



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, May 03, 2021 at 7:00 PM

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

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

SPECIAL PRESENTATIONS

- [1.](#) Proclamation - Mental Health Awareness Month

AGENDA APPROVAL

PUBLIC COMMENT

Members of the audience are invited to speak at the Council meeting. Public Comment is reserved for citizen comments on items not contained on the 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.

CONSENT AGENDA

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

- [2.](#) Minutes - April 19, 2021
- [3.](#) Minutes - April 26, 2021 Special Meeting
- [4.](#) Water and Sewer Service Agreement - TL Venture Properties LLC
- [5.](#) Second Reading - Ordinance No. 2021-196, Ordinance 2021-196 An Ordinance Amending Chapter 6 of the Johnstown Municipal Code to Include Article XI, Outdoor Vendors
- [6.](#) Second Reading - Ordinance 2021-197, Amending Section 17-230(a) of the Johnstown Municipal Code Concerning Impact Fees Imposed on Behalf of the Loveland Fire Rescue Authority

TOWN MANAGER REPORT

- [7.](#) Town Manager's Report

TOWN ATTORNEY REPORT

PUBLIC HEARING

- [8.](#) The Granary Preliminary Subdivision Plat and Development Plans

NEW BUSINESS

- [9.](#) Contract Award for 2021 Regional Broadband Needs Assessment and Feasibility Study

- [10.](#) Contract Award for 2021 Regional Broadband Needs Assessment and Feasibility Study – Owner’s Representative
- [11.](#) Resolution 2021-13 Economic Development Incentive Policy
- [12.](#) Snow Plow Truck Purchase
- [13.](#) Memorandum of Understanding Between Town of Johnstown and Developer Concerning Plaza Gardens of Johnstown

COUNCIL REPORTS AND COMMENTS

MAYOR’S COMMENTS

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at (970) 587-4664 within 48 hours prior to the meeting in order to request such assistance.

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Town of Johnstown

PROCLAMATION

Mental Health Awareness Month: May 2021

WHEREAS, Mental Health Awareness Month has been observed since 1949 to raise awareness of mental health conditions and the importance of mental health; and

WHEREAS, We are all affected by mental health; and

WHEREAS, 20% of Coloradoans live with mental illness – the third highest in the nation; and

WHEREAS, Colorado ranks 43rd out of 50 states with a higher prevalence of mental health issues and lower rates of access to care for adults; and

WHEREAS, In 2020 37% of Coloradoans reported symptoms of anxiety and/or depression

WHEREAS, Larimer County experiences a suicide every 5 days and it is the second leading cause of youth deaths; and

WHEREAS, Cost-effective and beneficial mental health systems of care must be expanded to meet the varying levels of care needed by the people being served; and

WHEREAS, Reduction of stigma, broad outreach and effective prevention efforts of mental health conditions and substance use disorders help improve lives; and

WHEREAS, Access to necessary medication, appropriate treatment; and responsive peer support helps prevent individuals from ending up in emergency rooms and jails; and

WHEREAS, People with lived experience of mental illness and/or substance use disorders get better, live in recovery, and provide invaluable knowledge of how to improve and transform systems of care, and

WHEREAS, it costs seven times more to incarcerate someone with mental illness than to treat them in the community; and

WHEREAS, there is strong and growing body of evidence that supports the cost-effectiveness and benefits to communities that have successfully implemented continuums of mental health care; and

THEREFORE, the Town Council hereby proclaims May 2021 as **Mental Health Awareness Month** in Larimer County. As Mayor, I also call upon the citizens, government agencies, public and private institutions, businesses, and school districts to commit our community to increase

awareness and understanding of mental health, and the need for appropriate and accessible treatment and care for all people who have mental health needs.

Dated this 3rd day of May, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST

By: _____

Gary Lebsack, Mayor

By: _____

Diana Seele, Town Clerk



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, April 19, 2021 at 7:00 PM

MINUTES

CALL TO ORDER

Mayor Lebsack called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

PRESENT

Mayor Gary Lebsack
Councilmember Chad Young
Councilmember Amy Tallent
Councilmember Jesse Molinar
Councilmember Kevin Lemasters
Councilmember Troy Mellon

ABSENT

Councilmember Damien Berg

Staff Present: Matt LeCerf, Town Manager, Avi Rocklin, Town Attorney, Marco Carani, Public Works Director, Sarah Crosthwaite, Economic Development Manager, Brian Phillips, Chief of Police

SPECIAL PRESENTATIONS

Veronica Schlagel and Stephanie Podtburg provided Council with a quarterly update from the Johnstown Downtown Development Association.

AGENDA APPROVAL

Motion made by Councilmember Lemasters, seconded by Councilmember Molinar. to approve the Consent Agenda. Motion carried with a roll call vote.

CONSENT AGENDA

Motion made by Councilmember Mellon, seconded by Councilmember Tallent to approve the Consent Agenda. Motion carried with a roll call vote

- Minutes - April 5, 2021
- Financial Statements – March 2021
- List of Bills
- Memorandum of Understanding for Public School Construction
- Resolution 2021-10, Amending the 2020 Budget for the Library Fund
- Second Reading- Ordinance No. 2021-195, an Ordinance to Renew an Electric Utility Franchise Agreement Between the Town of Johnstown, Colorado and United Power Inc.
- First Amendment to Subdivision Development and Improvement Agreement Concerning Johnstown Village, Filing No. 1

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April 19, 2021

PUBLIC HEARING

1. Public Hearing - Revere at Johnstown Filing #1, Preliminary and Final Subdivision Plat and Development Plan - The applicant Forestar Real Estate Groups, Inc. is requesting a combined approval for their Preliminary and Final Subdivision Plat and Development Plans for approximately 74 acres. The proposed Revere at Johnstown Filing No. 1 includes lots for 170 single family detached homes and 150 single family attached homes as well as pocket parks and a trail system within the common open space areas.

Mayor Lebsack opened the public hearing at 7:18 p.m. Representatives of the applicant was available to answer questions. Mr. Erik Carlson with Foster Graham Milstein & Calisher LLP representing the mineral rights owner, voiced concerns about receiving timely notice of the proposed development and making sure his client's interest to access the mineral rights are secured. Having no further comments, the public hearing closed 8:28 p.m. Motion made by Councilmember Mellon, seconded by Councilmember Young to approve Resolution 2021-11, Approving the Preliminary and Final Subdivision Plat and the Final Development Plan for Revere at Johnstown, Filing No. 1, Located in the North Half of Section 2, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, Consisting of Approximately 73.514 acres with the amendment to the resolution to remove reference for trailer, recreational vehicle and boat parking in the Final Development Plan. Motion carried with a roll call vote.

2. Public Hearing - Use by Special Review for Alternative Tower Structure for a 70 Foot "Monopine" for Verizon Wireless at 5360 Ronald Reagan Boulevard - This is a request from the applicant, Cellco Partnership, DBA Verizon Wireless for a Use by Special Review for a 70 foot tall Alternative Tower Structure to be located at 5360 Ronald Reagan Blvd on the Wingate Hotel Property. The tower will be camouflaged to appear more compatible with surrounding development in the form of a pine tree.

Mayor Lebsack opened the public hearing at 8:33 p.m. Representatives of the applicant was available to answer questions. Having no further public comments the public hearing closed at 9:17 p.m. Motion made by Councilmember Lemaster, seconded by Councilmember Molinar Jr. to approve Resolution 2021-12, Approving a Use by Special Review for Verizon Wireless for a 70 Foot Monopine Alternative Tower Structure on Property Located at Lot 1, Block 2, Replat of Lot 1, Block 2 2534 West First Filing, Town of Johnstown, County of Larimer, State of Colorado. Motion carried with a roll call vote.

3. Public Hearing First Reading - Ordinance No. 2021-196, an Ordinance Amending Chapter 6 of the Johnstown Municipal Code to Include Article XI, Outdoor Vendors - Ordinance 2021-196 amends Chapter 6 of the Municipal Code to include a new article related to Outdoor Vendors and to implement in the Ordinance rules and regulations governing outdoor vendors.

Mayor Lebsack opened the public hearing at 9:20 and having no public comments closed the hearing at 9:26 p.m. Motion made by Councilmember Molinar Jr., seconded by Councilmember Tallent to approve Ordinance No. 2021-196, an Ordinance Amending Chapter 6 of the Johnstown Municipal Code to Include Article XI Outdoor Vendors upon first reading. Motion carried with a roll call vote.

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April 19, 2021

4. Public Hearing – Ordinance 2021-197: An Ordinance Amending Section 17-230(A) Of the Johnstown Municipal Code Concerning Fees Imposed on Behalf of The Loveland Fire Rescue Authority - Ordinance 2021-197 amends the current impact fees charged, and provides for an increase to the impact fees assessed by Loveland Fire Rescue Authority for new construction within their territory. Based upon an updated nexus study that was prepared in January 2021, concluded the increase in the current impact fees was necessary to cover the projected impacts on capital facilities caused by proposed development.

Mayor Lebsack opened the public hearing at 9:29 p.m. Fire Chief Miller of the Loveland Fire Rescue Authority was present to answer questions. Having no public comments, the public hearing closed at 9:41 p.m. Motion made by Councilmember Young, seconded by Councilmember Tallent to approve Ordinance 2021-197 modifying the Loveland Fire Rescue Authority Impact Fee amending Section 17-230(A) as presented upon First Reading. Motion carried with a roll call vote.

NEW BUSINESS

1. Agreement Concerning Economic Development Between the Town of Johnstown And the Johnstown Downtown Development Association – This agreement concerns economic development between the Town of Johnstown and the Johnstown Downtown Development Association for fiscal year 2021. Motion made by Councilmember Tallent, seconded by Councilmember Molinar Jr. to approve the agreement between the Town of Johnstown and the Johnstown Downtown Development Association as presented. Motion carried with a roll call vote.

2. Purchase of Equipment for Water Treatment System Improvements to Address Taste and Odor of the Town's Drinking Water- This is a request to purchase multiple components to address taste and odor issues in the Town's water system. The Council appropriated funds in the FY 2021 budget to improve the taste and odor issue. Following the study by the consultant that was hired to assist staff with the proper system to control the taste and odor, the cost is \$1,744,000. A spreadsheet which provides an overview with costs of the improvements to the system was included in the packet. Motion made by Councilmember Tallent, seconded by Councilmember Lemasters to approve the purchase and installation of the presented items detailed in the attached spreadsheet to address taste and odor of the Town's drinking water which include the Granular Activated Carbon System, the Ultrasonic buoys, and improvements to the PAC at Lone Tree Reservoir. These items will necessitate a budget amendment to be presented to Council at a time determined by appropriate Staff prior to the close of fiscal year 2021. Motion carried with a roll call vote.

ADJOURN

The meeting adjourned at 9:57 p.m.



Town of Johnstown

**TOWN COUNCIL SPECIAL MEETING
450 S. Parish, Johnstown, CO
Monday, April 26, 2021 at 6:30 PM**

MINUTES

CALL TO ORDER

Mayor Lebsack called the meeting to order at 6:30 p.m. and led the Pledge of Allegiance.

ROLL CALL

PRESENT

Mayor Gary Lebsack
Councilmember Amy Tallent
Councilmember Jesse Molinar
Councilmember Kevin Lemasters
Councilmember Troy Mellon
Councilmember Damien Berg

Councilmember Young arrived late.

AGENDA APPROVAL

Motion made by Councilmember Tallent, seconded by Councilmember Berg to approve the Agenda.
Motion carried with a roll call vote.

EXECUTIVE SESSION

Motion made by Councilmember Berg, seconded by Councilmember Tallent to recess into Executive Session at 6:33 p.m. to obtain legal advice pursuant to C.R.S. § 24-6-402(4)(b) related to a potential new retail development. Motion carried with a roll call vote.

Mayor Lebsack reopened the meeting at 7:55 p.m.

ADJOURN

The meeting adjourned at 7:58 p.m.



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: May 3, 2021

SUBJECT: Water and Sewer Service Agreement – TL Venture Properties, LLC, for the Lanting Flex Building (4615 Venture Dr)

ATTACHMENTS: 1. Water and Sewer Service Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning and Development Director

ITEM DESCRIPTION:

The Developer, TL Venture Properties, LLC, has received approval of a site development plan for a 15,515 SF building, in the 2534 area, called the Lanting Flex Building, 4615 Venture Dr. The total estimated demand for potable water of 1.37 AF, and 0.33 AF for non-potable water for landscaping, have been reviewed by the town water engineer. This water has been allocated by the appropriate water banks for potable and non-potable use – see Exhibit B of the agreement. The required water court transfer fee was paid to the Town previously.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:

Approve the Water and Sewer Service Agreement for TL Venture Properties, LLC.

Reviewed and Approved for Presentation,

Town Manager

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WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this ____ day of _____, 2021, by and between **TL VENTURE PROPERTIES, LLC**, a Colorado limited liability company (“Developer”) and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Developer owns an interest in land known as Lot 16, Block 10, 2534 Filing No. 6, also known as 4615 Venture Drive, Johnstown, Colorado, comprising 1.63 acres, more-or less, and more specifically described in the attached Exhibit A (“Subject Property”); and

WHEREAS, the Subject Property has been annexed to the Town and was the subject of an Annexation Agreement dated November 3, 2006; and

WHEREAS, the Subject Property is being developed as a flex space building to be divided into 1 to 4 rentable units consisting of a total of 15,515 ft² of office and warehouse space, 3,155 ft² (0.07 acres) of irrigated turf grass, 6,702 ft² (0.15 acres) of xeric-irrigated planting beds, and 4,313 ft² (0.10 acres) of seeded Buffalo grass that will be irrigated until growth can be sustained without irrigation, known as the Lanting Flex Building (“Project”); 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 (“Ordinance”), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Project. Said analysis was received by the Town and is on file with the Town and, as modified by the Town’s Water Engineer by memorandum dated March 22, 2021, is hereby accepted by the Town. The analysis provided by Developer addresses the projected water and sewer demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	1.04	0.05
Permanent Landscape Irrigation (non-potable)	0.33	0.28
Total	1.37	0.33

2. Water Rights Dedication.

a. Potable Supply. As a result of prior dedications of raw water credit, there is currently a surplus dedication credit with the Town sufficient to supply the potable water demands of the Project from the 2534 Master Association Water Bank. The Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the potable water demands of the Project. Evidence of the agreement is attached hereto and incorporated herein by reference as Exhibit B.

b. Non-Potable Supply. As a result of prior dedications of raw water credit, there is currently a surplus dedication credit with the Town sufficient to supply the non-potable water demands of the Project from the 2534 Master Association Water Bank. The Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the non-potable water demands of the Project. Evidence of the agreement is attached hereto and incorporated herein by reference as Exhibit B.

c. Temporary Non-Potable Supply. The landscape plans submitted as part of the Project identify 4,313 ft² (0.10 acres) of seeded Buffalo grass that will be temporarily irrigated until growth can be sustained without irrigation ("Temporary Irrigation Area"). Pursuant to the Temporary Irrigation Agreement executed between the Developer and the 2534 Master Association, a Colorado nonprofit corporation, as evidenced by Exhibit B, the Developer shall be entitled to temporarily irrigate the Temporary Irrigation Area. Unless the Temporary Irrigation Agreement provides otherwise, Developer agrees to cease irrigating the Temporary Irrigation Area within two years of the date of this Agreement or once the vegetation is successfully established, whichever is earlier, and to disconnect the irrigation system at such time.

3. Commitment to serve. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 1.04 acre-feet per year of potable water supply together with the corresponding sewer service, up to .33 acre-feet per year non-potable water supply for landscape irrigation and a temporary non-potable water supply as stated in paragraph 2.c.

4. Future review of water usage and dedication requirements. In accordance with the Ordinance, the Town reserves the right to review actual water usage within the Project at a point in time after water usage has been established, to confirm the adequacy of the water demand projections made by the Developer and to require additional water rights dedication and/or cash-in-lieu payments based on actual water usage.

5. Payment of Water Court Transfer fees. The Water Court transfer fee for both the potable water supply and non-potable water supply was previously paid to the Town as part of the 2534 Master Association Water Bank. However, in accordance with the Ordinance, additional fees may 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 Ordinance.

6. Notices. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered, mailed postage prepaid, certified mail, return receipt requested, or sent by electronic mail on the condition that the recipient acknowledges receipt thereof, as follows:

TO DEVELOPER:

TL Venture Properties, LLC
P.O. Box 58
Timnath, CO 80547
Attn: _____
Email: _____

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534
dseele@townofjohnstown.com

**WITH A COPY TO
THE TOWN ATTORNEYS:**

Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538
avi@rocklinlaw.com

Peter J. Ampe
Hill & Robbins, P.C.
1660 Lincoln St., Suite 2720
Denver, CO 80264
peterampe@hillandrobbsins.com

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

7. Default. In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after a ninety-day period, either Party may then commence a legal action, and shall be entitled to such remedies as are provided by law, including the Town's ordinances.

8. 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.

9. 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.

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

11. 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.

12. 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.

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

14. Choice of laws. This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any claim, proceeding or action shall be in Larimer or Weld County, State of Colorado.

15. Entire agreement and Authorization. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement. Each of the undersigned represents to the others that he/she is authorized by his/her respective entity to execute this Agreement on behalf of that entity.

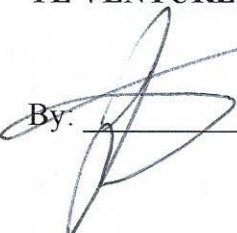
16. No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, 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. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and 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.

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

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

Signatures follow

TL VENTURE PROPERTIES, LLC

By: Title: Manager

STATE OF COLORADO)
) ss
 COUNTY OF LARIMER)

SUBSCRIBED AND SWORN to before me this 24th day of March, 2021 by
Thomas James as Manager for TL Venture Properties, LLC.
Laurel King

Witness my hand and official seal.


 Notary Public

JONATHAN ALEXANDER COLE NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20214002667 My Commission Expires: January 20, 2025
--

1540 Main St. Ste. 218 Windsor, 80550
 Address
970-686-2211
 Telephone

My Commission Expires: 01-20-2025

TOWN OF JOHNSTOWN, COLORADO,
 a municipal corporation

By: _____
 Gary Lebsack, Mayor

ATTEST:

By: _____
 Diana Seele, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

LOT 16, BLOCK 10 2534 FILING NO 6
LOCATED IN PART OF THE SOUTHEAST QUARTER OF SECTION 14 TOWNSHIP 5 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

EXHIBIT B

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 Partnership, LLLP and Thompson Ranch Development Company raw water credit account held by the Town of Johnstown, known as the "2534 Master Association Water Bank," to provide water service to TL Venture Properties, LLC, a Colorado limited liability company ("Owner"), for the development known as the Lanting Flex Building (the "Development") and any successor occupant of the premises pursuant to a Water and Sewer Service Agreement ("WSSA") to be executed between Owner and the Town ("Permanent Water Service"); and to provide temporary non-potable water service to the Owner for the Development and any successor occupant of the premises for the temporary irrigation of native grasses pursuant to a separate agreement by and between the Owner and the 2534 Master Association, a Colorado nonprofit corporation ("Temporary Non-Potable Service"). The amount of such allocated raw water credit is calculated to be 1.04 acre-feet per year for potable in building use and 0.33 acre-feet per year for non-potable irrigation use, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement and the Johnstown Municipal Code.

The premises referenced herein are described on Exhibit A to the WSSA.

The undersigned certify that they are authorized to execute this Raw Water Allocation Acknowledgment on behalf of Gerrard Family Partnership, LLLP and Thompson Ranch Development Company.

THE GERRARD FAMILY PARTNERSHIP, LLLP



Nathan Gerrard, Managing Partner
The Gerrard Family Limited Partnership, LLLP

Dated: 4/13/2021

THOMPSON RANCH DEVELOPMENT COMPANY



Todd Williams, Vice President
Thompson Ranch Development Company

Dated: 4/13/2021



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: May 3, 2021

SUBJECT: Second Reading - Ordinance No. 2021-196: An Ordinance Amending Chapter 6 of the Johnstown Municipal Code to Include Article XI, Outdoor Vendors

ACTION PROPOSED: Consider Final Approval of Ordinance No. 2021-196

ATTACHMENTS: 1. Ordinance 2021-196
2. Outdoor Vendor Policy

PRESENTED BY: Kim Meyer, Town Planner
Diana Seele, Town Clerk

Enclosed for review and consideration is Ordinance No. 2021-196, an ordinance amending Chapter 6 of the Johnstown Municipal Code to include Article XI, Outdoor Vendors.

Due to the recent interest in mobile food trucks in the Town, Town Staff is recommending that the Town Council adopt an ordinance related to outdoor vendors in order to regulate the sale of goods and services within the Town, support and enhance the Town's business community and ensure appropriate activities and uses within the various commercial areas and residential neighborhoods in the Town. With limited exception as set forth in the ordinance, outdoor vendors are defined to include any person, whether as owner, agent, consignee or employee, who sells or attempts to sell, or who offers to the public free of charge, any services, goods, wares or merchandise in the Town.

The proposed regulations require outdoor vendors to submit an application to the Town Clerk at least 14 days prior to operation, which will require, among other matters, that the applicant: (i) describe the type of vending operation, the period of time for the vending operations and the designated location of the vending operations; (ii) provide a certificate of insurance and county health department permits; and (iii) pay a license fee in the amount that shall be set forth in the

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Town Fee Schedule. If the application is approved, the Town Clerk will issue an outdoor vendor license to the applicant.

Once issued, the Town staff has discretion to temporarily suspend or revoke the outdoor license based on a licensee's failure to comply with the terms of the license, the ordinance or other pertinent reasons. Any suspension or revocation is subject to an appeal process, including, ultimately, an appeal to the Town Council.

The ordinance also provides that the Town Manager has authority to implement policies and procedures related to outdoor vendors. A copy of the proposed outdoor vendor policy is included herewith. The policy sets forth matters regarding the operations of, and restrictions relating to, the outdoor vending business, including the permissible hours and locations of the vending operations, to ensure that vending occurs in a reasonable manner that respects existing neighborhoods and businesses.

LEGAL ADVICE:

The ordinance presented was drafted by the Town Attorney.

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION:

Approve the Ordinance as presented upon second reading.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2021 -196

AN ORDINANCE AMENDING CHAPTER 6 OF THE JOHNSTOWN MUNICIPAL CODE TO INCLUDE ARTICLE XI, OUTDOOR VENDORS

WHEREAS, the Town of Johnstown, Colorado is a municipal corporation duly organized and existing under its Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado; and

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

WHEREAS, Chapter 6 of the Johnstown Municipal Code regulates licensing in the Town; and

WHEREAS, to regulate the sale of goods and services within the Town, support and enhance the Town's business community and ensure appropriate activities and uses within the various commercial areas and residential neighborhoods in the Town, the Town Council desires to adopt policies and procedures regulating outdoor vendors and the use of food trucks and pushcarts in the Town; and

WHEREAS, the Town Council finds that it is in the best interest of the Town of Johnstown to amend Chapter 6 of the Johnstown Municipal Code to include Article XI, Outdoor Vendors.

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

Section 1. Chapter 6 of the Johnstown Municipal Code shall be amended to include Article XI, Outdoor Vendors, and shall read as follows:

ARTICLE XI OUTDOOR VENDORS

Sec. 6-200 Purpose; administration.

- (a) The permitting of outdoor vendors is intended to regulate the sale of goods and services within the Town to support and enhance the Town's vibrant business community and ensure appropriate activities and uses within the various commercial areas and residential neighborhoods within the community.
- (b) The Town Manager is hereby delegated authority to implement rules and regulations governing outdoor vendors that are not inconsistent with the provisions of this Article. Such rules and regulations shall be on file and available for public examination in the office of the Town Clerk.

Sec. 6-201 - Definitions.

For the purposes of this Article, the following terms shall have the following meanings ascribed to them:

Food shall mean any edible item intended for human consumption, including beverages.

Mobile food truck shall mean a legal, licensed motorized wheeled vehicle or towed, wheeled trailer designed and equipped to prepare and/or serve food from the interior of the truck or trailer.

Outdoor vendor shall mean any person, whether as owner, agent, consignee or employee, who sells or attempts to sell, or who offers to the public free of charge, any services, goods, wares or merchandise, including, but not limited to, food or beverage, from any approved outdoor location, except that outdoor vendor shall not include a person who:

- (1) Vends from private non-residential property where the same or similar services or goods are also offered on a regular basis from an indoor location on such premises;
- (2) Vends directly and exclusively to manufacturers, wholesalers, or retailers for the purpose of resale;
- (3) Vends by or on behalf of the Town or at an outdoor event sponsored by the Town;
- (4) Vends from property owned by the Town, if such vending is pursuant to a concession agreement or other agreement with the Town;
- (5) Vends at a garage or yard sale at a residence held outside or within a garage or residential accessory building;
- (6) Vends outdoor transportation services as a public utility under a certificate of public convenience and necessity issued by the Colorado Public Utilities Commission or as a provider of public transportation by or on behalf of a governmental agency;
- (7) Vends by or on behalf of any public or private school;
- (8) Delivers preordered packaged food; or
- (9) Vends pursuant to a Town-issued special events permit.

Outdoor Vendor Policy shall mean a policy setting forth rules and regulations adopted by the Town Manager regulating the activities of outdoor vendors and the use of mobile food trucks and pushcarts in the Town.

Packaged shall mean bottled, canned, cartoned, securely bagged or securely wrapped, whether packaged in a food establishment or a food processing plant. Packaged shall not include a product in a wrapper, carry-out box or other nondurable container used to protect food during the service and receipt of the food by the consumer.

Private property shall mean any location that is not a public facility, right-of-way, park, plaza, street, alley or sidewalk.

Pushcart or *cart* shall mean a mobile vending cart or pushcart that is not motorized or attached to a vehicle and is designed to vend from the exterior of the unit. A pushcart or cart may not exceed ten (10) feet in length (excluding the length of any trailer hitch), four (4) feet in width, and eight (8) feet in height; carts larger than these dimensions shall be considered mobile food trucks for the purposes of this Article, when vending food and beverage items.

Vend or *vending* shall mean the sale, attempt to sell, or offering to the public of any services, goods, wares or merchandise.

6-202 - Licenses required.

- (a) An outdoor vendor shall obtain an outdoor vendor license for each mobile food truck, vehicle, pushcart or other outdoor point-of-sale structure used to vend the sale of goods and services in compliance with the provisions of this Article.
- (b) An outdoor vendor shall obtain and maintain all licenses or permits required by fire districts, health departments, and county, state, or federal governments.

6-203 - Application for license; insurance; term; fee.

- (a) The Town Clerk shall create an application for an outdoor vendor license. The form of application shall be posted on the Town's website and be readily available to the public. In addition to the information required in the application, the Town Clerk may request and require any other information necessary to consider the request for an outdoor vendor license.
- (b) An application for a license shall be submitted to the Town Clerk no less than ten (10) business days prior to the first day of proposed operation.
- (c) If intending to operate on any public street or public property, an outdoor vendor shall obtain and maintain general liability, automobile, and workers compensation insurance, in the amount required in the application, shall provide certificates of insurance to the Town with the application, and, except for workers compensation, name the Town as an additionally insured party.
- (d) A request for a modification of an existing license to add new locations or modify other license restrictions or conditions, as applicable, shall be submitted to the Town Clerk and shall meet all of the requirements and be reviewed in the same manner as an application for a license hereunder.
- (e) Each license shall be valid for the then-current calendar year and, assuming compliance with this Article and the Outdoor Vendor Policy, may be renewed on January 1 of each year thereafter.
- (f) An applicant shall pay a license fee for the issuance, modification, or renewal of an outdoor vendor license in an amount determined by resolution of the Town Council in the Town Fee Schedule. The license fee shall be due and payable with the submission of the application and shall be returned if an outdoor vendor license is not issued.

6-204 - Review and approval of application.

- (a) The Town Clerk shall timely review each outdoor vendor license application and make a determination as to whether the application contains the required information and, if so, whether the issuance of a license is consistent with the requirements of this Article and the Outdoor Vendor Policy and compatible with the public interest. In making such determination, the Town Clerk, in consultation with Town staff as appropriate, shall consider, among other appropriate factors:
 - (1) The degree of congestion of any public right-of-way that may result from the proposed use and the design and location of any operating locations on private property, including the probable impact of the proposed use on the safe flow of vehicular and pedestrian traffic. Factors to be considered shall include, but not be limited to, the width of streets and sidewalks, pavement type, the volume of traffic, and the availability of off-street and on-street parking;
 - (2) The proximity, size, design and location of existing street fixtures and furniture at or near the specified locations, including, but not limited to, signposts, lampposts, bus stops, benches, telephone booths, planters and newspaper vending devices;

- (3) The probable impacts to a neighborhood, commercial, district, or sensitive or historic area that may result from noise, odors, congestion of a street or gathering place;
 - (4) The probable impacts of the proposed use on the maintenance, care and security of the specified location, if location is on public property or right-of-way;
 - (5) The level and types of outdoor vendor activity already licensed for the specific location(s) proposed in the application; and
 - (6) Whether the proposed use conforms to the zoning requirements of the specified location.
- (b) If the Town Clerk determines that the issuance of a requested outdoor vendor license would be consistent with the requirements of this Article and with the requirements of the Outdoor Vendor Policy, with or without additional conditions, the Town Clerk shall issue the license, subject to any such conditions. If the Town Clerk determines that the issuance of an outdoor vendor license would not be consistent with the requirements of this Article or the Outdoor Vendor Policy, the Town Clerk shall notify the applicant of his or her determination in writing, with an explanation of the reasons for such denial.

6- 205 – Temporary suspension due to changed conditions.

The Town Clerk may suspend the vending operation of any licensee or all licensees at any designated location if the Town Clerk, in consultation with appropriate Town staff, determines that the licensed activity in such location no longer meets the requirements of this Article or the Outdoor Vendor Policy due to construction activity or other changed conditions affecting public health, safety, or welfare. In such event, the Town Clerk shall provide written notice to the affected licensee(s) of the temporary suspension of the license(s). The authorization to resume operations in such location shall not be reinstated until such time, if at all, as the Town Clerk provides additional written notification. A temporary suspension as contemplated herein shall not extend the term of the affected license(s).

6-206 - Revocation or nonrenewal.

The Town Clerk, in consultation with appropriate Town staff, may, by providing written notice to the licensee, temporarily suspend, permanently revoke or decline to renew any outdoor vendor license if the Town Clerk determines that any of the following have occurred:

- (a) The application contained fraud, misrepresentation or a false statement of fact;
- (b) The licensee makes a fraudulent or false representation of fact in the course of business operations under the license;
- (c) The licensee fails to remit sales tax due and owing to the Town;
- (d) The licensee fails to operate or supervise operations conducted under the license to ensure the licensed activities comply with the terms of the license, the provisions of this Article and the Outdoor Vendor Policy;
- (e) The licensee authorizes, condones, or knowingly tolerates unlawful vending operations or any operation conducted in such a manner as to constitute a menace to the health, safety, or general welfare of the public;
- (f) The licensee fails to maintain the required insurance; or
- (g) The licensee's activities are not in compliance with this Article, the Outdoor Vendor Policy or any other provision of the Code.

6-207. - Appeal.

