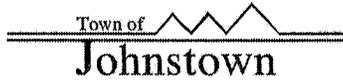


***TOWN COUNCIL***

***MEETING***

***PACKET***

**June 1, 2015**



*Agenda*  
Monday, June 1, 2015  
Town Hall, Council Chambers  
450 So. Parish Avenue  
7:00 PM



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

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

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

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

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- 6) **CONSENT AGENDA**
    - A) Town Council Meeting Minutes – May 18, 2015
  - 7) **STAFF REPORTS**
  - 8) **OLD BUSINESS**
  - 9) **NEW BUSINESS**
    - A) Administer Oath of Office to Newly Appointed Council Member
    - B) Consider Tavern Liquor License Renewal for Candlelight Dinner Playhouse
    - C) \***Public Hearing** – Use by Special Review for Oil and Gas Exploration on Miracle on 34/Encore PUD -- Kerr-McGee
    - D) Consider Water and Sewer Service Agreement for Liberty Arms Institute at 2534
    - E) Consider Professional Services Agreement for Pavement Condition Assessment and Inventory - iWorQ Systems Inc.
  - 10) **COUNCIL REPORTS AND COMMENTS**
  - 11) **MAYOR'S COMMENTS**
  - 12) **ADJOURN**
- 

#### WORKSESSION

- 1) Discussion of Weld County Referral – Martin Marietta Asphalt/Concrete Processing Facility
- 2) Discussion of Weld County Referral – Envirotech Request from Agriculture to I-2 Industrial



#### NOTICE OF ACCOMODATION

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

**AGENDA ITEM 6A**

**CONSENT  
AGENDA**

- **Council Minutes – May 18, 2015**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** June 1, 2015

**ITEM NUMBER:** 6A

**SUBJECT:** Consent Agenda

**ACTION PROPOSED:** Approve Consent Agenda

**PRESENTED BY:** Town Clerk

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

A) Town Council Minutes-May 18, 2015

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

**FINANCIAL ADVICE:** N/A

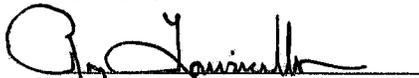
**RECOMMENDED ACTION:** Approve Consent Agenda

**SUGGESTED MOTION:**

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

**For Denial:**

**Reviewed:**

  
Town Manager

**COUNCIL  
MINUTES**

The Town Council of the Town of Johnstown met on Monday, May 18, 2015 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Romanowski led the Pledge of Allegiance.

Roll Call:

Those present were: Councilmembers Berg, James, Lebsack and Molinar Jr.

Those absent were: Councilmember Mellon

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

Agenda Approval

Councilmember James a motion seconded by Councilmember Berg to approve the Agenda as submitted. Motion carried with a unanimous vote.

Consent Agenda

Councilmember Lebsack made a motion seconded by Councilmember James to approve the Consent Agenda with the following items included:

- May 4, 2015 - Town Council Meeting Minutes
- Payment of Bills
- April Financial Statements

Motion carried with a unanimous vote.

New Business

A. Consider Water and Sewer Service Agreement – Thompson Crossing II, Filing No. 1 – This property is located east of the Thompson Crossing neighborhood and west of High Plains Blvd. (LCR3). The water requirement for Filing No. 1 and 45 residential lots is 33.12 acre-fee of water per year. The applicant will dedicate 5 shares of Home Supply and will pay the Water Court Transfer fees in the amount of \$19,320.00. Councilmember Lebsack made a motion seconded by Damien Berg to approve the Water and Sewer Service Agreement for Thompson Crossing, Filing No. 1 and authorize the Mayor to sign it. Motion carried with a unanimous vote.

B. Public Hearing – Thompson Crossing II, Filing No. 1 Final Plat – The applicant Lomas – Partners, LLC has submitted a request for approval of a final subdivision plat for a parcel of land located east of the existing Thompson Crossing development. The property is zoned PUD-R. Filing No. 1 includes 45 single family lots and 25 acres of privately owned and maintained neighborhood park and open space.

Mayor Romanowski opened the Public Hearing at 7:24 p.m. and having no objections to the development closed the hearing at 7:46 p.m.

Councilmember Berg made a motion seconded by Councilmember Molinar Jr. to approve the Thompson Crossing II, Filing No. 1 Final Plat subject to the following Planning and Zoning conditions: 1. The developer shall address outstanding conditions from Resolution 2014-05. 2. The developer shall resolve any outstanding plat referral comments from the Town Planner, Town Engineer, Town Traffic Engineer and Fire Authority. 3. The developer shall document to the satisfaction of the Town that the planned water and sewer line connections will not reduce planned capacity in those lines for other properties. 4. The developer shall determine the cost of widening the Big Thompson River Bridge to accommodate two lanes of traffic plus shoulders, and shall pay a share of that cost in proportion to projected traffic impact as approved by the Town. 5. The developer shall execute a Water and Sewer Service Agreement prepared by the Town Water Attorney, and submit the signed agreement for Town Council consideration with the subdivision application. 6. The developer shall execute a Public Improvements Development Agreement prepared by the Town Attorney, and submit the signed agreement for Town Council consideration with the subdivision application. 7. Street names are subject to final Town staff approval prior to recording. 8. Staff research a possible crossing of the railroad, and also research how to best manage speed in the existing roadway. Motion carried with a unanimous vote.

C. Consider Award of Contract to A-1 Chipseal Company for 2015 Chip Seal Project – The representative from A-1 Chipseal Company agreed to perform the Town of Johnstown’s 2015 Chip Seal Project in accordance with the City of Loveland specifications and at the same unit cost for a total contract price not to exceed \$222,000. Councilmember Molinar Jr. made a motion seconded by Councilmember Lebsack to award the contract for the 2015 Chip Seal Project to A-1 Chipseal Company for a total price not to exceed \$222,000 and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

D. Consider Appointment of Council Member – Councilmember James made a motion seconded by Councilmember Lebsack to appoint KC Mitchell as Councilmember. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 8:00 p.m.

Mayor

Town Clerk/Treasurer



**AGENDA ITEM 9A**

**ADMINISTER**

**OATH**

**OF**

**OFFICE**

## TOWN COUNCIL AGENDA COMMUNICATION

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**AGENDA DATE:** June 1, 2015

**ITEM NUMBER:** 9A

**SUBJECT:** Administer Oath of Office – Newly Appointed Council Member

**ACTION PROPOSED:** Administer Oath of Office to Newly Appointed Council Member

**PRESENTED BY:** Town Clerk

**AGENDA ITEM DESCRIPTION:** Section 2.4 C., (Term of Office; Time of Taking Office; Oath) of the Town Charter provides, in part, for the following:

*“Before taking office, the Mayor and each Council member shall take and file with the Town Clerk an oath or affirmation to support the United States Constitution, the Colorado Constitution, the Charter, ordinances and codes of the Town and to faithfully perform the duties of the office.”*

The Town Clerk will be administering the following oath of office to the newly elected council member:

*“I (name of individual), do solemnly swear by the ever living God, that I will support the Constitution of the United States of America and of the State of Colorado, the Charter, ordinances and codes of the Town of Johnstown, and faithfully perform the duties of the office of (name of office) upon which I am about to enter.”*

**\*Note:** An affirmation is also available, if desired.

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**LEGAL ADVICE:** N/A

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**FINANCIAL ADVICE:** N/A

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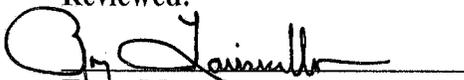
**RECOMMENDED ACTION:** Administer Oath of Office to Newly Appointed Council Member

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**SUGGESTED MOTION:** N/A

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**Reviewed:**

  
Town Manager



**AGENDA ITEM 9B**

**TAVERN  
LIQUOR LICENSE  
RENEWAL  
(Candlelight Dinner Playhouse)**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** June 1, 2015

**ITEM NUMBER:** 9B

**SUBJECT:** Consider Tavern Liquor License Renewal – Candlelight Dinner Playhouse

**ACTION PROPOSED:** Approve Tavern Liquor License Renewal

**PRESENTED BY:** Town Clerk, Police Chief

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**AGENDA ITEM DESCRIPTION:** Mr. David Clark, operating manager, has submitted a renewal application to the Town Clerk for a tavern liquor license (malt, vinous and spirituous) for the Candlelight Dinner Playhouse located at 4747 Marketplace Drive, Johnstown. The required fees have been submitted to the Town. According to the Johnstown Police Department, the establishment has cooperated with law enforcement officials and there have been no violations of the liquor code during the last licensing period.

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

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**LEGAL ADVICE:** N/A

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**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** Approve the tavern liquor license renewal.

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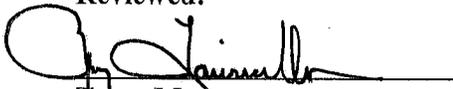
**SUGGESTED MOTIONS:**

**For Approval:** I move to approve the tavern liquor license renewal for the Candlelight Dinner Playhouse.

**For Denial:** I move to deny approval of the tavern liquor license renewal for the Candlelight Dinner Playhouse.

---

**Reviewed:**

  
Town Manager

**RENEWAL  
APPLICATION**

## LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	

CANDLELIGHT DINNER PLAYHOUSE  
 4747 MARKETPLACE DR  
 JOHNSTOWN CO 80534-4190

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name <b>CANDLELIGHT DINNER PLAYHOUSE</b>		DBA <b>CANDLELIGHT DINNER PLAYHOUSE</b>		
Liquor License # <b>15669450000</b>	License Type <b>Tavern (city)</b>	Sales Tax License # <b>15669450000</b>	Expiration Date <b>7/22/2015</b>	Due Date <b>6/7/2015</b>
Street Address <b>4747 MARKETPLACE DR JOHNSTOWN CO 80534-4190</b>				Phone Number <b>(970) 744 3749</b>
Mailing Address <b>4747 MARKETPLACE DR JOHNSTOWN CO 80534-4190</b>				
Operating Manager <b>Dave Clark</b>	Date of Birth <b>12/30/55</b>	Home Address <b>2526 Tupelo Dr Loveland CO 80538</b>		Phone Number <b>970 515 2323</b>

1. Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease \_\_\_\_\_
2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO
6. **SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

**AFFIRMATION & CONSENT**

*I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.*

Type or Print Name of Applicant/Authorized Agent of Business <b>David J Clark</b>	Title <b>Executive Director</b>
Signature <i>David Clark</i>	Date <b>5/6/15</b>

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

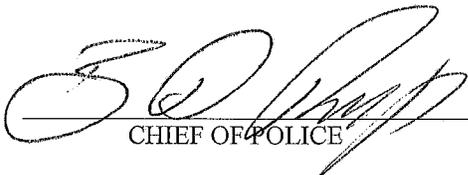
Local Licensing Authority For	Date
Signature	Title
	Attest

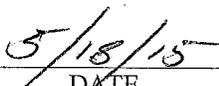
**POLICE  
REPORTS**

**TOWN OF JOHNSTOWN POLICE DEPARTMENT**

**Information 3.2% Beer or Liquor Application**

- Name and address of Applicant} Candlelight Dinner Playhouse  
4747 Marketplace Dr  
Johnstown, Co 80534
1. Trade Name and Address} Candlelight Dinner Playhouse  
4747 Marketplace Dr  
Johnstown, CO 80534
2. Date of Application } 05/06/2015
3. Type of Application: Tavern License
4. Documents Accompanying Application
- A. Local and State License Fees} Submitted with application
  - B. Evidence of Correct Zoning} CBD
  - C. Building Plans and or Sketch of Interior} N/A
  - D. Distance from School as per State} N/A
  - E. Deed or Lease or Assignment of Lease or Ownership} Owned
5. Evidence of Public Notice
- A. Posting of Premises} N/A
  - B. Legal Publication } N/A
6. Investigation: Police Department Case#}
- A. Applicant has made application for renewal of their Tavern Liquor License.
  - B. Candlelight Dinner Playhouse has operated legally during its last license period.
  - C. Cooperation with law enforcement has been good.
8. Findings of fact:
- A. Candlelight Dinner Playhouse presently holds license 15-66945-0000 that expires July 22, 2015
  - B. The required fees were submitted.
  - C. It is my recommendation that the renewal be approved.

  
\_\_\_\_\_  
CHIEF OF POLICE

  
\_\_\_\_\_  
DATE

**JOHNSTOWN POLICE DEPT.  
LIQUOR LICENSE RENEWAL INFORMATION SHEET**

APPLICANT: **Candlelight Dinner Playhouse**

ADDRESS: **4747 Marketplace Drive**

TYPE LICENSE: **Tavern License**

POLICE CALLS FOR SERVICE AT THIS LOCATION:

LIQUOR VIOLATIONS AT THIS LOCATION:

ARRESTS DUE TO ALCOHOL AT THIS LOCATION:

JPD RECOMMENDATION FOR RENEWAL: YES XXX NO \_\_\_\_\_

REPORTING OFFICER: 

DATE: 5/18/15

ADDITIONAL INFORMATION:

*2 EMPLOYEES ATTENDED ALCOHOL SERVER TRAINING ON 8/12/14*



**AGENDA ITEM 9C**

**OIL/GAS  
EXPLORATION  
(Miracle on 34/Encore PUD)  
(Kerr-McKee)  
(Use by Special Review)  
(\*Public Hearing)**

**\*PUBLIC HEARING PROCEDURE- Use by Special Review for Oil and Gas  
Exploration on Miracle on 34/Encore PUD-Kerr-McGee**

1. Open public hearing.
2. Receive information from staff.
3. Receive information from applicant.
4. Receive information from public.
  - a. Ask to hear from anyone who supports the Use by Special Review.
  - b. Ask to hear from anyone who opposes the Use by Special Review.
5. Receive rebuttal from applicant. [*Discretionary and only if warranted at the time.*]
6. Additional questions from Council, if any. (*Council may ask questions at any time until the hearing is closed.*)
7. Close the public hearing.
8. Discussion and deliberation among Council.
9. Make a decision and/or motion from Council.

**SUGGESTED MOTIONS**

**For Approval:**

I move to approve the Use by Special Review for Oil and Gas Exploration on Miracle On 34/Encore PUD as requested by Kerr-McGee.

**For Denial:**

I move to deny the Use by Special Review as requested by Kerr-McGee.

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** June 1, 2015

**ITEM NUMBER:** 9C

**SUBJECT: \*Public Hearing-**Use by Special Review for Oil and Gas Exploration on Miracle on 34/Encore PUD– Kerr-McGee

**ACTION PROPOSED:** Consider the Use by Special Review

**PRESENTED BY:** John Franklin, Town Planner

**AGENDA ITEM DESCRIPTION:** This is a request by Kerr McGee Oil and Gas Onshore LP to drill and operate five horizontal wells in the northwest corner of the property. The Town approved annexation of the Miracle on 34 PUD in 2006. The proposed wells are located north of the Public Service Company electric substation, in a planned residential area of the Miracle PUD, There are seven homes on unincorporated estate lots located within one-half mile north of the proposed drilling area. The nearest home is approximately 700' from the drilling area. The property owner has a single family home south of the Kelim and Airport substations, approximately 1400' away from the drill area.

On April 8, 2015 the Planning and Zoning Commission held a public hearing and voted to recommend approval of the Use by Special Review with conditions:

1. The operator shall comply with Town and State regulations, including obtaining a building permit and payment of applicable use tax for permanent improvements.
  2. The operator shall apply for and receive an access permit from the Town prior to constructing the new access road to High Plains Blvd. The operator shall ensure that the existing gravel road surface of LCR 3 is maintained, including operation-related repairs, as directed by the Town.
  3. The operator shall provide noise and visual screening acceptable to the Town during drilling, fracking and completion operations.
  4. Given the uncertainty of the timing of future planned residential development surrounding the well and battery sites, the operator shall provide for adequate and attractive visual screening of the wells from public roads. A landscaped earthen berm matching the well height but no less than 8' is recommended.
  5. The operator shall call for utility locates prior to subgrade work.
- The applicant has submitted a screening plan for the drilling area.

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**LEGAL ADVICE:** If approved, the Town Attorney will prepare a resolution for Council consideration at a future meeting.

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**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** The Planning and Zoning Commission recommended approval of the Use by Special Review with conditions.

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**SUGGESTED MOTIONS:**

**For Approval:** I move we approve the Use by Special Review as requested by Kerr-McGee (subject to the following conditions...)

**For Denial:** I move we deny the Use by Special Review as requested by Kerr-McGee.

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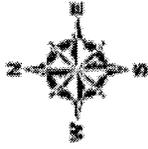
**Reviewed:**

  
Town Manager

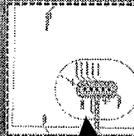
# VICINITY MAP

Kerr-McGee USR

Created by Larimer County using data from multiple sources. Larimer County makes no warranty as to the accuracy of this product. This map may not reflect recent updates prior to the date of printing.



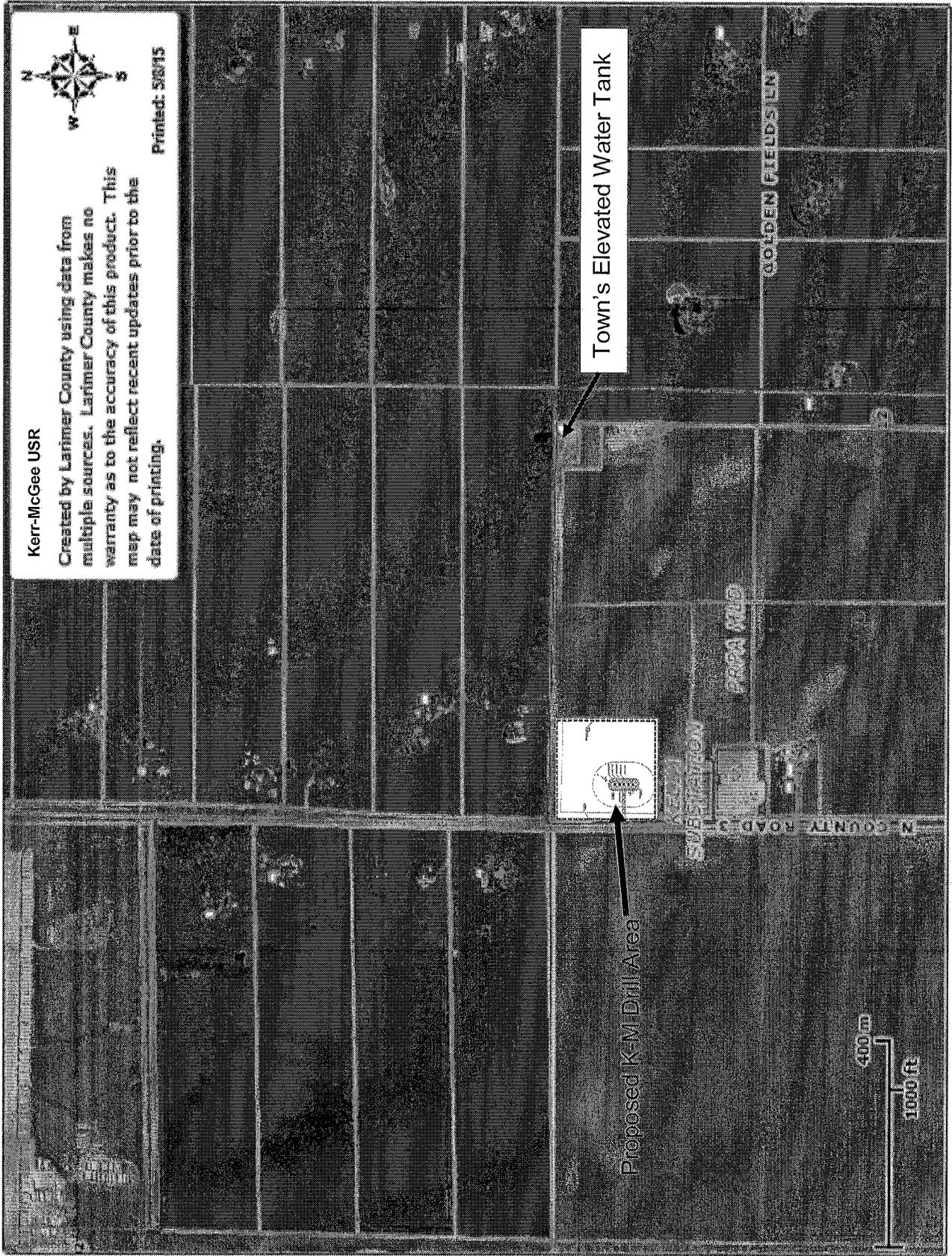
Printed: 5/8/15



Town's Elevated Water Tank

Proposed K-M Drill Area

400 m  
1000 ft



**PROPOSED**  
**SCREENING PLAN**



**PLANNING AND ZONING  
COMMISSION**

**SUMMARY MINUTES**

**SUMMARY MINUTES  
PLANNING & ZONING COMMISSION  
WEDNESDAY, APRIL 8, 2015  
COUNCIL CHAMBERS  
450 S. PARISH AVE.**

1. **CALL TO ORDER:** *Vice Chair Dowling called the meeting to order at 7:00 p.m.*
2. **ROLL CALL:** *Present were Commissioners Terasa, Dowling, Kingsolver, Eady and Tepper. Absent were Commissioners Montez and Longdo.*
3. **PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA:** *None*
4. **PUBLIC HEARING:**

