptly to Purchaser and both parties will be relieved from any further liability hereunder. If Purchaser does not

terminate this Agreement as described in the preceding sentence, then this Agreement will remain in full force and effect in accordance with its terms.

ARTICLE 4
SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

Seller represents, warrants and covenants to Purchaser as set forth below in this Article 4 as of the Effective Date and as of Closing under this Agreement.

4.1 **Authority**. Seller has the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement. All requisite entity action has been, or will be, taken by Seller in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. The person signing this Agreement on behalf of Seller is authorized to do so.

4.2 **No Consents; Binding Obligations**. No third party approval or consent is required for Seller to enter into this Agreement or to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Seller are and will be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

4.3 **No Third-Party Interests**. Seller has not granted to any party (other than to Purchaser pursuant to this Agreement) any option, contract or other right to a purchase the Property, or any portion thereof or any interest therein.

4.4 **Non foreign Person**. Seller is not a foreign person, corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code or Income Tax Regulations).

ARTICLE 5
PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants to Seller as set forth below in this Article 5 as of the Effective Date and as of Closing under this Agreement.

5.1 **Authority**. Purchaser has the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement. All requisite action has been taken, or will be taken prior to the expiration of the Contingency Period, by Purchaser in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Purchaser is authorized to do so.

5.2 **No Consents; Binding Obligations**. No third party approval or consent is required for Purchaser to enter into this Agreement or to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Purchaser are and will be valid, legally binding obligations of and enforceable against Purchaser in accordance with their terms, subject to Purchaser obtaining the required consents prior to the expiration of the Contingency Period.

ARTICLE 6
CASUALTY

6.1 **Risk of Casualty.** The risk of casualty loss to the Property will remain with Seller prior

to Closing. In the event that the Property is damaged by fire, flood or other casualty prior to Closing, then Purchaser may elect, at its sole option, either: (i) to terminate this Agreement and recover its Deposit, in which case both Seller and Purchaser will be released from further responsibility hereunder; or (ii) to waive its right to terminate this Agreement and to consummate the transaction contemplated hereby, in which case Seller will assign to Purchaser all of Seller's right to receive the insurance proceeds, if any, payable as a result of such casualty damage, but not exceeding the Purchase Price, and Purchaser will be entitled to an abatement of the Purchase Price in an amount equal to the applicable insurance deductibles.

ARTICLE 7
CLOSING

7.1 **Time and Procedures**. Closing under this Agreement ("**Closing**") will take place on a date designated by Purchaser by written notice to Seller, which will be no earlier than fifteen (15) days following the expiration of the Contingency Period and no later than thirty (30) days following the expiration of the Contingency Period, or as otherwise agreed by the parties in writing. Closing will be conducted by delivery of all documents and funds to the Title Company for delivery, disbursement or recording by the Title Company, as applicable, in accordance with the terms of this Agreement. The parties may issue supplemental instructions to the Title Company to accomplish Closing, provided that such instructions are consistent with the terms of this Agreement or are otherwise approved by both parties.

7.2 **Delivery at Closing**. At Closing the following will occur:

(a) Deed. Seller will deliver to Purchaser a duly executed and acknowledged special warranty deed for the Property conveying title to the Property, subject only to the Permitted Encumbrances.

(b) Payment. Purchaser will pay to Seller the Purchase Price by wire transfer of funds as provided in Section 1.3, subject to the adjustments described in Article 8.

(c) Non-Foreign Certificate. Seller will execute and deliver to Purchaser and the Title Company an affidavit that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

(d) Miscellaneous Documents. Each of Seller and Purchaser will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be required by the Title Commitment, or reasonably requested by the other party or the Title Company in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement in a manner consistent with the terms of this Agreement.

7.3 **Possession of Property**. Seller will deliver possession of the Property to Purchaser at 5:00 p.m. on the date that is five (5) days after Closing. During the five (5) day period, Seller may remove whatever it desires from the Property. Seller assumes full responsibility for Seller's, its contractors, consultants, agents, invitees and all other persons, acts and omissions related to the Property until Seller delivers possession of the Property to Purchaser. Seller agrees that Seller will protect, defend, indemnify and hold harmless Purchaser, its elected officials, employees, consultants and agents, from and against all liabilities, losses, claims, demands, actions and costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons arising from or resulting in any manner from Seller's possession of the Property and acts or omissions related to the Property until Seller delivers possession of the Property to Purchaser.

ARTICLE 8
PRORATIONS AND CLOSING EXPENSES

8.1 **Closing Adjustments**. The cash due at Closing pursuant to Section **Error! Reference source not found.** will be subject to adjustment as of Closing in accordance with the following provisions:

(a) Property taxes will be prorated at Closing based on the most recent information available, with the proration to be final and not subject to any post-closing adjustment.

(b) Purchaser will pay the fee for recording Seller's deed, one-half of the Title Company's closing fee, any endorsements to the title insurance policy requested by Purchaser, its attorney's fees and costs, all transfer taxes, and all other closing costs not paid by Seller as set forth in Section 8.1(c).

(c) Seller will pay its attorney's fees and costs, the premium for the title insurance policy based on the Title Commitment, one-half of the Title Company's closing fee, and any costs required to deliver title to the Property subject only to the Permitted Encumbrances.

8.2 **Settlement Statement**. At Closing, Seller and Purchaser will execute a Closing settlement statement to reflect the credits, prorations, and adjustments contemplated by or specifically provided for in this Agreement.

ARTICLE 9
REMEDIES

9.1 **Breach by Seller**. Time is of the essence of Seller's obligations hereunder. If Seller fails to comply with any of its obligations hereunder which are required to be performed at or prior to Closing, and such failure continues for three (3) business days after delivery of written notice thereof from Purchaser to Seller, Purchaser, at Purchaser's option, will be entitled to: (i) terminate this Agreement and obtain the prompt refund of the Deposit, whereupon both parties will be discharged from all duties and performance hereunder; or (ii) treat this Agreement as being in full force and effect and seek specific performance. The foregoing provisions of this Section 9.1 will not affect Purchaser's right to recover its attorney's fees from Seller under the provisions of Section 9.3.

9.2 **Breach by Purchaser**. Time is of the essence of Purchaser's obligations hereunder. If Purchaser fails to comply with any of its obligations hereunder which are required to be performed at or prior to Closing, and such failure continues for three (3) business days after delivery of written notice thereof from Seller to Purchaser, Seller, as its sole and exclusive remedy, will be entitled to terminate this Agreement and have the Deposit paid to Seller as liquidated damages. PURCHASER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX SELLER'S ACTUAL DAMAGES IN THE EVENT PURCHASER FAILS TO PURCHASE THE PROPERTY IN ACCORDANCE HEREWITH. THEREFORE PURCHASER AND SELLER AGREE A SUM EQUAL TO THE DEPOSIT REPRESENTS ALL SELLER'S COST WITH RESPECT TO THIS TRANSACTION, THE LOSS OF OTHER OPPORTUNITIES TO SELLER AND THE PROPERTY TAX AND INTEREST BURDEN OF CARRYING THE PROPERTY DURING THE PERIOD THE PROPERTY IS KEPT OFF THE MARKET AS A RESULT OF THIS AGREEMENT. SELLER AGREES TO ACCEPT THE SUM OF THE DEPOSIT AS ITS SOLE REMEDY IN FULL SATISFACTION OF SELLER'S DAMAGES. IT IS THE INTENT OF THE PARTIES THAT THE AMOUNT OF THE DEPOSIT WILL BE THE FULL AGREED LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY PURCHASER AND ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES ARE EXPRESSLY WAIVED BY SELLER. SELLER HEREBY WAIVES THE PROVISIONS OF ANY STATUTES WHICH ARE

INCONSISTENT WITH THE INTENT OF PURCHASER AND SELLER AS SET FORTH HEREIN. The foregoing provisions of this Section 9.2 will not affect Seller's right to recover its attorney's fees from Purchaser under the provisions of Section 9.3

9.3 **Attorney's Fees**. Notwithstanding any contrary provision contained in this Agreement (including the provisions of Sections 9.1 and 9.2), in the event of any litigation or legal action arising out of this Agreement, to the extent permitted by law, the court will award the prevailing party its reasonable costs and expenses incurred in connection with such litigation or legal action, including, without limitation, its reasonable attorney's fees and costs.

ARTICLE 10
GENERAL PROVISIONS

10.1 **Brokers**. Seller and Purchaser each hereby represent and warrant to the other that their only contact with the other or with the Property has been made without the assistance of any broker or other third party. Each of Seller and Purchaser will save and hold the other party free, clear and harmless from any claim, cost or expense, including reasonable attorney's fees, for or in connection with any claims for commissions or compensation claimed or asserted by or through each respective party in connection with the transaction contemplated herein.

10.2 **Entire Agreement**. No change or modification of this Agreement will be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement will be valid unless in writing and signed by the party against whom it is sought to be enforced. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged in this Agreement; and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as herein set forth.

10.3 **Survival**. All of the parties' representations, warranties, covenants and agreements hereunder, to the extent not fully performed or discharged by or through Closing, will not be deemed merged into any instrument delivered at Closing and will remain fully enforceable thereafter.

10.4 **Dates**. If any date set forth in this Agreement for the delivery of any document or the happening of any event (such as, for example, the expiration of the Contingency Period or the Closing Date) should, under the terms hereof, fall on a weekend or holiday, then such date will be automatically extended to the next succeeding weekday that is not a holiday.

10.5 **Governing Law and Venue**. This Agreement will be construed and enforced in accordance with the laws of the State of Colorado and venue for any action shall be in the County of Weld, State of Colorado.

10.6 **Notices**. Any notice required or permitted to be sent pursuant to this Agreement must be in writing and will be deemed given, sent, delivered and received upon the earlier of: (i) when personally or actually delivered; or (ii) by e-mail upon confirmation of receipt by the intended recipient; or (iii) one (1) business day after being deposited with a commercial overnight courier and sent by overnight delivery for next business day delivery, with all required charges prepaid, and addressed:

If to Seller:

GILLAM DEVELOPMENT CORPORATION
Attn: Bruce W. Gillam

3047 Argyll Lane,
Johnstown, CO 80534
Email: rhrfor97@aol.com

If to Purchaser:

TOWN OF JOHNSTOWN
Attention: Town Manager
450 South Parish
P. O. Box 609
Johnstown, CO 80534
Email: mlecerf@johnstownco.gov

Any address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section 10.6.

10.7 **Successors and Assigns**. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

10.8 **Counterparts**. This Agreement may be executed in multiple counterparts, all of which, together, will be deemed one and the same original document.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the Effective Date.

SELLER:

GILLAM DEVELOPMENT CORPORATION

By:_____
Bruce Gillam, President

PURCHASER:

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____
Hannah Hill, Town Clerk

By:_____
Troy D. Mellon, Mayor

EXHIBIT A
to
PURCHASE AND SALE AGREEMENT

DESCRIPTION OF THE PROPERTY

EXHIBIT B
to
PURCHASE AND SALE AGREEMENT

TOWN OF JOHNSTOWN PERMIT CREDIT

(Attached)

450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

March 5, 2024

Gillam Development Corporation
Attn: Bruce W. Gillam
100 Rolling Hills Ranch Dr.
Johnstown, CO 80534

Re: Town of Johnstown Permit Fee Credit

Dear Mr. Gillam:

As partial consideration for the sale of the real property known as Lot 1, Country Acres Tenth Filing, Town of Johnstown, County of Weld, State of Colorado, and by legal description as "Lot 1 COUNTRY ACRES 10TH FG," and street address as 1106 Sandra Drive, consisting of approximately .139 acres, and of the real property known as Outlot A, Country Acres Tenth Filing, Town of Johnstown, County of Weld, State of Colorado, and by legal description as "OUTLOT A COUNTRY ACRES 10TH FG," consisting of approximately .178 acres (collectively, the "Property"), by Gillam Development Corporation, a Colorado corporation ("Gillam"), to the Town of Johnstown, a Colorado home rule municipality ("Town"), the Town hereby provides a permitting fee credit to Gillam Development Corporation in the amount of Twenty-Six Thousand Nine Hundred Sixty-Three Dollars and Forty-Four Cents ($26,963.44) ("Permit Credit").

The Permit Credit may be used to offset building permit, water tap or sewer tap fees that may be due and owing to the Town on or after the Town's purchase of the Property and may be used by Gillam or a successor or assign of Gillam upon the written consent of Gillam.

Regards,

Matthew S. LeCerf
Town Manager

450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: March 4, 2024

SUBJECT: Public Hearing – Resolution 2024-11 Approving the North Ridge Design Guidelines

ACTION PROPOSED: Consideration of Resolution 2024-11 Approving the North Ridge Design Guidelines

ATTACHMENTS:
1. Resolution 2024-11 Approving the North Ridge Design Guidelines
2. Vicinity Map
3. Planning & Zoning Commission Agenda Memorandum
4. Staff Presentation
5. Applicant Presentation

PRESENTED BY: Tony LeFevre, Planner I

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration are the North Ridge Design Guidelines submitted by Ridge II HOLDCO, LLC covering approximately 59.9 acres of land, located east of I-25 and north of Larimer CR 18/Freedom Parkway (Attachment 2).

The subject property is part of the 2021 North Ridge Outline Development Plan (ODP) Amendment 1 that modified the land uses and provided minimal design standards. The design guidelines presented here will supersede the 2021 ODP Amendment 1 design guidelines but will not change the zoning or overarching mix of land uses over the aforementioned 59.9 acres. The North Ridge Design Guidelines were submitted in March 2022 and are part of a larger effort by the developer to provide standardized Design Guidelines across North Ridge, The Ridge and adjacent retail, commercial and residential properties. The North Ridge Design Guidelines have not been previously reviewed by Town Council.

The Planning and Zoning Commission (PZC) held a public hearing on February 14, 2024 to consider the North Ridge Design Guidelines. The Planning & Zoning Commission Agenda Memorandum (Attachment 3) provides additional background and analysis. The Commission approved a motion to recommend to Town Council approval of the North Ridge Design Guidelines with the condition of

updating the reference documents in Section 2.9. The reference documents have been updated to reflect the most current Town of Johnstown reference documents at the time of any project submittal.

The North Ridge Design Guidelines are in substantial compliance with the Town of Johnstown Land Use Code effective December 5, 2023.

COMPREHENSIVE PLAN COMPLIANCE
GOAL L1 of the adopted Johnstown Comprehensive Plan reads as follows: Ensure neighborhood character and amenities contribute to the health and wellbeing of diverse residents. Staff finds that the proposed design guidelines further this goal, because they establish consistent design standards for a large project area.

STRATEGIC PLAN ALIGNMENT:

- Natural & Built Environment
    - *Expect and encourage community centered design*

Staff finds that the proposed design guidelines correlate directly with the Goal and Strategy listed above. Establishing comprehensive design guidelines for large projects and project areas creates neighborhood cohesion and an elevated sense of community beautification.

LEGAL ADVICE:

The Town Attorney prepared the Resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Resolution 2024-11, approving the North Ridge Design Guidelines.

SUGGESTED MOTIONS:

For Approval: I move to approve Resolution No. 2024-11 accepting the North Ridge Design Guidelines.

For Denial: I move to deny Resolution No. 2024-11.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2024 -11

APPROVING THE NORTH RIDGE JOHNSTOWN DESIGN GUIDELINES

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

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

WHEREAS, Ridge II HoldCo, LLC, a Delaware limited liability company, submitted an application to the Town for approval of the North Ridge Johnstown Design Guidelines dated January 24, 2024, for use and application at the North Ridge, a subdivision located at the northeast intersection of Interstate 25 and Freedom Parkway; and

WHEREAS, on February 14, 2024, the Planning and Zoning Commission held a public hearing and recommended approval of the North Ridge Johnstown Design Guidelines; and

WHEREAS, on March 4, 2024, the Town Council held a public hearing concerning the North Ridge Johnstown Design Guidelines; and

WHEREAS, based upon the evidence received at the public hearing, the Town Council finds that the adoption of the North Ridge Johnstown Design Guidelines is in the best interests of the Town and the North Ridge subdivision and desires to approve the North Ridge Johnstown Design Guidelines.

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

Section 1: The North Ridge Johnstown Design Guidelines dated January 24, 2024, attached hereto and incorporated herein by reference as Exhibit A, are hereby approved and adopted.

Section 2: This Resolution shall be effective upon adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this __ day of _____, 2024.

ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

By: _____ By: _____

Hannah Hill, Town Clerk Troy D. Mellon, Mayor

EXHIBIT A

NORTH RIDGE DESIGN GUIDELINES

NORTH RIDGE
JOHNSTOWN

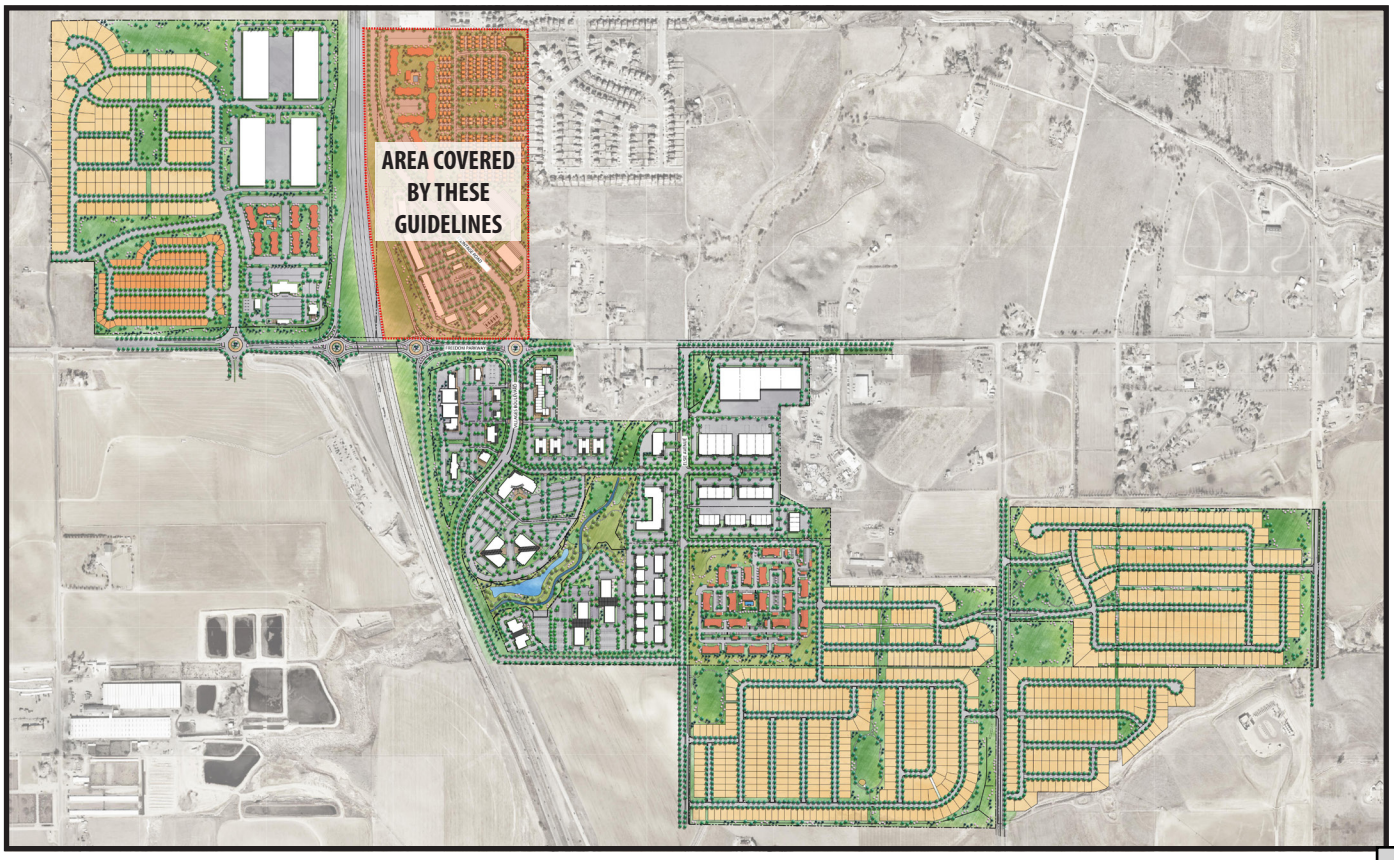
DESIGN GUIDELINES

February 23, 2024

DEVELOPER:
RIDGE II HOLDCO, LLC
Roy Bade
8901 E Mountain View Rd, Ste 150
Scottsdale, AZ 85258
480-398-4594

LANDSCAPE ARCHITECTURE AND GUIDELINE PREPERATION
RIPLEY DESIGN, INC.
LAND PLANNING, LANDSCAPE ARCHITECTURE
Russell Lee, PLA
419 Canyon Avenue, Suite 200
Fort Collins, CO 80521
970-224-5828

CIVIL ENGINEER:
TST CONSULTING ENGINEERS
Jonathan Sweet, PE
748 Whalers Way
Fort Collins, CO 80525
970-226-0557



CONTENTS

1.0 Introduction

1.1 PURPOSE AND INTENT OF THE GUIDELINES

North Ridge is a master-planned community located at the north east intersection of Interstate 25 and Freedom Parkway in the growing Johnstown area. It is important to provide design guidelines that maintain the unique character and principles of the development and reflect the importance of the larger regional context. The purpose of the guidelines is to provide a manual to ensure that the character of North Ridge is maintained throughout the development and to provide instruction on acceptable site planning, circulation, streetscapes, parking, open space, landscaping, signage, site furnishings and lighting.

The design guidelines should be utilized by the Developer, builders, designers, architects, engineers, planners, and residents to find design, construction, and maintenance information for the community. These guidelines are to be used in conjunction with the North Ridge ODP documents. Section 1 contains the vision, site opportunities and constraints, proposed land use plan and information regarding submittal information for design review by the North Ridge Design Review Committee (DRC) and the Town of Johnstown (JRC). Community-wide design elements that convey the character of North Ridge are located in Section 3. The General Design Guidelines (Section 3) apply to all development and specific types of development requirements are located in Section 3. Civic uses should follow the guidelines for the areas in which they are located and will be reviewed on a case by case basis. Definitions can be found in the last section.

The Design Guidelines sections are as follows:

- Introduction
- Procedures
- General Design Guidelines for Development
- Definitions

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

In addition, all developments within North Ridge are subject to the performance standards and guidelines that are contained in this document. In cases where this document or the approved development entitlement document for a given property is silent, the Town of Johnstown standards and regulations, in place at the time of project submittal, shall apply. Interpretation of conflicts within the zoning documents and the land use code shall be resolved by the Johnstown Board of Appeals. Refer to the Outline Development Plan for a summary of the types of land uses that are envisioned and corresponds to the specific design guideline sections in this document. All guidelines and standards are subject to the reasonable discretion of the DRC and JRC, which shall make a final determination in good faith.

The provisions of these Guidelines shall supersede any conflicting provision of the Johnstown Municipal Code and may only be modified to protect the health, safety, and welfare of the general public by the Town Board following at least thirty (30) days written notice to the record owner of any real property effected by the modification.

1.2 THE VISION

The vision for North Ridge is that of a high quality regional commerce center and mixed-use community that responds to the needs of the area and market forces, integrates with the natural environment, and provides vibrant places for people to shop, work, live and socialize. North Ridge will perform as a live, work, commerce concept that allows land uses such as residential, office and retail to relate to one another in an attempt to promote a mixed-use community. The character of the development is conveyed in the streetscape and signage allowing uses to express their individual themes without taking away from the overall development character. Key intersections will allow for landmarks that add to the development's character and provide interest on both the vehicular and pedestrian level.

1.3 SITE DESCRIPTION

The North Ridge site is ideally located at the intersection of I-25 and State Highway 402 on land that has historically been used for farming. The site is bordered on the north and east by the Thompson River Ranch subdivision that includes the Tabernacle just north of the boundary among mostly residential homes and opens spaces and a new elementary school. The site is bordered on the south by Freedom Parkway providing immediate access to I-25 with the newly constructed interchange and access to The Ridge mixed-use development to the south. The site is relatively flat, as typically is the case for farmland, and features prominent views from the highway into the site and from the site out to mountains. Major vehicular access points are located along Freedom Parkway and the Frontage Road. Proposed access points are illustrated in the proposed land use plan. Existing utility easements and rights-of-way are discussed in Section 3.1.3.

1.4 PROPOSED LAND USE

The Outline Development Plan (ODP) illustrates areas for development by breaking them down into categories. Categories may include more than one use; however, each use shall follow the general design guidelines as established in the following two sections, as well as the guidelines for specific uses established in Section 3. See the ODP drawings for land use metrics.

1.4.1 LAND USE SETBACKS

BUILDING SETBACK FROM HIGHWAY	50′
BUILDING SETBACK FROM ARTERIAL	25′
BUILDING SETBACK FROM FRONTAGE ROAD	20′
BUILDING SETBACK FROM ROW	20′
BUILDING SETBACK FROM SIDE AND REAR	20′
PARKING AND DRIVE SETBACK FROM SIDE AND REAR PROPERTY LINES	5′
PARKING SETBACK FROM ARTERIAL AND COLLECTOR STREETS	10′
PARKING SETBACK FROM LOCAL STREETS	5′

1.5 LAND USES

The land uses on the following pages show the general intent within each land use category. The lists contain specific examples for guidance purposes, but not by way of limitation. Refer to latest approved plans.

1.5.2 RESIDENTIAL PRINCIPAL USES

A. Single-family detached dwellings
B. Single-family attached dwellings

1.5.3 RESIDENTIAL SECONDARY USES

A. Fee simple townhomes
B. Condominiums

1.5.4 PUBLIC PARKS AND RECREATION AREAS

A. Public recreation

1.5.5 RESIDENTIAL PERMITTED ACCESSORY USES

A. Private garages and paved parking areas
B. Private residential and private group outdoor recreational facilities, including by way of example, but not of limitation, swimming pools and tennis courts
C. Home occupations, subject to the limitations listed in the Town of Johnstown Zoning Code, and limited in that uses shall be conducted entirely within the dwelling, no advertising is displayed on the premises and no exterior storage is created
D. Service buildings and facilities normally incidental to the use of a park or recreation area
E. Any other structure or use clearly incidental to and commonly associated with the operation of a use permitted by right

1.5.6 MULTI-FAMILY RESIDENTIAL PRINCIPAL USES

A. Multi-family dwellings including by way of example apartments, condominiums, lofts, flats, rowhomes, and townhomes.
B. Private recreation
C. Private clubhouse, club, and lodge
D. Mixed-Use buildings containing both commercial and residential uses.

1.5.7 MULTI-FAMILY RESIDENTIAL PERMITTED ACCESSORY USES

A. Leasing or sales offices and facilities.
B. Maintenance shop and facilities.
C. Private garages, parking structures, and paved parking areas.
D. Storage facilities for on-site residents.
E. Private residential and private group outdoor recreational facilities, including by way of example, but not of limitation, swimming pools, basketball courts, playgrounds, and tennis courts
F. Home occupations, subject to the limitations listed in the Town of Johnstown Zoning Code, and limited in that uses shall be conducted entirely within the dwelling, no advertising is displayed on the premises and no exterior storage is created
G. Service buildings and facilities normally incidental to the use of a public park or recreation area
H. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right

1.5.8 RETAIL PRINCIPAL USES

A. Retail stores including, but not limited to, food stores, delicatessen, bakery goods store, liquor store, hardware store, drugstore, regional department stores, general merchandise, grocery, clothing, membership and wholesale clubs, showroom warehouse, sporting goods, specialty shops etc.
B. Customer service establishments including, but not limited to, barber and beauty shops, restaurants and/or bar, drive-thru and drive-in restaurants, shoe repair shop, coin- operated laundromat and dry-cleaning establishment, fine art studio, etc.
C. Banks and financial institutions
D. Medical and dental clinics and other health care
E. Commercial lodging
F. Travel Centers
G. Theater, performance and music venues, both indoor and outdoor.
H. Rental and servicing establishments. Minor repair of consumer products like musical instruments, tools, appliances, cell phones, computers etc.
I. Convenience/gasoline service stations and travel centers
J. Motor vehicle sales, parts and service
K. Retail sales of furniture, fixtures, equipment, home supplies and hardware
L. Health clubs, exercise establishments, and recreation facilities
M. Mixed-Use buildings containing: (i) a combination of commercial uses or (ii) a combination of commercial and residential uses, provided that residential uses on the first floor shall not exceed 50% of the Gross 1st Floor Building Area, excluding any internal or structured parking facilities.
N. Indoor and/or outdoor and family entertainment and/or recreation facilities

1.5.9 RETAIL PERMITTED ACCESSORY USES

A. Garages for storage of vehicles used in conjunction with the operation of business
B. Brewing and/or distillation of alcoholic beverages in conjunction with the operation of a restaurant, bar or tap room
C. Off-street parking and loading areas
D. Commercial parking facilities

1.5.10 OFFICE PRINCIPAL USES

A. Business and professional offices
B. Banks and financial institutions
C. Call centers
D. Hospitals, surgery centers, skilled nursing centers, medical and dental clinics and other health care
E. Public administrative offices and service buildings
F. Public utility offices and installations
G. Public library
H. Private club or lodge

I. Research and development, laboratories
J. Commercial lodging
K. Passenger transportation terminals
L. Vocational and trade schools, colleges and universities, distance learning, early childhood and daycare.
M. Elementary, Middle, Junior and Senior High Schools. Outdoor storage will be allowed for storage of components necessary for school use
N. Laboratory and research facilities

1.5.11 OFFICE PERMITTED ACCESSORY USES

A. Garages for storage of vehicles used in conjunction with the operation of business
B. Off-street parking and loading areas
C. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right

1.5.12 LIGHT INDUSTRIAL PRINCIPAL USES

A. Manufacturing, assembly, processing and fabrication plants
B. Transportation terminals, including trucking
C. General warehousing
D. Brewing and distillation of alcohol
E. Distribution centers
F. Printing and publishing houses and related activities
G. Automobile repair shops, repair and/or service
H. General contractors and special trades contractor specializing in one or more trades of which the following are examples: plumbing and heating, painting and decorating, electrical work, glazing, insulation, carpentry and masonry
I. Public utility offices and installations
J. Enclosed Climate Controlled Storage Facilities

1.5.13 LIGHT INDUSTRIAL ACCESSORY USES

A. Office, enclosed storage, power supply, warehouse distribution and other such uses normally auxiliary to the principal industrial use. Outdoor storage will be allowed for storage for necessary components of production. Outdoor storage shall be screened according to section 3.5.4 Screening.
B. Motor vehicle storage
C. Motor vehicle residential quarters for guards or caretakers
D. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right
E. Outside storage with screening as specified in section 3.5.4

1.5.14 FLEX PRINCIPAL USES

A. Experimental, testing and research laboratories
B. Passenger transportation terminals
C. Data Centers
D. Enclosed Climate Controlled Storage Facilities

1.5.15 FLEX ACCESSORY USES

A. Office, enclosed storage, power supply and other such uses normally auxiliary to the principal flex use. Outdoor storage will be allowed for storage for necessary components of production
B. General warehousing
C. Distribution centers
D. Parking and service areas
E. Residential quarters for guards or caretakers
F. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right

1.5.16 OUTDOOR AND INDOOR FAMILY ENTERTAINMENT

A. Restaurant
B. Offices
C. Educational classrooms
D. Facilities for games of skill, athletic competition, and/or recreation (for example driving ranges, bowling alleys, ice rinks, swimming), electronic entertainment

1.5.17 OPEN SPACE PRINCIPAL USES

A. Public or private parks and recreation areas
B. Public, private, commercial and private group outdoor recreational facilities
C. Buffers
D. Trails
E. Native areas
F. Wildlife habitat

1.5.18 OPEN SPACE ACCESSORY USES

A. Service buildings and facilities normally incidental to the use of a public park and recreation area
B. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right

2.0 Procedures

2.1 Design Review Committee & Procedures for Submittals & Approvals for Development Projects

Johnstown and the Property Owners agree to develop and agree to performance standards for the purpose of addressing design considerations including architectural, site planning, landscaping, streetscape and sign elements for land uses within North Ridge. North Ridge Design Guidelines are the performance standards and serve as the design standards for the property owners' association, if any exists.

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

2.2 NORTH RIDGE DESIGN REVIEW COMMITTEE (DRC)

The purpose of the DRC is to ensure proposed developments meet the standards as established in the Design Guidelines in order to maintain a consistency of planning and design for the entire project. The North Ridge Design Guidelines legally apply to all land that is part of North Ridge, regardless of ownership, and are in addition to the zoning and land use regulations of local government. The Design Guidelines and supporting documents are administered and enforced by the DRC, which shall consist of the following five members: one Civil Engineer with a minimum of ten years of experience in land planning or development, one Landscape Architect/Architect/Planner with a minimum of ten years of experience in land planning or development, two North Ridge development property owners and one representative from a commercial real estate brokerage or development company with a minimum of ten years of experience.

2.2.1 DRC APPROVAL PROCESS

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

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

DRC process includes:

- Pre-design Conference
- Design Development (includes plans and elevations)
- Final submittal

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

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

2.3 JOHNSTOWN REVIEW COMMITTEE (JRC)

The Town's Review Committee will be composed of members prescribed by Johnstown Municipal Code, or currently established process. The Design Review Committee may seek the assistance of any other Town employee or consultant whose expertise is necessary to review the application. All Town subdivision and re-subdivision requirements, building codes, permits and fees, as adopted by the Town, do apply.

2.3.1 JRC APPROVAL PROCESS

All individual development projects in North Ridge shall be reviewed and approved by the Town pursuant to this approval process. This approval process shall supersede and replace all other Town approval processes for land use developments set forth in the Town of Johnstown's Zoning Code, Comprehensive Plan and any other applicable Municipal Ordinance provisions.

2.3.2 PRE-APPLICATION

The applicant shall schedule a pre-application conference with the Town Planner prior to submittal of any project proposal. The intent of this initial meeting shall be as follows:

A. To informally discuss the overall context and development objectives for the proposed project.
B. To review how the project has interpreted the guidelines and criteria for development of the project as set forth in the Design Guidelines.
C. To review a sketch plan and architectural design concepts prepared by the applicant which illustrates overall site development and major site development components. The sketch plan is intended to be a very preliminary sketch of the development concept and not a formal site plan.

2.3.3 FINAL DEVELOPMENT PLAN SUBMITTAL AND PROCESS

All development projects shall be submitted in compliance with current Town standards and codes. Accompanying the application shall be all required fees as well as a certification from the North Ridge DRC stating that the development as proposed in the application meets all the applicable standards and guidelines of the North Ridge Design Guidelines. If the Town determines that the application is complete, the application shall then be reviewed by the JRC. If the Town determines that the application is incomplete, the Town shall specify in writing the specific ways in which the application is insufficient or incomplete. The JRC shall review the application for conformance with all of the applicable terms and conditions of the North Ridge Design Guidelines. Review of the application by the JRC is administrative in nature for the purpose of determining that the proposed development as set forth in the application complies with the terms and conditions of the North Ridge Design Guidelines. The JRC has the right to grant variances to the North Ridge Design Guidelines based upon the applicant's ability to demonstrate innovative approaches to design solutions, or future market conditions which the JRC feels is advantageous to, and in conformity with, the intent of the North Ridge Guidelines. In no event shall the JRC grant a variance to the permitted uses in a development parcel.

2.4 JRC APPROVAL

The JRC shall approve the application if it complies with the applicable terms and conditions of the North Ridge Design Guidelines. The JRC may approve the application with conditions. Said conditions shall be specifically related to compliance with standards and guidelines in the North Ridge Design Guidelines and any and all applicable codes, standards, and regulations. If not addressed within the North Ridge Design Guidelines the latest Town of Johnstown standards, codes and regulations shall apply. In the event the JRC determines that the proposed development in the application does not comply with the Design Guidelines, the JRC shall specify in writing the specific reasons in which the application does not meet the applicable criteria.

2.5 JRC APPEALS

The decision of the JRC may be appealed by the applicant to the Johnstown Town Council. The appeal shall be in writing and shall be made within forty-five (45) days of the of the date of the transmittal of the JRC's decision. The Johnstown Town Council shall hear the appeal within forty five (45) days of the filing of the appeal by the applicant. The decision of the Johnstown Town Council on the appeal shall be final.

2.6 ADDITIONAL CRITERIA & UPDATES

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

2.7 VARIANCES

The DRC may authorize variance from these criteria when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental objectives or considerations may warrant, insofar as they are not superseded by applicable Town of Johnstown zoning regulations. Such variances must be approved by the DRC and JRC. A variation of up to 20 percent in dimensional standard is allowed if it improves the project design or an unreasonable hardship can be demonstrated.

2.8 FINAL PLAN AMENDMENTS

Amendments to final plans must be approved by the DRC and JRC.

2.9 RELATIONSHIP TO OTHER DOCUMENTS

The Design Guidelines establish the guiding principles for review and processing of each development. There are other documents that were used as reference for the Design Guidelines or may be referred to for information not found within the Design Guidelines. The version currently in place at the time the project is submitted.

Other Town Guidelines to supplement the Design Guidelines are below:

A. Town of Johnstown Municipal Code
B. Johnstown Area Comprehensive Plan
C. Johnstown/Milliken Parks, Trails, Recreation and Open Space Plan
D. Town of Johnstown Landscape Standards and Specifications
E. Johnstown Criteria and Construction Regulations
F. Johnstown Transportation Plan
G. Governing Documents of the property owners' association (if any exists) or Metro District.