- (a) Any person aggrieved by the action of the Town Clerk as set forth in this Article, may, within ten (10) days of receipt of written notice from the Town Clerk, file a written appeal to the Town Manager. The Town Manager shall thereafter promptly review the appeal and, after taking action that the Town Manager deems appropriate, provide written notification to the licensee affirming the Town Clerk's decision, affirming the Town Clerk's decision with conditions, or reversing the Town Clerk's decision.
- (b) Within ten (10) days of receipt of written notice from the Town Manager, the licensee may appeal the Town Manager's decision to the Town Council by providing written notice to the Town Clerk. The Town Clerk shall thereafter, as soon as reasonably practicable, set a hearing before Town Council. The Town Council's decision shall be final and conclusive.
- (c) For purposes of this section, written notice shall be deemed received upon hand delivery, delivery of electronic mail correspondence containing the written notification, on the condition that the recipient acknowledges receipt of the electronic mail, or three (3) days after placing the written notification in the U.S. Mail. Written notice to the licensee shall, if delivered by U.S. Mail, be sent to the licensee's last known address, which, unless the licensee otherwise notifies the Town, shall be the address contained on the application.

6-208. – Violation; cumulative remedies.

- (a) Any person who violates any provision of this Article or the Outdoor Vendor Policy may be punished in accordance with the provisions of Article IV of Chapter 1 of the Code.
- (b) No remedy provided herein shall be exclusive, but the same shall be cumulative. The taking of any action permitted by this Article shall not preclude or prevent the taking of other action, including the filing a charge or conviction of a violation of this Article in the Municipal Court.

Section 2. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 3. Code revisions. Minor changes such as the format and other changes to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content will be altered by such changes.

Section 4. Publication; Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town's Home Rule Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance shall be available at the office of the Town Clerk.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the
Town Council of the Town of Johnstown, Colorado, this _____ day of _____,
2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

OUTDOOR VENDOR POLICY
(per JMC Chapter 6, Article XI) – V3.25

I. DEFINITIONS

Unless otherwise defined here, the definitions contained in Article XI of Chapter 6 of the Johnstown Municipal Code shall apply. For purposes of this Outdoor Vendor Policy, the following terms shall have the following meanings:

Blockface shall mean one street-facing side of a block between street intersections.

Commissary shall mean a commissary that is approved as such under the laws and regulations of the State and County that govern retail food establishments.

Commissary-prepared shall mean fully prepared, cooked, and assembled in a licensed commissary, without further preparation, cooking, or no to minimal assembly after leaving said commissary. Heating and cooling of commissary-prepared foods is permitted.

Construction mobile food vendor shall mean any mobile food vendor operating in any construction location from a mobile food truck or pushcart with the intent of making temporary stops to service construction workers.

Mobile food vendor shall mean an outdoor vendor who sells and serves food and/or nonalcoholic beverages from a mobile food truck, pushcart or other nonpermanent location.

Neighborhood mobile food vendor shall mean a mobile food vendor operating in a predominantly residential area or any residential zoning district from a mobile food truck or pushcart with the intent of making temporary stops to service residents in the immediate neighborhood.

II. OUTDOOR VENDOR OPERATIONS AND RESTRICTIONS

The following operations and restrictions shall apply to outdoor vendors.

- (a) No licensee may use for the purpose of on-site storage, display or sale, any mobile food truck, vehicle, pushcart, kiosk, not described on the face of the license.
- (b) Mobile food trucks, vehicles, pushcarts, structures or devices shall be located only:
 - (1) In a legal parking space that is:
 - a. An on-street parking space that is parallel to an adjacent walkway or landscape area suitable and safe for pedestrians; or
 - b. On private property, in a manner that complies with applicable parking regulations set forth in the Code and does not substantially reduce the required parking of the primary use on the site (not more than 20% of spaces);
 - (2) In such a manner as to maintain safe movement of vehicular and pedestrian traffic, parking lot circulation, and ADA access;
 - (3) In locations that are no more than twelve (12) inches from a curb or edge of the travel lane, or in designated off-street parking areas;
 - (4) No less than twenty-five (25) feet from any street intersection, if on a public or private drive or street; and
 - (5) In locations that are at least three hundred (300) feet from the entrance to any public or private elementary, middle, or high school, without written permission from the school or district.
- (c) No licensee shall operate during the hours of 10:00 p.m. to 5:00 a.m. in non-residential areas, or 8:00 p.m. to 8:00 a.m. within three hundred (300) feet of any residential structure, and must remove any non-operational mobile food truck, vehicle, pushcart, kiosk, table, chair, stand, box, container or other structure or display device from the location during those hours and anytime the license is not actively operating.

- (d) No licensee shall park or operate at any single public or private location for more than eight (8) hours in a 24-hour period. Screened storage vehicle parking on a private lot is permitted at any time, such that any vehicle, cart, container and associated signage is clearly stored and not visible from adjacent properties, drives, or rights-of-way.
- (e) Every licensee must obtain the written consent of the property owner to operate on any private property. If operating under a Special Event Permit, these requirements may not be applicable.
- (f) No licensee may provide drive-in or drive-through services. If operating under a Special Event Permit, these requirements may not be applicable.
- (g) Each licensee who, during the course of its licensed activities, operates within or enters upon a public right-of-way or publicly owned property shall maintain liability insurance in an amount and type to be set annually by the Town in writing with proof of the same to be presented at the time of submission of the application. Any licensee who fails to provide proof of such insurance shall be prohibited from operating within or entering upon such property. If operating under a Special Event Permit, these requirements may not be applicable.
- (h) Each licensee shall pick up and dispose of any paper, cardboard, wood or plastic containers, wrappers or any litter or debris which is deposited within twenty-five (25) feet of the designated location or within twenty-five (25) feet of the point of any sale or transaction made by the licensee if the radius of the designated location exceeds twenty-five (25) feet. The licensee shall provide a suitable container for the placement of such litter by customers or other persons, and be responsible for removal of all such debris from the site.
- (i) Each licensee shall maintain in safe condition any mobile food truck, vehicle, pushcart, structure, or device, so as not to create an unreasonable risk of harm to the person or property of others.
- (j) No licensee shall leave unattended any mobile food truck, vehicle, pushcart, structure, or device.
- (k) Each licensee shall prominently display the outdoor vendor license issued by the Town in a location readily visible to the public on each mobile food truck, vehicle, pushcart, structure, or device.
- (l) Each licensee operating in an on-street location, public or private, must vend only from an adjacent paved sidewalk or safe landscape area, and not from the street-side or adjacent parking spaces.
- (m) Each licensee shall comply with the provisions of all applicable ordinances of the Town as well as the requirements of all state and federal laws, including, but not limited to, Town noise restrictions, sign regulations, limitations on discharge of liquid waste, sales and use tax requirements and food safety and other related requirements established by State or County regulation.
- (n) Each licensee shall have an affirmative and independent duty to determine the safety and suitability of any particular stopping point or location of operation, both in general and at any particular time and to operate in a manner reasonably calculated to avoid and prevent harm to others in the vicinity of the licensee's operations, including, but not limited to, potential and actual customers, pedestrians, and other vendors or vehicles.
- (o) No licensee shall stop to vend within five hundred (500) feet of another vendor.
- (p) No licensee shall stop to vend food or beverages within one hundred (100) feet of the front entrance of an established restaurant without dated written permission from the manager or owner of that establishment.
- (q) The following additional requirements shall apply to particular types of outdoor vendor licensees, as specified. These categories relate to operations of the business and are not exclusive. One outdoor vendor may fit into more than one category in a given day:
 - (1) PUSHCART vendors shall:
 - a. Vend only on private lots, or on sidewalks in locations where parallel parking is allowed;
 - b. Vend only food and nonalcoholic beverages that are commercially-packaged or commissary-prepared.
 - c. Limit the time in any one location, within a twenty-four (24) hour period, to:
 - 1. Eight (8) hours on any particular non-residential private lot;

2. Two (2) hours on any particular residential private lot; or
 3. Two (2) hours on any particular blockface if vending on a public sidewalk or space; and
 - d. Not cause undue obstruction of any public sidewalk.
- (2) CONSTRUCTION mobile food vendors shall:
- a. Only operate on or immediately adjacent to lots where new, active construction is taking place;
 - b. Not stop to vend for more than two (2) hours within an eight (8) hour period; and
 - c. Not stop to vend in residential areas that have less than three (3) single family dwellings being constructed within a 500 hundred (500) foot radius.
- (3) NEIGHBORHOOD mobile food vendors shall:
- a. Vend only on streets in locations in residential use areas where parallel parking is allowed;
 - b. Vend only in locations that are sited at least fifty (50) feet from the edge of the nearest residential driveway(s) along the same blockface;
 - c. Vend only food and nonalcoholic beverages; and
 - d. Not stop to vend for more than fifteen (15) minutes in any particular cul-de-sac, or on any particular blockface; and not stop to vend for more than two (2) hours in any location adjacent to a public or private park or open space area or park owned by the homeowners' association or metropolitan district, that space being at least twenty-five (25) feet wide where it meets the street or sidewalk, unless dated, written permission by the respective association or district has been granted for up to four (4) hours in a single location.
- (4) ALL MOBILE FOOD vendors shall, in addition to specific operational and locational requirements in subsections (1)-(3) above:
- a. Vend only on lots in non-residential use areas or on streets in locations in residential use areas where parallel parking is allowed, that meets all other locational criteria of this Policy;
 - b. Vend only food and nonalcoholic beverages;
 - c. Permanently affix or paint all signage on the mobile food truck, with no sign, flags, or banners in or alongside street right-of-way or across roadways, except as allowed in subsection (d); and
 - d. Utilize only weighted A-frame/sandwich board signs; maximum of six (6) SF of total area per sign face; maximum of one such sign per location; securely anchored to the ground; located within ten (10) feet of the vehicle used; may not obstruct ADA access or access to any public walk or right-of-way.
- (5) Outdoor vendors of miscellaneous goods and services, not food or transportation services, shall operate only on lots in non-residential use areas.
- (6) Outdoor vendors of TRANSPORTATION services shall:
- a. Operate in accordance with all local, state, and federal traffic laws and regulations;
 - b. Limit stopping, parking, or standing in street rights-of-way or alleys so as to avoid delay or any obstruction of traffic; and
 - c. Operate so as to avoid obstruction of pedestrian traffic and not on sidewalks.



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: May 3, 2021

SUBJECT: Second Reading: Ordinance No. 2021-197, an Ordinance Amending Section 7-230(A) Of The Johnstown Municipal Code Concerning Impact Fees Imposed On Behalf Of The Loveland Fire Rescue Authority

ACTION PROPOSED: Consider Final Approval of Ordinance No. 2021-197

ATTACHMENTS: 1. Ordinance 2021-197

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is Ordinance 2021-197 which would amend the current impact fees charged, and provide for an increase to the impact fees assessed by Loveland Fire Rescue Authority (LFRA) for new construction within their service territory. Recently, LFRA embarked on an update to its impact fees and during First Reading Chief Miller presented an overview of the merits to increase the fees. The impact fees which as previously mentioned are charged when a new construction building permit is issued are used for capital projects to meet increased demands in LFRA's service area.

The last time fees were increased, specifically those associated with LFRA, was in March 2015. You may also recall that in December 2018, Town Council approved impact fees for Front Range Fire Rescue. The fees proposed for adoption this evening, are slightly less than those that were approved for Front Range Fire Rescue in 2018. The City of Loveland has adopted these fees already, and it is the intent of LFRA to present in the near future to Larimer County to request their support of the new fee adoption in the interest of uniformity.

LEGAL ADVICE:

The Ordinance enclosed was drafted by the Town Attorney.

FINANCIAL ADVICE:

The Community That Cares

www.TownofJohnstown.com

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

Not Applicable.

RECOMMENDED ACTION: Approve the Ordinance as presented upon second reading

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2021- 197**

**AMENDING SECTION 17-230(a) OF THE JOHNSTOWN
MUNICIPAL CODE CONCERNING IMPACT FEES IMPOSED
ON BEHALF OF THE LOVELAND FIRE RESCUE AUTHORITY**

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

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

WHEREAS, impact fees are one-time payments that fund the construction and expansion of public facilities needed to accommodate new development, as determined by level of service standards, with the intent being that new development pay for its proportionate share of the capital costs of additional infrastructure capacity needed to serve the new development; and

WHEREAS, pursuant to C.R.S. § 29-20-104.5 (“Impact Fee Act”), Town has the authority to impose an impact fee as a condition of issuance of a development permit to fund expenditures incurred by fire and emergency services providers for capital facilities needed to serve new development and a fire and emergency services provider is thereafter authorized to receive and spend the impact fees imposed by the Town for the purposes described in the Impact Fee Act; and

WHEREAS, the Loveland Fire Rescue Authority (“Authority”) is a public entity of the State of Colorado established by the City of Loveland and the Loveland Rural Fire Protection District on August 19, 2011 pursuant to that certain Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity; and

WHEREAS, the Authority was established to provide fire protection, rescue and emergency services, as well as other services, to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction, which includes property lying within the Town’s jurisdictional boundaries, and is thus a fire and emergency services provider as contemplated by the Impact Fee Act; and

WHEREAS, by Ordinance No. 2018-151, based on a request from the Authority and pursuant to a nexus study dated October 19, 2017 that evaluated the nexus between new development within the Authority’s jurisdictional boundaries and the projected impact that such development had on the Authority’s Capital Facilities (“Nexus Study”), the Town agreed to impose an impact fee on the Authority’s behalf; and

WHEREAS, concurrently therewith, the Town and the Authority entered into an Intergovernmental Agreement for the Assessment, Collection and Remittance of Emergency Services Impact Fees with the Authority dated February 5, 1998 (“IGA”); and

WHEREAS, pursuant to the IGA, the Authority agreed to update the Nexus Study no less frequently than every three years to ensure, among other requirements, that the impact fees remain reasonably related to the impacts of both new residential and non-residential development on the Authority’s capital facilities; and

WHEREAS, on or about January 13, 2021, the Authority obtained an of an updated nexus study prepared by BBC Research & Consulting, Inc. (“Updated Nexus Study”); and

WHEREAS, the Updated Nexus Study quantified the reasonable impacts of both new residential and non-residential development on the Authority’s capital facilities at a rate no greater than necessary to defray the impacts directly related to development within the jurisdictional boundaries of the Authority and concluded that the following impact fees are warranted: \$1,000.00 per single family home, \$692.00 per multi-family home, \$0.60 per square foot of commercial and \$0.12 per square foot of industrial; and

WHEREAS, on January 27, 2021, the Authority’s Board of Directors adopted a Resolution approving the updated impact fee schedule at the levels set forth in the Updated Nexus Study, upon adoption of such updated impact fee schedule by the governing bodies of the municipalities and county served by the Authority; and

WHEREAS, on April 19, 2021, the Authority presented the findings of the Updated Nexus Study to the Town Council and requested that the Town Council adopt the updated impact fee schedule; and

WHEREAS, after duly considering the Authority’s request, the Town agreed to impose the updated impact fee schedule on the Authority’s behalf; and

WHEREAS, the updated impact fees herein described are legislatively adopted, generally applicable to broad classes of property and, based on the Updated Nexus Study, no greater than necessary to defray the projected impacts on capital facilities caused by proposed development; and

WHEREAS, based on the foregoing and based on the Updated Nexus Study, the Town Council desires to amend Section 17-230(a) to modify the impact fees imposed on behalf of the Authority.

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

Section 1. Section 17-230(a) of the Johnstown Municipal Code shall be amended to read as follows:

Sec. 17-230. Fire and emergency services provider facilities development fee.

(a) Loveland Fire Rescue Authority. All residential and nonresidential development within the jurisdictional boundaries of the Loveland Fire Rescue Authority shall be subject to the payment of a fire and emergency services provider facilities development fee at the time of building permit issuance, pursuant to this Section and Sections 17-216 through 17-223 as follows:

Residential	
Unit Type	Fee Per Dwelling Unit
Single Family	\$1,000.00
Multifamily	\$692.00
Nonresidential	
Use Type	Fee Per Square Foot
Commercial	\$0.60
Industrial	\$0.12

Section 2. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 3. Code revisions. Minor changes such as the format and other changes to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content will be altered by such changes.

Section 4. Publication; Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town's Home Rule Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance shall be available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: May 3, 2021

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

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

- 05/15/2021 – Council Retreat - Tentative
 - 05/17/2021 – Regular Town Council Meeting
 - 06/07/2021 – Regular Town Council Meeting
-

Administration, Finance, & Planning

- *Johnstown Lowdown May Edition* – The monthly newsletter (May Issue) is out and available for review at johnstown.colorado.gov/newsletter. As a reminder, this newsletter is a longer, printed booklet style of newsletter with the intent of providing residents and those interested in the Town with more month-of information and resources for finding information. Anyone is welcome to sign up to get the newsletter direct to their email by signing up at the link above or they can view the printed edition of the newsletter at Town Hall (at this time, printed is sent out with the utility bill).
- *Upcoming Johnstown Events* – The Communications Office has been in touch with the organizers for a few upcoming events and initiatives in May and June and is working on communications and outreach regarding road closures, community opportunities or other items relevant to residents regarding these events.

The Community That Cares

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- *Planning & Zoning Commission* – On April 14, the PZC held a hearing on The Granary Preliminary Plat which will be presented to Council in May. PZC has a hearing set for April 28, to consider the Purvis Farms ODP for 108 acres.
- *Johnstown Cash Program* – As of April 22, 48 businesses are currently signed up and over \$18,000 has been redeemed by businesses. The finance department has begun issuing reimbursement checks and will continue to do so every 15-30 days.
- *JDDA* – Staff attended the JDDA meeting on April 13 and was able to provide JDDA members information about local resources available to them and discuss long term goals for the downtown corridor. The JDDA also announced upcoming events they're hosting and a mass mailer being sent to residences to better promote the downtown corridor.
- *Economic Development* – The ED Department webpage is now live on the Town's website and features available business resources, programs, and services. Additionally, the façade grant has now been moved to the ED department webpage and the ED Manager will serve as the point of contact for applicants moving forward. More pages and links to come!
- *Water Resource Discussion* – The Town plans to engage with the neighboring water delivery companies to discuss opportunities to partner and work together collaboratively to ensure each entity has a sustainable and resilient water system for its customers.
- *LTWD IGA* – The Town is beginning discussions of updates to the Town and Little Thompson Water Districts IGA. If there are elements you want considered or updated in the IGA, please let the Town Manager know.

Police Department

Training

- *Ethics Training* – The entire department received ethics training.
- *De-Escalation and Reasonable Use of Force* – The entire department received training on de-escalation techniques and reasonable use of force.
- *Law Enforcement and Managing Alzheimer's Training* – The entire department is receiving training on identifying and properly responding to persons with Alzheimer's/dementia.
- *Crisis Intervention Training* – Officer Branden Morgan is currently in Crisis Intervention Training (CIT). CIT is a specialized police curriculum that aims to improve the outcomes of encounters between police officers and people with behavioral and mental health crisis. The Johnstown Police Department's goal is to have all of its officers training in CIT.

Public Works Department

Streets, Stormwater, Fleet & Parks

- *Patching* – Approximately 2550 pounds of asphalt have been placed around Town. Crews continue to monitor roadways for potholes and any other necessary street repairs.
- *Grading* – County Roads 42, 44, and 46 were graded after the recent snow storms.

- *Sweeping* – Street sweepers have been performing rounds in Thompson River Ranch, Thompson Crossing, Old Town and recently moved over to the Rolling Hills Subdivision.
- *Street Signs* – 8 Children at Play signs were installed along Rolling Hills Parkway and Carlson Farms on Ballentine. We replaced Stop Signs at Tartan and Holden, Holden and Carlson Boulevard and at Centennial and South Parish intersections. Relocated and installed new ‘no parking’ signs at both intersections of Exposition Drive.
- *Stormwater* – After the recent rain and snow, Staff performed routine cleaning on storm drain inlets.
- *Street Lights* – Xcel Energy was contacted to confirm the three tagged light poles located in Carlson Farms and Rolling Hills were repaired.
- *Parks* – Staff is performing spring park clean up including pruning, tree trimming, hauling branches, clearing dead plant material, and preparing planter boxes. The following parks have been completed Aragon, Parish, Sunrise, Rolling Hills, Hays, and Clearview. Disinfection of playgrounds equipment continues at a minimum of two times per week. Excavated broken sprinkler line at Clearview and are in the process of acquiring parts for repair. Procuring pricing on a three-rail fence for the south side of Town Lake as part of our agreement with the property immediately south of the Town Lake.
- *Cemetery* – Staff assisted in a funeral with two plots including head stones and mowed and repaired irrigation. Staff is also in the process of obtaining quotes for a garage to store equipment.
- *Facilities* – Repaired lights and 2nd floor women’s bathroom door lock at Town Hall, completed fire inspection at the Library and repaired gate at the Public Works Shop.
- *Fleet* – Staff serviced 4 pickups and 2 police cars and sent 3 police cars to Mares for service. Replace tires on 4 vehicles and sent out front end repair for police car.

Construction Inspection

- *A C Icehouse* – Contractor is working on correcting the water line due to failed pressure tests. Upon correction of the issue, the Contractor will be required to retest for high chlorine & bac test before tapping the line. The sewer manhole for this project was tapped for service line connection to the property which also requires correction due to failed pressure tests.
- *County Rd 3* – Contractor added additional rip-rap to the ditch banks on either side of the box culvert and are finishing the veneer on the wing walls. Work remaining includes completing the bore for the water line beneath the box culvert.
- *J T Farms* – Contractor is in the process of installing casings for water and sewer line crossing at the Little Thompson River. Encasement for water has been poured.
- *Ridge* – Contractor is working on sewer trunk line to the low point plant and have completed the construction of 3 manholes.

Water Plant & System

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- *South Storage Tank Repair* – The roof construction is complete including the safety handrail along the top. The roof contractor is substantially complete and will require a final trip to install a roof vent once painting is completed. The coating contractor will begin work next week and is anticipated to take 5 weeks to fully complete.
- *WTP Start Up* – Staff performed an operational check of the plant by evaluating the pumps, chemicals, controls, and alarms prior to start up. Plant is currently being operated during the day with staffing and continues to be on Little Thompson and Central Weld Interconnects at night. During the start up, a number of SCADA programming issues have been identified and Staff is coordinating these issues with Browns Hill.
- *Plant Operations* – Staff made adjustments to level sensor in North storage tank at the water plant. Staff is monitoring the Hwy 34 water tank nightly to fill or drain with the SCADA tablet until the plant is fully online. Staff has been creating SOPs for standard plant operations. Performed repairs to the chemical feed lines from the chlorine tanks and contracted M&J Electric to run conduit to clean up loose and hanging wires and pulled new wiring for chemical monitoring upgrade for SCADA quote on chlorine pumps and run signals for another back-up alarm.
- *Lone Tree Reservoir* – Contacted by State Dam Engineer and Ditch Company to investigate a sink hole near the Town's connection to the Home Supply Ditch. Staff excavated intake piping to determine if there were any damage or leaks. Water began to saturate the excavation and appeared to be associated with the level of water in the ditch. State Dam Engineer and Home Supply Ditch Company are developing a plan to correct the issues.
- *Johnstown Reservoir* – Crews hauled dirt to Town Lake and backfilled east outlet and met compaction test also placed rip rap.
- *Interviews* – After deliberation, Staff did not feel that any of the applicants from the first round of interviews would be a good fit. The job was reposted and Staff is in the process of screening new candidates for consideration.

Wastewater Plants and Collection System

- *Plant Operations* – Staff burned and cleared weeds around the ponds at the Central Plant. Sludge removal from pond #1 at the Central Plant has been completed. Staff reinforced the temporary holding walls after a small breach occurred. A grinder pump was purchased for the sludge pit at the central plant until the replacement pumps are able to be procured. Staff received 2 new chemical pumps for caustic and hypochlorite replacements and are ordering 3 as back-ups for all chlorine, caustic, and bi-sulfite systems. Ammonia levels are fluctuating but are staying within permit compliance levels.
- *Corbett Glenn lift station* – Staff replaced cracked tubing, cleaned float, scheduling DES to come and clean all lift stations. Ordered a starter for Corbett Glenn back-up generator.
- *Sewer Collection* – Contracted work to address a sewer repair located in SH60 right of way near ditch crossing. Staff obtained a permit with CDOT and coordinated with the contractor to install the sewer repair, backfill, and pave by the end of the week. Staff also had to address a sewer backup at 112 N 1st. The line was jetted and cleared.

CIP Projects

- *Central Sewer Expansion Phase 1* – Staff held a pre-construction meeting with the contractor and went over critical schedule items. Contractor has started construction and is working through submittals and product procurement.
- *CDOT SH60 Water Line Project* – Public Works located a manhole to the project design near the Gateway Subdivision. Staff is advertising the project to bid now and will provide a recommendation to Council for an award on May 17.
- *GAC Project* – Staff is in the process of procuring materials and calling in locates to prep the site to pour concrete slabs for each of GAC units.
- *Road Maintenance Program* – Staff has identified streets for rehabilitation in FY2021 and are in the process of putting quantities together to obtaining quotes for treatment and concrete work.
- *Charlotte Street Project* – Staff held a kick off meeting for the project and discussed potential design alternatives. First project milestone is to coordinate public outreach to review design concepts.
- *Old Town Drainage Project* – The project manual has been completed and the advertisement for bid is expected within the next 2 weeks once construction drawings and technical specifications have been updated.
- *South Water Tank* – Staff is in the process of obtaining critical path documents from the contractor and is working toward a notice to proceed date and pre-construction meeting to start construction in the month of May.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: May 3, 2021

SUBJECT: The Granary Preliminary Subdivision Plat and Development Plans

ACTION PROPOSED: Approve Resolution 2021-14 Approving the The Granary Preliminary Subdivision Plat and Development Plans

ATTACHMENTS:

1. Vicinity Map
2. Resolution 2021-14
3. Proposed Preliminary Subdivision Plat & Development Plans
4. PZC Staff Report
5. Referral Sheets – JRC and External

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Applicant, Hartford Acquisitions, LLC, is requesting approval for The Granary Preliminary Subdivision Plat and Preliminary Development Plans for approximately 275 acres of land located north of CR 46, between Telep Ave. and Colorado Blvd. (See Attachment 1) The proposed development is subject to the recently-approved The Granary Outline Development Plan (ODP) and is designed in conformance with that document.

The proposed The Granary Preliminary Subdivision Plat and Development Plans (Attachment 3) include a central collector spine with local streets providing access to lots for 925 single family detached homes, as well as pocket parks and trails, and stormwater facilities, within the 94 acres of common open space (32% of the site). This development includes dedications for the the half-width (60') rights of way (with final plat), and construction of improvements to the major arterials that border the property – Telep Ave., CR 46, and Colorado Blvd. Intersection improvements are also anticipated as each future filing moves forward to final platting and development plans, as indicated by the approved traffic study. The Applicant is asked to continue to collaborate with the adjacent residences/parcels to coordinate improvements and ensure ongoing access. Street names shown are still preliminary on this plat and a few require revision; these will be finalized with final platting.

This proposed development is in substantial compliance with the previously-approved Outline Development Plan, as well as Town and PUD design standards and specifications. Detailed construction documents will be

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forthcoming with future filings of final subdivision plats and development plans. This neighborhood is expected to be built in several phases of construction and home-building over the course of several years, beginning on the east side of the property and progressing west with each phase.

The Applicant has proposed integrating the existing oil and gas facilities into the neighborhood open spaces, utilizing a minimum 150-foot setback from trails, with a minimum of 350-feet from home sites. COGCC and the Town do not regulate these “reciprocal” setbacks from existing oil and gas facilities. An existing pipeline and easement also run through the property and are accommodated within the design. Additional easements, including a 100-foot easement for the Hillsborough Ditch encumber the site. The Applicant, the Town, and the ditch company are collaborating on maintaining that ditch alignment and function; the ditch company will sign the final plat for any filing that materially impacts the ditch.

The Planning & Zoning Commission held a public hearing on March 10, 2021. The Commission voted unanimously to recommend approval of the Preliminary Subdivision Plat and Preliminary Development Plans to the Town Council, with the findings and conditions that are contained in the attached staff report (Attachment 4) and reiterated in substance in the proposed Resolution 2021-14 (Attachment 2).

LEGAL ADVICE:

The Town Attorney drafted the Resolution template.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Resolution 2021-14 Approving The Granary Preliminary Subdivision Plat and Preliminary Development Plans with conditions as stated within the resolution document.

SUGGESTED MOTIONS:

For Approval

Based on findings and analysis presented at this hearing, I move to approve Resolution 2021-14 Approving The Granary Preliminary Subdivision Plat and Preliminary Development Plans with conditions, as stated within the resolution.

For Denial

Based on information presented in this hearing, I move to deny Resolution 2021-14 with the following findings...

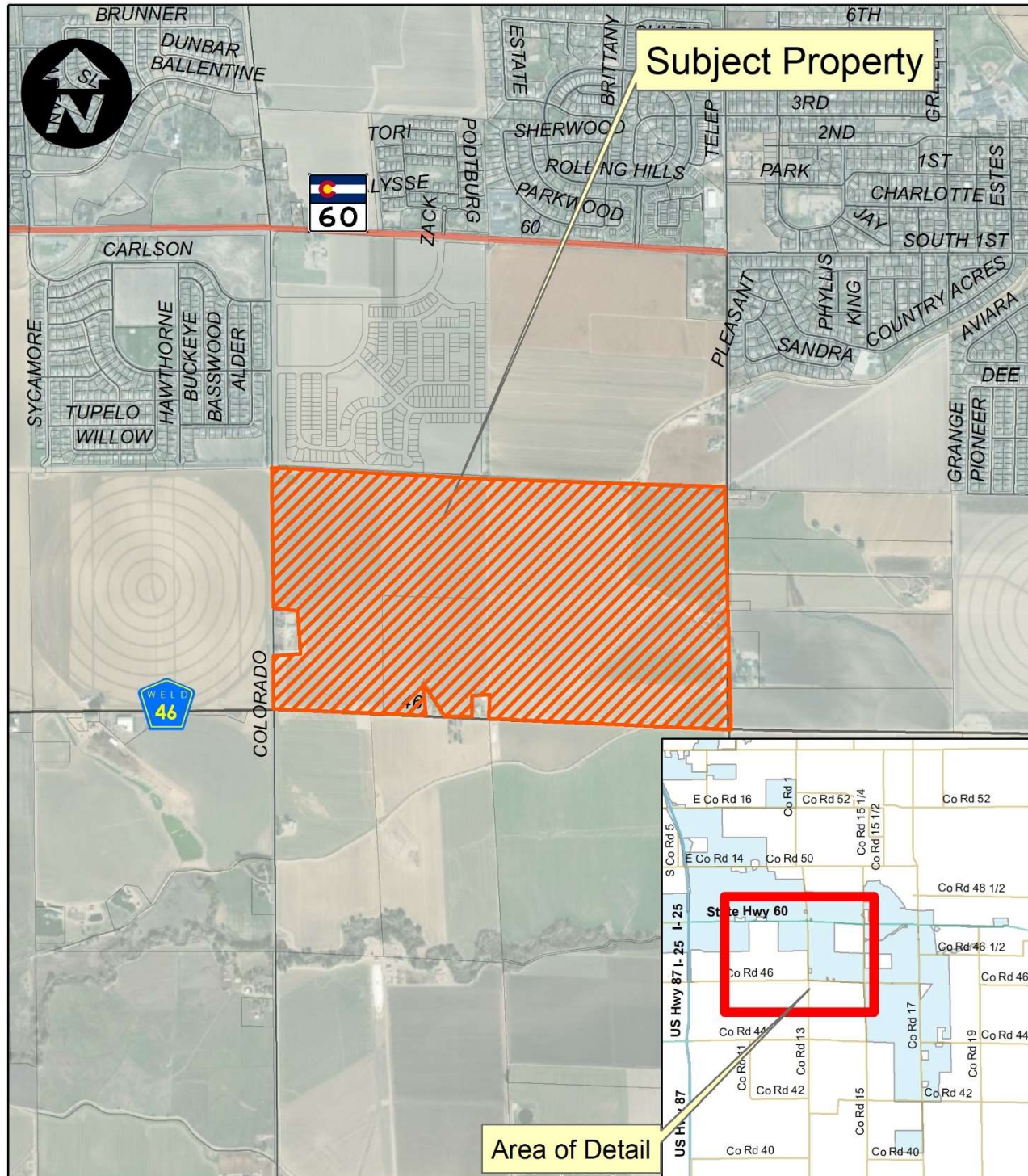
Reviewed and Approved for Presentation,



Town Manager

VICINITY MAP

The Granary – Preliminary Subdivision Plat & Development Plan



**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2021-14**

APPROVING THE PRELIMINARY SUBDIVISION PLAT AND THE PRELIMINARY DEVELOPMENT PLAN FOR THE GRANARY, LOCATED IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 294.764 ACRES.