**A. Use by Special Review for Oil and Gas Exploration – Miracle/Encore PUD**

**(Kerr-McGee Onshore LLP):** *Chair Dowling opened the public hearing at 7:03 p.m. Town Planner Franklin introduced the item and presented the staff recommendation. Patty Varra of Kerr-McGee presented the application and answered questions.*

*Commissioner questions:*

- *Has the State approved the application? (Yes)*
- *The access road will be just north of the Xcel substation? (Yes)*

*Public Comments:*

*Steve and Gayle Shink, 3077 LCR 3: They live northwest of the drilling site, and questioned whether the drilling would be adequately screened (hay bales); if traffic was going south or north? (primarily to the south); whether finished wells would have pumpjacks? (No)*

*Vice Chair Dowling closed the hearing at 7:35 p.m. Motion by Commissioner Tepper, seconded by Commissioner Kingsolver to recommend approval of the application with the following conditions:*

1. *The operator agrees shall comply with Town and State regulations, including obtaining a building permit and payment of applicable use tax for permanent improvements.*
2. *The operator shall apply for and receive an access permit from the Town prior to constructing the new access road to High Plains Blvd. The operator shall ensure that the existing gravel road surface of LCR 3 is maintained, including operation-related repairs, as directed by the Town.*
3. *The operator shall provide noise and visual screening acceptable to the Town during drilling, fracking and completion operations.*
4. *Given the uncertainty of the timing of future planned residential development surrounding the well and battery sites, the operator shall provide for adequate and attractive visual screening of the wells from public roads. A landscaped earthen berm matching the well height but no less than 8' is recommended.*
5. *The operator shall call for utility locates prior to subgrade work.*

*Unanimous.*

**5. NEW BUSINESS:**

**A. Approval of Minutes of February 25, 2015:** *Motion by Commissioner Kingsolver, seconded by Commissioner Terasa to approve the minutes as presented. Unanimous*

**B. Referrals:** *None.*

**6. STAFF REPORT:** *Town Planner Franklin briefly discussed the following:*

**A. Recent Town Council Actions**

**B. Applications in Review**

**C. Project and Program Updates**

**7. COMMISSIONERS' ITEMS:** *Vice Chair Dowling discussed the Commissioners Orientation seminar hosted by Fort Lupton and DOLA.*

**8. ADJOURN:** *Vice Chair Dowling adjourned the meeting at 7:45 p.m.*

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*Respectfully submitted by John Franklin, Town Planner as Secretary to the Commission.*

**STAFF REPORT  
TO  
PLANNING AND ZONING  
COMMISSION**

## **MEMORANDUM**

**TO:** Johnstown Planning and Zoning Commission  
**FROM:** John Franklin, AICP, Town Planner  
**DATE:** For April 8, 2015  
**SUBJECT:** Use by Special Review for Oil and Gas Exploration on the Miracle on 34 (Encore) PUD - Kerr-McGee Oil & Gas Onshore LP

### **PROPERTY DATA:**

**Applicant:** Kerr-McGee Oil & Gas Onshore LP  
**Owner(s):** North Timnath Properties, LLC (wells) Miracle on 34 LLC (production facility)  
**Location:** Drilling Area is generally 4700' north of US Hwy 34 and 250' east of High Plains Blvd. (Larimer County Road 3)  
**Drilling Area:** Approximately 10 acres  
**Current Zoning/Land Use(s):** Miracle on 34 (Encore) PUD-MU/agriculture  
**Surrounding Zoning/Land Uses within One-Half Mile of Drilling Area:**  
North: PUD-MU/agriculture  
South: PUD-MU/Kelim Substation (Xcel), Airport Substation (Loveland)  
East: PUD – MU/Agriculture  
West: High Plains Blvd. City of Loveland, agriculture

**Comprehensive Plan Designation:** Residential

### **Summary of Request:**

**General Description:** The operator, Kerr-McGee proposes to develop five new horizontal wells within a single drilling site located near High Plains Blvd. Ker-McGee is also expanding production equipment within the previously approved site immediately south of the Town's water storage tank. No new production facilities are proposed. The property is planned for residential, but is currently in agriculture.

**Attachments:** Application materials, maps.

**Nearby Residential Development:** Eight homes on estate lots – 7 to the north - are located within one-half mile of the proposed drilling area. The nearest home is approximately 700' from the drilling area.

**Required well and production facility location and setbacks/separations:** The proposed wells are located more than the minimum 500' from existing occupied buildings. The production facility is located more than the minimum 100' from public rights of way.

**Floodplain:** The proposed well and existing production facility sites are not in or near a floodplain or floodway.

**Hydraulic Fracturing Process:** The operator anticipates using a hydraulic fracturing process ('fracking') after drilling to open the formation for extraction.

**Disposal of drilling and production waste:** The operator will not dispose of any fluids at the site.

**Access.** Access to the site is by way of High Plains Blvd. (LCR3), a gravel road. New access is subject to Town approval. The Town will require the operator to maintain the road in its current condition and make any repairs related to the drilling operation.

**Noise Mitigation.** The nearest residence is approximately 700' northeast of the drilling area. During drilling and fracking the site will need to be fully screened.

**Visual Impacts/screening:** The wells will have less of a visual impact from High Plains Blvd. and nearby homes, but will still need to be screened.

**Municipal Code Provisions are included with packet.**

**Crucial Referral Responses:** There are no crucial referrals which require agreements or other attention.

**Applicant Response:** The applicant has worked with staff to submit information as requested.

**Technical Analysis:**

There are seven residential dwellings within one-half mile of the drilling area. The drilling area lies within a planned residential area.

In accordance with the Town's regulations, the following criteria were evaluated:

(1) *Whether the special use will be consistent with the Town's current comprehensive plan:*

The application is not inconsistent with the Comprehensive Plan in that the Plan does not account for relatively small areas of use and temporary uses. The overall property is designated for commercial use.

(2) *Whether the special use will be compatible with existing conforming surrounding and probable future land uses:*

The property is zoned Miracle on 34 PUD-MU and is presently is vacant. The property is expected to develop as single-family near the well area. The site will need to be integrated by future

developers into future development plans and appropriately buffered against development (landscaped earth berms).

(3) *Whether the special use will cause an unreasonable demand on Town services.* The drilling and production operations do not typically require Town services:

(4) *Whether the special use will unreasonably and adversely affect traffic flow and parking in the surrounding area:* High Plains Blvd. (LCR 3) is a gravel road maintained by the Town and the City of Loveland and is experiencing increasing traffic levels. After the drilling is completed the production-related traffic in and out of the site is expected to remain at low levels. Future access may be by way of a driveway or internal local or collector public street required for development.

(5) *Whether the public welfare requires approval of the special use:* Town policy encourages owners/developers to centralize oil and gas well development and place in private open space areas at least 150' (wells) and 200' (tanks) from residential lots. In this case, the future developer of the surrounding property will need to provide for separation and satisfactory screening of the wells.

**Staff Recommendation:** Based upon the above Staff recommends approval of the Use by Special Review based upon the written application and site plan materials as submitted, with conditions as follows:

1. The operator agrees shall comply with Town and State regulations, including obtaining a building permit and payment of applicable use tax for permanent improvements.
2. The operator shall apply for and receive an access permit from the Town prior to constructing the new access road to High Plains Blvd. The operator shall ensure that the existing gravel road surface of LCR 3 is maintained, including operation-related repairs, as directed by the Town.
3. The operator shall provide noise and visual screening acceptable to the Town during drilling, fracking and completion operations.
4. Given the uncertainty of the timing of future planned residential development surrounding the well and battery sites, the operator shall provide for adequate and attractive visual screening of the wells from public roads. A landscaped earthen berm matching the well height but no less than 8' is recommended.
5. The operator shall call for utility locates prior to subgrade work.

**Planning Commission Action:**

1. If the Commission desires to recommend approval:

“I move that the Commission recommend approval of the Use by Special Review for Oil and Gas Exploration – Miracle on 34 PUD as requested by Kerr-McGee Oil & Gas Onshore LP”

Or,

2. If the Commission desires to recommend approval with conditions:

“I move that the Commission recommend approval of the Use by Special Review for Oil and Gas Exploration – Miracle on 34 PUD as requested by Kerr-McGee Oil & Gas Onshore LP with the following condition(s):

- a. \_\_\_\_\_

b. \_\_\_\_\_  
etc. “

Or,

3. If the Commission desires to recommend denial:

“I move that the Commission recommend denial of the Use by Special Review for Oil and Gas Exploration – Miracle on 34 PUD as requested by Kerr-McGee Oil & Gas Onshore LP for the following reasons:

a. \_\_\_\_\_  
b. \_\_\_\_\_  
etc. “

# APPLICATION

Town of

# Johnstown

450 S. Parish Ave. Johnstown, CO 80534  
Ph: 970-587-4664 Fax: 970-587-0141

## COMMUNITY DEVELOPMENT APPLICATION

Date: January 19, 2015

Project Name: Encore Oil and Gas Wells

Application is for:  Annexation  Zoning  Subdivision  USR  Cond. Use  Other: Constructing 5 Oil and Gas Wells

Landowner-Operator: Kerr McGee Oil and GAS Onshore LP

Address: 1099 18<sup>th</sup> Street Denver, CO 80202

Telephone: 720-929-6000

Authorized Applicant/Representative: \_\_\_\_\_

Address: 1099 18<sup>th</sup> Street Denver, CO 80202

Telephone: 720-929-6321; Fax Number: 720-929-7321; E-Mail: patty.varra@anadarko.com

### Landowner Authorization:

The undersigned affirms ownership of the property pertaining to this application, and hereby applies to the Town of Johnstown, Colorado for the above indicated development review process, and authorizes the individual or company stated as "authorized representative" to represent me/us in all aspects of said process.

[Signature]  
Signature of Operator *PV*

STATE OF COLORADO     )  
  )ss  
COUNTY OF                    )

The foregoing application was subscribed and sworn to before me this 16 day of January, A.D., 2015, by Mike Nixon.

Witness my hand and official seal.

My commission expires: 4-20-17

[Signature]  
Notary Public

**PATRICIA J. VARRA**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20014010425  
MY COMMISSION EXPIRES 04/20/2017



**Kerr-McGee Oil & Gas OnShore LP**  
A subsidiary of Anadarko Petroleum Corporation  
1099 18<sup>th</sup> Street  
Denver, CO 80202  
(720) 929-6000

January 20, 2015

Town of Johnstown Planning and Zoning  
Mr. John Franklin, Town Planner  
450 Parish Avenue  
Johnstown, CO 80534

Re: **Application for Oil and Gas Special Use Permit**  
Encore Oil and Gas Wells  
Township 5 North, Range 68 West, 6<sup>th</sup> P.M.  
Section 12  
Larimer County, Colorado

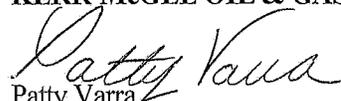
Dear John:

Enclosed please find all of the necessary documents and fees for an official submittal of Kerr-McGee Oil & Gas Onshore LP's (an Anadarko company) Use by Special Review (USR) Permit Application to drill the above referenced wells within Johnstown's town limits.

Please note that our application is missing approved COGCC permits to drill; we expect to receive the approved permits late 2<sup>nd</sup> quarter 2015 and will forward them as an attachment to our application. In addition, I have included in our application the letter and Fire Plan that was forwarded to the Loveland Fire Rescue District on December 18, 2014.

At your earliest convenience, please review the above referenced Application and let me know of any needed revisions or corrections. KMG respectfully requests to be scheduled at the earliest possible Public Hearing and Board of Trustee's Hearing for approval of this Special Review Permit. I look forward to hearing from you and should you require further information, do not hesitate to contact me at 720-929-6321 or by e-mail at [patty.varra@anadarko.com](mailto:patty.varra@anadarko.com).

Sincerely,  
**KERR-McGEE OIL & GAS ONSHORE LP**

  
Patty Varra  
Municipal Planning Analyst

Enclosures:  
Community Development Application  
Cost Agreement with Exhibit B  
Check in the amount of \$5000.00  
USR Information Packet  
8 – 11x17 copies of Site Plan  
1 – 24x36 copy of Site Plan  
Digital CD of Information Packet  
Fire Plan – Sent to Loveland Fire Rescue 12/18/2014

## 1. Narrative

### 1.1 DESCRIPTION OF INTENDED USE

Kerr-McGee Oil & Gas Onshore LP (KMG), an Anadarko company, intends to horizontally drill five (5) oil and gas wells. The proposed wells will be known as the well names listed in Section 1.2 table. The desired outcome of this application is to permit the wells to all formations. The purpose of the wells is to produce hydrocarbons from underlying formations known to have commercial potential from the production of such substances.

### 1.2 SITE IMPROVEMENTS

KMG shall construct an operations area of approximately ten acres for the drill and completions pad. The existing tank battery will be expanded to accommodate the addition of these five wells. KMG shall construct an operations area of approximately five acres for the tank battery construction. This space will be utilized for the purpose of drilling the wells to sufficient depths and to adequately test the formations:

Well Names
Encore 26N-12HZ
Encore 1C-12HZ
Encore 41N-12HZ
Encore 8C-12HZ
Encore 40N-12HZ

A Vicinity/Site Plan is included with this Application for further use and review (See Maps).

After the Wells have been drilled to their total depths and completed as wells capable of production, KMG will reclaim the drill site. The reclamation will be in accordance with the applicable rules and regulations of the Colorado Oil and Gas Conservation Commission (COGCC). If any of the wells are not capable of production, that specific well (or wells) will be plugged and abandoned as a dry hole and the same reclamation of the site will apply.

If the Wells are completed as producers, each well head location will encompass a fenced and gated area approximately one acre.

The fences will be constructed of acceptable material to KMG and the Town of Johnstown requirements. Flowlines will be laid to connect these wells to the production facilities located in Section 12, Township 5 North, Range 68 West, 6<sup>th</sup> P.M.

### 1.3 CHARACTERISTICS OF INSTALLATION

These wells will have a wellhead assembly installed on site as well as production facilities including but not limited to tank batteries, separators, meter houses, emissions control devices and/or vapor recovery units. Pumping units may be installed should pressure within the wells necessitate their use.

### 1.4 CHARACTERISTICS OF DRILLING AND COMPLETION OPERATIONS

KMG management will utilize authorized employees and professional contractors to conduct the drilling and completion operations on site. Prior to the production rig moving in, we may move in a conductor rig to set conductors and then we move in a surface or spudder rig to preset the surface casing, this phase may take 1.5 days per well(7-8 days). The actual drilling phase is approximately

ten (15) days per well, under normal circumstances. Drilling will be continuous, 24 hours a day, for this period. Completion operations will be performed on each well following the drilling phase. The production facilities will be installed and the wells put on-line. The surface will be re-graded to its prior condition as nearly as practicable. The entire process from building location to reclamation will take approximately 3-4 months for this pad.

### **1.5 CHARACTERISTICS OF MAINTENANCE**

A lease operator will inspect the wells on a regular basis under normal conditions and as required by any special circumstances under the supervision of the KMG Area Manager.

### **1.6 DISPOSAL METHODS STATEMENT**

- Drilling mud will be spread on lands outside of the town limits in a manner approved by the COGCC or taken to a commercial disposal.
- A commercial size trash bin for removing debris will be located on site. This bin will be for use by all parties affiliated with the operation.
- Human waste will be properly handled by portable sanitary facilities located on site. KMG will contract a sanitary service company to provide and maintain the self-contained sanitary facilities throughout the oil and gas operation.
- Produced water will be disposed of off-site as approved by the COGCC.

### **1.7 RELATIVE PLANS**

- Noise: KMG will meet all applicable noise requirements set forth by COGCC regulations during operations. Sound mitigation barriers will be placed along the north and west sides of the drilling pad location to visually screen and dampen noise during drilling and completions. Exhaust from all engines, motors and related equipment, shall be vented in a direction away from occupied buildings where practical
- Vibration: KMG will meet all applicable vibration requirements set forth by COGCC regulations during operations. There is not any unusual vibration anticipated from the proposed operation.
- Air and Water Quality: KMG will meet all applicable air and water quality requirements set forth by COGCC regulations during operations. KMG will comply with the Colorado Department of Public Health and Environment regulations by filing an Air Pollution Emissions Notice (A.P.E.N.), along with any other additional required application data. If production volumes exceed required thresholds, KMG will install emissions control devices as warranted to obtain required reductions of ozone precursors. The COGCC sets forth specific requirements for casing depth in order to protect ground water sources.
- Odor: KMG will meet all applicable odor requirements set forth by COGCC regulations during operations. There is not any noxious, prolonged or unusually high amounts of odor expected from the proposed operation.
- Dust: A tracking pad will be placed at the access road entrance to mitigate mud and dust on County Road 3. Water will be placed on dirt access roads to mitigate dust as needed. If feasible, magnesium chloride will also be used on access roads to further abate dust.
- Lighting: Drilling and completion operations lights will be shielded and redirected whenever possible to minimize disturbance to existing structures and public roadways.
- Visual Impacts: KMG will meet all applicable visual impact requirements set forth by COGCC regulations during operations. Appropriate mitigation will be chosen and used

along the north and west sides of the drilling pad location to visually screen and dampen noise during drilling and completions. The permanent facilities will be painted in accordance with COGCC regulations and in a manner to harmoniously blend with the surrounding environment. The site will be reclaimed to as near the original grades as practicable.

- **Environmental Impacts:** A representative of KMG's Environmental Group will perform a site inspection to clear the location for environmental issues (including wildlife and wetlands) prior to site construction activities. KMG will comply with all applicable wildlife and wetland regulatory requirements. Impacts to regulated wildlife species and jurisdictional wetlands are not expected.
- **Waste:** Please refer to section above, 1.6 – Disposal Methods Statement.
- **Public Safety:** The completed well sites will be surrounded with a 6-foot chain-link fence and gate with adequate lock. KMG personnel will monitor the well sites regularly upon completion of the wells. Authorized representatives and/or KMG personnel shall be on-site during drilling and completion operations. A copy of an Emergency Response Plan is included with this application (See Emergency Response and Fire Protection Plan).
- **Access Road:** KMG will utilize the lease access road from CR 3 for drilling operations and maintenance equipment. The road will be properly engineered and graded, culverts and bridges shall be utilized where necessary. For access to the production facility KMG will construct an access road from CR 3 north of the wellhead access road.