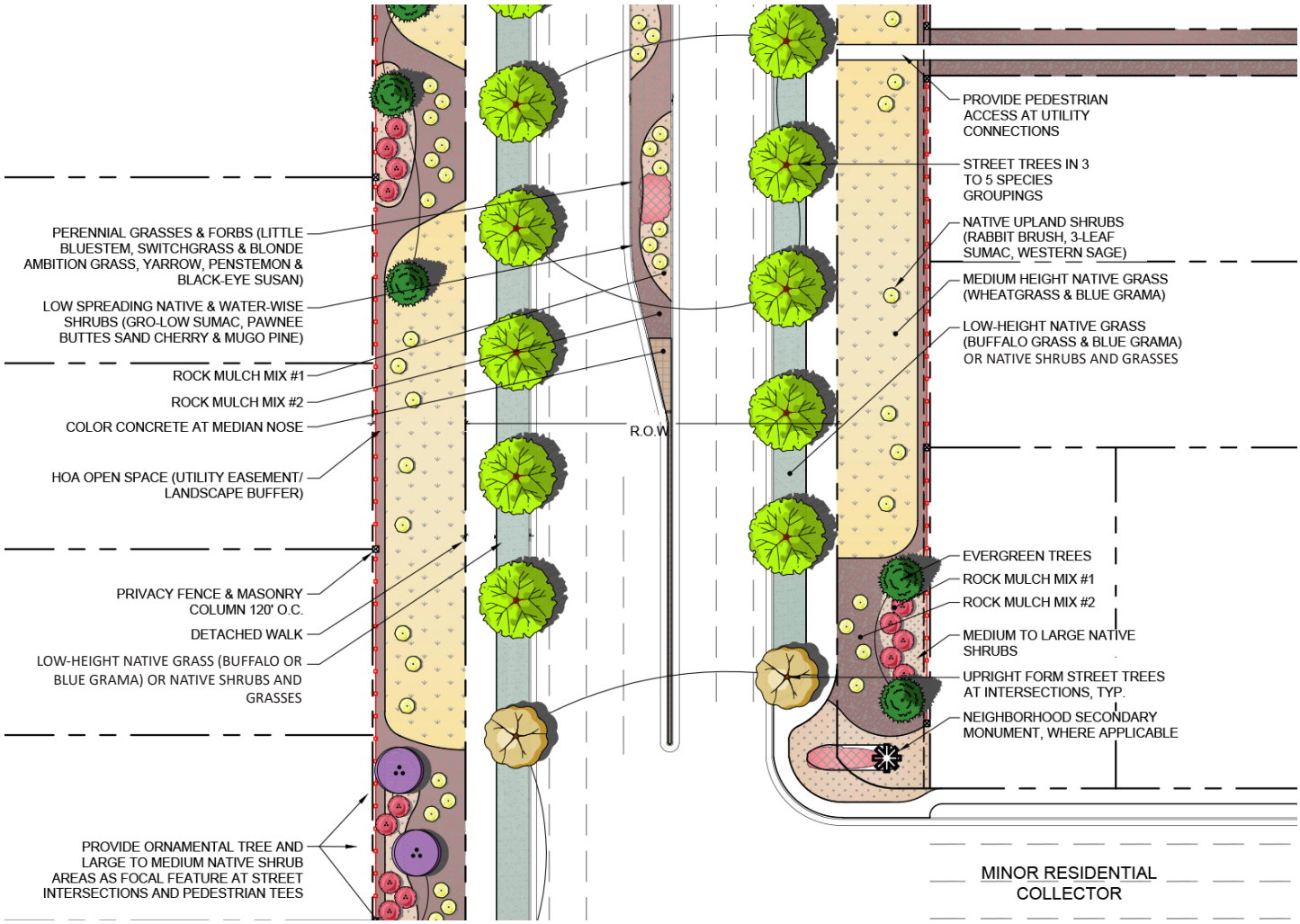
2.10 STREETSCAPE DESIGN

2.10.1 ENTRIES

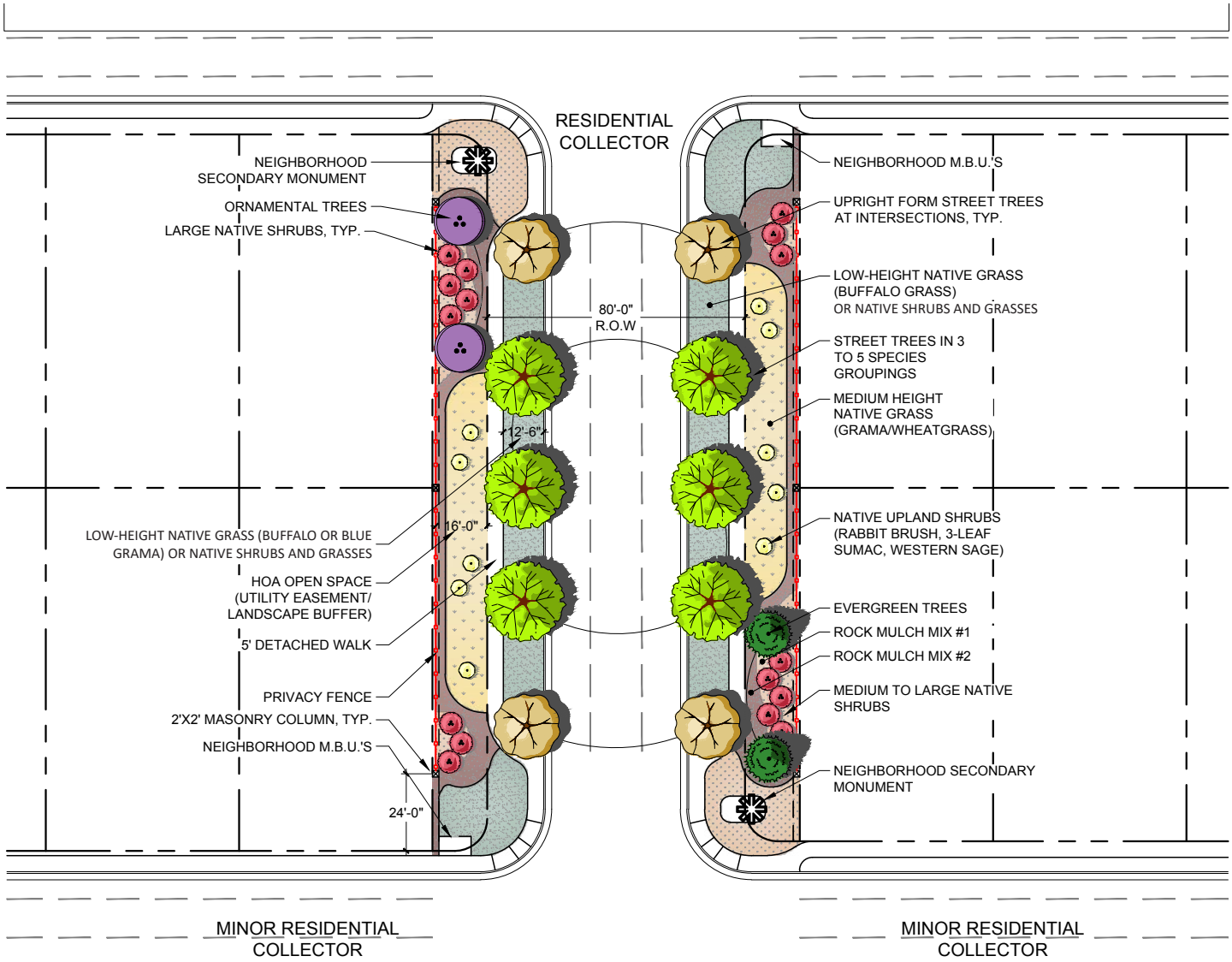
North Ridge entries will contain both signage and landscaping that tie into the overall development streetscape design. The ODP plan illustrates the major and minor entries into the site.

2.10.2 ARTERIALS AND COLLECTORS

Due to the size of the development, planting of arterial and collector streets will be treated in a similar fashion in order to create a unified and significant streetscape image. The streetscape design emphasizes xeriscape principles. A varying mix of deciduous trees will be planted in alternating rows in order to create a pleasant pedestrian experience. Both drought-tolerant turf and stone will be used for the ground-cover in order to minimize water usage, reduce maintenance, and provide contrasting textures and colors. Shrubs will be planted in masses within areas to emphasize the streetscape forms, screen cars and provide landscape interest. Occasional boulders located along the streetscape will add visual interest as well as tie sign materials into the streetscape. Medians will be planted in a similar fashion or will be constructed of colored & stamped concrete.



ARTERIAL STREET LANDSCAPE DESIGN INTENT-(SEE NORTH RIDGE ODP AND TRAFFIC STUDY FOR ARTERIAL DIMENSIONS)



COLLECTOR STREET LANDSCAPE DESIGN INTENT--(SEE NORTH RIDGE ODP AND TRAFFIC STUDY FOR COLLECTOR DIMENSIONS)

2.11 LANDSCAPE GUIDELINES FOR PUBLIC PROPERTY

2.11.1 ARTERIAL RIGHTS–OF-WAY LANDSCAPING

Arterial landscaping shall be designed and submitted along with the infrastructure plans. The developer or the builder is responsible for landscaping the entire area from the back of the curb to the property line at the time the adjacent land develops for a specific use. Additionally the developer or the builder is responsible for water dedication for landscape between the curb and property line. Arterial landscaping is intended to provide an overstory street canopy along arterial streets and a landscaped area between the street and pedestrian areas. The right-of-way will be landscaped with at least one (1) tree for every fifty (50) linear feet of right-of-way and 50% of the landscape areas shall be covered with plant material within five (5) years of installation.

A. Trees will be placed to create a street tree canopy that provides an aesthetic gateway along arterial streets and also functions to cool street pavement.
B. No single tree species may constitute more than 25% of all trees, either on a specific site or ROW landscaping associated with a project.
C. Xeric landscape design and principals are encouraged
D. Arterial Right of Way - This section is intended to provide as close to the full arterial landscaping requirement as allowed or recommended by the local and state jurisdictions.
E. Collector Street Rights-Of-Way. The Developer is responsible for landscaping the entire area from the back of the curb to the property line at the time the adjacent land develops for a specific use. Collector street landscaping is intended to provide an overstory street canopy along collector streets and a landscaped area between the street and pedestrian paths.
F. Overstory/shade trees will be provided between the curb and the sidewalk with at least one (1) overstory/shade tree for every fifty (50) linear feet of right-of-way.
G. 50% of the landscape areas shall be covered with plant material within five (5) years of installation.
H. Xeric landscape design and principals are encouraged

2.11.2 GUIDELINES FOR PRIVATE DRIVES

A. All Private Drives to be a part of new development shall be constructed to full section width including full depth asphalt, curb and gutter along both sides.
B. Where Private Drives are existing, and adjustments or damage occurs due to new development, such new developments are responsible for patching and repairing the drives per Town Standards.
C. Alternate materials such as grass pavers may be approved for emergency access lanes not used for primary traffic at the discretion of the DRC /JRC, the local Fire Authority.

2.11.3 PARKS, OPEN SPACE, REGIONAL DETENTION AND NATURAL AREAS

A. Parks, trail, and open space shall be in conformance with the requirements of the Town, as well as all applicable standards, specifications, and codes, at the time of project submittal.

3.0 General Design Guidelines for Development

3.1 SITE ENGINEERING

This section applies to all development within North Ridge and contains specific information on performance standards and guidelines for the design of public areas and private property, construction practices, landscape maintenance and the acceptable plant palette. In utilizing these regulations, one should remain flexible in approach to site design given the characteristics of the site, the nature of the use and the intent of these standards.

3.1.1 SITE PLANNING & DESIGN

Site Design, Building Placement and Orientation

A. Minimize environmental impact through sensitive design and mitigation.
B. If possible, orient the long axis of the buildings north-south to avoid winter ice conditions created by long north-facing facades.
C. Utilize trees to maximize shade in summer and reduce heat gain of paved surfaces.

3.1.2 STORM DRAINAGE

The goal of the design of sites is to minimize runoff and design needed storm drainage systems to meet basic engineering requirements while using the most current technology to improve the quality of the storm water before it reaches natural systems that may be affected by poor water quality. This philosophy reduces infrastructure costs, increases groundwater recharge and improves the environment.

A. Site drainage shall be compatible with adjacent property drainage and in accordance with the overall master drainage plan for North Ridge. Storm drainage shall not run on a neighbor's lot at rates higher than historic rates prior to construction of the subdivision.
B. Excess run-off from the site shall be minimized with sites graded to provide positive drainage away from buildings.
C. Water from parking lots, roof drains and other areas should be consciously directed to landscape areas that could benefit from the additional water rather than piping it off the property, thereby reducing the need for irrigation water and improving water quality by filtration through landscape materials. Roof drains on north side shall be piped to an open space.
D. Drainage shall be conveyed along dedicated streets, private drives and swales along property lines, or in open space corridors. Drainage will be sheet flow and surface drained where possible; however, below-grade drainage using storm sewer piping and culverts may be required.
E. Drainage structures in sidewalks and bike paths must be placed flush with the surface, and grate patterns cannot have openings larger than 3/8 inch. Surface storm water or irrigation should not be discharged across sidewalks; and there should be no point discharges into curbs to prevent traffic-impeding surges into the street.
F. No concentrated drainage over walks, drives or trails shall occur.
G. Detention areas or other landscape areas that are not used to meet the open space standards of these Landscape Guidelines shall be landscaped as follows:
    a. Dryland grass or other approved vegetation will be the primary ground cover. All areas within the floodplain, including, but not limited to, the detention area bottom, shall be planted with buffalo grass or other dryland grass if it is maintained free of weeds and irrigation is provided until the grass is fully established. Live plant material other than dryland grass may be planted if it is suitable to the area and is maintained free of weeds and irrigation is provided.
    b. Detention areas will be landscaped around the perimeter with plant groupings sensitive to the detention area design and will include at least one (1) tree and five (5) shrubs for every 100 linear feet of perimeter. Trees and shrubs are encouraged in other landscape areas where appropriate.
    c. Clusters shall be separated by a minimum of twenty (20) feet as measured at maturity.

3.1.3 UTILITIES, EASEMENTS & RIGHTS-OF-WAY

A. Proposed infrastructure within North Ridge will be designed to meet the Town of Johnstown Design Criteria and Construction Regulations which are adopted at the time the project is submitted.

3.1.4 GRADING

A. Provide positive drainage away from foundations.
B. Site buildings to minimize cut and fill earthwork operations.
C. There shall be no grading beyond the limits of each property except as agreed upon by adjacent owners.

D. Maximum slope 3:1. Maximum 4:1 slope for areas that require mowing.
E. With grading design:
   a. Avoid un-natural rectilinear forms, abrupt grade transitions, slopes greater than 3:1 max. side slopes
   b. Provide irregular forms that imitate nature, smooth transition to adjacent grades, varied side and bottom slopes, gentle side slopes and constant side and bottom slopes where possible

3.2 PEDESTRIAN, BICYCLE AND OTHER NON-MOTORIZED CIRCULATION

3.2.1 WALKWAY DESIGN CRITERIA

A. All streets shall have sidewalks. The minimum width of sidewalks shall be five (5) feet for residential and collector streets and ten (10) feet for arterial streets.
B. Arterial streets shall have detached sidewalks and sidewalks shall adjoin the curb and gutter at all intersections.
C. Internal pedestrian walkways shall be distinguished from driving surfaces through a change in paving materials or painted cross walks.
D. Provide logical pedestrian connectivity from the street and parking areas to the buildings main entrance.
E. Provide minimum five (5) feet clear walking area after car overhang (seven (7) foot minimum walk width adjacent to head-in parking and five (5) foot minimum walks apply in all other cases).

3.2.2 BIKE LANES

Bike Lanes shall be provided as required by Johnstown street design standards.

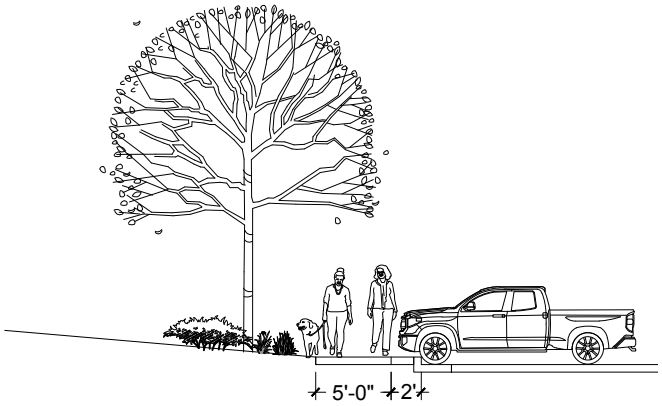
3.2.3 RECREATIONAL PATHS & TRAILS

Shall meet the criteria as established in the Johnstown/Milliken Parks, Trails, Recreation and Open Space Plan in place at the time the project is submitted.

3.3 VEHICULAR ACCESS & CIRCULATION

3.3.1 PARKING OVERHANG

Design of vehicular drives/roadways and parking areas shall meet the criteria as established in the Town of Johnstown Design Criteria and Construction Regulations and all other Town standards, specifications and regulations in place at the time of project submittal.



3.3.2 EMERGENCY ACCESS

Provide access for fire, police, ambulance, and other emergency vehicles to buildings in accordance with Loveland Fire and Rescue Authority Development and Construction Requirements. Such access should be fully capable of supporting such vehicles. Where possible, connect emergency access routes between adjacent properties.

3.3.3 SIGHT TRIANGLES

Shall meet the AASHTO requirements and the Town of Johnstown standards, specifications, and regulations in place at the time of project submittal.

3.3.4 DRIVE-THROUGH FACILITIES

Drive-through facilities are a convenient service; however they may create barriers to pedestrian movement and present an unattractive appearance unless they are thoughtfully designed and located.

A. Drive-through facilities shall be located on the site and not on public right-of-way.
B. There shall be no stacking of waiting vehicles into the public right-of-way, primary interior circulation routes or across pedestrian walkways.
C. Drive through windows, menu boards and stacking areas shall be subject to the same set back and screening requirements as parking lots.
D. Each drive-through restaurant shall be permitted no more than two (2) free-standing or wall- mounted menu boards, which shall not exceed 35 square feet in area or six (6) feet in height and shall be located adjacent to and oriented toward the drive-through lane. One (1) order confirmation board may

also be permitted per menu board and shall not exceed a four (4) foot height and three (3) square foot sign area

E. Provide vehicular and pedestrian access to existing and future adjacent properties where feasible.

3.4 PARKING

3.4.1 PARKING LOT DESIGN

Sufficient parking should be provided for each development so as to avoid conditions that lead to parking on public streets and private drives.
The dimensions of parking spaces will be per the Town of Johnstown Off-street Parking Regulations, at the time in which the Design Guidelines are adopted, or The approved development plan for the property. Where a use falls under multiple categories listed below the more specific use requirement will apply.
Minimum parking requirements are listed in the following table. The DRC & JRC, at their discretion, reserve the right to require a parking study for any new development. If a permitted use is not identified below, the DRC may exercise reasonable discretion based on similar uses listed below or, if similar uses are not noted below, based on research of other adequately parked similar uses.

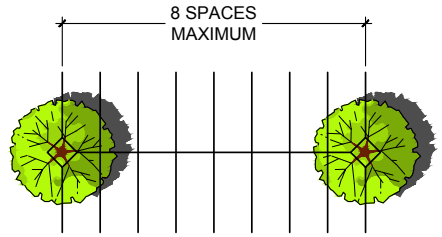
USE	***PARKING REQUIREMENTS***
Single-family residence	2 spaces per dwelling unit
Multifamily residence	1 space per dwelling unit (Studio / 1 bedroom) 1.5 spaces per dwelling unit (2 bedroom) 1.75 spaces per dwelling unit (3 bedroom) 2 spaces per dwelling unit (4+ bedroom) Attached Single Family (duplex, rowhome) shall provide required spaces in an enclosed garage.
Elementary schools	2 spaces for every classroom
Junior High Schools	1 space for every 5 students of max auditorium capacity
Senior High Schools	1 space for every 5 students of max auditorium capacity
Hospitals	1 space for every 2 beds
Clinics	5 spaces for every practitioner
Warehouse and Distribution	1 space for every 1,250 sq. ft. of G.L.A. & 1 trailer space per dock door
Flex, Flex R&D, & Trade Contractors	1 space for every 350 sq. ft. of G.L.A.
Manufacturing	1 trailer space per dock door & the greater of: (i) 1 space for every 2 employees or (ii) 1 space for every 1,250 sq. ft.
Commercial Office Buildings	1 space for every 300 sq. ft. of G.L.A.
Retail Stores	1 space for every 250 sq. ft. of G.L.A.
Gun Range	2 spaces for every gun range lane
Customer services establishments	1 space for every 200 sq. ft. of G.L.A.
Call Centers	1 space for every 100 sq. ft. of G.L.A.
Restaurant and/or Bar	5 spaces for every 1000 sq. ft. minimum of G.L.A. & 1 space for every 200 sq. ft. of cumulative patio/deck area for a single user. Patios and/or decks under 500 sq. ft. are exempt.
Shopping Center	1 space for every 250 sq. ft. of G.L.A.
Outdoor and Indoor Family Entertainment	1 space for every 250 sq. ft. of G.L.A.
Public assembly facilities provided for churches, theaters, auditoriums, etc.	1 space for every 3 seats seated audiences
Heath Clubs	7 spaces for every 1000 sq. ft. of G.L.A.
Sports Facilities	Applicant to provide parking study to determine parking requirements
Independent senior living parking standard	1 space per dwelling unit and 1 space per 3000 s.f. of non-residential space excluding utility rooms.

Assisted living and memory care facilities	0.5 spaces per bed

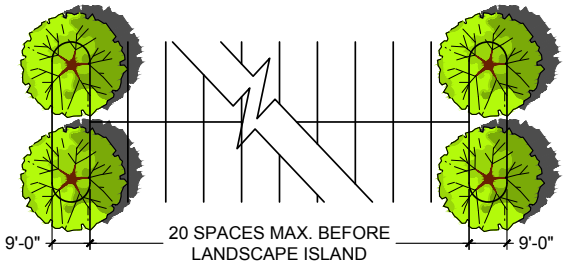
3.4.2 DESIGN OF PARKING LOTS

Design parking lots to current Americans with Disabilities Act (ADA) standards. Provide equal access in a manner that integrates handicapped-accessibility with ordinary accessibility, rather than separately.

A. Except where orchard style planting is used, large parking lots shall be divided into smaller sections by landscape areas. Each section shall contain a maximum of 250 parking spaces. Landscape areas used to break up large parking areas shall be a minimum of fifteen (15) feet in width.
B. Landscape areas separating parking blocks will have at least one (1) overstory/ shade tree or two (2) ornamental trees and five (5) shrubs for every 50 linear feet along the length of the median
C. Overstory shade trees will comprise at least 75% of the trees within the landscape area.
D. In a development, parking lots for each use shall be integrated within the development to the extent possible.
E. All striping in parking areas shall be white.



ORCHARD STYLE LAYOUT



3.4.3 INTERIM PARKING LOTS

With DRC and JRC approval, on-grade interim parking may be allowed if weather delays asphalt or concrete paving. It must be landscaped and paved with an all -weather material. Internal parking lot landscaping is not required for interim parking areas, but perimeter landscape treatments shall be consistent with the landscape requirements for permanent parking lots. Interim parking lots shall be limited to 1 year (12 months with 2-6 month extensions) of use.

3.4.4 BICYCLE PARKING

A. Bicycle parking facilities are required for all land uses, except for single-family attached or detached housing.
B. Bicycle parking facilities shall be located to provide safety, security and convenience for bicycle riders. Such facilities shall not interfere with, and be located a safe distance from, pedestrian and motor vehicular traffic.
C. Bicycle parking facilities should be located outside of a vehicular or pedestrian way and be protected and separated from motor vehicle traffic and parking lots by either a three (3) foot separation distance or a curb or other physical barrier.
D. For security reasons, bicycle-parking areas should be located so they are highly visible from building entrances and convenient for employees, yet not generally visible from roadways.
E. It is recommended that bicycle parking facilities be designed to allow the bicycle frame and both wheels to be securely locked to the parking structure. The structure shall be of permanent construction such as heavy gauge tubular steel and permanently attached to the pavement foundation.
F. If the bicycle facility is to be used at night, it should be sufficiently illuminated.

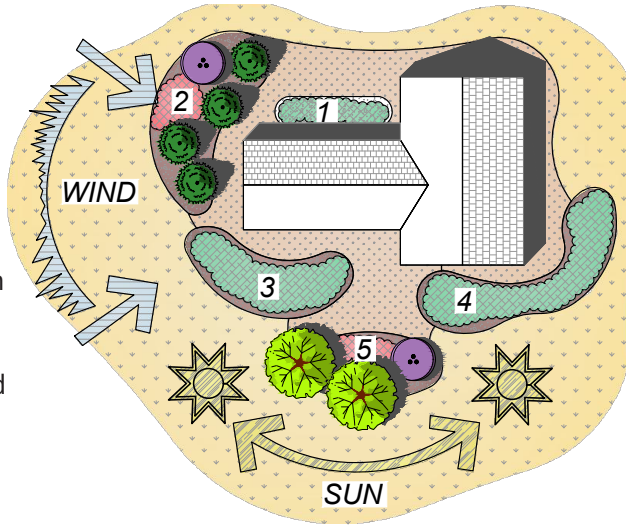
G. Select bicycle racks that provide for a wide range of bicycle types and individual security devices. Designs should facilitate bicycle lockup.
H. Provide protection from the elements. Specific considerations include the following:
I. Shelters and bike lockers are encouraged but not required.
J. Protected overhangs incorporated into a buildings design are a desirable solution.
K. Shelter design and materials should complement the architectural design of the primary building.

3.5 LANDSCAPING

3.5.1 LANDSCAPE DESIGN PRINCIPLES

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

A. Provide biodiversity that relates to the area's natural systems.
B. Design to provide an attractive, comfortable environment for users while minimizing maintenance needs, irrigation water requirements and the use of herbicides and pesticides.
C. Use environmentally friendly, "green" materials where possible.
D. Design landscapes to create a naturalized appearance. Use plant materials that are indigenous to Northern Colorado where possible. (See the plant list in the Appendix). Only use introduced species in order to achieve design objectives that cannot be achieved with the use of native species.
E. Locate plants in microclimatic conditions that are appropriate for that species. Only use high water-requiring plants in areas where they will naturally benefit from runoff or available ground water. Do not rely solely upon an irrigation system to provide water to high water-requiring plants.
F. Group plant materials of similar water needs and arrange in concentric circles or layers of progressively less water use in order to maximize the efficiency of applied irrigation.
    a. Plant species more susceptible to sun, wind & cold temperatures in sheltered areas.
    b. Evergreen trees to provide shelter from winter winds.
    c. SW facing plants should tolerate summer heat & drying winds.
    d. Eastern facing areas allow some shelter from sun & wind.
    e. Deciduous trees shade in summer and let light through in winter.



3.5.2 MICROCLIMATIC CONSIDERATIONS

A. Use plant materials to provide buffering of structures and outdoor use areas from extreme climate conditions.
B. Coordinate the design of the landscape with site erosion protection, storm drainage and water quality improvement systems.
C. Utilize a minimum of three (3) inch deep mulch to reduce soil moisture loss and moderate soil temperatures.
D. Where natural soils are not of high quality, improve soil structure by the addition of composted organic material.
E. Design and manage irrigation systems to achieve peak efficiency.
F. No turf grass shall be allowed in landscape areas less than eight (8) feet in width.
G. Rock mulch shall be used in all planting beds. Wood mulch may be used in perennial beds but will not be accepted along property boundaries.
H. Native seed shall be limited to areas adjacent to regional detention or the existing natural area & is required to be irrigated until establishment.

3.5.3 EXISTING VEGETATION PRESERVATION

Existing vegetation shall be preserved to the extent reasonably practicable. Special attention shall be paid to preserving significant vegetation within larger open space areas.

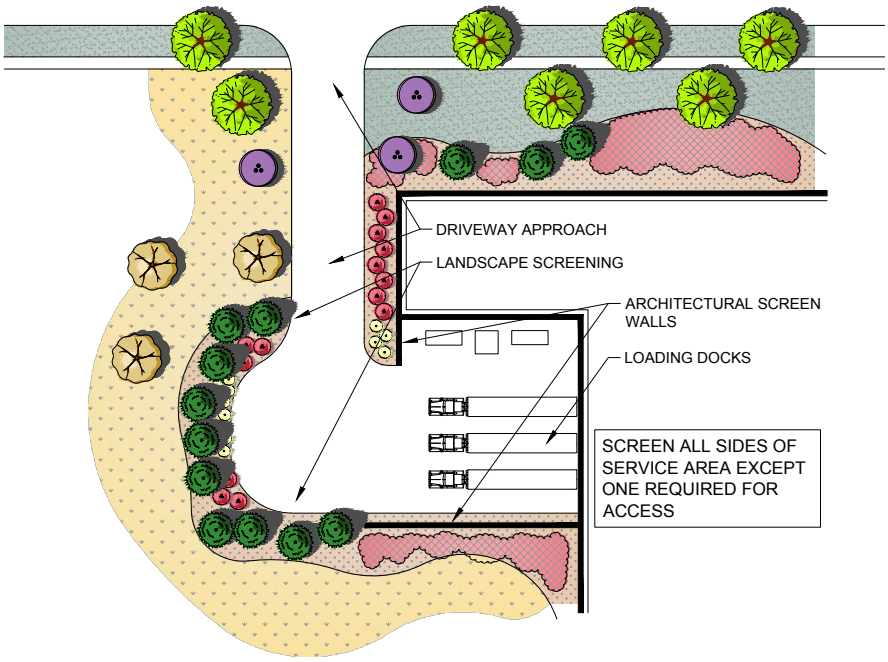
A. Locate site and building improvements to preserve significant natural vegetation to the extent reasonably practicable.
B. Within open space areas, preserve and incorporate into the landscape plan any existing healthy tree (meeting species restrictions) of 6-inch caliper or larger and located more than twenty (20) feet from any proposed building location. Preserve all trees over 24-inch caliper, unless deemed unhealthy or unsuitable for preservation.
C. Incorporate tree wells or retaining walls as necessary in the landscape plan to protect existing trees and to maintain historic drip lines.
D. All existing plants that are incorporated into the design will be adequately protected from damage during construction by an orange construction fence (4 feet high) secured with steel t-posts at the drip line of each tree. Sufficient posts shall be used to maintain the fence in erect condition at all times. Hand grading only shall be allowed within the limits of the construction fencing. No more than 6 inches of cut or fill shall be allowed within the drip line of any tree designated to remain.

E. If on-site replacement is not possible, the property owner shall provide an equal replacement of caliper lost or a ratio of three new trees to one existing tree on-site as mitigation for any desirable trees lost due to or prior to construction.
F. Existing landscaping may be used to satisfy the quantity requirements of landscape guidelines. One existing tree or shrub may be considered as satisfying one tree or shrub requirement.
G. All existing trees over 6 inches in diameter will be surveyed as part of the landscape requirements and have location, species, size, and condition or health noted. Trees that are of good or better quality, and are a desirable species, should be incorporated into the design in their existing location whenever possible. If design solutions create undue hardship, as determined by the DRC and JRC, replacement shall be made per requirements above.

3.5.4 SCREENING

Large Truck Parking, Utility Appurtenances, Loading, Storage and Service Areas, Trash storage/pickup

A. These requirements apply but are not limited to above-ground utility appurtenances, loading docks, storage areas, and open areas where machinery, vehicles or equipment are stored or repaired.
B. Areas shall be incorporated into the overall design of the building and landscaping so that the visual and acoustic impacts of these functions are minimized and 75% screened from adjacent properties.
C. Loading areas shall be paved with concrete, asphalt or other approved hardened surface materials as approved by DRC and JRC. A concrete pad shall be provided in the access drive immediately adjacent to trash enclosures serviced by trash trucks and in the enclosure itself. Areas for outdoor storage, truck parking, trash collection or compaction, loading or other such uses, shall be at least 75% screened from abutting streets unless otherwise approved by the DRC and JRC. These service areas should be located within a central core or on the side of buildings away from public streets where possible.
D. Non-enclosed areas for seasonal sale of inventory shall be permanently defined and screened with walls and/ or fences that conform to those used as predominant materials and colors on the building.



E. Service areas should ideally not be located directly adjacent to residential areas. If this situation occurs, no delivery, loading, trash removal or compaction, or other such operations shall be permitted between the hours of 10:00 p.m and 7:00 a.m. unless the owner submits evidence the sound barriers effectively reduce noise emissions to a level less than the greater of:
   a. 60 db as measured at the lot line of the adjoining property or
   b. Ambient sound from adjacent highways. Noise emissions may increase by up to 10 db for no more than 15 minutes in a one-hour period.

3.5.5 LANDSCAPING - BIG BOX RETAIL STORES

One primary tenant with square footage greater than 20,000 sf must provide a planting bed at least six (6) feet wide along a minimum of 50% of the length of wall visible from public use areas. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building face. The planting beds and trees may be counted towards meeting the requirements for landscaping and buffers described in Section 3.

3.5.6 OFFICE, FLEX & LIGHT INDUSTRIAL LANDSCAPING

A. Exposed sections of building walls that are visible from public areas or high use areas on private property shall have planting beds at least six (6) feet wide along a minimum of 50% of the length of the wall.
B. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building face. Exact locations and spacing may be adjusted at the option of the owner to support patterns of use, views, and circulation as long as the overall tree planting minimum requirement is met.
C. The planting beds and trees may be counted towards meeting the requirements for landscaping and buffers described in Section 3

3.5.7 PARKING PERIMETER LANDSCAPING REQUIREMENTS

A. Perimeter landscaping requirements for parking areas include a minimum seven and one-half (7.5) foot wide landscape area with one (1) tree and five (5) shrubs per 600 square feet or portion thereof. When combined with adjacent properties requirements, this perimeter landscape will become fifteen (15) feet wide.
B. Where two (2) parking perimeter landscape areas abut each other, the first to develop shall provide the tree requirement. The tree requirement for the abutting development need not be met, however, the second Builder is responsible for installing the shrub requirement.
C. Where parking areas are located directly adjacent to residential development, both the parking lot buffer requirement and the nonresidential buffer requirements shall apply.

3.5.8 PARKING INTERIOR LANDSCAPING REQUIREMENTS

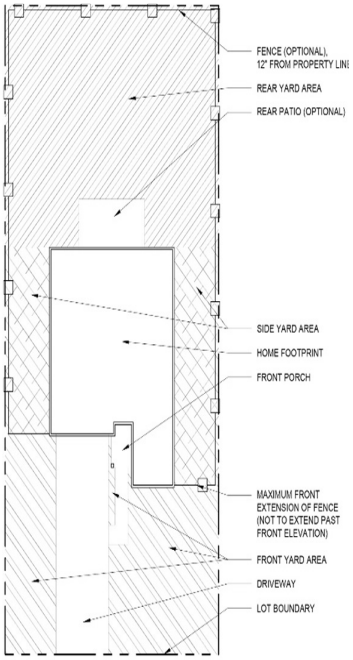
A. Interior rows of parking spaces will provide a landscape island at the end of each row of parking spaces. Landscape islands will also be provided within the row of parking spaces so that there are no more than twenty (20) consecutive parking spaces without a landscape island.
B. Landscape islands will have minimum dimensions of nine (9) feet by the length of the parking row.
C. Islands will be landscaped at a rate of at least one (1) overstory/shade tree and three (3) medium or five (5) small shrubs for each 9 foot by 20 foot parking island. Overstory/shade trees will comprise at least 75% of the trees within the landscape islands. Evergreen trees shall be prohibited in parking lots unless island widths are sized to accommodate mature growth.
D. Landscape islands will contain rock mulch or irrigated grass. Turf shall only be used in medians when highlighting a special design element. Turf areas must be at least 10' wide and occupy no more than 15% of the median's landscape area.
E. Where orchard style planting is proposed in parking lots, internal landscaping shall be provided at a rate of one (1) tree and two (2) shrubs for every ten (10) parking spaces. At a minimum, one (1) diamond-shaped tree planting pit shall be provided for every eight (8) parking spaces. No shrubs shall be planted in the diamond tree planting pits and will be located in end islands and other landscape islands instead.
F. A concrete pedestrian walk, at least six (6) feet wide, will be provided along the length of the landscape median closest to the building entrance. The walk will connect to perimeter pedestrian walks, whenever possible, and include raised and striped crosswalks.
G. Planting trees and non-low-growing shrubs in the vehicle overhang area is not allowed.

3.5.9 SINGLE FAMILY LANDSCAPE GUIDELINES

(These landscape guidelines are for residential large lots. Small lot residential shall follow the latest Johnstown standards at the time of development submittal)

A. Residential Lot Landscape Design Guidelines
   a. Required Plant Quantities & Ground Treatment: Lot landscape shall follow xeric principles to the greatest extent possible. Irrigated turf will be limited to rear yards. Each lot is to have a minimum of 50% living coverage* of the total landscape area within three years of installation (See diagram right for determining lot landscape area). Each lot is NOT to exceed 50% landscape area of moderate to high water use plantings. This includes irrigated turf and any other plantings requiring more than 12 inches of rainfall per year. Group plants in clusters to create concentrated zones for irrigation. Utilize rock cobble and boulders as decorative accents and ground coverage where live plantings are not used, match colors and styles to master development areas. Landscaping along property lines should be coordinated so that transitions are cohesive. Lot landscape is to be installed within one month of construction completion, weather permitting. Point-source drip irrigation should be used to the greatest extent possible.

   *Definition: Living Coverage means that a certain percentage of area must be planted and fully covered by live plant material such as ground cover, perennials, shrubs, grasses, etc. These areas are not to include mulches or artificial landscape such as artificial turf.



1 LOT DIAGRAM
SCALE: NOT TO SCALE

General Notes:
- The trees shall be located so as not to interfere with sight distances at driveways.
- Trees required in the adjacent right-of-way may not be used to meet lot standards
- Trees shall maintain a minimum 5' offset from dry utilities, 10' offset from wet utilities and 15' from fiber optic lines. If required trees cannot

be located without violating these offsets the requirement may be waived.

FRONT YARDS: MINIMUM REQUIREMENTS

• Lots 70 feet or less in width
- o 1 (One) Deciduous Tree
- o 5 (Five) Shrubs
- o 3 (Three) Ornamental Grasses or Perennials
- o No Turf will be allowed in Front Yards
- o Up to 40% of Front Yard landscape area may be Low Grow Grass Mix (See DRC Recommended Plant List if one exists).

• Lots greater than 70 feet in width
- o 2 (Two) Deciduous Trees
- o 8 (Eight) Shrubs
- o 5 (Five) Ornamental Grasses or Perennials
- o No Turf will be allowed in Front Yards
- o Up to 40% of Front Yard landscape are may be Low Grow Grass Mix (See DRC Recommended Plant List if one exists).

• Corner Lots
- o For corner lots the same quantities shall be required for each street as listed above.

REAR YARDS: MINIMUM REQUIREMENTS

• Lots 70 feet or less in width
- o 1 (One) Deciduous OR Evergreen Tree
- o Irrigated Turf is limited to 40% of Rear Yard
- o There is no limit to Low Grow Grass Mix for Rear Yards

• Lots greater than 70 feet in width
- o 1 (One) Ornamental Tree
- o 1 (One) Deciduous OR Evergreen Tree
- o Irrigated Turf is limited to 40% of Rear Yard
- o There is no limit to Low Grow Grass Mix for Rear Yards

SIDE YARDS: MINIMUM REQUIREMENTS

• No required landscape unless used to meet 50% lot landscape area living coverage.
• No Irrigated Turf will be allowed in Side Yards

B. Minimum Plant Sizes

Deciduous Trees: 1.5 Caliper Inches B&B
Evergreen Trees: 6' Height B&B
Shrubs: #5 (5 Gallon) Container – Minimum 18" Height or Spread
Ornamental Grasses: #1 (1 Gallon) Container
Perennials: #1 (1 Gallon) Container

3.5.10 COMMON OPEN SPACE

Common Open Space is land commonly owned and maintained by a property owners' association or Metro District. Common open space required in all subdivisions and PUDs shall be landscaped as follows:

A. Common open space areas will have live ground cover over at least 75% of the area, unless otherwise approved by the Town. Bluegrass is not the only option for these areas and the Town encourages the all property owners to pursue water saving goals as listed throughout section 3.5.
B. All ground cover, ornamental turf and turf shall have an irrigation system that is designed to meet the needs of the plants and that is designed to meet Town Standards. Common open space in one-family subdivisions or PUDs or portions of subdivisions or PUDs containing one-family dwellings shall be

landscaped at a ratio of at least one (1) tree and five (5) shrubs for every 4,500 square feet of landscaped area.

C. Up to 30% of the required shrubs may be substituted by trees at the rate of one (1) tree for ten (10) shrubs.
D. At least 50% of the trees will be overstory/shade deciduous species and 25% of the trees will be coniferous species, where appropriate.
E. The Developer shall have all landscaping improvements completed and in acceptable condition prior to the Town's construction acceptance of public improvements and prior to turning the common open space areas over to a property owners' association or Metro District for maintenance.
F. No single tree type shall make up more than 25% of all trees

3.6 LANDSCAPE FOR NON-SINGLE FAMILY RESIDENTIAL USES INCLUDING PUDS & MULTI-FAMILY RESIDENTIAL

A. Fifteen percent or more of the lot/parcel will be landscaped, common open space.
B. Common open space that is not a detention pond will be landscaped at a ratio of at least one (1) tree and five (5) shrubs for every 1,000 square feet, except as required for parking lot screening and buffers, which may require additional plant materials.
C. Buffer landscaping will be provided as follows:
    a. At least ten (10) feet wide adjacent to minor collector and local street rights-of-way.
    b. At least twenty-five (25) feet wide adjacent to arterial streets and major collector rights of-way.
    c. Buffers will be designed to provide one tree and five shrubs for every 750 square feet.
    d. 25' buffer between light industrial and residential
D. Where nonresidential, multifamily or group living uses are adjacent to existing or projected single-family residential or duplex uses, one of the following shall be provided:
    a. A fifteen (15) foot wide on-site landscape area with berming and one (1) tree and five (5) shrubs per 600 square feet or portion thereof; or
    b. A ten (10) foot wide on-site landscape area with one (1) tree and five (5) shrubs per 400 square feet or portion thereof with intermittent six (6) foot privacy fencing; or
    c. A five (5) foot wide on-site landscape area one (1) tree and five (5) shrubs per 250 square feet or portion thereof with a continuous six (6) foot privacy fence.