WHEREAS, Hartford Acquisitions, LLC, a Colorado corporation, (“Applicant”), submitted an application to the Town of Johnstown (“Town”) for approval of a Preliminary Subdivision Plat and the Preliminary Development Plan for The Granary, located in the South Half of Section 7, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 294.764 acres (“Property”); and

WHEREAS, the Applicant is under contract to purchase the Property, and intends to consummate the purchase and take fee ownership of the Property by December 31, 2021; and

WHEREAS, on April 14, 2021, the Planning and Zoning Commission held a public hearing and recommended approval of the Preliminary Subdivision Plat and the Preliminary Development Plan for The Granary, with conditions; and

WHEREAS, on May 3, 2021, the Town Council held a public hearing concerning approval of the Preliminary Subdivision Plat and the Preliminary Development Plan for The Granary, and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Preliminary Subdivision Plat and the Preliminary Development Plan for The Granary, satisfy the data requirements, design standards and required improvements contained in the Johnstown Municipal Code, including the regulations contained in Chapters 16 and 17.

WHEREAS, based on the foregoing, Town Council desires to approve the Preliminary Subdivision Plat and the Preliminary Development Plan for The Granary, with conditions.

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

Section 1. Preliminary Subdivision Plat Approval: The Preliminary Subdivision Plat for The Granary, located in the South Half of Section 7, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 294.764 acres, attached hereto as Exhibit A, is hereby approved, subject to the conditions set forth in Section 3.

Section 2. Preliminary Development Plan Approval: The Preliminary Development Plan for The Granary, attached hereto as Exhibit B, is hereby approved, subject to the conditions set forth in Section 3.

Section 3. Conditions of Approval: The Preliminary Subdivision Plat and the Preliminary Development Plan for The Granary are approved subject to the following conditions, which conditions shall bind the Applicant and any subsequent owner or developer of the Property:

1. The Applicant shall resolve all outstanding comments from Town Staff, the Town Engineer and the Front Range Fire Rescue Fire Protection District with subsequent submittals for Final Subdivision and Final Development Plans for each filing.
2. The Applicant shall collaborate with Town Staff and the three (3) owners of the excluded properties to ensure preservation of their accesses and coordinate public improvements along their frontages.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS _____ day of May, 2021.

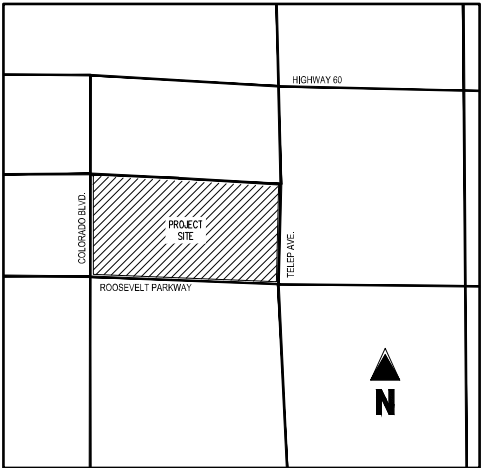
ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PRELIMINARY PLAT
THE GRANARY
PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO



VICINITY MAP
NOT TO SCALE

OWNER AND DEVELOPER

KETO DEVELOPMENT, LLC
PATRICK WOMEKIN
4801 GOODMAN ST.
TIMNATH, CO 80547

SITE ENGINEER

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

SURVEYOR

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

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS **THE GRANARY**, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____, 2020.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

TOWN ENGINEER

APPROVED THIS _____ DAY OF _____, 20____

TOWN ENGINEER, TOWN OF JOHNSTOWN

EASEMENT APPROVAL

UTILITY EASEMENTS ARE ADEQUATE AS SHOWN AND ARE HEREBY APPROVED AND OR VACATED AS SHOWN ON THIS PLAT

PUBLIC WORKS DIRECTOR

HILLSBOROUGH CONSOLIDATED DITCH COMPANY

GENERAL NOTES

- THIS MAP OR PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE SURVEYOR'S STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-STATEMENT BY THE SURVEYOR.
- ALL LINEAL MEASUREMENTS SHOWN ARE GROUND DISTANCES AND U.S. SURVEY FEET.
- EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED ON THIS SURVEY WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESTRICTIONS, EXCLUSIONS, CONDITIONS, OBLIGATIONS, TERMS OR AS THE RIGHT TO GRANT THE SAME.
- CAUTION: THE SURVEYOR PREPARING THIS MAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THIS MAP. ALL CHANGES TO THIS EXHIBIT MUST BE APPROVED IN WRITING BY THE SURVEYOR IN CHARGE.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCE MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-103(3)(A).
- IRRIGATION EASEMENT AT RECEPTION NO. 3011360 TO BE VACATED. SEE DETAIL A, SHEET 2.
- 20' FARM LANE EASEMENT AT RECEPTION NO. 3011360 TO BE VACATED. SEE DETAIL B, SHEET 2.
- HILLSBOROUGH DITCH RIGHT OF WAY RECORDED AT BOOK 23, PAGE 510 AND BOOK 76, PAGE 203 IS HEREBY VACATED BY THIS PLAT. THE REVISED LOCATION IS SHOWN HEREON.
- THIS PLAT IS PRELIMINARY IN NATURE. IT SUBJECT TO CHANGE WITH FINAL PLAT PROCESS.

SURVEYOR'S CERTIFICATION:

I, FRANK A. KOHL, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF **THE GRANARY SUBDIVISION** WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW AND IS ACCURATELY REPRESENTED ON THIS PLAT.

DATED THIS _____ DAY OF _____, 2020.

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

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT KETO/LEWIS, BEING OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE SOUTH HALF OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PM, WELD COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 7, MONUMENTED WITH NO. 6 REBAR WITH 3-1/2" ALUMINUM CAP, STAMPED LS 38638;

THENCE N87°14'19"W, A DISTANCE OF 2626.11 FEET TO THE SOUTH QUARTER OF SAID SECTION 7 AND THE SOUTHEAST CORNER OF THAT PARCEL RECORDED IN THE WELD COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NO. 1577982, MONUMENTED WITH 2-1/2" ALUMINUM CAP, STAMPED 24657;

THENCE ON THE EAST, NORTH AND WEST LINES OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:

- THENCE N00°13'00"E, A DISTANCE OF 248.03 FEET ON SAID EAST LINE, TO A 24"; NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED PLS 37911;
- THENCE N87°15'06"W, A DISTANCE OF 199.97 FEET ON SAID NORTH LINE, TO A 24"; NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED PLS 37911;
- THENCE S00°13'00"W, A DISTANCE OF 248.03 FEET ON SAID WEST LINE, TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, WITNESSED BY A 24"; NO. 4 REBAR WITH AN ILLEGIBLE 1-1/4" YELLOW PLASTIC CAP, SET 30.62' NORTH;

THENCE N87°15'06"W, A DISTANCE OF 312.79 FEET ON SAID SOUTH LINE TO THE SOUTHEAST CORNER OF THAT PARCEL RECORDED AT RECEPTION NO. 1636091 IN THE WELD COUNTY CLERK AND RECORDERS OFFICE, MONUMENTED WITH A NO. 4 REBAR WITH 1-1/4" ILLEGIBLE YELLOW PLASTIC CAP.

THENCE ON THE EAST AND WEST LINES OF SAID PARCEL THE FOLLOWING TWO (2) COURSES;

- THENCE N27°01'39"W, A DISTANCE OF 470.75 FEET ON SAID EAST LINE, TO A NO. 4 REBAR, NO CAP;
- THENCE S00°12'42"W, A DISTANCE OF 409.00 FEET ON SAID WEST LINE, TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER MONUMENTED WITH A NO. 4 REBAR, NO CAP;

THENCE N87°15'06"W, A DISTANCE OF 484.10 FEET ON SAID SOUTH LINE TO THE WEST SIXTEENTH CORNER OF COMMON TO SECTION 7 AND 18, MONUMENTED WITH NO. 6 REBAR WITH 2-1/2" ALUMINUM CAP, ILLEGIBLE;

THENCE N87°14'05"W, A DISTANCE OF 1168.87 FEET ON SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID SECTION 7, MONUMENTED WITH A NO. 6 REBAR WITH 2-1/2" ALUMINUM CAP, STAMPED LS 38512;

THENCE N00°00'51"W, A DISTANCE OF 667.34 FEET ON THE WEST LINE OF SAID SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF THAT PARCEL RECORDED IN THE WELD COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NO. 1577982, WITNESSED BY A NO. 4 REBAR, WITH NO CAP, SET ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 13 AND ON THE SOUTH LINE OF SAID RECORDED PARCEL, 29.91' EAST OF SAID CORNER;

THENCE ON THE SOUTH, EAST AND NORTH LINES OF SAID PARCEL THE FOLLOWING THREE (3) COURSES;

- THENCE FROM SAID SOUTHWEST CORNER RECORDED AT RECEPTION NO. 1577982, N89°59'43"E, A DISTANCE OF 275.07 FEET ON SAID SOUTH LINE TO A 24"; NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED PLS 37911;
- THENCE N00°02'00"W, A DISTANCE OF 427.84 FEET ON SAID EAST LINE TO A NO.4 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED LS 22098;
- THENCE S86°58'34"W, A DISTANCE OF 274.93 FEET ON SAID NORTH LINE TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 7, SAID POINT WITNESSED BY A NO. 4 REBAR WITH AN ILLEGIBLE 1-1/4" YELLOW PLASTIC CAP, SET ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 13 AND ON THE NORTH LINE OF SAID RECORDED PARCEL, SET 30.13' EAST OF SAID CORNER;

THENCE N00°00'51"W, A DISTANCE OF 237.72 FEET ON SAID WEST LINE TO THE SOUTH SIXTEENTH CORNER COMMON TO SECTION 7 AN 12, MONUMENTED WITH A NO. 6 REBAR WITH ALUMINUM CAP, STAMPED LS 22098;

THENCE N00°00'37"W, A DISTANCE OF 1302.58 FEET ON SAID WEST LINE TO A POINT ON THE SOUTH LINE OF BOOK 370, PAGE 451 IN THE WELD COUNTY CLERK AND RECORDERS OFFICE, MONUMENTED WITH 24"; NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED PLS 37911;

THENCE ON SAID SOUTH LINE THE FOLLOWING TWO (2) COURSES;

- THENCE S86°51'18"E, A DISTANCE OF 1176.26 FEET TO A 24"; NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED PLS 37911;
- THENCE S86°51'18"E, A DISTANCE OF 1216.45 FEET TO AN A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER AND ON THE SOUTH LINE OF THAT PARCEL RECORDED AT BOOK 163, PAGE 246, MONUMENTED WITH 24"; NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 38638;

THENCE CONTINUING ON SAID SOUTH LINE FOR THE FOLLOWING THREE (3) COURSES;

- THENCE S86°51'23"E, A DISTANCE OF 1233.02 FEET TO A NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 38638;
- THENCE S03°08'37"W, A DISTANCE OF 50.00 FEET TO A NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 38638;
- THENCE S86°51'23"E, A DISTANCE OF 1400.00 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, WITNESSED BY A NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP, NOT STAMPED, SET ON THE AFORE REFERENCED LINE AND 29.79 FEET WEST OF SAID SECTION LINE;

THENCE S00°17'44"W, A DISTANCE OF 2550.89 FEET ON SAID EAST LINE TO THE POINT OF BEGINNING.

PARCEL CONTAINS 12,839,938 SQUARE FEET OR 294.764 ACRES.

AND DO HEREBY SUBDIVIDE THE SAME INTO LOTS, BLOCKS, OUTLOTS, RIGHT OF WAY AND EASEMENTS UNDER THE NAME OF **THE GRANARY** AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHT OF WAY AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

BASIS OF BEARING: THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 7 IS ASSUMED TO BEAR S 00°17'44" W AND DISTANCE OF 2630.99', MONUMENTED AT THE NORTH BY NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP, STAMPED "LS 26606" IN MONUMENT BOX AND AT THE SOUTH BY NO. 6 REBAR WITH 3-1/2" ALUMINUM CAP, STAMPED "PLS 38638" WITH ALL OTHER BEARINGS RELATIVE THERETO.

KETO/LEWIS

BY _____

STATE OF _____)

_____)SS.

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____
2020 BY _____, AS _____ OF KETO/LEWIS

WITNESS HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

PLAT NOTES

- GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
- STORM SYSTEM MAINTENANCE: THE TOWN OF JOHNSTOWN REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVIDERS AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
- STREET SIGNAGE: THE OWNER/DEVELOPER IS RESPONSIBLE FOR INSTALLATION OF ALL ROADWAY SIGNAGE, INCLUDING 'NO PARKING/FIRE LANE' SIGNAGE, AS REQUIRED BY THE TOWN PUBLIC WORKS/STREETS DEPARTMENT AND/OR APPLICABLE FIRE DISTRICT. THE OWNER SHALL MAINTAIN SAID SIGNAGE.
- FENCING: LOTS THAT BACK TO OR OTHERWISE ABUT OPEN SPACE AREAS ARE RESPONSIBLE FOR CONSTRUCTION OF REQUIRED SPLIT-RAIL FENCING PER RIDGE AT JOHNSTOWN DESIGN GUIDELINES.
- STREET MAINTENANCE. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE DEDICATED ROADWAYS SHOWN ON THIS PLAT WILL NOT BE MAINTAINED BY THE TOWN UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE TOWN OF JOHNSTOWN IN EFFECT AT THE DATE CONSTRUCTION PLANS ARE APPROVED BY THE TOWN ENGINEER, AND PROVIDED THAT CONSTRUCTION OF SAID ROADWAY(S) IS STARTED WITHIN ONE (1) YEAR OF THE CONSTRUCTION PLAN APPROVAL. THE OWNER(S), DEVELOPER(S) AND/OR SUBDIVIDERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR STREET MAINTENANCE UNTIL SUCH TIME AS THE TOWN ACCEPTS THE RESPONSIBILITY FOR MAINTENANCE AS STATED ABOVE.
- DRIVES, PARKING AREAS AND UTILITY EASEMENTS MAINTENANCE. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS' ASSOCIATION, METROPOLITAN DISTRICTS, OR OTHER ENTITY OTHER THAN THE TOWN IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ANY AND ALL DRIVES, PARKING AREAS AND EASEMENTS (CROSS-ACCESS EASEMENTS, DRAINAGE EASEMENTS, ETC.)
- DRAINAGE LIABILITY. THE TOWN DOES NOT ASSUME ANY LIABILITY FOR DRAINAGE FACILITIES IMPROPERLY DESIGNED OR CONSTRUCTED. THE TOWN REVIEWS DRAINAGE PLANS BUT CANNOT, ON BEHALF OF ANY APPLICANT, OWNER OR DEVELOPER, GUARANTEE THAT FINAL DRAINAGE DESIGN REVIEW AND APPROVAL BY THE TOWN WILL RELIEVE SAID PERSON, HIS SUCCESSORS AND ASSIGNS, FROM LIABILITY DUE TO IMPROPER DESIGN. TOWN APPROVAL OF A FINAL PLAT DOES NOT IMPLY APPROVAL OF THE DRAINAGE DESIGN WITHIN THAT PLAT.
- LANDSCAPE MAINTENANCE. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS' ASSOCIATION, METROPOLITAN DISTRICTS, OR ENTITY OTHER THAN THE TOWN IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING OR WALLS, LANDSCAPING AND LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE PROPERTY LINE AND ANY PAVED ROADWAYS. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST OR AN ENTITY OTHER THAN THE TOWN, AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.
- SIGHT DISTANCE. THE CLEAR VISION ZONE OF A CORNER LOT SHALL BE FREE FROM SHRUBS, GROUND COVERS, BERMS, FENCES, SIGNS, STRUCTURES, PARKED VEHICLES OR OTHER MATERIALS OR ITEMS GREATER THAN THIRTY-SIX (36) INCHES IN HEIGHT FROM THE STREET LEVEL.

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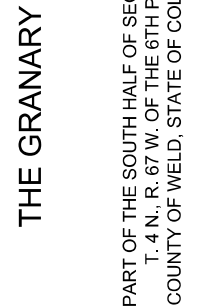
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T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

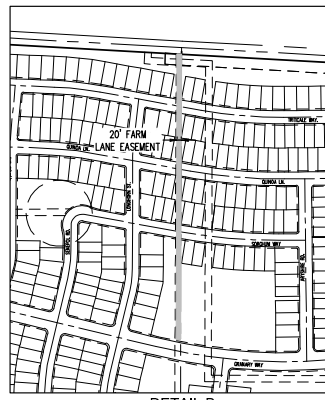
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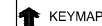
PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

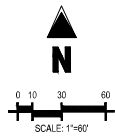


Project No:	HFH0000020.10
Drawn By:	AN
Checked By:	FAK
Date:	12/18/2020



	FOUND NUMBER 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 38069" UNLESS OTHERWISE NOTED
	SET 24" # 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED PLS 37911" UNLESS OTHERWISE NOTED
	ALQUOT CORNER (AS DESCRIBED)
	PROPERTY LINE
	LOT LINE
	SECTION LINE
	EASEMENT LINE
REC. NO.	RECEPTION NUMBER
	BLOCK NUMBER
	EASEMENT TO BE VACATED BY THIS PLAT
	RIGHT OF WAY





PARCEL CURVE SEGMENT TABLE				
CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING
C784	60°27'06"	474.79	450.00	S26°00'57"E
C785	60°27'06"	580.29	550.00	S26°00'57"E

THE GRANARY

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

LEGEND

● FOUND NUMBER 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 38069" UNLESS OTHERWISE NOTED

● SET 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 38638" UNLESS OTHERWISE NOTED

◆ ALIQUOT CORNER (AS DESCRIBED)

— PROPERTY LINE

— LOT LINE

- - - SECTION LINE

- - - EASEMENT LINE

REC. NO.

BLOCK NUMBER

Item #8.

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PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

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Project No: HPH0000020.10
Drawn By: AN
Checked By: FAK
Date: 12/18/2020

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

LEGEND

FOUND NUMBER 5 REBAR WITH 1-1/4"
ORANGE PLASTIC CAP, STAMPED
"PLS 38069" UNLESS OTHERWISE NOTED

SET 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP,
STAMPED PLS 38638" UNLESS OTHERWISE NOTED

ALIQUOT CORNER (AS DESCRIBED)

PROPERTY LINE		RIGHT OF WAY
LOT LINE		
SECTION LINE		
EASEMENT LINE		
RECEPTION NUMBER		
BLOCK NUMBER		

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[illegible]

11-Hartford Homes/CO Johnsons HF129 - Granary/GSPN: CAD/HQ/HF120,10-99_3-Sublog - Amanda Naroz - 4/8/2021

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COUNTY OF WELD, STATE OF COLORADO

LEGEND

- FOUND NUMBER 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 38638" UNLESS OTHERWISE NOTED
- SET 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 38638" UNLESS OTHERWISE NOTED
- ALLOTMENT CORNER (AS DESCRIBED)
- PROPERTY LINE
- LOT LINE
- SECTION LINE
- EASEMENT LINE
- RECEPTION NUMBER
- BLOCK NUMBER

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COUNTY OF WELD, STATE OF COLORADO

#	Date	Issue / Description	Init.

Project No: HFH0000020.10
Drawn By: AN
Checked By: FAK
Date: 12/18/2020



_____ PROPERTY LINE
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COUNTY OF WELD, STATE OF COLORADO

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Project No:	HIFH0000020.10
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Date:	12/18/2020

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

LEGEND

FOUND NUMBER 5 REBAR WITH 1-1/4"
ORANGE PLASTIC CAP, STAMPED
"PLS 38069" UNLESS OTHERWISE NOTED

SET 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP,
STAMPED PLS 38638" UNLESS OTHERWISE NOTED

ALQUOT CORNER (AS DESCRIBED)

PROPERTY LINE
LOT LINE
SECTION LINE
EASEMENT LINE
RECEPTION NUMBER
BLOCK NUMBER

RIGHT OF WAY

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COUNTY OF WELD, STATE OF COLORADO

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Project No:	HFH0000020.10
Drawn By:	AN
Checked By:	FAK
Date:	12/18/2020

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

LEGEND

FOUND NUMBER 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 38069" UNLESS OTHERWISE NOTED

SET 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 38638" UNLESS OTHERWISE NOTED

ALLOT CORNER (AS DESCRIBED)

PROPERTY LINE		RIGHT OF WAY
LOT LINE		
SECTION LINE		
EASEMENT LINE		
RECEPTION NUMBER		
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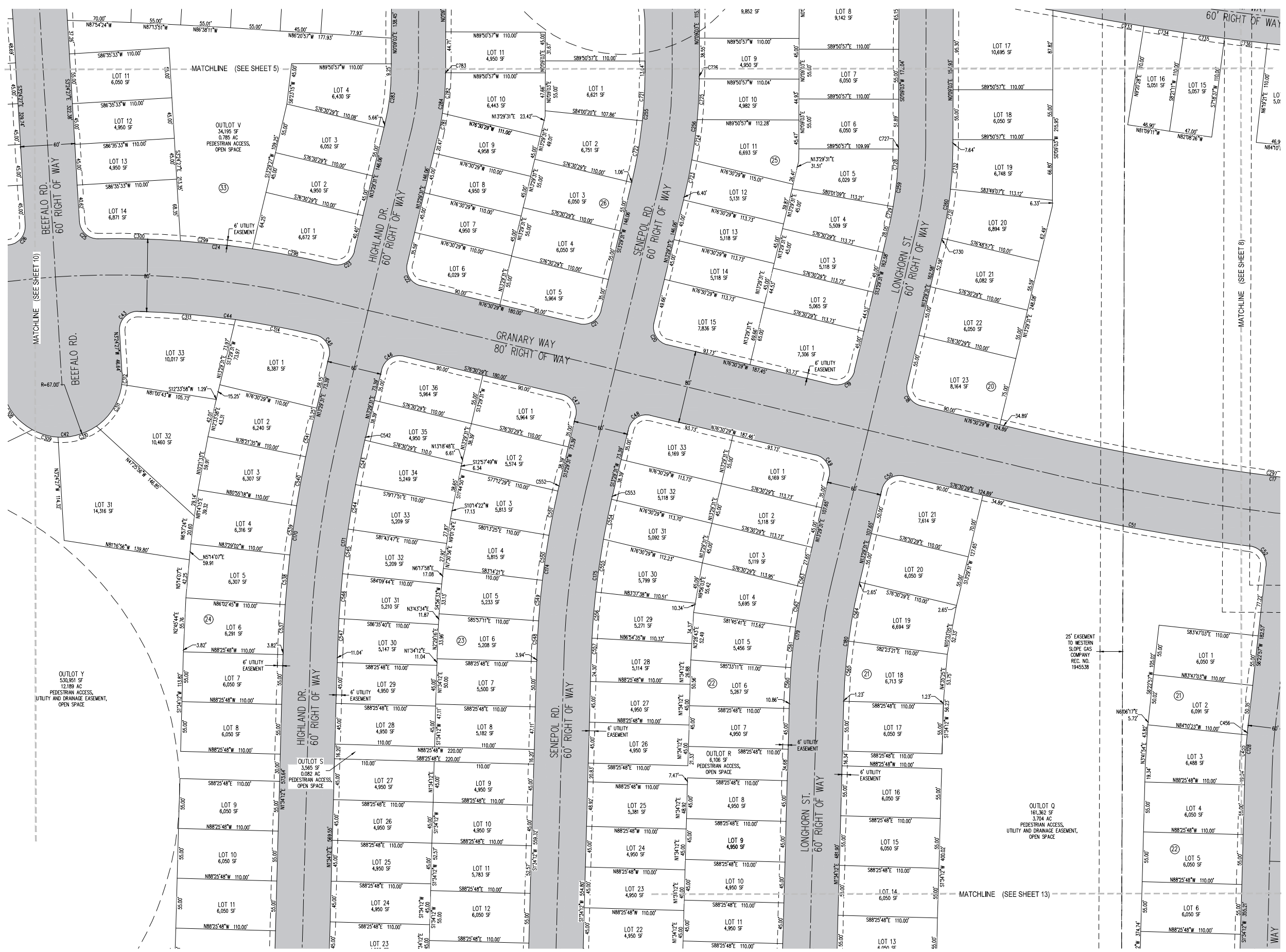
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Project No:	HFH0000020.10
Drawn By:	AN
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Date:	12/18/2020

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PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

LEGEND

- FOUND NUMBER 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 38609" UNLESS OTHERWISE NOTED
- SET 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 38638" UNLESS OTHERWISE NOTED
- ALLOUT CORNER (AS DESCRIBED)
- PROPERTY LINE
- LOT LINE
- SECTION LINE
- EASEMENT LINE
- RECEPTION NUMBER
- BLOCK NUMBER



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T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

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PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

FOUND NUMBER 5 REBAR WITH 1-1/4"
ORANGE PLASTIC CAP; STAMPED
"PLS 38069" UNLESS OTHERWISE NOTED

SET 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP;
STAMPED PLS 38638" UNLESS OTHERWISE NOTED

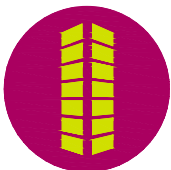
ALLOT CORNER (AS DESCRIBED)

PROPERTY LINE		RIGHT OF WAY
LOT LINE		
SECTION LINE		
EASEMENT LINE		
RECEPTION NUMBER		
BLOCK NUMBER		

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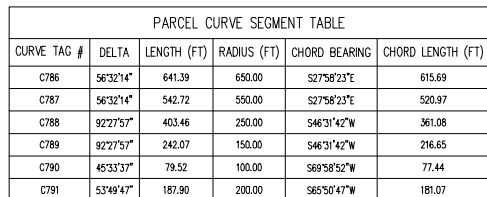


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COUNTY OF WELD, STATE OF COLORADO

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Project No:	HFH0000020.10
Drawn By:	AN
Checked By:	FAK
Date:	12/18/2020



LEGEND

_____ PROPERTY LINE
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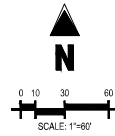


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Project No:	HFH0000020.10
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Date:	12/18/2020

THE GRANARY
PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO



LEGEND

- FOUND NUMBER 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 38069" UNLESS OTHERWISE NOTED
- SET 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 38638" UNLESS OTHERWISE NOTED
- ◆ ALIQUOT CORNER (AS DESCRIBED)
- PROPERTY LINE
- LOT LINE
- SECTION LINE
- EASEMENT LINE
- REC. NO. RECEPTION NUMBER
- ⑩ BLOCK NUMBER
- RIGHT OF WAY



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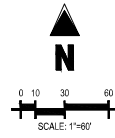


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T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

LEGEND

FOUND NUMBER 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 38069" UNLESS OTHERWISE NOTED

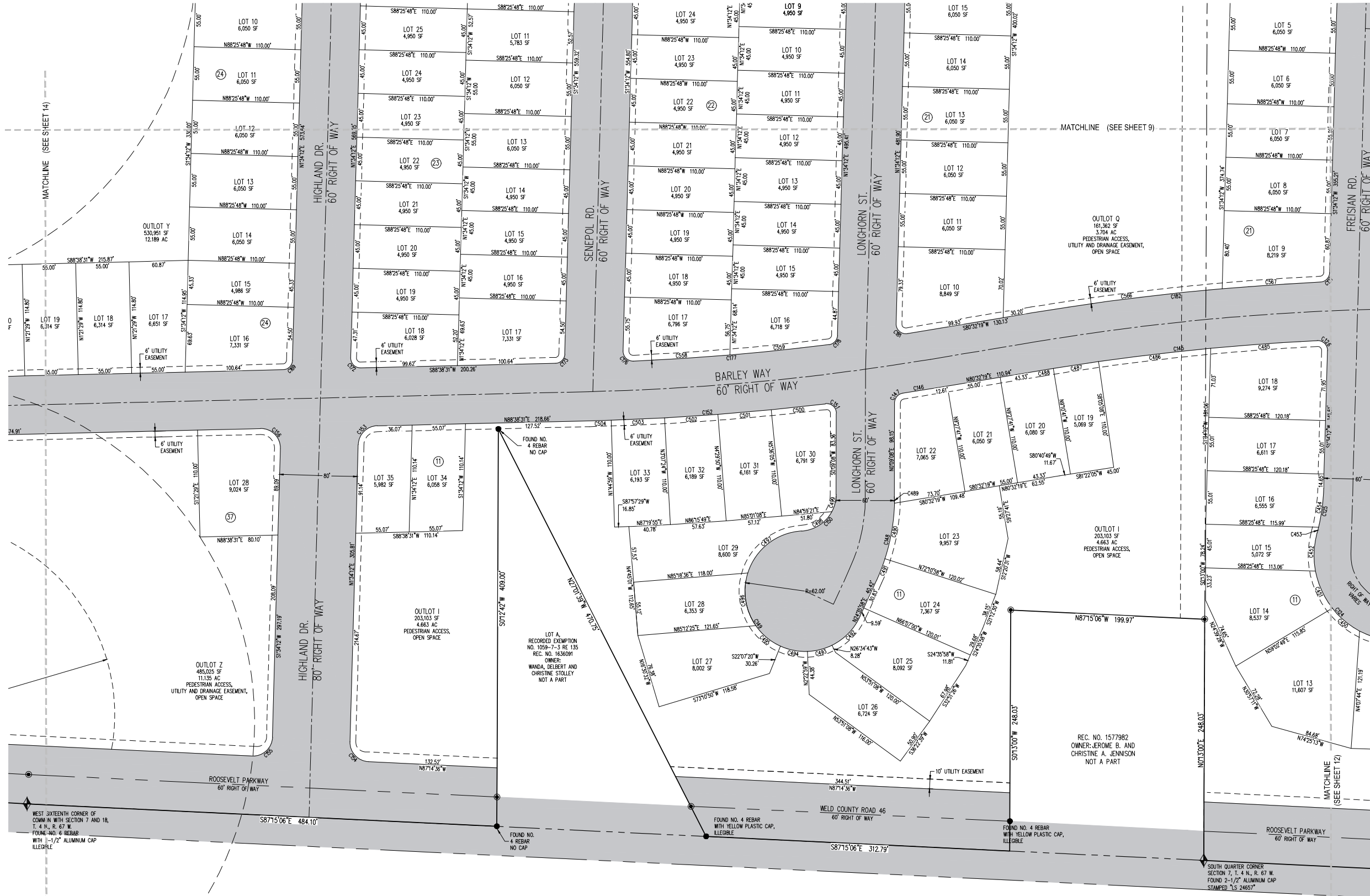
SET 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 38638" UNLESS OTHERWISE NOTED

ALLOQUOT CORNER (AS DESCRIBED)

PROPERTY LINE
LOT LINE
SECTION LINE
EASEMENT LINE
RECEPTION NUMBER
BLOCK NUMBER

REC. NO.
⑩

RIGHT OF WAY



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Project No:	HFH0000020.10
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Date:	12/18/2020