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## Operator Information

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## **2. Operator Information**

### **2.1 OPERATOR IDENTIFICATION**

Kerr-McGee Oil & Gas Onshore LP  
(An Anadarko company)  
1099 18<sup>th</sup> Street  
Denver, Colorado 80202  
Tel: (720) 929-6000  
Fax: (720) 929-7297  
Contact: Matthew Miller

Kerr-McGee Oil & Gas Onshore LP (KMG), an Anadarko Company, is a fully insured and bonded oil and gas operator, organized as a Delaware Limited Partnership and authorized to do business in the State of Colorado as Kerr-McGee Oil & Gas Onshore LP. All insurance and bonds held by KMG meet the requirements as set forth in the rules and regulations as adopted by the Colorado Oil and Gas Conservation Commission.

### **2.2 SURFACE OWNER**

Clyde and Janice Hemberger  
2490 N. County Road 3  
Loveland, CO 80538

### **2.3 ADJACENT SURFACE OWNERS**

Within ½ mile (2,640-feet) of the proposed well heads and production facilities:

(See Chart on next page)

### **2.4 SUBDIVISIONS**

There are no subdivisions located within 2,640 feet.

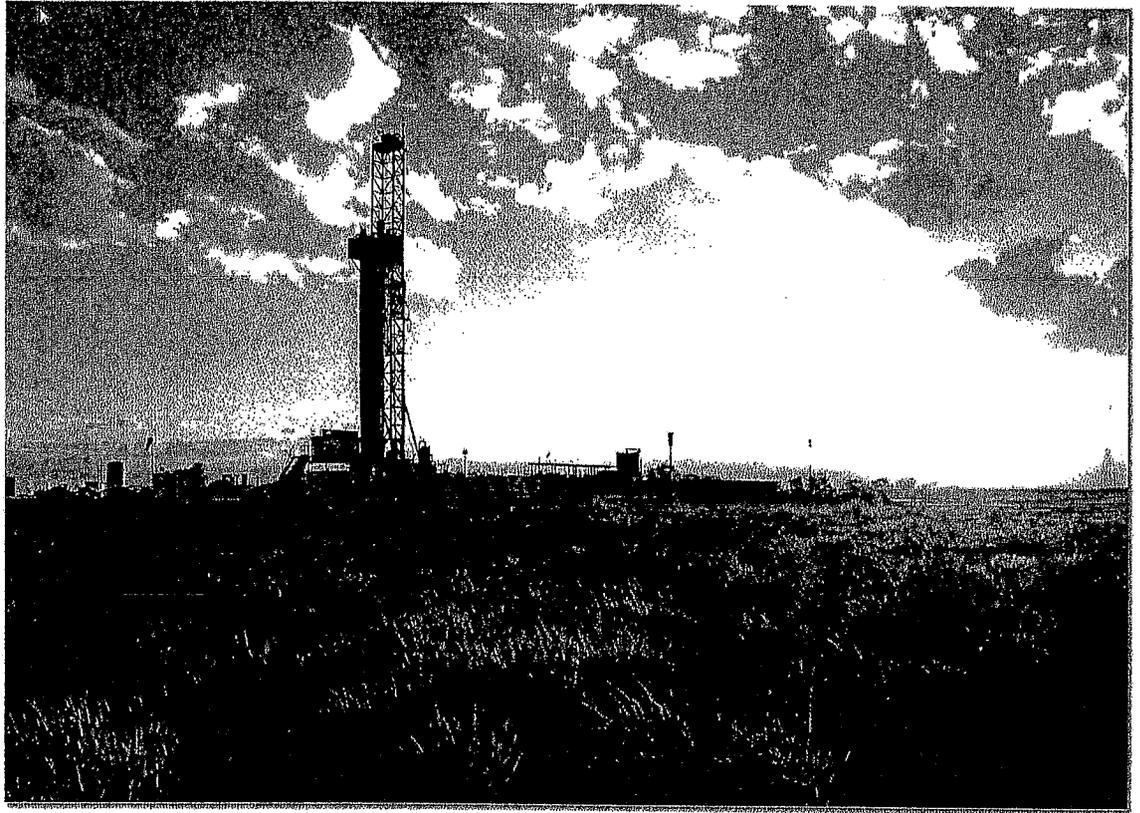
### **2.5 SURFACE USE AGREEMENT**

Included herein is a copy of the fully executed Surface Use Agreement (SUA) with exhibits

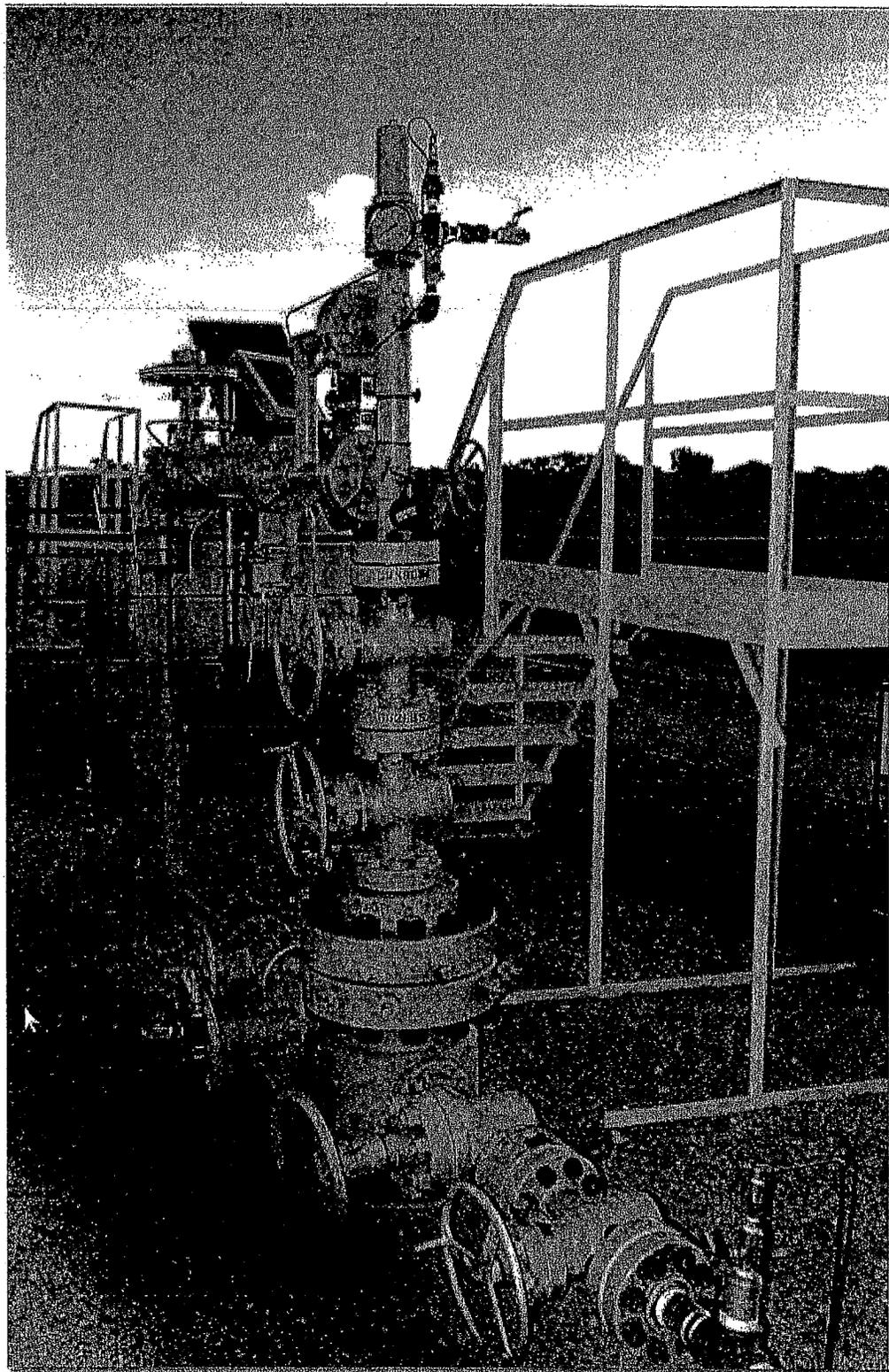
**Title Document**

## 6. Graphics

### 6.1 TYPICAL DRILLING RIG



6.2 TYPICAL WELLHEAD

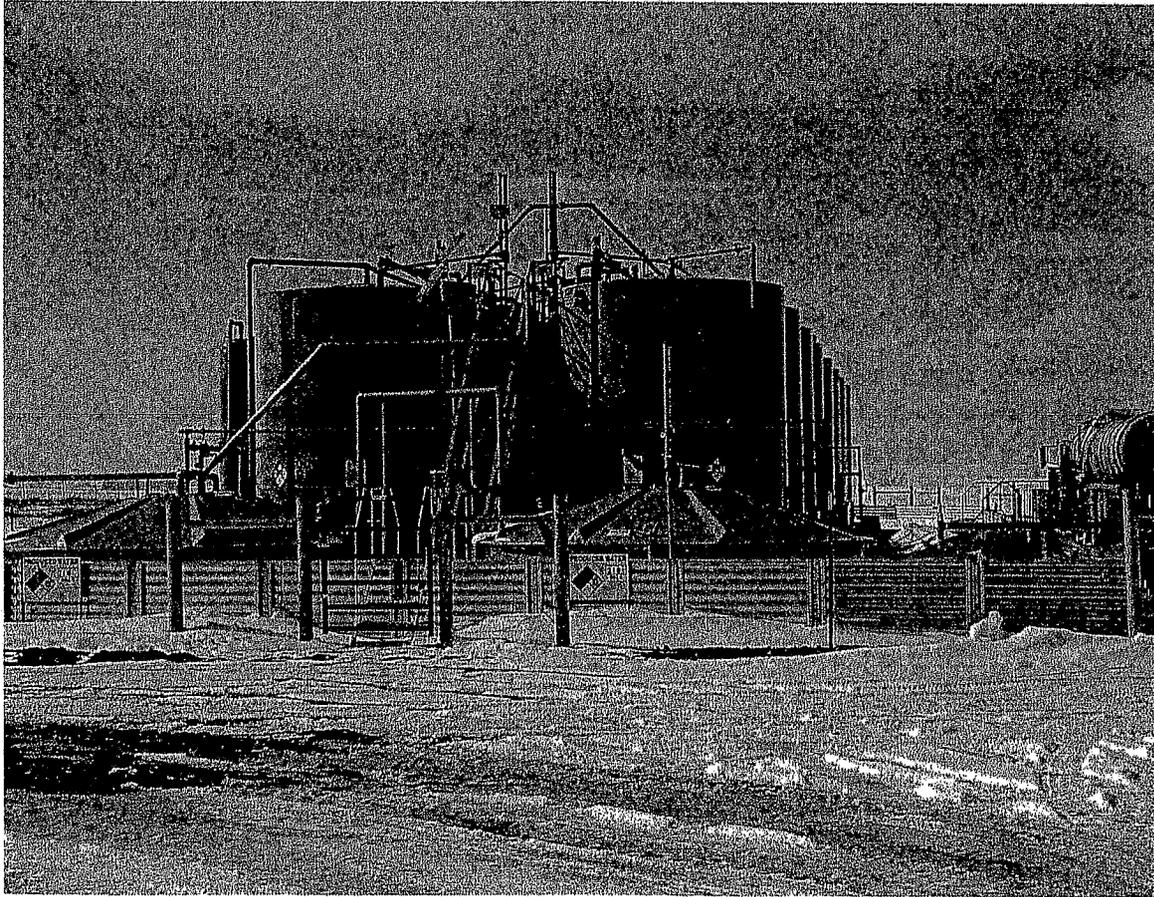


Encore Wells  
T5N-R68W-Section 12: NW4NW4  
Town of Johnstown, Larimer County, Colorado

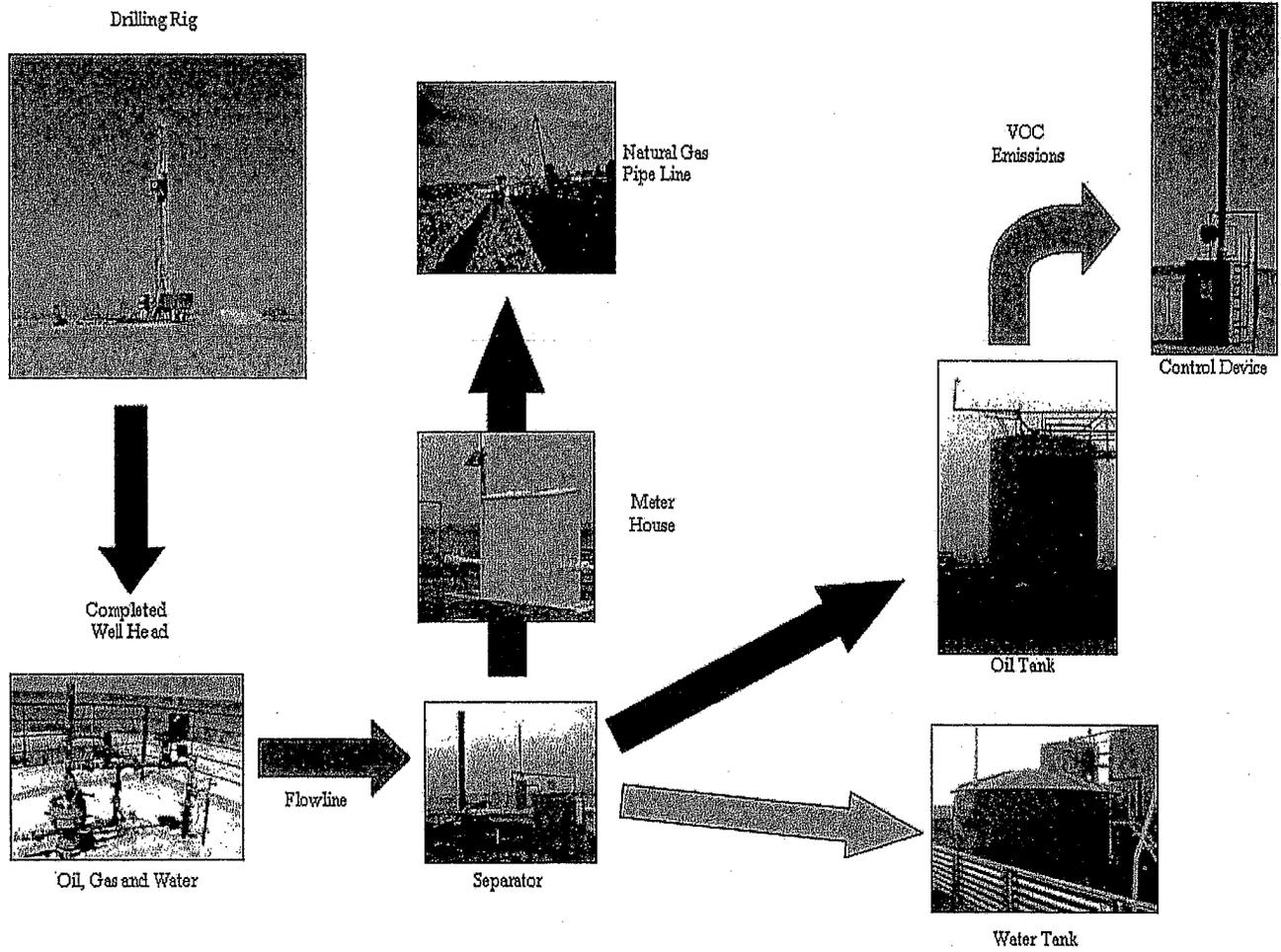
6.3 TYPICAL SEPARATOR AND METER HOUSE



6.4 TYPICAL TANK BATTERY



6.5 TYPICAL FLOW DIAGRAM



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# Emergency Response & Fire Protection Plan

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## 7. Emergency Response & Fire Protection Plan

### 7.1 EMERGENCY RESPONSE & FIRE PROTECTION PLAN

#### 7.1.1 Scope

Kerr-McGee Oil & Gas OnShore LP (KMG), an Anadarko Company, has prepared this Emergency Response and Fire Protection Plan (the Plan). The Plan has been put together to address potential emergency response issues associated with the drilling, completion, and production of oil and gas wells. KMG plans to drill the following wells in 2015, within the Town of Johnstown, Colorado and within the boundaries of Loveland Rural fire Protection District

#### 7.1.2 Regulatory Requirements

The Plan has been prepared to comply with the land use regulations of the Town of Johnstown. Incorporated in the Plan are Best Management Practices and safety, health, fire prevention, and environmental requirements outlined in the rules of the Colorado Oil and Gas Conservation Commission (COGCC).

#### 7.1.3 Location of Wells

The well sites will be located in the NW ¼ NW ¼ of Section 12, Township 5 North, Range 68 West. The well names, locations, and directions necessary for access by emergency responders are presented below. The wells and tank battery locations are shown on the Fire Access Route Map included as Attachment 1.

Well Names	Location	Directions
Encore 26N-12HZ Encore 1C-12HZ Encore 41N-12HZ Encore 8C-12HZ Encore 40N-12HZ	Parcel # 8512205702 T5N-R68W Section 12: NW1/4,NW1/4 North County Road 3. Johnstown	From the intersection of I-25 and E. Eisenhower Blvd. proceed east turning left (north) on County Road (CR) 3, proceed to the lease access road turning right (east) to the well head.  To reach the Production Facility from E. Eisenhower Blvd. proceed east turning left (north) onto CR 1, proceed to the lease access road and turn left (west) to the Production Facilities.

#### 7.1.4 Emergency Response

All drilling, completion, and production activities will be performed by KMG and its contractors. This process will be carried out in a manner that is protective of public health, safety, welfare, and the environment, to minimize the potential need for emergency response activities. In the event of fire, injury, spill or release of hazardous materials, or any other incident requiring an emergency response, the following contacts will be made:

Incident	Contact	Phone Number	Comments
Fire, explosion, serious injury	Loveland Fire Rescue Authority	911 or 970-962-2800	If there is any sort of emergency at the facility, employees will be instructed to call 911
	Johnstown Police Department	911 or (970) 587-5555	
	COGCC	(303) 894-2100	

<b>Fire, explosion, associated with loss of well control</b>	Loveland Fire Rescue Authority	911 or 970-962-2800	If there is any sort of emergency at the facility, employees will be instructed to call 911
	Johnstown Police Department	911 or (970) 587-5555	
	COGCC	(303) 894-2100	
	Wild Well Control, Inc.	(281) 353-5481	Commercial well control contractor.
<b>Spill or release</b>	COGCC	(303) 894-2100	Reporting required for spills of crude oil, produced water, or E&P waste exceeding 5 bbl or all spills that impact surface or ground water.
	Loveland Fire Rescue Authority	911 or (970) 667-5310	Reporting required for spills impacting surface water or for reportable quantity spills of CERCLA hazardous substances.
	Colorado Department of Public Health and Environment	(800) 886-7689	Reporting required for spills impacting surface water or for reportable quantity spills of CERCLA hazardous substances.
	US EPA	(800) 227-8917	Reporting required for spills impacting surface water or for reportable quantity spills of CERCLA hazardous substances.
	National Response Center	(800) 424-8802	Reporting required for spills impacting surface water or for reportable quantity spills of CERCLA hazardous substances.
<b>KMG Contacts</b>	Moe Felman, Drilling Operations Manager	(720) 929-7868 o (303) 585-1309 m	Drilling and completion operations.
	Anadarko/Kerr McGee Integrated Operations Center	(866) 504-8184 (970) 339-1020	24/7 Emergency Response Number
	Keith Kilcrease, Production Supervisor	(970) 506-5926 o (970) 590-6280 m	Drilling, completion, and production operations.
	Phil Hamlin, Sr. Staff HSE Representative	(970) 515-1161 o (707) 478-8029 m	Drilling, completion, and production operations.
	Nick Schoville, General Manager, Completions	(720) 929-6938 o (281) 475-7804 m	Drilling, completion, and production operations.
	David Ziegler, Western Area Production Supervisor	(970) 506-5884 o (970) 301-1548 m	Drilling, completion, and production operations.
	Lynna Scranton HSE Staff Representative	(970) 929-6317 (303) 906-1711	Drilling, completion, and production operations.