3.6.1 LANDSCAPE PERFORMANCE STANDARDS

A. Landscaping shall be completed prior to Certificate of Occupancy (C.O.). If landscaping cannot be completed due to cold weather the Town may grant a C.O. upon receipt of a sufficient letter of credit or cash surety and a written schedule for completion. No letter of credit or surety is required if the landscaping is to be performed by the Metropolitan District.
B. All landscape plans for a non-residential use shall be prepared by a professional landscape architect.

3.6.2 IRRIGATION SYSTEMS

All landscape areas shall have an automatic clock-activated irrigation system - Landscape areas without an irrigation system and bearing live plant material will require temporary irrigation until the plants are established and a reliable water source sufficient to sustain plant life is provided.

A. Irrigation systems shall meet the following criteria:
    a. All irrigation systems shall be non-potable where possible and coordinated with the property owners' association or Metro District.
    b. All irrigation systems shall be designed and installed to the specifications of the property owners' association or Metro District irrigation guidelines.
    c. All potable water systems shall be equipped with a back-flow prevention device.
B. Portions of irrigation systems may be comprised of temporary irrigation components to irrigate native areas if the Town determines that all of the following standards are met. A clear description of proposed temporary irrigation must be provided on the landscape plan and approved by the Town:
    a. Plant selection, design, installation specifications and site conditions combine to create a microclimate that will sustain the plant material in a healthy condition without regular irrigation after the plant establishment period.
    b. All portions of the landscaped area served by temporary irrigation will be within 150 feet of an exterior water source to enable hand watering during extended dry periods.
    c. Above ground temporary irrigation systems shall be approved on a case-by-case basis only if the native area is large enough to warrant the use. Above ground systems will be the responsibility of the Builder until grasses are established and the system is removed. No such system shall be permitted to be turned over to a property owners' association for maintenance.
    d. The temporary irrigation will provide reliable automated irrigation for the plants during the establishment period.
    e. The Builder has demonstrated the ability to provide ongoing maintenance of xeriscape areas necessary to keep plant material healthy without irrigation.

3.6.3 SOIL AMENDMENT

Soil amendment is only necessary in planting beds and blue grass/ fescue turf areas. Where soil amendment is necessary, minimum requirements for soil preparation shall include three (3) cubic yards of organic material for 1,000 square feet of existing soil tilled to a minimum depth of six (6) inches. Regardless of existing soil conditions tree and shrub pits shall be backfilled using a mixture of one- third existing site soil, one-third topsoil and one-third organic matter.

3.6.4 PLANT SELECTION AND DIVERSITY

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

A. All landscaping materials shall consist of healthy specimens compatible with local climate and meet the requirements included in these standards.
B. The plants listed in the Town of Johnstown Landscape Standards and Specifications Appendix A should be used as a guideline for recommended use. Due to the variety of available plants, non-prohibited species that are not on the list may be planted provided they are replaced by an approved species if they fail to survive. Plants selected should be appropriate for the specific location and purpose.
C. Up to one-third of the proposed trees for a project may be of fast-growing varieties, such as cottonless Cottonwood (Populus sargentii), Aspen (Populus tremuloides) and Silver Maple (Acer saccharinum). Two-thirds of the proposed trees shall be slower growing, long-lived trees, such as Norway Maple (Acer platanoides), Oak (Quercus sp.), Linden (Tillia sp.), Honeylocust (Gleditsia triacanthos inermis) and other hard Maples (Acer saccharum or rubrum). The variety shall be sufficient to minimize the effect of plant disease.
D. Recognizing that it is undesirable to plant a large percentage of one tree species which may result in uniform disease susceptibility and eventual extinction of that species, the following diversity standards shall be required:
E. For any one proposed development project (including common open space areas), no more than 15% of any one species of tree (for trees considered hardy in this area), or 10% of any one (1) species of tree considered marginally hardy for this area, shall be proposed. This shall be measured per total trees in the development, including existing trees.
F. For small development projects, exceptions to the above diversity requirement may be allowable where the size of the development makes minimum diversity percentages unreasonable. A variance request is to be made by a note on the landscape plans and shall be subject to approval by the Town Planner.
G. Coniferous trees shall comprise 25% of any landscaped area, where suitable. Unsuitable areas include areas where icy conditions may be created with the use of conifers at road intersections, road curves, bike path intersections, bike path curves site distance restricted areas or narrow areas. Locate conifers so mature spread will not overgrow streets or walks.
H. Ornamental trees can only replace large canopy trees at a rate of three (3) ornamental trees to one (1) large canopy tree (not to exceed 25% of the total tree requirements). Fruit bearing or thorny trees shall not be permitted within five (5) feet of sidewalks or streets, as calculated from mature canopy width of tree.
I. Shrubs shall be a mixture of evergreen and deciduous varieties. Small shrubs shall be used between the bike path and the curb along street rights-of-way to avoid safety obstructions.

3.6.5 STREET TREE MINIMUM STANDARDS

A. Species that generally have branches less than fifteen (15) feet above the roadway at maturity shall not be used as street trees unless they are located such that no interference with the roadway will occur at maturity. Minor trimming and branch removal should be performed to maintain the fifteen (15) foot requirement and eight (8) foot minimum clearance over sidewalks and bike paths.
B. Trees prohibited from planting within the Town of Johnstown include the following: cotton-bearing Cottonwood, Lombardy Poplar, Box-elder, Siberian or Chinese Elm, Russian Olive and Ash trees (Fraxinus spp.).
C. Trees prohibited from planting within street right of ways include the above plus the following: Fruit and/or thorn bearing trees (prohibited from within five (5) feet of bike path as measured from edge of mature canopy), willow (all varieties), Tree of Heaven, Cottonwood (all varieties), and Silver Maple.
D. Trees recommended for use within the Town of Johnstown include those listed in Plant Materials List found in appendix of the Town of Johnstown Landscape Guidelines.
E. Planting sizes for required landscapes:
    a. Deciduous shade trees: 2-inch caliper
    b. Ornamental trees: 1-1/2-inch caliper
    c. Evergreen trees: 6 foot – 8 foot height (with a minimum of 25% at 8 foot height)
    d. Multi-stem ornamental trees: 8 foot – 10 foot height
    e. Shrubs: 5-gallon container
    f. Vines: 1-gallon container

g. Ground cover/perennials: 2-1/4 inch pots

3.6.6 LANDSCAPE MAINTENANCE

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

A. The Builder or Metro District shall be responsible for maintaining all on-site and common landscaping as shown on an approved landscape plan or as existing if an approved landscape plan does not exist.
B. The Builder or Metro District shall be responsible for maintaining the landscaping public improvements on all adjacent rights-of-way as shown on an approved landscape plan or as existing if an approved landscape plan does not exist, unless a maintenance agreement is reached with another entity. The Town, at its discretion, may add, remove, replace, or maintain landscaping within the right-of-way per Town standards.
C. The Developer may request Town maintenance of arterial rights-of-way where there will not be a Metro District. The following standards shall apply:
D. Acceptance of maintenance will be based on the determination that the public interest is served by Town maintenance.
E. The Developer may request Town maintenance of other facilities not included above. The following standards shall apply:
F. Acceptance of maintenance is based on the determination that the public interest is served by Metro District maintenance.
G. Installation of all improvements shall meet or exceed Town Standards.
H. The Builder or Metro District shall be responsible for maintaining all irrigation systems in sound condition and so all plant material receives the necessary amount of water. Leaks and other broken and/or non-performing equipment shall be repaired in a timely manner. Systems shall be periodically adjusted to eliminate water spraying onto paved surfaces. Watering times shall be regularly adjusted to meet the seasonal needs of the plants while minimizing over-watering.

3.7 SITE DEVELOPMENT SIGNAGE

3.7.1 PROJECT IMAGE

Two primary entrance signs are located at the intersection of Freedom Parkway and the Frontage Road, as well as at the main entrance into parcel D. These primary entrances are intended to create a gateway and emphasize the main entrances. The secondary entrances are intended to have less traffic and are off of Freedom Parkway. Landmark and high-image intersections help develop the character of the area. These intersections may contain showy landscaping, decorative walls, art and overall exhibit an increased decorative character than other minor intersections. By creating a hierarchy of intersections, people will be able to use the decorative elements as a way-finding device. Sign permits will need to be reviewed and approved by the North Ridge DRC prior to submitting to the Town for review.

3.7.2 NORTH RIDGE SIGNAGE SYSTEM

All community identity signs for North Ridge will be located in signage and landscape easements and outside of the public ROW.

3.7.3 PRIMARY ENTRY SIGN

Primary entry signs are located at the intersections of Freedom Parkway and the Frontage Road and at the Parcel D access points along the Frontage Road

PRIMARY ENTRY SIGN

3.7.4 SECONDARY ENTRY SIGN

Secondary entry signs will be located along the Frontage Road.

SECONDARY ENTRY SIGN

3.7.5 PURPOSE

The following sign guidelines provide a language for all signage which helps to create a unified image for North Ridge. All freestanding signage within the development will bear the style and logo of North Ridge, however individual logos and graphics are allowed on the sign face. Freestanding signs located throughout the development are unified through the use of similar geometry and a repetition of a common materials palette. Building mounted signs are regulated by limiting size. However, tenant logos and graphics are allowed. The following signage requirements are congruent with Town of Johnstown Sign Code, any variations are noted.

3.7.6 PROHIBITED SIGNS

The following signs are prohibited:

A. Any sign which would violate sight distance triangle requirements.
B. Any nonpublic sign on the right-of-way or on a property other than that which it advertises.
C. Any sign which, even though in general conformance with the standards and requirements of this sign code, is a dangerous sign due to interference with a traffic control device by being in direct line between the control device and oncoming traffic or otherwise in visual competition with a traffic control device or resembling a traffic control device.
D. Any sign that is erected in such a location as to interfere with motor vehicle traffic.
E. Any sign employing a lighting or control mechanism which causes radio, radar, television, or telecommunication interference.
F. Any sign so erected, constructed or maintained as to obstruct or be attached to any fire escape, window, door or opening

used as a means of egress or ingress or for firefighting purposes, or any sign so placed as to interfere with any opening required for light or ventilation.

G. Flashing, blinking or other moving signs and searchlights/klieg lights.
H. Animated signs, including revolving, whirling, twirling or any other sign which uses motion, either implied or actual, except that barber poles (not exceeding five (5) feet in length which are not roof-mounted), windmills and time and temperature signs are permitted.
I. Structurally unsafe signs as determined by the chief building official, based upon criteria established in the adopted Town codes.
J. Roof signs.
K. Box signs.*
L. Wheeled advertising devices, except for currently licensed, operative vehicles which are primarily used by their owners for service, delivery or general transportation on a regular basis.
M. Any merchandise displayed outside of a building in such a way as to attract attention when viewed by the general public by placement upon a pole, a fence, a platform, roof or other similar device or structure shall be considered as a sign and shall be prohibited unless otherwise approved by the Planning and Zoning Commission. This shall not, however, be construed to prohibit merchandise customarily stored outside of buildings and placed upon shelves or tables, such as automobiles, campers, boats, plant materials, produce or lumber.
N. Monopole signs
O. Any sign regulated by the State of Colorado Department of Transportation rules and regulations pertaining to outdoor advertising not approved by the CDOT. (Ord. 682, § 1, 2001)

*Varies from Town of Johnstown Sign Code.

3.7.7 SIGN AREA MEASUREMENT AND ALLOWANCES

(Allowable sign areas and sizes shall be per the standards listed below)

A. Animated:
   a. Size of sign is based upon the sign type (i.e., freestanding, wall or projecting)

B. Arcade:
   a. Maximum Height cannot exceed bottom of eave, balcony, canopy, awning or other structural overhang or passageway to which it is attached.
   b. Minimum height, seven (7) feet above grade.
   c. Maximum one (1) per building entrance for nonresidential uses.
   d. Maximum area, four (4) square feet for nonresidential uses.
   e. Must be placed on an approved wall area.

C. Awning Sign:
   a. Permitted on the bottom eighteen (18) inches of 1st floor awnings.
   b. Allowed at 0.5 square feet per linear foot of awning.
   c. Maximum of twelve-inch letter height.
   d. Maximum of one (1) per awning.
   e. Must be located on an approved wall area.
   f. May be illuminated.

D. Bulletin Boards:
   g. Nonresidential, nonagricultural and multiple-family uses only.
   h. Maximum area, thirty-two (32) square feet.
   i. Maximum height, eight (8) feet.
   j. Maximum one (1) per street frontage.
   k. Must be set back a minimum of ten (10) feet from any private property line and from a public right-of-way; one (1) foot setback for signs up to six (6) feet in vertical height; one (1) foot for every foot of height greater than six (6) feet.

E. Freestanding residential districts:
   a. Permitted in residential zones only.
   b. Maximum sign area is one hundred (100) square feet.

c. Maximum of one (1) per street frontage, said street being on the boundary of the development.
d. Maximum height all residential districts, six (6) feet.
e. Maximum height in all multiple family use districts, twelve (12) feet.
f. Must be set back from any private property line and from a public right-of- way one (1) foot setback for signs up to six (6) feet in vertical height; one
g. (1) foot for every foot of height greater than six (6) feet.
h. May be illuminated.

F. Residential development entryway signs:
a. One (1) for each major entryway;
b. Not to exceed twenty (20) square feet in area or six (6) feet in height; Freestanding-type signs must be set back onto the property a minimum of ten (10) feet, unless incorporated into a traffic island entrance, then twenty-five (25) feet back from the face of the street curb and three (3) feet from the edge of the traffic island;
c. Fence or wall-incorporated-type signs may be placed parallel with and at the property line following the same height and sight distance requirements as for a wall or fence.
d. Subject to a revocable permit in favor of the Town if situated in the right-of- way.

G. Freestanding nonresidential districts:
a. Maximum height: Twenty-five (25) feet.
b. Maximum number of signs per development: one (1) per street frontage, not to exceed two (2) per development, except as may be permitted by a master sign plan approved by the Board of Trustees.
c. All such signs shall be set back from the property line a distance equal to the height of the sign, except a sign six (6) feet in height shall be set back from the property line a distance of one (1) foot.

H. Maximum sign area, based upon the following table:

Maximum Sign Area		
Floor Area of Building	***Single Use Development***	***Multiple Use Development***
0-1,500 s.f.	35 s.f.	60 s.f.
1,500-5,000 s.f.	35 s.f. plus 1 s.f. per each additional 50 s.f. of floor area over 1,501	40 s.f. of floor area over 1,500
5,000-50,000 s.f.	100 s.f. plus 1 s.f. per each additional 1,000 s.f. of floor area over 50,001 up to a maximum size of 300 s.f.	300 s.f. plus 1 s.f. per each additional 1,000 s.f. of floor area over 50,001 up to a maximum size of 400 s.f.

I. Illuminated signs:
a. Within one hundred (100) feet of residential use or district, internal lighting only.
b. Over one hundred (100) feet from a residential district, any type of lighting source is allowed, except search or flashing lights, or directed so that the light shall not adversely affect surrounding premises or safe vision on public or private roadways, including highways.

J. Portable signs:
a. A-frame or pedestal style only;
b. Maximum area: Six (6) square feet;
c. One (1) per street frontage;
d. Must be set back a minimum of ten (10) feet from the street right-of-way line if over forty-two (42) inches or two (2) feet if forty-two (42) inches high or less;
e. Must be anchored to the ground or weighted sufficiently to prevent movement by force of wind.
f. May not interfere or block pedestrian or vehicular traffic.

K. Projecting signs:

a. Maximum height: top of wall or parapet; not to be roof-mounted;
b. Maximum projection: Shall be in accordance with building codes, requirements for "Construction in Public Right-of-Way."
c. Maximum size: Two (2) square foot for each one (1) foot of height of the building wall to which the sign is to be attached;
d. Projecting and wall sign not permissible on same wall;
e. Maximum number: One (1) per street frontage.

L. Public information signs:
a. As defined with the approval of the Town Administrator or designee.

3.7.8 TEMPORARY SUBDIVISION SIGNS

A. Temporary model home signs:
a. One (1) per model home;
b. Not to exceed twelve (12) square feet each and not over six (6) feet in height if a freestanding type; and
c. Must be set back from property lines a minimum of ten (10) feet or a distance equal to height, whichever is greater.
d. Temporary residential subdivision signs.
e. Temporary signs are prohibited upon public rights-of-way. Temporary signs found by an enforcement officer to be located within Town rights-of-way shall be removed by such enforcement officer with no requirement of notice.
f. Construction signs shall not exceed thirty-two (32) square feet and twelve (12) feet in height. One (1) per street frontage is allowed between the time a building permit is issued and the time a certificate of occupancy is obtained.
g. Political and real estate signs may be located on property only by permission of the landowner.

B. Temporary commercial/industrial signs:
a. Banners are permitted for any non-residentially zoned or used property to advertise special events or sales subject to the following provisions:
b. May be placed upon a building wall or roof or a fence but shall not be attached to landscaping, freestanding posts or utility poles;
c. The total size allowed for any single banner or total combination of multiple banners shall be determined using the same criteria that applies to wall signs. If the banner is to be affixed to a fence, size shall be the same as if it was attached to the nearest adjacent building wall having street frontage;
d. Any banner that becomes discolored, ragged, shredded, detached, etc., shall be removed or repaired.
e. Pennants that project a maximum of four (4) feet from the building are allowed on retail, entertainment or service commercial buildings, and only as part of an approved special district sign program. All pennant faces shall be counted as part of the total allowable sign area. Pennants located on light fixtures are allowed only by the North Ridge management group.
f. Under canopy signs
g. Minimum clearance from the sidewalk is eight (8) feet.
h. One (1) sign per frontage.
i. Not counted against other allowed signage.

C. Wall or painted:
a. Maximum area to be no larger than two (2) square feet for every linear foot of the side of the building having a public entrance and facing a public street, alley or parking lot to which it is affixed. Signs affixed to attached or detached canopies and marquees or awnings shall be considered wall signs and shall be calculated based upon the length of the wall to which they are attached or adjacent.
b. Each ground floor tenant or use shall have the right of wall signage upon any wall which fronts upon a public street, or if not fronting upon a public street, upon any wall which fronts upon a major interior drive having direct access to a public street. For uses that have a rear entry or delivery door, one (1) non-illuminated wall sign per use, not to exceed ten (10) square feet, is permitted.
c. For buildings with flat roofs, wall signs shall not extend above the top of parapet or mansard, shall not extend more than three (3) feet above the deck line.
d. May not extend more than fifteen (15) inches beyond the surface of the wall and may not extend beyond the side of the wall.
e. Commercial, industrial, multiple-family, public and semipublic uses only.
f. Cannot be used on the same wall as a projecting sign.
g. Must be placed on an approved wall area.

3.7.9 FREESTANDING SIGNS

A. Retail:
   a. Single tenant signs are highly discouraged, commercial/retail uses should be combined into an overall sign with multiple tenants where possible. When single tenant signs are necessary, provide a smaller version of a sign that is sympathetic to the intent of the design shown. Individual user logos may be used; however they should be sized uniformly or in a proportional manner (i.e. Large tenant size, Small tenant size half the proportion of the large tenant.
   b. Office/Flex/Light Industrial: Signs shall be uniform in size and colors shall be contained within an earth-tone palette. The North Ridge base shall be used. However, the sign area may be customized to fit the needs of the user. Each parcel is allowed one identification sign unless approved by the DRC and JRC.

B. Residential Identity Signs:
   a. Individual residential developments shall use materials within the materials palette and should design elements complementary to the North Ridge signage.

C. Fuel/Convenience Store Canopy Signs
   a. Signs on canopies associated with fuel/convenience stores shall be limited to one corporate with associated text or business logo of the principal use only on a maximum of two (2) sides of the canopy. Such logos shall have a vertical dimension of no greater than 75% of the vertical dimension of the canopy fascia and shall be no greater than twelve (12) square feet per logo.

D. Regulatory Signs
   a. Regulatory signs shall follow the guidelines established in the Town of Johnstown Design Criteria and Construction Regulations.

3.7.10 OTHER DISPLAY AND INFORMATIONAL ELEMENTS

A. Banners:
   a. Retail uses are allowed one (1) banner per building, not-to-exceed seven (7) days in a six-month period. Office, Light Industrial and other Commercial uses are allowed a one (1) day special event directional sign announcing open house/grand opening events.
B. Window Signs:
   a. Window painting is not allowed. Each business will be allowed one (1) "OPEN" neon sign. No other neon signs are allowed, except as specifically approved by the DRC and JRC. No decals or signs may be installed in doorways, windows or other areas visible to the public view from the exterior of the premises. The real estate window sign is intended for use where leasable office space is available.

C. Building Entry Information:
   a. If applicable, each business shall be allowed to post building or occupant names, hours of operation, emergency information, delivery hours and other required notices near its main exterior entrance on a wall or adjacent glass side-light adjacent to main entry doors. Maximum letter height shall be one (1) inch for basic information. Name of the building or occupant may be three (3) inches tall. Logos shall be a maximum of six (6) inches tall. All type must fit within a maximum 2 feet by 2 feet area. Type style shall be consistent with other building signs.
   b. Wall mounted information shall be applied to a panel that is compatible with the surrounding wall treatments. The panel area shall not exceed four (4) square feet.
   c. Buildings that provide service entrances shall be allowed an additional sign on or adjacent to each delivery door. Information shall be limited to a four (4) square feet area and design shall be consistent for all exterior doors of the building.
D. Flags:
   a. Flag poles shall be a minimum height of twenty (20) feet tall and a maximum height of thirty (30) feet. Only properly maintained national and/or state flags are allowed. The town of Johnstown will not be responsible for the enforcement of flags. Enforcement will be by the property owners' association (if any exists) or Metro District.

3.8 SITE FURNISHINGS

3.8.1 SITE FURNITURE

Shall be complementary to the architecture, and if part of a larger complex of buildings, complementary with the other site furnishings in that complex. Site furniture for the overall North Ridge site should be similar or complementary with the following examples shown pending approval of the DRC and JRC.

3.8.2 ART

Art in public places is highly encouraged. The proposed piece must be vandal resistant, appropriate subject material for public viewing, and complementary with the theme, materials, and colors of North Ridge as determined by the DRC and JRC.

3.8.3 FENCING & WALLS

Fencing materials such as simulated rod iron and / or concrete or masonry may be required depending upon screening needs and compatibility with adjacent uses. No wood retaining walls are allowed (nonresidential only). Fencing and walls shall match building architecture. All fences and walls subject to DRC and JRC approval.

3.8.4 LIGHTING

A. The lighting design concept for North Ridge uses decorative lighting to enhance the main entries of the development.
B. All light sources shall be contained in cut-off fixtures that obscure the source from direct view. Pedestrian-scale lighting that has secondary decorative visible light source may be acceptable provided it does not produce glare.
C. Up-lighting is acceptable as long as they are subdued and angled towards surfaces and not lit straight into the sky. No searchlights are permitted.
D. Street light poles and fixture housing shall be black in color. All roadway lighting should be of the same family of style, and all parking lot lighting shall have a color temperature of 4000 Kelvin and be of the same family of style; however, roadway and parking lot lighting need not match.
E. Temporary lighting – Holiday lighting only November 1 through January 31. No "chasing" lights (Nonresidential only).
F. Minimize lighting in parking areas when not in use.
G. All lighting is subject to approval by DRC and JRC.
H. Unless sharing parking lots & drives, all lighting shall be contained within the subject property, and shall not spill over onto adjacent property.

Minimum / Maximum allowable lighting (per IESNA standards):

Non-residential building, surrounding area, and parking	1.0 / 7.0 footcandles
Residential building surrounding and parking	0.1 / 0.5 footcandles
Under canopy fueling areas and drive-ups	5.0 / 25.0 footcandles

3.9 RETAIL BUILDING DESIGN STANDARDS

The design of new structures in or adjacent to existing developed areas shall be compatible with or complementary to the predominant architectural character of such areas.

3.9.1 RETAIL DEVELOPMENTS

These guidelines apply to high-visibility neighborhood, community and regional-scale commercial areas, including retail, professional services, lodging, hospitality uses, outdoor family entertainment, restaurants and related uses, and contain additional information on how to place and design structures, sites and landscapes. Requirements regarding the overall design and construction of sites, parking lots, roads, streetscapes, parks, open space areas are included in General Design Guidelines and are supplemental to the requirements in this section.

3.9.2 BIG BOX RETAIL STORE DESIGN

Compatibility may be achieved through techniques such as:

A. Repetition of roof lines.
B. Use of similar proportions in building mass and outdoor spaces.
C. Similar relationships to the street.
D. Similar windows and door patterns.
E. Building materials with similar colors and textures.
F. Select buildings that have unique, high quality architecture associated with a brand, or that serve as an architectural focal point that may be allowed in otherwise "themed" developments if they are determined to add interest and vibrancy to the rest of the development.
G. Treat all facades of a building with similar materials

3.9.3 ROOF AND TOP TREATMENTS

A. Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to DRC and JRC approval.
B. The average parapet height may not exceed 15% of the supporting wall height.
C. Vary parapet and/or roof heights to add interest and consider the use of overhangs and cornice features for decorative interest.
D. Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.
E. Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.
F. Large sloped roofs must have variations in height or offsets to break up the large plane- maximum 50 linear feet of one plane.

3.9.4 FREESTANDING STRUCTURES / ELEMENTS

A. Gas canopies shall not be taller than seventeen (17) feet and should match the principal building architecture. Support columns should relate to the building architecture in finish materials and scale.
B. Vending machines/kiosks must be incorporated into nooks or other features integral to the main building.

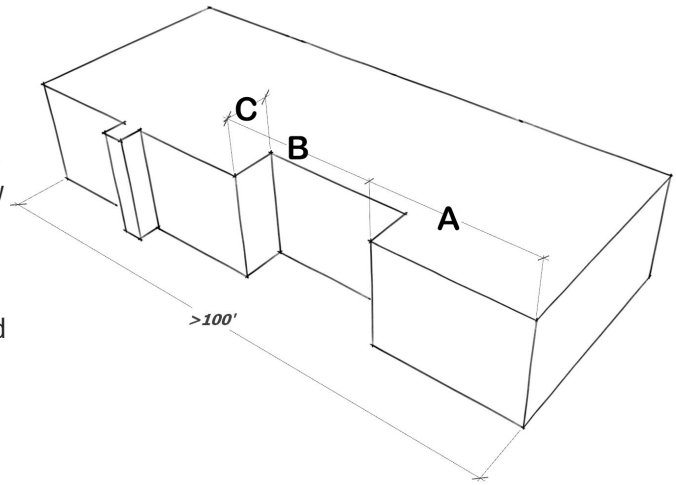
3.9.5 MATERIALS AND COLORS

A. Primary facade and roof colors shall have a low reflectance, and be a subtle, neutral or
B. Earth-toned color. Earth-tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, grays or charcoal color values.
C. Trim and accents may be brighter colors, including primary colors. Vivid colors shall be used sparingly (10% or less of a facade on buildings less than 20,000 sf and 7% on buildings larger than 20,000 sf). Vivid colors are defined as bright colors, such as primary colors.
D. Preferred predominant facade materials include: brick, native or cultured stone, tinted and textured concrete masonry units, architectural precast concrete panels, site cast tilt- up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color.
E. Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or

other appropriate finishes. In addition, high quality ACM Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall design aesthetic.

F. Prohibited predominant materials are smooth-face concrete block and uninsulated, non-textured flat metal panels. These materials may be used as accent but shall occupy no more than 35% of a facade.

3.9.6 FACADES



A. Facades must include a repeating pattern at intervals of no more than 50 linear feet that shall include a change in plane no less than one (1) foot in width such as an offset, reveal or projecting rib.
B. Facades greater than 100 feet in length shall incorporate wall plane projections or recesses having a depth of at least 3% of the length of the facade and occupy at least 20% of the length of the facade.
C. Where principal buildings contain separate stores with separate exterior entrances that occupy less than 25,000 square feet of the gross floor area, the street level facade shall be transparent between the height of three (3) feet and eight (8) feet above the adjacent walkway grade for no less than 60% of the building facade of the separate store.
D. Building facade proportions:
    a. Max. 30% of facade length or 100' without interruption
    b. Min. 20% of facade length
    c. Project or recess 3% min. of facade length

3.9.7 BUILDING ENTRANCES

A. Each building shall have clearly defined customer entrances with no less than two (2) of the following;
    a. Canopy, arcade or portico
    b. Overhang or recess
    c. Raised corniced parapet
    d. Peaked roof or arch
    e. Architectural detail such as columns, tile work, stone, detailing or moldings integrated into the building structure
    f. Integral planters or wing walls and incorporate landscaped areas and/or places for sitting
    g. Display windows

3.10 DESIGN STANDARDS FOR VEHICLE SALES AND SERVICE ESTABLISHMENTS

A. Building footprint should be a minimum of 10% of the parcel size and building should be permanent
B. Total acreage of all motor vehicle dealerships within North Ridge shall not encompass a total of more than thirty five (35) acres of land unless the Town and the Developer consult and agree to any additional area.
C. Parking requirements for automobile sales and service establishments are a maximum of one (1) parking space per 75 square feet of G.L.A. Site design should accommodate provisions for pedestrians through the frontage spaces and other locations where customers are anticipated to park. All parking areas, including for-sale cars and parking for vehicles to be serviced, shall be designed according to the parking and landscaping standards contained in these design guidelines. No cars shall be parked outside of designated striped parking areas.
D. All automobile service areas must adhere to screening requirements as designated in these design guidelines

3.11 DESIGN STANDARDS FOR OUTDOOR & FAMILY ENTERTAINMENT

A. Outdoor and Indoor family entertainment is defined as a smaller amusement park geared towards family fun. Family entertainment centers, or FEC's as they're commonly called, are generally smaller and cost less than a traditional amusement park. Requirements regarding the overall design and construction of sites, parking lots, roads, streetscapes, parks, open space areas are included in the Outline Development Plan and these Guidelines and are supplemental to the requirements in this section. Common attractions include, but are not limited to:

Bumper boats	Bowling
Go-Karts	Batting cages
Music and dancing	Laser tag
Miniature golf	Indoor children's play equipment
Video game arcade	Banquet facilities
Ground level kiddie rides	Meeting rooms
Mild thrill rides	Outdoor event areas
Snack bar/restaurant	Water slide
Golf / driving range	

B. It is required that specific photographs with dimensions be provided to illustrate all vertical elements on site. A site plan identifying these vertical elements must be submitted with the photographs.

C. Lighting: The lighting allowed for attractions may be modified from the other standards in the Design Guidelines due to safety concerns. To the extent possible, the same fixtures should be used for the lighting of attractions as are used elsewhere in North Ridge. The lighting design should keep the lighting contained within the attraction.

D. Safety and Boundary Restraints: It is understood that safety of guests and employees is paramount in the design and operation of attractions. For example, boundary restraints are required on the go cart track for safety purposes. The use of vinyl coated chain link fence rather than netting in areas that require reinforcement such as batting cages is necessary and appropriate to provide a safe environment for patrons. The allowable design solutions for safe operation of attractions shall take into account state of the art design and materials, usual and customary industry practices, safety, maintenance, and appearance. The DRC and JRC shall have the discretion to decide whether a design solution or improvement meets the intent of the design guidelines on a case by case basis. In considering the appropriate solution for inclusion in a proposed project, applicants shall advise the DRC and JRC of the best currently available and affordable design or practice, irrespective of whether it is incorporated in their proposed solution.

E. Architecture: The design of attractions and accessory buildings may take many forms to create the necessary effect within a Family Entertainment Use. Given the wide variety of attractions that could be proposed, the DRC and JRC will consider the concepts inherent in an applicant's business model. The DRC and JRC recognize that such attractions may not fit within the architectural guidelines applicable to other uses in North Ridge. The DRC and JRC will have oversight as to which attractions and accessory buildings are allowable given the size, location and nature of the attraction and discretion to decide whether a proposal is acceptable within the development.

3.12 OFFICE / FLEX / LIGHT INDUSTRIAL/ ENCLOSED CLIMATE CONTROLLED STORAGE

A. These guidelines apply to: single and multi-tenant office buildings; multi-tenant, single-story structures designed as flexible space for offices, light industrial and professional services; and single-tenant light industrial or research and development type uses. The guidelines contain additional information on landscaping and how to design structures. Requirements regarding the overall design and construction of sites, parking lots, roads, streetscapes, parks, open space areas are included in the Outline Development Plan and these Guidelines and are supplemental to the requirements in this section.

B. Building Design - Compatibility with Existing Development and Site Design
   a. The design of new structures in or adjacent to existing developed areas shall be compatible with or complementary to the established architectural character of such areas. Compatibility may be achieved through techniques such as:
   b. Repetition of roof lines.
   c. Use of similar proportions in building mass and outdoor spaces.
   d. Similar relationships to the street.

e. Similar windows and door patterns.
f. Building materials with similar colors and textures.
g. Site design for flex uses should incorporate, where possible, central, common service/ loading areas.
h. Treat all sides with similar materials.

C. All facades of a building shall have similar materials - Materials and Colors
   a. Primary facade and roof colors shall have a low reflectance and be a subtle, neutral or Earth-toned color. Earth- tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, grays or charcoal color values.
   b. Trim and accents of brighter colors, including primary colors, are allowed.
   c. Vivid colors shall be used sparingly (3% or less of a facade). Vivid colors are defined as bright colors, such as primary colors.
   d. Preferred predominant facade materials include: glazing, brick, native or cultured stone, tinted and textured concrete masonry units, architectural precast concrete panels, site cast tilt-up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color.
   e. Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or other appropriate finishes. In addition, high quality Aluminum Composite Material Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall design aesthetic.
   f. Prohibited predominant materials are smooth-face concrete block, full ceramic walls, and pre-fabricated uninsulated, non-textured, flat metal panels. These materials may be used as accent but shall occupy no more than 30% of a facade. Glazing with reflectivity or opacity higher than 60% is strictly prohibited.
   g. Corrugated Metal Panel shall occupy no more than 25% of a facade.

D. Facades that face a street or parking area shall not have a blank, uninterrupted length exceeding 100 feet without including at least two (2) of the following:
   a. Change in plane
   b. Change in color
   c. Change in texture or pattern
   d. Windows
   e. Columns, piers or equivalent element that subdivides the wall
   f. Facades greater than 150 feet in length shall incorporate wall plane projections or recesses having a depth of at least 2% of the length of the facade and occupy at least 30% of the length of the facade.

E. Building Entrances - Primary building entrances shall have clearly defined and provide shelter from the sun, wind, rain and snow, and include two (2) of the following:
   a. Canopy, arcade or portico
   b. Overhang or recess
   c. Raised corniced parapet
   d. Peaked roof or arch
   e. Architectural detail such as columns, tile work, stone or moldings integrated into the building structure
   f. Integral planters or wing walls and incorporate landscape areas and/or places for sitting
   g. Special landscape or site feature

F. Roof and Top Treatments
   a. Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to DRC and JRC approval.
   b. The average parapet height may not exceed 15% of the supporting wall height.
   c. Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.
   d. Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.
   e. Large sloped roofs must have variations in height or offsets to break up the large plane with a maximum 100 linear feet of one plane.
   f. Larger roof elements, when used as an architectural expression are allowed on a case by case basis.

G. Accessory Buildings
   a. Shall be of the same character and materials as primary buildings.

3.13 WAREHOUSING & DISTRIBUTION

A. These guidelines apply to warehousing and distribution uses, which typically have a comparatively high volume of truck traffic, multiple loading docks and large volume spaces for material or product storage. Indoor light manufacturing uses that possess these characteristics are also subject to these guidelines. The guidelines contain additional information on landscaping and how to design structures. Requirements regarding the overall design and construction of sites, parking lots, roads, streetscapes, parks, open space areas are included in the Outline Development Plan and these Guidelines and are supplemental to the requirements in this section.

B. Landscaping
   a. Exposed sections of building walls that are visible from public areas or high use areas on private property shall have planting beds at least six (6) feet wide along a minimum of 50% of the length of the wall. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building face. Exact locations and spacing may be adjusted at the option of the owner to support patterns of use, views, and circulation as long as the overall tree planting minimum requirement is met. The planting beds and trees may be counted towards meeting the requirements for landscaping and buffers described in Section 3.5.

C. Architecture
   a. Compatibility with Existing Development
   b. Treat All Sides with similar materials
   c. Materials and Colors
   d. Primary facade and roof colors shall be a low reflectance and subtle, neutral or earth-toned color. Earth-tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, grays or charcoal color values.
   e. Trim and accents of brighter colors, including primary colors, are allowed. Vivid colors are defined as bright colors, such as primary colors.
   f. Preferred predominant facade materials include: glazing, brick, native or cultured stone, tinted and textured concrete masonry units, site cast tilt-up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color.
   g. Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or other appropriate finishes. In addition, high quality ACM Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall design aesthetic.
   h. Prohibited predominant materials are smooth-face concrete block, full ceramic walls and pre-fabricated uninsulated, non-textured, flat metal panels. These materials may be used as accent, but shall occupy no more than 30% of a facade. Glazing with reflectivity or opacity higher than 60% is strictly prohibited.
   i. Facades that face a street or public parking area shall not have a blank, uninterrupted length exceeding 100 feet without including at least two (2) of the following:
      - Change in plane
      - Change in color
      - Change in texture or pattern
      - Glazing
      - Columns, piers or equivalent element that subdivides the wall
   j. Publicly visible facades greater than 150 feet in length shall incorporate wall plane projections or recesses having a depth of at least 2% of the length of the facade and occupy at least 30% of the length of the facade.
   k. Building Entrances - Primary public entrances shall be defined and provide shelter from the sun, wind, rain and snow, and include one (1) of the following:
      - Canopy, arcade or portico
      - Overhang or recess
      - Raised corniced parapet
      - Peaked roof or arch
      - Architectural detail such as columns, tile work, stone or moldings integrated into the building structure
      - Integral planters or wing walls and incorporate landscaped areas and/or places for sitting

D. Roof and Top Treatments
   a. Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to DRC and JRC approval.
   b. The average parapet height may not exceed 15% of the supporting wall height.
   c. Vary parapet and/or roof heights to add interest and consider the use of overhangs and cornice features for decorative interest.
   d. Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.
   e. Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.
   f. Large sloped roofs must have variations in height or offsets to break up the large plane with maximum 100 linear feet of one plane.
   g. Larger roof elements, when used as an architectural expression are allowed on a case by case basis.

E. Accessory Buildings
   a. Shall be of the same character and materials as primary buildings.
   b. No pre-engineered metal buildings.

3.14 SINGLE FAMILY RESIDENTIAL

3.14.1 Single Family Detached Residential Site Design

A. Strategic views of the mountains and other natural features shall be encouraged in the development.
B. Minimum sizes are regulated for estate and single-family lots and houses.
C. Pedestrian circulation should be continuous throughout the development and connect to adjacent attractions.
D. Outdoor recreation opportunities for children and their parents should be provided.
E. Entryways to the neighborhood should be emphasized with signage, fencing, walls and/or landscaped medians.
F. Homes should be varied in location along lots to create variety along the street.
G. Landscape plans shall be designed by a landscape design professional. See section 3.5.9 for landscape standards.
H. Landscaping to be installed as soon as weather permits, but in any event no later than six (6) months after a home is closed by initial buyer.
I. Perimeter fencing shall be two-rail, post and dowel wood. "Mesh" type material will be allowed on the inside of the perimeter fencing. Other types of fencing may be allowed with DRC and JRC approval.
J. Neighborhoods should have, at a minimum, six (6) foot privacy fencing along arterial and collector streets. Preferred arterial fence type is 1x6 cedar pickets with top and bottom rail and 36 inch masonry columns with pitched cap every 100 feet. Arterial fencing should noticeably deviate away from the straight fence line to create small landscaped "pockets". Opportunities include entryways, street corners or fencing that runs over 600 feet. These pockets may be located within easements to allow consistent irrigation and maintenance along with the arterial landscaping.
K. Free-standing flag poles are not allowed. One wall-mounted bracket per home shall be allowed.
L. All elevations are also subject to Town staff approval prior to permit.