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PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	89°32'34"	31.26	20.00	N45°04'26"E	28.17
C2	90°00'00"	31.42	20.00	S45°08'52"E	28.28
C3	90°00'00"	31.42	20.00	N44°51'08"E	28.28
C4	25°24'15"	192.87	435.00	S77°26'45"E	191.30
C5	12°00'12"	107.89	515.00	S70°44'43"E	107.69
C6	84°38'15"	29.54	20.00	S34°25'41"E	26.93
C7	84°38'15"	29.54	20.00	N60°12'33"E	26.93
C8	23°22'20"	210.08	515.00	N80°50'30"E	208.63
C9	90°00'00"	31.42	20.00	S65°50'39"E	28.28
C10	90°35'08"	31.62	20.00	N24°26'55"E	28.43
C11	10°05'48"	433.50	2460.00	N74°47'23"E	432.94
C12	99°36'41"	34.77	20.00	S50°21'23"E	30.55
C13	82°46'46"	28.89	20.00	N40°49'50"E	26.44
C14	47°41'41"	182.24	2460.00	N82°03'35"E	182.20
C15	92°59'34"	32.46	20.00	S47°02'50"E	29.01
C16	89°21'29"	31.19	20.00	N44°07'39"E	28.13
C17	14°14'09"	630.54	2460.00	S83°51'04"E	628.82
C18	90°00'00"	31.42	20.00	S31°30'29"E	28.28
C19	90°00'00"	31.42	20.00	N68°29'31"E	28.28
C20	90°00'00"	31.42	20.00	S31°30'29"E	28.28
C21	90°00'00"	31.42	20.00	N68°29'31"E	28.28
C22	90°00'00"	31.42	20.00	S31°30'29"E	28.28
C23	90°04'49"	31.44	20.00	N68°31'42"E	28.30
C24	143°59'34"	261.10	1020.00	S83°45'40"E	260.38
C25	87°41'12"	30.61	20.00	S47°15'03"E	27.71
C26	86°48'06"	30.30	20.00	N39°59'36"E	27.48
C27	84°51'11"	155.83	1020.00	N79°01'04"E	155.67
C28	90°00'00"	31.42	20.00	S60°21'32"E	28.28
C29	90°00'00"	31.42	20.00	N29°38'28"E	28.28
C30	90°00'00"	31.42	20.00	S60°21'32"E	28.28
C31	90°11'32"	31.48	20.00	N29°44'14"E	28.33
C32	13°40'35"	238.70	1000.00	N81°40'18"E	238.13
C33	91°10'46"	31.83	20.00	S45°54'01"E	28.57
C34	90°00'00"	31.42	20.00	N44°41'22"E	28.28
C35	90°17'48"	31.52	20.00	S45°09'44"E	28.36
C36	89°42'12"	31.31	20.00	S44°50'16"W	28.21
C37	14°52'37"	280.42	1080.00	S82°15'03"W	279.64
C38	89°48'43"	31.36	20.00	N60°16'24"E	28.24
C39	90°00'00"	31.42	20.00	N29°38'28"E	28.28
C40	61°01'23"	98.81	940.00	N77°39'09"E	98.77
C41	95°55'42"	39.49	20.00	S31°22'18"E	29.71
C42	180°00'00"	210.49	67.00	N66°35'33"E	134.00
C43	94°55'29"	33.13	20.00	N44°03'17"E	29.47
C44	120°56'36"	197.95	940.00	S82°27'00"E	197.58
C45	89°54'34"	31.38	20.00	S31°27'46"E	28.26
C46	90°00'00"	31.42	20.00	S58°29'31"W	28.28
C47	90°00'00"	31.42	20.00	N31°30'29"W	28.28
C48	90°00'00"	31.42	20.00	S58°29'31"W	28.28
C49	90°00'00"	31.42	20.00	N31°30'29"W	28.28
C50	90°00'00"	31.42	20.00	S58°29'31"W	28.28
C51	57°59'25"	265.56	2540.00	N79°30'11"W	265.43
C52	88°52'51"	31.03	20.00	N38°15'28"W	28.01
C53	88°52'51"	31.03	20.00	S50°49'32"W	28.01
C54	122°07'07"	553.49	2540.00	S89°01'15"W	552.39
C55	96°40'15"	33.74	20.00	N48°53'11"W	29.88
C56	80°36'59"	28.14	20.00	S39°45'27"E	25.88
C57	10°54'36"	483.65	2540.00	S74°36'38"W	482.92
C58	46°06'01"	350.00	435.00	N87°47'37"W	340.64
C59	25°24'15"	228.34	515.00	N77°26'45"W	226.48
C60	90°26'36"	31.57	20.00	N44°55'54"W	28.39
C61	137°31'11"	46.71	196.50	N6°39'43"E	46.60
C62	117°41'21"	180.07	88.00	N45°08'52"W	150.26
C63	137°31'11"	46.71	196.50	S83°02'33"W	46.60
C64	33°40'55"	179.30	305.00	S73°00'40"W	176.73
C65	73°24'01"	390.73	305.00	S19°28'12"E	364.55
C66	25°07'44"	118.38	270.00	S44°01'11"E	117.43
C67	147°04'01"	81.02	330.00	S05°15'25"W	80.82
C68	82°39'07"	28.85	20.00	S35°08'58"W	26.41
C69	86°17'40"	30.12	20.00	S60°22'38"E	27.36
C70	732°40'01"	313.86	245.00	S19°28'12"W	292.84
C71	82°17'54"	28.73	20.00	N82°40'51"W	26.32
C72	97°42'06"	34.10	20.00	S71°09'09"W	30.12
C73	33°40'56"	144.03	245.00	N73°00'40"E	141.96
C74	90°00'00"	31.42	20.00	N45°08'52"W	28.28
C75	90°00'00"	31.42	20.00	N44°51'08"E	28.28
C76	48°36'58"	207.89	245.00	N65°50'23"W	201.71
C77	48°36'58"	258.80	245.00	N65°50'23"W	251.10
C78	90°00'00"	31.42	20.00	N45°08'52"W	28.28
C79	90°00'00"	31.42	20.00	N44°51'08"E	28.28
C80	137°26'36"	71.21	305.00	N83°09'50"E	71.05

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C81	137°26'36"	57.20	245.00	S83°09'50"W	57.07
C82	90°00'00"	31.42	20.00	N45°08'52"W	28.28
C83	92°27'57"	40.35	25.00	N46°31'42"E	36.11
C84	86°41'16"	30.26	20.00	S43°53'41"E	27.46
C85	96°46'33"	33.78	20.00	S47°50'14"W	29.91
C86	28°09'47"	356.36	725.00	S82°08'37"W	352.79
C87	24°15'57"	62.51	145.00	S80°24'42"W	62.02
C88	137°31'11"	46.71	196.50	S80°25'44"W	46.60
C89	119°19'39"	183.27	88.00	S46°43'02"W	151.90
C90	137°31'11"	46.71	196.50	S67°08'13"E	46.60
C91	57°08'15"	204.43	205.00	S27°53'45"E	196.07
C92	52°37'51"	188.31	205.00	S82°46'48"E	181.76
C93	25°19'14"	749.07	1695.00	N83°35'53"E	742.99
C94	83°51'27"	29.05	20.00	S42°08'46"E	26.56
C95	96°46'33"	33.78	20.00	S47°50'14"W	29.91
C96	20°02'29"	617.96	1755.00	S86°08'16"W	614.77
C97	88°47'09"	15.48	10.00	N69°35'56"W	13.98
C98	88°47'09"	15.48	10.00	S29°06'09"W	13.98
C99	23°25'35"	78.07	1755.00	S72°10'44"W	78.06
C100	52°37'51"	133.19	145.00	N69°35'56"W	128.56
C101	57°08'15"	144.60	145.00	N27°53'45"E	138.68
C102	92°08'16"	16.07	10.00	N46°43'02"E	14.40
C103	87°54'42"	15.34	10.00	N43°16'58"E	13.88
C104	92°08'16"	16.07	10.00	N46°43'02"E	14.40
C105	22°26'31"	80.30	205.00	N81°32'25"E	79.78
C106	94°25'57"	16.48	10.00	N39°59'36"E	14.68
C107	83°18'37"	14.54	10.00	N62°24'29"E	13.29
C108	28°09'47"	328.87	665.00	N82°08'37"E	323.59
C109	83°13'02"	29.05	20.00	S42°08'46"E	26.56
C110	96°46'33"	33.78	20.00	S47°50'14"W	29.91
C111	28°09'47"	218.73	445.00	S82°08'37"W	216.54
C112	96°41'21"	16.88	10.00	N63°35'35"W	14.94
C113	87°42'19"	15.31	10.00	S28°36'16"W	13.86
C114	20°18'15"	150.61	425.00	S82°36'33"W	148.82
C115	19°55'59"	168.73	485.00	S45°09'44"E	167.88
C116	91°52'25"	16.04	10.00	S61°02'36"E	14.38
C117	83°18'37"	14.54	10.00	N62°24'29"E	13.29
C118	28°09'47"	189.24	385.00	N82°08'37"E	187.34
C119	83°13'27"	29.05	20.00	S42°08'46"E	26.56
C120	93°18'44"	32.57	20.00	N46°06'19"E	29.09
C121	83°18'44"	29.26	20.00	N46°06'19"E	26.72
C122	41°55'56"	246.23	3470.00	N66°25'50"W	246.18
C123	137°31'11"	46.71	196.50	S84°45'37"W	46.60
C124	117°41'21"	180.07	88.00	N43°25'48"W	150.26
C125	137°31'11"	46.71	196.50	N82°47'47"E	46.60
C126	94°26'36"	16.48	10.00	N45°38'06"W	14.68
C127	85°45'45"	14.96	10.00	S43°25'48"E	13.61
C128	44°45'45"	40.32	480.00	N35°36'35"E	40.31
C129	44°45'45"	35.28	420.00	S35°36'35"W	35.27
C130	90°00'00"	15.71	10.00	S43°25'48"E	14.14
C131	90°00'00"	15.71	10.00	S46°34'12"W	14.14
C132	92°27'47"	16.14	10.00	S44°39'42"E	14.44
C133	87°27'54"	15.26	10.00	S45°17'54"E	13.82
C134	90°00'00"	31.42	20.00	S43°25'48"E	28.28
C135	35°52'27"	239.71	3530.00	S86°29'05"E	239.66
C136	96°40'15"	31.51	20.00	N47°71'21"E	29.73
C137	83°13'27"	29.05	20.00	N42°08'46"W	26.56
C138	71°15'41"	310.32	2470.00	N87°22'27"W	310.12
C139	70°16'06"	314.32	2530.00	S87°20'02"E	314.12
C140	96°46'33"	33.78	20.00	N47°50'14"E	29.91
C141	83°13'27"	29.05	20.00	N42°08'46"W	26.56
C142	96°46'33"	33.78	20.00	N47°50'14"E	29.91
C143	43°39'19"	166.96	2055.00	S86°06'09"E	166.92
C144	43°39'19"	162.09	1995.00	N86°06'09"W	162.05
C145	63°17'11"	284.44	2470.00	S83°39'54"W	285.28
C146	04°53'57"	33.77	2530.00	S80°56'16"W	33.77
C147	81°08'04"	14.16	10.00	S40°43'40"W	13.01
C148	24°27'45"	87.52	205.00	S12°30'07"E	86.86
C149	241°52'01"	261.73	62.00	N34°28'02"W	106.36
C150	86°10'27"	57.12	38.00	N43°24'18"E	51.89
C151	97°01'36"	16.93	10.00	N48°21'04"E	14.98
C152	53°05'59"	243.59	2530.00	S85°33'02"W	243.49
C153	87°04'19"	30.39	20.00	S45°06'22"W	27.55
C154	88°48'48"	31.00	20.00	N45°08'52"W	27.99
C155	91°11'12"	31.83	20.00	N47°08'48"E	28.58
C156	92°55'41"	32.44	20.00	N44°53'38"W	29.00
C157	34°51'32"	424.39	695.00	N73°51'32"W	417.83
C158	90°00'00"	15.71	10.00	S78°37'43"W	14.14
C159	68°43'59"	45.70	38.00	S04°19'17"E	42.99
C160	248°53'59"	269.34	62.00	N89°10'43"E	102.25

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C161	19°53'13"	128.42	370.00	N23°41'07"E	127.78
C162	93°36'49"	55.37	330.00	N18°32'55"E	55.31
C163	38°42'51"	97.98	145.00	N37°59'54"E	96.12
C164	38°42'51"	138.52	205.00	N35°59'54"E	135.90
C165	93°36'49"	45.30	270.00	N18°32'55"E	45.25
C166	15°48'55"	118.69	430.00	N21°38'58"E	118.32
C167	86°55'42"	15.00	10.00	N13°24'26"W	13.63
C168	34°59'12"	387.75	635.00	N73°51'53"W	381.76
C169	87°04'19"	15.20	10.00	S45°06'22"W	13.78
C170	11°55'19"	256.94	1230.00	S73°01'51"W	255.47
C171	11°55'19"	243.45	1170.00	S73°01'51"W	243.01
C172	92°55'41"	16.22	10.00	S44°53'38"E	14.50
C173	87°04'19"	15.20	10.00	S45°06'22"E	13.78
C174	11°55'19"	197.67	950.00	N73°01'51"E	197.32
C175	11°55'19"	185.19	890.00	S73°01'51"W	184.86
C176	94°02'13"	16.41	10.00	S45°26'00"E	14.63
C177	4°41'18"	202.11	2470.00	N85°13'07"E	202.05
C178	81°18'19"	14.19	10.00	N42°13'21"E	13.03
C179	11°55'19"	141.49	680.00	N73°01'51"E	141.24
C180	11°55'19"	128.01	620.00	S73°01'51"W	128.78
C181	101°10'13"	17.63	10.00	S48°56'14"E	15.44
C182	64°53'38"	298.52	2530.00	N83°55'08"E	298.35
C183	16°44'08"	18.10	620.00	S12°28'35"E	18.045
C184	68°53'59"	45.70	38.00	N30°20'29"E	42.99
C185	248°53'59"	269.34	62.00	N59°39'13"E	102.25
C186	93°33'28"	16.33	10.00	N42°46'13"E	14.57
C187	86°26'32"	15.09	10.00	N41°79'47"W	13.70
C188	16°44'08"	198.62	680.00	N12°28'35"E	197.92
C189	90°00'00"	15.71	10.00	S45°33'03"E	14.14
C190	13°37'10"	46.71	196.50	N6°15'32"E	46.60
C191	11°174'21"	180.07	88.00	N45°33'03"E	150.26
C192	13°37'10"	46.71	196.50	S82°38'22"W	46.60
C193	104°42'06"	371.69	1990.00	S82°13'00"E	371.15
C194	73°53'13"	214.44	1610.00	N83°39'54"W	214.28
C195	6°41'08"	703.60	6030.00	N89°10'36"E	703.21
C196	13°37'10"	46.71	196.50	S87°21'23"E	46.60
C197	113°02'08"	173.61	88.00	N42°56'08"E	146.79
C198	13°37'11"	46.71	196.50	N6°46'20"W	46.60
C199	59°12'26"	14.75	144.25	N2°57'03"E	14.74
C200	81°29'18"	84.98	780.00	N2°47'31"E	84.44
C201	84°29'12"	14.75	10.00	S41°55'58"W	13.45
C202	95°30'48"	16.67	10.00	S48°04'02"E	14.81
C203	81°29'18"	77.98	720.00	S2°47'31"E	77.94
C204	79°56'21"	13.95	10.00	S45°51'51"W	12.85
C205	100°03'39"	17.46	10.00	S44°08'09"E	15.33
C206	59°12'26"	20.88	204.25	S2°57'19"E	20.87
C207	85°47'47"	29.95	20.00	S42°56'08"W	27.23
C208	142°50"	178.58	5970.00	S87°34'09"W	178.57
C209	92°47'20"	16.19	10.00	S47°06'46"W	14.48
C210	87°58'51"	15.36	10.00	S45°12'19"W	13.89
C211	31°25'	346.30	5970.00	N89°08'33"W	346.25
C212	92°56'54"	16.22	10.00	S41°00'23"W	14.50
C213	87°03'06"	15.19	10.00	N48°59'37"E	13.77
C214	73°53'13"	206.45	1550.00	N83°39'54"W	206.30
C215	86°44'05"	15.14	10.00	N36°28'34"W	13.73
C216	93°15'15"	16.28	10.00	N53°31'26"E	14.54
C217	104°02'06"	382.89	2050.00	S85°12'00"E	382.34
C218	90°00'00"	31.42	20.00	N45°33'03"E	28.28
C219	90°00'00"	15.71	10.00	N44°28'57"E	14.14
C220	104°02'06"	423.99	2270.00	S85°12'00"E	423.37
C221	81°34'03"	14.24	10.00	S39°07'56"W	13.06
C222	51°04'42"	40.67	450.00	S43°12'00"W	40.66
C223	35°26'28"	16.48	510.00	N45°13'57"E	34.47
C224	97°07'40"	39.95	10.00	H51°35'13"E	14.99
C225	73°53'13"	177.15	1330.00	N83°39'54"W	177.02
C226	92°18'14"	11.11	10.00	S47°08'34"E	11.27
C227	0°36'21"	16.27	1090.00	S3°08'53"E	14.42
C228	1°37'34"	15.13	533.19	N5°03'45"E	15.13
C229	87°51'43"	15.33	10.00	N48°35'18"E	13.88
C230	32°23'37"	340.58	5750.00	S89°10'39"E	340.53
C231	92°51'26"	16.07	10.00	S44°49'17"E	14.40
C232	87°06'51"	15.20	10.00	S46°46'19"E	13.78
C233	22°43'	250.42	5750.00	N87°04'53"E	250.40
C234	214°53'	243.76	6212.47	S47°03'40"E	243.74
C235	92°55'35"	16.22	10.00	N45°14'54"W	14.50
C236	87°55'33"	15.34	10.00	S45°09'32"W	13.88
C237	32°23'37"	339.95	5690.00	N89°11'20"W	339.90
C238	87°53'33"	15.29	10.00	N43°39'54"W	13.85
C239	92°16'32"	16.11	10.00	N42°22'54"E	14.42
C240	73°53'	169.16	1270.00	N86°39'54"W	169.03

THE GRANARY

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C561	3°47'30"	45.00	680.00	S6°20'34"W	44.99
C562	3°47'29"	45.00	680.00	S10°08'03"W	44.99
C563	1°27'43"	17.35	680.00	S12°45'40"W	17.35
C564	5°52'52"	63.64	620.00	N10°33'05"E	63.61
C565	6°02'27"	65.37	620.00	N4°35'25"E	65.34
C566	4°28'07"	197.32	2530.00	S82°46'23"W	197.27
C567	2°17'31"	101.20	2530.00	S86°09'11"W	101.20
C568	4°29'59"	48.69	620.00	S18°35'40"E	48.68
C569	6°10'44"	66.86	620.00	S13°15'18"E	66.83
C570	6°03'25"	65.54	620.00	S7°08'14"E	65.51
C571	54°54'02"	36.41	38.00	S23°20'30"W	35.03
C572	13°59'57"	9.28	38.00	S57°47'30"W	9.26
C573	62°13'34"	67.34	62.00	S33°40'41"W	64.07
C574	55°08'27"	59.67	62.00	S25°00'19"E	57.39
C575	41°35'08"	45.00	62.00	S73°22'07"E	44.02
C576	41°35'08"	45.00	62.00	N65°02'45"E	44.02
C577	46°13'18"	50.02	62.00	N21°08'32"E	48.67
C578	2°08'24"	2.32	62.00	N3°02'19"W	2.32
C579	0°17'47"	3.52	680.00	N4°15'24"W	3.52
C580	4°38'03"	55.00	680.00	N6°43'20"W	54.99
C581	3°47'30"	45.00	680.00	N10°56'06"W	44.99
C582	4°38'03"	55.00	680.00	N15°08'53"W	54.99
C583	3°22'45"	40.11	680.00	N19°09'17"W	40.10
C584	3°29'56"	12.00	196.50	S11°1'56"W	12.00
C585	10°07'14"	34.71	196.50	S8°00'30"W	34.66
C586	7°05'41"	10.90	88.00	S9°31'17"W	10.89
C587	31°21'04"	48.15	88.00	S9°42'06"E	47.55
C588	32°00'17"	49.16	88.00	S41°22'46"E	48.52
C589	21°16'09"	32.67	88.00	S68°00'59"E	32.48
C590	25°31'10"	39.20	88.00	N88°35'22"E	38.87
C591	5°53'04"	20.18	196.50	N18°46'19"E	20.17
C592	7°44'06"	26.53	196.50	N85°34'54"E	26.51
C593	1°27'56"	50.90	1990.00	S89°48'05"E	50.90
C594	1°35'01"	55.00	1990.00	S88°17'37"E	55.00
C595	1°35'01"	55.00	1990.00	S86°42'36"E	55.00
C596	1°35'01"	55.00	1990.00	S85°07'35"E	55.00
C597	1°35'01"	55.00	1990.00	S83°32'34"E	55.00
C598	1°35'04"	55.03	1990.00	S81°57'32"E	55.03
C599	1°19'03"	45.76	1990.00	S80°30'29"E	45.76
C600	0°06'22"	2.98	1610.00	S79°54'08"E	2.98
C601	1°57'28"	55.00	1610.00	S80°56'02"E	55.00
C602	1°57'28"	55.00	1610.00	S82°53'29"E	55.00
C603	1°57'28"	55.00	1610.00	S84°50'55"E	55.00
C604	1°39'12"	46.46	1610.00	S86°39'14"E	46.46
C605	0°29'21"	51.49	6030.00	S87°43'31"E	51.49
C606	0°31'21"	55.00	6030.00	S88°13'53"E	55.00
C607	0°31'21"	55.00	6030.00	S88°45'14"E	55.00
C608	0°31'21"	55.00	6030.00	S89°16'35"E	55.00
C609	0°31'21"	55.00	6030.00	S89°47'57"E	55.00
C610	0°31'21"	55.00	6030.00	S89°40'42"E	55.00
C611	0°31'21"	55.00	6030.00	N89°09'21"E	55.00
C612	0°31'21"	55.00	6030.00	N88°37'59"E	55.00
C613	0°31'21"	55.00	6030.00	N88°06'38"E	55.00
C614	0°31'21"	55.00	6030.00	N87°35'17"E	55.00
C615	0°14'15"	25.00	6030.00	N87°12'28"E	25.00
C616	0°31'21"	55.00	6030.00	N86°49'40"E	55.00
C617	0°31'21"	55.00	6030.00	N86°18'19"E	55.00
C618	0°12'36"	22.11	6030.00	N85°56'20"E	22.11
C619	1°11'19"	38.37	196.50	S88°34'19"E	38.31
C620	2°25'51"	8.34	196.50	S81°45'43"E	8.34
C621	30°22'55"	46.66	88.00	N84°15'45"E	46.12
C622	35°48'36"	55.00	88.00	N51°10'00"E	54.11
C623	35°48'35"	55.00	88.00	N15°21'24"E	54.11
C624	11°02'02"	16.95	88.00	N8°03'55"W	16.92
C625	3°46'26"	12.94	196.50	N11°41'43"W	12.94
C626	9°50'45"	33.77	196.50	N4°53'08"W	33.73
C627	2°51'01"	38.80	780.00	N4°28'11"E	38.80
C628	3°21'19"	45.68	780.00	N1°22'01"E	45.67
C629	3°21'39"	42.23	720.00	N1°22'11"E	42.23
C630	2°50'40"	35.74	720.00	N4°28'21"E	35.74
C631	0°00'07"	0.20	5970.54	S85°50'02"W	0.20
C632	0°26'13"	45.53	5970.00	N86°13'15"E	45.53
C633	0°26'22"	45.78	5970.00	N86°29'33"E	45.78
C634	0°26'24"	45.84	5970.00	N86°55'56"E	45.84
C635	0°18'02"	33.06	5970.00	N87°18'39"E	33.06
C636	0°57'24"	99.68	5970.00	N87°56'52"E	99.68
C637	0°25'55"	45.00	5970.00	S89°24'42"W	45.00
C638	0°25'55"	45.00	5970.00	S89°50'37"W	45.00
C639	0°25'55"	45.00	5970.00	N89°43'28"W	45.00
C640	0°25'55"	45.00	5970.00	N89°17'34"W	45.00

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C641	0°25'55"	45.00	5970.00	N88°51'39"W	45.00
C642	0°25'55"	45.00	5970.00	N88°25'44"W	45.00
C643	0°31'40"	55.00	5970.00	N87°56'57"W	55.00
C644	0°12'16"	21.30	5970.00	N87°34'58"W	21.30
C645	1°38'14"	44.29	1550.00	N86°39'43"W	44.29
C646	1°47'26"	48.44	1550.00	N84°56'53"W	48.44
C647	2°11'18"	59.20	1550.00	N82°57'31"W	59.20
C648	2°00'55"	54.52	1550.00	N80°51'25"W	54.52
C649	0°39'28"	23.53	2050.00	S80°10'41"E	23.53
C650	1°20'36"	48.06	2050.00	S81°10'43"E	48.06
C651	1°15'28"	45.00	2050.00	S82°28'45"E	45.00
C652	1°15'28"	45.00	2050.00	S83°44'12"E	45.00
C653	1°15'28"	45.00	2050.00	S84°59'40"E	45.00
C654	1°15'28"	45.00	2050.00	S86°15'08"E	45.00
C655	1°15'28"	45.00	2050.00	S87°30'36"E	45.00
C656	1°15'28"	45.00	2050.00	S88°46'03"E	45.00
C657	1°09'16"	41.30	2050.00	S89°58'25"E	41.30
C658	0°42'26"	28.02	2270.00	S89°48'10"W	28.02
C659	1°11'37"	47.29	2270.00	N89°14'48"W	47.29
C660	1°11'37"	47.29	2270.00	N88°03'11"W	47.29
C661	1°11'37"	47.29	2270.00	N86°51'34"W	47.29
C662	1°11'37"	47.29	2270.00	N85°39'56"W	47.29
C663	1°11'37"	47.29	2270.00	N84°28'19"W	47.29
C664	1°11'37"	47.29	2270.00	N83°16'42"W	47.29
C665	1°38'08"	64.80	2270.00	N81°51'49"W	64.80
C666	1°11'38"	47.30	2269.92	N80°26'56"W	47.30
C667	0°00'10"	0.11	2272.92	N79°50'57"W	0.11
C668	0°15'58"	6.18	1330.00	S79°58'56"E	6.18
C669	1°56'19"	45.00	1330.00	S81°05'04"E	45.00
C670	1°56'19"	45.00	1330.00	S83°01'23"E	45.00
C671	1°56'19"	45.00	1330.00	S84°57'42"E	45.00
C672	1°32'59"	35.97	1330.00	S86°42'21"E	35.97
C673	0°01'16"	2.12	5750.00	S87°29'27"E	2.12
C674	0°32'53"	55.00	5750.00	S87°46'33"E	55.00
C675	0°32'53"	55.00	5750.00	S88°19'26"E	55.00
C676	0°26'54"	45.00	5750.00	S88°49'19"E	45.00
C677	0°26'54"	45.00	5750.00	S89°16'14"E	45.00
C678	0°26'54"	45.00	5750.00	S89°43'08"E	45.00
C679	0°26'54"	45.00	5750.00	N89°49'58"E	45.00
C680	0°28'59"	48.46	5750.00	N89°22'01"E	48.46
C681	1°00'12"	100.68	5750.00	S87°49'39"W	100.68
C682	0°13'31"	22.62	5750.00	S87°12'47"W	22.62
C683	0°26'54"	45.00	5750.00	S86°52'35"W	45.00
C684	0°26'54"	45.00	5750.00	S86°25'40"W	45.00
C685	0°22'12"	37.12	5750.00	S86°01'08"W	37.12
C686	0°34'02"	56.33	5690.00	S89°22'47"W	56.33
C687	0°27'45"	45.93	5690.00	S89°53'41"W	45.93
C688	0°27'45"	45.93	5690.00	N89°38'34"W	45.93
C689	0°27'45"	45.93	5690.00	N89°10'50"W	45.93
C690	0°27'45"	45.93	5690.00	N88°43'05"W	45.93
C691	0°27'45"	45.93	5690.00	N88°15'20"W	45.93
C692	0°27'45"	45.93	5690.00	N87°47'35"W	45.93
C693	0°04'52"	8.05	5690.00	N87°31'16"W	8.05
C694	1°43'44"	38.32	1270.00	N86°36'59"W	38.32
C695	2°13'22"	49.27	1270.00	N84°38'28"W	49.26
C696	2°13'22"	49.27	1270.00	N82°25'04"W	49.26
C697	1°27'26"	32.30	1270.00	N80°34'40"W	32.30
C698	0°43'55"	29.77	2330.00	N80°12'55"W	29.77
C699	1°06'24"	45.00	2330.00	N81°08'04"W	45.00
C700	1°19'19"	53.76	2330.00	N82°20'56"W	53.76
C701	1°06'24"	45.00	2330.00	N83°33'47"W	45.00
C702	1°06'24"	45.00	2330.00	N84°40'11"W	45.00
C703	1°06'24"	45.00	2330.00	N85°46'34"W	45.00
C704	1°06'24"	45.00	2330.00	N86°52'58"W	45.00
C705	1°06'24"	45.00	2330.00	N87°59'22"W	45.00
C706	1°06'24"	45.00	2330.00	N89°05'45"W	45.00
C707	0°54'06"	36.66	2330.00	S89°54'00"W	36.66
C708	0°30'25"	22.56	2550.00	S89°44'47"E	22.56
C709	1°03'23"	47.02	2550.00	S88°57'53"E	47.02
C710	1°03'23"	47.02	2550.00	S87°54'30"E	47.02
C711	1°03'23"	47.02	2550.00	S86°51'07"E	47.02
C712	1°03'23"	47.02	2550.00	S85°47'43"E	47.02
C713	1°03'24"	47.02	2550.00	S84°44'20"E	47.02
C714	1°03'37"	47.19	2550.00	S83°40'50"E	47.19
C715	1°03'41"	47.24	2550.00	S82°37'10"E	47.24
C716	1°03'24"	47.03	2550.00	S81°33'38"E	47.03
C717	1°03'37"	47.19	2550.00	S80°30'07"E	47.19
C718	0°07'21"	5.46	2550.00	S79°54'38"E	5.46
C719	12°31'16"	42.94	196.50	S73°35'19"E	42.86
C720	1°05'55"	3.77	196.50	S66°46'44"E	3.77

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C721	5°50'37"	53.04	520.00	N3°04'21"E	53.01
C722	7°29'51"	68.05	520.00	N9°44'36"E	68.00
C723	3°48'48"	38.60	580.00	N11°35'07"E	38.60
C724	4°26'43"	45.00	580.00	N7°27'21"E	44.99
C725	4°26'43"	45.00	580.00	N3°00'38"E	44.99
C726	0°38'13"	6.45	580.00	N0°28'10"E	6.45
C727	0°27'27"	3.11	390.00	N0°22'46"E	3.11
C728	9°22'21"	63.80	390.00	S57°41"W	63.73
C729	3°30'40"	23.90	390.00	S11°44'11"W	23.90
C730	0°18'28"	2.42	450.00	S13°07'17"W	2.42
C731	7°00'10"	55.00	450.00	S9°40'58"W	54.97
C732	6°01'50"	47.36	450.00	S3°09'58"W	47.34
C733	0°48'35"	36.89	2610.00	N80°55'15"W	36.89
C734	0°59'16"	45.00	2610.00	N81°09'11"W	45.00
C735	0°59'16"	45.00	2610.00	N82°08'27"W	45.00
C736	1°02'34"	47.50	2610.00	N83°20'27"W	47.50
C737	0°59'16"	45.00	2610.00	N84°10'17"W	45.00
C738	0°59'16"	45.00	2610.00	N85°09'33"W	45.00
C739	0°59'16"	45.00	2610.00	N86°06'50"W	45.00
C740	0°59'16"	45.00	2610.00	N87°08'06"W	45.00
C741	0°59'16"	45.00	2610.00	N88°07'22"W	45.00
C742	0°59'16"	44.99	2610.00	N89°06'38"W	44.99
C743	0°23'36"	17.92	2610.00	N89°48'04"W	17.92
C744	0°24'23"	38.79	5470.00	S86°33'09"E	38.79
C745	0°28'17"	45.00	5470.00	S86°59'28"E	45.00
C746	0°28'17"	45.00	5470.00	S87°27'45"E	45.00
C747	0°28'17"	45.00	5470.00	S87°56'02"E	45.00
C748	0°34'33"	55.49	5470.00	S88°29'17"E	55.49
C749	0°28'17"	45.00	5470.00	S88°57'32"E	45.00
C750	0°28'17"	45.00	5470.00	S89°27'38"E	45.00
C751	0°28'16"	44.99	5470.00	S89°55'45"E	44.99
C752	0°28'17"	45.00	5470.00	N89°35'58"E	45.00
C753	0°33'32"	53.35	5470.00	N89°05'04"E	53.35
C754	3°01'03"	288.08	5470.00	N86°27'31"E	288.05
C755	0°34'34"	55.00	5470.00	S84°39'43"W	55.00
C756	0°11'52"	18.88	5470.00	S84°16'30"W	18.88
C757	1°14'48"	21.32	980.00	S0°36'02"E	21.32
C758	2°37'51"	45.00	980.00	S2°52'22"E	45.00
C759	2°37'51"	45.00	980.00	S5°30'15"E	45.00
C760	2°37'51"	45.00	980.00	S8°08'04"E	45.00
C761	2°37'51"	45.00	980.00	S10°45'56"E	45.00
C762	3°12'56"	55.00	980.00	S13°41'19"E	54.99
C763	0°35'44"	1.07	980.00	S15°19'40"E	1.07
C764	1°44'25"	27.94	920.00	N14°29'19"W	27.94
C765	3°35'26"	62.47	920.00	N11°40'24"W	62.46
C766	3°35'26"	62.47	920.00	N7°46'35"W	62.46
C767	3°35'26"	62.47	920.00	N3°53'33"W	62.46
C768	1°38'12"	26.28	920.00	S10°7'44"E	26.28
C769	1°04'15"	10.11	5410.00	S85°46'7"E	10.11
C770	0°52'56"	83.29	5410.00	N86°25'32"E	83.29
C771	1°03'19"	99.65	5410.00	N87°23'30"E	99.65
C772	2°03'16"	7.35	205.00	S0°11'16"W	7.35
C773	1°43'10"	51.95	205.00	S8°05'55"E	51.81
C774	0°33'32"	52.77	5410.00	N89°02'55"E	52.77
C775	0°29'11"	45.93	5410.00	S89°34'17"W	45.93
C776	0°29'11"	45.93	5410.00	N89°36'52"E	45.93
C777	0°34'25"	54.17	5410.00	S89°24'44"E	54.17
C778	0°44'43"	70.38	5410.00	N87°54'03"W	70.38
C779	0°35'40"	56.14	5410.00	N86°38'05"W	56.14
C780	0°30'04"	55.18	5410.00	N85°38'29"W	55.18
C781	4°41'28"	24.56	300.00	S11°06'45"W	24.55
C782	8°35'40"	45.00	300.00	S4°30'15"W	44.96
C783	0°53'22"	0.29	300.00	S0°10'44"W	0.29

Johnstown, Colorado

Planner



Civil Engineer

Galloway

Traffic Engineer

Rollins Consult, LLC
PO Box 1164
Fort Collins, Co 80522
970.213.2393

The provisions of this PUD shall prevail and govern development to the extent permitted by the Town of Johnstown municipal code. Where standards, details and guidelines of the PUD (outline, preliminary, or final development plans) do not clearly address a specific subject or are silent, the Johnstown Municipal Code and other standards, regulations, and guidelines shall be used. All proposed development is subject to Town of Johnstown review procedures.