### 7.1.5 Emergency Response Contact List

Emergency response personnel will have unrestricted access to all KMG wells and production facilities.

### 7.1.6 Spill/Release Response

All KMG and contractor activities will be operated in a manner that prevents spills and releases of crude oil, natural gas, produced water, and other wastes to the environment and will comply with federal and state spill response/reporting requirements. KMG employs a formal spill response and

reporting guidelines for responding to and reporting spills. All KMG field employees are provided with annual spill response training. In addition, all tank batteries comply with federal and State Spill Prevention Control and Countermeasure (SPCC) requirements.

If a spill or release were to occur, field personnel are instructed to:

- Assess immediate danger or threat to health, safety, and welfare and contact emergency responders, if appropriate;
- Locate and stop the source of the spill, if safe to do so;
- Report the spill to the field supervisor or area manager and arrange for additional response support, including contract support;
- Take whatever steps are necessary to prevent the spill from impacting surface water, public health, safety, and welfare; and,
- Report to the spill to a KMG Environmental representative, who will coordinate follow-up spill clean-up and environmental assessment activities and who will report the incident to appropriate authorities.

#### **7.1.7 Safety and Fire Prevention Guidelines**

KMG and its contractors will employ best management practices during the drilling and production of its wells and facilities and will comply with appropriate COGCC rules concerning safety and fire.

- Employees will be familiar with the COGCC rules and regulations concerning safety and fire prevention as they apply to their specific job duties;
- All facilities will be visited daily by KMG field personnel. Unsafe or potentially unsafe conditions will be reported immediately to the field supervisor, Area Manager, or Safety representative;
- Accidents that result in significant injury or property damage will be reported to the COGCC within 24 hours;
- KMG and its contractors will cooperate fully with local and state emergency responders;
- Vehicles not involved in drilling, production, or well servicing operations will be kept at least 100 feet from the well bore, or a distance equal to the height of the drilling derrick, whichever is greater;
- Appropriate weed abatement measures will be taken prior to and during drilling, workover, and production operations to minimize fire danger;
- The drilling rig shall be positioned a distance of 150 feet or one and one-half times the height of the rig derrick, whichever is greater, from any occupied building, public road, major above ground utility line, or railroad;
- During well drilling and well servicing operations, a safety valve with connections suitable for use with each size and type of tool joint or coupling being used will be present on the rig floor;
- The drilling rig substructure, derrick, or mast will be designed and operated to prevent the accumulation of static charge;
- Prior to well servicing operations, the well's pressure will be checked and appropriate steps taken to remove pressure or operate safely under pressure before beginning servicing operations;

- Appropriate blowout prevention equipment (BOPs) will be utilized during well drilling, completion, workover, or servicing activities, as required by COGCC Rule 317, and in accordance with American Petroleum Institute (API) RP 53: Recommended Practices for Blowout Prevention Equipment Systems, as amended;
- BOP equipment will be inspected daily and a preventer operating test shall be performed on each round trip (not to exceed more than once per 24 hour period). Notes of the tests shall be made on the daily report;
- All fittings, valves, and unions connected to the BOP, well casing, casinghead, drill pipe, or tubing will have a working pressure rating suitable for the maximum anticipated surface pressure and will be maintained in good working order;
- The BOP will contain pipe rams to enable closure of the pipe being used and the choke lines and kill lines will be anchored or secured;
- All rig employees shall have an adequate understanding to operate the BOP system;
- The drilling contractor will place a sign or marker at the intersection of WCR 8 and the lease access road that will include emergency contact telephone numbers;
- The WCR numbers used to access the rig and appropriate emergency response numbers will be posted on the drilling rig;
- All wells and tank batteries will be kept free of weeds, debris, surplus equipment, and surplus vehicles;
- Above ground storage tanks (ASTs) for storage of crude oil and hydrocarbon condensate will be constructed of materials compatible with the materials stored in accordance with appropriate API and Underwriters Laboratories, Inc, standards; as required by COGCC rule 605a.
- ASTs will be located at least two tank diameters or 35 feet , whichever is smaller, from property boundaries;
- ASTs will be located at least one-sixth the sum of their diameters apart;
- ASTs will be located at least 200 feet from residences, normally occupied buildings, or well defined normally occupied outside areas;
- Earthen berms or a metal firewall sufficient to contain the contents of the largest AST will be constructed and maintained at each tank battery, and no ignition source will be located within the berm/firewall;
- ASTs will be located at least 75 feet from the wellhead, any fired vessel, or other ignition source;
- Hatches on all ASTs will be kept closed when not in use;
- All fired vessels will be located at least 75 feet from the wellhead;
- Production facilities will be fenced to prevent access from the public. KMG will comply with the IFC 2006 Fire Codes that require additional labeling of the tanks and storage areas. And will be labeled in accordance with COGCC rule 605a (12). The required information will be either placards on the storage tanks and containers, or signage at the facility. Location signs will be posted and maintained identifying the wells, KMG as the operator, emergency contact telephone members, and directions to the facility;
- All valves, pipes, and fittings will be securely fastened and inspected at regular intervals to ensure they are maintained in good working order;

- Smoking will be prohibited in the vicinity of any fire hazard and signs will be posted to state "No Smoking or Open Flame";
- No source of ignition will be permitted within the "No Smoking" area unless it is determined by Environmental Affairs safe to do so;
- Adequate fire extinguishers will be carried in every field vehicle, plainly labeled as to their type and method of operation, and field personnel will be trained in their use; and,
- Fire protection equipment will be inspected regularly and maintained in good working order, in accordance with NFPA 10 requirements.

#### **7.1.8 Safety Data Sheets (SDS)**

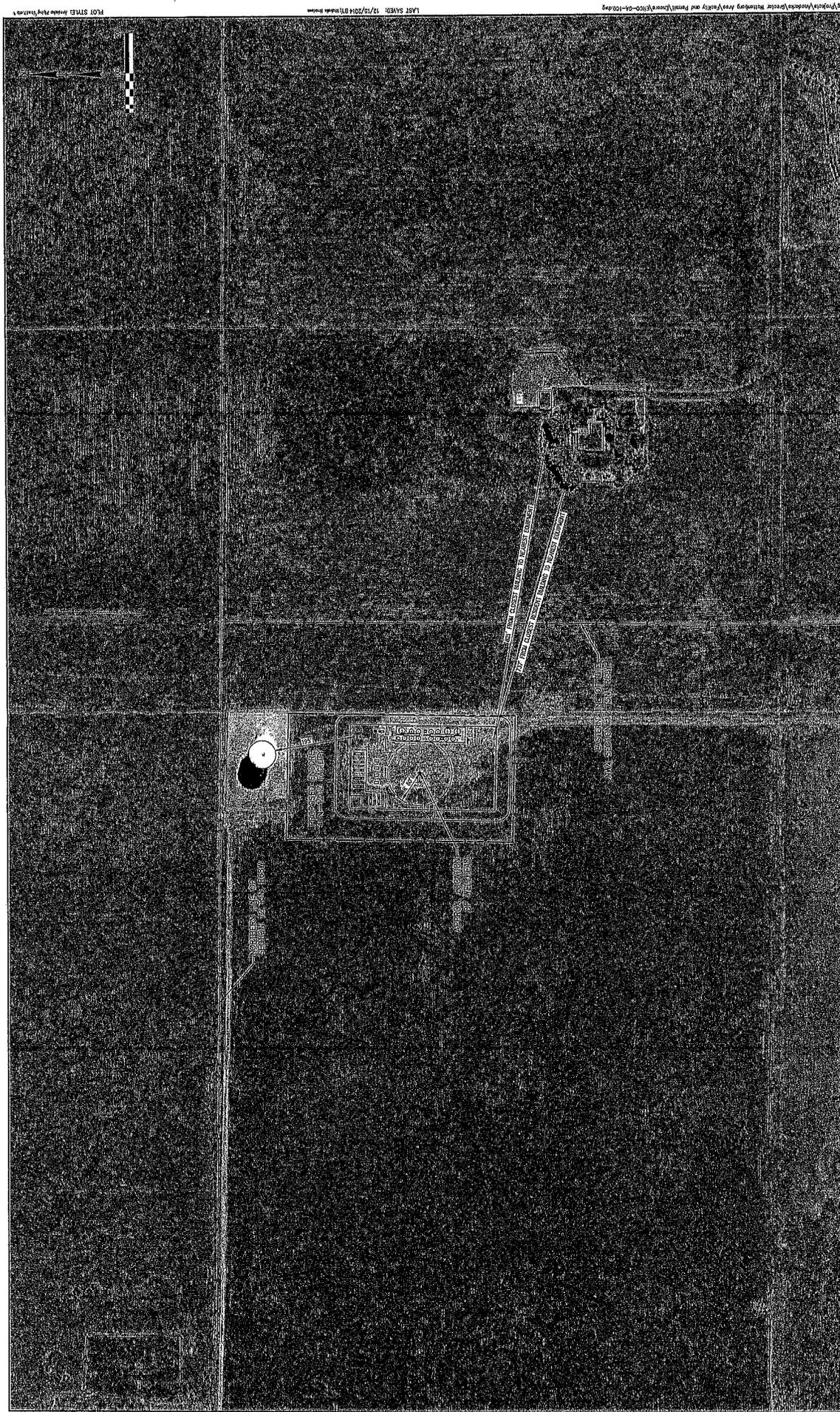
Safety Data Sheets (SDS) for hazardous materials used during the drilling, completion, and production processes are available to emergency responders and emergency response agencies upon request. This includes crude oil, hydrocarbon condensate, and produced water stored at the ASTs. Please contact the Integrated Operations Center (IOC) at (970) 339-1020 for copies of the SDS.

**Attachment 1 - Well Locations and Access Map**









**GREATER WATTENBERG AREA**  
**ENCORE 41N-12HZ**  
**AREA PLAN**

DATE: 12/15/2014  
 DRAWN BY: [Name]  
 APPROVED: [Signature]  
 SCALE: AS SHOWN

**ENCO-GA-100**

**Anadarko**  
 Petroleum Corporation

**PIPELINE STRATEGIES & INTEGRITY**

NO.	DESCRIPTION	DATE	BY	CHKD.	APP.
1	ISSUED FOR PERMIT	12/15/2014	[Name]	[Name]	[Name]

THIS DRAWING AND THE DESIGN IT CONTAINS ARE THE PROPERTY OF ANADARKO PETROLEUM CORPORATION AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

DATE: 12/15/2014  
 DRAWN BY: [Name]  
 APPROVED: [Signature]  
 SCALE: AS SHOWN



# **REFERRAL COMMENTS**

March 4, 2015

Patty Varra, Municipal Planning Analyst  
Kerr-McGee Oil & Gas OnShore LP  
1099 18<sup>th</sup> Street  
Denver, CO 80202

Re: USR Application - Encore Oil and Gas Wells

Patty,

The referral and review process has concluded. The City of Loveland and Xcel are evaluating the potential impacts of the proposed wells and fracking operations on their electrical substations. I have sent the full application packet to them, and will forward any additional comments.

Town review has resulted in the following comments/recommendations for the Planning and Zoning Commission:

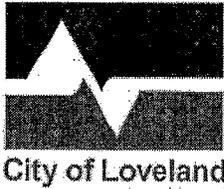
1. Comply with Town and State regulations, including obtaining a building permit and payment of applicable use tax for permanent improvements.
2. Apply for and receive an access permit from the Town prior to constructing the new access road from the well site to High Plains Blvd. While on-site the operator shall ensure that the existing gravel road surface of LCR 3 is maintained near the access road, including operation-related repairs, as directed by the Town.
3. Provide temporary noise and visual screening approved by the Town during drilling, fracking and completion operations. What will be the method used?
4. Given the proximity of the wells to LCR 3, existing nearby residential, future planned residential development surrounding the wells' site, please provide adequate, durable and attractive visual screening of the wellhead structures. Acceptable alternatives include a decorative wall or fence similar to the adjoining Xcel substation, or a landscaped earthen berm matching the wellhead structure height.
5. Call for utility locates prior to subgrade work.

Based upon the referral and review, the application may be scheduled for public hearing and consideration by the Planning and Zoning Commission on Wednesday, March 25. If this is acceptable please let me know and I will publish notice in the local newspaper next week, and prepare the staff report. Please mail a hearing notice (draft attached) to all owners of record within one-half mile of the drilling site boundary.

Sincerely,



John Franklin, Town Planner  
Attachments



**DEVELOPMENT SERVICES**  
**Current Planning**

500 East Third Street, Suite 310 • Loveland, CO 80537  
(970) 962-2523 • Fax (970) 962-2945 • TDD (970) 962-2620  
[www.cityofloveland.org](http://www.cityofloveland.org)

**ENCORE OIL & GAS WELL**  
**TOWN OF JOHNSTOWN REFERRAL – SPECIAL REVIEW**  
**3/12/15 CITY OF LOVELAND STAFF REVIEW COMMENTS**  
**PZ-15-00016**

**A. CORRECTIONS:**

None.

**B. CONDITIONS:**

**Fire:** Carie Dann - Complete 03/11/2015

**LOVELAND FIRE RESCUE AUTHORITY**

1. Loveland Fire Rescue Authority will review the applicant's submittal for a hazardous materials operational permit (dated Feb. 24, 2015). Upon approval, the applicant will receive the Operational Permit, which must be renewed annually after a site inspection.

**Power:** Kathleen Porter - Complete 03/12/2015

1. You must stay 200 feet from the City of Loveland above ground substation and facilities.

2. No drilling allowed beneath the substation.

3. You must comply with COGCC set back requirements.  
No pipe4s are allowed I n any utility easements or right-of-ways.

4. Do not block access to the substation site on County Road 3.

5. Maintain clearances from our transmission lines with your equipment.  
Your enterprises may also affect the Xcel Energy Kelim substation that is just north of the City of Loveland substation. Please contact Xcel Energy at 1901 E. Horsetooth Road, Fort Collins, Co. 80525, Rocky Caivano, 970-225-7810 with all future developments.

Planning and Zoning Department  
450 S. Parish Ave. Johnstown, CO 80534  
(970) 587-4664; Fax (970) 587-0141  
[www.townofjohnstown.com](http://www.townofjohnstown.com)

**DATE:** *January 23, 2015*

### REFERRAL OF APPLICATION

The Town of Johnstown has received the following application for review:

**Project:** *Use by Special Review for Oil/Gas Exploration – Miracle/Encore PUD*

**Location:** *East of LCR 3 and approximately one mile north of US Hwy 34*

**Applicant:** *Kerr McGee Oil and Gas Onshore, LP*

**Please reply by:** *February 13, 2015*

**Tentative Planning and Zoning Commission Hearing:** *February 23, 2015*

**Planner:** John Franklin      [jfranklin@townofjohnstown.com](mailto:jfranklin@townofjohnstown.com)

This application is submitted to you for review. Any comments or recommendations you consider relevant to this request would be appreciated. Please reply by the above listed date so that we may include your comments with others. If additional documentation is required, please advise us as soon as possible.

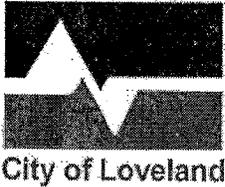
We have reviewed the request and find no conflicts with our interests.

Please see the attached letter.

Comments:

Signature: Brian Bines      Date: 2/13/15

Agency: City of Loveland



**DEVELOPMENT SERVICES**  
**Current Planning**

500 East Third Street, Suite 310 • Loveland, CO 80537  
(970) 962-2523 • Fax (970) 962-2945 • TDD (970) 962-2620  
[www.cityofloveland.org](http://www.cityofloveland.org)

**ENCORE OIL & GAS WELL**  
**TOWN OF JOHNSTOWN REFERRAL – SPECIAL REVIEW**  
**2/12/15 CITY OF LOVELAND STAFF REVIEW COMMENTS**  
**PZ-15-00016**

**A. CORRECTIONS:**

**Current Planning:** Brian Burson – Resubmittal Needed 2/1/15

1. Please indicate whether fracking is proposed for this site at this time. If so, please provide more complete information for this aspect of the extraction process and whether further review process with the Town of Johnstown will be required before fracking can commence.

**Power:** Kathleen Porter Resubmittal Needed 02/12/2015

**CORRECTIONS:**

The City of Loveland Power Division requires more information prior to determining whether the proposed project will have a significant impact on our electrical substation in the area.

We would like to know the planned path and depth any directional drilling and if they have specific plans to drill under the substation property. We also need additional information on vibration caused during construction.

Please send this information to Briana Reed-Harmel, the Senior Electrical Engineer at Loveland, Water & Power. 200 North Wilson Avenue, Loveland, Colorado 80537 or 970-962-3592.

**B. CONDITIONS:**

**Fire:** Carie Dann - Resubmittal Needed 02/12/2015

1. The applicant must submit plans for review and approval of a hazardous materials operational permit. Please contact Scott Pringle with Loveland Fire Rescue Authority, (970) 962-2614.

2. An address (street and numeral) is required to be assigned to this site for way-finding purposes. The address shall be posted with permanent signage at the entrance to the site on LCR 3. Minimum numeral size shall be 6 inches in height, with a 1-inch stroke width. AN INSPECTION IS REQUIRED TO ENSURE THE APPROVED ADDRESS IS POSTED AT THE SITE. TO SCHEDULE, CONTACT LFRA AT LEAST 48 HOURS IN ADVANCE BY CALLING (970) 962-2537.

3. Guard posts or other approved means shall be provided to protect hydrants; gas meters; storage tanks and connected piping, valves and fittings; motor-vehicle dispensing area; and use areas subject to vehicular damage.

4. Access roadways within the LFRA response area shall be finished by an application of an all-weather driving surface of hot mix asphaltic concrete or concrete pavement over a flexible base capable of supporting a design wheel load of 18,000 pounds (GVW 80,000 pounds minimum). This applies to all types of access roadways (emergency access, second access, etc.). Please provide a letter from the civil engineer confirming the access roads will meet this requirement, as well as a letter after construction is complete confirming the roadways were built according to design.

# **APPLICANT'S RESPONSE**



**Kerr-McGee Oil & Gas OnShore LP**  
A subsidiary of Anadarko Petroleum Corporation  
1099 18<sup>th</sup> Street  
Denver, CO 80202  
(720) 929-6000

March 20, 2015

Town of Johnstown Planning and Zoning  
Mr. John Franklin, Town Planner  
450 Parish Avenue  
Johnstown, CO 80534

**RE: Application for Oil and Gas Special Use Permit**  
Encore Oil and Gas Wells  
Township 5 North, Range 68 West, 6<sup>th</sup> P.M.  
Section 12  
Town of Johnstown, Larimer County, Colorado

Dear John,

Kerr-McGee Oil & Gas OnShore LP (KMG), an Anadarko Company is in receipt of the Town of Johnstown's review and referral comments for the above referenced wells and respectfully provides the following response and revised documents for review. This letter provides a point by point response to comments.

**Johnstown- Planning-John Franklin, Town Planner, comments dated March 4, 2015:**

1. Comment: Comply with Town and State regulations, including obtaining a building permit and payment of applicable use tax for permanent improvements.

*Response: all required permits will be obtained and applicable taxes will be paid.*

2. Comment: Apply for and receive an access permit from the Town prior to constructing the new access road from the well site to High Plains Blvd. While on-site the operator shall ensure that the existing gravel road surface of LCR 3 is maintained near the access road, including operation-related repairs, as directed by the Town.