3.14.2 RESIDENTIAL ARCHITECTURAL DESIGN STANDARDS

A. General Conditions for Single Family Residential
   a. Housing model variety is strongly encouraged and each housing model shall have at least three (3) characteristics which clearly and obviously distinguish it from other housing models. The characteristics shall include different floor plans, exterior elevations, exterior materials, roof lines, garage placement, and the placement of the footprint on the lot and/or building face.
   b. To the extent feasible every front facade shall face the street and all units shall provide for a walk (hard surface) connection to the public walk system.
   c. The Builder shall provide each residence with a rear patio from the back door of the building.

B. Front Elevation
   a. The front facade elevation shall consist of a mix of materials to provide an interesting and pleasing residential unit and streetscape.
   b. The front facade shall include a minimum of 20% stone or brick. The garage door, front door and windows shall not be included in the calculation for percentage.
   c. The color of all exterior materials will be subdued to blend with the colors of the natural landscape. Muted earth tones, primarily in hues of tan,

brown, charcoal, or gray, or variations of blues, yellows, and greens are recommended. Accent colors used judiciously and with restraint may be permitted including white clad windows and entry doors or an accent color for the entry / front door and peak area may be used. A maximum of three colors each for the field , base and trim is encouraged. Light tones which unduly contrast with the surrounding landscape may be prohibited by the DRC.

C. Front Porches
   a. It is encouraged to provide a front porch or a well-defined entry for all residential homes.
   b. A front porch shall have a minimum depth of 4'-0" (as measured from the front facade to the posts, railings and spindles) and a minimum length of 4'-0".
   c. A front porch can intrude 4' into setback but must remain outside the utility easement.
   d. Posts and railings or a short "sitting wall" shall enclose all porches with a floor elevation more than 30 inches above finish grade.
   e. A well-defined front entry shall be a minimum of 4 feet wide and 4 feet deep. The width of the entry at its outer opening shall be a minimum of 2 feet wider than the width of the entry door, unless a Variance is approved under Section 1.9.

D. Garages
   a. If a three car garage is to be built, then one garage bay will be offset from the primary facade of the dwelling or a covered porch by at least two feet.
   b. With car garage doors that are visible as part of front building elevations, shall not comprise more than sixty five (65) percent of the ground floor street-facing linear building frontage. Corner lots are exempt from this condition. Three car garages may comprise a higher percentage.
   c. Each detached single family dwelling shall include an attached or detached two car garage and may include a larger garage up to three (3) garage doors only. Tandem parking within the garage is allowed.
   d. Garage doors will be detailed with grids or panel patterns, and/or windows with decorative trim features. Garage colors will be complementary in color and design to the house exterior. Other DRC solutions to mitigate the impact of garage doors may be considered if approved by the DRC.
   e. Garage doors may be located on another side of the dwelling (side loaded) provided that the side of the garage facing the street has windows or other DRC features that mimic the features of the living portion of the dwelling.
   f. Tapering driveways at the street curb unless the driveway is of sufficient length to allow vehicles to park in the driveway without blocking access to other garage doors shall be discouraged.

E. Roofs
   a. Residences shall have exterior elevations, roofs, and details that are coordinated and consistent in their architectural treatment
   b. Multiple axis roof lines to reduce building scale and increase individuality and diversity shall be encouraged.
   c. Roof pitches of 5/12 shall be encouraged for the dominant roof surface, except where styles incorporate flat or lower pitched roof design as an expression of deliberate architectural appearance.
   d. Eave lines that vary vertically to improve visual quality and break up building mass shall be encouraged.
   e. High-profile/random asphalt shingles with a minimum of a 30 year life shall be used. Three (3) tab asphalt shingles are not allowed. Weather wood, or similar tone colors, or other complementary shingle color for the paint scheme for the unit shall be used.
   f. Other roofing materials shall be approved on an individual case basis and may include, but is not limited to metal, concrete, file or simulated fiberglass cedar shake shingle roofs in earth tones, shall be encouraged.

3.15 Multi-Family Residential

A. Density
   a. Maximum density in multi-family residential shall be 25 dwelling units per acre.

B. Landscaping
   a. Exposed sections of building walls that are visible from public areas or high use areas on private property shall have planting beds at least six (6) feet wide along a minimum of 50% of the length of the wall. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building face. Exact locations and spacing may be adjusted at the option of the owner to support patterns of use, views, and circulation as long as the overall tree planting minimum requirement is met. The planting beds and trees may be counted towards meeting the requirements for landscaping and buffers.

C. Building Design
   a. Compatibility with Existing Development and Site Design - The design of new structures in or adjacent to existing developed areas shall be compatible with or complementary to the established architectural character of such areas. Compatibility may be achieved through techniques such as:
   b. Repetition of roof lines.
   c. Use of similar proportions in building mass and outdoor spaces.
   d. Similar relationships to the street.
   e. Similar windows and door patterns.
   f. Building materials with similar colors and textures.
   g. Site design for flex uses should incorporate, where possible, central, common service/ loading areas.
   h. Treat all sides with similar materials.
   i. Multi-family building facades shall be articulated with porches, balconies, bays or other offsets.
   j. Accessory buildings should be similar in character and materials as primary buildings.
   k. All facades of a building shall have similar materials.

D. Materials and Colors
   a. Primary facade and roof colors shall have a low reflectance and be a subtle, neutral or Earth-toned color. Earth-tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, grays or charcoal color values.
   b. Trim and accents of brighter colors, including primary colors, are allowed. Vivid colors shall be used sparingly (3% or less of a facade). Vivid colors are defined as bright colors, such as primary colors.
   c. Preferred predominant facade materials include: glazing, brick, cementious siding, native or cultured stone, tinted and textured concrete masonry units, architectural precast concrete panels, site cast tilt-up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color. 40% of the front facade or the entire first floor (whichever is greater) shall be masonry (stone (manufactured or real) or brick).
   d. Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or other appropriate finishes. In addition, high quality ACM Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall design aesthetic.
   e. Prohibited predominant materials are smooth-face concrete block, full ceramic walls, and pre-fabricated uninsulated, non-textured, flat metal panels. These materials may be used as accent but shall occupy no more than 30% of a facade. Glazing with reflectivity or opacity higher than 60% is strictly prohibited.

E. Facades that face a street or parking area shall not have a blank, uninterrupted length exceeding 50 feet without including at least two (2) of the following:
   a. Change in plane.
   b. Change in color.
   c. Change in texture or pattern.
   d. Windows.
   e. Columns, piers or equivalent element that subdivides the wall.
   f. Facades greater than 150 feet in length shall incorporate wall plane projections or recesses having a depth of at least 2% of the length of the facade and occupy at least 20% of the length of the facade.

F. Building Entrances - Primary building entrances shall be clearly defined and provide shelter from the sun, wind, rain and snow, and include two (2) of the following:
   a. Canopy, arcade or portico.
   b. Overhang or recess.
   c. Raised corniced parapet.
   d. Peaked roof or arch.
   e. Architectural detail such as columns, tile work, stone or moldings integrated into the building structure.
   f. Integral planters or wing walls and incorporate landscaped areas and/or places for sitting.
   g. Special landscape or site feature.

G. Roof and Top Treatments

a. Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to DRC and JRC approval.
b. The average parapet height may not exceed 15% of the supporting wall height.
c. Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.
d. Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.
e. Large sloped roofs must have variations in height or offsets to break up the large plane with a maximum 100 linear feet of one plane.
f. Larger roof elements, when used as an architectural expression are allowed on a case by case basis.

H. Accessory Buildings
a. Shall be of the same character and materials as primary buildings.

4.0 Definitions

Animated sign - A moving sign that utilizes motion, implied or actual, in a horizontal or vertical plane or both. The only animated type of signs that are permitted are "time and temperature" and "barber pole" signs.
Awning - A temporary hood, cover or shelter which may be fixed or retractable, and which projects from the exterior wall of a building over a window, walk, door or similar building feature. An awning is often constructed of fabric, metal or glass and is not supported by the ground.
Berm - An undulation in terrain creating a new landform within a landscape to be utilized for wind protection, screening or a point of focal interest.
Buffer - The use of open space, architecture, or landscape materials to minimize the visual and/ or noise impacts of development.
Building - Any structure used, designed or intended for the roofed shelter, enclosure or protection of persons, animals or property.
Builder - Builder shall be any purchaser, assignee, or transferee of Developer.
Canopy - A roof-like structure serving the purpose of protecting vehicles and/or pedestrians and which may be freestanding or attached to a building, is provided with supports, and is open on three (3) sides if attached and on all sides if freestanding.
Clinic, medical or dental - Offices organized as a unified facility to provide medical or dental treatment as contrasted with an unrelated group of such offices, but not including bed-patient care.
Development - A single lot, parcel or tract of land or portions or combinations of lots, parcels or tracts of land which are held in single or common ownership and which exist as a distinct functional entity. Multi-use buildings and multiple building complexes which are held in singular or common ownership, either by individual, corporation, partnership or other legally recognized entity, shall be considered a development for the purpose of signage.
Developer- The Developer is Ridge II HoldCo, LLC.
DRC - North Ridge Design Review Committee
Flashing sign - A sign that is illuminated with intermittent lighting, animated lighting or with varying intensities of light at intervals of fifteen (15) seconds or less, including a moving light or lights.
Flex - Flex space lends itself to a variety of uses. The building is designed for multiple tenants, divided in spaces running front to rear. Office space is located at the front of the building with warehouse space, typically accessed by delivery doors at the rear elevation of the building. The proportion of office vs. warehouse space in each tenant space is not determined until the user occupies the space. The space may subsequently be re-proportioned to accommodate the current occupant or a new occupant's changing needs. The space may include such uses as offices; retail and wholesale stores; warehousing, manufacturing, light industrial, or scientific research functions.
Freestanding sign - A sign that is permanent and self-supporting, being non-dependent upon support from a building or other structure, including signs placed upon fences or non- supporting walls.
General Warehousing - Establishments primarily engaged in operating merchandise warehousing and storage facilities, including mini-storage facilities. These establishments generally handle goods in containers, such as boxes, barrels, and/or drums, using equipment, such a forklifts, pallets, and racks. Warehousing facilities should be oriented away from public view and located adjacent to complementary uses.
Gross leasable area (G.L.A.) - The total floor area of commercial buildings, which floor area is designed for tenant occupancy and exclusive use, including basements, mezzanines and upper floors, if any; expressed in square feet and measured from the center line of joint partitions and from outside wall faces.
Home occupations - In any district where home occupations are permitted as an accessory use, the establishment and continuance of a home occupation shall be subject to the following general requirements: use shall be conducted entirely within a dwelling and carried on principally by the inhabitants thereof; use shall be clearly incidental and secondary to the use of the dwelling for residential purposes and shall not change the residential character thereof; total area used for such purposes shall not exceed the equivalent of one-half (½) the floor area, in square feet, of the first floor of the user's dwelling unit; no advertising, display or other indications of home occupation on the premises; there shall not be conducted on the premises the business of selling stocks, supplies or products, provided that incidental retail sales may be made in connection with the permitted home occupations; no exterior storage on the premises of material used in the home occupation; no offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line, as a result of the home occupation;
Home occupations examples: refer to Town Code at the time of application for allowable home occupation uses.
JRC- Johnstown Review Committee
Light Industrial - Light industrial shall mean uses engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including precessing, fabrication, assembly, treatment, packaging, incidental storage, sales or distribution of such products. Further, light industrial shall mean uses such as the manufacture of electronic instruments, preparation of food products, pharmaceutical manufacturing, research and scientific laboratories or the like. Light industrial shall not include uses such as mining and extracting industries, petrochemical industries, rubber refining, primary metal or related industries. In addition, all uses allowed in section 1.5.11 shall be included in the definition of light industrial
Large Lot- A residential lot 5,000 s.f. or greater
Lot - A single parcel of contiguous land occupied or intended to be occupied by such structures and uses as permitted, together with the open spaces required, and abutting on a public street or officially approved way.

Lot area - The area of contiguous land bounded by lot lines, exclusive of land provided for public thoroughfare.
Lot lines - The lines bounding a lot as defined herein.
Manufacturing - The processing of raw materials or parts into finished goods through the use of tools, human labor, machinery, and chemical processing. Manufacturing is a value-adding process allowing businesses to sell finished products at a higher cost over the value of the raw materials used
Metro District – Villages at Johnstown Metropolitian Districts Nos. 1-8 formed pursuant to the Colorado Special Districts Act (C.R.S. 32-1-101, et seq.)
Mixed-Use – A Site or Building that incorporates more than one use. This could be a site that has both residential and non-residential on the same site or it could be the use of a structure that combines or integrates both residential and non-residential uses in the same structure/building.
Multi-family - Multifamily residential is a classification of housing where multiple separate housing units for residential inhabitants are contained within one building, with multiple buildings of the same classification are located on a single lot. Units can be next to each other, or stacked on top of each other and are for rent rather than owned by the residents.
Office - A type of land-use where the order of work is service related rather than production of goods or retail sales
Off-street parking space - The area on a lot designed to accommodate a parked motor vehicle as an accessory service to the use of lot and with adequate access thereto from the public street.
Offset/Setback- The horizontal distance between any structure and a lot line, other than a street right-of- way line.
Open space - The gross area of a lot or tract of land minus all streets, driveways, parking lots, and building areas, which is to be or has been landscaped or developed for use by the public or by the residents of the lot or tract of land for private, common or public enjoyment or recreational use.
Outdoor recreational facilities - Land and structure, along with accessory equipment, designed and utilized for leisure time activities of a predominantly "outdoor" nature and of more specific purpose than passive park-like open areas, and further classified as follows:
Public: Facilities owned and operated by a government agency for limited or general public use.
Private Commercial: Facilities owned and operated by a group for profit as a business, whether or not open to general public use.
Private Group: Facilities owned and operated by a group for the exclusive use of the members of such group and their guests and not for profit as a business.
Private Residential: Facilities owned by an individual, located on the same lot or adjoining lot to his or her family and guests.
Outline Development Plan (ODP)- The general plan for the North Ridge development that describes or outlines the existing conditions of the site and the proposed development which includes location map, sketch plan and general development information as required by the Johnstown Town Code.
Overstory Street Canopy - Large, deciduous shade trees with high branch systems at maturity that are located within the public right-of-way between the edge of the street and the edge of private or common property or in street medians. Typically, these trees are located between the bike path or sidewalk and the street edge.
Passenger transportation terminals - Bus and rail depots, but not including airports, airstrips, and landing fields. Any such use shall be located not less than one hundred (100) feet from any residential district boundary
Private lodge or club - A structure or grounds used for regular or periodic meetings or gatherings of a group of persons organized for a nonprofit purpose, but not groups organized to render a service customarily carried on as a business.
Professional office - The office of a doctor, dentist, architect, landscape architect, engineer, lawyer or other similar recognized profession.
Retail store - A commercial establishment for the sale of material goods or commodities in relatively small quantities directly to the consumer.
Roof sign – A sign erected, constructed and maintained above the eaves and attached to the roof of a building. Roof signs are specifically prohibited.
Screen - To use landscape materials, walls, fencing, etc. to shield an area from view and to mitigate noise impacts.
Setback - The horizontal distance between any structure and the established street right-of-way line.
Sign - Any structure or part thereof or any device attached to a structure, or any other form of visual communication applied by paint, illumination, embossing or other technique to a structure for the purpose of directing, advertising, informing, warning or otherwise conveying information visually to the viewer.
Small Lot- A residential lot less than 5,000 s.f.
Single-Family Detached- Means a residential structure designed to house a single-family unit, with private outside entrance, but without common walls between the dwelling units.
Single-Family Attached - A residential structure designed to house a single-family unit from lowest level to roof, with a private outside entrance, but not necessarily occupying a private lot, and sharing a common wall adjoining dwelling units.
Stormwater Detention - Containment of controlled runoff temporarily for storage. Typically, the water is stored in a pond for a limited period of time.
Stormwater Retention - Containment of controlled runoff temporarily for storage. Typically, the water is stored in a pond for an extended period of time.
Structure - A combination of materials other than natural terrain or plant growth erected or constructed to form a shelter, enclosure, retainer, container, support, base, pavement or decoration. The word structure includes buildings. Exception: Not including fences six (6) feet or less in height.
Use, Accessory - A use subordinate to and customarily incident to the permitted principal use of the property or buildings and located upon the same lot as the principal use.
Use, Permitted - That utilization of land by occupancy, activity, building or other structure which is specifically enumerated as permissible by the regulations of the zoning district in which land is located.
Use, Principal - The main or primary use of property or structures as permitted on such lot by the regulations of the zone district in which it is located.

Xeriscape - An environmentally friendly landscape design approach where some or all of the following techniques are utilized: selecting low water demanding plants, grouping plants by their cultural needs, reducing turf areas, using turf types with low water requirements, using plants native to the region being designed, using mulches to cover soil and save moisture, irrigating by zoning plants together with similar water needs and by using efficient head layout and water distribution patterns, and performing regular maintenance to preserve the landscape and conserve water.


I-25
Thompson River Ranch
North Ridge Design Guidelines Coverage Area
Mountain View Farms Annexation
Larimer County – Rural Residential
Freedom Parkway/LCR 18
The Ridge Filing 4
Loveland

Town of Johnstown

PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM

ITEM: **North Ridge Design Guidelines (ZON22-0007)**

DESCRIPTION: The North Ridge Design Guidelines guide development for 59.9 acres and provides performance standards across The North Ridge development.

LOCATION: NE corner of I-25 and LCR 18/Hwy 402/Freedom Parkway.

APPLICANT: Ripley Design and TST Consulting Engineers on behalf of RIDGE II HOLDCO, LLC

STAFF: Tony LeFevre, Planner I

HEARING DATE: February 14, 2024

ATTACHMENTS

1- Vicinity Map
2- North Ridge Outline Development Plan Amendment 1
3- North Ridge Design Guidelines

BACKGROUND AND SUMMARY

The applicant, Ridge II HOLDCO, LLC, requests approval of the North Ridge Design Guidelines covering approximately 59.9 acres of land, located east of I-25 and north of Larimer CR 18/Highway 402/Freedom Parkway.

The application for the North Ridge Design Guidelines was originally taken to the Town of Johnstown Planning and Zoning Commission on August 10, 2022. The public hearing was opened and the staff report was given to the commission. The applicant requested tabling the Design Guidelines until a decision was made by Town Council concerning the North Ridge ODP Amendment 1. The request was granted and the application was tabled with the Planning and Zoning Commission.

SURROUNDING ZONING & LAND USE

North: PUD – Thompson River Ranch single family residential
East: PUD-MU – North Ridge at TRR single family residential &
Larimer County – Rural Residential (RR2) single family residential
South: PUD-MU – The Ridge PUD – planned commercial, retail & residential
West: I-25 and PUD-MU – Mountain View Farms - planned commercial & residential uses

PUBLIC NOTICE AND AGENCY REFERRALS

Notice for the Planning and Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, February 1, 2024. 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 questions. This notice included a map of the proposed zoning changes. Based upon the changes proposed, this land use designation amendment did not warrant a full referral review by the Johnstown Review Committee (JRC). No neighborhood meeting was required at the time of submittal.

No public comments or questions have been forthcoming to Town Staff, as of the publication date of this memorandum

STAFF ANALYSIS

The North Ridge Design Guidelines are in substantial compliance with the Town of Johnstown Land Use Code. The Design Guidelines will provide consistent signage and design standards across the North Ridge Subdivision developments, as well as in adjacent properties to the west and south. These updated design guidelines provide clear design standards for future commercial, retail and residential within the North Ridge subdivision and they will supersede the minimal design standards in the North Ridge ODP Amendment 1 (see attached). The zoning of land within the North Ridge ODP Amendment 1 will remain the same, PUD-MU.

The North Ridge PUD ODP Amendment 1 includes a narrative in the signature block that states "The Annexation of the Bath Parcel will complete North Ridge and complement The Ridge Development bridging the two projects together through integrated concept design and uniform development standards." The North Ridge Design Guidelines and The Ridge Design Guidelines fulfill this approved narrative as they have the same concept design as well as uniform development standards.

COMPREHENSIVE PLAN COMPLIANCE

GOAL L1 of the adopted Johnstown Comprehensive Plan reads as follows: Ensure neighborhood character and amenities contribute to the health and wellbeing of diverse residents. Staff finds that the proposed design guidelines further this goal, because they establish consistent design standards for a large project area.

STRATEGIC PLAN COMPLIANCE

GOAL: Expect and encourage community centered design.

Strategy: Create and maintain neighborhoods and activity centers with high standards of site and architectural design.

Staff finds that the proposed design guidelines correlate directly with the Goal and Strategy listed above. Establishing comprehensive design guidelines for large projects and project areas creates neighborhood cohesion and an elevated sense of community beautification.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

It is recommended that Planning and Zoning Commission send a positive recommendation to Town Council concerning the North Ridge Design Guidelines based upon the substantial compliance with Town of Johnstown Land Use Code as well as the stated need for integration of concept design and uniform development standards as approved with the North Ridge PUD ODP Amendment 1. The North Ridge Design Guidelines are also in alignment with the Johnstown Comprehensive Plan and Johnstown Strategic Plan.

Recommended Motion

Based on the application materials received and analysis and presentation at the hearing, the Planning & Zoning Commission moves to recommend to the Town Council approval of the North Ridge Design Guidelines.

Alternate Motion

Motion to Deny: "I move that the Commission recommend to the Town Council denial of North Ridge Design Guidelines based upon the following…"

NORTH RIDGE DESIGN GUIDELINES

Design Guidelines (ZON22-0007)

Planning and Zoning Commission Meeting

February 14th , 2024

7 p.m.

The Community that Cares

SITE LOCATION & BACKGROUND

General Location

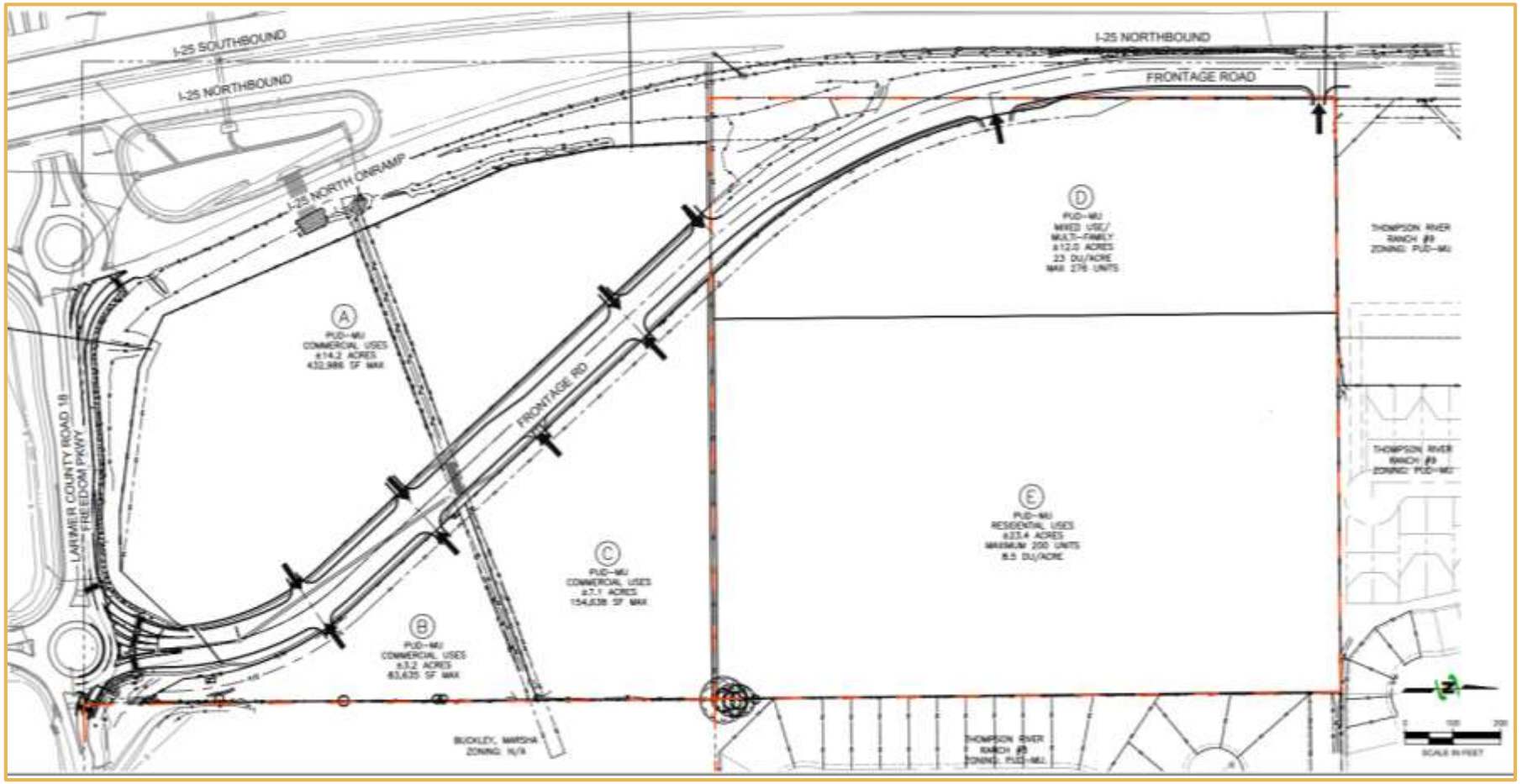
- East of I-25 & North of Freedom Pkwy/LCR 18
  - Approx. 59.9 acres

Previous Land Use Events

- 2006: 402 Exchange Business Park Annexation
  2021: North Ridge Annexation (~north half)
- 2021: North Ridge ODP
  - Established PUD-MU zoning and uses
- 2022: North Ridge Subdivision
  - 4 lots and 2 tracts platted
- 2023: North Ridge ODP Amendment 1
  - Remained PUD-MU with increased residential uses allowed

NORTH RIDGE ODP AMENDMENT 1 OVERVIEW

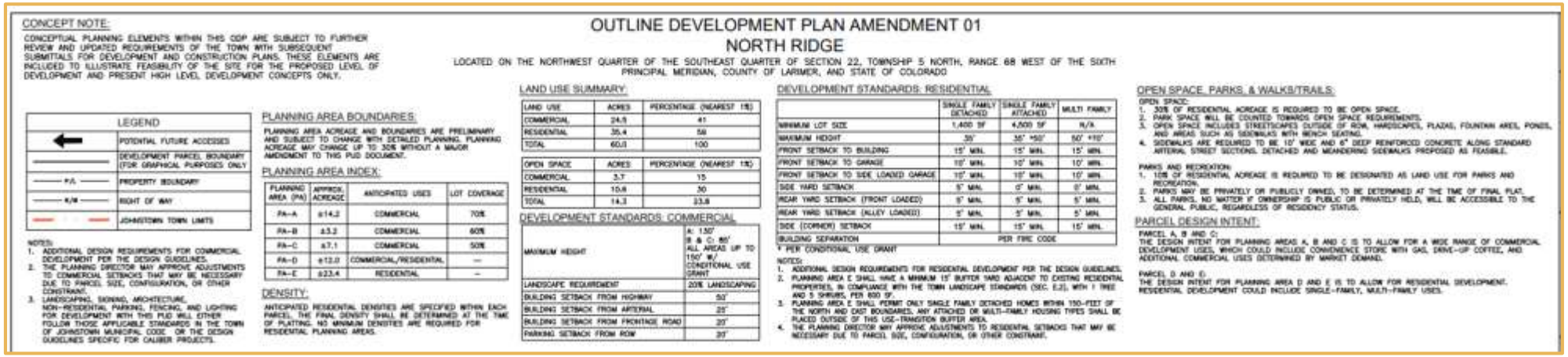
- North is to the right
- PUD-MU with more commercial & retail uses closer to Freedom Parkway
- Residential increases to the north closer to Thompson River Ranch
- Zoning & Land Uses, Master grading and drainage plan, and Master Utility Plan remain the same from the North Ridge ODP Amend 1



The Community that Cares

North Ridge Design Guidelines

Entirety of North Ridge ODP Amend 1 Design Guidelines:



CONCEPT NOTE:

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

OUTLINE DEVELOPMENT PLAN AMENDMENT 01

NORTH RIDGE

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

LEGEND

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

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

PLANNING AREA BOUNDARIES:

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

PLANNING AREA INDEX:

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

DENSITY:

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

LAND USE SUMMARY:

LAND USE	ACRES	PERCENTAGE (NEAREST 1%)
COMMERCIAL	24.9	41
RESIDENTIAL	35.4	58
TOTAL	60.3	100

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

DEVELOPMENT STANDARDS: COMMERCIAL

MAXIMUM HEIGHT	A: 130' B & C: 80' ALL AREAS UP TO 150' W/ CONDITIONAL USE GRANT
LANDSCAPE REQUIREMENT	20% LANDSCAPING
BUILDING SETBACK FROM HIGHWAY	50'
BUILDING SETBACK FROM ARTERIAL	25'
BUILDING SETBACK FROM FRONTAGE ROAD	20'
PARKING SETBACK FROM ROW	20'

DEVELOPMENT STANDARDS: RESIDENTIAL

	SINGLE FAMILY DETACHED	SINGLE FAMILY ATTACHED	MULTI FAMILY
MINIMUM LOT SIZE	1,400 SF	4,000 SF	N/A
MAXIMUM HEIGHT	35'	35' *50'	50' *110'
FRONT SETBACK TO BUILDING	15' MIN.	15' MIN.	15' MIN.
FRONT SETBACK TO GARAGE	10' MIN.	10' MIN.	10' MIN.
FRONT SETBACK TO SIDE LOADED GARAGE	10' MIN.	10' MIN.	10' MIN.
SIDE YARD SETBACK	5' MIN.	0' MIN.	0' MIN.
REAR YARD SETBACK (FRONT LOADED)	5' MIN.	5' MIN.	5' MIN.
REAR YARD SETBACK (ALLEY LOADED)	5' MIN.	5' MIN.	5' MIN.
SIDE (CORNER) SETBACK	15' MIN.	15' MIN.	15' MIN.
BUILDING SEPARATION	PER FIRE CODE		

* PER CONDITIONAL USE GRANT

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

OPEN SPACE, PARKS, & WALKS/TRAILS:

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

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

PARCEL DESIGN INTENT:

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

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

Proposed North Ridge Design Guidelines include:

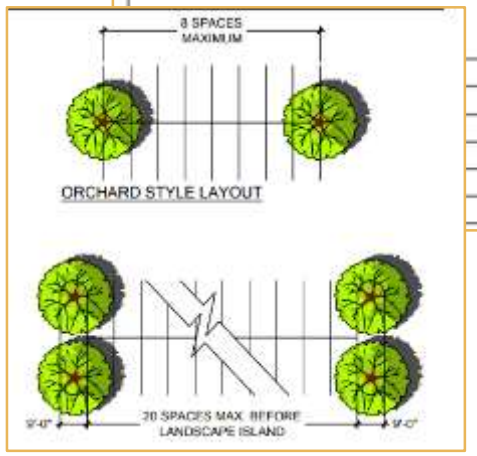
- Permitted Specific Land Uses
- Procedures for development
- Parking, Landscaping and Signage
- Retail Building Design Standards

CONTENTS

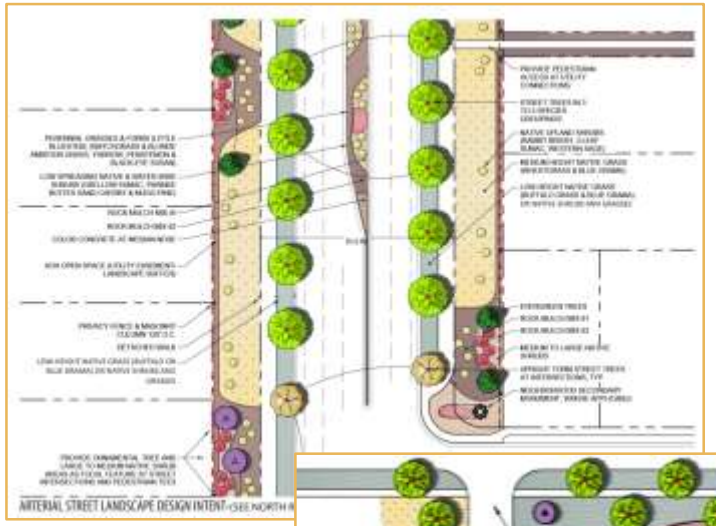
North Ridge Design Guidelines Examples

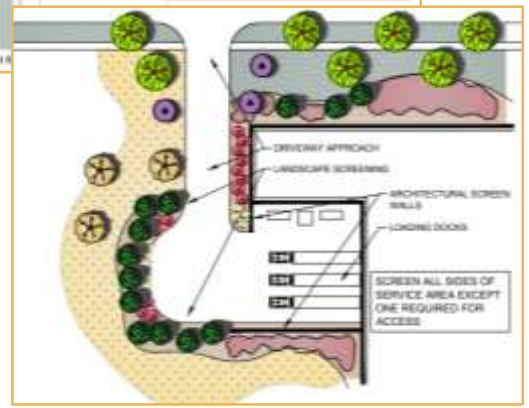
Parking

USE	PARKING REQUIREMENTS
Single-family residence	2 spaces per dwelling unit
Multifamily residence	1 space per dwelling unit (Studio / 1 bedroom) 1.5 spaces per dwelling unit (2 bedroom) 1.75 spaces per dwelling unit (3 bedroom) 2 spaces per dwelling unit (4+ bedroom) Attached Single Family (duplex, rowhome) shall provide required spaces in an enclosed garage.
	2 spaces for every classroom
	1 space for every 5 students of max auditorium capacity
	1 space for every 5 students of max auditorium capacity
	1 space for every 2 beds
	5 spaces for every practitioner
	1 space for every 1,250 sq. ft. of G.L.A. & 1 trailer space per dock door



Landscaping





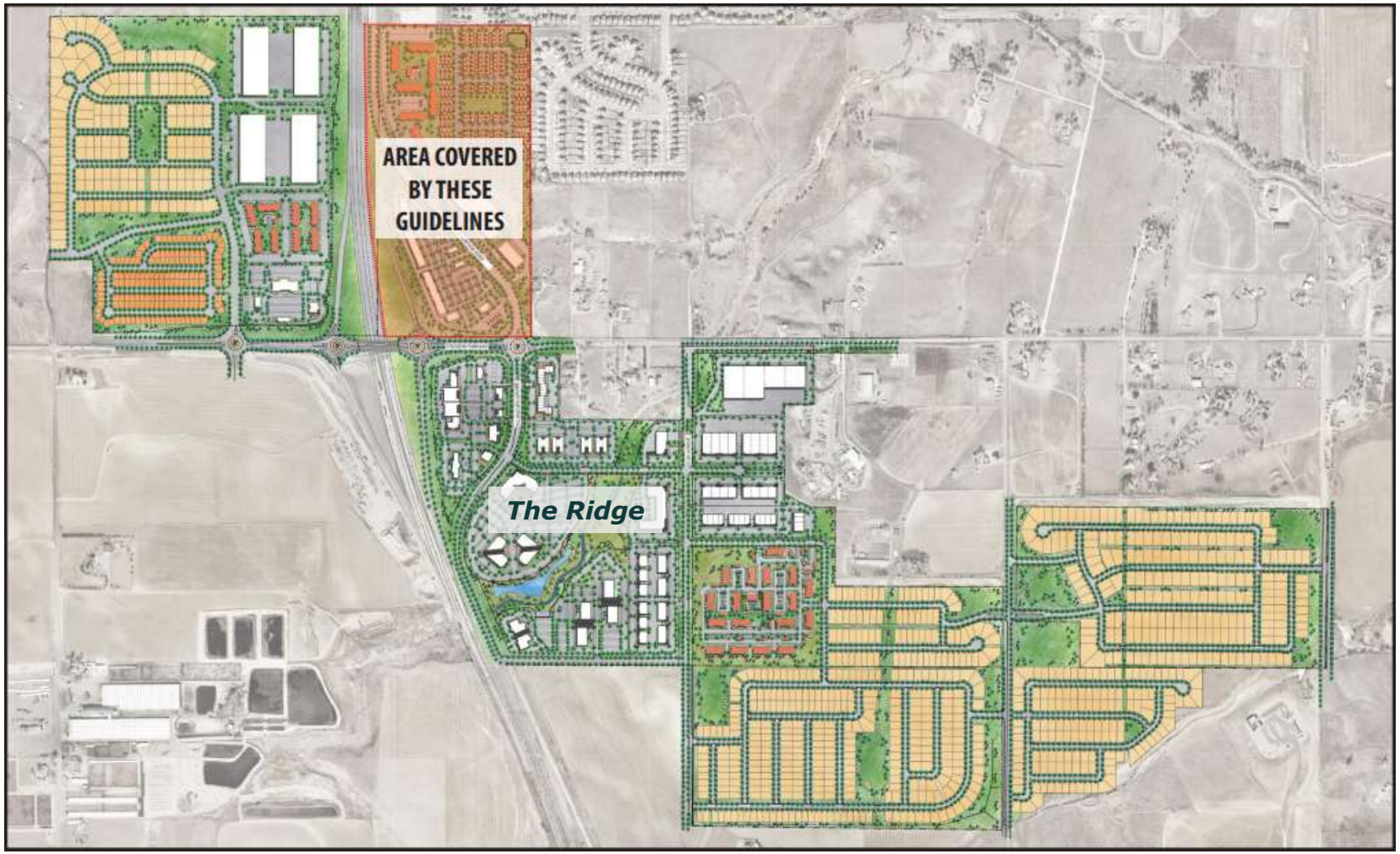
Signage

North Ridge Design Guidelines

Relationship to surrounding areas:

- The Ridge Design Guidelines will use the same technical design guidelines with only naming changes as a difference.

- The uniform design guidelines bridge the two projects together through "integrated concept design and uniform development standards."