1. A metro district shall be established to provide for common area maintenance and financing of the public improvements.
2. The site does not contain any known endangered species.
3. No archaeological or historic areas have been identified on the site.
4. No floodplains, wetlands, or geologic hazards have been identified or mapped on the site.

Lot B, Recorded Exemption No. 1059-7-3-RE3403, according to the map recorded December 4, 2002 at Reception Number 3011360, being a part of the Southwest Quarter of Section 7, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado.

The SE1/4 of Section 7, in Township 4 North, of Range 67 West of the 6th P.M., County of Weld, State of Colorado EXCEPTING therefrom right of way conveyed to The Great Western Construction Company by deed recorded in Book 194, page 290 and right of way conveyed to the Great Western Railway Company by deed recorded in Book 163, page 246, Weld County records, also except reservations contained in Patent recorded in Book 153, page 40, and in Deed recorded in Book 50, page 233, Weld County records.

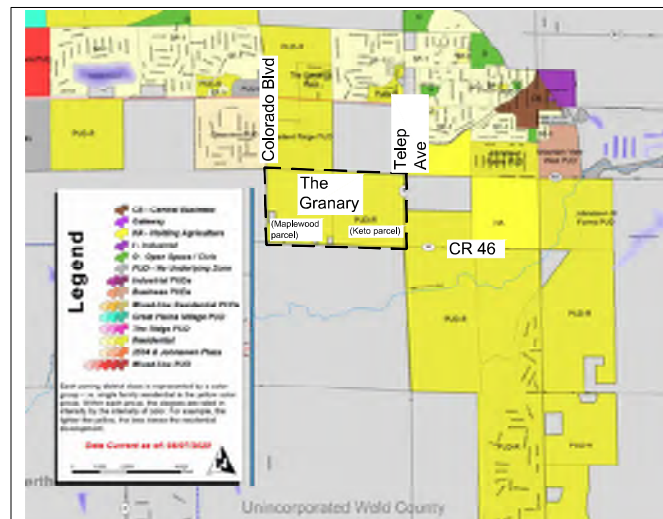
Existing zoning: PUD-R

Proposed zoning: PUD-R

	SQUARE FOOT	ACRES	OWNERSHIP	MAINTENANCE	PERCENTAGE
OUTLOT A	771,211	17.705	METRO DISTRICT	METRO DISTRICT	
OUTLOT B	53,831	1.236	METRO DISTRICT	METRO DISTRICT	
OUTLOT C	24,416	0.561	METRO DISTRICT	METRO DISTRICT	
OUTLOT D	128,518	2.950	METRO DISTRICT	METRO DISTRICT	
OUTLOT E	975,816	22.402	METRO DISTRICT	METRO DISTRICT	
OUTLOT F	40,243	0.924	METRO DISTRICT	METRO DISTRICT	
OUTLOT G	39,841	0.915	METRO DISTRICT	METRO DISTRICT	
OUTLOT H	24,687	0.567	METRO DISTRICT	METRO DISTRICT	
OUTLOT I	209,027	4.799	METRO DISTRICT	METRO DISTRICT	
OUTLOT J	117,708	2.702	METRO DISTRICT	METRO DISTRICT	
OUTLOT K	6,430	0.148	METRO DISTRICT	METRO DISTRICT	
OUTLOT L	12,455	0.286	METRO DISTRICT	METRO DISTRICT	
OUTLOT M	12,656	0.288	METRO DISTRICT	METRO DISTRICT	
OUTLOT N	11,136	0.256	METRO DISTRICT	METRO DISTRICT	
OUTLOT O	10,280	0.236	METRO DISTRICT	METRO DISTRICT	
OUTLOT P	211,395	4.853	METRO DISTRICT	METRO DISTRICT	
OUTLOT Q	161,362	3.704	METRO DISTRICT	METRO DISTRICT	
OUTLOT R	6,106	0.140	METRO DISTRICT	METRO DISTRICT	
OUTLOT S	3,565	0.082	METRO DISTRICT	METRO DISTRICT	
OUTLOT T	6,131	0.141	METRO DISTRICT	METRO DISTRICT	
OUTLOT U	71,992	1.653	METRO DISTRICT	METRO DISTRICT	
OUTLOT V	34,195	0.785	METRO DISTRICT	METRO DISTRICT	
OUTLOT W	32,348	0.743	METRO DISTRICT	METRO DISTRICT	
OUTLOT X	37,043	0.850	METRO DISTRICT	METRO DISTRICT	
OUTLOT Y	530,951	12.189	METRO DISTRICT	METRO DISTRICT	
OUTLOT Z	485,025	11.135	METRO DISTRICT	METRO DISTRICT	
OUTLOT AA	79,715	1.830	METRO DISTRICT	METRO DISTRICT	
OUTLOT BB	9,852	0.226	METRO DISTRICT	METRO DISTRICT	
OUTLOT CC	3,865	0.089	METRO DISTRICT	METRO DISTRICT	
TOTAL OUTLOTS	4,111,709	94.392			
SINGLE-FAMILY LOTS	5,600,723	128.575			43.62%
TOTAL SF LOTS	925				
ROADWAY R.O.W.	3,127,507	71.798			24.36%
TOTAL AREA		294.763			100%



Vicinity Map



Zoning Map: Existing Zone District PUD-R

HILLSBOROUGH DITCH COMPANY
THIS PRELIMINARY PLAT PLAN TO BE KNOWN AS THE GRANARY, WAS APPROVED BY ACTION OF
THE HILLSBOROUGH DITCH COMPANY ON THE _____ DAY OF _____, ____.

THE GRANARY
Johnstown, Colorado



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CONSTRUCTION

[illegible]

PRELIMINARY DEVELOPMENT PLAN

Date: 04.08.2021

Drawn By: SL & DD

Checked By: CR

Sheet Name

COVER SHEET

Sheet

G001

THE GRANARY
Johnstown, Colorado



NOT FOR
CONSTRUCTION

REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021

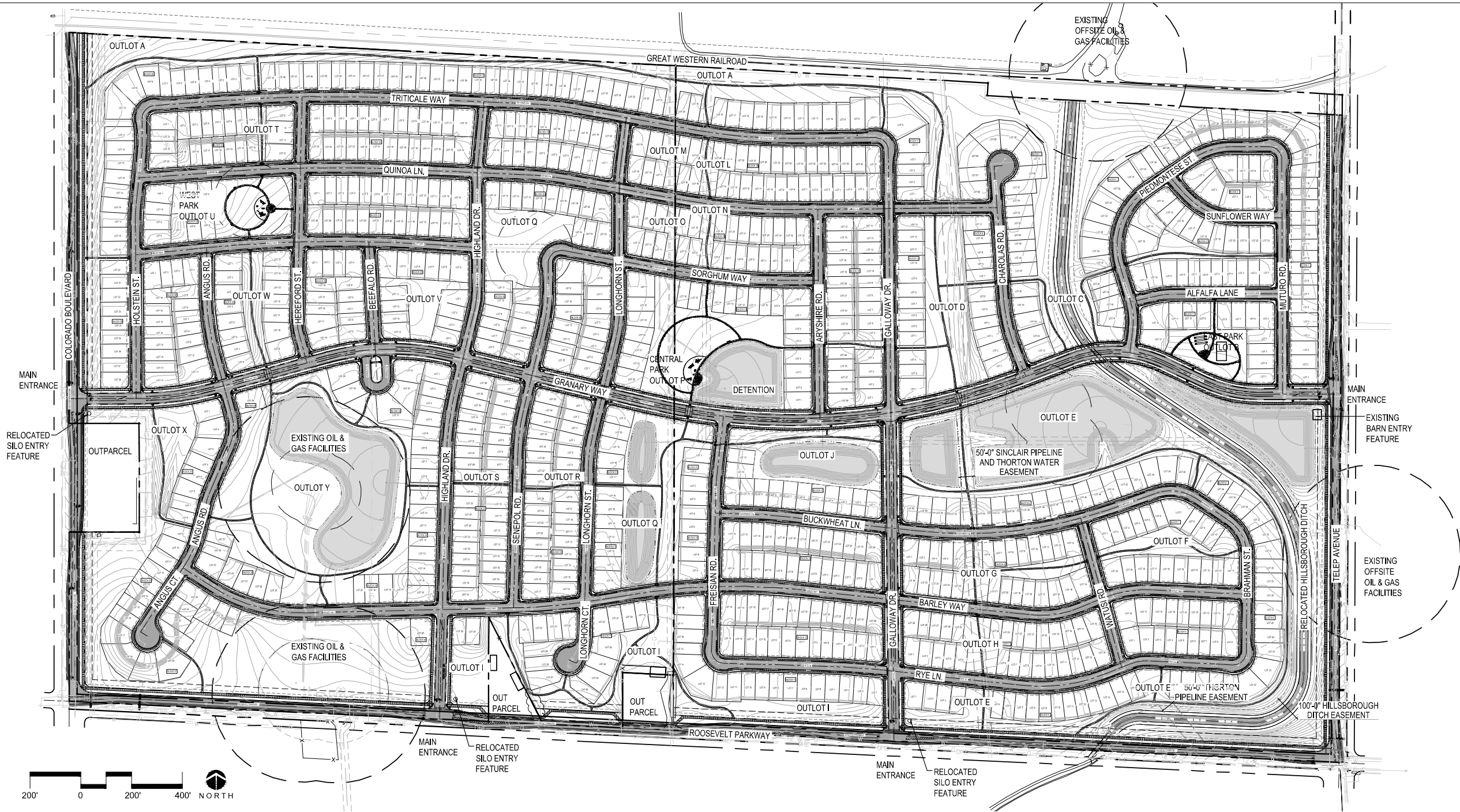
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Checked By: CR

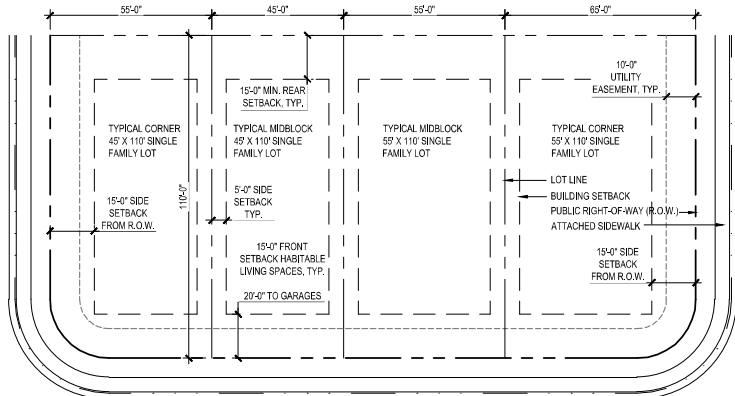
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OVERALL SITE PLAN
AND LAND USE
CHART

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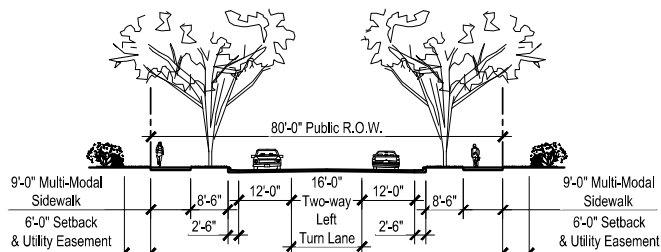
LS100



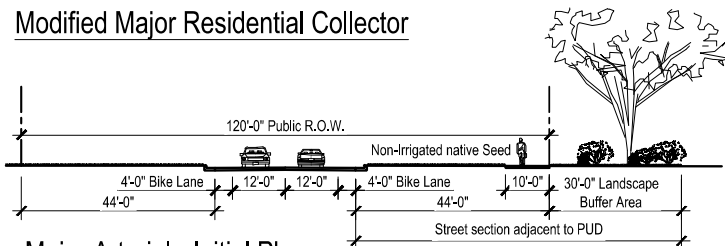
- SITE LEGEND:**
- PROPERTY LINE
 - LOT LINE
 - EASEMENT
 - LANDSCAPE BUFFER
 - 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
 - 350' ACTIVE OIL FACILITY SETBACK
 - ROAD
 - SIDEWALK
 - 5' SOFT SURFACE TRAIL SYSTEM
 - SPEED RAMP: REFER TO CIVIL PLANS FOR MORE INFORMATION AND DETAILS



Typical Front Load Single-Family Detached Lots



Modified Major Residential Collector



Major Arterial - Initial Phase

- Notes:**
- Left and right turn lanes at intersection and accesses as required per Traffic Impact Study.
 - On-street bike lanes.
 - Utilities should be located under the road or sidewalk, where possible.
 - Ultimate Major Arterial Road cross section will be built as determined by Traffic Impact Study and Town of Johnstown..

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REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

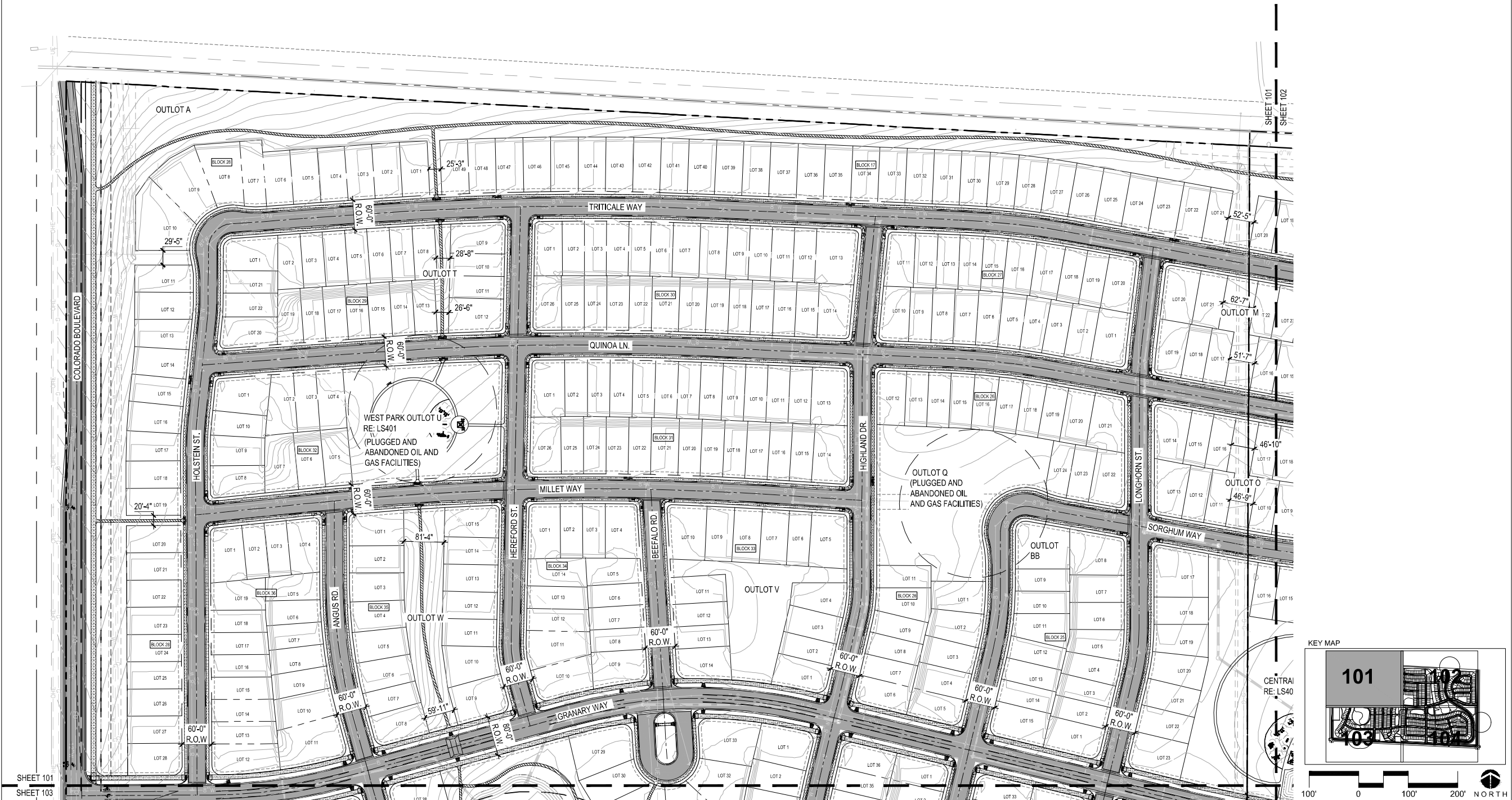
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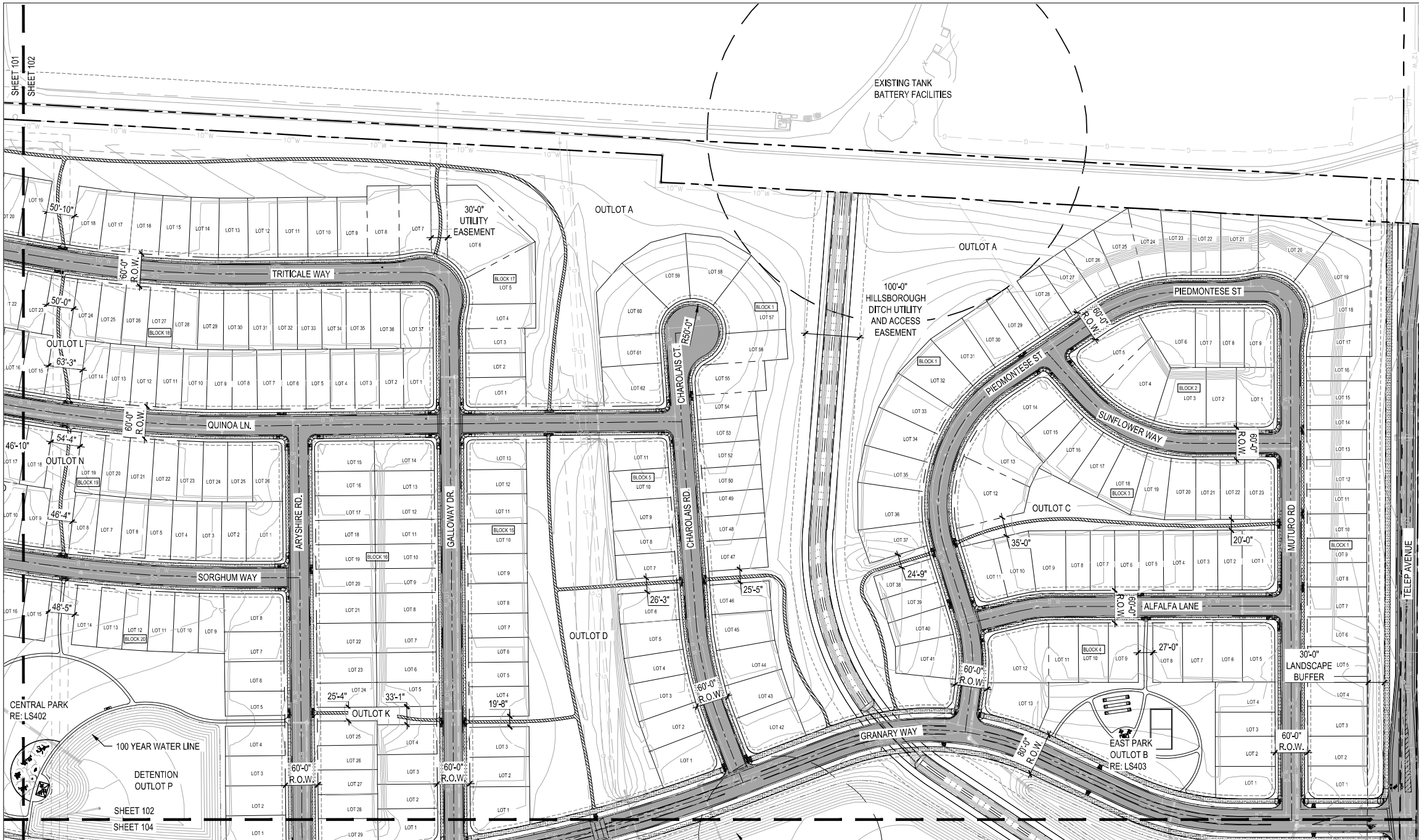
Sheet Name
SITE PLAN

Sheet

LS101

- SITE LEGEND:
- PROPERTY LINE
 - LOT LINE
 - EASEMENT
 - LANDSCAPE BUFFER
 - 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
 - 350' ACTIVE OIL FACILITY SETBACK
 - ROAD
 - SIDEWALK
 - 5' SOFT SURFACE TRAIL SYSTEM
- SPEED RAMP: REFER TO CIVIL PLANS FOR MORE INFORMATION AND DETAILS





SITE LEGEND:

- PROPERTY LINE
- LOT LINE
- EASEMENT
- LANDSCAPE BUFFER
- 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
- 350' ACTIVE OIL FACILITY SETBACK
- ROAD
- SIDEWALK
- 5' SOFT SURFACE TRAIL SYSTEM

SPEED RAMP: REFER TO CIVIL PLANS FOR MORE INFORMATION AND DETAILS

THE GRANARY
Johnstown, Colorado

Item #8.



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REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

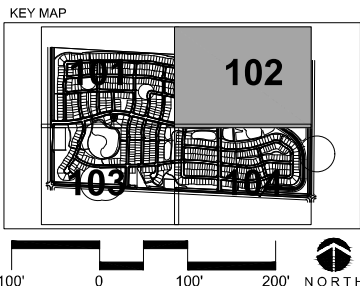
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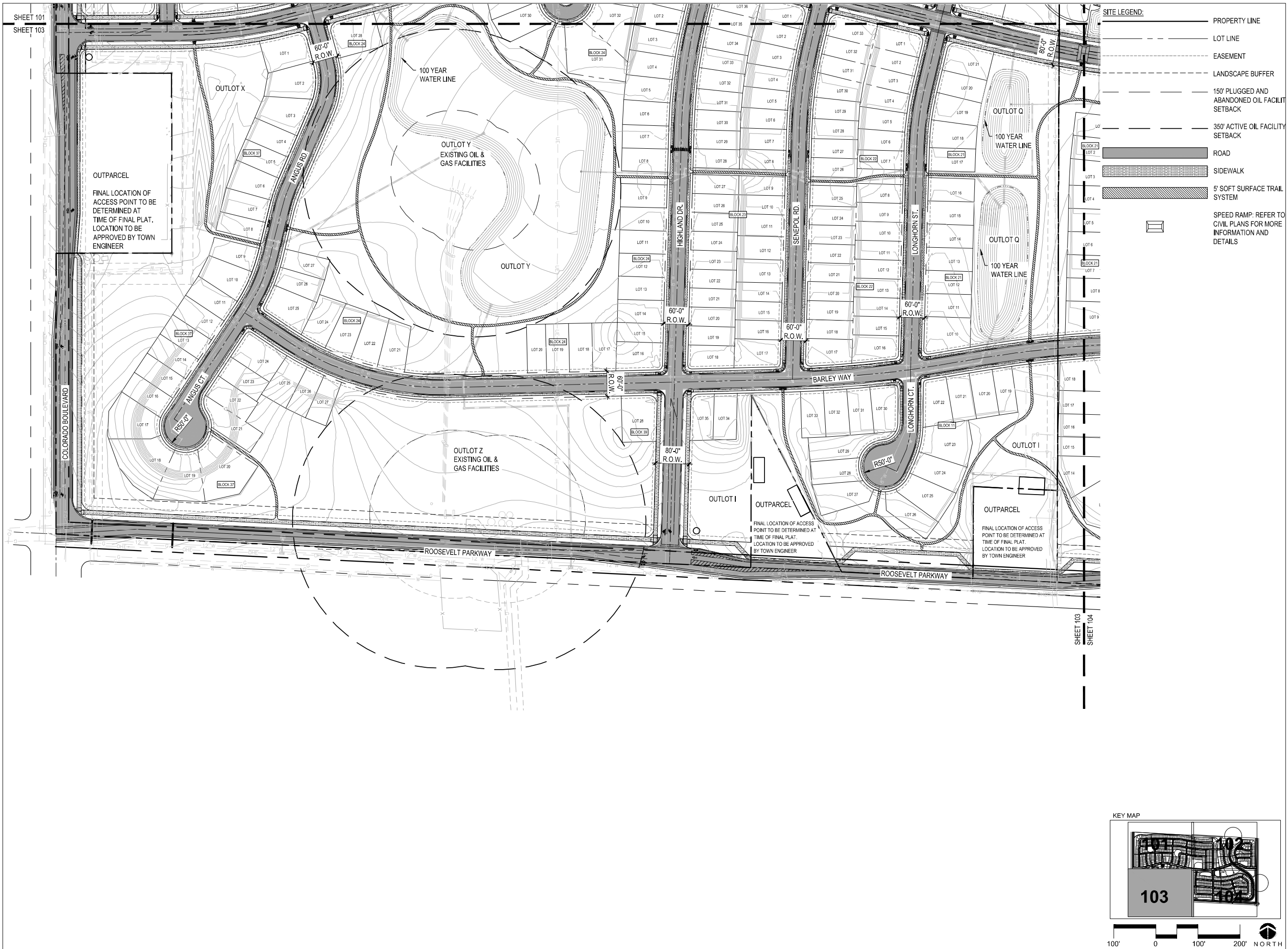
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SITE PLAN

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LS102





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CONSTRUCTION

REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021
Drawn By: SL & DD
Checked By: CR

Sheet Name

SITE PLAN

Sheet

LS103



SITE LEGEND:

- PROPERTY LINE
- LOT LINE
- EASEMENT
- LANDSCAPE BUFFER
- 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
- 350' ACTIVE OIL FACILITY SETBACK
- ROAD
- SIDEWALK
- 5' SOFT SURFACE TRAIL SYSTEM
- SPEED RAMP: REFER TO CIVIL PLANS FOR MORE INFORMATION AND DETAILS