*Response: KMG proposed a shared road use of the existing access road which currently leads to the water tower located to the North of the Encore production facility. This proposal would minimize surface impact and the creation of multiple access entrances from CR 3. KMG would make any necessary upgrades and improvements to the access road and would provide regular road maintenance.*

*Should the shared road use proposal not be agreeable to the Town of Johnstown, KMG would acquire the required access permit prior to the construction of a new access road and will be responsible for any operations-related road repairs and maintenance.*

3. Comment: Provide temporary noise and visual screening approved by the Town during drilling, tracking and completion operations. What will be the method used?



**Kerr-McGee Oil & Gas OnShore LP**  
A subsidiary of Anadarko Petroleum Corporation  
1099 18<sup>th</sup> Street  
Denver, CO 80202  
(720) 929-6000

*Response: KMG will utilize hay bales to screen sound to the north wrapping to the west and east sides. We will also attempt to orient the rig in such a way to minimize noise disturbance to the north-west side of the location. KMG will also enclose the rig engines with portable sound panels to further mitigate noise.*

*KMG will utilize the lease access road from CR 3 from the Southwest for drilling operations and maintenance equipment thus minimizing disturbance to the residence to the north.*

4. Comment: Given the proximity of the wells to LCR 3, existing nearby residential, future planned residential development surrounding the wells' site, please provide adequate, durable and attractive visual screening of the wellhead structures. Acceptable alternatives include a decorative wall or fence similar to the adjoining Xcel substation, or a landscaped earthen berm matching the wellhead structure height.

*Response: KMG will enclose the well head structure within a 6 foot chain link fence with privacy screening.*

5. Comment: Call for utility locates prior to subgrade work.

*Response: KMG will have utilities located prior to any subgrade work.*

Thank you for your time and consideration to our application. Should you have any questions, please do not hesitate to reach me at (720) 929-6321 or by email at [patty.varra@anadarko.com](mailto:patty.varra@anadarko.com).

Sincerely,  
**Kerr-McGee Oil & Gas Onshore LP**

Patty Varra  
Municipal Planning Analyst

Enclosures: Approved Emergency Response & Fire Protection Plan  
Hazardous Materials & Operations Permit



**AGENDA ITEM 9D**

**WATER**

**AND**

**SEWER**

**SERVICE AGREEMENT**

**(Liberty Arms Institute at 2534)**

## TOWN COUNCIL AGENDA COMMUNICATION

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**AGENDA DATE:** June 1, 2015

**ITEM NUMBER:** 9D

**SUBJECT:** Consider Water and Sewer Service Agreement for Liberty Arms Institute at 2534

**ACTION PROPOSED:** Consider Approval of Water and Sewer Service Agreement for Liberty Arms Institute at 2534

**PRESENTED BY:** Town Attorney

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**AGENDA ITEM DESCRIPTION:** In compliance with the Town's water rights dedication ordinance Todd Williams and Tyler Texiera, on behalf of the developer, submitted to the Town a Water and Sewer Demand Analysis on or about December 11, 2014, and it has been accepted by the Town upon a review by the Town's Water Resources Engineer. Based upon the analysis with the proposed construction of a firearms retail area, classrooms, receiving/storage area, gun range, offices, and restaurant, average in-building water demand for Liberty Arms Institute at 2534 with 7.9± acres is calculated to be 19.32 acre feet per year. Landscaping (raw water) irrigation is provided by the Thompson Crossing Metropolitan District.

The water requirement for this filing is 19.32 acre-feet per year. Water credits will come from Gerrard Family Limited Partnership LLLP and Thompson Ranch Development Company who previously dedicated water rights into a "water bank" under a prior agreement with the Town.

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

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**FINANCIAL ADVICE:** N/A

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

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**SUGGESTED MOTIONS:**

**For Approval:** I move to approve the Water and Sewer Service Agreement for Liberty Arms Institute at 2534 and authorize the Mayor to sign it.

**For Denial:** I move to deny approval of the Water and Sewer Service Agreement for Liberty Arms Institute at 2534.

---

**Reviewed:**

  
Town Manager

**WATER AND SEWER  
SERVICE AGREEMENT**

## WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between **LIBERTY FIREARMS INSTITUTE** ("Developer") and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, ("Town"), collectively sometimes referred to as the "Parties" and singularly as "Party."

WITNESSETH:

WHEREAS, the Developer owns an interest in land located in the NE1/4 of Section 14, T5N, R68W, 6<sup>th</sup> P.M., more particularly described as Lot 25, Block 10, 2534 Filing No. 6 (rec. 20070084414), Larimer County, Colorado, as described more particularly in Exhibit "A", attached hereto and incorporated herein by this reference ("Subject Property"); and

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

WHEREAS, approximately 7.96 acres of the Subject Property are being developed by Developer as the Liberty Firearms Institute Project ("Project") the location of which is more particularly described in Exhibit "B"; and

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

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

**1. Water and Sewer Demand Studies.** In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code ("Ordinance"), Developer, through the developer of the Project, has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Project. Said analysis is dated December 12, 2014 and is on file with the Town and is hereby accepted by the Town. The analysis addresses all of the projected water demands for the Project on the Subject Property. Said analysis indicates that the water dedication set forth in paragraph 2 will meet the estimated water supply needs for the Project as follows:

<b>Development Component</b>	<b>Demand (AF/YR)</b>	<b>Consumption (AF/YR)</b>
In-building (restaurant)	1.07	0.05
In-building (other uses)	10.84	0.54
Irrigation (non-potable)	7.41	6.30
<b>Total</b>	<b>19.32</b>	<b>6.89</b>

**2. Water Rights Dedication.** As a result of a prior dedications of thirty-seven and one-quarter (37.25) Consolidated Home Supply Shares (Certificate Nos. 6423, 6493, 6520, 6533, 6535, 6585, 6610, 6756, 6759 and 6775), the Gerrard Family Limited Partnership, LLLP and Thompson Ranch, LLLP have a surplus dedication credit with the Town. The In-Building-Use will be deducted from the 2534 Water Bank; the Landscape Irrigation Use will be supplied by the Gerrard Family Partnership, LLP and Thompson Ranch, LLP through the Farmers Ditch. The said entities have agreed, as evidenced by the Raw Water Credit Allocation Acknowledgment executed by the said entities, which is attached hereto and incorporated herein by reference as "Exhibit C," that this credit shall be applied to meet the water demands of the proposed development. Accordingly, no further water rights dedication shall be required at this time.

**3. Surplus dedication credit.** The use of the prior surplus dedication credits of will provide to the Gerrard Family Limited Partnership, LLLP and Thompson Ranch, LLLP Raw Water Credits in excess of the water demand projected for the medical facility. The 2534 Water Bank will have a surplus dedication credit with the Town of 101.94 acre-feet. The credit is calculated as follows:

Existing Credit:	113.85 acre-feet
LESS: Estimated demand:	<u>11.91</u> acre-feet
<b>Net current surplus credit:</b>	<b>101.94 acre-feet</b>
<b>2534 Water Bank</b>	

Upon notice and written approval of the Town, authorization from the Gerrard Family Limited Partnership, LLLP and Thompson Ranch, LLLP, and payment of the appropriate Water Court Transfer Fee, said credit may be utilized within the Subject Property to offset increased demands, if any, which are not currently projected.

The use of the prior surplus dedication credits of Non-potable Irrigation Use from the Famers Canal will provide to the Gerrard Family Limited Partnership, LLLP and Thompson Ranch, LLLP Non-Potable Water Credits in excess of the water demand projected for the irrigation at the Project. The credit is calculated as follows:

Existing Credit:	263.70 acre-feet
LESS: Estimated demand:	<u>7.41</u> acre-feet
<b>Net current surplus credit:</b>	<b>256.29 acre-feet</b>
<b>Non-potable Irrigation Use Farmers Canal</b>	

Upon notice and written approval of the Town, authorization from the Gerrard Family Limited Partnership, LLLP and Thompson Ranch, LLLP, and payment of the appropriate Water Court Transfer Fee, said credit may be utilized within the Subject Property to offset increased demands, if any, which are not currently projected.

**4. Commitment to Serve Water and Sewer.**

(A) Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the approximately 7.9 acres described above up to 11.91 acre-feet per year of water supply for in-building use together with the corresponding sewer service for the uses described above.

(B) Water taps shall be issued by the Town upon delivery of the appropriate number of Water Certificates pursuant to the terms and conditions of Article 5 of the Water Service Intergovernmental Agreement dated January 5, 2004, between the Town and Thompson Crossing Metropolitan District No. 1. Sewer taps shall be issued by the Town upon delivery of the appropriate number of Low Point Plant Investment Fee Certificates pursuant to the terms and conditions of Article V of the Low Point Wastewater Service Intergovernmental Agreement dated November 18, 2002, between the Town and the Thompson Crossing Metropolitan District No. 1.

**5. Future review of water usage and dedication requirements.** In accordance with Section 13-68(h) of the Ordinance, the Town reserves the right to review actual water usage within the Subject Property at a point in time after water usage has been established to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments if necessary based on actual water usage.

**6. Payment of Water Court Transfer fees.** Payment of the Water Court Transfer Fees required by the Ordinance was previously paid when the dedication was originally made. The dedication of 19.32 acre-feet per year of estimated water demand and estimated consumptive use of 6.89 acre feet per year (24 SFE) for the Project does not require any additional payment. If the actual demand for the Project increases, additional fees will be required based on the then-existing fee schedule set forth in the Town's Ordinance. Further, in accordance with the Ordinance, additional fees will be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the Parties in accordance with the Town's Ordinance. If a downward adjustment in demand for the Project is agreed to in the future, the water Court Transfer Fee will also be adjusted/credited proportionately. Conversely, if an upward adjustment

in demand is warranted based on actual water usage as described in paragraph 5, above, the Water Court Transfer Fee will also be increased proportionately.

7. **Notices.** All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO DEVELOPER:

Liberty Firearms Institute  
ATTN: Tyler Texeira

WITH A COPY TO:

TO THE TOWN:

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

WITH A COPY TO  
THE TOWN ATTORNEYS:

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

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

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

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

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

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

**11. Attorney's fees and costs.** If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, the prevailing Party shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

**12. Waiver.** The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

**13. Headings for convenience only.** Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

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

**15. Choice of laws.** This agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado.

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

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

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

*Signatures follow on separate pages*



TOWN OF JOHNSTOWN, COLORADO,  
a municipal corporation

By: \_\_\_\_\_  
Mark Romanowski, Mayor

ATTEST:

By: \_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Avi S. Rocklin  
Johnstown Town Attorney



## EXHIBIT B

### LEGAL DESCRIPTION – LIBERTY ARMS

Lot 1, Block 1, Minor Resubdivision of Lot 25, Block 10, 2534 Filing No. 6, Town of Johnstown, County of Larimer, State of Colorado.

**RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT**

This is to acknowledge and agree that the Town of Johnstown may allocate raw water credit from the Gerrard Family Limited Partnership, LLLP and Thompson Ranch Development Company raw water credit account held by the Town of Johnstown, known as the "2534 Water Bank," to provide water service to the development known as *Liberty Firearms Institute*, and any successor occupant of the premises at the same location, pursuant to the Water and Sewer Service Agreement between *Liberty Firearms Institute* and the Town of Johnstown dated \_\_\_\_\_, 20\_\_\_. The amount of such allocated raw water credit is calculated to be **11.91** acre-feet per year for In-Building Use and **7.41** acre-feet per year for Irrigation Use, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement.

GERRARD FAMILY LIMITED PARTNERSHIP, LLLP

  
\_\_\_\_\_

Dated: 3/26/15

Nathan Gerrard, Partner  
Gerrard Family Limited Partnership, LLLP

THOMPSON RANCH DEVELOPMENT COMPANY

  
\_\_\_\_\_

Dated: 3/26/15

Todd Williams, Vice President  
Thompson Ranch Development Company



**AGENDA ITEM 9E**

**PROFESSIONAL  
SERVICES  
AGREEMENT**

**(Pavement Condition Assessment and  
Inventory)**

**(iWorkQ Systems Inc.)**

**TOWN COUNCIL AGENDA COMMUNICATION**

---

**AGENDA DATE:** June 1, 2015

**ITEM NUMBER:** 9E

**SUBJECT:** Consider Professional Services Agreement with iWorQ Systems Inc. for a Pavement Condition Assessment and Inventory

**ACTION PROPOSED:** Approve Agreement with iWorQ Systems Inc.

**PRESENTED BY:** Public Works Director

**AGENDA ITEM DESCRIPTION:** In order to provide information to the Town Council for one of their 2015 Action Items, perform street maintenance fee study, it is recommended that a survey of the existing condition of the Town's streets be conducted to determine estimated costs of ongoing street maintenance. This information would then be available for consideration by the Town Council in determining if they desire to institute a street maintenance fee and the revenue amount to be budgeted. BBC Research, currently under contract, would then use the desired revenue amount to determine an equitable assessment to properties in Johnstown.

An advertisement for Request for Proposals (RFP's) was published in the Johnstown Breeze on April 23, 2015 requesting submittals by May 7, 2015. In addition, three companies were contacted directly and requested to submit proposals. Proposals were received from the following three companies:

- iWorQ Systems Inc. - **\$7,750**
- The PERTAN Group/PAVER Team - \$8,200
- IMS Infrastructure Management Services - \$34,898

The proposals were reviewed by the Public Works Director for compliance with the RFP, references, and ability to perform the work. iWorQ Systems Inc. is the recommended company.

As outlined in their proposal, the work will consist of the following:

1. A pavement segment inventory with a unique id associated to the Johnstown, CO centerline file.
2. A pavement distress identification based on remaining service life (RSL), and the SHRP distress (alligator, transverse, edge, patching and potholes, longitudinal).
3. A condition for each half mile segments by direction.
4. A network pavement condition distribution.
5. A recommended treatment for each pavement segment.
6. A complete data set entered into the iWorQ Pavement Management application.
7. The information and data required for budgeting and planning.

The cost for this work is \$7,750 which is split into the Pavement Condition Assessment at \$5,500, software annual cost of \$1,250 and a one-time setup fee of \$1,000. Training and technical support is provided at no charge.

The software provided by iWorQ Systems provides management tools for budgeting and planning. The \$1,250 software fee is an annual fee.

---

**LEGAL ADVICE:** The Town Attorney has reviewed the proposed agreement.

**FINANCIAL ADVICE:** According to the Town Treasurer, sufficient funds have been budgeted for the project.

---

**RECOMMENDED ACTION:** Approve agreement with iWorQ Systems Inc. for a Pavement Condition Assessment and Inventory.

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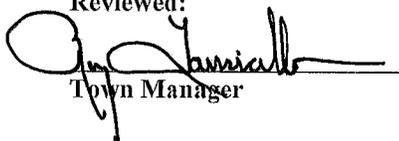
**SUGGESTED MOTIONS:**

**For Approval:** I move to approve the professional services agreement with iWorQ Systems Inc. for a Pavement Condition Assessment and Inventory in a total amount not to exceed \$7,750 and authorize the Mayor to sign it.

**For Denial:** I move to deny approval of the professional services agreement.

---

**Reviewed:**

  
Town Manager

# AGREEMENT

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this 1st day of June, 2015, by and between THE TOWN OF JOHNSTOWN, COLORADO, hereinafter referred to as "Town," and iWorQ Systems Inc., hereinafter referred to as "Consultant."

WHEREAS, the Town needs Inspection and Software services for the preparation of a Pavement Condition Assessment and Inventory and;

WHEREAS, Consultant has the background, expertise, and education to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, it is agreed as follows:

Consultant shall provide Pavement Condition Assessment and Inventory services, more specifically defined as follows:

1. **Scope of Services.** Consultant shall perform professional services as outlined in the proposal dated May 5, 2015, attached as Exhibit B and in conformance with the requirements in Exhibit A.
2. **Term of Agreement.**
  - A. Consultant shall proceed with the performance of the services called for in the attached proposal dated May 5, 2015 and attached as Exhibit B, and shall comply with the requirements of Exhibits A, which two exhibits are attached hereto and incorporated herein by reference. Consultant shall direct and endeavor to ensure that its subcontractors comply with this Agreement.
  - B. In providing these services, Consultant shall work directly with the Town Public Works Director and under his direction.
3. **Compensation.** The Town agrees to pay Consultant the fee as outlined on the attached Exhibit C, an amount not to exceed \$7,750. Payment for services shall be provided to Consultant within thirty (30) days of Consultant's providing a detailed statement to the Town.
4. **General Terms.**
  - A. **Indemnification.** Consultant agrees to indemnify and hold harmless the Town and its officers, employees and agents from any and all claims, losses, injuries, damages and lawsuits and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the negligent acts or omissions of Consultant or its subcontractor in the performance of services as set forth in this Agreement.
  - B. **Modifications.** This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in writing by the parties hereto.

- C. **Independent Contractor.** Consultant and its employees and agents shall be considered for all purposes of this Agreement to be independent contractors and not employees or agents of the Town, and therefore, benefits such as medical, workers compensation, etc., shall not be available to Consultant, its employees, agents or subcontractors.
- D. **Non-Appropriation of Funds.** Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.
- E. **Neutrality.** Consultant assures that it will establish safeguards to prohibit its employees, agents, or servants from using this Agreement for any purpose which causes or lends itself to create an appearance of impropriety. Said employees, agents, or servants shall not seek any personal benefits of private gain for themselves, their families, or others.

No member of Town government, whether individual officers or employees, shall be entitled to any personal share, or afforded any pecuniary gain, remuneration, or part of this Agreement or any benefit that may arise therefrom.

- F. **Conflicts of Interest.** During the term of this Agreement, Consultant shall not perform similar services for persons, firms, or entities which have the potential to create a conflict of interest unless this is disclosed to and approved by the Town in writing
1. **Governing Law and Venue.** Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown. Venue for any claim, proceeding or action arising out of this Agreement shall be in Larimer or Weld County, Colorado.
- G. **Severability.** Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect, unless such determination is so material as to render the main purpose of this Agreement unworkable.
- H. **Transfer and Assignment.** Consultant shall not assign or transfer its interest in this Agreement without the written consent of the Town. Any unauthorized assignment or transfer shall render this Agreement null, void, and of no effect as to the Town.
- I. **No Presumption.** Each party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. In the event of any dispute, disagreement or controversy arising from this Agreement, the parties shall be considered joint authors and no provision shall be interpreted against any party because of authorship.

J. **Costs and Attorney Fees.** In the event legal action is required to enforce the provisions of this Agreement, the court shall award to the prevailing party all reasonable costs and expenses, including attorney's fees.

K. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings.

5. **Insurance**

A. Consultant agrees to obtain and maintain, at Consultant's expense, and shall cause each subcontractor of the Contractor to obtain and maintain, unless such coverage is provided by Consultant, such insurance as will protect the Consultant from claims under the Workmen's Compensation Act, and such comprehensive general liability insurance and automobile liability insurance as will protect the Consultant from all claims for bodily injury, death, or property damage which may arise from the performance by the Consultant, or by the Consultant's employees, of the Consultant's functions and services required under this Agreement. The amounts of liability insurance shall not be less than \$150,000.00 per person/\$600,000.00 per accident and \$600,000.00 property damage. Consultant shall provide a Certificate of Insurance in accordance with the above requirements upon execution of this contract.

B. Consultant shall be responsible for all damages, including all normally foreseeable damages, resulting from negligent errors and omissions of the Consultant.

C. The parties agree that the Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

6. **Termination.** Either party to this Agreement may terminate this Agreement with or without good cause shown by giving the other thirty (30) days notice in writing. Upon delivery of such notice by the Town to the Consultant, and upon expiration of the 30-day period, the Consultant shall discontinue all services in connection with the performance of this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement showing in detail the services performed under this Agreement to the date of termination.

The Town shall then pay Consultant promptly that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed work prepared under this Agreement shall be delivered to the Town when and if this Agreement is terminated.