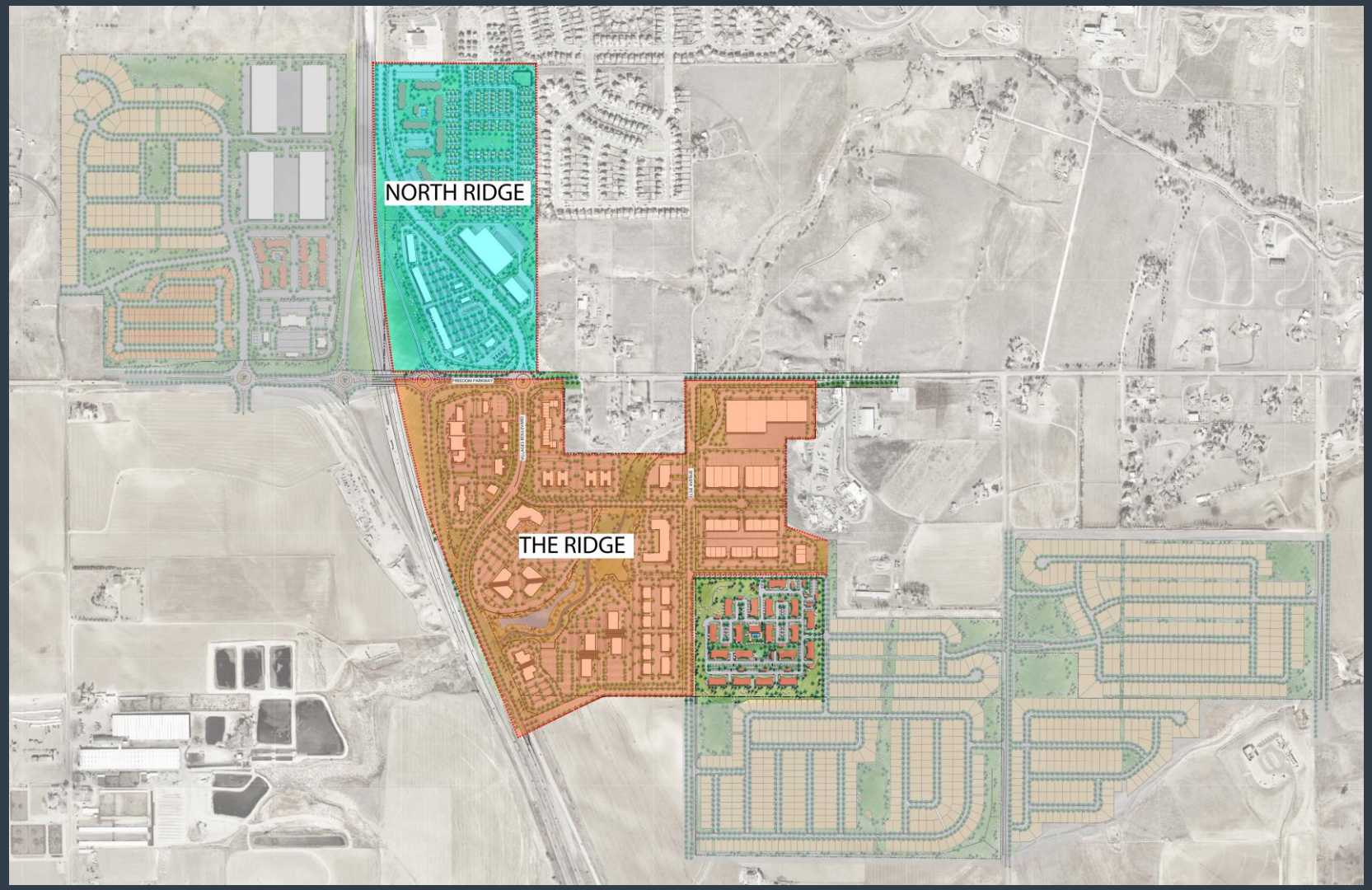
STAFF ANALYSIS & RECOMMENDATION

- Substantial Compliance with Town Land Use Code
- Provides the integrated concept design and uniform development standards approved by Town Council with the narrative from the North Ridge Outline Development Plan Amendment 1
- Encourages consistent design and uniform development standards across a growing area of the Town.

- Staff recommendation for is for Approval

The Community that Cares

THE RIDGE AND NORTH RIDGE



THE RIDGE JOHNSTOWN

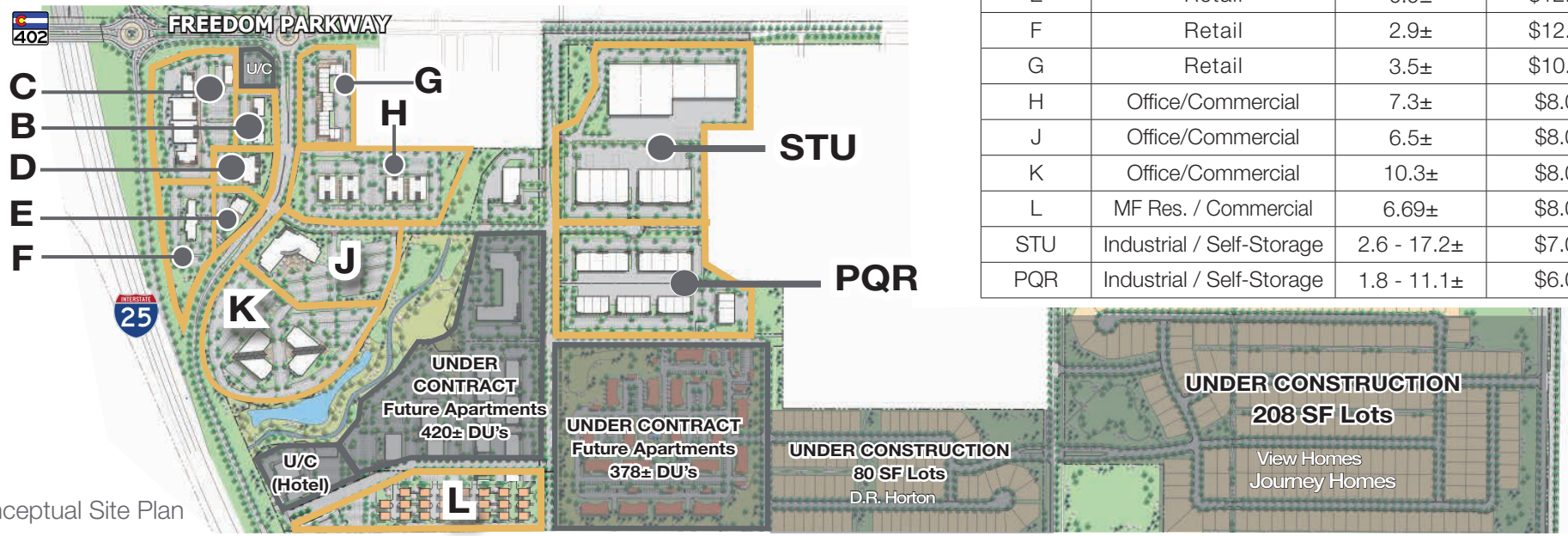
NORTH RIDGE JOHNSTOWN

CALIBER DEVELOPMENT

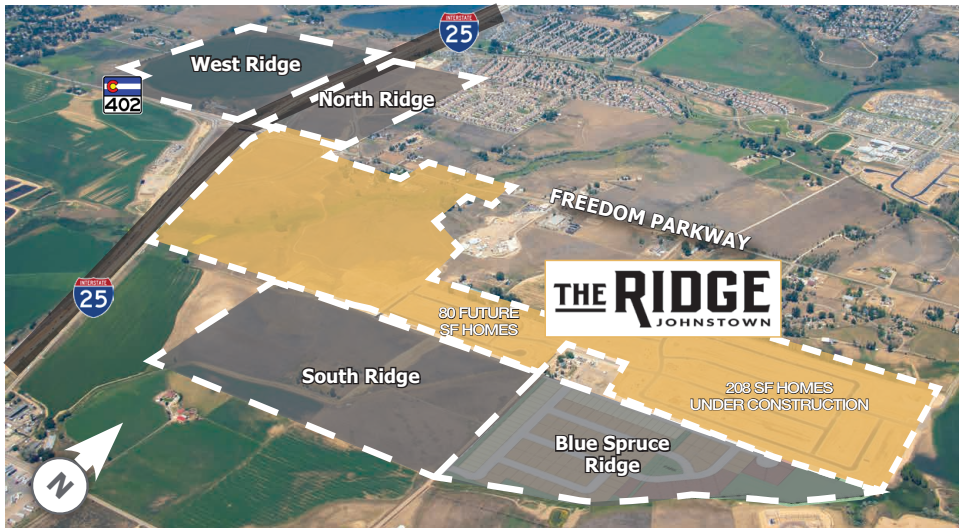
THE RIDGE AND NORTH RIDGE GUIDELINES

THE RIDGE

LOT	LAND USE	ACRES	PRIC
B	Retail	1.2±	$18.00
C	Retail	5.6±	$15.00
D	Retail	1.5±	$15.00
E	Retail	0.9±	$12.00
F	Retail	2.9±	$12.00
G	Retail	3.5±	$10.00
H	Office/Commercial	7.3±	$8.00
J	Office/Commercial	6.5±	$8.00
K	Office/Commercial	10.3±	$8.00
L	MF Res. / Commercial	6.69±	$8.00
STU	Industrial / Self-Storage	2.6 - 17.2±	$7.00
PQR	Industrial / Self-Storage	1.8 - 11.1±	$6.00



Conceptual Site Plan



NORTH RIDGE

Conceptual Site Plan

LOT	LAND USE	ACRES	PRICE PSF
1	Retail	11.69±	$14.00
2	Industrial	10.5±	$8.50
3	Multifamily (23 du/ac) /Commercial	6.86±	$8.50
4	Multifamily (23 du/ac) /Commercial	4.42±	$8.50

450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: March 4, 2024

SUBJECT: Public Hearing – Resolution 2024-12 Approving The Ridge Design Guidelines

ACTION PROPOSED: Consideration of Resolution 2024-12 Approving The Ridge Design Guidelines

ATTACHMENTS:
1. Resolution 2024-12 Approving The Ridge Design Guidelines
2. Vicinity Map
3. Planning & Zoning Commission Agenda Memorandum
4. Staff Presentation
5. Applicant Presentation

PRESENTED BY: Tony LeFevre, Planner I

AGENDA ITEM DESCRIPTION:
Enclosed for your review and consideration are The Ridge Design Guidelines submitted by J-25 Land Holdings, LLC covering approximately 135.5 acres of land, located east of I-25 and south of Larimer CR 18/Freedom Parkway (Attachment 2).

The subject property was part of the 2018 The Villages at Johnstown Amended Preliminary Plat and Performance Standards that approved the preliminary plat and design guidelines concurrently. The design guidelines presented here will supersede the 2018 Performance Standards over the aforementioned 135.5 acres. The Ridge Design Guidelines were submitted in November 2022 and are part of a larger effort by the developer to provide standardized Design Guidelines across The Ridge, North Ridge and adjacent retail, commercial and residential properties. The Ridge Design Guidelines have not been previously reviewed by Town Council.

The Planning and Zoning Commission (PZC) held a public hearing on February 14, 2024 to consider The Ridge Design Guidelines. The Planning & Zoning Commission Agenda Memorandum (Attachment 3) provides additional background and analysis. The Commission approved a motion to recommend to Town Council approval of The Ridge Design Guidelines with the condition of

updating the reference documents in Section 2.9. The reference documents have been updated to reflect the most current Town of Johnstown reference documents at the time of any project submittal.

The Ridge Design Guidelines are in substantial compliance with the Town of Johnstown Land Use Code effective December 5, 2023.

COMPREHENSIVE PLAN COMPLIANCE
GOAL L1 of the adopted Johnstown Comprehensive Plan reads as follows: Ensure neighborhood character and amenities contribute to the health and well-being of diverse residents.

Staff finds that the proposed design guidelines further this goal, because they establish consistent design standards for a large project area.

STRATEGIC PLAN ALIGNMENT:

- Natural & Built Environment
    - *Expect and encourage community-centered design*

Staff finds that the proposed design guidelines correlate directly with the Goal and Strategy listed above. Establishing comprehensive design guidelines for large projects and project areas creates neighborhood cohesion and an elevated sense of community beautification.

LEGAL ADVICE:

The Town Attorney prepared the Resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Resolution 2024-12, approving The Ridge Design Guidelines.

SUGGESTED MOTIONS:

For Approval: I move to approve Resolution No. 2024-12 accepting The Ridge Design Guidelines.

For Denial: I move to deny Resolution No. 2024-12.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2024 - 12

APPROVING THE RIDGE JOHNSTOWN DESIGN GUIDELINES

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

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

WHEREAS, J-25 Land Holdings, LLC, a Delaware limited liability company, submitted an application to the Town for approval of The Ridge Johnstown Design Guidelines dated January 24, 2024, for use and application at The Ridge, a subdivision located at the southeast intersection of Interstate 25 and Freedom Parkway; and

WHEREAS, on February 14, 2024, the Planning and Zoning Commission held a public hearing and recommended approval of The Ridge Johnstown Design Guidelines; and

WHEREAS, on March 4, 2024, the Town Council held a public hearing concerning The Ridge Johnstown Design Guidelines; and

WHEREAS, based upon the evidence received at the public hearing, the Town Council finds that the adoption of The Ridge Johnstown Design Guidelines is in the best interests of the Town and The Ridge subdivision and desires to approve The Ridge Johnstown Design Guidelines.

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

Section 1: The Ridge Johnstown Design Guidelines dated January 24, 2024, attached hereto and incorporated herein by reference as Exhibit A, are hereby approved and adopted.

Section 2: This Resolution shall be effective upon adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this __ day of _____, 2024.

ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

By: _____ By: _____

Hannah Hill, Town Clerk Troy D. Mellon, Mayor

EXHIBIT A

THE RIDGE DESIGN GUIDELINES

THE RIDGE JOHNSTOWN

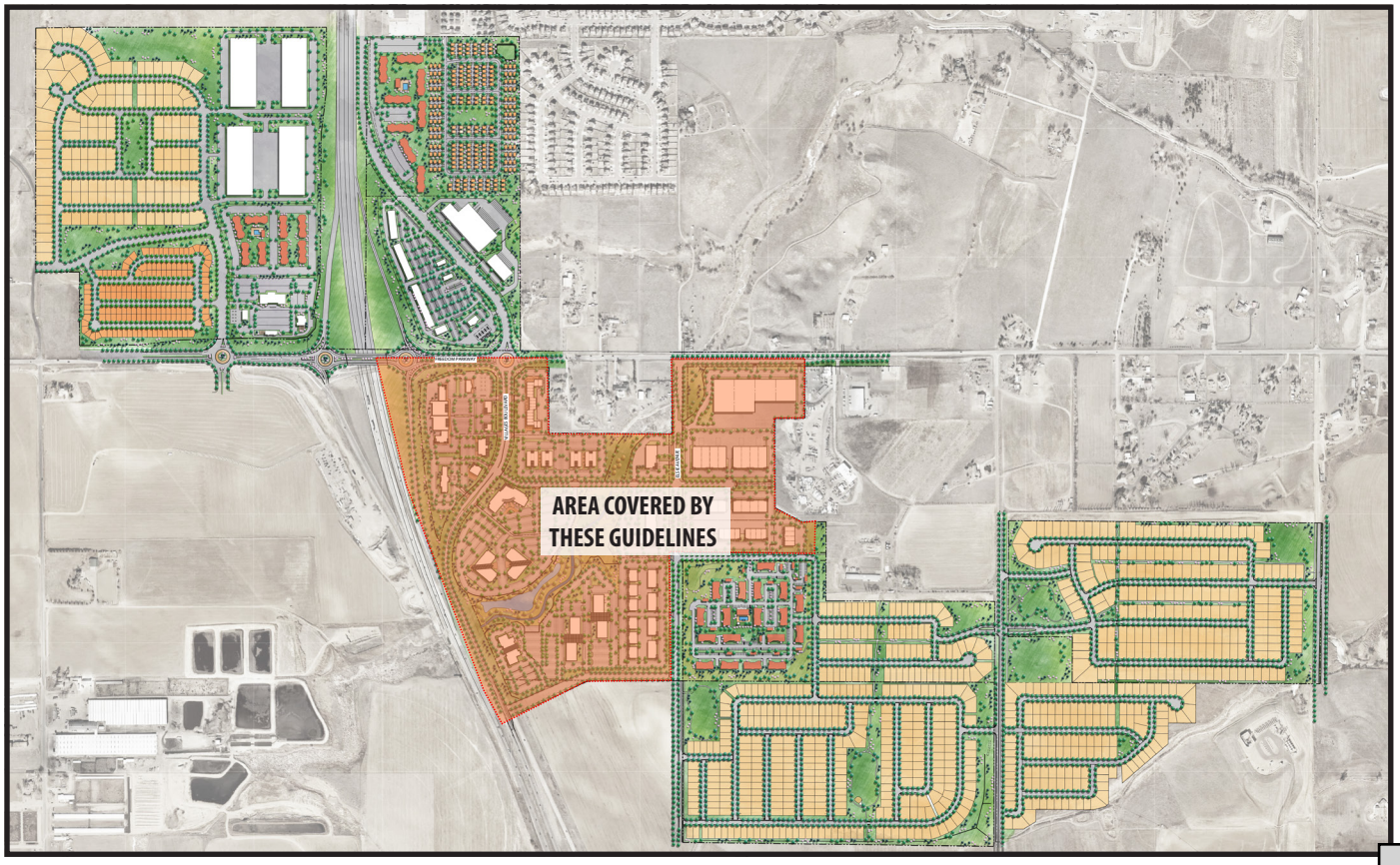
DESIGN GUIDELINES

February 23, 2024

DEVELOPER:
J-25 Land Holdings, LLC
Roy Bade
8901 E Mountain View Rd, Ste 150
Scottsdale, AZ 85258
480-398-4594

LANDSCAPE ARCHITECTURE AND GUIDELINE PREPERATION
RIPLEY DESIGN, INC.
LAND PLANNING, LANDSCAPE ARCHITECTURE
Russell Lee, PLA
419 Canyon Avenue, Suite 200
Fort Collins, CO 80521
970-224-5828

CIVIL ENGINEER:
TST CONSULTING ENGINEERS
Jonathan Sweet, PE
748 Whalers Way
Fort Collins, CO 80525
970-226-0557



CONTENTS

1.0 Introduction

1.1 PURPOSE AND INTENT OF THE GUIDELINES

The Ridge is a master-planned community located at the south east intersection of Interstate 25 and Freedom Parkway in the growing Johnstown area. It is important to provide design guidelines that maintain the unique character and principles of the development and reflect the importance of the larger regional context. The purpose of the guidelines is to provide a manual to ensure that the character of The Ridge is maintained throughout the development and to provide instruction on acceptable site planning, circulation, streetscapes, parking, open space, landscaping, signage, site furnishings and lighting.

The design guidelines should be utilized by the Developer, builders, designers, architects, engineers, planners, and residents to find design, construction, and maintenance information for the community. These guidelines are to be used in conjunction with The Ridge ODP documents. Section 1 contains the vision, site opportunities and constraints, proposed land use plan and information regarding submittal information for design review by The Ridge Design Review Committee (DRC) and the Town of Johnstown (JRC). Community-wide design elements that convey the character of The Ridge are located in Section 3. The General Design Guidelines (Section 3) apply to all development and specific types of development requirements are located in Section 3. Civic uses should follow the guidelines for the areas in which they are located and will be reviewed on a case by case basis. Definitions can be found in the last section.

The Design Guidelines sections are as follows:

- Introduction
- Procedures
- General Design Guidelines for Development
- Definitions

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

In addition, all developments within The Ridge are subject to the performance standards and guidelines that are contained in this document. In cases where this document or the approved development entitlement document for a given property is silent, the Town of Johnstown standards and regulations, in place at the time of project submittal, shall apply. Interpretation of conflicts within the zoning documents and the land use code shall be resolved by the Johnstown Board of Appeals. Refer to the Outline Development Plan for a summary of the types of land uses that are envisioned and corresponds to the specific design guideline sections in this document. All guidelines and standards are subject to the reasonable discretion of the DRC and JRC, which shall make a final determination in good faith.

The provisions of these Guidelines shall supersede any conflicting provision of the Johnstown Municipal Code and may only be modified to protect the health, safety, and welfare of the general public by the Town Board following at least thirty (30) days written notice to the record owner of any real property effected by the modification.

1.2 THE VISION

The vision for The Ridge is that of a high quality regional commerce center and mixed-use community that responds to the needs of the area and market forces, integrates with the natural environment, and provides vibrant places for people to shop, work, live and socialize. The Ridge will perform as a live, work, commerce concept that allows land uses such as residential, office and retail to relate to one another in an attempt to promote a mixed-use community. The character of the development is conveyed in the streetscape and signage allowing uses to express their individual themes without taking away from the overall development character. Key intersections will allow for landmarks that add to the development's character and provide interest on both the vehicular and pedestrian level.

1.3 SITE DESCRIPTION

The Ridge site is ideally located near the intersection of I-25 and Freedom Parkway on land that has historically been used for farming. The site is bordered on the north by the North Ridge development. The site is bordered on the south by the South Ridge Development. The site is relatively flat, as typically is the case for farmland, and features prominent views from the highway into the site and from the site out to mountains. Major vehicular access points are located along Freedom Parkway and the Frontage Road. Proposed access points are illustrated in the proposed land use plan. Existing utility easements and rights-of-way are discussed in Section 3.1.3.

1.4 LANDUSE SETBACKS

BUILDING SETBACK FROM HIGHWAY	50′
BUILDING SETBACK FROM ARTERIAL	25′
BUILDING SETBACK FROM FRONTAGE ROAD	20′
BUILDING SETBACK FROM ROW	20′
BUILDING SETBACK FROM SIDE AND REAR	20′
PARKING AND DRIVE SETBACK FROM SIDE AND REAR PROPERTY LINES	5′
PARKING SETBACK FROM ARTERIAL AND COLLECTOR STREETS	10′
PARKING SETBACK FROM LOCAL STREETS	5′

1.5 LAND USES

The land uses on the following pages show the general intent within each land use category. The lists contain specific examples for guidance purposes, but not by way of limitation. Refer to latest approved plans.

1.5.1 RESIDENTIAL PRINCIPAL USES

A. Single-family detached dwellings
B. Single-family attached dwellings

1.5.2 RESIDENTIAL SECONDARY USES

A. Fee simple townhomes
B. Condominiums

1.5.3 PUBLIC PARKS AND RECREATION AREAS

A. Public recreation

1.5.4 RESIDENTIAL PERMITTED ACCESSORY USES

A. Private garages and paved parking areas
B. Private residential and private group outdoor recreational facilities, including by way of example, but not of limitation, swimming pools and tennis courts
C. Home occupations, subject to the limitations listed in the Town of Johnstown Zoning Code, and limited in that uses shall be conducted entirely within the dwelling, no advertising is displayed on the premises and no exterior storage is created
D. Service buildings and facilities normally incidental to the use of a park or recreation area
E. Any other structure or use clearly incidental to and commonly associated with the operation of a use permitted by right

1.5.5 MULTI-FAMILY RESIDENTIAL PRINCIPAL USES

A. Multi-family dwellings including by way of example apartments, condominiums, lofts, flats, rowhomes, and townhomes.
B. Private recreation
C. Private clubhouse, club, and lodge
D. Mixed-Use buildings containing both commercial and residential uses.

1.5.6 MULTI-FAMILY RESIDENTIAL PERMITTED ACCESSORY USES

A. Leasing or sales offices and facilities.
B. Maintenance shop and facilities.
C. Private garages, parking structures, and paved parking areas.
D. Storage facilities for on-site residents.
E. Private residential and private group outdoor recreational facilities, including by way of example, but not of limitation, swimming pools, basketball courts, playgrounds, and tennis courts
F. Home occupations, subject to the limitations listed in the Town of Johnstown Zoning Code, and limited in that uses shall be conducted entirely within the dwelling, no advertising is displayed on the premises and no exterior storage is created
G. Service buildings and facilities normally incidental to the use of a public park or recreation area
H. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right

1.5.7 RETAIL PRINCIPAL USES

A. Retail stores including, but not limited to, food stores, delicatessen, bakery goods store, liquor store, hardware store, drugstore, regional department stores, general merchandise, grocery, clothing, membership and wholesale clubs, showroom warehouse, sporting goods, specialty shops etc.
B. Customer service establishments including, but not limited to, barber and beauty shops, restaurants and/or bar, drive-thru and drive-in restaurants, shoe repair shop, coin- operated laundromat and dry-cleaning establishment, fine art studio, etc.
C. Banks and financial institutions
D. Medical and dental clinics and other health care
E. Commercial lodging
F. Travel Centers
G. Theater, performance and music venues, both indoor and outdoor.
H. Rental and servicing establishments. Minor repair of consumer products like musical instruments, tools, appliances, cell phones, computers etc.
I. Convenience/gasoline service stations and travel centers
J. Motor vehicle sales, parts and service
K. Retail sales of furniture, fixtures, equipment, home supplies and hardware
L. Health clubs, exercise establishments, and recreation facilities
M. Mixed-Use buildings containing: (i) a combination of commercial uses or (ii) a combination of commercial and residential uses, provided that residential uses on the first floor shall not exceed 50% of the Gross 1st Floor Building Area, excluding any internal or structured parking facilities.
N. Indoor and/or outdoor and family entertainment and/or recreation facilities

1.5.8 RETAIL PERMITTED ACCESSORY USES

A. Garages for storage of vehicles used in conjunction with the operation of business
B. Brewing and/or distillation of alcoholic beverages in conjunction with the operation of a restaurant, bar or tap room
C. Off-street parking and loading areas
D. Commercial parking facilities

1.5.9 OFFICE PRINCIPAL USES

A. Business and professional offices
B. Banks and financial institutions
C. Call centers
D. Hospitals, surgery centers, skilled nursing centers, medical and dental clinics and other health care
E. Public administrative offices and service buildings
F. Public utility offices and installations
G. Public library
H. Private club or lodge
I. Research and development, laboratories
J. Commercial lodging
K. Passenger transportation terminals
L. Vocational and trade schools, colleges and universities, distance learning, early childhood and daycare.
M. Elementary, Middle, Junior and Senior High Schools. Outdoor storage will be allowed for storage of components necessary for school use
N. Laboratory and research facilities

1.5.10 OFFICE PERMITTED ACCESSORY USES

A. Garages for storage of vehicles used in conjunction with the operation of business
B. Off-street parking and loading areas
C. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right

1.5.11 LIGHT INDUSTRIAL PRINCIPAL USES

A. Manufacturing, assembly, processing and fabrication plants
B. Transportation terminals, including trucking
C. General warehousing
D. Brewing and distillation of alcohol
E. Distribution centers
F. Printing and publishing houses and related activities
G. Automobile repair shops, repair and/or service
H. General contractors and special trades contractor specializing in one or more trades of which the following are examples: plumbing and heating, painting and decorating, electrical work, glazing, insulation, carpentry and masonry
I. Public utility offices and installations
J. Enclosed Climate Controlled Storage Facilities

1.5.12 LIGHT INDUSTRIAL ACCESSORY USES

A. Office, enclosed storage, power supply, warehouse distribution and other such uses normally auxiliary to the principal industrial use. Outdoor storage will be allowed for storage for necessary components of production. Outdoor storage shall be screened according to section 3.5.4 Screening.
B. Motor vehicle storage
C. Motor vehicle residential quarters for guards or caretakers
D. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right
E. Outside storage with screening as specified in section 3.5.4

1.5.13 FLEX PRINCIPAL USES

A. Experimental, testing and research laboratories
B. Passenger transportation terminals
C. Data Centers
D. Enclosed Climate Controlled Storage Facilities

1.5.14 FLEX ACCESSORY USES

A. Office, enclosed storage, power supply and other such uses normally auxiliary to the principal flex use. Outdoor storage will be allowed for storage for necessary components of production
B. General warehousing
C. Distribution centers
D. Parking and service areas
E. Residential quarters for guards or caretakers
F. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right

1.5.15 OUTDOOR AND INDOOR FAMILY ENTERTAINMENT

A. Restaurant
B. Offices
C. Educational classrooms
D. Facilities for games of skill, athletic competition, and/or recreation (for example driving ranges, bowling alleys, ice rinks, swimming), electronic entertainment

1.5.16 OPEN SPACE PRINCIPAL USES

A. Public or private parks and recreation areas
B. Public, private, commercial and private group outdoor recreational facilities
C. Buffers
D. Trails
E. Native areas
F. Wildlife habitat

1.5.17 OPEN SPACE ACCESSORY USES

A. Service buildings and facilities normally incidental to the use of a public park and recreation area
B. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right

2.0 Procedures

2.1 Design Review Committee & Procedures for Submittals & Approvals for Development Projects

Johnstown and the Property Owners agree to develop and agree to performance standards for the purpose of addressing design considerations including architectural, site planning, landscaping, streetscape and sign elements for land uses within The Ridge. The Ridge Design Guidelines are the performance standards and serve as the design standards for the property owners' association, if any exists.

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

2.2 THE RIDGE DESIGN REVIEW COMMITTEE (DRC)

The purpose of the DRC is to ensure proposed developments meet the standards as established in the Design Guidelines in order to maintain a consistency of planning and design for the entire project. The Ridge Design Guidelines legally apply to all land that is part of The Ridge, regardless of ownership, and are in addition to the zoning and land use regulations of local government. The Design Guidelines and supporting documents are administered and enforced by the DRC, which shall consist of the following five members: one Civil Engineer with a minimum of ten years of experience in land planning or development, one Landscape Architect/Architect/Planner with a minimum of ten years of experience in land planning or development, two The Ridge development property owners and one representative from a commercial real estate brokerage or development company with a minimum of ten years of experience.

2.2.1 DRC APPROVAL PROCESS

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

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

DRC process includes:

- Pre-design Conference
- Design Development (includes plans and elevations)
- Final submittal

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

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

2.3 JOHNSTOWN REVIEW COMMITTEE (JRC)

The Town's Review Committee will be composed of members prescribed by Johnstown Municipal Code, or currently established process. The Design Review Committee may seek the assistance of any other Town employee or consultant whose expertise is necessary to review the application. All Town subdivision and re-subdivision requirements, building codes, permits and fees, as adopted by the Town, do apply.

2.3.1 JRC APPROVAL PROCESS

All individual development projects in The Ridge shall be reviewed and approved by the Town pursuant to this approval process. This approval process shall supersede and replace all other Town approval processes for land use developments set forth in the Town of Johnstown's Zoning Code, Comprehensive Plan and any other applicable Municipal Ordinance provisions.

2.3.2 PRE-APPLICATION

The applicant shall schedule a pre-application conference with the Town Planner prior to submittal of any project proposal. The intent of this initial meeting shall be as follows:

A. To informally discuss the overall context and development objectives for the proposed project.
B. To review how the project has interpreted the guidelines and criteria for development of the project as set forth in the Design Guidelines.
C. To review a sketch plan and architectural design concepts prepared by the applicant which illustrates overall site development and major site development components. The sketch plan is intended to be a very preliminary sketch of the development concept and not a formal site plan.

2.3.3 FINAL DEVELOPMENT PLAN SUBMITTAL AND PROCESS

All development projects shall be submitted in compliance with current Town standards and codes. Accompanying the application shall be all required fees as well as a certification from The Ridge DRC stating that the development as proposed in the application meets all the applicable standards and guidelines of The Ridge Design Guidelines. If the Town determines that the application is complete, the application shall then be reviewed by the JRC. If the Town determines that the application is incomplete, the Town shall specify in writing the specific ways in which the application is insufficient or incomplete. The JRC shall review the application for conformance with all of the applicable terms and conditions of The Ridge Design Guidelines. Review of the application by the JRC is administrative in nature for the purpose of determining that the proposed development as set forth in the application complies with the terms and conditions of The Ridge Design Guidelines. The JRC has the right to grant variances to The Ridge Design Guidelines based upon the applicant's ability to demonstrate innovative approaches to design solutions, or future market conditions which the JRC feels is advantageous to, and in conformity with, the intent of The Ridge Guidelines. In no event shall the JRC grant a variance to the permitted uses in a development parcel.

2.4 JRC APPROVAL

The JRC shall approve the application if it complies with the applicable terms and conditions of The Ridge Design Guidelines. The JRC may approve the application with conditions. Said conditions shall be specifically related to compliance with standards and guidelines in The Ridge Design Guidelines and any and all applicable codes, standards, and regulations. If not addressed within The Ridge Design Guidelines the latest Town of Johnstown standards, codes and regulations shall apply. In the event the JRC determines that the proposed development in the application does not comply with the Design Guidelines, the JRC shall specify in writing the specific reasons in which the application does not meet the applicable criteria.

2.5 JRC APPEALS

The decision of the JRC may be appealed by the applicant to the Johnstown Town Council. The appeal shall be in writing and shall be made within forty-five (45) days of the of the date of the transmittal of the JRC's decision. The Johnstown Town Council shall hear the appeal within forty five (45) days of the filing of the appeal by the applicant. The decision of the Johnstown Town Council on the appeal shall be final.

2.6 ADDITIONAL CRITERIA & UPDATES

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

2.7 VARIANCES

The DRC may authorize variance from these criteria when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental objectives or considerations may warrant, insofar as they are not superseded by applicable Town of Johnstown zoning regulations. Such variances must be approved by the DRC and JRC. A variation of up to 20 percent in dimensional standard is allowed if it improves the project design or an unreasonable hardship can be demonstrated.

2.8 FINAL PLAN AMENDMENTS

Amendments to final plans must be approved by the DRC and JRC.

2.9 RELATIONSHIP TO OTHER DOCUMENTS

The Design Guidelines establish the guiding principles for review and processing of each development. There are other documents that were used as reference for the Design Guidelines or may be referred to for information not found within the Design Guidelines. The version currently in place at the time the project is submitted.

Other Town Guidelines to supplement the Design Guidelines are below:

A. Town of Johnstown Municipal Code
B. Johnstown Area Comprehensive Plan
C. Johnstown/Milliken Parks, Trails, Recreation and Open Space Plan
D. Town of Johnstown Landscape Standards and Specifications
E. Johnstown Criteria and Construction Regulations
F. Johnstown Transportation Plan
G. Governing Documents of the property owners' association (if any exists) or Metro District.

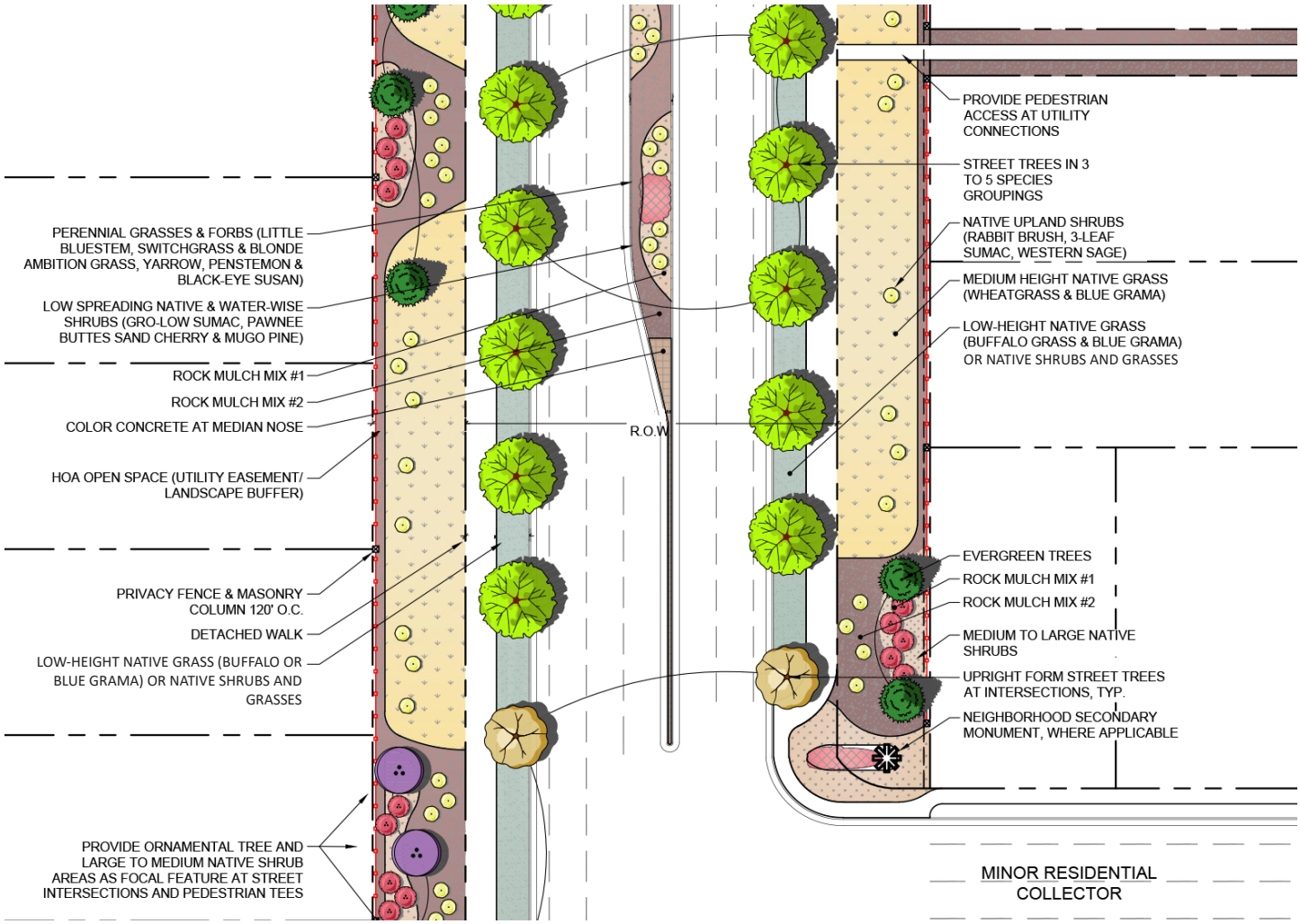
2.10 STREETSCAPE DESIGN

2.10.1 ENTRIES

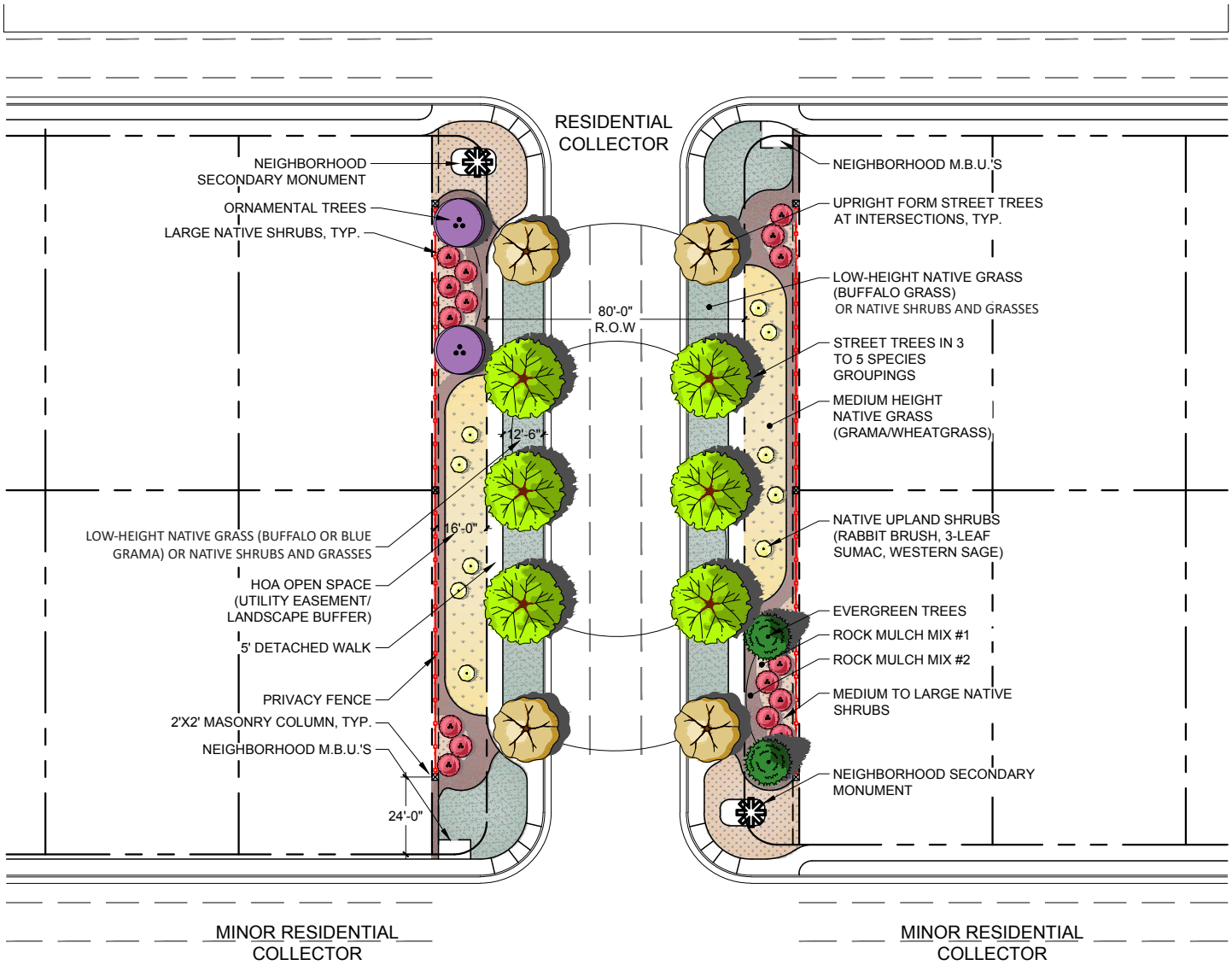
The Ridge entries will contain both signage and landscaping that tie into the overall development streetscape design. The ODP plan illustrates the major and minor entries into the site.