NOT FOR
CONSTRUCTION

REV.	COMMENT	DATE

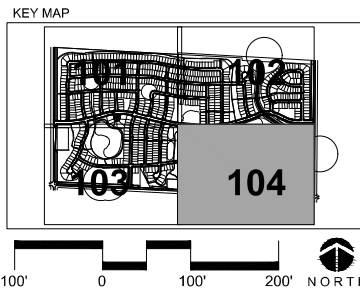
PRELIMINARY
DEVELOPMENT
PLAN

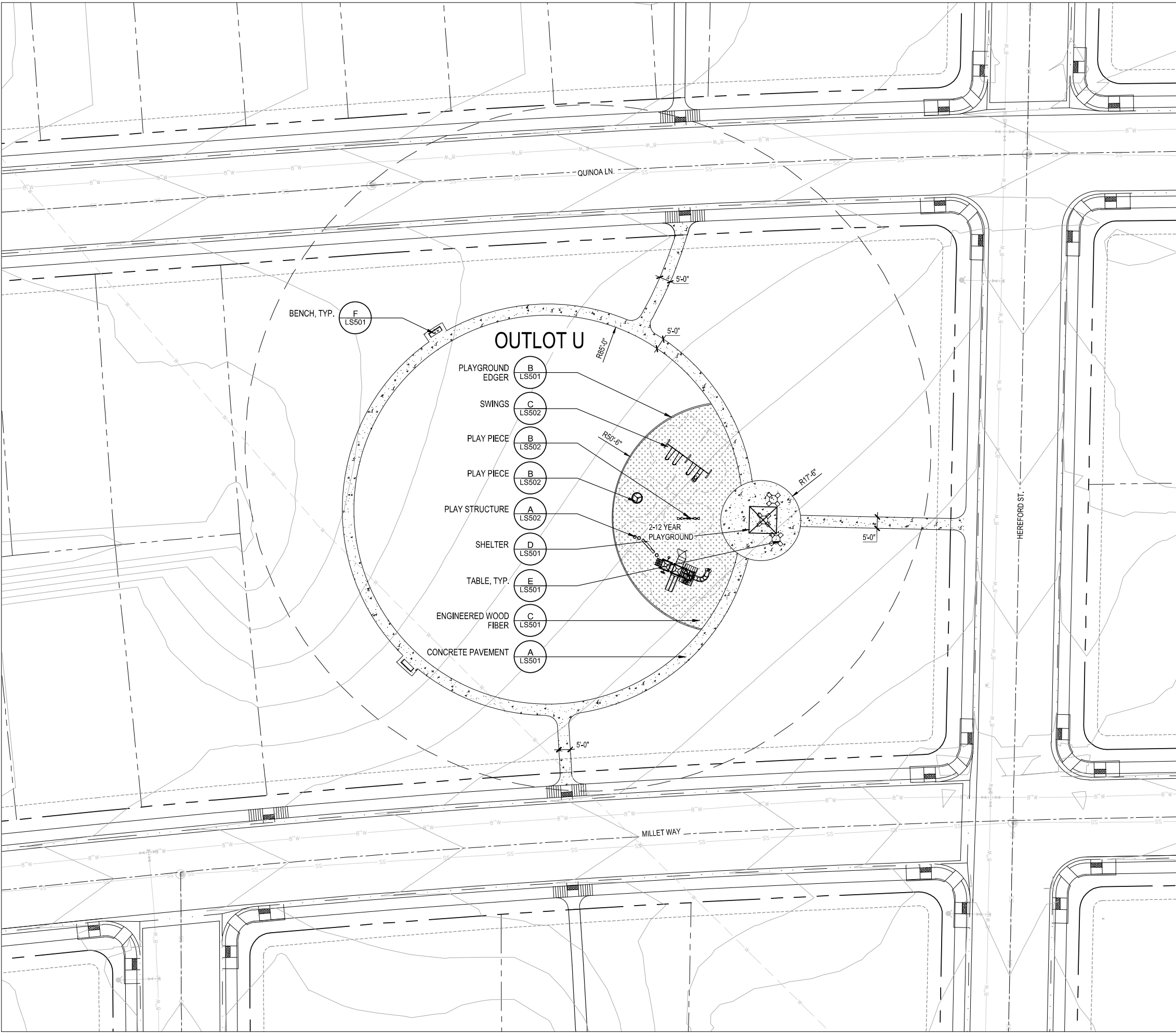
Date: 04.08.2021
Drawn By: SL & DD
Checked By: CR
Sheet Name

SITE PLAN

Sheet

LS104





SITE LEGEND:

- PROPERTY LINE
- LOT LINE
- EASEMENT
- LANDSCAPE BUFFER
- CONCRETE PLAYGROUND EDGER
- ENGINEERED WOOD FIBER
- CONCRETE PAVEMENT
- TABLE
- BENCH
- SPEED RAMP: REFER TO CIVIL PLANS FOR MORE INFORMATION AND DETAILS



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CONSTRUCTION

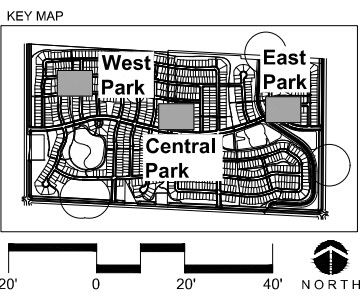
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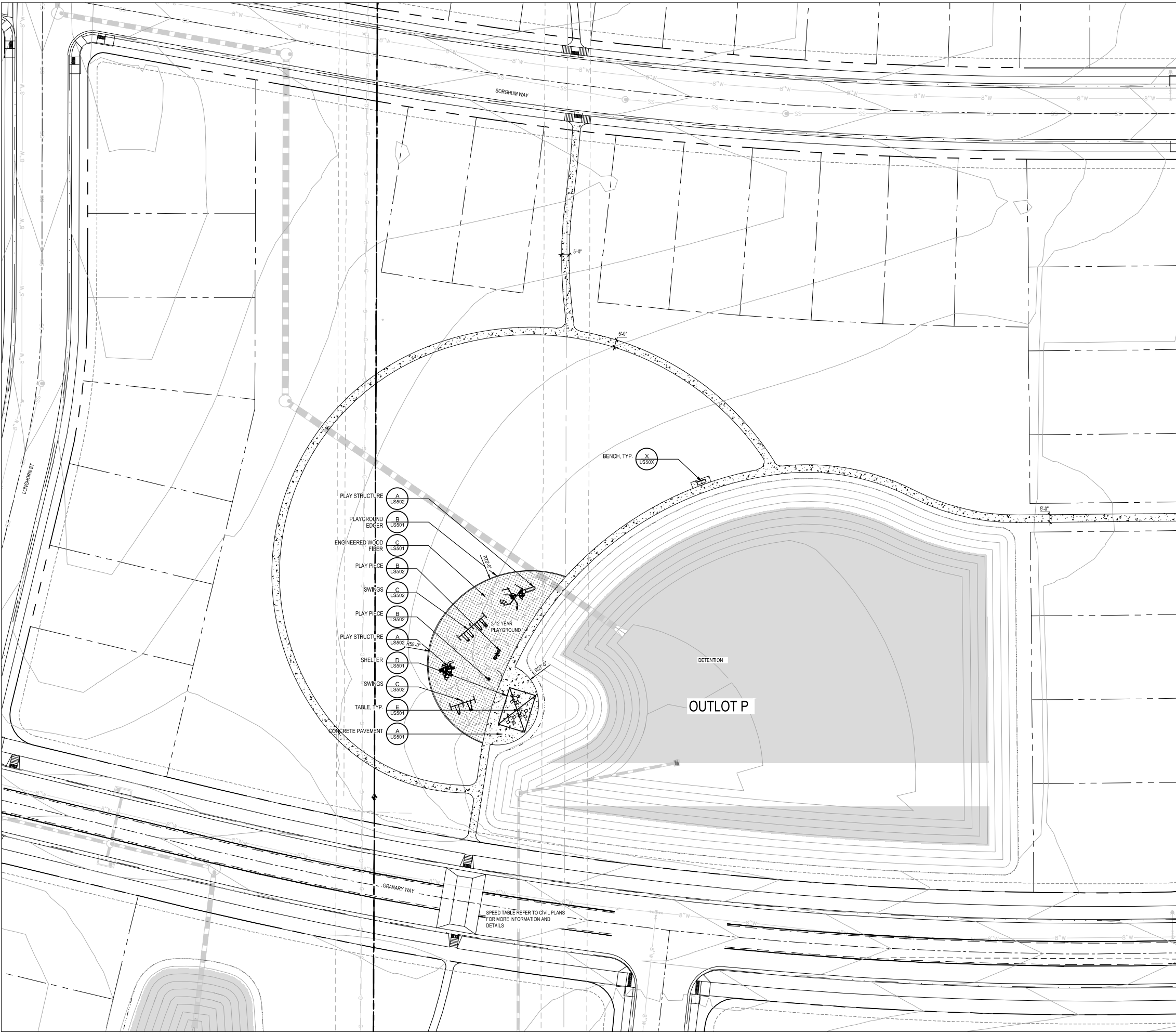
PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021
Drawn By: SL & DD
Checked By: CR

Sheet Name
SITE ENLARGEMENT
PLAN - WEST PARK

Sheet





SITE LEGEND:

- PROPERTY LINE
- LOT LINE
- EASEMENT
- LANDSCAPE BUFFER
- CONCRETE PLAYGROUND EDGER
- ENGINEERED WOOD FIBER
- CONCRETE PAVEMENT
- TABLE
- BENCH
- SPEED RAMP: REFER TO CIVIL PLANS FOR MORE INFORMATION AND DETAILS



NOT FOR CONSTRUCTION

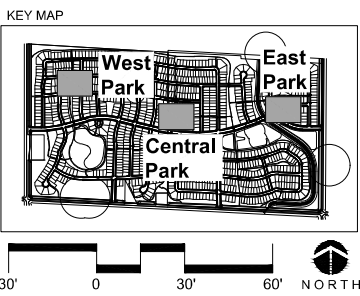
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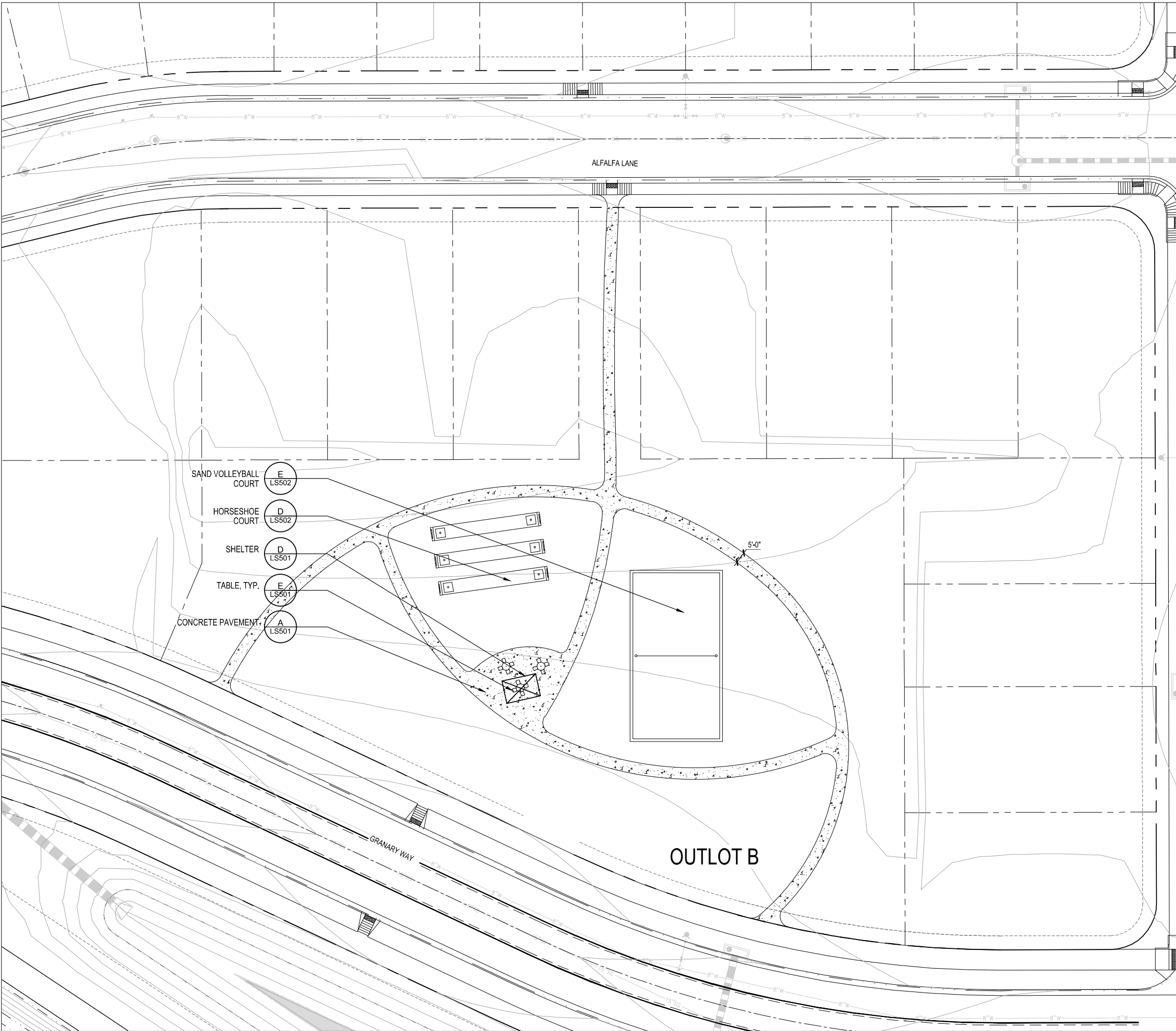
PRELIMINARY DEVELOPMENT PLAN

Date: 04.08.2021
Drawn By: SL & DD
Checked By: CR

Sheet Name
SITE ENLARGEMENT PLAN - CENTRAL PARK

Sheet

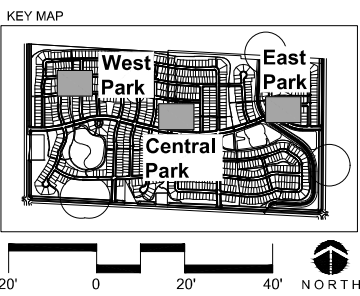




SITE LEGEND:

- PROPERTY LINE
- LOT LINE
- EASEMENT
- LANDSCAPE BUFFER
- CONCRETE PLAYGROUND EDGER
- ENGINEERED WOOD FIBER
- CONCRETE PAVEMENT
- TABLE
- BENCH
- SPEED RAMP: REFER TO CIVIL PLANS FOR MORE INFORMATION AND DETAILS

- SAND VOLLEYBALL COURT (E LS502)
- HORSESHOE COURT (D LS502)
- SHELTER (D LS501)
- TABLE, TYP. (E LS501)
- CONCRETE PAVEMENT (A LS501)



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CONSTRUCTION

REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021
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Checked By: CR

Sheet Name
SITE ENLARGEMENT
PLAN - EAST PARK

Sheet

THE GRANARY
Johnstown, Colorado



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REV.	COMMENT	DATE

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DEVELOPMENT
PLAN

Date: 04.08.2021

Drawn By: SL & DD

Checked By: CR

Sheet Name

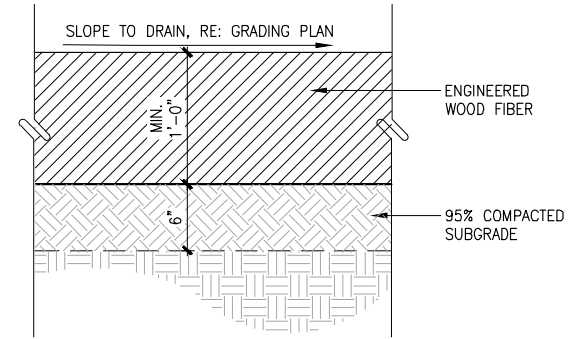
SITE DETAILS

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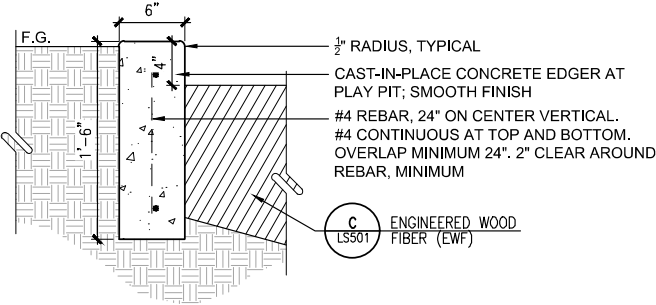


COMPANY: POLIGON
MODEL: MSX: MONOSLOPE (3' OVERHANG)
MOUNT: EMBED
ROOF TYPE: STANDING SEAM
ROOF COLOR: BUCKSKIN
FRAME COLOR: JUNIPER
INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS

D SHELTER
SCALE: NTS DT-FURN-SHEL

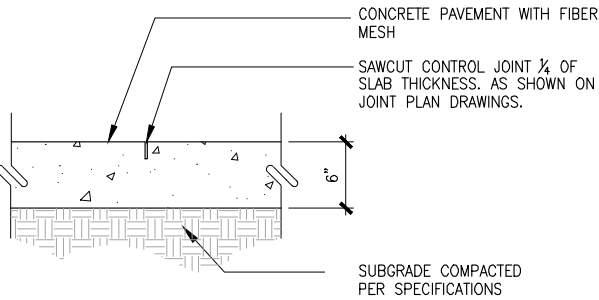


C ENGINEERED WOOD FIBER
SCALE: 1 1/2" = 1'-0" DT-PWMT-ENG-WOOD-FIBER



NOTES:
JOINT SPACING AT EDGER:
1. SAW CUT CONTROL JOINTS EQUALLY SPACED AT 8' MINIMUM, 10' MAXIMUM AND CONTINUE DOWN ENTIRE FACE OF EDGER
2. EXPANSION JOINTS EQUALLY SPACED AT 80' MINIMUM, 100' MAXIMUM
3. REFER TO SPECIFICATIONS FOR ALL MATERIALS CALLED OUT IN DETAIL

B PLAYGROUND EDGER
SCALE: 1 1/2" = 1'-0" DT-CURB-PLAY



NOTES:
1. EXPANSION JOINTS PLACED PER JOINT PLAN, BUT NO LESS THAN 100' O.C.
2. CONTROL JOINT PLACED PER JOINT PLAN, MAXIMUM SPACING 10'.
3. CONCRETE TO HAVE FINE BROOM FINISH PERPENDICULAR TO CENTERLINE OF PAVING.
4. FINISHED GRADE OF LANDSCAPE AREA TO BE 1" BELOW FINISH GRADE OF CONCRETE (TYPICAL BOTH SIDES).

A CONCRETE PAVEMENT
SCALE: N.T.S. DT-PWMT-COINC



COMPANY: MAGLIN
MODEL: 1100 CLUSTER SEATING, BACKLESS SEATS
MOUNT: SURFACE
MATERIAL: METAL
COLOR: TITANIUM
INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS

E TABLE
SCALE: NTS DT-FURN-TABL



COMPANY: MAGLIN
MODEL: 970 BACKED
MOUNT: SURFACE
MATERIAL: METAL
COLOR: TITANIUM
INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS

F BENCH
SCALE: NTS DT-FURN-BNCH



NOTES:
1. BARN TO BE INSPECTED AND MADE STRUCTURALLY SOUND.
2. NO ACCESS INTO THE INTERIOR OF THE BARN SHALL BE PERMITTED.

G TELEP AVENUE ENTRANCE BARN
SCALE: NTS DT-FURN-SIGN-ENTR-4



NOTES:
1. SILOS TO BE INSPECTED AND MADE STRUCTURALLY SOUND.
2. NO ACCESS INTO THE INTERIOR OF THE SILOS SHALL BE PERMITTED.

H SILO ENTRY SIGN
SCALE: NTS DT-FURN-SIGN-ENTR-1-3



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REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021
Drawn By: SL & DD
Checked By: CR

Sheet Name
SITE DETAILS

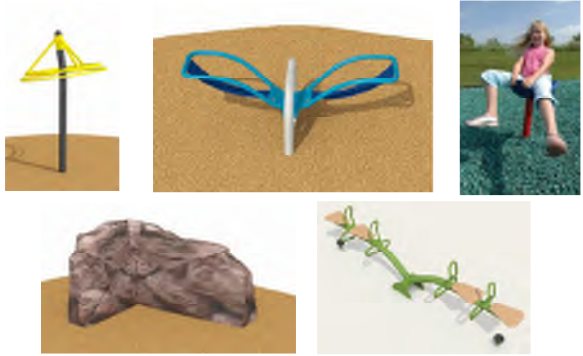
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LS502



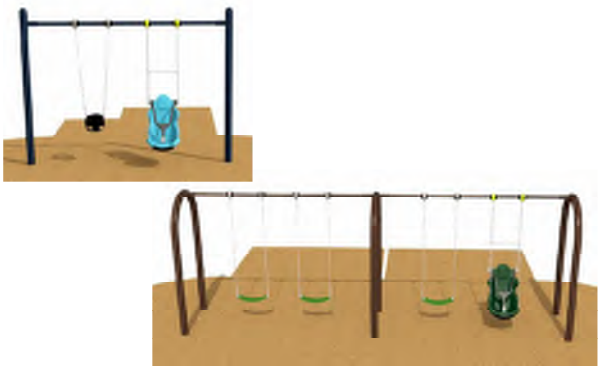
IMAGES ABOVE ARE REPRESENTATION OF TYPE OF PLAY EQUIPMENT.
COMPANY: TO BE DETERMINED
AGE RANGE: EQUIPMENT FOR 2-12 YEAR OLDS WILL BE ACCOMMODATED
COLOR: TO BE DETERMINED
INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS

A PLAY STRUCTURE
SCALE: NTS DT-FURN-PLAY-STRUC



IMAGES ABOVE ARE REPRESENTATION OF TYPE OF PLAY EQUIPMENT.
COMPANY: TO BE DETERMINED
MODEL: PIECES TO ACCOMMODATE AGES 2-12 YEARS OLD.
COLOR: TO BE DETERMINED
INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS

B PLAY PIECE
SCALE: NTS DT-FURN-PLAY-SWING



IMAGES ABOVE ARE REPRESENTATION OF TYPE OF PLAY EQUIPMENT.
COMPANY: TO BE DETERMINED
MODEL: SWINGS TO HAVE COMBINATION OF BELTS, ADA BUCKET AND TOT SWING
THROUGHOUT PARKS.
COLOR: TO BE DETERMINED
INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS

C SWINGS
SCALE: NTS DT-FURN-PLAY-SWING



IMAGES ABOVE ARE REPRESENTATION OF HORSESHOE COURT.

D HORSESHOE COURT
SCALE: NTS DT-FURN-HORSE



IMAGES ABOVE ARE REPRESENTATION OF SAND VOLLEYBALL COURT.
MINIMUM SIZE 40'X75'

E SAND VOLLEYBALL COURT
SCALE: NTS DT-FURN-PLAY-VOLY



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REV.	COMMENT	DATE

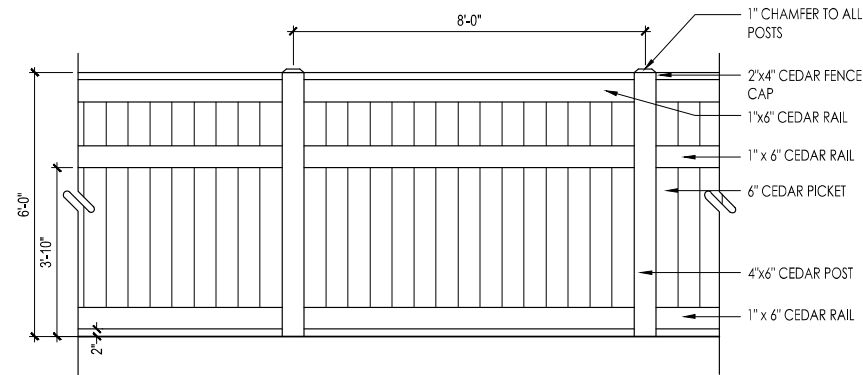
PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021
Drawn By: SL & DD
Checked By: CR

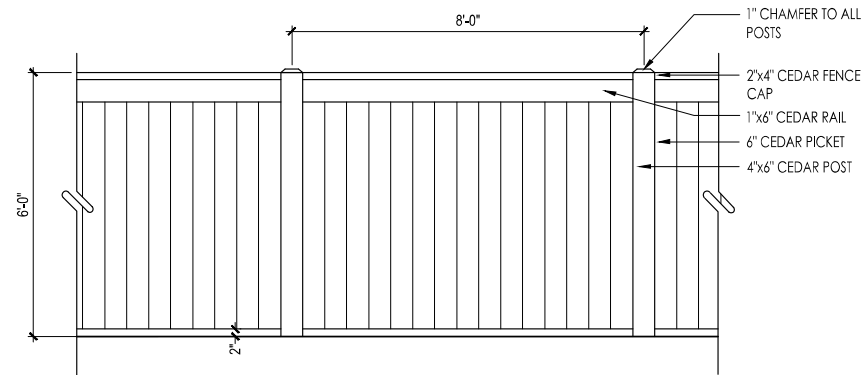
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Fencing Details

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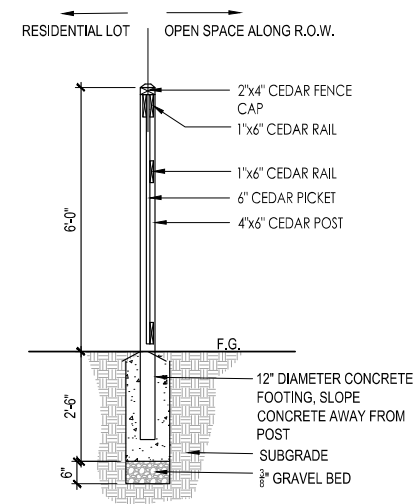
FP501



OUTSIDE ELEVATION (VIEW FROM R.O.W. ALONG COLORADO BOULEVARD, TELEP AVENUE, CR 46 AND RAILROAD)



INSIDE ELEVATION (VIEW FROM RESIDENTIAL LOT)



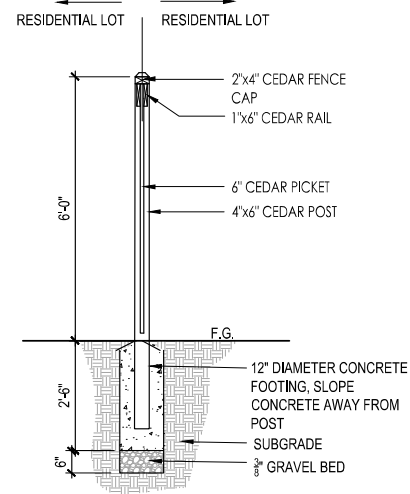
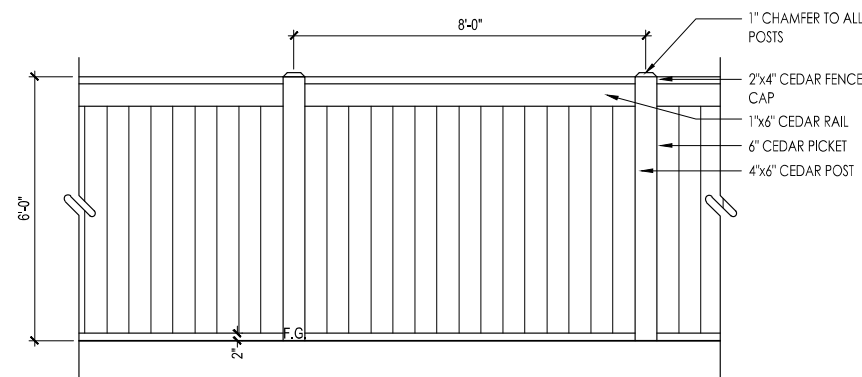
FENCE SECTION

- NOTES:
- FENCE TYPE 1 SHALL BE LOCATED AT ALL SINGLE-FAMILY LOT REAR PROPERTY LINES THAT BACK OPEN SPACE ALONG COLORADO BOULEVARD, TELEP AVENUE, CR 46 AND RAILROAD TO THE NORTH.
 - ALL FENCING MATERIALS SHALL BE CEDAR OR PRESSURE TREATED LUMBER #1 GRADE.
 - DEVELOPER'S STRUCTURAL ENGINEER TO APPROVE ALL COLUMN FOOTINGS.

A FENCE TYPE 1 (ALONG SINGLE-FAMILY REAR LOT PROPERTY LINES ADJACENT TO PUBLIC ARTERIAL R.O.W.)

SCALE: 1/2"=1'-0"

DT-FENC-TYPE 1



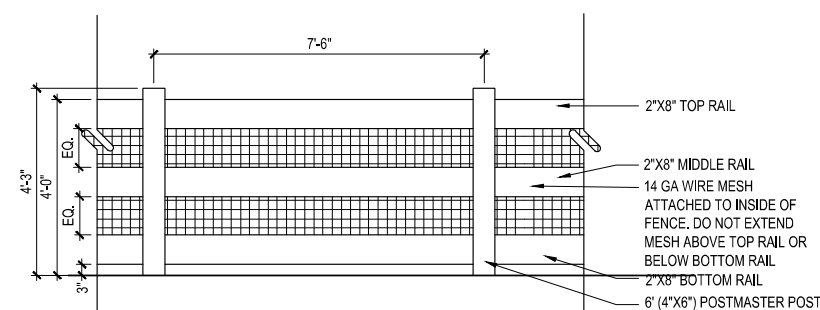
FENCE SECTION

- NOTES:
- FENCE TYPE 2 SHALL BE LOCATED AT ALL SINGLE-FAMILY LOT SIDE PROPERTY LINES.
 - ALL FENCING MATERIALS SHALL BE CEDAR OR PRESSURE TREATED LUMBER #1 GRADE.
 - DEVELOPER'S STRUCTURAL ENGINEER TO APPROVE ALL COLUMN FOOTINGS.

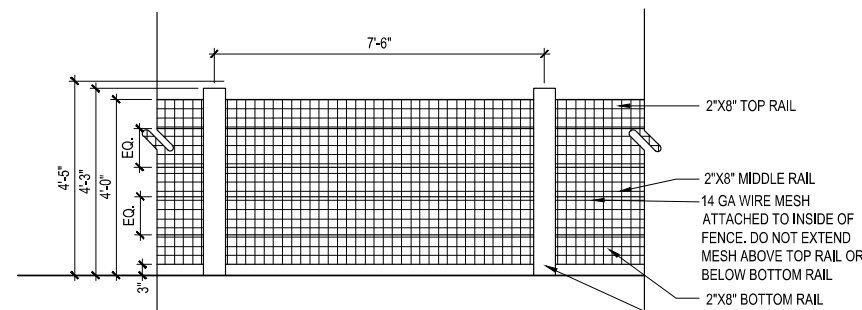
B FENCE TYPE 2 (ALONG SINGLE-FAMILY SIDE LOT PROPERTY LINES)

SCALE: 1/2"=1'-0"

DT-FENC-TYPE 2



OUTSIDE ELEVATION (VIEW FROM OPEN SPACE)



INSIDE ELEVATION (VIEW FROM RESIDENTIAL LOT)

- NOTES:
- FENCE TYPE 3 SHALL BE LOCATED ON ALL SINGLE-FAMILY LOT REAR PROPERTY LINES THAT BACK INTERIOR OPEN SPACE.
 - ALL FENCING MATERIALS SHALL BE CEDAR OR PRESSURE TREATED LUMBER #1 GRADE.
 - DEVELOPER'S STRUCTURAL ENGINEER TO APPROVE ALL COLUMN FOOTINGS.

C FENCE TYPE 3 (ALONG SINGLE-FAMILY LOT LINES THAT ARE ADJACENT TO INTERIOR OPEN SPACE)

SCALE: 1/2"=1'-0"

DT-FENC-TYPE 3

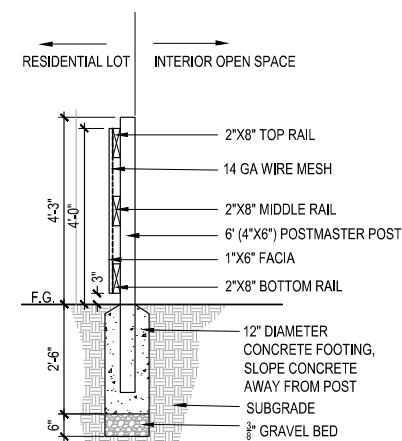
D FENCE TYPE 4 (OIL & GAS FACILITIES)

SCALE: 1/2"=1'-0"

DT-FENC-TYPE 4



- NOTES:
- AMERISTAR IMPASSE II FENCING IN BLACK.
 - FENCE TYPE 2 SHALL BE LOCATED AROUND EXISTING OIL & GAS FACILITIES.
 - FINAL LOCATIONS OF FENCING AROUND ACTIVE OIL & GAS FACILITIES TO BE APPROVED BY OIL & GAS FACILITIES AT TIME OF FINAL PLAT.