7. **Addresses of Notices and Communications.** All notices and communications under this Agreement to be mailed or delivered to Consultant shall be to the following address:

iWorQ Systems Inc.  
Attn: Rex King  
1125 W 400 N Suite 102  
Logan, UT 84321

All notices and communications pertaining to this Agreement shall be mailed or delivered to the Town at the following address:

Town of Johnstown  
Attn: Town Manager  
P.O. Box 609  
Johnstown, CO 80534

8. **Successors and Assigns.** The terms and conditions of this Agreement shall be binding upon Consultant, its successors, and assigns.
9. **Assignment and Subcontract.** Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Town and the Consultant.
10. **Compliance with the Law.** Consultant shall comply with all federal, state and local laws in the performance of the services under this Agreement.

DONE AND DATED this 20<sup>th</sup> day of May, 2015.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

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

By: \_\_\_\_\_  
Mark Romanowski, Mayor

**CONSULTANT:**

\_\_\_\_\_  
*Rep. K*

By: Manager  
Title

STATE OF COLORADO)  
  )ss

COUNTY OF \_\_\_\_\_)

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ as the \_\_\_\_\_ of \_\_\_\_\_

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**Special Provisions Required by HB 1343**

A. Certification. By entering into this Agreement, Contractor hereby confirms that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor who fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Confirmation.

1. Contractor has confirmed or attempted to confirm through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

2. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

i. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.



# Pavement Condition Assessment and Inventory

## A Proposal to **Johnstown, CO**

Presented on May 5, 2015

Johnstown, CO Pavement Condition Assessment and Inventory

**iWorQ Systems Inc.**  
**1125 W 400 N Suite 102**  
**Logan, UT 84321**  
**435-755-5126**  
**rking@iworq.com**

**1.0 Introduction**

Since the year 2000, iWorQ Systems has empowered local government with not only management solutions, but also a passion to make it available to every size of city and county. Local governments have always been required to serve their citizens using limited funds. They are charged with maintaining the infrastructure, managing the resources, serving the citizens to keep their communities vibrant and healthy, regardless of their size. iWorQ has helped hundreds of cities with this charge from the inventory of assets to the daily maintenance required to keep things running smoothly.

iWorQ has performed pavement assessments and inventories including collection of the following information:

- Inventory asphalt pavement condition, width, and length by segment
- List pavement conditions using Strategic Highway Research Program (SHRP) ratings, including severity and extent for each distress
- Associate pavement data by segment, including Remaining Service Life
- Recommend pavement maintenance applications

**2.0 References**

Client references for which similar work has been performed include the following:

- City of Annapolis, MD - Contact Cindy Tait, (410) 263-7949
- City and County of Broomfield, CO - Contact Les Wielacher, (303) 464-5675
- City of San Bernardino, CA - Contact Linda Dortch, (909) 384-5020

**3.0 iWorQ's Approach**

Utilizing GIS segments iWorQ will do an inventory and assessment with crews performing a windshield condition assessment driving down each segment of asphalt pavement. The assessment will include the following:

- Associated segments with each asphalt street segment having a unique id
- A severity and extent for each of the distresses which are broken down in the following manner:

The following five distresses are recorded:

- Fatigue(Alligator) Cracking
- Transverse Cracking
- Longitudinal Cracking
- Edge Cracking
- Patching/Potholes

		EXTENT OF SEGMENT		
		Low	Med	High
SEVERITY OF DISTRESS	0			
	Low	1	2	3
	Med	4	5	6
	High	7	8	9

## Exhibit B

### Johnstown, CO Pavement Condition Assessment and Inventory

- QC/QA on data collected
- Inventory and update GIS data to match Pavement Segments
- Data upload of segment map and data into iWorQ Systems Pavement Management Application
- Hard copies and digital copies of data submitted to client
- Training on application usage and review of the data with city staff

## 4.0 COSTS

### Example of Software Service Agreement

Johnstown, CO hereafter known as "Customer" enters into the following Service Agreement with iWorQ Systems "iWorQ" located in Logan Utah. Customer will pay a fee for the services listed below:

<u>Application</u>	<u>Cost</u>	<u>Billing</u>
Pavement Condition Assessment	\$ 5500.00	Recommended Every 3 Years
Pavement Management Software (Internet Application - No Installation Required)	<del>\$1500.00</del> \$1250.00	Per Year
Setup Fee	1000.00	One Time
<b>TOTAL</b>	<b>\$ 7750.00</b>	
<b>TOTAL</b>	<b>\$ 1250.00</b>	Yearly
<u>Additional Services</u>		
Unlimited Technical Support & Phone Trainings	FREE	Always

\*Pavement Condition Assessment Details and Deliverables Outlined in Section 7.1

## 5.0 GUIDELINES

### 5.1 Getting Started

Fax signed Service Agreement to 1-866-379-3243 or email to [rking@iworq.com](mailto:rking@iworq.com)  
iWorQ will assign a technician to your account and start the setup and training process.

### 5.2 Billing Information

iWorQ will invoice Customer on an annual basis. Customer reserves the right to cancel service at anytime by providing iWorQ a 30 day written notice.

## Exhibit B

### Johnstown, CO Pavement Condition Assessment and Inventory

#### 5.3 Data Conversion

As part of the Start-up iWorQ will provide a data conversion service. This service consists of importing data, sent by the Customer, in an electronic format. iWorQ will provide emails and a FTP site where the electronic data can be sent.

## **6.0 SERVICES**

#### 6.1 Data Ownership

All customer data remains the property of the customer. Customer can request data electronically or on disk, upon cancellation of Service Agreement.

#### 6.2 FREE Training

iWorQ will provide Customer FREE training and support. iWorQ provides weekly webinars, phone support, written manuals, web videos, documentation and help files. Training is available to any Customer with a login.

#### 6.3 FREE Updates

All updates, bug fixes, and upgrades are FREE to the Customer. iWorQ is a web-based application. Customer only needs to Login, to get any updates to the applications.

#### 6.4 FREE Support

Customer support and training are FREE and available from 8:00 A.M. to 5:00 P. M. Mountain Standard Time.

#### 6.5 FREE Data Back-up

iWorQ does back-ups twice weekly and offsite once weekly.

Johnstown, CO Pavement Condition Assessment and Inventory

**7.0 Pavement Condition Assessment**

7.1 Pavement Condition Assessment

The inventory and pavement distress identification will be started at your request and will be completed in two weeks. The deliverables include:

1. A pavement segment inventory with a unique id associated to the Johnstown, CO centerline file.
2. A Pavement distress identification based on remaining service life (RSL), and the SHRP distress (alligator, transverse, edge, patching and potholes, longitudinal)
3. A condition for each half mile segments by direction
4. A network pavement condition distribution
5. A recommended treatment for each pavement segment
6. A complete data set entered into the iWorQ Pavement Management application
7. The information and data required for budgeting and planning

The project will require 3 days of data collection for 1 crew. This estimate is based on 57 miles of road.

**Table 1. Inventory and Distress Identification Breakdown**

Task	Quantity	Description	Cost	Total
1	3 days	Field Condition Assessment Time and Equipment, travel, Expenses, Data conversion, Map updates	Crew 1	\$5500
		<b>I. TOTAL</b>		\$5500

## Exhibit B

Johnstown, CO Pavement Condition Assessment and Inventory

**R E X   K I N G**

435-755-5126 - rking@iworq.com

**CIVIL ENGINEER**

### Professional Summary

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Self-motivated professional with more than 6 years of experience managing multiple projects simultaneously. Have extensive experience managing large-scale projects from the requirements gathering phase to the completion. Highly skilled in tracking details, communicating deadlines, customer service and following-up with both the customer and our company to ensure on-time completion and staying within budget. Work well under pressure and with time sensitive materials. Completes all that is necessary to ensure accuracy and satisfaction for the partners involved in all tasks assigned. Have an ability and interest for learning and incorporating new technology and its implementation. Consistently receive positive feedback from managers, co-workers and clients.

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### PROFESSIONAL EXPERIENCE

#### **iWorQ Systems • Logan, UT 84321 • July 2009 - Present**

iWorQ Systems provides solutions for city and county agencies to effectively manage pavement, capital assets, work orders, permits, and more

##### **Project Manager**

Actively manage projects including pavement condition assessments, and GPS/GIS data collection

- Secured and Managed projects for pavement condition assessments and other capital assets for multiple municipalities
- Hired and trained multiple employees to help carry out large projects.
- Led and trained multiple crews on completing project tasks
- Actively managed projects through effective communication and documentation with customers and employees across multiple departments
- Customized products for use in multiple scenarios given set parameters, able to think outside the box to create the right solution for a customer

#### **iWorQ Systems • Logan, UT 84321 • May 2006 - July 2009**

iWorQ Systems provides solutions for city and county agencies to effectively work, capital assets, and more

##### **Lead Field Technician**

- Trained clients in maintaining and using large databases (internet based applications)
- Customized work management internet applications for cities around the country
- Presented products and services at conferences and on an individual basis when needed

#### **Firstline Security Systems • Orem, UT 84057 • May 2005 - Sept 2005**

Provided Home Security Systems Installation and Monitoring

##### **Installation Technician**

Installed and programmed home security systems, also trained clients to use products and features

- Installed Home Security Systems, Including work with telephone and low voltage power, Responsible for Customer satisfaction and approval
- Trained in low voltage electric work

### EDUCATION

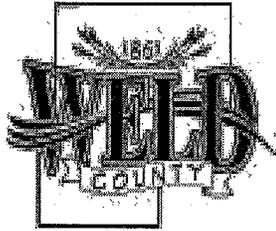
**B.S. Civil Engineering, Emphasis in Structures, EIT, Utah State University, Logan, UT 2009**



## **WORK SESSION**

- **Discussion of Weld County Referral –  
Martin Marietta**
- **Discussion of Weld County Referral –  
Envirotech Rezoning Request**

**MARTIN MARIETTA**



# Weld County Referral

April 29, 2015

The Weld County Department of Planning Services has received the following item for review:

Applicant: Weld LV LLC & Gerrard Investments LLC, Case Number: USR15-0027  
c/o Martin Marietta

Please Reply By: May 27, 2015

Planner: Diana Aungst

Project: A Site Specific Development Plan and Use by Special Review Permit for a Mineral Resource Development Facilities including materials processing, asphalt & concrete batch plants, transloading, and any use permitted as a Use by Right, an Accessory Use, or a Use by Special Review in the Commercial or Industrial Zone Districts (construction business with two shop buildings, office buildings, and outdoor storage) provided that the property is not a lot in an approved or recorded subdivision plat or lots parts of a map or plan filed prior to adoption of any regulations controlling subdivisions in the A (Agricultural) Zone District.

Location: East of and adjacent to CR 13 and approximately 1 mile south of US HWY 34

Parcel Number: 095718300044-R3549705 Legal: PART SW4 SECTION 18, T5N, R67W of the 6th P.M., Weld County, Colorado.

Parcel Number: 095718000009-R0515201 Legal: PART SW4 & PT SE4 SECTION 18, T5N, R67W LOT B REC EXEMPT RE-2803 of the 6th P.M., Weld County, Colorado.

The application is submitted to you for review and recommendation. Any comments or recommendation you consider relevant to this request would be appreciated. Please reply by the above listed date so that we may give full consideration to your recommendation. Any response not received before or on this date may be deemed to be a positive response to the Department of Planning Services. If you have any further questions regarding the application, please call the Planner associated with the request. **Please note that new information may be added to applications under review during the review process. If you desire to examine or obtain this additional information, please call the Department of Planning Services.**

- We have reviewed the request and find that it does / does not comply with our Comprehensive Plan because: \_\_\_\_\_
- We have reviewed the request and find no conflicts with our interests.  
See attached letter.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Agency \_\_\_\_\_

**SITE SPECIFIC DEVELOPMENT PLAN AND USE BY SPECIAL  
REVIEW (USR) APPLICATION**

FOR PLANNING DEPARTMENT USE	DATE RECEIVED: <u>4/28/15</u>
RECEIPT # /AMOUNT # _____ /\$ <u>2,500.00</u>	CASE # ASSIGNED: <u>USR15-0027</u>
APPLICATION RECEIVED BY <u>D. Aungst</u>	PLANNER ASSIGNED: <u>D. Aungst</u>

Parcel Number 0 9 5 7 1 8 3 0 0 0 4 4 and 0957-18-0-00-009  
 (12 digit number - found on Tax I.D. information, obtainable at the Weld County Assessor's Office, or [www.co.weld.co.us](http://www.co.weld.co.us))

Legal Description part of the south half of \_\_\_\_\_, Section 18, Township 5N North, Range 67 West

Zone District: Agricultural, Total Acreage: 131.42, Flood Plain: No, Geological Hazard: No

Airport Overlay District: No

**FEE OWNER(S) OF THE PROPERTY:**

Name: Gerrard Investments LLC (Tom Donkle, contact)  
 Work Phone # 970-669-1463 Home Phone # \_\_\_\_\_ Email tdonkle@gerrardinc.com  
 Address: 27486 County Road 13  
 Address: \_\_\_\_\_  
 City/State/Zip Code Loveland, CO 80534

Name: Weld LV LLC (Jack Holler, contact)  
 Work Phone # 702-4331551 Home Phone # \_\_\_\_\_ Email HollerCRE@hotmail.com  
 Address: 3821 Derby Trail  
 Address: \_\_\_\_\_  
 City/State/Zip Code Round Rock, TX 78681

Name: \_\_\_\_\_  
 Work Phone # \_\_\_\_\_ Home Phone # \_\_\_\_\_ Email \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip Code \_\_\_\_\_

**APPLICANT OR AUTHORIZED AGENT** (See Below: Authorization must accompany applications signed by Authorized Agent)

Name: Martin Marietta (David Hagerman, contact)  
 Work Phone # 720-245-6405 Home Phone # \_\_\_\_\_ Email david.hagerman@martinmarietta.com  
 Address: 10170 Church Ranch Way, Suite 201  
 Address: \_\_\_\_\_  
 City/State/Zip Code Westminster, CO 80021

**PROPOSED USE:**

An aggregate transloading facility with concrete batch plant and an asphalt plant operations as well.  
Gerrard's construction business may continue to operate on-site for up to one year after approval of this new USR.

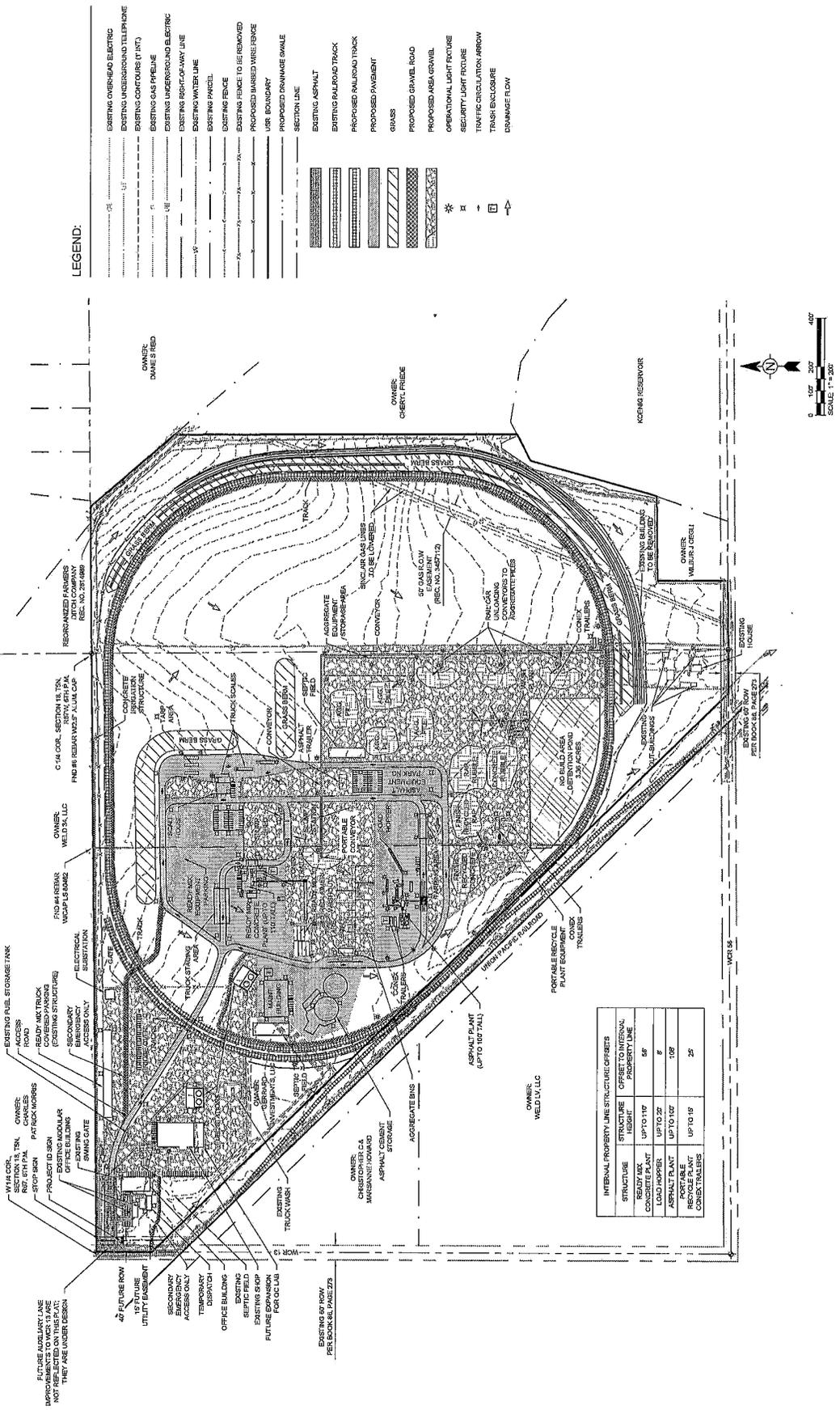
I (We) hereby depose and state under penalties of perjury that all statements, proposals, and/or plans submitted with or contained within the application are true and correct to the best of my (our) knowledge. Signatures of all fee owners of property must sign this application. If an Authorized Agent signs, a letter of authorization from all fee owners must be included with the application. If a corporation is the fee owner, notarized evidence must be included indicating that the signatory has to legal authority to sign for the corporation.

 3-24-2015  
 Signature: Owner or Authorized Agent Date

\_\_\_\_\_  
 Signature: Owner or Authorized Agent Date



**USE BY SPECIAL REVIEW - USR15-0027**  
**HIGHWAY 34 DEVELOPMENT**  
 FOR: MARTIN MARIETTA  
 A PORTION OF THE SOUTH HALF OF SECTION 18, TOWNSHIP 5 NORTH, RANGE  
 67 WEST OF THE 6TH P.M. COUNTY OF WELD, STATE OF COLORADO  
 (6433 CR 56 & 27486 CR 13)



INTERNAL PROPERTY LINE STRUCTURE OFFSETS	STRUCTURE HEIGHT	OFFSET TO INTERNAL PROPERTY LINE
RESIDENTIAL	UP TO 11'	5'
CONCRETE SLAB	UP TO 20'	5'
ASPHALT PLANT	UP TO 10'	10'
PORTABLE RECYCLE PLANT TRAILERS	UP TO 15'	25'

FUTURE ADJACENT LANE IMPROVEMENTS AND OTHER DEVELOPMENTS NOT REFLECTED ON THIS PLAN. THEY ARE UNDER DESIGN.

# QUESTIONNAIRE

## Highway 34 Development

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

Martin Marietta is an American-based leading supplier of aggregates and heavy building materials with operations throughout North America. The company supplies materials needed to build schools, homes, and roads by providing the materials that build our communities.

Primary materials provided are mined naturally occurring aggregates (crushed stone, sand, and gravel), which are used as the primary constituents for asphalt and ready-mix concrete. Aggregate resources available to be mined in both Larimer and Weld Counties are depleting; therefore, it is becoming increasingly necessary to transport these materials into northern Colorado from other locations to meet the demands of our growing communities and sustain economic growth.