2.10.2 ARTERIALS AND COLLECTORS

Due to the size of the development, planting of arterial and collector streets will be treated in a similar fashion in order to create a unified and significant streetscape image. The streetscape design emphasizes xeriscape principles. A varying mix of deciduous trees will be planted in alternating rows in order to create a pleasant pedestrian experience. Both drought-tolerant turf and stone will be used for the ground-cover in order to minimize water usage, reduce maintenance, and provide contrasting textures and colors. Shrubs will be planted in masses within areas to emphasize the streetscape forms, screen cars and provide landscape interest. Occasional boulders located along the streetscape will add visual interest as well as tie sign materials into the streetscape. Medians will be planted in a similar fashion or will be constructed of colored & stamped concrete.



ARTERIAL STREET LANDSCAPE DESIGN INTENT-(SEE NORTH RIDGE ODP AND TRAFFIC STUDY FOR ARTERIAL DIMENSIONS)



COLLECTOR STREET LANDSCAPE DESIGN INTENT--(SEE NORTH RIDGE ODP AND TRAFFIC STUDY FOR COLLECTOR DIMENSIONS)

2.11 LANDSCAPE GUIDELINES FOR PUBLIC PROPERTY

2.11.1 ARTERIAL RIGHTS–OF-WAY LANDSCAPING

Arterial landscaping shall be designed and submitted along with the infrastructure plans. The developer or the builder is responsible for landscaping the entire area from the back of the curb to the property line at the time the adjacent land develops for a specific use. Additionally the developer or the builder is responsible for water dedication for landscape between the curb and property line. Arterial landscaping is intended to provide an overstory street canopy along arterial streets and a landscaped area between the street and pedestrian areas. The right-of-way will be landscaped with at least one (1) tree for every fifty (50) linear feet of right-of-way and 50% of the landscape areas shall be covered with plant material within five (5) years of installation.

A. Trees will be placed to create a street tree canopy that provides an aesthetic gateway along arterial streets and also functions to cool street pavement.
B. No single tree species may constitute more than 25% of all trees, either on a specific site or ROW landscaping associated with a project.
C. Xeric landscape design and principals are encouraged
D. Arterial Right of Way - This section is intended to provide as close to the full arterial landscaping requirement as allowed or recommended by the local and state jurisdictions.
E. Collector Street Rights-Of-Way. The Developer is responsible for landscaping the entire area from the back of the curb to the property line at the time the adjacent land develops for a specific use. Collector street landscaping is intended to provide an overstory street canopy along collector streets and a landscaped area between the street and pedestrian paths.
F. Overstory/shade trees will be provided between the curb and the sidewalk with at least one (1) overstory/shade tree for every fifty (50) linear feet of right-of-way.
G. 50% of the landscape areas shall be covered with plant material within five (5) years of installation.
H. Xeric landscape design and principals are encouraged

2.11.2 GUIDELINES FOR PRIVATE DRIVES

A. All Private Drives to be a part of new development shall be constructed to full section width including full depth asphalt, curb and gutter along both sides.
B. Where Private Drives are existing, and adjustments or damage occurs due to new development, such new developments are responsible for patching and repairing the drives per Town Standards.
C. Alternate materials such as grass pavers may be approved for emergency access lanes not used for primary traffic at the discretion of the DRC /JRC, the local Fire Authority.

2.11.3 PARKS, OPEN SPACE, REGIONAL DETENTION AND NATURAL AREAS

A. Parks, trail, and open space shall be in conformance with the requirements of the Town, as well as all applicable standards, specifications, and codes, at the time of project submittal.

3.0 General Design Guidelines for Development

3.1 SITE ENGINEERING

This section applies to all development within The Ridge and contains specific information on performance standards and guidelines for the design of public areas and private property, construction practices, landscape maintenance and the acceptable plant palette. In utilizing these regulations, one should remain flexible in approach to site design given the characteristics of the site, the nature of the use and the intent of these standards.

3.1.1 SITE PLANNING & DESIGN

Site Design, Building Placement and Orientation

A. Minimize environmental impact through sensitive design and mitigation.
B. If possible, orient the long axis of the buildings north-south to avoid winter ice conditions created by long north-facing facades.
C. Utilize trees to maximize shade in summer and reduce heat gain of paved surfaces.

3.1.2 STORM DRAINAGE

The goal of the design of sites is to minimize runoff and design needed storm drainage systems to meet basic engineering requirements while using the most current technology to improve the quality of the storm water before it reaches natural systems that may be affected by poor water quality. This philosophy reduces infrastructure costs, increases groundwater recharge and improves the environment.

A. Site drainage shall be compatible with adjacent property drainage and in accordance with the overall master drainage plan for The Ridge. Storm drainage shall not run on a neighbor's lot at rates higher than historic rates prior to construction of the subdivision.
B. Excess run-off from the site shall be minimized with sites graded to provide positive drainage away from buildings.
C. Water from parking lots, roof drains and other areas should be consciously directed to landscape areas that could benefit from the additional water rather than piping it off the property, thereby reducing the need for irrigation water and improving water quality by filtration through landscape materials. Roof drains on north side shall be piped to an open space.
D. Drainage shall be conveyed along dedicated streets, private drives and swales along property lines, or in open space corridors. Drainage will be sheet flow and surface drained where possible; however, below-grade drainage using storm sewer piping and culverts may be required.
E. Drainage structures in sidewalks and bike paths must be placed flush with the surface, and grate patterns cannot have openings larger than 3/8 inch. Surface storm water or irrigation should not be discharged across sidewalks; and there should be no point discharges into curbs to prevent traffic-impeding surges into the street.
F. No concentrated drainage over walks, drives or trails shall occur.
G. Detention areas or other landscape areas that are not used to meet the open space standards of these Landscape Guidelines shall be landscaped as follows:
    a. Dryland grass or other approved vegetation will be the primary ground cover. All areas within the floodplain, including, but not limited to, the detention area bottom, shall be planted with buffalo grass or other dryland grass if it is maintained free of weeds and irrigation is provided until the grass is fully established. Live plant material other than dryland grass may be planted if it is suitable to the area and is maintained free of weeds and irrigation is provided.
    b. Detention areas will be landscaped around the perimeter with plant groupings sensitive to the detention area design and will include at least one (1) tree and five (5) shrubs for every 100 linear feet of perimeter. Trees and shrubs are encouraged in other landscape areas where appropriate.
    c. Clusters shall be separated by a minimum of twenty (20) feet as measured at maturity.

3.1.3 UTILITIES, EASEMENTS & RIGHTS-OF-WAY

A. Proposed infrastructure within The Ridge will be designed to meet the Town of Johnstown Design Criteria and Construction Regulations which are adopted at the time the project is submitted.

3.1.4 GRADING

A. Provide positive drainage away from foundations.
B. Site buildings to minimize cut and fill earthwork operations.
C. There shall be no grading beyond the limits of each property except as agreed upon by adjacent owners.

D. Maximum slope 3:1. Maximum 4:1 slope for areas that require mowing.
E. With grading design:
   a. Avoid un-natural rectilinear forms, abrupt grade transitions, slopes greater than 3:1 max. side slopes
   b. Provide irregular forms that imitate nature, smooth transition to adjacent grades, varied side and bottom slopes, gentle side slopes and constant side and bottom slopes where possible

3.2 PEDESTRIAN, BICYCLE AND OTHER NON-MOTORIZED CIRCULATION

3.2.1 WALKWAY DESIGN CRITERIA

A. All streets shall have sidewalks. The minimum width of sidewalks shall be five (5) feet for residential and collector streets and ten (10) feet for arterial streets.
B. Arterial streets shall have detached sidewalks and sidewalks shall adjoin the curb and gutter at all intersections.
C. Internal pedestrian walkways shall be distinguished from driving surfaces through a change in paving materials or painted cross walks.
D. Provide logical pedestrian connectivity from the street and parking areas to the buildings main entrance.
E. Provide minimum five (5) feet clear walking area after car overhang (seven (7) foot minimum walk width adjacent to head-in parking and five (5) foot minimum walks apply in all other cases).

3.2.2 BIKE LANES

Bike Lanes shall be provided as required by Johnstown street design standards.

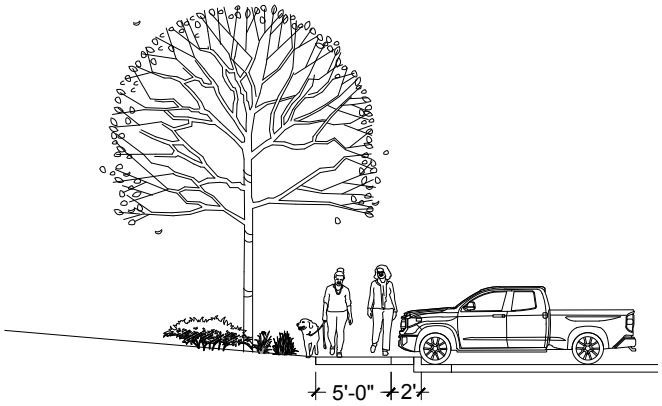
3.2.3 RECREATIONAL PATHS & TRAILS

Shall meet the criteria as established in the Johnstown/Milliken Parks, Trails, Recreation and Open Space Plan in place at the time the project is submitted.

3.3 VEHICULAR ACCESS & CIRCULATION

3.3.1 PARKING OVERHANG

Design of vehicular drives/roadways and parking areas shall meet the criteria as established in the Town of Johnstown Design Criteria and Construction Regulations and all other Town standards, specifications and regulations in place at the time of project submittal.



3.3.2 EMERGENCY ACCESS

Provide access for fire, police, ambulance, and other emergency vehicles to buildings in accordance with Loveland Fire and Rescue Authority Development and Construction Requirements. Such access should be fully capable of supporting such vehicles. Where possible, connect emergency access routes between adjacent properties.

3.3.3 SIGHT TRIANGLES

Shall meet the AASHTO requirements and the Town of Johnstown standards, specifications, and regulations in place at the time of project submittal.

3.3.4 DRIVE-THROUGH FACILITIES

Drive-through facilities are a convenient service; however they may create barriers to pedestrian movement and present an unattractive appearance unless they are thoughtfully designed and located.

A. Drive-through facilities shall be located on the site and not on public right-of-way.
B. There shall be no stacking of waiting vehicles into the public right-of-way, primary interior circulation routes or across pedestrian walkways.
C. Drive through windows, menu boards and stacking areas shall be subject to the same set back and screening requirements as parking lots.
D. Each drive-through restaurant shall be permitted no more than two (2) free-standing or wall- mounted menu boards, which shall not exceed 35 square feet in area or six (6) feet in height and shall be located adjacent to and oriented toward the drive-through lane. One (1) order confirmation board may

also be permitted per menu board and shall not exceed a four (4) foot height and three (3) square foot sign area

E. Provide vehicular and pedestrian access to existing and future adjacent properties where feasible.

3.4 PARKING

3.4.1 PARKING LOT DESIGN

Sufficient parking should be provided for each development so as to avoid conditions that lead to parking on public streets and private drives.
The dimensions of parking spaces will be per the Town of Johnstown Off-street Parking Regulations, at the time in which the Design Guidelines are adopted, or The approved development plan for the property. Where a use falls under multiple categories listed below the more specific use requirement will apply.
Minimum parking requirements are listed in the following table. The DRC & JRC, at their discretion, reserve the right to require a parking study for any new development. If a permitted use is not identified below, the DRC may exercise reasonable discretion based on similar uses listed below or, if similar uses are not noted below, based on research of other adequately parked similar uses.

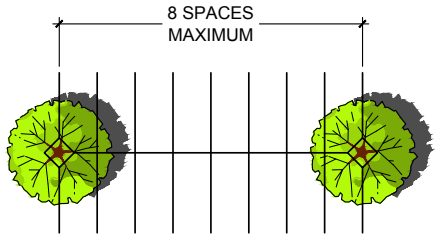
USE	***PARKING REQUIREMENTS***
Single-family residence	2 spaces per dwelling unit
Multifamily residence	1 space per dwelling unit (Studio / 1 bedroom) 1.5 spaces per dwelling unit (2 bedroom) 1.75 spaces per dwelling unit (3 bedroom) 2 spaces per dwelling unit (4+ bedroom) Attached Single Family (duplex, rowhome) shall provide required spaces in an enclosed garage.
Elementary schools	2 spaces for every classroom
Junior High Schools	1 space for every 5 students of max auditorium capacity
Senior High Schools	1 space for every 5 students of max auditorium capacity
Hospitals	1 space for every 2 beds
Clinics	5 spaces per practitioner
Warehouse and Distribution	1 space for every 1,250 sq. ft. of G.L.A. & 1 trailer space per dock door
Flex, Flex R&D, & Trade Contractors	1 space for every 350 sq. ft. of G.L.A.
Manufacturing	1 trailer space per dock door & the greater of: (i) 1 space for every 2 employees or (ii) 1 space for every 1,250 sq. ft.
Commercial Office Buildings	1 space for every 300 sq. ft. of G.L.A.
Retail Stores	1 space for every 250 sq. ft. of G.L.A.
Gun Range	2 spaces for every gun range lane
Customer services establishments	1 space for every 200 sq. ft. of G.L.A.
Call Centers	1 space for every 100 sq. ft. of G.L.A.
Restaurant and/or Bar	5 spaces for every 1000 sq. ft. minimum of G.L.A. & 1 space for every 200 sq. ft. of cumulative patio/deck area for a single user. Patios and/or decks under 500 sq. ft. are exempt.
Shopping Center	1 space for every 250 sq. ft. of G.L.A.
Outdoor and Indoor Family Entertainment	1 space for every 250 sq. ft. of G.L.A.
Public assembly facilities provided for churches, theaters, auditoriums, etc.	1 space for every 3 seats seated audiences
Heath Clubs	7 spaces for every 1000 sq. ft. of G.L.A.
Sports Facilities	Applicant to provide parking study to determine parking requirements
Independent senior living parking standard	1 space per dwelling unit and 1 space per 3000 s.f. of non-residential space excluding utility rooms.

Assisted living and memory care facilities	0.5 spaces per bed

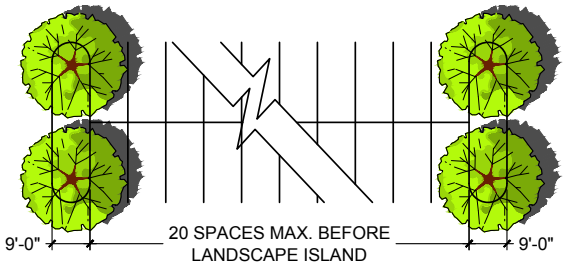
3.4.2 DESIGN OF PARKING LOTS

Design parking lots to current Americans with Disabilities Act (ADA) standards. Provide equal access in a manner that integrates handicapped-accessibility with ordinary accessibility, rather than separately.

A. Except where orchard style planting is used, large parking lots shall be divided into smaller sections by landscape areas. Each section shall contain a maximum of 250 parking spaces. Landscape areas used to break up large parking areas shall be a minimum of fifteen (15) feet in width.
B. Landscape areas separating parking blocks will have at least one (1) overstory/ shade tree or two (2) ornamental trees and five (5) shrubs for every 50 linear feet along the length of the median
C. Overstory shade trees will comprise at least 75% of the trees within the landscape area.
D. In a development, parking lots for each use shall be integrated within the development to the extent possible.
E. All striping in parking areas shall be white.



ORCHARD STYLE LAYOUT



3.4.3 INTERIM PARKING LOTS

With DRC and JRC approval, on-grade interim parking may be allowed if weather delays asphalt or concrete paving. It must be landscaped and paved with an all -weather material. Internal parking lot landscaping is not required for interim parking areas, but perimeter landscape treatments shall be consistent with the landscape requirements for permanent parking lots. Interim parking lots shall be limited to 1 year (12 months with 2-6 month extensions) of use.

3.4.4 BICYCLE PARKING

A. Bicycle parking facilities are required for all land uses, except for single-family attached or detached housing.
B. Bicycle parking facilities shall be located to provide safety, security and convenience for bicycle riders. Such facilities shall not interfere with, and be located a safe distance from, pedestrian and motor vehicular traffic.
C. Bicycle parking facilities should be located outside of a vehicular or pedestrian way and be protected and separated from motor vehicle traffic and parking lots by either a three (3) foot separation distance or a curb or other physical barrier.
D. For security reasons, bicycle-parking areas should be located so they are highly visible from building entrances and convenient for employees, yet not generally visible from roadways.
E. It is recommended that bicycle parking facilities be designed to allow the bicycle frame and both wheels to be securely locked to the parking structure. The structure shall be of permanent construction such as heavy gauge tubular steel and permanently attached to the pavement foundation.
F. If the bicycle facility is to be used at night, it should be sufficiently illuminated.

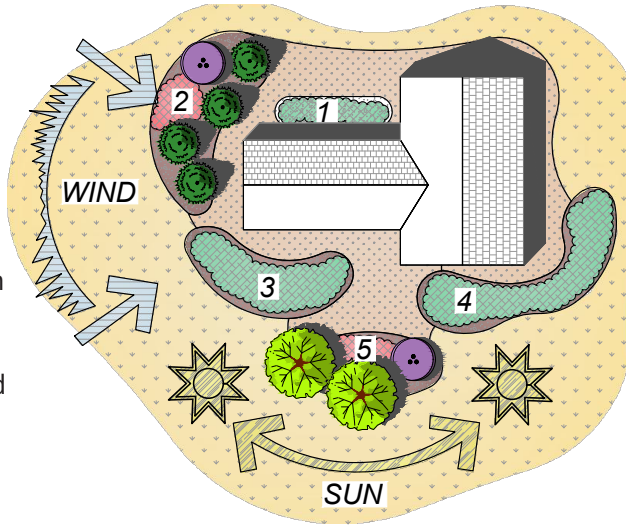
G. Select bicycle racks that provide for a wide range of bicycle types and individual security devices. Designs should facilitate bicycle lockup.
H. Provide protection from the elements. Specific considerations include the following:
I. Shelters and bike lockers are encouraged but not required.
J. Protected overhangs incorporated into a buildings design are a desirable solution.
K. Shelter design and materials should complement the architectural design of the primary building.

3.5 LANDSCAPING

3.5.1 LANDSCAPE DESIGN PRINCIPLES

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

A. Provide biodiversity that relates to the area's natural systems.
B. Design to provide an attractive, comfortable environment for users while minimizing maintenance needs, irrigation water requirements and the use of herbicides and pesticides.
C. Use environmentally friendly, "green" materials where possible.
D. Design landscapes to create a naturalized appearance. Use plant materials that are indigenous to Northern Colorado where possible. (See the plant list in the Appendix). Only use introduced species in order to achieve design objectives that cannot be achieved with the use of native species.
E. Locate plants in microclimatic conditions that are appropriate for that species. Only use high water-requiring plants in areas where they will naturally benefit from runoff or available ground water. Do not rely solely upon an irrigation system to provide water to high water-requiring plants.
F. Group plant materials of similar water needs and arrange in concentric circles or layers of progressively less water use in order to maximize the efficiency of applied irrigation.
    a. Plant species more susceptible to sun, wind & cold temperatures in sheltered areas.
    b. Evergreen trees to provide shelter from winter winds.
    c. SW facing plants should tolerate summer heat & drying winds.
    d. Eastern facing areas allow some shelter from sun & wind.
    e. Deciduous trees shade in summer and let light through in winter.



3.5.2 MICROCLIMATIC CONSIDERATIONS

A. Use plant materials to provide buffering of structures and outdoor use areas from extreme climate conditions.
B. Coordinate the design of the landscape with site erosion protection, storm drainage and water quality improvement systems.
C. Utilize a minimum of three (3) inch deep mulch to reduce soil moisture loss and moderate soil temperatures.
D. Where natural soils are not of high quality, improve soil structure by the addition of composted organic material.
E. Design and manage irrigation systems to achieve peak efficiency.
F. No turf grass shall be allowed in landscape areas less than eight (8) feet in width.
G. Rock mulch shall be used in all planting beds. Wood mulch may be used in perennial beds but will not be accepted along property boundaries.
H. Native seed shall be limited to areas adjacent to regional detention or the existing natural area & is required to be irrigated until establishment.

3.5.3 EXISTING VEGETATION PRESERVATION

Existing vegetation shall be preserved to the extent reasonably practicable. Special attention shall be paid to preserving significant vegetation within larger open space areas.

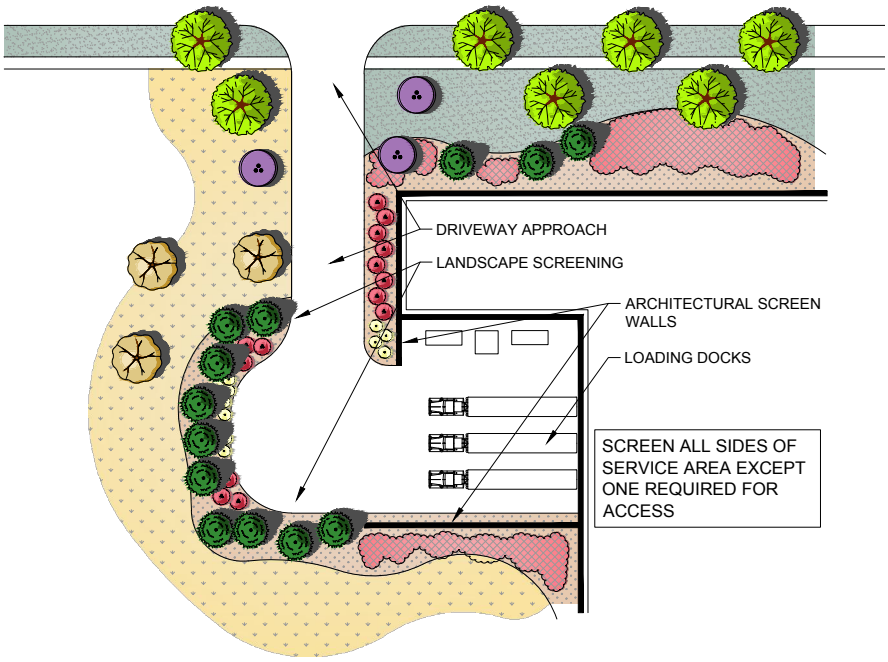
A. Locate site and building improvements to preserve significant natural vegetation to the extent reasonably practicable.
B. Within open space areas, preserve and incorporate into the landscape plan any existing healthy tree (meeting species restrictions) of 6-inch caliper or larger and located more than twenty (20) feet from any proposed building location. Preserve all trees over 24-inch caliper, unless deemed unhealthy or unsuitable for preservation.
C. Incorporate tree wells or retaining walls as necessary in the landscape plan to protect existing trees and to maintain historic drip lines.
D. All existing plants that are incorporated into the design will be adequately protected from damage during construction by an orange construction fence (4 feet high) secured with steel t-posts at the drip line of each tree. Sufficient posts shall be used to maintain the fence in erect condition at all times. Hand grading only shall be allowed within the limits of the construction fencing. No more than 6 inches of cut or fill shall be allowed within the drip line of any tree designated to remain.

E. If on-site replacement is not possible, the property owner shall provide an equal replacement of caliper lost or a ratio of three new trees to one existing tree on-site as mitigation for any desirable trees lost due to or prior to construction.
F. Existing landscaping may be used to satisfy the quantity requirements of landscape guidelines. One existing tree or shrub may be considered as satisfying one tree or shrub requirement.
G. All existing trees over 6 inches in diameter will be surveyed as part of the landscape requirements and have location, species, size, and condition or health noted. Trees that are of good or better quality, and are a desirable species, should be incorporated into the design in their existing location whenever possible. If design solutions create undue hardship, as determined by the DRC and JRC, replacement shall be made per requirements above.

3.5.4 SCREENING

Large Truck Parking, Utility Appurtenances, Loading, Storage and Service Areas, Trash storage/pickup

A. These requirements apply but are not limited to above-ground utility appurtenances, loading docks, storage areas, and open areas where machinery, vehicles or equipment are stored or repaired.
B. Areas shall be incorporated into the overall design of the building and landscaping so that the visual and acoustic impacts of these functions are minimized and 75% screened from adjacent properties.
C. Loading areas shall be paved with concrete, asphalt or other approved hardened surface materials as approved by DRC and JRC. A concrete pad shall be provided in the access drive immediately adjacent to trash enclosures serviced by trash trucks and in the enclosure itself. Areas for outdoor storage, truck parking, trash collection or compaction, loading or other such uses, shall be at least 75% screened from abutting streets unless otherwise approved by the DRC and JRC. These service areas should be located within a central core or on the side of buildings away from public streets where possible.
D. Non-enclosed areas for seasonal sale of inventory shall be permanently defined and screened with walls and/ or fences that conform to those used as predominant materials and colors on the building.



E. Service areas should ideally not be located directly adjacent to residential areas. If this situation occurs, no delivery, loading, trash removal or compaction, or other such operations shall be permitted between the hours of 10:00 p.m and 7:00 a.m. unless the owner submits evidence the sound barriers effectively reduce noise emissions to a level less than the greater of:
   a. 60 db as measured at the lot line of the adjoining property or
   b. Ambient sound from adjacent highways. Noise emissions may increase by up to 10 db for no more than 15 minutes in a one-hour period.

3.5.5 LANDSCAPING - BIG BOX RETAIL STORES

One primary tenant with square footage greater than 20,000 sf must provide a planting bed at least six (6) feet wide along a minimum of 50% of the length of wall visible from public use areas. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building face. The planting beds and trees may be counted towards meeting the requirements for landscaping and buffers described in Section 3.

3.5.6 OFFICE, FLEX & LIGHT INDUSTRIAL LANDSCAPING

A. Exposed sections of building walls that are visible from public areas or high use areas on private property shall have planting beds at least six (6) feet wide along a minimum of 50% of the length of the wall.
B. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building face. Exact locations and spacing may be adjusted at the option of the owner to support patterns of use, views, and circulation as long as the overall tree planting minimum requirement is met.
C. The planting beds and trees may be counted towards meeting the requirements for landscaping and buffers described in Section 3

3.5.7 PARKING PERIMETER LANDSCAPING REQUIREMENTS

A. Perimeter landscaping requirements for parking areas include a minimum seven and one-half (7.5) foot wide landscape area with one (1) tree and five (5) shrubs per 600 square feet or portion thereof. When combined with adjacent properties requirements, this perimeter landscape will become fifteen (15) feet wide.
B. Where two (2) parking perimeter landscape areas abut each other, the first to develop shall provide the tree requirement. The tree requirement for the abutting development need not be met, however, the second Builder is responsible for installing the shrub requirement.
C. Where parking areas are located directly adjacent to residential development, both the parking lot buffer requirement and the nonresidential buffer requirements shall apply.

3.5.8 PARKING INTERIOR LANDSCAPING REQUIREMENTS

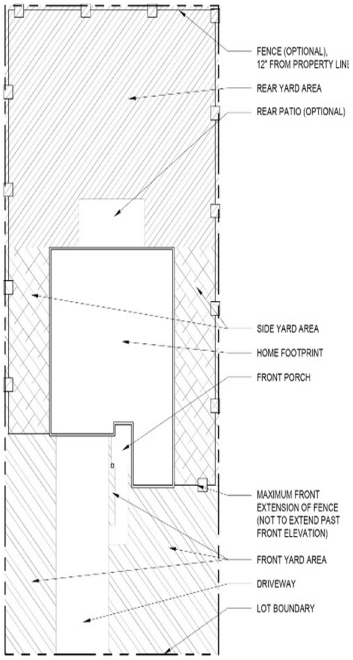
A. Interior rows of parking spaces will provide a landscape island at the end of each row of parking spaces. Landscape islands will also be provided within the row of parking spaces so that there are no more than twenty (20) consecutive parking spaces without a landscape island.
B. Landscape islands will have minimum dimensions of nine (9) feet by the length of the parking row.
C. Islands will be landscaped at a rate of at least one (1) overstory/shade tree and three (3) medium or five (5) small shrubs for each 9 foot by 20 foot parking island. Overstory/shade trees will comprise at least 75% of the trees within the landscape islands. Evergreen trees shall be prohibited in parking lots unless island widths are sized to accommodate mature growth.
D. Landscape islands will contain rock mulch or irrigated grass. Turf shall only be used in medians when highlighting a special design element. Turf areas must be at least 10' wide and occupy no more than 15% of the median's landscape area.
E. Where orchard style planting is proposed in parking lots, internal landscaping shall be provided at a rate of one (1) tree and two (2) shrubs for every ten (10) parking spaces. At a minimum, one (1) diamond-shaped tree planting pit shall be provided for every eight (8) parking spaces. No shrubs shall be planted in the diamond tree planting pits and will be located in end islands and other landscape islands instead.
F. A concrete pedestrian walk, at least six (6) feet wide, will be provided along the length of the landscape median closest to the building entrance. The walk will connect to perimeter pedestrian walks, whenever possible, and include raised and striped crosswalks.
G. Planting trees and non-low-growing shrubs in the vehicle overhang area is not allowed.

3.5.9 SINGLE FAMILY LANDSCAPE GUIDELINES

(These landscape guidelines are for residential large lots. Small lot residential shall follow the latest Johnstown standards at the time of development submittal)

A. Residential Lot Landscape Design Guidelines
   a. Required Plant Quantities & Ground Treatment: Lot landscape shall follow xeric principles to the greatest extent possible. Irrigated turf will be limited to rear yards. Each lot is to have a minimum of 50% living coverage* of the total landscape area within three years of installation (See diagram right for determining lot landscape area). Each lot is NOT to exceed 50% landscape area of moderate to high water use plantings. This includes irrigated turf and any other plantings requiring more than 12 inches of rainfall per year. Group plants in clusters to create concentrated zones for irrigation. Utilize rock cobble and boulders as decorative accents and ground coverage where live plantings are not used, match colors and styles to master development areas. Landscaping along property lines should be coordinated so that transitions are cohesive. Lot landscape is to be installed within one month of construction completion, weather permitting. Point-source drip irrigation should be used to the greatest extent possible.

   *Definition: Living Coverage means that a certain percentage of area must be planted and fully covered by live plant material such as ground cover, perennials, shrubs, grasses, etc. These areas are not to include mulches or artificial landscape such as artificial turf.



1 LOT DIAGRAM
SCALE: NOT TO SCALE

General Notes:
- The trees shall be located so as not to interfere with sight distances at driveways.
- Trees required in the adjacent right-of-way may not be used to meet lot standards
- Trees shall maintain a minimum 5' offset from dry utilities, 10' offset from wet utilities and 15' from fiber optic lines. If required trees cannot

be located without violating these offsets the requirement may be waived.

FRONT YARDS: MINIMUM REQUIREMENTS

• Lots 70 feet or less in width
- o 1 (One) Deciduous Tree
- o 5 (Five) Shrubs
- o 3 (Three) Ornamental Grasses or Perennials
- o No Turf will be allowed in Front Yards
- o Up to 40% of Front Yard landscape area may be Low Grow Grass Mix (See DRC Recommended Plant List if one exists).

• Lots greater than 70 feet in width
- o 2 (Two) Deciduous Trees
- o 8 (Eight) Shrubs
- o 5 (Five) Ornamental Grasses or Perennials
- o No Turf will be allowed in Front Yards
- o Up to 40% of Front Yard landscape are may be Low Grow Grass Mix (See DRC Recommended Plant List if one exists).

• Corner Lots
- o For corner lots the same quantities shall be required for each street as listed above.

REAR YARDS: MINIMUM REQUIREMENTS

• Lots 70 feet or less in width
- o 1 (One) Deciduous OR Evergreen Tree
- o Irrigated Turf is limited to 40% of Rear Yard
- o There is no limit to Low Grow Grass Mix for Rear Yards

• Lots greater than 70 feet in width
- o 1 (One) Ornamental Tree
- o 1 (One) Deciduous OR Evergreen Tree
- o Irrigated Turf is limited to 40% of Rear Yard
- o There is no limit to Low Grow Grass Mix for Rear Yards

SIDE YARDS: MINIMUM REQUIREMENTS

• No required landscape unless used to meet 50% lot landscape area living coverage.
• No Irrigated Turf will be allowed in Side Yards

B. Minimum Plant Sizes

Deciduous Trees: 1.5 Caliper Inches B&B
Evergreen Trees: 6' Height B&B
Shrubs: #5 (5 Gallon) Container – Minimum 18" Height or Spread
Ornamental Grasses: #1 (1 Gallon) Container
Perennials: #1 (1 Gallon) Container

3.5.10 COMMON OPEN SPACE

Common Open Space is land commonly owned and maintained by a property owners' association or Metro District. Common open space required in all subdivisions and PUDs shall be landscaped as follows:

A. Common open space areas will have live ground cover over at least 75% of the area, unless otherwise approved by the Town. Bluegrass is not the only option for these areas and the Town encourages the all property owners to pursue water saving goals as listed throughout section 3.5.
B. All ground cover, ornamental turf and turf shall have an irrigation system that is designed to meet the needs of the plants and that is designed to meet Town Standards. Common open space in one-family subdivisions or PUDs or portions of subdivisions or PUDs containing one-family dwellings shall be

landscaped at a ratio of at least one (1) tree and five (5) shrubs for every 4,500 square feet of landscaped area.

C. Up to 30% of the required shrubs may be substituted by trees at the rate of one (1) tree for ten (10) shrubs.
D. At least 50% of the trees will be overstory/shade deciduous species and 25% of the trees will be coniferous species, where appropriate.
E. The Developer shall have all landscaping improvements completed and in acceptable condition prior to the Town's construction acceptance of public improvements and prior to turning the common open space areas over to a property owners' association or Metro District for maintenance.
F. No single tree type shall make up more than 25% of all trees

3.6 LANDSCAPE FOR NON-SINGLE FAMILY RESIDENTIAL USES INCLUDING PUDS & MULTI-FAMILY RESIDENTIAL

A. Fifteen percent or more of the lot/parcel will be landscaped, common open space.
B. Common open space that is not a detention pond will be landscaped at a ratio of at least one (1) tree and five (5) shrubs for every 1,000 square feet, except as required for parking lot screening and buffers, which may require additional plant materials.
C. Buffer landscaping will be provided as follows:
    a. At least ten (10) feet wide adjacent to minor collector and local street rights-of-way.
    b. At least twenty-five (25) feet wide adjacent to arterial streets and major collector rights of-way.
    c. Buffers will be designed to provide one tree and five shrubs for every 750 square feet.
    d. 25' buffer between light industrial and residential
D. Where nonresidential, multifamily or group living uses are adjacent to existing or projected single-family residential or duplex uses, one of the following shall be provided:
    a. A fifteen (15) foot wide on-site landscape area with berming and one (1) tree and five (5) shrubs per 600 square feet or portion thereof; or
    b. A ten (10) foot wide on-site landscape area with one (1) tree and five (5) shrubs per 400 square feet or portion thereof with intermittent six (6) foot privacy fencing; or
    c. A five (5) foot wide on-site landscape area one (1) tree and five (5) shrubs per 250 square feet or portion thereof with a continuous six (6) foot privacy fence.

3.6.1 LANDSCAPE PERFORMANCE STANDARDS

A. Landscaping shall be completed prior to Certificate of Occupancy (C.O.). If landscaping cannot be completed due to cold weather the Town may grant a C.O. upon receipt of a sufficient letter of credit or cash surety and a written schedule for completion. No letter of credit or surety is required if the landscaping is to be performed by the Metropolitan District.
B. All landscape plans for a non-residential use shall be prepared by a professional landscape architect.

3.6.2 IRRIGATION SYSTEMS

All landscape areas shall have an automatic clock-activated irrigation system - Landscape areas without an irrigation system and bearing live plant material will require temporary irrigation until the plants are established and a reliable water source sufficient to sustain plant life is provided.

A. Irrigation systems shall meet the following criteria:
    a. All irrigation systems shall be non-potable where possible and coordinated with the property owners' association or Metro District.
    b. All irrigation systems shall be designed and installed to the specifications of the property owners' association or Metro District irrigation guidelines.
    c. All potable water systems shall be equipped with a back-flow prevention device.
B. Portions of irrigation systems may be comprised of temporary irrigation components to irrigate native areas if the Town determines that all of the following standards are met. A clear description of proposed temporary irrigation must be provided on the landscape plan and approved by the Town:
    a. Plant selection, design, installation specifications and site conditions combine to create a microclimate that will sustain the plant material in a healthy condition without regular irrigation after the plant establishment period.
    b. All portions of the landscaped area served by temporary irrigation will be within 150 feet of an exterior water source to enable hand watering during extended dry periods.
    c. Above ground temporary irrigation systems shall be approved on a case-by-case basis only if the native area is large enough to warrant the use. Above ground systems will be the responsibility of the Builder until grasses are established and the system is removed. No such system shall be permitted to be turned over to a property owners' association for maintenance.
    d. The temporary irrigation will provide reliable automated irrigation for the plants during the establishment period.
    e. The Builder has demonstrated the ability to provide ongoing maintenance of xeriscape areas necessary to keep plant material healthy without irrigation.

3.6.3 SOIL AMENDMENT

Soil amendment is only necessary in planting beds and blue grass/ fescue turf areas. Where soil amendment is necessary, minimum requirements for soil preparation shall include three (3) cubic yards of organic material for 1,000 square feet of existing soil tilled to a minimum depth of six (6) inches. Regardless of existing soil conditions tree and shrub pits shall be backfilled using a mixture of one- third existing site soil, one-third topsoil and one-third organic matter.

3.6.4 PLANT SELECTION AND DIVERSITY

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

A. All landscaping materials shall consist of healthy specimens compatible with local climate and meet the requirements included in these standards.
B. The plants listed in the Town of Johnstown Landscape Standards and Specifications Appendix A should be used as a guideline for recommended use. Due to the variety of available plants, non-prohibited species that are not on the list may be planted provided they are replaced by an approved species if they fail to survive. Plants selected should be appropriate for the specific location and purpose.
C. Up to one-third of the proposed trees for a project may be of fast-growing varieties, such as cottonless Cottonwood (Populus sargentii), Aspen (Populus tremuloides) and Silver Maple (Acer saccharinum). Two-thirds of the proposed trees shall be slower growing, long-lived trees, such as Norway Maple (Acer platanoides), Oak (Quercus sp.), Linden (Tillia sp.), Honeylocust (Gleditsia triacanthos inermis) and other hard Maples (Acer saccharum or rubrum). The variety shall be sufficient to minimize the effect of plant disease.
D. Recognizing that it is undesirable to plant a large percentage of one tree species which may result in uniform disease susceptibility and eventual extinction of that species, the following diversity standards shall be required:
E. For any one proposed development project (including common open space areas), no more than 15% of any one species of tree (for trees considered hardy in this area), or 10% of any one (1) species of tree considered marginally hardy for this area, shall be proposed. This shall be measured per total trees in the development, including existing trees.
F. For small development projects, exceptions to the above diversity requirement may be allowable where the size of the development makes minimum diversity percentages unreasonable. A variance request is to be made by a note on the landscape plans and shall be subject to approval by the Town Planner.
G. Coniferous trees shall comprise 25% of any landscaped area, where suitable. Unsuitable areas include areas where icy conditions may be created with the use of conifers at road intersections, road curves, bike path intersections, bike path curves site distance restricted areas or narrow areas. Locate conifers so mature spread will not overgrow streets or walks.
H. Ornamental trees can only replace large canopy trees at a rate of three (3) ornamental trees to one (1) large canopy tree (not to exceed 25% of the total tree requirements). Fruit bearing or thorny trees shall not be permitted within five (5) feet of sidewalks or streets, as calculated from mature canopy width of tree.
I. Shrubs shall be a mixture of evergreen and deciduous varieties. Small shrubs shall be used between the bike path and the curb along street rights-of-way to avoid safety obstructions.