FENCE SECTION

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Johnstown, Colorado



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REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021
Drawn By: SL & DD
Checked By: CR

Sheet Name
LANDSCAPE PLAN

Sheet

LP101





- LANDSCAPE LEGEND:
- PROPERTY LINE
 - EASEMENT
 - 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
 - 350' ACTIVE OIL FACILITY SETBACK
 - LANDSCAPE BUFFER
 - SHRUB BED W/ WOOD MULCH (4" DEPTH)
 - RTF FESCUE BLEND
 - HYBRID BLUEGRASS
 - DETENTION SEED MIX
 - UPLAND SEED MIX
 - 100 YEAR WATER LINE



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CONSTRUCTION

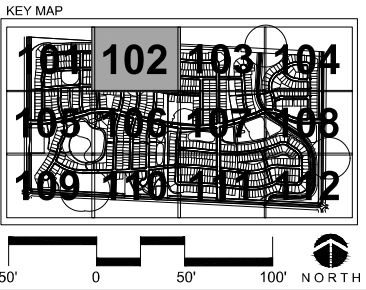
REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021
Drawn By: SL & DD
Checked By: CR

Sheet Name
LANDSCAPE PLAN

Sheet





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CONSTRUCTION

REV.	COMMENT	DATE

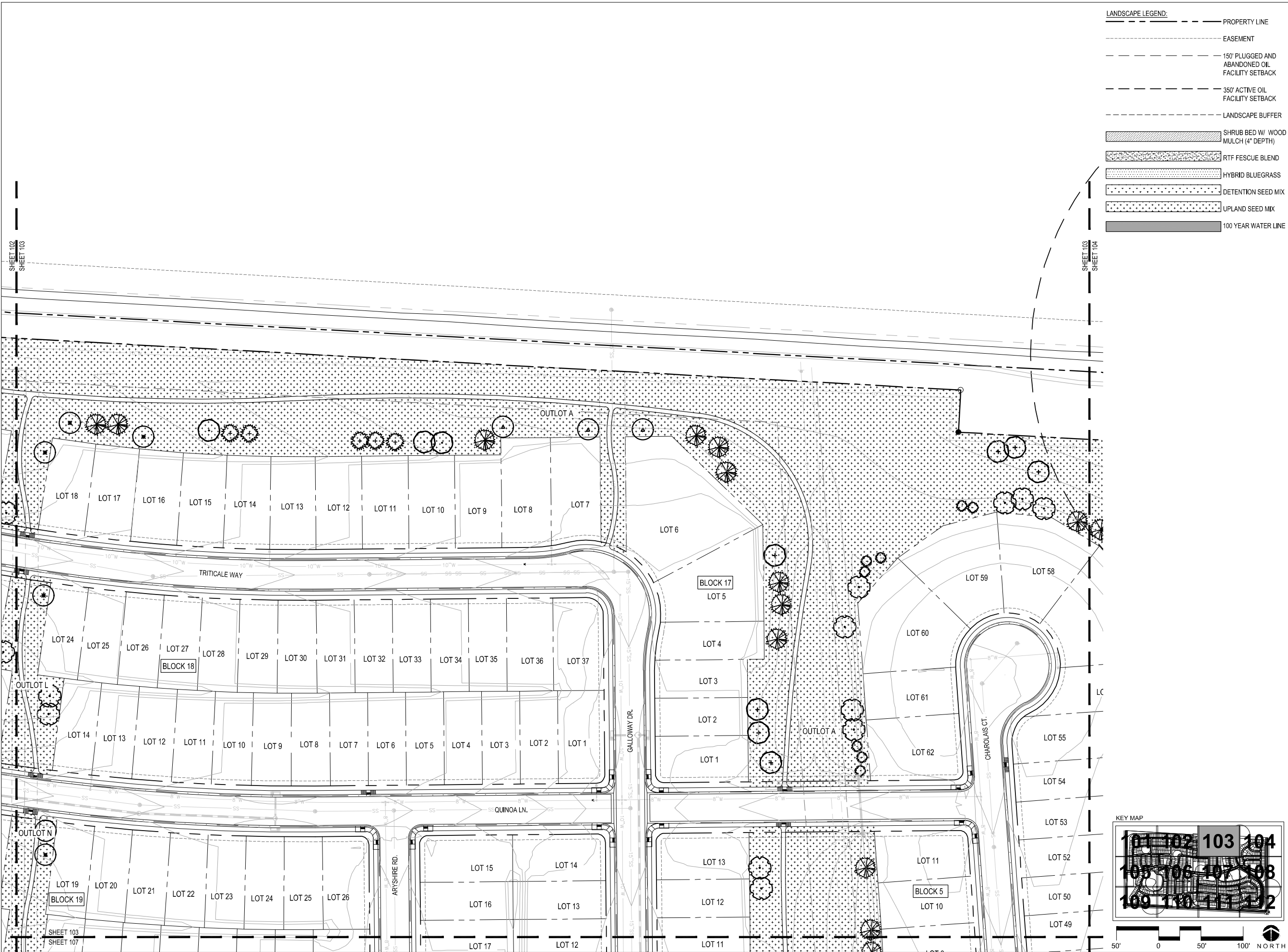
PRELIMINARY
DEVELOPMENT
PLAN

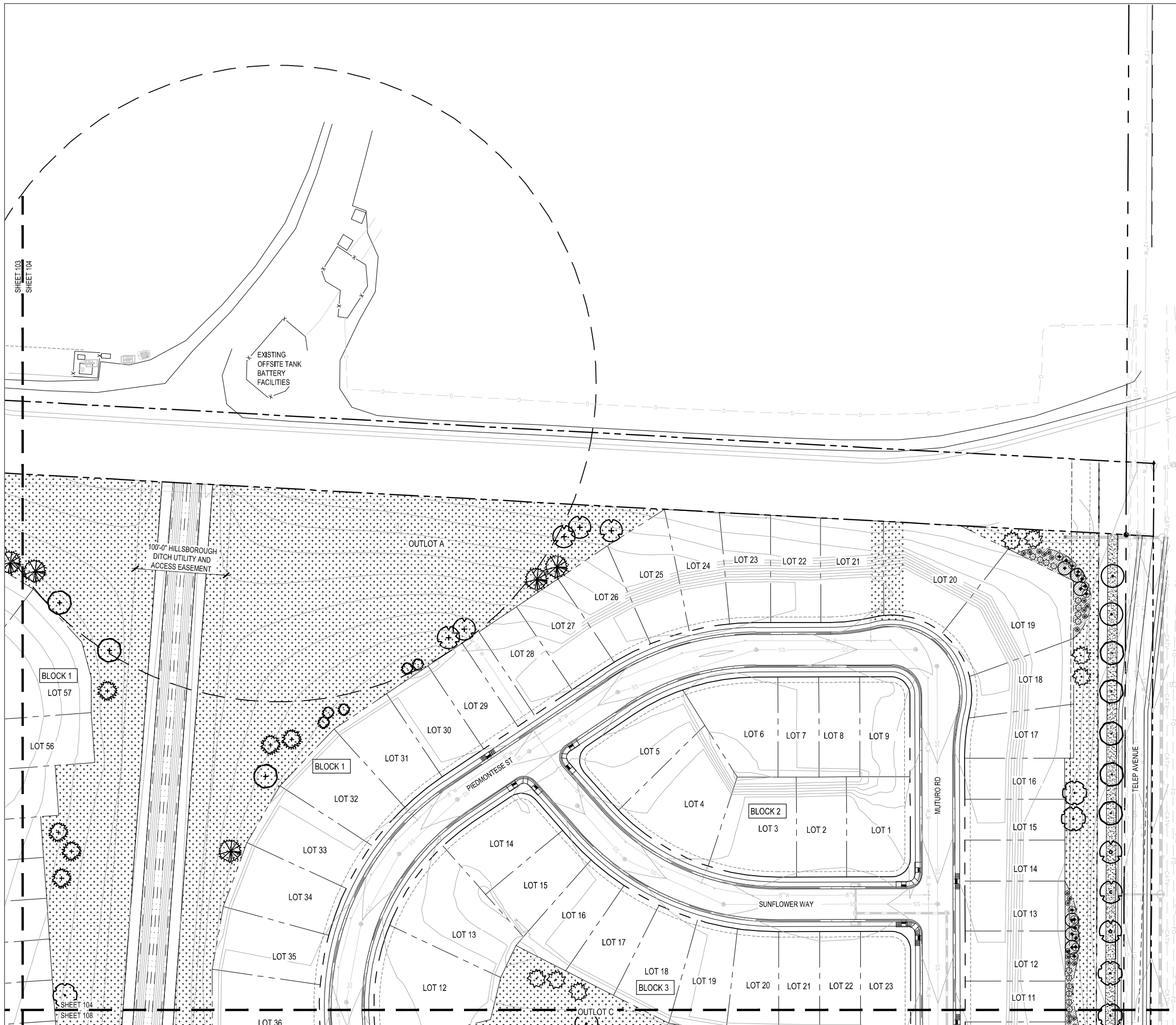
Date: 04.08.2021
Drawn By: SL & DD
Checked By: CR

Sheet Name
LANDSCAPE PLAN

Sheet

LP103





LANDSCAPE LEGEND:

- PROPERTY LINE
- EASEMENT
- 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
- 350' ACTIVE OIL FACILITY SETBACK
- LANDSCAPE BUFFER
- SHRUB BED W/ WOOD MULCH (4" DEPTH)
- RTF FESCUE BLEND
- HYBRID BLUEGRASS
- DETENTION SEED MIX
- UPLAND SEED MIX
- 100 YEAR WATER LINE

KEY MAP

50' 0 50' 100' NORTH

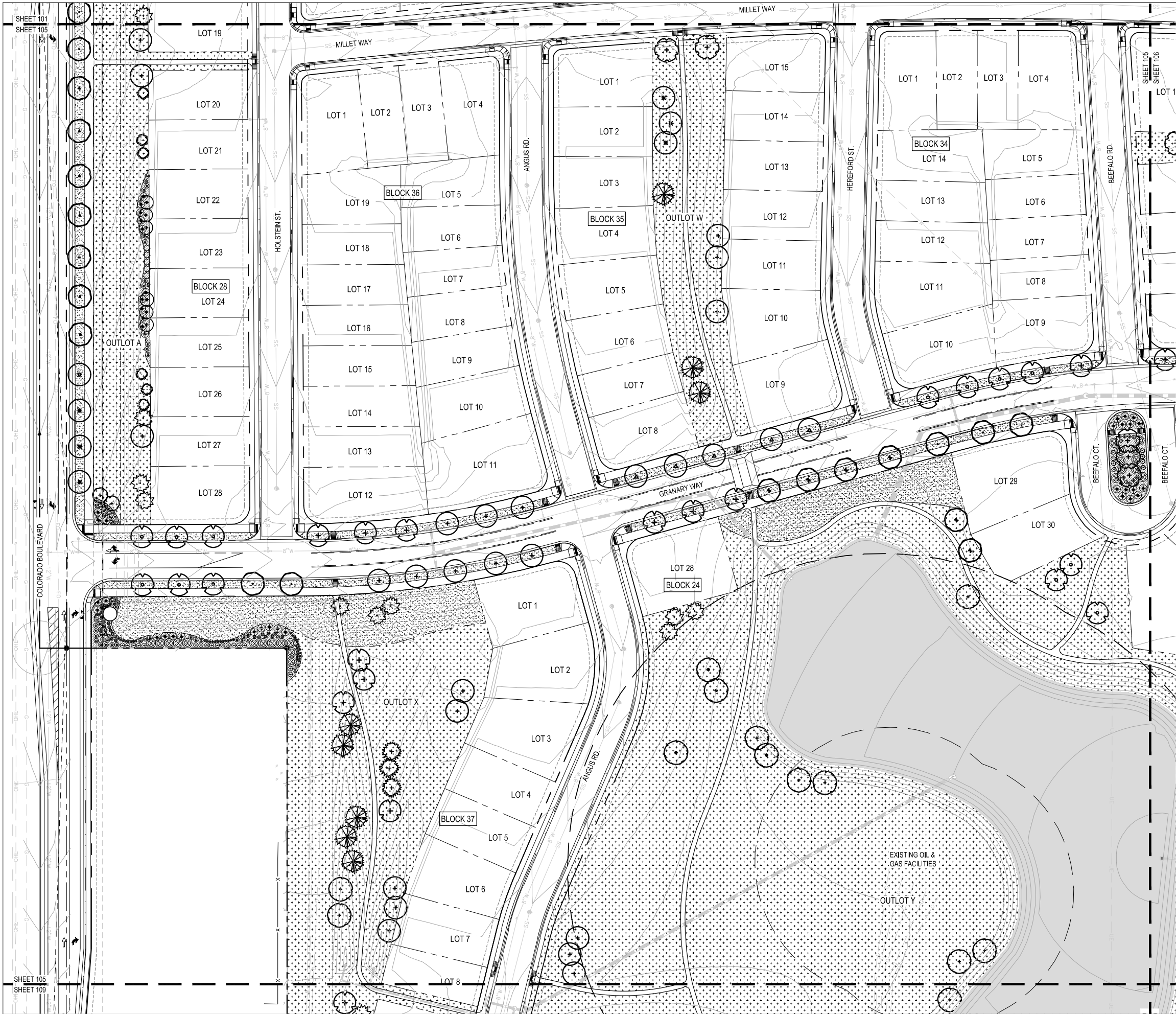


NOT FOR
CONSTRUCTION

REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021
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Checked By: CR
Sheet Name
LANDSCAPE PLAN
Sheet



- LANDSCAPE LEGEND:
- PROPERTY LINE
 - EASEMENT
 - 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
 - 350' ACTIVE OIL FACILITY SETBACK
 - LANDSCAPE BUFFER
 - SHRUB BED W/ WOOD MULCH (4" DEPTH)
 - RTF FESCUE BLEND
 - HYBRID BLUEGRASS
 - DETENTION SEED MIX
 - UPLAND SEED MIX
 - 100 YEAR WATER LINE



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CONSTRUCTION

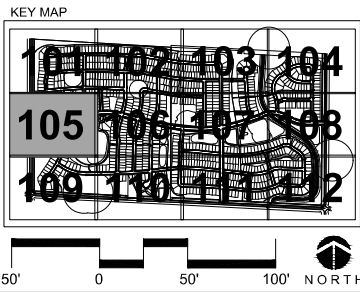
REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021
 Drawn By: SL & DD
 Checked By: CR
 Sheet Name

LANDSCAPE PLAN

Sheet



LP105



LANDSCAPE LEGEND:

- PROPERTY LINE
- EASEMENT
- 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
- 350' ACTIVE OIL FACILITY SETBACK
- LANDSCAPE BUFFER
- SHRUB BED W/ WOOD MULCH (4" DEPTH)
- RTF FESCUE BLEND
- HYBRID BLUEGRASS
- DETENTION SEED MIX
- UPLAND SEED MIX
- 100 YEAR WATER LINE

KEY MAP

50' 0 50' 100' NORTH



NOT FOR
CONSTRUCTION

REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021
Drawn By: SL & DD
Checked By: CR
Sheet Name
LANDSCAPE PLAN
Sheet



LANDSCAPE LEGEND:

- PROPERTY LINE
- EASEMENT
- 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
- 350' ACTIVE OIL FACILITY SETBACK
- LANDSCAPE BUFFER
- SHRUB BED W/ WOOD MULCH (4" DEPTH)
- RTF FESCUE BLEND
- HYBRID BLUEGRASS
- DETENTION SEED MIX
- UPLAND SEED MIX
- 100 YEAR WATER LINE

KEY MAP

50' 0 50' 100' NORTH

THE GRANARY
Johnstown, Colorado

Item #8.

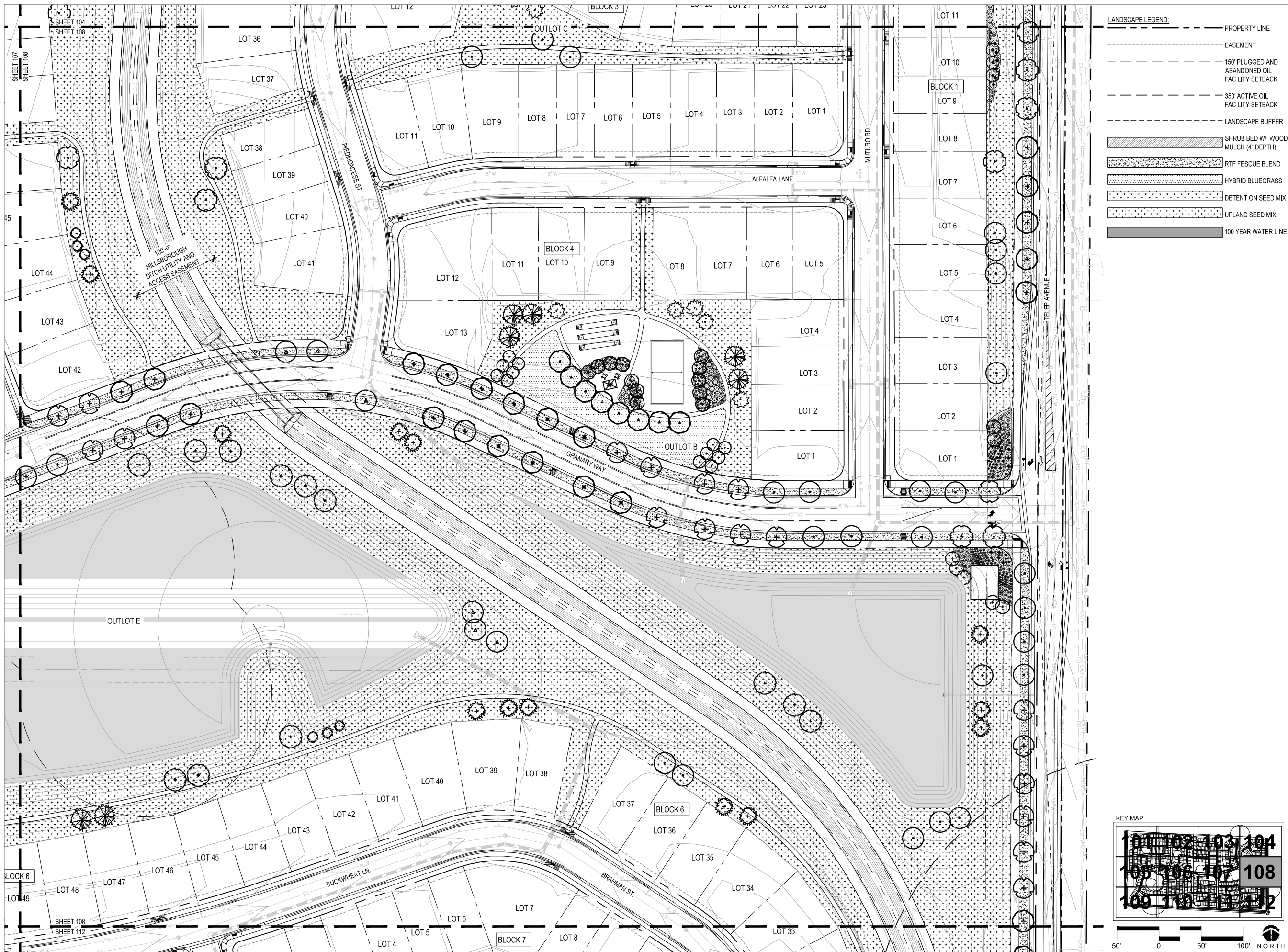


NOT FOR
CONSTRUCTION

REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021
 Drawn By: SL & DD
 Checked By: CR
 Sheet Name
 LANDSCAPE PLAN
 Sheet



LANDSCAPE LEGEND:

- PROPERTY LINE
- EASEMENT
- 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
- 350' ACTIVE OIL FACILITY SETBACK
- LANDSCAPE BUFFER
- SHRUB BED W/ WOOD MULCH (4" DEPTH)
- RTF FESCUE BLEND
- HYBRID BLUEGRASS
- DETENTION SEED MIX
- UPLAND SEED MIX
- 100 YEAR WATER LINE



NOT FOR
CONSTRUCTION

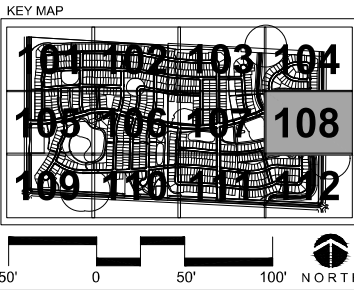
REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

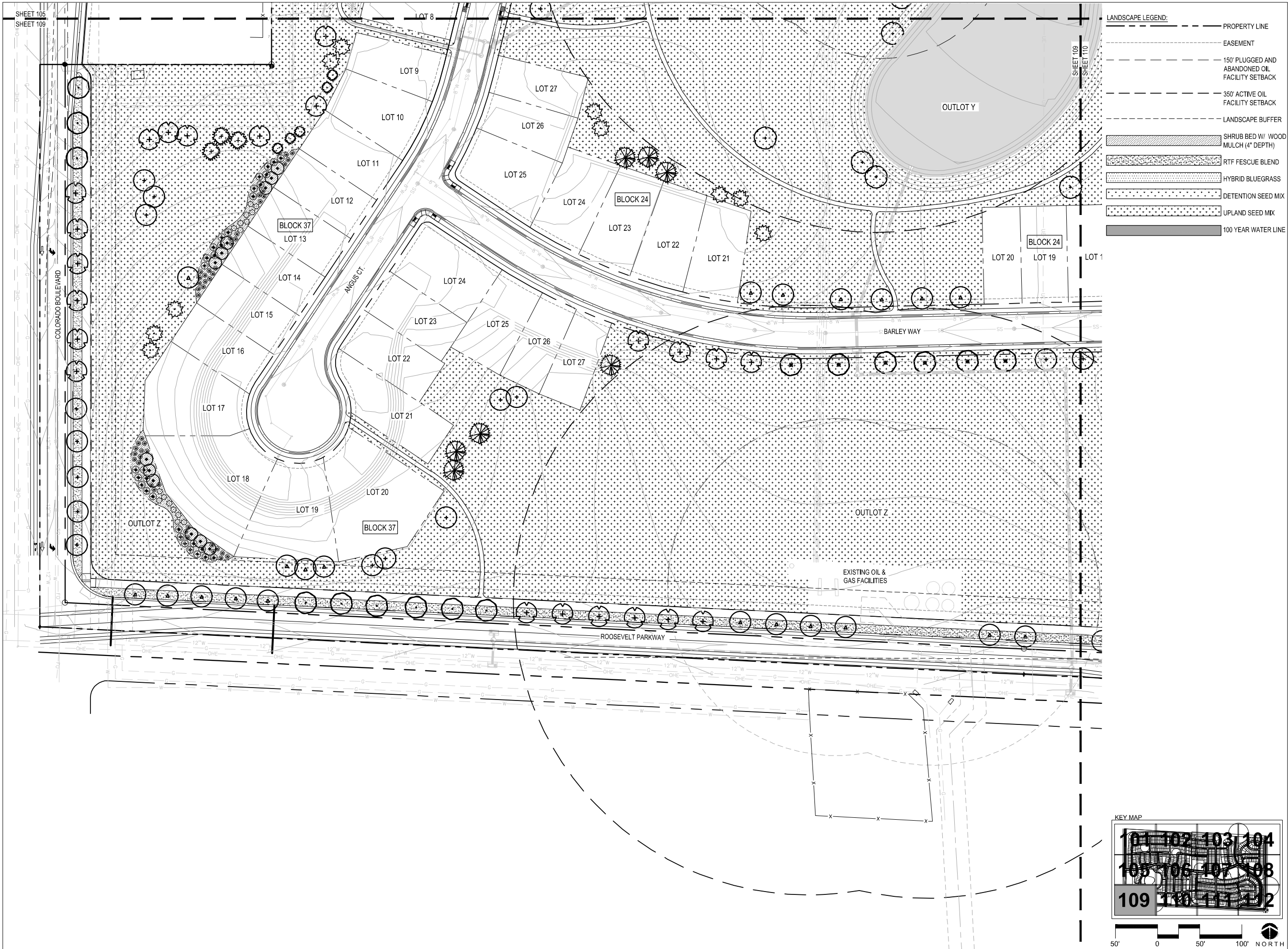
Date: 04.08.2021
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LANDSCAPE PLAN

Sheet



LP108



NOT FOR
CONSTRUCTION

REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021
Drawn By: SL & DD
Checked By: CR
Sheet Name

LANDSCAPE PLAN

Sheet



LANDSCAPE LEGEND:

- PROPERTY LINE
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- 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
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- HYBRID BLUEGRASS
- DETENTION SEED MIX
- UPLAND SEED MIX
- 100 YEAR WATER LINE

KEY MAP

50' 0 50' 100' NORTH



NOT FOR
CONSTRUCTION

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LANDSCAPE LEGEND:

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- RTF FESCUE BLEND
- HYBRID BLUEGRASS
- DETENTION SEED MIX
- UPLAND SEED MIX
- 100 YEAR WATER LINE

KEY MAP

50' 0 50' 100' NORTH

THE GRANARY
Johnstown, Colorado

Item #8.



NOT FOR
CONSTRUCTION

REV.	COMMENT	DATE

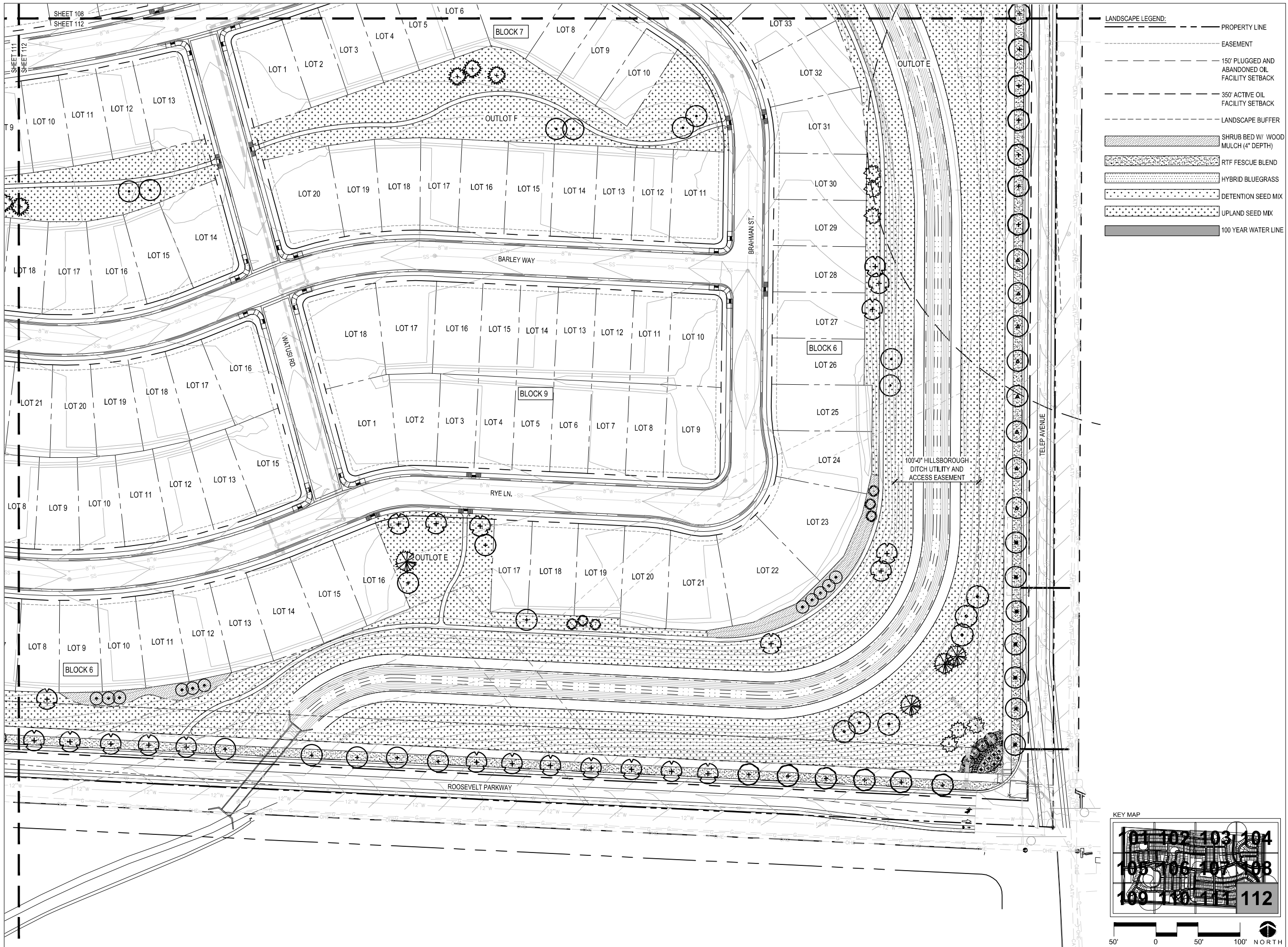
PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021
Drawn By: SL & DD
Checked By: CR

Sheet Name
LANDSCAPE PLAN

Sheet

LP111



LANDSCAPE LEGEND:

- PROPERTY LINE
- EASEMENT
- 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
- 350' ACTIVE OIL FACILITY SETBACK
- LANDSCAPE BUFFER
- SHRUB BED W/ WOOD MULCH (4" DEPTH)
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- DETENTION SEED MIX
- UPLAND SEED MIX
- 100 YEAR WATER LINE

THE GRANARY
Johnstown, Colorado



NOT FOR
CONSTRUCTION

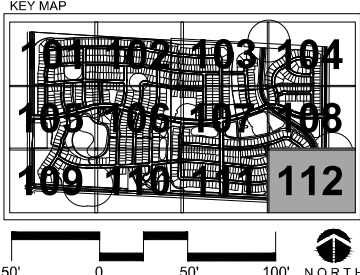
REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021
Drawn By: SL & DD
Checked By: CR

Sheet Name
LANDSCAPE PLAN

Sheet





OPEN SPACE CHART

	SQUARE FEET	ACRES	OWNERSHIP	MAINTENANCE	USE	PERCENTAGE
OUTLOT A	771,211	17.705	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT B	53,831	1.236	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT C	24,416	0.561	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT D	128,518	2.950	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT E	975,816	22.402	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT F	40,243	0.924	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT G	39,841	0.915	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT H	24,687	0.567	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT I	209,027	4.799	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT J	117,708	2.702	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT K	6,430	0.148	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT L	12,455	0.286	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT M	12,656	0.288	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT N	11,136	0.256	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT O	10,280	0.236	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT P	211,395	4.853	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT Q	161,362	3.704	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT R	6,106	0.140	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT S	3,565	0.082	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT T	6,131	0.141	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT U	71,992	1.653	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT V	34,195	0.785	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT W	32,348	0.743	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT X	37,043	0.850	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT Y	530,951	12.189	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT Z	485,025	11.135	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT AA	79,715	1.830	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT BB	9,852	0.226	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT CC	3,865	0.089	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
TOTAL OUTLOTS	4,111,709	94.392				32.02%
TOTAL PUD AREA		294.763				

OIL AND GAS FACILITIES INFORMATION

OUTLOT E
OWNER: PDC ENERGY INC - 69175
NUMBER OF WELLS: 5
NAMES OF WELLS: 7-33 KETO, 7-43 KETO, 7-34 KETO, 7-44 KETO, 3-7J KETO
TYPE OF WELL: DIRECTIONAL, PLUGGED AND ABANDONED
OTHER FACILITIES ON SITE: NONE, ALL LINES REMOVED
STATUS: PLUGGED AND ABANDONED

OUTLOT Q
OWNER: KERR MCGEE OIL & GAS ONSHORE LP - 47120
NUMBER OF WELLS: 1
NAME OF WELL: 1 MAPLEWOOD
TYPE OF WELL: PLUGGED AND ABANDONED
OTHER FACILITIES ON SITE: NONE, ALL LINES REMOVED
STATUS: PLUGGED AND ABANDONED

OUTLOT U
OWNER: KERR MCGEE OIL & GAS ONSHORE LP - 47120
NAME OF WELL: 12-7 HSR-MAPLEWOOD ACRES
TYPE OF WELL: PLUGGED AND ABANDONED
OTHER FACILITIES ON SITE: NONE, ALL LINES REMOVED
STATUS: PLUGGED AND ABANDONED

OUTLOT Y
OWNER: KERR-MCGEE/OXY/ANADARKO
NUMBER OF WELLS: 5
WELL NAMES: 13-7 MAPLEWOOD (SHUT IN), 22-7 MAPLEWOOD (PRODUCING), 35-7 MAPLEWOOD (PRODUCING), 23-7 MAPLEWOOD (PRODUCING), 14-7 MAPLEWOOD (PRODUCING)
TYPE OF WELL: DIRECTIONAL
OTHER FACILITIES ON SITE: NONE
OWNER: SHUT IN (1) AND PRODUCING (4)

OUTLOT Z
OWNER: KERR-MCGEE/OXY/ANADARKO
NUMBER OF WELLS: 0
TYPE OF WELL: N/A
OTHER FACILITIES ON SITE: TANK BATTERY FACILITY
STATUS: ACTIVE

OPEN SPACE LEGEND:

- PROPERTY LINE
- LOT LINE
- EASEMENT
- LANDSCAPE BUFFER
- 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
- 350' ACTIVE OIL FACILITY SETBACK
- OPEN SPACE
- OPEN SPACE - PARK



THE GRANARY
Johnstown, Colorado

Item #8.