New production facilities are also needed in northern Colorado to meet the need for road repairs, new road construction, and general construction occurring in our communities as the economy improves. Key customers that Martin Marietta serves in Weld and Larimer Counties include county and city governments, the Colorado Department of Transportation, general contractors, homebuilders, and oil and gas companies.

Martin Marietta has been evaluating potential aggregate rail yards and asphalt/ready-mix production-sites along railroads in Weld County that meet specific transportation and production criteria. The most favorable site that they found along the Union Pacific Railroad corridor is 133 acres of land currently owned by Gerrard Investments, LLC ("Gerrard") and Weld LV II, LLC ("Weld LV") that is located in a portion of the south half of Section 18, Township 5 North, Range 67 West. There are two parcels that will be leased, Parcel 095718300044, located at 27486 WCR 13, and Parcel 095718000009, located at 6433 WCR 56. The parcel at 27486 WCR 13 is currently owned and occupied by Gerrard and the parcel at 6433 WCR 56 is currently owned by Weld LV. Gerrard has a contingent contract to purchase 6433 WCR 56; the contract is contingent on approval of this USR application. Upon approval of the USR application, Gerrard would then lease all of the land to Martin Marietta so that the Highway 34 Development facility could be constructed.

The parcel at 6433 WCR 56 is primarily agricultural farmland. There is a single family residence, a barn, and some miscellaneous outbuildings on the south side. The home and other buildings are all leased for use as a residential property (the current lease expires in January 2016). When the Highway 34 Development facility is constructed, this home will remain on the site, but some of the outbuildings north of the house will need to be removed to accommodate the grading for the railroad and proposed berm.

Martin Marietta is seeking to permit the proposed Highway 34 Development facility to operate as an aggregate rail unloading facility. A rail loop will be constructed off the

existing Union Pacific Railroad line to allow for the unloading of aggregates. It is anticipated aggregates will arrive by train one to three times per week and will be unloaded and prepared for sale to local customers or utilized by the ready-mix concrete plant and asphalt plant that are also proposed to be on this site. Following is a more detailed list of the uses proposed for the site.

- Approximately 7,200' of rail loop spurring off of the Union Pacific Railroad line allowing for unloading of various products consistent with and supporting the various on-site uses. Products that could be unloaded include aggregates and asphalt cement. One to three times per week (depending on market demand for product), a train with up to four locomotives and up to 117 cars will pull onto rail spur planned on the site and remain parked on the spur until such time that all of the rail cars are unloaded. A recessed hopper under the train will be constructed on the south end of the rail loop. This will allow the train cars to bottom dump aggregates into the hopper and then onto a conveyor where they can then be conveyed into stockpiles on the site for utilization in the facility or sale to the local external market. It is possible that top unloading could occur if, for some reason, the bottom unloading system could not be used. To top unload a railcar, an excavator would move along the top of the railcars to remove aggregates and place them in a dump truck that would then drive along a road that parallels the rail. If the need for top unloading were to occur, Martin Marietta would notify the County Planning Director to explain the situation and let him/her know how long the activity would be occurring. If asphalt cement is brought in on the train, it will be unloaded from the train via pipeline to the asphalt cement tank.
- Aggregate trucks will be used to bring specific aggregate products to the site to meet regulatory specifications for the concrete and asphalt design mixes. These same trucks may be used to re-load with on-site aggregate and deliver to local customers.
- A portable wash plant is proposed at the facility to allow for washing, screening, sorting, stockpiling, unloading, and loading of sand, gravel, rock, crushed stone, recycled materials, overburden, clay, and topsoil type products. The wash plant discharge will enter a 12-foot diameter/60-foot tall thickener tank. The clean water from the thickener tank will be diverted into a 30-foot diameter/20-foot tall water tank, which will recycle back to the wash plant. The sand from the thickener tank will be discharged into a multi-bin wash out bay. These sands will be properly disposed off-site by either selling the product externally, transporting the material to another Martin Marietta site for use, or disposed of in a landfill. This will be determined based on demand. These finished products will be utilized onsite or loaded onto trucks and delivered to the local market for use. The wash plant equipment is portable so it may be moved around the property from time to time.
- A recycled materials processing plant will operate to crush and sort various recyclable materials including, but not limited to, concrete and asphalt. The recyclable type materials would either be byproducts of existing processes or they would be brought onsite from various local construction projects. The recycling plant is portable so it may be moved around the property from time to time. Martin Marietta will ensure that any non-asphalt, non-concrete and non-rebar materials that are brought onto the site with recycled materials will be removed from the site within 30 days and the

amount of this type of material will not exceed 10% of the total materials on-site by weight or volume. Any material that needs to be removed from the site will either be hauled off to a landfill or recycled accordingly.

- The asphalt plant will utilize the natural products (sand, gravel, and rock) in conjunction with recycled asphalt and various additives to produce bituminous asphalt for utilization on various road and construction projects. The asphalt plant will be powered by natural gas. As part of the asphalt plant portion of the facility, asphalt cement (AC) will be transported to the site and stored in tanks to be utilized in the process of making asphalt. The asphalt produced will be trucked offsite for use by the local market. Asphalt paving equipment, parking, and supporting facilities for the paving crews will be located near the asphalt plant to allow for greater efficiency of the operation. The asphalt plant equipment will be set on foundations.
- A ready mix concrete plant will also operate at the facility. It will utilize sand, gravel, rock, cement, and various additives required for the production of concrete that will be trucked off-site for use on various construction projects. The ready mix concrete plant will be set on a foundation.
- Aggregate as well as recycled asphalt and concrete will be stored on the site in separate piles. It is estimated that up to 680,000 cubic yards of material could potentially be stored on-site at any one time.

#### Temporary Continuation of Uses Permitted under USR-1584

The parcel owned by Gerrard Investments, LLC located at 27466 WCR 13 is currently encumbered by USR-1584. Upon approval of Martin Marietta's proposed USR, USR-1584 will need to be vacated and Gerrard will make plans to vacate the premises within one year. Due to the fact that USR-1584 will be vacated and Gerrard will need to be able to continue to operate at the facility for up to one year after USR15-0027 is approved, the uses currently permitted under USR-1584 will need to be allowed under the new USR for that year. All existing structures on the Gerrard facility are shown on our USR plat map and those structures will remain on the site once Gerrard vacates and only Martin Marietta is on the premises.

For up to one year after the approval of USR15-0027 Gerrard will operate their construction business out of the two existing modular office buildings and the existing shop. Other structures that they will continue to use will include the existing fueling station and covered parking area. Their access to the facility will continue to be in its current location onto County Road 13. During this time period Martin Marietta will be constructing their facility and the construction activity will be east of where Gerrard needs to operate.

#### Power

Poudre Valley REA (PVREA) provides power to this site and they will continue to provide electric service to Martin Marietta's facility. PVREA will require additional power. It will be brought to the site from one of their existing substations within 5 miles of this site. Power will be delivered to the site at 14.4 kV and Martin Marietta will transform it down at a 7.5 MVA substation proposed at the facility for internal distribution.

### Fencing

There is an existing fence and gate on the Gerrard portion of the property that will continue to be used. It will need to be slightly modified due to the new improvements that are proposed by Martin Marietta. Proposed modifications to the fence are graphically conveyed on the USR plat map. Areas on the east side of the property will be enclosed with a barbed wire fence. A fence detail for the barbed wire fence is shown on the USR plat map.

### Screening to Mitigate Visual and Sound Impacts

The railroad and activities within the site will be screened by grassy earthen berms to mitigate visual and sound impacts on surrounding parcels (see USR Map for exact locations). There is a berm that wraps around the outside edge of the railroad spur on the northeast, east and southeast sides of the parcel. This berm is designed to be 10' taller than the rail bed for the rail spur. When looking at this berm from outside of the property it will range from 11 to 24 feet above grade. It is about 11 feet tall on the north end of the site and transitions to be about 24 feet tall on the south end of the site. The reason for the range in berm height is related to the fact that the rail spur is designed to remain relatively flat around the property and since the natural grade is higher on the north than on the south, the rail bed is more elevated on the south than it is on the north. In addition, two more berms are proposed to be constructed on the interior of the rail spur loop to further shield activities and noise from surrounding properties. These two berms are both approximately 12 feet above grade.

### Accesses

There will be one main access into the facility off of WCR 13. The access will be the same access currently used by Gerrard for their existing business. The majority of the activity at the facility will occur within the rail loop planned on the site. A train will be parked on the rail spur intermittently; therefore, a bridge will be installed over the train to allow access into the interior portion of the rail loop. At the request of the Front Range Fire Authority, a 20' wide secondary emergency access only connection to Weld County Road 13 is also planned on the property just north of where the Union Pacific Railroad tracks cross Weld County Road 13. This access will be closed off with a gate and can only be used in an emergency situation when the primary access into the site cannot be used. In addition, a 20' wide at-grade crossing of the railroad loop within the site is proposed on the north end of the site. This at-grade crossing is proposed to allow for emergency vehicles to enter the site when the bridge access is not accessible. Assuming a train is parked on the rail loop, Martin Marietta employees will be trained to operate the locomotive, move the train, and be able to break the train at this at-grade crossing, if necessary, to get access to the interior of the rail loop.

### Parking

All existing parking on the site currently used by Gerrard will continue to be available for Gerrard to use while they operate for up to one year following approval of USR15-0027.

Martin Marietta's proposed facility will provide ample parking for employees and visitors. The table on the following page outlines how the number of parking spaces required for the site was calculated along with information about the actual number parking spaces proposed on the USR plat. Parking for structures proposed to be occupied was calculated per the land

use code. However, since some employees at the site will be truck drivers and field workers who will not work out of a building, we also calculated the amount of parking required and provided based on the number of each of these types of employees. The table below explains the parking calculation in more detail. Parking is distributed throughout the site, as shown on the USR plat map.

<b>Parking based on building size</b>				
<b>Building</b>	<b>Building Size (sf)</b>	<b>Number of Employees</b>	<b>Parking Required Based on Code</b>	<b>Parking Provided</b>
Modular office (existing)	1,200	5	5	5
Modular office (existing)	900	5	4	4
Modular dispatch (proposed)	1,200	5	5	5
Office (proposed)	14,400	10	34	34
Shop (existing)	14,500	7	15	15
Shop (proposed)	14,500	7	15	15
QC lab (proposed)	4,000	6	4	4
Scalehouse office	4,800	5	12	12
Ready Mix Plant Control Room	100	1	.5	.5
Asphalt Plant Control Room	100	1	.5	.5
Asphalt Trailer	1,800	5	6	6
<b>SUBTOTAL</b>		<b>57</b>	<b>101</b>	<b>101</b>
<b>Parking for Truck Drivers and Field Workers</b>				
<b>Employee type</b>		<b>Number of Employees</b>		<b>Parking Provided</b>
Truck drivers		45		45
Off-site field workers		25		25
On-site field workers		14		14
<b>SUBTOTAL</b>		<b>84</b>		<b>84</b>
<b>TOTAL PARKING SPACES</b>		<b>141</b>		<b>185<sup>1</sup></b>

<sup>1</sup> Out of the 185 parking spaces that are provided, we have provided six (6) ADA accessible parking spaces and one (1) of the six (6) is van accessible.

### Traffic Generation

Gerrard's existing facility will continue to generate some traffic during the period that they continue to operate on the premises. Their traffic generation is estimated to be as follows:

The following make one trip in/out in the morning and one in/out in the evening:

- Employee vehicles (approx. 30)
- Straight Trucks up to 54,000 GVW (10)
- Semi w/ Trailer up to 80,000 GVW (10)

The following are in and out randomly throughout a business day:

- Heavy equipment transport (2)
- Supervisor pickups
- Deliveries – UPS, truck/equipment parts, fuel/oil, office supplies
- Customers

Beginning in 2017, when Gerrard is no longer operating from this site, it is anticipated that Martin Marietta's facility will generate approximately 1,120 daily site trips. This number will grow over time to an estimated 2,260 site trips per day by the year 2035. It should be noted that these estimates are indicative of the peak summer season and have not been adjusted to reflect off-peak season conditions. During the off-peak season, significantly fewer trips are expected. The lower count, off-peak traffic will occur four to six months out of the 12 month calendar. A detailed traffic report is included in the application package.

### Lighting Plan

In accordance with the Weld County Code, all sources of light will be shielded so that light rays will not shine directly onto adjacent properties where such would cause a nuisance or interfere with the use on the adjacent properties. Neither the direct, nor reflected light from any light source will create a traffic hazard to operators of motor vehicles on public or private streets. No colored lights will be used which may be confused with, or construed as traffic control devices.

The facility will utilize two separate lighting systems: operational lighting and security lighting as described below.

- Security lighting will used after sundown.
  - Metal halide wall pack lighting will be used around all buildings and critical areas (entrances/exits, fuel storage etc.).
  - LED pole mounted lights, up to 25-feet tall will be used in equipment parking areas.
  - Security lighting will be controlled by a combination of motion sensors and photo cells in order to remain in compliance with IECC standards.
- Operational lighting will be used when operating after sundown.
  - LED pole mounted fixtures, up to 35-feet tall will be used in the work areas.
  - Operational lighting will be controlled on its own control circuit so that it is turned on only when operating after sundown.

### Trash Enclosures

Solid surface fencing material will be used to construct trash enclosures to screen all trash and recycling bins. A detail of the trash enclosure is included on the USR plat map.



# **ENVIROTECH**



# Weld County Referral

May 18, 2015

The Weld County Department of Planning Services has received the following item for review:

Applicant: Weld 34, LLC, c/o EnviroTech Services      Case Number: COZ15-0001

Please Reply By: June 15, 2015      Planner: Diana Aungst

Project: CHANGE OF ZONE FROM THE A (AGRICULTURAL) ZONE DISTRICT TO THE I-2 (INDUSTRIAL) ZONE DISTRICT

Location: South of and adjacent to US HWY 34 and east of and adjacent to CR 13

Parcel Number: 095718200052-R6777070    Legal: PART NW4 SECTION 18, T5N, R67W LOT B REC EXEMPT RE-4866 of the 6th P.M., Weld County, Colorado.

Parcel Number: 095718200039-R1227796    Legal: N2 NW4 SECTION 18, T5N, R67W of the 6th P.M., Weld County, Colorado.

The application is submitted\* to you for review and recommendation. Any comments or recommendation you consider relevant to this request would be appreciated. Please reply by the above listed date so that we may give full consideration to your recommendation. Any response not received before or on this date may be deemed to be a positive response to the Department of Planning Services. If you have any further questions regarding the application, please call the Planner associated with the request. **Please note that new information may be added to applications under review during the review process. If you desire to examine or obtain this additional information, please call the Department of Planning Services.**

- We have reviewed the request and find that it does / does not comply with our Comprehensive Plan because: \_\_\_\_\_
- We have reviewed the request and find no conflicts with our interests.
- See attached letter.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Agency \_\_\_\_\_

## CHANGE OF ZONE (Z) APPLICATION

FOR PLANNING DEPARTMENT USE RECEIPT/AMOUNT # _____ /\$ _____ APPLICATION RECEIVED BY _____	DATE RECEIVED: _____ CASE # ASSIGNED: _____ PLANNER ASSIGNED: _____
--	---

Parcel Number 0 9 5 7 - 1 8 - 2 - 0 0 - 0 5 2

(12 digit number - found on Tax I.D. information, obtainable at the Weld County Assessor's Office, or [www.co.weld.co.us](http://www.co.weld.co.us))  
 (Include all lots being included in the application area. If additional space is required, attach an additional sheet)

Legal Description Lot B RE-4866, Section 18, Township 05 North, Range 67 West

Property Address (If Applicable) \_\_\_\_\_

Existing Zone District: Aq Proposed Zone District: J-2 Total Acreage: 73.65 Proposed #/Lots: 1

Average Lot Size: NA Minimum Lot Size: NA Proposed Subdivision Name: NA

FEE OWNER(S) OF THE PROPERTY (If additional space is required, attach an additional sheet)

Name: Weld 34, LLC, Roger Knoph as registered agent  
 Work Phone # 970-346-3900 Home Phone # \_\_\_\_\_ Email Address \_\_\_\_\_  
 Address: 910 54th Avenue, Suite 230  
 City/State/Zip Code: Greeley, CO 80634

APPLICANT OR AUTHORIZED AGENT (See Below: Authorization must accompany applications signed by Authorized Agent)

Name: Tim Pike, Regional Manager  
 Work Phone # 970-395-7711 Home Phone # \_\_\_\_\_ Email Address tpike@envirotechservices.com  
 Address: 910 54th Avenue, Suite 230  
 City/State/Zip Code: Greeley, CO 80634

UTILITIES:      Water:            City of Greeley  
                      Sewer:            septic  
                      Gas:                Xcel Energy  
                      Electric:          Poudre Valley REA  
                      Phone:             CenturyLink

DISTRICTS:      School:            RE-6J Johnstown  
                      Fire:               Windsor-Severance Fire District  
                      Post Office:      Johnstown

I (We), the undersigned, hereby request hearings before the Weld County Planning Commission and the Weld County Board of County Commissioners concerning the proposed Change of Zone for the following described unincorporated area of Weld County, Colorado:

I (We) hereby depose and state under penalties of perjury that all statements, proposals, and/or plans submitted with or contained within the application are true and correct to the best of my (our) knowledge. Signatures of all fee owners of property must sign this application. If an Authorized Agent signs, a letter of authorization from all fee owners must be included with the application. If a corporation is the fee owner, notarized evidence must be included indicating the signatory has the legal authority to sign for the corporation.

Signature:  Date: 4-22-15

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CHANGE OF ZONE/REZONING QUESTIONNAIRE

### WELD 34, LLC

April 23, 2015

1. The proposed rezoning is consistent with the policies of the Weld County Code, Chapter 22 in the following ways:

#### Section 22-2-20. Agricultural Goals and Policies

G. Goal: County land use regulations should protect the individual property owner's right to request a change of zone.

- 2. Conversion of agricultural land to nonurban residential, commercial and industrial uses should be accommodated when the subject site is in an area that can support such development, and should attempt to be compatible with the region.
  - *The project location is immediately south of US Highway 34 and adjacent to Weld County Road 13, and the Great Western Railway, a short-line railroad, traverses the northwest corner of the property. This railway is also in close proximity to Union Pacific Railroad, so the site is ideally situated and connected for an industrial development.*

H. Goal: Ensure that adequate services and facilities are currently available or reasonably obtainable to accommodate the requested new land use change for more intensive development.

- 1. The land use applications should demonstrate that adequate sanitary sewage and water systems are available for the intensity of the development.
  - *The existing farmhouse is served by City of Greeley water. Little Thompson Water District also has a water line nearby if City of Greeley cannot adequately serve the proposed site use.*
  - *There is no public sanitary sewer system in the vicinity of this project. The applicant will install an engineered designed septic system.*
- 3. The land use applicants should demonstrate that the roadway facilities associated with the proposed development are adequate in width, classification and structural capacity to serve the proposed land use change.
  - *The subject site is adjacent to US Highway 34 (no direct access), and Weld County Road 13, the county line shared with Larimer County. A traffic study will be conducted once a use is determined, and roadway facilities upgraded as required.*
- 4. The land use applicants should demonstrate that drainage providing stormwater management for the proposed land use change is adequate for the type and style of development and meets the requirements of county, state and federal rules and regulations.
  - *A drainage report and stormwater management plan will be provided when a land use is determined and a Site Plan Review is applied for.*
- 5. The land use applicants should demonstrate that public service providers, such as but not limited to schools, emergency services and fire protection, are informed of the proposed development and are given adequate opportunity to comment on the proposal.
  - *Public service providers will be notified during the Site Plan Review process.*

I. Goal: Reduce potential conflicts between varying land uses in the conversion of traditional agricultural lands to other land uses.