3.6.5 STREET TREE MINIMUM STANDARDS

A. Species that generally have branches less than fifteen (15) feet above the roadway at maturity shall not be used as street trees unless they are located such that no interference with the roadway will occur at maturity. Minor trimming and branch removal should be performed to maintain the fifteen (15) foot requirement and eight (8) foot minimum clearance over sidewalks and bike paths.
B. Trees prohibited from planting within the Town of Johnstown include the following: cotton-bearing Cottonwood, Lombardy Poplar, Box-elder, Siberian or Chinese Elm, Russian Olive and Ash trees (Fraxinus spp.).
C. Trees prohibited from planting within street right of ways include the above plus the following: Fruit and/or thorn bearing trees (prohibited from within five (5) feet of bike path as measured from edge of mature canopy), willow (all varieties), Tree of Heaven, Cottonwood (all varieties), and Silver Maple.
D. Trees recommended for use within the Town of Johnstown include those listed in Plant Materials List found in appendix of the Town of Johnstown Landscape Guidelines.
E. Planting sizes for required landscapes:
    a. Deciduous shade trees: 2-inch caliper
    b. Ornamental trees: 1-1/2-inch caliper
    c. Evergreen trees: 6 foot – 8 foot height (with a minimum of 25% at 8 foot height)
    d. Multi-stem ornamental trees: 8 foot – 10 foot height
    e. Shrubs: 5-gallon container
    f. Vines: 1-gallon container

g. Ground cover/perennials: 2-1/4 inch pots

3.6.6 LANDSCAPE MAINTENANCE

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

A. The Builder or Metro District shall be responsible for maintaining all on-site and common landscaping as shown on an approved landscape plan or as existing if an approved landscape plan does not exist.
B. The Builder or Metro District shall be responsible for maintaining the landscaping public improvements on all adjacent rights-of-way as shown on an approved landscape plan or as existing if an approved landscape plan does not exist, unless a maintenance agreement is reached with another entity. The Town, at its discretion, may add, remove, replace, or maintain landscaping within the right-of-way per Town standards.
C. The Developer may request Town maintenance of arterial rights-of-way where there will not be a Metro District. The following standards shall apply:
D. Acceptance of maintenance will be based on the determination that the public interest is served by Town maintenance.
E. The Developer may request Town maintenance of other facilities not included above. The following standards shall apply:
F. Acceptance of maintenance is based on the determination that the public interest is served by Metro District maintenance.
G. Installation of all improvements shall meet or exceed Town Standards.
H. The Builder or Metro District shall be responsible for maintaining all irrigation systems in sound condition and so all plant material receives the necessary amount of water. Leaks and other broken and/or non-performing equipment shall be repaired in a timely manner. Systems shall be periodically adjusted to eliminate water spraying onto paved surfaces. Watering times shall be regularly adjusted to meet the seasonal needs of the plants while minimizing over-watering.

3.7 SITE DEVELOPMENT SIGNAGE

3.7.1 PROJECT IMAGE

Two primary entrance signs are located at the intersection of Freedom Parkway and the Frontage Road, as well as at the main entrance into parcel D. These primary entrances are intended to create a gateway and emphasize the main entrances. The secondary entrances are intended to have less traffic and are off of Freedom Parkway. Landmark and high-image intersections help develop the character of the area. These intersections may contain showy landscaping, decorative walls, art and overall exhibit an increased decorative character than other minor intersections. By creating a hierarchy of intersections, people will be able to use the decorative elements as a way-finding
device. Sign permits will need to be reviewed and approved by The Ridge DRC prior to submitting to the Town for review.

3.7.2 The Ridge SIGNAGE SYSTEM

All community identity signs for The Ridge will be located in signage and landscape easements and outside of the public ROW.

3.7.3 PRIMARY ENTRY SIGN

Primary entry signs are located at the intersections of Freedom Parkway and the Frontage Road and at the Parcel D access points along the Frontage Road

3.7.4 SECONDARY ENTRY SIGN

Secondary entry signs will be located along the Frontage Road.

PRIMARY ENTRY SIGN

SECONDARY ENTRY SIGN

3.7.5 PURPOSE

The following sign guidelines provide a language for all signage which helps to create a unified image for The Ridge. All freestanding signage within the development will bear the style and logo of The Ridge, however individual logos and graphics are allowed on the sign face. Freestanding signs located throughout the development are unified through the use of similar geometry and a repetition of a common materials palette. Building mounted signs are regulated by limiting size. However, tenant logos and graphics are allowed. The following signage requirements are congruent with Town of Johnstown Sign Code, any variations are noted.

3.7.6 PROHIBITED SIGNS

The following signs are prohibited:

A. Any sign which would violate sight distance triangle requirements.
B. Any nonpublic sign on the right-of-way or on a property other than that which it advertises.
C. Any sign which, even though in general conformance with the standards and requirements of this sign code, is a dangerous sign due to interference with a traffic control device by being in direct line between the control device and oncoming traffic or otherwise in visual competition with a traffic control device or resembling a traffic control device.
D. Any sign that is erected in such a location as to interfere with motor vehicle traffic.
E. Any sign employing a lighting or control mechanism which causes radio, radar, television, or telecommunication interference.

F. Any sign so erected, constructed or maintained as to obstruct or be attached to any fire escape, window, door or opening used as a means of egress or ingress or for firefighting purposes, or any sign so placed as to interfere with any opening required for light or ventilation.
G. Flashing, blinking or other moving signs and searchlights/klieg lights.
H. Animated signs, including revolving, whirling, twirling or any other sign which uses motion, either implied or actual, except that barber poles (not exceeding five (5) feet in length which are not roof-mounted), windmills and time and temperature signs are permitted.
I. Structurally unsafe signs as determined by the chief building official, based upon criteria established in the adopted Town codes.
J. Roof signs.
K. Box signs.*
L. Wheeled advertising devices, except for currently licensed, operative vehicles which are primarily used by their owners for service, delivery or general transportation on a regular basis.
M. Any merchandise displayed outside of a building in such a way as to attract attention when viewed by the general public by placement upon a pole, a fence, a platform, roof or other similar device or structure shall be considered as a sign and shall be prohibited unless otherwise approved by the Planning and Zoning Commission. This shall not, however, be construed to prohibit merchandise customarily stored outside of buildings and placed upon shelves or tables, such as automobiles, campers, boats, plant materials, produce or lumber.
N. Monopole signs
O. Any sign regulated by the State of Colorado Department of Transportation rules and regulations pertaining to outdoor advertising not approved by the CDOT. (Ord. 682, § 1, 2001)

*Varies from Town of Johnstown Sign Code.

3.7.7 SIGN AREA MEASUREMENT AND ALLOWANCES

(Allowable sign areas and sizes shall be per the standards listed below)

A. Animated:
   a. Size of sign is based upon the sign type (i.e., freestanding, wall or projecting)

B. Arcade:
   a. Maximum Height cannot exceed bottom of eave, balcony, canopy, awning or other structural overhang or passageway to which it is attached.
   b. Minimum height, seven (7) feet above grade.
   c. Maximum one (1) per building entrance for nonresidential uses.
   d. Maximum area, four (4) square feet for nonresidential uses.
   e. Must be placed on an approved wall area.

C. Awning Sign:
   a. Permitted on the bottom eighteen (18) inches of 1st floor awnings.
   b. Allowed at 0.5 square feet per linear foot of awning.
   c. Maximum of twelve-inch letter height.
   d. Maximum of one (1) per awning.
   e. Must be located on an approved wall area.
   f. May be illuminated.

D. Bulletin Boards:
   g. Nonresidential, nonagricultural and multiple-family uses only.
   h. Maximum area, thirty-two (32) square feet.
   i. Maximum height, eight (8) feet.
   j. Maximum one (1) per street frontage.
   k. Must be set back a minimum of ten (10) feet from any private property line and from a public right-of-way; one (1) foot setback for signs up to six (6) feet in vertical height; one (1) foot for every foot of height greater than six (6) feet.

E. Freestanding residential districts:
   a. Permitted in residential zones only.

b. Maximum sign area is one hundred (100) square feet.
c. Maximum of one (1) per street frontage, said street being on the boundary of the development.
d. Maximum height all residential districts, six (6) feet.
e. Maximum height in all multiple family use districts, twelve (12) feet.
f. Must be set back from any private property line and from a public right-of- way one (1) foot setback for signs up to six (6) feet in vertical height; one
g. (1) foot for every foot of height greater than six (6) feet.
h. May be illuminated.

F. Residential development entryway signs:
a. One (1) for each major entryway;
b. Not to exceed twenty (20) square feet in area or six (6) feet in height; Freestanding-type signs must be set back onto the property a minimum of ten (10) feet, unless incorporated into a traffic island entrance, then twenty-five (25) feet back from the face of the street curb and three (3) feet from the edge of the traffic island;
c. Fence or wall-incorporated-type signs may be placed parallel with and at the property line following the same height and sight distance requirements as for a wall or fence.
d. Subject to a revocable permit in favor of the Town if situated in the right-of- way.

G. Freestanding nonresidential districts:
a. Maximum height: Twenty-five (25) feet.
b. Maximum number of signs per development: one (1) per street frontage, not to exceed two (2) per development, except as may be permitted by a master sign plan approved by the Board of Trustees.
c. All such signs shall be set back from the property line a distance equal to the height of the sign, except a sign six (6) feet in height shall be set back from the property line a distance of one (1) foot.

H. Maximum sign area, based upon the following table:

Maximum Sign Area		
Floor Area of Building	***Single Use Development***	***Multiple Use Development***
0-1,500 s.f.	35 s.f.	60 s.f.
1,500-5,000 s.f.	35 s.f. plus 1 s.f. per each additional 50 s.f. of floor area over 1,501	40 s.f. of floor area over 1,500
5,000-50,000 s.f.	100 s.f. plus 1 s.f. per each additional 1,000 s.f. of floor area over 50,001 up to a maximum size of 300 s.f.	300 s.f. plus 1 s.f. per each additional 1,000 s.f. of floor area over 50,001 up to a maximum size of 400 s.f.

I. Illuminated signs:
a. Within one hundred (100) feet of residential use or district, internal lighting only.
b. Over one hundred (100) feet from a residential district, any type of lighting source is allowed, except search or flashing lights, or directed so that the light shall not adversely affect surrounding premises or safe vision on public or private roadways, including highways.

J. Portable signs:
a. A-frame or pedestal style only;
b. Maximum area: Six (6) square feet;
c. One (1) per street frontage;
d. Must be set back a minimum of ten (10) feet from the street right-of-way line if over forty-two (42) inches or two (2) feet if forty-two (42) inches high or less;
e. Must be anchored to the ground or weighted sufficiently to prevent movement by force of wind.
f. May not interfere or block pedestrian or vehicular traffic.

K. Projecting signs:
   a. Maximum height: top of wall or parapet; not to be roof-mounted;
   b. Maximum projection: Shall be in accordance with building codes, requirements for "Construction in Public Right-of-Way."
   c. Maximum size: Two (2) square foot for each one (1) foot of height of the building wall to which the sign is to be attached;
   d. Projecting and wall sign not permissible on same wall;
   e. Maximum number: One (1) per street frontage.

L. Public information signs:
   a. As defined with the approval of the Town Administrator or designee.

3.7.8 TEMPORARY SUBDIVISION SIGNS

A. Temporary model home signs:
   a. One (1) per model home;
   b. Not to exceed twelve (12) square feet each and not over six (6) feet in height if a freestanding type; and
   c. Must be set back from property lines a minimum of ten (10) feet or a distance equal to height, whichever is greater.
   d. Temporary residential subdivision signs.
   e. Temporary signs are prohibited upon public rights-of-way. Temporary signs found by an enforcement officer to be located within Town rights-of-way shall be removed by such enforcement officer with no requirement of notice.
   f. Construction signs shall not exceed thirty-two (32) square feet and twelve (12) feet in height. One (1) per street frontage is allowed between the time a building permit is issued and the time a certificate of occupancy is obtained.
   g. Political and real estate signs may be located on property only by permission of the landowner.

B. Temporary commercial/industrial signs:
   a. Banners are permitted for any non-residentially zoned or used property to advertise special events or sales subject to the following provisions:
   b. May be placed upon a building wall or roof or a fence but shall not be attached to landscaping, freestanding posts or utility poles;
   c. The total size allowed for any single banner or total combination of multiple banners shall be determined using the same criteria that applies to wall signs. If the banner is to be affixed to a fence, size shall be the same as if it was attached to the nearest adjacent building wall having street frontage;
   d. Any banner that becomes discolored, ragged, shredded, detached, etc., shall be removed or repaired.
   e. Pennants that project a maximum of four (4) feet from the building are allowed on retail, entertainment or service commercial buildings, and only as part of an approved special district sign program. All pennant faces shall be counted as part of the total allowable sign area. Pennants located on light fixtures are allowed only by The Ridge management group.
   f. Under canopy signs
   g. Minimum clearance from the sidewalk is eight (8) feet.
   h. One (1) sign per frontage.
   i. Not counted against other allowed signage.

C. Wall or painted:
   a. Maximum area to be no larger than two (2) square feet for every linear foot of the side of the building having a public entrance and facing a public street, alley or parking lot to which it is affixed. Signs affixed to attached or detached canopies and marquees or awnings shall be considered wall signs and shall be calculated based upon the length of the wall to which they are attached or adjacent.
   b. Each ground floor tenant or use shall have the right of wall signage upon any wall which fronts upon a public street, or if not fronting upon a public street, upon any wall which fronts upon a major interior drive having direct access to a public street. For uses that have a rear entry or delivery door, one (1) non-illuminated wall sign per use, not to exceed ten (10) square feet, is permitted.
   c. For buildings with flat roofs, wall signs shall not extend above the top of parapet or mansard, shall not extend more than three (3) feet above the deck line.
   d. May not extend more than fifteen (15) inches beyond the surface of the wall and may not extend beyond the side of the wall.
   e. Commercial, industrial, multiple-family, public and semipublic uses only.
   f. Cannot be used on the same wall as a projecting sign.
   g. Must be placed on an approved wall area.

3.7.9 FREESTANDING SIGNS

A. Retail:
   a. Single tenant signs are highly discouraged, commercial/retail uses should be combined into an overall sign with multiple tenants where possible. When single tenant signs are necessary, provide a smaller version of a sign that is sympathetic to the intent of the design shown. Individual user logos may be used; however they should be sized uniformly or in a proportional manner (i.e. Large tenant size, Small tenant size half the proportion of the large tenant.
   b. Office/Flex/Light Industrial: Signs shall be uniform in size and colors shall be contained within an earth-tone palette. The Ridge base shall be used. However, the sign area may be customized to fit the needs of the user. Each parcel is allowed one identification sign unless approved by the DRC and JRC.

B. Residential Identity Signs:
   a. Individual residential developments shall use materials within the materials palette and should design elements complementary to The Ridge signage.

C. Fuel/Convenience Store Canopy Signs
   a. Signs on canopies associated with fuel/convenience stores shall be limited to one corporate with associated text or business logo of the principal use only on a maximum of two (2) sides of the canopy. Such logos shall have a vertical dimension of no greater than 75% of the vertical dimension of the canopy fascia and shall be no greater than twelve (12) square feet per logo.

D. Regulatory Signs
   a. Regulatory signs shall follow the guidelines established in the Town of Johnstown Design Criteria and Construction Regulations.

3.7.10 OTHER DISPLAY AND INFORMATIONAL ELEMENTS

A. Banners:
   a. Retail uses are allowed one (1) banner per building, not-to-exceed seven (7) days in a six-month period. Office, Light Industrial and other Commercial uses are allowed a one (1) day special event directional sign announcing open house/grand opening events.
B. Window Signs:
   a. Window painting is not allowed. Each business will be allowed one (1) "OPEN" neon sign. No other neon signs are allowed, except as specifically approved by the DRC and JRC. No decals or signs may be installed in doorways, windows or other areas visible to the public view from the exterior of the premises. The real estate window sign is intended for use where leasable office space is available.

C. Building Entry Information:
   a. If applicable, each business shall be allowed to post building or occupant names, hours of operation, emergency information, delivery hours and other required notices near its main exterior entrance on a wall or adjacent glass side-light adjacent to main entry doors. Maximum letter height shall be one (1) inch for basic information. Name of the building or occupant may be three (3) inches tall. Logos shall be a maximum of six (6) inches tall. All type must fit within a maximum 2 feet by 2 feet area. Type style shall be consistent with other building signs.
   b. Wall mounted information shall be applied to a panel that is compatible with the surrounding wall treatments. The panel area shall not exceed four (4) square feet.
   c. Buildings that provide service entrances shall be allowed an additional sign on or adjacent to each delivery door. Information shall be limited to a four (4) square feet area and design shall be consistent for all exterior doors of the building.
D. Flags:
   a. Flag poles shall be a minimum height of twenty (20) feet tall and a maximum height of thirty (30) feet. Only properly maintained national and/or state flags are allowed. The town of Johnstown will not be responsible for the enforcement of flags. Enforcement will be by the property owners' association (if any exists) or Metro District.

3.8 SITE FURNISHINGS

3.8.1 SITE FURNITURE

Shall be complementary to the architecture, and if part of a larger complex of buildings, complementary with the other site furnishings in that complex. Site furniture for the overall The Ridge site should be similar or complementary with the following examples shown pending approval of the DRC and JRC.

3.8.2 ART

Art in public places is highly encouraged. The proposed piece must be vandal resistant, appropriate subject material for public viewing, and complementary with the theme, materials, and colors of The Ridge as determined by the DRC and JRC.

3.8.3 FENCING & WALLS

Fencing materials such as simulated rod iron and / or concrete or masonry may be required depending upon screening needs and compatibility with adjacent uses. No wood retaining walls are allowed (nonresidential only). Fencing and walls shall match building architecture. All fences and walls subject to DRC and JRC approval.

3.8.4 LIGHTING

A. The lighting design concept for The Ridge uses decorative lighting to enhance the main entries of the development.
B. All light sources shall be contained in cut-off fixtures that obscure the source from direct view. Pedestrian-scale lighting that has secondary decorative visible light source may be acceptable provided it does not produce glare.
C. Up-lighting is acceptable as long as they are subdued and angled towards surfaces and not lit straight into the sky. No searchlights are permitted.
D. Street light poles and fixture housing shall be black in color. All roadway lighting should be of the same family of style, and all parking lot lighting shall have a color temperature of 4000 Kelvin and be of the same family of style; however, roadway and parking lot lighting need not match.
E. Temporary lighting – Holiday lighting only November 1 through January 31. No "chasing" lights (Nonresidential only).
F. Minimize lighting in parking areas when not in use.
G. All lighting is subject to approval by DRC and JRC.
H. Unless sharing parking lots & drives, all lighting shall be contained within the subject property, and shall not spill over onto adjacent property.

Minimum / Maximum allowable lighting (per IESNA standards):

Non-residential building, surrounding area, and parking	1.0 / 7.0 footcandles
Residential building surrounding and parking	0.1 / 0.5 footcandles
Under canopy fueling areas and drive-ups	5.0 / 25.0 footcandles

3.9 RETAIL BUILDING DESIGN STANDARDS

The design of new structures in or adjacent to existing developed areas shall be compatible with or complementary to the predominant architectural character of such areas.

3.9.1 RETAIL DEVELOPMENTS

These guidelines apply to high-visibility neighborhood, community and regional-scale commercial areas, including retail, professional services, lodging, hospitality uses, outdoor family entertainment, restaurants and related uses, and contain additional information on how to place and design structures, sites and landscapes. Requirements regarding the overall design and construction of sites, parking lots, roads, streetscapes, parks, open space areas are included in General Design Guidelines and are supplemental to the requirements in this section.

3.9.2 BIG BOX RETAIL STORE DESIGN

Compatibility may be achieved through techniques such as:

A. Repetition of roof lines.
B. Use of similar proportions in building mass and outdoor spaces.
C. Similar relationships to the street.
D. Similar windows and door patterns.
E. Building materials with similar colors and textures.
F. Select buildings that have unique, high quality architecture associated with a brand, or that serve as an architectural focal point that may be allowed in otherwise "themed" developments if they are determined to add interest and vibrancy to the rest of the development.
G. Treat all facades of a building with similar materials

3.9.3 ROOF AND TOP TREATMENTS

A. Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to DRC and JRC approval.
B. The average parapet height may not exceed 15% of the supporting wall height.
C. Vary parapet and/or roof heights to add interest and consider the use of overhangs and cornice features for decorative interest.
D. Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.
E. Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.
F. Large sloped roofs must have variations in height or offsets to break up the large plane- maximum 50 linear feet of one plane.

3.9.4 FREESTANDING STRUCTURES / ELEMENTS

A. Gas canopies shall not be taller than seventeen (17) feet and should match the principal building architecture. Support columns should relate to the building architecture in finish materials and scale.
B. Vending machines/kiosks must be incorporated into nooks or other features integral to the main building.

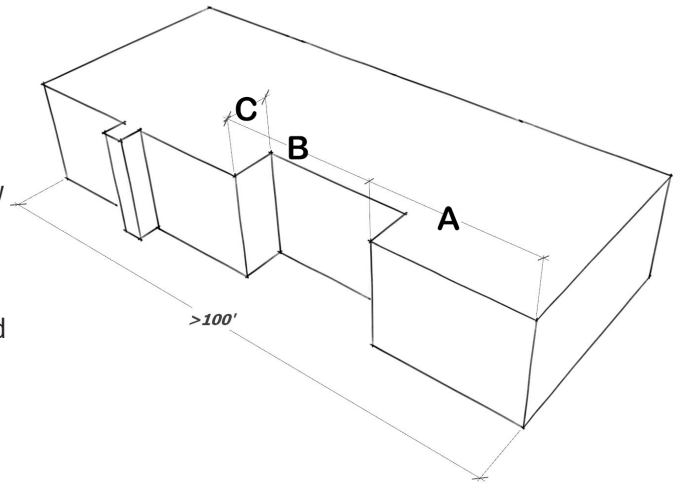
3.9.5 MATERIALS AND COLORS

A. Primary facade and roof colors shall have a low reflectance, and be a subtle, neutral or
B. Earth-toned color. Earth-tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, grays or charcoal color values.
C. Trim and accents may be brighter colors, including primary colors. Vivid colors shall be used sparingly (10% or less of a facade on buildings less than 20,000 sf and 7% on buildings larger than 20,000 sf). Vivid colors are defined as bright colors, such as primary colors.
D. Preferred predominant facade materials include: brick, native or cultured stone, tinted and textured concrete masonry units, architectural precast concrete panels, site cast tilt- up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color.
E. Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or

other appropriate finishes. In addition, high quality ACM Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall design aesthetic.

F. Prohibited predominant materials are smooth-face concrete block and uninsulated, non-textured flat metal panels. These materials may be used as accent but shall occupy no more than 35% of a facade.

3.9.6 FACADES



A. Facades must include a repeating pattern at intervals of no more than 50 linear feet that shall include a change in plane no less than one (1) foot in width such as an offset, reveal or projecting rib.
B. Facades greater than 100 feet in length shall incorporate wall plane projections or recesses having a depth of at least 3% of the length of the facade and occupy at least 20% of the length of the facade.
C. Where principal buildings contain separate stores with separate exterior entrances that occupy less than 25,000 square feet of the gross floor area, the street level facade shall be transparent between the height of three (3) feet and eight (8) feet above the adjacent walkway grade for no less than 60% of the building facade of the separate store.
D. Building facade proportions:
    a. Max. 30% of facade length or 100' without interruption
    b. Min. 20% of facade length
    c. Project or recess 3% min. of facade length

3.9.7 BUILDING ENTRANCES

A. Each building shall have clearly defined customer entrances with no less than two (2) of the following;
    a. Canopy, arcade or portico
    b. Overhang or recess
    c. Raised corniced parapet
    d. Peaked roof or arch
    e. Architectural detail such as columns, tile work, stone, detailing or moldings integrated into the building structure
    f. Integral planters or wing walls and incorporate landscaped areas and/or places for sitting
    g. Display windows

3.10 DESIGN STANDARDS FOR VEHICLE SALES AND SERVICE ESTABLISHMENTS

A. Building footprint should be a minimum of 10% of the parcel size and building should be permanent
B. Total acreage of all motor vehicle dealerships within The Ridge shall not encompass a total of more than thirty five (35) acres of land unless the Town and the Developer consult and agree to any additional area.
C. Parking requirements for automobile sales and service establishments are a maximum of one (1) parking space per 75 square feet of G.L.A. Site design should accommodate provisions for pedestrians through the frontage spaces and other locations where customers are anticipated to park. All parking areas, including for-sale cars and parking for vehicles to be serviced, shall be designed according to the parking and landscaping standards contained in these design guidelines. No cars shall be parked outside of designated striped parking areas.
D. All automobile service areas must adhere to screening requirements as designated in these design guidelines

3.11 DESIGN STANDARDS FOR OUTDOOR & FAMILY ENTERTAINMENT

A. Outdoor and Indoor family entertainment is defined as a smaller amusement park geared towards family fun. Family entertainment centers, or FEC's as they're commonly called, are generally smaller and cost less than a traditional amusement park. Requirements regarding the overall design and construction of sites, parking lots, roads, streetscapes, parks, open space areas are included in the Outline Development Plan and these Guidelines and are supplemental to the requirements in this section. Common attractions include, but are not limited to:

Bumper boats	Bowling
Go-Karts	Batting cages
Music and dancing	Laser tag
Miniature golf	Indoor children's play equipment
Video game arcade	Banquet facilities
Ground level kiddie rides	Meeting rooms
Mild thrill rides	Outdoor event areas
Snack bar/restaurant	Water slide
Golf / driving range	

B. It is required that specific photographs with dimensions be provided to illustrate all vertical elements on site. A site plan identifying these vertical elements must be submitted with the photographs.

C. Lighting: The lighting allowed for attractions may be modified from the other standards in the Design Guidelines due to safety concerns. To the extent possible, the same fixtures should be used for the lighting of attractions as are used elsewhere in The Ridge. The lighting design should keep the lighting contained within the attraction.

D. Safety and Boundary Restraints: It is understood that safety of guests and employees is paramount in the design and operation of attractions. For example, boundary restraints are required on the go cart track for safety purposes. The use of vinyl coated chain link fence rather than netting in areas that require reinforcement such as batting cages is necessary and appropriate to provide a safe environment for patrons. The allowable design solutions for safe operation of attractions shall take into account state of the art design and materials, usual and customary industry practices, safety, maintenance, and appearance. The DRC and JRC shall have the discretion to decide whether a design solution or improvement meets the intent of the design guidelines on a case by case basis. In considering the appropriate solution for inclusion in a proposed project, applicants shall advise the DRC and JRC of the best currently available and affordable design or practice, irrespective of whether it is incorporated in their proposed solution.

E. Architecture: The design of attractions and accessory buildings may take many forms to create the necessary effect within a Family Entertainment Use. Given the wide variety of attractions that could be proposed, the DRC and JRC will consider the concepts inherent in an applicant's business model. The DRC and JRC recognize that such attractions may not fit within the architectural guidelines applicable to other uses in The Ridge. The DRC and JRC will have oversight as to which attractions and accessory buildings are allowable given the size, location and nature of the attraction and discretion to decide whether a proposal is acceptable within the development.

3.12 OFFICE / FLEX / LIGHT INDUSTRIAL/ ENCLOSED CLIMATE CONTROLLED STORAGE

A. These guidelines apply to: single and multi-tenant office buildings; multi-tenant, single-story structures designed as flexible space for offices, light industrial and professional services; and single-tenant light industrial or research and development type uses. The guidelines contain additional information on landscaping and how to design structures. Requirements regarding the overall design and construction of sites, parking lots, roads, streetscapes, parks, open space areas are included in the Outline Development Plan and these Guidelines and are supplemental to the requirements in this section.

B. Building Design - Compatibility with Existing Development and Site Design
   a. The design of new structures in or adjacent to existing developed areas shall be compatible with or complementary to the established architectural character of such areas. Compatibility may be achieved through techniques such as:
   b. Repetition of roof lines.
   c. Use of similar proportions in building mass and outdoor spaces.
   d. Similar relationships to the street.

e. Similar windows and door patterns.
f. Building materials with similar colors and textures.
g. Site design for flex uses should incorporate, where possible, central, common service/ loading areas.
h. Treat all sides with similar materials.

C. All facades of a building shall have similar materials - Materials and Colors
   a. Primary facade and roof colors shall have a low reflectance and be a subtle, neutral or Earth-toned color. Earth- tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, grays or charcoal color values.
   b. Trim and accents of brighter colors, including primary colors, are allowed.
   c. Vivid colors shall be used sparingly (3% or less of a facade). Vivid colors are defined as bright colors, such as primary colors.
   d. Preferred predominant facade materials include: glazing, brick, native or cultured stone, tinted and textured concrete masonry units, architectural precast concrete panels, site cast tilt-up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color.
   e. Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or other appropriate finishes. In addition, high quality Aluminum Composite Material Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall design aesthetic.
   f. Prohibited predominant materials are smooth-face concrete block, full ceramic walls, and pre-fabricated uninsulated, non-textured, flat metal panels. These materials may be used as accent but shall occupy no more than 30% of a facade. Glazing with reflectivity or opacity higher than 60% is strictly prohibited.
   g. Corrugated Metal Panel shall occupy no more than 25% of a facade.

D. Facades that face a street or parking area shall not have a blank, uninterrupted length exceeding 100 feet without including at least two (2) of the following:
   a. Change in plane
   b. Change in color
   c. Change in texture or pattern
   d. Windows
   e. Columns, piers or equivalent element that subdivides the wall
   f. Facades greater than 150 feet in length shall incorporate wall plane projections or recesses having a depth of at least 2% of the length of the facade and occupy at least 30% of the length of the facade.

E. Building Entrances - Primary building entrances shall have clearly defined and provide shelter from the sun, wind, rain and snow, and include two (2) of the following:
   a. Canopy, arcade or portico
   b. Overhang or recess
   c. Raised corniced parapet
   d. Peaked roof or arch
   e. Architectural detail such as columns, tile work, stone or moldings integrated into the building structure
   f. Integral planters or wing walls and incorporate landscape areas and/or places for sitting
   g. Special landscape or site feature

F. Roof and Top Treatments
   a. Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to DRC and JRC approval.
   b. The average parapet height may not exceed 15% of the supporting wall height.
   c. Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.
   d. Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.
   e. Large sloped roofs must have variations in height or offsets to break up the large plane with a maximum 100 linear feet of one plane.
   f. Larger roof elements, when used as an architectural expression are allowed on a case by case basis.

G. Accessory Buildings
   a. Shall be of the same character and materials as primary buildings.

3.13 WAREHOUSING & DISTRIBUTION

A. These guidelines apply to warehousing and distribution uses, which typically have a comparatively high volume of truck traffic, multiple loading docks and large volume spaces for material or product storage. Indoor light manufacturing uses that possess these characteristics are also subject to these guidelines. The guidelines contain additional information on landscaping and how to design structures. Requirements regarding the overall design and construction of sites, parking lots, roads, streetscapes, parks, open space areas are included in the Outline Development Plan and these Guidelines and are supplemental to the requirements in this section.

B. Landscaping
   a. Exposed sections of building walls that are visible from public areas or high use areas on private property shall have planting beds at least six (6) feet wide along a minimum of 50% of the length of the wall. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building face. Exact locations and spacing may be adjusted at the option of the owner to support patterns of use, views, and circulation as long as the overall tree planting minimum requirement is met. The planting beds and trees may be counted towards meeting the requirements for landscaping and buffers described in Section 3.5.

C. Architecture
   a. Compatibility with Existing Development
   b. Treat All Sides with similar materials
   c. Materials and Colors
   d. Primary facade and roof colors shall be a low reflectance and subtle, neutral or earth-toned color. Earth-tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, grays or charcoal color values.
   e. Trim and accents of brighter colors, including primary colors, are allowed. Vivid colors are defined as bright colors, such as primary colors.
   f. Preferred predominant facade materials include: glazing, brick, native or cultured stone, tinted and textured concrete masonry units, site cast tilt-up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color.
   g. Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or other appropriate finishes. In addition, high quality ACM Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall design aesthetic.
   h. Prohibited predominant materials are smooth-face concrete block, full ceramic walls and pre-fabricated uninsulated, non-textured, flat metal panels. These materials may be used as accent, but shall occupy no more than 30% of a facade. Glazing with reflectivity or opacity higher than 60% is strictly prohibited.
   i. Facades that face a street or public parking area shall not have a blank, uninterrupted length exceeding 100 feet without including at least two (2) of the following:
      - Change in plane
      - Change in color
      - Change in texture or pattern
      - Glazing
      - Columns, piers or equivalent element that subdivides the wall
   j. Publicly visible facades greater than 150 feet in length shall incorporate wall plane projections or recesses having a depth of at least 2% of the length of the facade and occupy at least 30% of the length of the facade.
   k. Building Entrances - Primary public entrances shall be defined and provide shelter from the sun, wind, rain and snow, and include one (1) of the following:
      - Canopy, arcade or portico
      - Overhang or recess
      - Raised corniced parapet
      - Peaked roof or arch
      - Architectural detail such as columns, tile work, stone or moldings integrated into the building structure
      - Integral planters or wing walls and incorporate landscaped areas and/or places for sitting

D. Roof and Top Treatments
   a. Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to DRC and JRC approval.
   b. The average parapet height may not exceed 15% of the supporting wall height.
   c. Vary parapet and/or roof heights to add interest and consider the use of overhangs and cornice features for decorative interest.
   d. Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.
   e. Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.
   f. Large sloped roofs must have variations in height or offsets to break up the large plane with maximum 100 linear feet of one plane.
   g. Larger roof elements, when used as an architectural expression are allowed on a case by case basis.

E. Accessory Buildings
   a. Shall be of the same character and materials as primary buildings.
   b. No pre-engineered metal buildings.

3.14 SINGLE FAMILY RESIDENTIAL

3.14.1 Single Family Detached Residential Site Design

A. Strategic views of the mountains and other natural features shall be encouraged in the development.
B. Minimum sizes are regulated for estate and single-family lots and houses.
C. Pedestrian circulation should be continuous throughout the development and connect to adjacent attractions.
D. Outdoor recreation opportunities for children and their parents should be provided.
E. Entryways to the neighborhood should be emphasized with signage, fencing, walls and/or landscaped medians.
F. Homes should be varied in location along lots to create variety along the street.
G. Landscape plans shall be designed by a landscape design professional. See section 3.5.9 for landscape standards.
H. Landscaping to be installed as soon as weather permits, but in any event no later than six (6) months after a home is closed by initial buyer.
I. Perimeter fencing shall be two-rail, post and dowel wood. "Mesh" type material will be allowed on the inside of the perimeter fencing. Other types of fencing may be allowed with DRC and JRC approval.
J. Neighborhoods should have, at a minimum, six (6) foot privacy fencing along arterial and collector streets. Preferred arterial fence type is 1x6 cedar pickets with top and bottom rail and 36 inch masonry columns with pitched cap every 100 feet. Arterial fencing should noticeably deviate away from the straight fence line to create small landscaped "pockets". Opportunities include entryways, street corners or fencing that runs over 600 feet. These pockets may be located within easements to allow consistent irrigation and maintenance along with the arterial landscaping.
K. Free-standing flag poles are not allowed. One wall-mounted bracket per home shall be allowed.
L. All elevations are also subject to Town staff approval prior to permit.

3.14.2 RESIDENTIAL ARCHITECTURAL DESIGN STANDARDS

A. General Conditions for Single Family Residential
   a. Housing model variety is strongly encouraged and each housing model shall have at least three (3) characteristics which clearly and obviously distinguish it from other housing models. The characteristics shall include different floor plans, exterior elevations, exterior materials, roof lines, garage placement, and the placement of the footprint on the lot and/or building face.
   b. To the extent feasible every front facade shall face the street and all units shall provide for a walk (hard surface) connection to the public walk system.
   c. The Builder shall provide each residence with a rear patio from the back door of the building.

B. Front Elevation
   a. The front facade elevation shall consist of a mix of materials to provide an interesting and pleasing residential unit and streetscape.
   b. The front facade shall include a minimum of 20% stone or brick. The garage door, front door and windows shall not be included in the calculation for percentage.
   c. The color of all exterior materials will be subdued to blend with the colors of the natural landscape. Muted earth tones, primarily in hues of tan,

brown, charcoal, or gray, or variations of blues, yellows, and greens are recommended. Accent colors used judiciously and with restraint may be permitted including white clad windows and entry doors or an accent color for the entry / front door and peak area may be used. A maximum of three colors each for the field , base and trim is encouraged. Light tones which unduly contrast with the surrounding landscape may be prohibited by the DRC.

C. Front Porches
   a. It is encouraged to provide a front porch or a well-defined entry for all residential homes.
   b. A front porch shall have a minimum depth of 4'-0" (as measured from the front facade to the posts, railings and spindles) and a minimum length of 4'-0".
   c. A front porch can intrude 4' into setback but must remain outside the utility easement.
   d. Posts and railings or a short "sitting wall" shall enclose all porches with a floor elevation more than 30 inches above finish grade.
   e. A well-defined front entry shall be a minimum of 4 feet wide and 4 feet deep. The width of the entry at its outer opening shall be a minimum of 2 feet wider than the width of the entry door, unless a Variance is approved under Section 1.9.

D. Garages
   a. If a three car garage is to be built, then one garage bay will be offset from the primary facade of the dwelling or a covered porch by at least two feet.
   b. With car garage doors that are visible as part of front building elevations, shall not comprise more than sixty five (65) percent of the ground floor street-facing linear building frontage. Corner lots are exempt from this condition. Three car garages may comprise a higher percentage.
   c. Each detached single family dwelling shall include an attached or detached two car garage and may include a larger garage up to three (3) garage doors only. Tandem parking within the garage is allowed.
   d. Garage doors will be detailed with grids or panel patterns, and/or windows with decorative trim features. Garage colors will be complementary in color and design to the house exterior. Other DRC solutions to mitigate the impact of garage doors may be considered if approved by the DRC.
   e. Garage doors may be located on another side of the dwelling (side loaded) provided that the side of the garage facing the street has windows or other DRC features that mimic the features of the living portion of the dwelling.
   f. Tapering driveways at the street curb unless the driveway is of sufficient length to allow vehicles to park in the driveway without blocking access to other garage doors shall be discouraged.

E. Roofs
   a. Residences shall have exterior elevations, roofs, and details that are coordinated and consistent in their architectural treatment
   b. Multiple axis roof lines to reduce building scale and increase individuality and diversity shall be encouraged.
   c. Roof pitches of 5/12 shall be encouraged for the dominant roof surface, except where styles incorporate flat or lower pitched roof design as an expression of deliberate architectural appearance.
   d. Eave lines that vary vertically to improve visual quality and break up building mass shall be encouraged.
   e. High-profile/random asphalt shingles with a minimum of a 30 year life shall be used. Three (3) tab asphalt shingles are not allowed. Weather wood, or similar tone colors, or other complementary shingle color for the paint scheme for the unit shall be used.
   f. Other roofing materials shall be approved on an individual case basis and may include, but is not limited to metal, concrete, file or simulated fiberglass cedar shake shingle roofs in earth tones, shall be encouraged.