- 5. Applications for a change of land use in the agricultural areas should be reviewed in accordance with all potential impacts to surrounding properties and referral agencies. Encourage applicants to communicate with those affected by the proposed land use change through the referral process.
  - *The applicant will communicate with surrounding properties that will be affected by the proposed land use change during the Change of Zone and Site Plan Review processes.*

Section 22-2-80. Industrial Development Goals and Policies

A. Goal: Promote the location of industrial uses within municipalities, County Urban Growth Boundary areas, Intergovernmental Agreement urban growth areas, growth management areas as defined in municipalities' comprehensive plans, the Regional Urbanization Areas, Urban Development Nodes, along railroad infrastructure or where adequate services are currently available or reasonably obtainable.

- 1. Ensure that adequate industrial levels of services and facilities are currently available or reasonably available to serve the industrial development or district.
  - *The current rapid development of Northern Colorado, and especially Weld County, has strained existing industrial facilities, causing potential growth partners to look elsewhere. In addition, the lack of supply or inventory of suitable industrial property with both highway and rail access has caused a market-driven inflation of prices, which again causes growth opportunities to relocate to surrounding communities where property and infrastructure is more plentiful.*
- 3. Encourage industrial development by improving major transportation corridors.
  - *The subject site is adjacent to US Highway 34 (no direct access), and Weld County Road 13, the county line shared with Larimer County. A traffic study will be conducted once a use is determined, and roadway facilities upgraded as required. The Great Western Railway has track that runs across this property that the Owner plans to use, as well as access to Union Pacific Railroad nearby.*

C. Goal: Consider how transportation infrastructure is affected by the impacts of new or expanding industrial developments.

- 1. Support transportation systems within and into industrial developments that address a full range of mobility needs, and which effectively provide connectivity in a cost effective, efficient and comprehensive manner.
  - *The subject site is adjacent to US Highway 34 (no direct access), and Weld County Road 13. The site also has Great Western Railway track across a portion of the property, as well as access to Union Pacific Railroad nearby.*
- 2. The land use applicant should demonstrate that the roadway facilities associated with the proposed industrial development are adequate in width, classification and structural capacity to serve the development proposal.
  - *A traffic study will be conducted once a use is determined, and roadway facilities will be upgraded as required.*

D. Goal: All new industrial development should pay its own way.

- 1. New development should pay for the additional costs associated with those services directly impacted by the new industrial development.
- 3. The applicant has the option to provide a cost/benefit evaluation. This evaluation may be considered for potential economic incentives.

- *The Owner may develop criteria for considering if and when incentives are appropriate.*

E. Goal: New industrial uses or expansion of existing industrial uses should meet existing federal, state and local policies and legislation.

- 1. Industrial uses should be evaluated using criteria, including but not limited to the effect the industry would have on air and water quality, natural drainage ways, soil properties and natural patterns and suitability of the land.
  - *Review the zoning regulations to ensure that they are consistent with this Policy.*
- 2. Development improvements should minimize permanent visual scarring from grading, road cuts and other site disturbances. Require stabilization and landscaping of final land forms, and that runoff be controlled at historic levels.
  - *Site disturbances will attempt to minimize permanent visual scarring by using landscaping, and will release stormwater runoff at historic rates.*

F. Goal: Minimize the incompatibilities that occur between industrial uses and surrounding properties.

- 1. Consider the compatibility with surrounding land uses and natural site features.
  - *The Owner may establish development standards for such issues as use, building height, scale, density, traffic, dust and noise.*
- 2. Support the use of visual and sound barrier landscaping to screen open storage areas from residential uses or public roads.
  - *Visual and/or sound barrier landscaping may be used to screen open storage areas from adjacent residential homes or public roads.*
- 3. Encourage informational neighborhood meetings for proposed industrial uses that do not require a public hearing.
  - *The Owner anticipates that there will be opposition to this project, and will hold a neighborhood meeting(s) prior to any public hearings.*
- 4. Ensure that industrial properties are free of derelict vehicles, refuse, litter and other unsightly materials.
  - *The Owner may establish a policy/program to clean up derelict property, junk and/or weeds.*

G. Goal: Recognize the importance of railroad infrastructure to some industrial uses.

- 1. Support the continued and expanded use of existing railroad infrastructure for industrial uses.
  - *The proposed use, when determined, will take advantage of the Great Western Railway tracks that cross the subject property, as well as the nearby Union Pacific Railroad access.*
- 2. Communicate with landowners along railroads concerning the significance of railroads to some industrial uses.
  - *The Owner may have meetings with landowners adjacent to the railroads regarding their intent to develop this property, and any impacts the development may have.*

2. The uses allowed by the proposed rezoning will be compatible with the surrounding land uses by the following means/methods:

- a. North - US Highway 34 and the Great Western Railway bound the site to the north
- b. West - Weld County Road 13 bounds the site to the west, as well as existing mature landscaping buffering the house on the west side of WCR 13

- c. South – The property to the south is being developed by Martin Marietta for industrial use
  - d. East – The residential subdivision to the east will be buffered or screened by using visual and/or sound barriers such as berming, landscaping and/or fencing
- 3. The property will use an engineered designed septic system.
- 4. The existing residential farmhouse is served by City of Greeley water from their transmission line north of US Highway 34 via a service line in Weld County Road (WCR) 13. Once a use for the site has been determined, a water demand analysis will be completed to see if City of Greeley Water can continue to serve this property. If City of Greeley cannot serve this site, Little Thompson Water District has a water line in WCR 13 farther south of this property that could potentially serve the property. The property is located in the Windsor-Severance Fire Protection District.
- 5. The property has historically been agriculturally farmed. The soils do not have any limitations for construction. The site consists of 77% Wiley-Colby complex with slopes of 1%-3%, and 18% Nunn clay loam with slopes of 0%-1%.
- 6. The property is adjacent to Weld County Road 13, and approximately 1,000 feet south of US Highway 34. The county road will adequately meet the requirements of the proposed zone district.
- 7. The property is not located in a flood hazard overlay district.
- 8. The property is not located in a geologic hazard overlay district.
- 9. The property is not located in the airport overlay district.



DEPARTMENT OF PLANNING SERVICES  
1555 N 17th AVE  
GREELEY, CO 80631  
WEBSITE: [www.co.weld.co.us](http://www.co.weld.co.us)  
E-MAIL: [daungst@co.weld.co.us](mailto:daungst@co.weld.co.us)  
PHONE: (970) 353-6100, Ext. 3524  
FAX: (970) 304-6498

May 18, 2015

PIKE TIM  
910 54TH AVE STE 230  
GREELEY, CO 80634

Subject: COZ15-0001 - CHANGE OF ZONE FROM THE A (AGRICULTURAL) ZONE DISTRICT TO THE I-2 (INDUSTRIAL) ZONE DISTRICT

On parcel(s) of land described as:

PART NW4 SECTION 18, T5N, R67W LOT B REC EXEMPT RE-4866 of the 6th P.M., Weld County, Colorado.

N2 NW4 SECTION 18, T5N, R67W of the 6th P.M., Weld County, Colorado.

Dear Applicants:

Your application and related materials for the request described above are complete and in order at this time. I will schedule a meeting with you at the end of the review period to discuss the referral comments received by our office.

It is the policy of Weld County to refer an application of this nature to any town or municipality lying within three miles of the property in question or if the property under consideration is located within the comprehensive planning area of a town or municipality. Therefore, our office has forwarded a copy of the submitted materials to the following Planning Commission(s) for their review and comments:

Greeley at Phone Number 970-350-9780

Johnstown at Phone Number 970-587-4664

Windsor at Phone Number 970-674-2400

Please call the listed Planning Commissions, for information regarding the date, time and place of the meeting and the review process. It is recommended that you and/or a representative be in attendance at each of the meetings described above in order to answer any questions that might arise with respect to your application.

If you have any questions concerning this matter, please call.

Respectfully,

Diana Aungst  
Planner

Digitally signed by Kristine Ranslem  
Reason: I am the author of this document  
Date: 2015.05.18 10:46:01 -06'00'



1: 13,730

2,288.3 0 1,144.15 2,288.3 Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© Weld County Colorado

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

## VICINITY MAP

# REZONING PLAT

## PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

Property Description per Title Commitment:

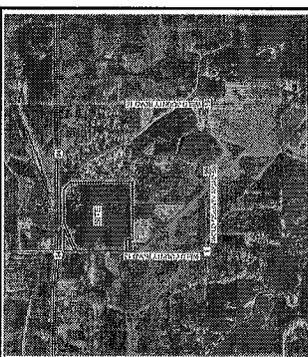
**PARCEL 1:**  
 PARCELS 1 & 2 OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.  
**PARCEL 2:**  
 PARCELS 3 & 4 OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.  
**PARCEL 3:**  
 PARCELS 5 & 6 OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.  
**PARCEL 4:**  
 PARCELS 7 & 8 OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

**Meters and Bounds Description:**

Parcels of land located in the Northwest Quarter of Section 18, Township 5 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, being more particularly described as follows:  
 Considering the North line of the Northwest Quarter of said Section 18 as bearing North 89° 15' 22" East and with all bearings contained herein relative thereto:  
**COMMENCING** at the North Quarter corner of Section 18, thence along the East line of the Northwest Quarter, South 00° 22' 27" East, 415.20 feet to **POINT OF BEGINNING** 1;  
 Thence continuing along said East line, South 00° 22' 27" East, 499.55 feet to the Center North 1466 corner of Section 18;  
 Thence continuing along said East line, South 00° 22' 27" East, 1334.73 feet to the Center Quarter corner of corner of Lot A of Recorded Exemption PE-2666;  
 Thence along the South line of the Northwest Quarter, South 89° 24' 50" West, 3027.40 feet to the southeast corner of Lot A of Recorded Exemption PE-2666;  
 Thence along the East and North lines of said Lot A, North 00° 01' 05" East, 239.86 feet;  
 Thence, South 89° 23' 35" West, 404.01 feet to the East right-of-way line of West County Road 13;  
 Thence along said East line, North 00° 00' 17" West, 1061.89 feet;  
 Thence commencing along said East line, North 00° 00' 17" West, 684.67 feet to a point on the southeasterly right-of-way line of Great Western Railway, said point also being Point A;  
 Thence along said southeasterly line, North 65° 25' 05" West, 1078.86 feet to a point on the South line of U.S. Highway No. 34;  
 Thence along said South line, North 89° 15' 45" East, 1167.60 feet;  
 Thence, South 50° 04' 17" East, 334.81 feet to the Point of Beginning, containing 128.11 acres, more or less.  
 A/cor:

**COMMENCING** at the intersection of Point A, thence along said East right-of-way line of West County Road 13, North 00° 17' West, 86.56 feet to **POINT OF BEGINNING** 2.

Thence continuing along said East line, North 00° 09' 17" West, 332.21 feet;  
 Thence, North 48° 37' 27" East, 68.82 feet to a point on the South right-of-way line of U.S. Highway No. 34;  
 Thence along said South line and along a curve concave to the north having a central angle of 02° 37' 05" with a radius of 11594.20 feet, an arc length of 791.52 feet and the chord of which bears South 89° 48' 57" East, 731.40 feet to a point on the southeasterly right-of-way line of Great Western Railway;  
 Thence along said southeasterly line, South 65° 25' 05" West, 939.10 feet to the Point of Beginning, containing 3.27 acres, more or less.



**VICINITY MAP**  
 SCALE: 1" = 200'

Certificate of Approval by the Board of County Commissioners:  
 This plat is accepted and approved by the Board of County Commissioners of Weld County, State of Colorado, Whereas my hand and the corporate seal of Weld County this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

ATTEST:  
 Weld County Clerk to the Board  
 By: \_\_\_\_\_  
 Deputy Clerk to the Board

Planning Commission's Certificate:  
 This plat is accepted and approved by the Department of Planning Services of Weld County, State of Colorado, Whereas my hand and the corporate seal of Weld County this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

ATTEST:  
 Weld County Clerk to the Planning Commission  
 By: \_\_\_\_\_  
 Deputy Clerk to the Planning Commission

Survey Certificate:  
 I, Eric R. Smith, a Registered Professional Land Surveyor in the State of Colorado, do hereby certify that the survey represented by this plat was made under my personal supervision and direction. I further certify that the survey and this plat complies with all applicable rules, regulations and laws of the State of Colorado, State Board of Registration for Professional Engineers and Professional Land Surveyors, and Weld County.

By: \_\_\_\_\_

Eric R. Smith  
 Registered Professional Land Surveyor No. 37967  
 For and on behalf of Northern Engineering Services, Inc.

**GENERAL NOTE**

- 1) EXISTING ZONING: AGRICULTURE (A)
- 2) PROPOSED ZONING: INDUSTRIAL (I-2)
- 3) No portion of the site is located in a Flood Hazard Area according to FEMA for Weld County Community Panel Number 002666 0012 C, dated September 28, 1982.
- 4) Backs of bearings in the North line of the Northwest Quarter of Section 18 as bearing North 89° 15' 22" East (assumed bearing) and instrumented as shown herein.
- 5) The latest unit of measurement for this plat is U.S. Survey Feet.
- 6) For all information regarding easements, right-of-way or title record, Northern called on information from the Public Records Office of Weld County, Colorado, on November 17, 2014, was utilized in preparation of this survey. This survey does not constitute a title search by Northern Engineering to determine ownership or easements of record.
- 7) Apparent Great Western Railway right-of-way contains 78,303 square feet or 1.795 acres.

**DRAFT**  
 5-11-15

NOTICE: Certificate of Approval by the Board of County Commissioners:  
 This plat is accepted and approved by the Board of County Commissioners of Weld County, State of Colorado, Whereas my hand and the corporate seal of Weld County this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

ATTEST:  
 Weld County Clerk to the Board  
 By: \_\_\_\_\_  
 Deputy Clerk to the Board

Planning Commission's Certificate:  
 This plat is accepted and approved by the Department of Planning Services of Weld County, State of Colorado, Whereas my hand and the corporate seal of Weld County this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

ATTEST:  
 Weld County Clerk to the Planning Commission  
 By: \_\_\_\_\_  
 Deputy Clerk to the Planning Commission

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Eric R. Smith  
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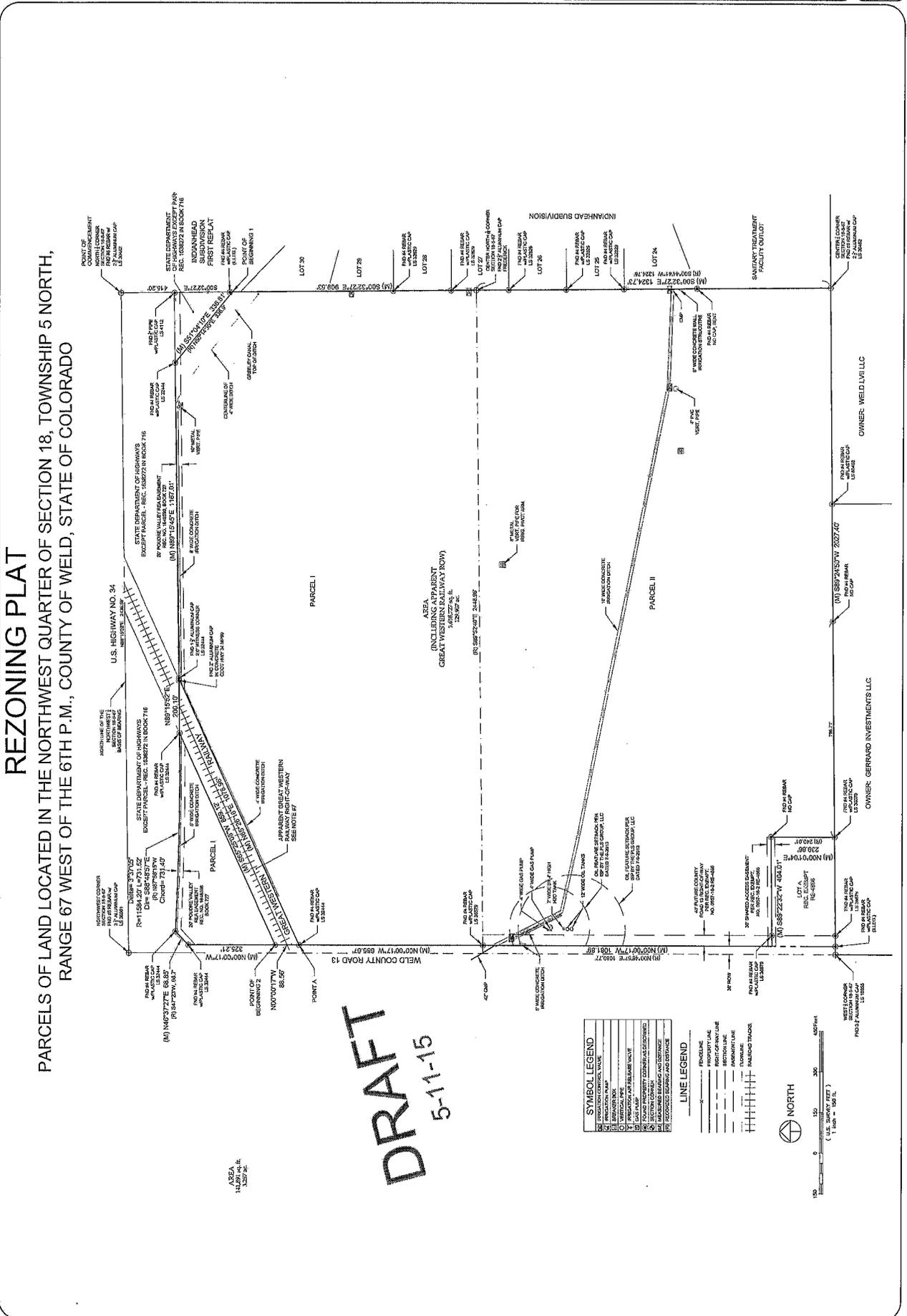
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# REZONING PLAT

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 5 NORTH,  
RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

<p>NOTICE: According to Colorado law, you must enclose any legal action based upon this plat with the plat. This plat is not valid unless it is accompanied by the required information. The information required is set forth in the following table.</p>	<p>DATE: 5/11/15</p> <p>SCALE: 1"=150'</p> <p>DRAWN BY: L. Smith</p> <p>PROJECT: 500-002</p>	<p>STATE OF COLORADO</p> <p>COUNTY OF WELD</p> <p>REZONING PLAT</p>	<p>Sheet 2</p> <p>Of 2 Sheets</p>
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**DRAFT**  
5-11-15

SYMBOL LEGEND	
(S)	SECTION CORNER, VALUE
(R)	RIGHT-OF-WAY CORNER, VALUE
(E)	ENCLOSURE CORNER
(C)	CORNER, VALUE
(M)	METAL PIPE
(W)	WOOD PIPE
(D)	DIAPHRAGM WALL
(G)	GRASS
(P)	POWER PROPERTY CORNER AS DISCLOSED
(A)	ADJACENT PROPERTY CORNER AS DISCLOSED
(B)	BARRIERS, EASEMENTS AND DISTANCES
(I)	INDICATED EASING AND DISTANCE

LINE LEGEND	
(---)	PROPOSED LINE
(---)	RIGHT-OF-WAY LINE
(---)	SECTION LINE
(---)	OWNER'S LINE
(---)	RAILROAD TRACKS



WEST LOANER SECTION 18-5-67W-18  
 (M) 14629.27'E 69.33'  
 (M) 14629.27'E 69.33'  
 (M) 14629.27'E 69.33'

WEST LOANER SECTION 18-5-67W-18  
 (M) 14629.27'E 69.33'  
 (M) 14629.27'E 69.33'

WEST LOANER SECTION 18-5-67W-18  
 (M) 14629.27'E 69.33'  
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