3.15 Multi-Family Residential

A. Density
   a. Minimium density in multi-family residential shall be 24 dwelling units per acre.

B. Landscaping
   a. Exposed sections of building walls that are visible from public areas or high use areas on private property shall have planting beds at least six (6) feet wide along a minimum of 50% of the length of the wall. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building face. Exact locations and spacing may be adjusted at the option of the owner to support patterns of use, views, and circulation as long as the overall tree planting minimum requirement is met. The planting beds and trees may be counted towards meeting the requirements for landscaping and buffers.

C. Building Design
   a. Compatibility with Existing Development and Site Design - The design of new structures in or adjacent to existing developed areas shall be compatible with or complementary to the established architectural character of such areas. Compatibility may be achieved through techniques such as:
   b. Repetition of roof lines.
   c. Use of similar proportions in building mass and outdoor spaces.
   d. Similar relationships to the street.
   e. Similar windows and door patterns.
   f. Building materials with similar colors and textures.
   g. Site design for flex uses should incorporate, where possible, central, common service/ loading areas.
   h. Treat all sides with similar materials.
   i. Multi-family building facades shall be articulated with porches, balconies, bays or other offsets.
   j. Accessory buildings should be similar in character and materials as primary buildings.
   k. All facades of a building shall have similar materials.

D. Materials and Colors
   a. Primary facade and roof colors shall have a low reflectance and be a subtle, neutral or Earth-toned color. Earth-tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, grays or charcoal color values.
   b. Trim and accents of brighter colors, including primary colors, are allowed. Vivid colors shall be used sparingly (3% or less of a facade). Vivid colors are defined as bright colors, such as primary colors.
   c. Preferred predominant facade materials include: glazing, brick, cementious siding, native or cultured stone, tinted and textured concrete masonry units, architectural precast concrete panels, site cast tilt-up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color. 40% of the front facade or the entire first floor (whichever is greater) shall be masonry (stone (manufactured or real) or brick).
   d. Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or other appropriate finishes. In addition, high quality ACM Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall design aesthetic.
   e. Prohibited predominant materials are smooth-face concrete block, full ceramic walls, and pre-fabricated uninsulated, non-textured, flat metal panels. These materials may be used as accent but shall occupy no more than 30% of a facade. Glazing with reflectivity or opacity higher than 60% is strictly prohibited.

E. Facades that face a street or parking area shall not have a blank, uninterrupted length exceeding 50 feet without including at least two (2) of the following:
   a. Change in plane.
   b. Change in color.
   c. Change in texture or pattern.
   d. Windows.
   e. Columns, piers or equivalent element that subdivides the wall.
   f. Facades greater than 150 feet in length shall incorporate wall plane projections or recesses having a depth of at least 2% of the length of the facade and occupy at least 20% of the length of the facade.

F. Building Entrances - Primary building entrances shall be clearly defined and provide shelter from the sun, wind, rain and snow, and include two (2) of the following:
   a. Canopy, arcade or portico.
   b. Overhang or recess.
   c. Raised corniced parapet.
   d. Peaked roof or arch.
   e. Architectural detail such as columns, tile work, stone or moldings integrated into the building structure.
   f. Integral planters or wing walls and incorporate landscaped areas and/or places for sitting.
   g. Special landscape or site feature.

G. Roof and Top Treatments

a. Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to DRC and JRC approval.
b. The average parapet height may not exceed 15% of the supporting wall height.
c. Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.
d. Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.
e. Large sloped roofs must have variations in height or offsets to break up the large plane with a maximum 100 linear feet of one plane.
f. Larger roof elements, when used as an architectural expression are allowed on a case by case basis.

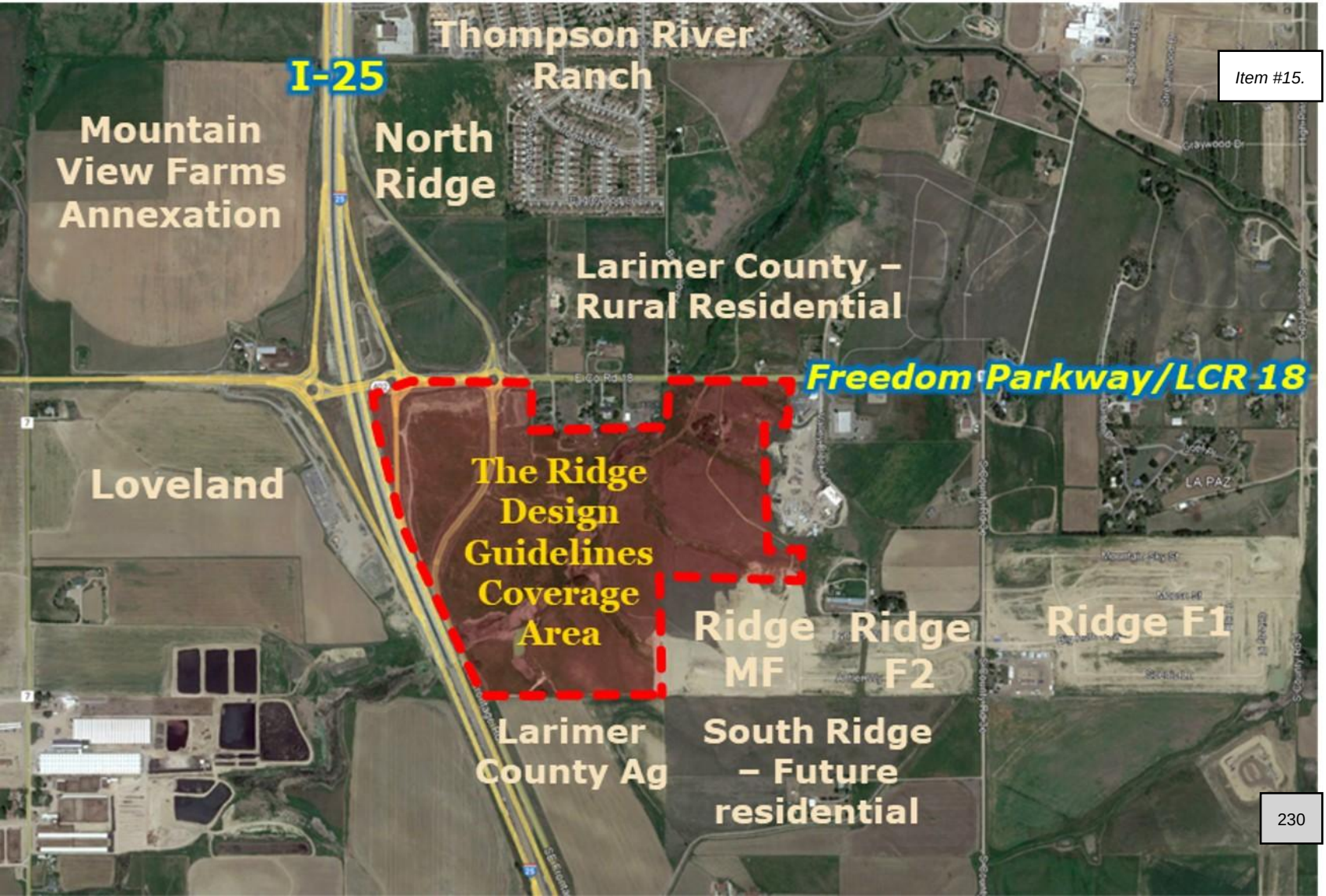
H. Accessory Buildings
a. Shall be of the same character and materials as primary buildings.

4.0 Definitions

Animated sign - A moving sign that utilizes motion, implied or actual, in a horizontal or vertical plane or both. The only animated type of signs that are permitted are "time and temperature" and "barber pole" signs.
Awning - A temporary hood, cover or shelter which may be fixed or retractable, and which projects from the exterior wall of a building over a window, walk, door or similar building feature. An awning is often constructed of fabric, metal or glass and is not supported by the ground.
Berm - An undulation in terrain creating a new landform within a landscape to be utilized for wind protection, screening or a point of focal interest.
Buffer - The use of open space, architecture, or landscape materials to minimize the visual and/ or noise impacts of development.
Building - Any structure used, designed or intended for the roofed shelter, enclosure or protection of persons, animals or property.
Builder - Builder shall be any purchaser, assignee, or transferee of Developer.
Canopy - A roof-like structure serving the purpose of protecting vehicles and/or pedestrians and which may be freestanding or attached to a building, is provided with supports, and is open on three (3) sides if attached and on all sides if freestanding.
Clinic, medical or dental - Offices organized as a unified facility to provide medical or dental treatment as contrasted with an unrelated group of such offices, but not including bed-patient care.
Development - A single lot, parcel or tract of land or portions or combinations of lots, parcels or tracts of land which are held in single or common ownership and which exist as a distinct functional entity. Multi-use buildings and multiple building complexes which are held in singular or common ownership, either by individual, corporation, partnership or other legally recognized entity, shall be considered a development for the purpose of signage.
Developer- The Developer is J-25 Holdings, LLC.
DRC - The Ridge Design Review Committee
Flashing sign - A sign that is illuminated with intermittent lighting, animated lighting or with varying intensities of light at intervals of fifteen (15) seconds or less, including a moving light or lights.
Flex - Flex space lends itself to a variety of uses. The building is designed for multiple tenants, divided in spaces running front to rear. Office space is located at the front of the building with warehouse space, typically accessed by delivery doors at the rear elevation of the building. The proportion of office vs. warehouse space in each tenant space is not determined until the user occupies the space. The space may subsequently be re-proportioned to accommodate the current occupant or a new occupant's changing needs. The space may include such uses as offices; retail and wholesale stores; warehousing, manufacturing, light industrial, or scientific research functions.
Freestanding sign - A sign that is permanent and self-supporting, being non-dependent upon support from a building or other structure, including signs placed upon fences or non- supporting walls.
General Warehousing - Establishments primarily engaged in operating merchandise warehousing and storage facilities, including mini-storage facilities. These establishments generally handle goods in containers, such as boxes, barrels, and/or drums, using equipment, such a forklifts, pallets, and racks. Warehousing facilities should be oriented away from public view and located adjacent to complementary uses.
Gross leasable area (G.L.A.) - The total floor area of commercial buildings, which floor area is designed for tenant occupancy and exclusive use, including basements, mezzanines and upper floors, if any; expressed in square feet and measured from the center line of joint partitions and from outside wall faces.
Home occupations - In any district where home occupations are permitted as an accessory use, the establishment and continuance of a home occupation shall be subject to the following general requirements: use shall be conducted entirely within a dwelling and carried on principally by the inhabitants thereof; use shall be clearly incidental and secondary to the use of the dwelling for residential purposes and shall not change the residential character thereof; total area used for such purposes shall not exceed the equivalent of one-half (½) the floor area, in square feet, of the first floor of the user's dwelling unit; no advertising, display or other indications of home occupation on the premises; there shall not be conducted on the premises the business of selling stocks, supplies or products, provided that incidental retail sales may be made in connection with the permitted home occupations; no exterior storage on the premises of material used in the home occupation; no offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line, as a result of the home occupation;
Home occupations examples: refer to Town Code at the time of application for allowable home occupation uses.
JRC- Johnstown Review Committee
Light Industrial - Light industrial shall mean uses engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including precessing, fabrication, assembly, treatment, packaging, incidental storage, sales or distribution of such products. Further, light industrial shall mean uses such as the manufacture of electronic instruments, preparation of food products, pharmaceutical manufacturing, research and scientific laboratories or the like. Light industrial shall not include uses such as mining and extracting industries, petrochemical industries, rubber refining, primary metal or related industries. In addition, all uses allowed in section 1.5.11 shall be included in the definition of light industrial
Large Lot- A residential lot 5,000 s.f. or greater
Lot - A single parcel of contiguous land occupied or intended to be occupied by such structures and uses as permitted, together with the open spaces required, and abutting on a public street or officially approved way.

Lot area - The area of contiguous land bounded by lot lines, exclusive of land provided for public thoroughfare.
Lot lines - The lines bounding a lot as defined herein.
Manufacturing - The processing of raw materials or parts into finished goods through the use of tools, human labor, machinery, and chemical processing. Manufacturing is a value-adding process allowing businesses to sell finished products at a higher cost over the value of the raw materials used
Metro District – Villages at Johnstown Metropolitian Districts Nos. 1-8 formed pursuant to the Colorado Special Districts Act (C.R.S. 32-1-101, et seq.)
Mixed-Use – A Site or Building that incorporates more than one use. This could be a site that has both residential and non-residential on the same site or it could be the use of a structure that combines or integrates both residential and non-residential uses in the same structure/building.
Multi-family - Multifamily residential is a classification of housing where multiple separate housing units for residential inhabitants are contained within one building, with multiple buildings of the same classification are located on a single lot. Units can be next to each other, or stacked on top of each other and are for rent rather than owned by the residents.
Office - A type of land-use where the order of work is service related rather than production of goods or retail sales
Off-street parking space - The area on a lot designed to accommodate a parked motor vehicle as an accessory service to the use of lot and with adequate access thereto from the public street.
Offset/Setback- The horizontal distance between any structure and a lot line, other than a street right-of- way line.
Open space - The gross area of a lot or tract of land minus all streets, driveways, parking lots, and building areas, which is to be or has been landscaped or developed for use by the public or by the residents of the lot or tract of land for private, common or public enjoyment or recreational use.
Outdoor recreational facilities - Land and structure, along with accessory equipment, designed and utilized for leisure time activities of a predominantly "outdoor" nature and of more specific purpose than passive park-like open areas, and further classified as follows:
Public: Facilities owned and operated by a government agency for limited or general public use.
Private Commercial: Facilities owned and operated by a group for profit as a business, whether or not open to general public use.
Private Group: Facilities owned and operated by a group for the exclusive use of the members of such group and their guests and not for profit as a business.
Private Residential: Facilities owned by an individual, located on the same lot or adjoining lot to his or her family and guests.
Outline Development Plan (ODP)- The general plan for The Ridge development that describes or outlines the existing conditions of the site and the proposed development which includes location map, sketch plan and general development information as required by the Johnstown Town Code.
Overstory Street Canopy - Large, deciduous shade trees with high branch systems at maturity that are located within the public right-of-way between the edge of the street and the edge of private or common property or in street medians. Typically, these trees are located between the bike path or sidewalk and the street edge.
Passenger transportation terminals - Bus and rail depots, but not including airports, airstrips, and landing fields. Any such use shall be located not less than one hundred (100) feet from any residential district boundary
Private lodge or club - A structure or grounds used for regular or periodic meetings or gatherings of a group of persons organized for a nonprofit purpose, but not groups organized to render a service customarily carried on as a business.
Professional office - The office of a doctor, dentist, architect, landscape architect, engineer, lawyer or other similar recognized profession.
Retail store - A commercial establishment for the sale of material goods or commodities in relatively small quantities directly to the consumer.
Roof sign – A sign erected, constructed and maintained above the eaves and attached to the roof of a building. Roof signs are specifically prohibited.
Screen - To use landscape materials, walls, fencing, etc. to shield an area from view and to mitigate noise impacts.
Setback - The horizontal distance between any structure and the established street right-of-way line.
Sign - Any structure or part thereof or any device attached to a structure, or any other form of visual communication applied by paint, illumination, embossing or other technique to a structure for the purpose of directing, advertising, informing, warning or otherwise conveying information visually to the viewer.
Small Lot- A residential lot less than 5,000 s.f.
Single-Family Detached- Means a residential structure designed to house a single-family unit, with private outside entrance, but without common walls between the dwelling units.
Single-Family Attached - A residential structure designed to house a single-family unit from lowest level to roof, with a private outside entrance, but not necessarily occupying a private lot, and sharing a common wall adjoining dwelling units.
Stormwater Detention - Containment of controlled runoff temporarily for storage. Typically, the water is stored in a pond for a limited period of time.
Stormwater Retention - Containment of controlled runoff temporarily for storage. Typically, the water is stored in a pond for an extended period of time.
Structure - A combination of materials other than natural terrain or plant growth erected or constructed to form a shelter, enclosure, retainer, container, support, base, pavement or decoration. The word structure includes buildings. Exception: Not including fences six (6) feet or less in height.
Use, Accessory - A use subordinate to and customarily incident to the permitted principal use of the property or buildings and located upon the same lot as the principal use.
Use, Permitted - That utilization of land by occupancy, activity, building or other structure which is specifically enumerated as permissible by the regulations of the zoning district in which land is located.
Use, Principal - The main or primary use of property or structures as permitted on such lot by the regulations of the zone district in which it is located.

Xeriscape - An environmentally friendly landscape design approach where some or all of the following techniques are utilized: selecting low water demanding plants, grouping plants by their cultural needs, reducing turf areas, using turf types with low water requirements, using plants native to the region being designed, using mulches to cover soil and save moisture, irrigating by zoning plants together with similar water needs and by using efficient head layout and water distribution patterns, and performing regular maintenance to preserve the landscape and conserve water.


Thompson River Ranch
I-25
Mountain View Farms Annexation
North Ridge
Larimer County – Rural Residential
Freedom Parkway/LCR 18
Loveland
The Ridge Design Guidelines Coverage Area
Ridge MF
Ridge F2
Ridge F1
Larimer County Ag
South Ridge – Future residential

Town of Johnstown

PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM

ITEM:	**The Ridge Design Guidelines (ZON22-0012)**
DESCRIPTION:	The Ridge Design Guidelines give direction to development and update performance standards for 159.3 acres across The Ridge Development.
LOCATION:	SE corner of I-25 60 and LCR 18/Hwy 402/Freedom Parkway
APPLICANT:	Ripley Design and TST Consulting Engineers on behalf of J-25 Land Holdings, LLC
STAFF:	Tony LeFevre, Planner I
HEARING DATE:	February 14, 2024

ATTACHMENTS

1- Vicinity Map
2- 2018 The Villages at Johnstown Performance Standards
3- The Ridge Design Guidelines

BACKGROUND AND SUMMARY

The applicant, J-25 Land Holdings, LLC, requests approval of The Ridge Design Guidelines covering approximately 159.3 acres of land, located east of I-25 and south of Larimer CR 18/Highway 402/Freedom Parkway.

The subject property was part of the 2018 The Villages at Johnstown Amended Preliminary Plat and Performance Standards that approved the preliminary plat and design guidelines concurrently. The Ridge Design Guidelines were submitted as part of a larger effort by the developer to provide standardized Design Guidelines across The Ridge, North Ridge and adjacent retail, commercial and residential properties. The proposal for The Ridge Guidelines was submitted in November 2022 for staff but review has not been presented to the Town of Johnstown Planning and Zoning Commission.

SURROUNDING ZONING & LAND USE

North: PUD - North Ridge PUD, mixed use commercial
East: PUD - Ridge Filing 2, Single family residential under development

South: Unincorporated Ag, & PUD - South Ridge, Future single family residential development
West: Interstate 25 and City of Loveland

PUBLIC NOTICE AND AGENCY REFERRALS

Notice for the Planning and Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, February 1, 2024. 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 800 feet of the property in questions. This notice included a map of the proposed zoning changes. Based upon the changes proposed, this land use designation amendment did not warrant a full referral review by the Johnstown Review Committee (JRC). No neighborhood meeting was required at the time of submittal. The Town will hold neighborhood meetings for the surrounding property owners when future development plans are required that implement these design guidelines.

No public comments or questions have been forthcoming to Town Staff, as of the publication date of this memorandum

STAFF ANALYSIS

The Ridge Design Guidelines are in substantial compliance with the Town of Johnstown Land Use Code. The Design Guidelines will provide consistent signage and design standards across The Ridge Subdivision Filings 3 and 4 developments, as well as in adjacent properties to the north and northwest. These updated design guidelines provide clear design standards for future commercial, retail and residential development within The Ridge subdivisions and they will supersede the 2018 The Villages at Johnstown Performance Standards (see attached).

COMPREHENSIVE PLAN COMPLIANCE

GOAL L1 of the adopted Johnstown Comprehensive Plan reads as follows: Ensure neighborhood character and amenities contribute to the health and wellbeing of diverse residents. Staff finds that the proposed design guidelines further this goal, because they establish consistent design standards for a large project area.

STRATEGIC PLAN COMPLIANCE

GOAL: Expect and encourage community centered design.

Strategy: Create and maintain neighborhoods and activity centers with high standards of site and architectural design.

Staff finds that the proposed design guidelines correlate directly with the Goal and Strategy listed above. Establishing comprehensive design guidelines for large projects and project areas creates neighborhood cohesion and an elevated sense of community beautification.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

It is recommended that Planning and Zoning Commission send a positive recommendation to Town Council concerning The Ridge Design Guidelines based upon the substantial compliance with Town of Johnstown Land Use Code, and alignment with the Johnstown Comprehensive Plan and Johnstown Strategic Plan.

Recommended Motion

Based on the application materials received and analysis and presentation at the hearing, the Planning & Zoning Commission moves to recommend to the Town Council approval of The Ridge Design Guidelines.

Alternate Motion

Motion to Deny: "I move that the Commission recommend to the Town Council denial of The Ridge Design Guidelines based upon the following…"

THE RIDGE DESIGN GUIDELINES

Design Guidelines (ZON22-0012)

Planning and Zoning Commission Meeting

February 14th , 2024

7 p.m.

The Community that Cares

SITE LOCATION & BACKGROUND

General Location

- East of I-25 & South of Freedom Pkwy/LCR 18
  - Approx. 135.5 acres

Previous Land Use Events

- 2002: R&D No 1,2,3 Annexation
  - PUD-MU,PUD-R,PUD-I zoning
- 2005: Villages at Johnstown Performance Standards approved
- 2018: Villages at Johnstown Performance Standards revised
- 2023: Ridge Filing 3 approved
  - Created 1 buildable lot
- 2024: Ridge Filing 4 submittals under review
  - Public infrastructure and creation of 5 buildable lots

The Ridge Design Guidelines

Previous Design Guidelines referenced the following:

- R & D Development and Cross Annexation Agreement – March 1, 2002
- Town of Johnstown Zoning Code
- Town of Johnstown Sign Code
- Town of Johnstown Comprehensive Plan – April 1, 2001
- Johnstown/Milliken Parks, Trails, Recreation and Open Space Plan – May 2003
- Town of Johnstown Landscape Standards and Specifications
- Johnstown Public Improvement Criteria and Construction Regulations – April 2004
- Johnstown Transportation Plan

The Ridge Design Guidelines references are updated to the following:

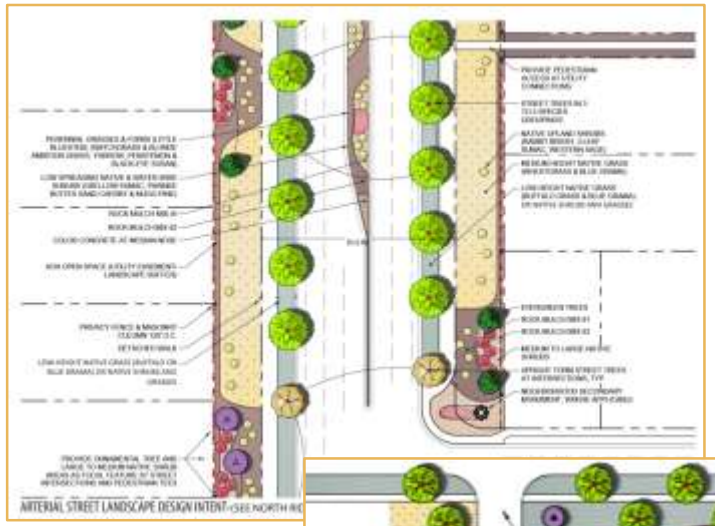
A. Town of Johnstown Municipal Code
B. Johnstown Area Comprehensive Plan- November 2021
C. Johnstown/Milliken Parks, Trails, Recreation and Open Space Plan-May 2003
D. Town of Johnstown Landscape Standards and Specifications
E. Johnstown Criteria and Construction Regulations-April 2004
F. Johnstown Transportation Plan
G. Governing Documents of the property owners' association (if any exists) or Metro District.

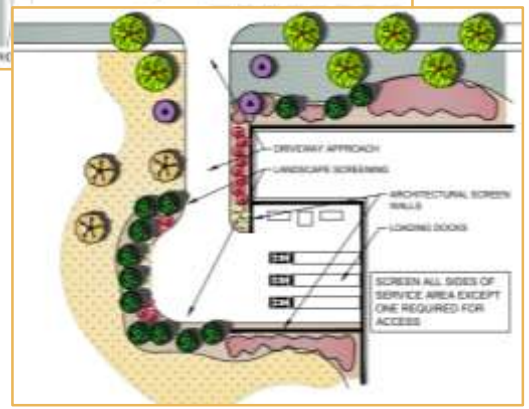
The original design guidelines could have been amended again, however:

1. ***A re-design of the guidelines incorporates the ideal of the 2023 TOJ LUDC update and 2021 TOJ Comprehensive Plan update***
2. ***The design guidelines are applicable across multiple development areas and add consistent design standards for both developers and reviewers of projects***

The Ridge Design Guidelines Examples

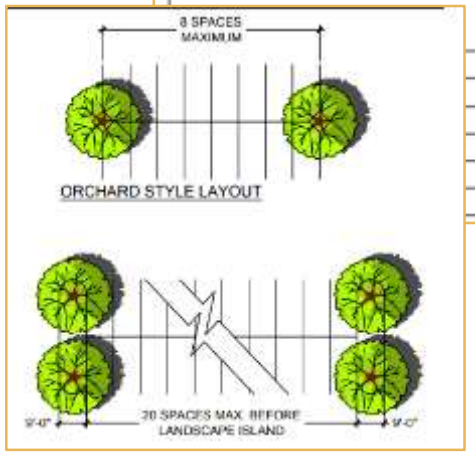
Landscaping





Parking

USE	PARKING REQUIREMENTS
Single-family residence	2 spaces per dwelling unit
Multifamily residence	1 space per dwelling unit (Studio / 1 bedroom) 1.5 spaces per dwelling unit (2 bedroom) 1.75 spaces per dwelling unit (3 bedroom) 2 spaces per dwelling unit (4+ bedroom) Attached Single Family (duplex, rowhome) shall provide required spaces in an enclosed garage.
	2 spaces for every classroom
	1 space for every 5 students of max auditorium capacity
	1 space for every 5 students of max auditorium capacity
	1 space for every 2 beds
	5 spaces for every practitioner
	1 space for every 1,250 sq. ft. of G.L.A. & 1 trailer space per dock door



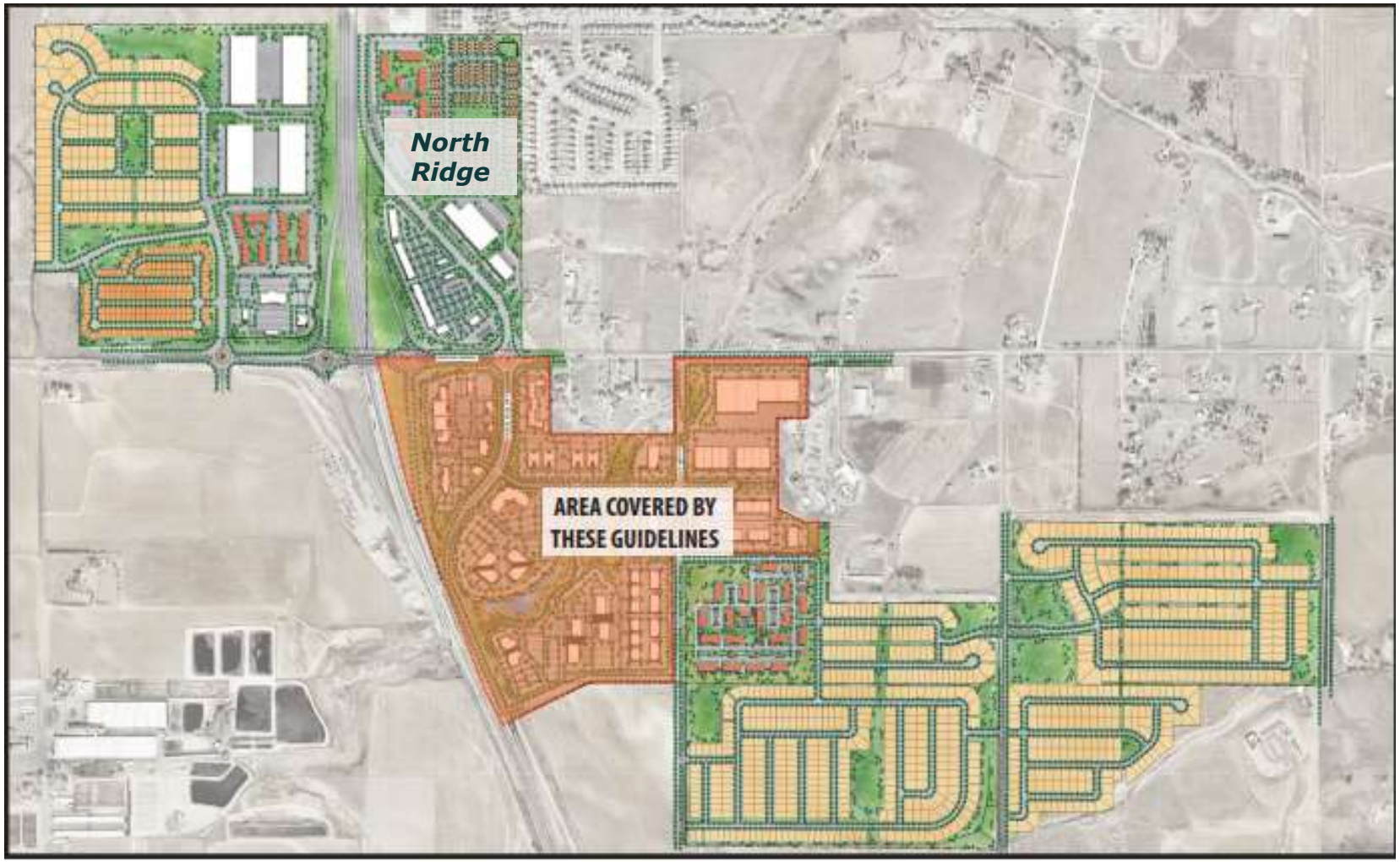
Signage

The Ridge Design Guidelines

Relationship to surrounding areas:

- The North Ridge Design Guidelines will use the same technical design guidelines with only naming changes as a difference.

- The uniform design guidelines bridge the two projects together through "integrated concept design and uniform development standards."

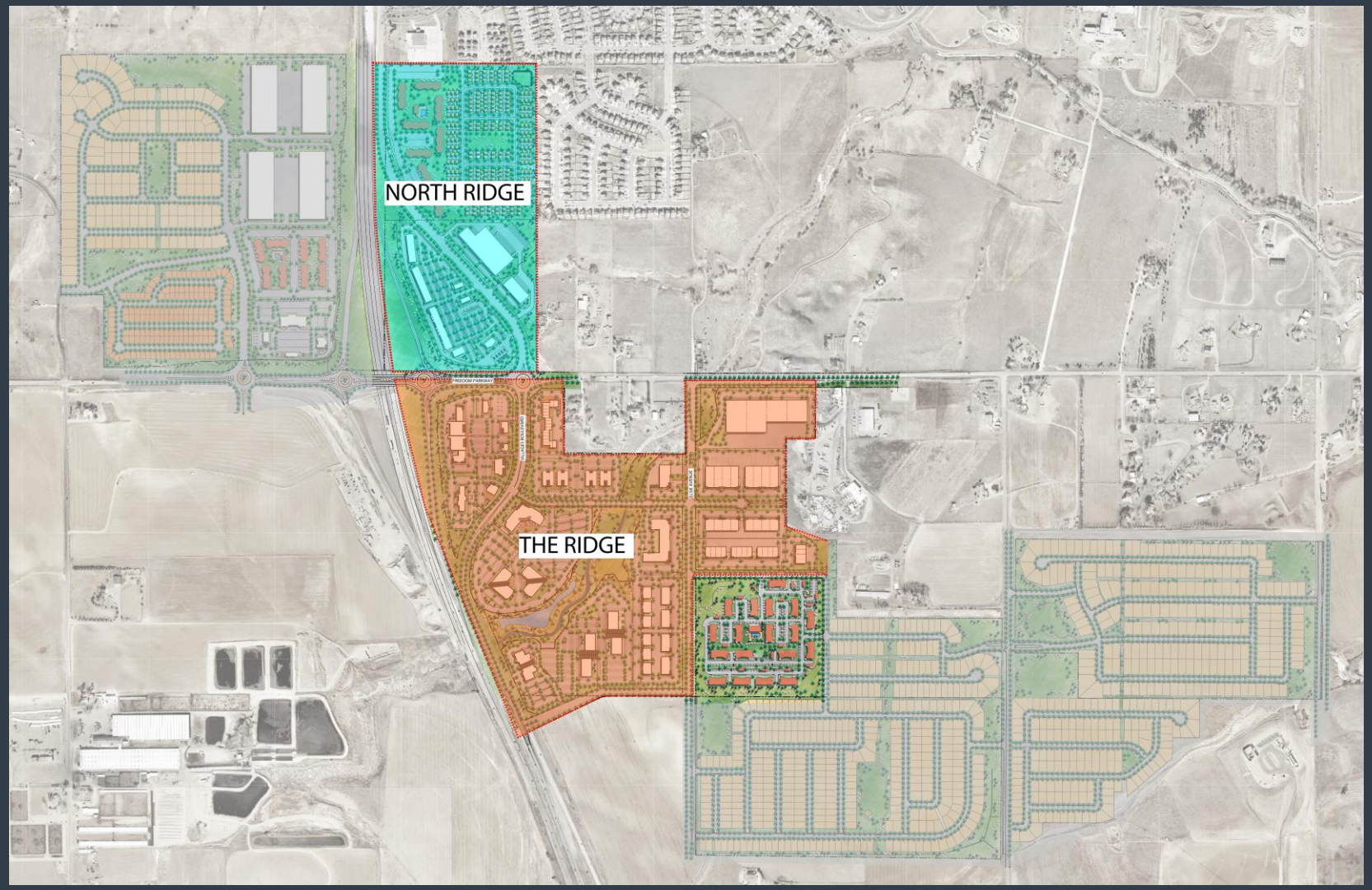


STAFF ANALYSIS & RECOMMENDATION

- Substantial Compliance with Town of Johnstown Land Use Code
- Encourages consistent design and uniform development standards across a growing area of the Town.
- Supersedes previous design standards to incorporate recent LUDC and Comprehensive Plan updates
- Staff recommendation for Approval

The Community that Cares

THE RIDGE AND NORTH RIDGE



THE RIDGE JOHNSTOWN

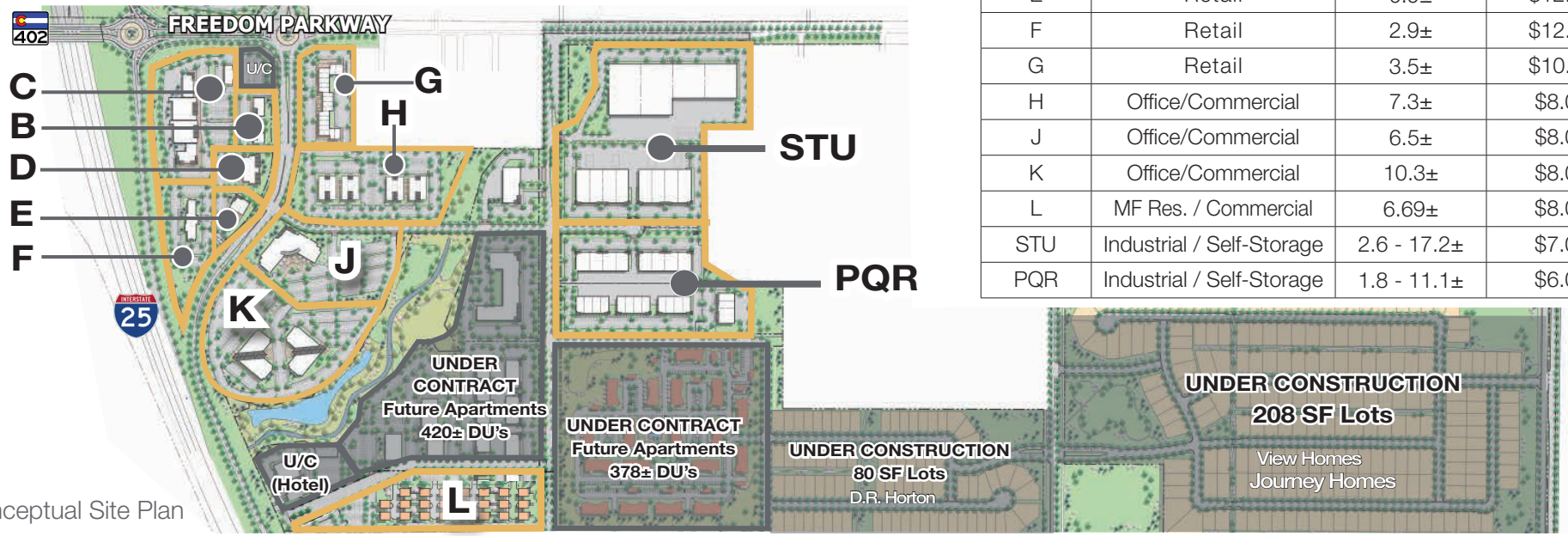
NORTH RIDGE JOHNSTOWN

CALIBER DEVELOPMENT

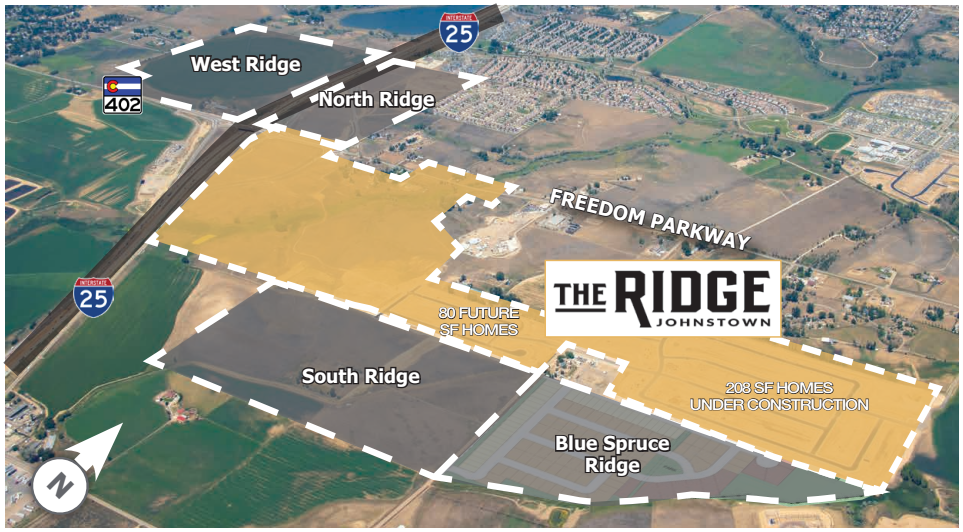
THE RIDGE AND NORTH RIDGE GUIDELINES

THE RIDGE

LOT	LAND USE	ACRES	PRIC
B	Retail	1.2±	$18.00
C	Retail	5.6±	$15.00
D	Retail	1.5±	$15.00
E	Retail	0.9±	$12.00
F	Retail	2.9±	$12.00
G	Retail	3.5±	$10.00
H	Office/Commercial	7.3±	$8.00
J	Office/Commercial	6.5±	$8.00
K	Office/Commercial	10.3±	$8.00
L	MF Res. / Commercial	6.69±	$8.00
STU	Industrial / Self-Storage	2.6 - 17.2±	$7.00
PQR	Industrial / Self-Storage	1.8 - 11.1±	$6.00



Conceptual Site Plan



NORTH RIDGE

Conceptual Site Plan

LOT	LAND USE	ACRES	PRICE PSF
1	Retail	11.69±	$14.00
2	Industrial	10.5±	$8.50
3	Multifamily (23 du/ac) /Commercial	6.86±	$8.50
4	Multifamily (23 du/ac) /Commercial	4.42±	$8.50