NOT FOR
CONSTRUCTION

REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021

Drawn By: SL & DD

Checked By: CR

Sheet Name

OPEN SPACE PLAN

Sheet

OS100

85



Town of Johnstown

PLANNING & ZONING COMMISSION AGENDA MEMORANDUM

ITEM:	1
DESCRIPTION:	Public Hearing for The Granary (PUD) Preliminary Subdivision Plat and Preliminary Development Plan for approximately 294 acres, for a single-family neighborhood
LOCATION:	South 1/2 of Section 7, Township 4 North, Range 68 West – North of CR 46, between Colorado Blvd and Telep Ave.
APPLICANT:	Hartford Acquisitions (DBA Keto Development, LLC)
STAFF:	Darryll Wolnik, Planner II
HEARING DATE:	April 14, 2021

BACKGROUND & SUMMARY

The applicant, Hartford Acquisitions / Keto Development, LLC, is requesting approval of The Granary Preliminary Subdivision Plat and Preliminary Development Plan (PDP) for the south 1/2 of Section 7, Township 4 North, Range 68 West. The property is bounded by Weld County Road 46 to the south, Telep Ave. to the east, Colorado Blvd. to the west, and Great Western Railway Right-of-Way to the north. The preliminary plat will set forth the overall general design for the project, with filings of phased final subdivision plats to follow with final details and design. The preliminary plat shall dictate the manner of development, with slight variations allowed, but does not dictate the order of development. Subsequent filings will determine final lots and street layouts and provide full engineering and construction documents for all public and private improvements within the development, with the exception of individual lots and homes. This preliminary plat shall follow those zoning regulations for the property that were set forth in the previously-approved Granary Outline Development Plan (ODP).

Surrounding land uses are primarily agricultural and rural residences. Properties to the north and northwest are developed, or developing, as primarily single family neighborhoods. The built-out Clearview residential subdivision is to the northwest of the subject property, across Colorado Blvd., while the currently under-construction Mallard Ridge (approved as Johnstown Village) residential subdivision is north-adjacent to the subject property.

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DEVELOPMENT HISTORY

The Granary Preliminary Plat and Preliminary Development Plan (Herein referred to as “The Granary”) was annexed as two separate annexations and original ODPs, those being Keto and Maplewood Acres.

The Maplewood property on the west, also known as Maplewood Acres, has historically contained agricultural uses, and continues to contain those uses. It was annexed on March 2, 2009, by way of Ordinance 2009-100. It was also assigned PUD-R zoning at that time via ODP, by way of Ordinance 2009-101

The eastern Keto property has historically contained agricultural uses, and continues to contain those uses. It was annexed into Johnstown on September 18, 2006, by way of Ordinance 2006-776. It was also assigned PUD-R zoning at that time via ODP, by way of Ordinance 2006-777. On February 17, 2021, The Granary ODP was approved through Ordinance 2021-193. That ODP is the current zoning for this property.

ATTACHMENTS

- 1 - Vicinity Map
- 2 - Application
- 3 – Preliminary Plat
- 4 – PDP Preliminary Development Plan
- 3 – ODP Outline Development Plan

PUBLIC NOTICE

Notice for the Planning & Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, March 25, 2021. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Courtesy notices were mailed to all property owners within 500 feet of the property in question. This notice included a map of the proposed annexation and zoning.

A neighborhood meeting was held on Thursday, March 18, 2021, and noticed to property owners of records within 500 feet of the property. The meeting was attended by roughly a dozen residents (exact numbers and sign in was not possible, due to the remote-only nature of the meeting) Staff heard from two residents during the meeting. Jerry Jennison asked questions about oil and gas development in the area. Specifically, he was concerned that all existing and abandoned wells were not shown on the plat. Staff and applicant were able to confirm all wells appear to be shown, and Mr. Jennison agreed.

Staff also heard from Laurie Stolley, who lives at the property on the east side of Colorado Blvd., just south of the proposed east-west collector. She was concerned about her access, which currently enters from the south and across the Granary property. Mrs. Stolley was worried about the proximity of her access to the turn lanes and likely signal associated with that east-west collector. Applicant offered to allow her to retain the current access via permanent recorded easement. Another issue brought up by

Mrs. Stolley was the road cross-section in front of her home, on Colorado Blvd. While the exact layout is unclear because of the fluid nature of the area, staff directed applicant to provide Mrs. Stolley with a potential road cross-section. Staff and the Applicant have also corresponded and met separately with the Stolleys previously to discuss the location and scope of this collector road, timing of development that might impact that, and continued access to their property.

ANALYSIS

Johnstown Comprehensive Plan Alignment

P.2-5: The area in question is marked as “Low Density Residential, Average 3 DU/AC”. The Preliminary Plat and Development Plan proposes 3.45 DU/AC, roughly in line with this requirement.

Goal CF-1: New development achieves the community’s goals and is consistent with the Town’s vision – building blocks.

This Preliminary Plat and Development Plan will provide the groundwork for a future development that incorporates new trails, adds green space, and creates neighborhood parks within new neighborhoods.

Goal CF-3: An enhanced character of developments and overall image – Pedestrian-friendly environments.

The proposed Preliminary Plat and Development Plan calls for an expansive trail network, affording residents the opportunity to use multiple modes of transportation, or simply enjoy open spaces. The modified collector cross-section will allow for a detached 9’ sidewalk, providing ample space for use while being separated from the flowline of the road.

Goal NH-1: A diversity of housing types to support the housing needs of a diverse population – location and proximity.

The proposed Preliminary Plat and Development Plan is located centrally between I-25, downtown, and new development to the north and south. In addition, the properties in question are located adjacent to Colorado Blvd., a major north-south arterial that connects south to Denver and north to the 2534 district of Johnstown and beyond.

Zoning

The zoning for the property is PUD-R, and the current approved ODP allows for single-family detached residential throughout the property, along with open space.

The Granary Preliminary Plat and Development Plan proposes 29 outlots, covering 94.392 acres (32.02% of the site). Those outlots would be considered open space areas, and their exact uses will be more precisely determined at final subdivision; however, the amount and percentage will not significantly change. Of note are the three developed park areas; those shall not change in size or location from what is shown on this Preliminary Plat and Development Plan.

Seventy-one acres are proposed as public right-of-way, 24.36% of the site. Single family detached residential lots will comprise roughly 128.575 acres, or 43.62% of the project area, these 925 lots will be an average of 6,054 square feet in size.

Development Standards

The ODP set forth some basic development standards regarding setbacks, building heights, and lot sizes. More detailed design guidelines will be completed with the final subdivision and development plan review process. Development standards for residential uses will allow for smaller front-yard setbacks, thereby conserving water and creating more compact development, while still maintaining a detached single-family neighborhood. Front yard setbacks will be set at 15' to the habitable living area, meaning any portion of the dwelling that is enclosed.

Garages will be set a minimum of 20' back, allowing not only ample space to park a vehicle as required by JMC 16-143(5), but also to prevent a streetscape of garage doors, thereby placing the homes front and center, rather than the garages. Porches may encroach 3' into the 15' habitable living area setback. Those porches are required, and must be a minimum of 48 S/F. Having mandatory porches will have the effect of creating an aesthetically-pleasing streetscape of elevations. There will be a 15' rear yard setback, and 5' side yard setback, with 15' required on side corner lots adjacent to ROW. Buildings may be up to 35' in height, measured to the midpoint of the highest ridge and eave, as defined by building code. Lots will generally be either 45'x110' or 55'x110 in size and dimension.

The ODP set minimum design guidelines for structures, which shall be expanded upon by way of design guidelines during final platting and final development plan. Individual lot landscape standards will be further detailed? during the final platting and final development plan. The Town shall require sample lot layouts, conceptual elevations, plant lists, and percentages and treatment of groundcover at that time

Infrastructure/Transportation

Currently Little Thompson Water District serves the few residences in the area. Town water lines run north of the property and east along Telep Ave. A smaller 8" line is located along Colorado Blvd. on the west side of the property. There are no lines along County Road 46. Water lines will need to be extended to the property at the appropriate size, as determined by Public Works and the Town Engineer, during the engineering design process. For the purpose of this Preliminary Plat and Development Plan, water service is in close proximity, has been deemed adequate, and it is therefore possible to serve this property.

As part of the annexation agreement for both Keto and Maplewood, the developer is required to construct at least 12" water mains along Colorado Blvd, Telep Ave., and Weld County Road 46. The developer is also required to loop any water mains built on the property.

Sanitary sewer service will be provided by the Town of Johnstown, via the new central sewer interceptor. Improvements are already underway, and that interceptor will be completed in the next few years, as part of the Town's overall sewer infrastructure improvements. The Central Wastewater Treatment Plant will also be expanded in the next couple of years. Both of these projects will ensure adequate capacity to handle the proposed development.

Regarding transportation networks in the area there are multiple major arterials that border this proposed project. Colorado Blvd., a regionally-significant major arterial that stretches from Thornton to Windsor, bounds this project to the west. Colorado Blvd. intersects with Weld County Road 46, an unimproved roadway. The traffic impact study (TIS) calls for numerous ultimate improvements relating to turn lanes and acceleration/deceleration lanes. There is a proposed east-west collector road that has been approved in a modified cross-section. This collector will have a 9' "multi-modal" sidewalk separated from the ROW by a 6 ½' landscape area (known colloquially as a tree lawn or park strip), rather than the standard 5' sidewalk.

It should be noted that the auxiliary lane requirements are in addition to the standard street cross-sections as outlined in the 2008 Johnstown Master Transportation Plan. The developer will be required to install appropriate roadways, to include possible half-widths, at platting. Roadway improvements and infrastructure will be installed prior to any homes being constructed, and after the final plat has been approve. These improvements, along with other public improvements, are likely to be built incrementally, as the property is built out.

The annexation agreement for the Keto Annexation lays out required dedications for County Road 46 and Telep Ave. Per the agreement, 30' of additional ROW dedication is due when the property develops, which should be taken to mean at final plat, as this is when ROW dedication takes place. Additionally, Weld County Recorded Exemption 1059-7-3 RE-3403 shows 40' of ROW reservation on the east side of the existing 60' ROW on Colorado Blvd.

Of note is the new Weld RE-5J high school being constructed across Colorado Blvd. from this proposed project. Some lane configurations and roadway/infrastructure improvements may take place in conjunction between these two projects.

The Granary Preliminary Plat and Development Plan shows a robust trail system throughout. Applicant is proposing 5' wide trails utilizing crusher fines, a compacted soft surface that meets ADA standards. These trails will connect areas of the development that sidewalks do not. Notably, the trails utilize a number of mid-block cut throughs to increase walkability. The trails connect all areas of the project to the three parks, creating safe pathways around the development, while also connecting to the interior sidewalks and allowing for access to other future trails outside of the development by tying into the perimeter sidewalks.

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Phasing

Applicant has proposed a phasing plan with this development. Said phasing plan is not final, but does outline a rough schedule of final filings. A loose agenda for construction is also presented as part of this application. Development will move east to west; to be dictated by infrastructure availability, as the applicant can tie into existing wet utilities in the northeast corner of the site. Filing 1 is expected to include areas from Telep Ave. west to the first proposed north-south entry road into the development. Filing 2 will likely include areas between the two north-south entry roads, and the final filing will include the remainder of the project. Exact phasing may be dictated by availability of infrastructure and as approved by the Town and Front Range Fire Rescue.

Easements / Oil & Gas

There are four oil and gas facility sites on or around the property which encumber the property in some manner. Three of these facilities are located on the subject property, while one is located just north of the property, across the railroad ROW. The Johnstown Municipal Code (JMC) does not address reciprocal setbacks from general oil and gas facilities, nor do any of the Colorado Oil and Gas Conservation Commission (COGCC) rules. Town Design Guidelines do call for a 150' minimum setback from existing wellheads for new development. However, the applicant has opted to utilize a 350' setback from all existing oil and gas facilities. Area within these setbacks is utilized as either passive open space, drainage, or trails. There are no inhabitable structures or designated play areas within these setbacks. Town Design Guidelines and JMC call for screening of oil and gas facilities. Oil and gas facilities are proposed to be screened by black wrought-iron-style fencing, specifically Ameristar Impasse II. This decorative open fencing type is widely used on oil and gas sites and is 6' in height.

It should be noted there are plugged oil & gas facilities within this project. Applicant has proposed a reciprocal setback of 150', which is adequate for Fire and Engineering, as both COGCC rules and Town Code are silent on the topic. There are two capped sites within this development, contained within Outlots Q and U.

Three pipeline easements run through the property. A 25' gas pipeline easement, held by Western Slope Gas Company, runs north-south through roughly the center of the property, and cannot be built upon other than to cross with a roadway. In addition to that, a 30' regional stormwater easement that also serves Mallard Ridge to the north runs from the north and turns east around the center of the property, before leaving the site to the east. Finally, the Thornton Water Project pipeline runs north-south along the eastern edge of the property, utilizing a 50' no-build easement.

In addition to the above easements, the Hillsborough Ditch runs across the eastern edge of this property. This Preliminary Plat and Development Plan now shows no major realignments to the ditch. Hillsborough Ditch is shown to have a 100' easement along its alignment through this project. Developers will continue to work with the ditch company on improvements and alignment issues, and Hillsborough Ditch shall sign the final plat showing acceptance of the easement and alignment.

Staff Concerns

Staff is somewhat concerned about the location of the proposed west park. Currently the park is located wholly within the 150' setback for existing plugged and abandoned wells. There is no local or state code or regulation precluding the applicant from proposing and constructing this park. Further, planning does not propose to relocate the park, especially as Front Range Fire Rescue and the Town Engineer approve the use. Staff just wanted it brought to the Commission's attention.

There are a three county parcels, with homes, adjacent to and interwoven along the edges of this property. While these parcels are on the outside edge of the subject property, they could present future issues for the Town in terms of future annexation and redevelopment (if that were to occur), individual driveway accesses along major arterials, and the lack of service by utilities and other infrastructure. The Town cannot and would not force these properties to annex, develop, or otherwise be included in the Preliminary Plat and Development Plan, and their exclusion does not endanger or dilute the current project proposal in any meaningful way. However, it is anticipated that these properties will redevelop at some point in the future, and such redevelopment may be challenged because of their exclusion today; this alone merits their mention in this report. No specific remedies are suggested or needed at this time.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Findings:

1. The proposed Preliminary Plat and Preliminary Development Plan is in agreement with the Johnstown Area Comprehensive Plan and its Future Land Use Map.
2. The proposed Preliminary Plat and Preliminary Development Plan can to be adequately served by Town services and utilities and other community infrastructure.
3. The proposed Preliminary Plat and Preliminary Development Plan is in substantial compliance with all Town codes, regulations, and standards and specifications.

Conditions

1. The applicant address all outstanding comments and redlines from the Town Engineer and Public Works on construction drawings and public improvements, prior to submittal for Final Subdivision Plat and Final Development Plans for each phase or filing.

2. The applicant work with Town Staff and the three (3) owners of the excluded properties to ensure preservation of their accesses and coordinate public improvements along their frontages. This should be incorporated into development agreements that accompanies each applicable final plat.

Recommended Motion

Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that The Granary Preliminary Plat and Preliminary Development Plan furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council approval of The Granary Preliminary Plat and Preliminary Development Plan based upon the findings and conditions, as stated within this staff memorandum.

Alternate Motions

Motion to Deny: "I move that the Planning & Zoning Commission recommend to the Town Council denial of The Granary Preliminary Plat and Preliminary Development Plan based upon the following findings..."

Planner:



Darryll Wolnik

Planner II

Reviewed by:



Kim Meyer

Planning & Development Director

File Name: S:\PLANNING\2002 Land Use Projects\PUD20-001 Keto-Maplewood PUD\Staff Report.docx



Town of Johnstown

LAND USE APPLICATION REFERRAL

DATE: December 21, 2020

TO: ☒ Planning ☒ Public Works ☒ Town Engineer ☒ Fire ☒ Traffic
☒ Water Engineer ☐ Water Attorney ☐ Town Attorney ☐ Other:

FROM: Darryll Wolnik, *Planner II*
dwolnik@TownofJohnstown.com

Applicant: Hartford Acquisitions
Project: *The Granary (Formerly Keto-Maplewood) Preliminary Subdivision and Dev Plans*
Submittal #: 1
Location: *South ½ of Section 7, T4N R67W*
Reply by: *Monday, January 18, 2021*

This application is submitted for professional review and recommendation. Any comments or recommendations relevant to this request are appreciated.

If additional documentation is needed to complete a review, please email me at the address above.

☐ NO Comments.

☐ Comments:

By: _____ Date: _____

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Town of Johnstown

OUTSIDE AGENCY REFERRAL

DATE: December 21, 2020

TO: ☐ Mead ☐ Milliken ☐ Berthoud ☐ Loveland ☐ Greeley ☐ Windsor
☐ Larimer Co ☒ Weld Co ☒ Aims CC ☐ CDOT ☐ CPW ☒ TRPR
☒ Weld RE-5J ☐ TSD ☒ LTWD ☒ NC Conserv. ☐ BT Conserv. ☒ HB Ditch Co.

FROM: Darryll Wolnik, *Planner II*
dwolnik@TownofJohnstown.com

Applicant: Hartford Acquisitions
Project: *The Granary (Formerly Keto-Maplewood)*
Location: *Parcels 105907300043, 10507300044, & 105907000022*
Description: Subdivision and Development Plan
Reply by: *Monday, January 18, 2021*

This referral is submitted for your comments due to the proximity of the project to your municipal boundaries or GMA, or it otherwise affects your agency or its mission.

If additional documentation is needed to complete a review, please email me at the address above.

☐ NO Comments.

☐ Comments (attach additional sheets if needed):

By: _____ Date: _____

The Community That Cares

www.TownofJohnstown.com

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



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: May 3, 2021

SUBJECT: Contract Award for 2021 Regional Broadband Needs Assessment and Feasibility Study

ACTION PROPOSED: Consider Approval of the Regional Broadband Study

ATTACHMENTS: 1. Town of Johnstown Professional Services Agreement (Including RFP)

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

In April 2020, the registered voters of the Town of Johnstown were asked to consider providing the Town with an exemption of SB 152, which prohibits municipalities from the expenditure of funds for broadband projects. That ballot was approved by roughly a 75 % - 25% margin in support of the exemption.

In FY 2021, funds were appropriated by Council to conduct a study for a Broadband Needs Assessment and Feasibility Study. While developing the RFP, neighboring communities were interested in partnering with on us this study. The study then took more of a regional focus and in February 2021, an Intergovernmental Agreement was entered into between the Towns of Berthoud, Johnstown, Mead, and Milliken to issue a joint RFP for a Regional Broadband Needs Assessment and Feasibility Study. The RFP was issued in February 2021, and the proposals were received and opened in March 2021. Representatives from each of the municipalities reviewed the proposals submitted for consideration. Reference checks were also conducted for the top 2 selected applicants. Based on the review of the applicants, Staff representing each of the 4 entities are unanimously recommending to award the project to Magellan Advisors. In total, the Town received four proposals from the following entities:

- Allo Communications
- Foresite Group
- HR Green
- Magellan Advisors

The Community That Cares

www.TownofJohnstown.com

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Collectively, the entities have determined it will be efficient to have the Town of Johnstown oversee the contract. As agreed upon in the IGA, each entity will pay their pro rata share based on population percentages. Funds have been appropriated for this project, but they are less than the contract award. This is because of the fact that the scope has grown to a more regional focus. An amendment to the budget appropriating additional funds may be necessary, but those funds that would be appropriated as expenditures would be reimbursed by the other municipalities participating in the project, recognized as revenues, and result in a net zero-dollar difference in the ending fund balance as projected for FY 2021.

We are excited to get started on this project for the benefit of our collected communities, to explore which option(s) is best for the immediate region and each individual municipality. We are anticipating this project starting immediately and the completion of the project will include a presentation to all of the municipal elected officials represented in this project, describing the findings of the study by Magellan Advisors, sometime in late October or early November.

LEGAL ADVICE:

The contract used is our standard Professional Services Agreement drafted by the Town Attorney.

FINANCIAL ADVICE:

Funds have been allocated in FY 2021 for this project.

RECOMMENDED ACTION: Approve the contract for Professional Services as presented.

SUGGESTED MOTIONS:

For Approval: I move to approve the Town of Johnstown Professional Services Agreement awarding a contract to Magellan Advisors, LLC.

For Denial: I move we deny the Town of Johnstown Professional Services Agreement awarding a contract to Magellan Advisors, LLC.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2021 (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”) and Magellan Advisors, LLC, a Florida Limited Liability Company. (“Consultant”) (collectively, the “Parties”).

WHEREAS, the municipalities of Johnstown, Berthoud, Mead and Milliken jointly issued an Request for Proposals for a Regional Broadband Needs Assessment and Feasibility Study; and

WHEREAS, the municipalities of Johnstown, Berthoud, Mead and Milliken jointly entered into an Intergovernmental Agreement to share the cost of the Regional Broadband Needs Assessment and Feasibility Study for the benefit of the region and the respective communities; and

WHEREAS, on behalf of the four (4) municipalities, the Town desires to engage the services of Consultant and Consultant wishes to provide those services more fully described on Exhibit A, attached hereto and incorporated herein by reference (“Services”), for the Town; and

WHEREAS, the Parties wish to memorialize their contractual relationship.

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

SECTION 1: PARTIES

1.01 Town. The Town is a home-rule municipal corporation located in Johnstown, Colorado.

1.02 Consultant. Consultant has the background, expertise and education to provide the Services. Consultant is a private, independent business entity who will exercise discretion and judgment of an independent consultant in the performance and exercise of its rights and obligations under this Agreement. Consultant shall use its own judgment and skills in determining the method, means and manner of performing this Agreement. Consultant shall be responsible for the proper performance of this Agreement in accordance with the terms hereof and any and all applicable federal, state, and municipal laws, regulations and orders.

SECTION 2: SERVICES, TERM AND COMPENSATION

2.01 Services. Consultant agrees to perform the Services for the Town.

2.02 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through November 1, 2021, and shall not extend beyond that date absent the written approval of the Town.

2.03 Duties and Compensation. The Consultant's duties and compensation shall be as set forth on Exhibit A. In the event of a conflict between the provisions in this Agreement and Exhibit A, the provisions in this Agreement shall control. Payment for Services shall be provided to Consultant within thirty (30) days of Consultant providing a detailed invoice to the Town reflecting work performed to the date of the invoice.

SECTION 3: OPERATIONS

3.01 Expenses: Except as provided in Exhibit A, Consultant shall not incur any expense or debt on behalf of the Town without the Town's prior written authorization.

3.02 Federal, State, and Municipal Laws and Regulations. Consultant agrees to abide by all applicable federal, state, and municipal laws and regulations and rules.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance. Consultant shall maintain and keep in force during the term of this Agreement one or more policies of liability insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado, which will include protecting and indemnifying the Town in the following amounts:

- a) Comprehensive General Liability - \$1,000,000 combined aggregate; and
- b) Workers Compensation – as required by law.

Consultant shall furnish to the Town appropriate certificates of coverage for such insurance. The Town shall be included as an additional insured on the consultant's liability policy. The insurance may not be canceled without at least fifteen (15) days' advance written notice to the Town. Any required deductible or co-insurance amount shall be paid by the Consultant.

4.02 Damage and Indemnity. Consultant assumes full responsibility for any and all damages caused by Consultant's exercise of its activities under by this Agreement. Consultant agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure to act of Consultant or any invitees, guests, agents, employees or subconsultants of Consultant, whether brought by any of such persons or any other person arising from Consultant's activities as authorized by this Agreement.

SECTION 5: TERMINATION

5.01 Termination. The Town may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Consultant. Notwithstanding the foregoing, if the Town terminates this Agreement for cause and determines that a notice period

is not in the best interests of the Town, the Town may terminate this Agreement by providing written notice to Consultant effective immediately. If the Town terminates the Agreement, Consultant shall only be entitled to recover compensation for work completed to the date of the termination.

SECTION 6: INDEPENDENT CONTRACTOR

6.01 Independent Consultant. Consultant understands and agrees that Consultant is an independent consultant and not an employee of the Town. The Town shall not provide benefits of any kind to Consultant. The Town shall not be responsible for withholding any portion of Consultant's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THIS AGREEMENT. As long as there is not a conflict of interest with the Town, Consultant may engage in any other lawful business activities during the term of this Agreement.

SECTION 7: NOTICE

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

TO THE TOWN:
Town of Johnstown
Attn: Town Manager
450 S. Parish Avenue
Johnstown, CO 80534
Email: mlecerf@townofjohnstown.com

TO CONTRACTOR:
Magellan Advisors, LLC
Attn: John Honker
999 18th Street, Suite 3000
Denver, CO 80202
Email: jhonker@magellan-advisors.com

The addresses for notices may be changed by written notice given to the other Party in the manner provided above. Notice may also be sent via e-mail delivery and shall be effective upon confirmation of receipt of the email.

SECTION 8: MISCELLANEOUS

8.01 Time. Time is of the essence of this Agreement and of each covenant hereof.

8.02 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.

8.03 Illegal Aliens. Consultant shall comply with the statutory provisions prohibiting employment of illegal aliens, as set forth on Exhibit B, attached hereto and incorporated herein by such reference.

8.04 Assignment; Third Party Rights. Consultant may not assign, delegate or subcontract any part of its rights, duties or obligations under this Agreement. The Parties do not intend to confer any benefit hereunder on any person or entity other than the Parties hereto.

8.05 Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

8.06 Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court authoritatively determines that the relationship between the Town and Consultant is one of employment rather than independent consultant, this Agreement shall become null and void in its entirety.

8.07 Waiver. No consent or waiver, express or implied, by a Party to or of any breach or default by the other Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the non-defaulting Party. Failure on the part of any Party to complain of any act or failure to act or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

8.08 Governmental Immunity. 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.

8.09 Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.

8.10 Mediation. In the event of any dispute arising under this Agreement, the Parties shall submit the matter to mediation prior to commencing legal action and shall equally share the cost of the mediation.

8.11 Costs and Attorney's Fees. If any judicial proceedings may hereafter be brought to enforce any of the provisions of this Agreement, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and

reasonable expert witness fees.

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

8.13 Public Official Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town.

8.14 No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. 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. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and 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.

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

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Matthew S. LeCerf, Town Manager

MAGELLAN ADVISORS, LLC

By: _____
Name: John Honker
President & CEO

STATE OF COLORADO)
COUNTY OF Summit) ss

SUBSCRIBED AND SWORN to before me this 26th day of April, 2021, by John Honker as the President & CEO of Magellan Advisors, LLC

WITNESS my hand and official seal.

My commission expires: 04/30/2022

Johanne M. Picken
Notary Public

JOHANNE M PICKEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974016916
MY COMMISSION EXPIRES APRIL 30, 2022

EXHIBIT A

RFP SUBMITTAL TO BE ADDED HERE

TOWN OF BERTHOUD
TOWN OF JOHNSTOWN
TOWN OF MEAD
TOWN OF MILLIKEN



2021 Regional Broadband Needs Assessment and Feasibility Study

Prepared for:
Town of Johnstown, Town Manager's
Office
450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
<https://johnstown.colorado.gov>



Prepared by:
John Honker
Magellan Advisors
jhonker@magellan-advisors.com
786-208-8952
www.magellan-advisors.com



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Cover Letter

March 23, 2021

Towns of Berthoud, Johnstown, Mead, and Milliken

To Whom this May Concern:

Magellan Advisors is pleased to submit our response to the Towns of Berthoud, Johnstown, Mead, and Milliken. We work exclusively with municipalities, regional entities and municipal utilities to develop strategic plans to design fiber networks that support the growing needs of their internal departments and external community organizations. We design these networks with the latest technologies and best practices that we've gained through our extensive work with municipalities across the US. Our studies are action plans that communities utilize to create networks and build reliable, resilient, affordable broadband access for their anchors, businesses and citizens.

Over our 16 years in business, we've worked with over 400 municipalities, with over 1 million miles of municipal fiber designed and 50 municipal fiber networks built and active today. This experience has shaped the way we serve our clients' needs. It's led us to develop a consultative and collaborative approach to municipal fiber design, ensuring your departments are engaged, rights of way are carefully utilized, and the community as a whole is protected when the network is constructed.

Magellan's team has worked with Colorado communities since our inception. Through our work with the City of Loveland, Fort Collins and Boulder, we have a good understanding of the local environment, geography, construction costs, and road systems. We are also well versed in the



new requirements of Senate Bill 167 and how it applies to municipal fiber engineering and construction. We have deep experience in planning and applying for permits with local, county, Colorado Department of Transportation, and Burlington Northern Railway and Regional Transportation District. All of this local expertise will give you a partner that is well-versed in

the area to develop the most effective fiber design for the Towns. We are a Denver-based firm with extensive fiber planning, engineering and construction experience on the Front Range. Our recent experience includes:

City	Project
City of Boulder, CO	65-Mile Fiber Backbone Covering 200 City Sites - Engineering Design, Fielding, Construction Prints - Construction Management, Inspections, Close-Out
City of Centennial, CO	- Planned and designs 55-Mile Fiber Backbone Covering 50 City Sites High-Level Design & Cost Estimates
City of Golden, CO	20-Mile Fiber Backbone Covering 50 City Sites - High-Level Design, Costing, Construction Phasing
City of Loveland, CO	70-Mile Fiber Backbone, High-Level Design - High-Level Design, Costing, Construction Phasing
City of Hillsboro, OR	80-Mile Fiber Backbone - Engineering Design, Fielding, Construction Prints - Construction Management, Inspections, Close-Out

When you select Magellan, you work with a partner that understands the needs, priorities and constraints of municipal broadband planning and has actual experience planning and building fiber networks in the municipal environment. Our success is based on the large number of cities that now own these innovative networks and whose communities are reaping the rewards. We look forward to becoming your trusted broadband partner and helping you make this network a reality for your community.

If you have any questions or we can be of assistance in any way, please feel free to contact me with any questions or comments. You can reach me directly at 786-208-8952 or Jhonker@magellan-advisors.com.

Sincerely,



John Honker, President & CEO, Magellan Advisors

Company Qualifications

ABOUT MAGELLAN ADVISORS

Magellan Advisors, LLC is a Denver-based firm with local offices in Miami, Los Angeles, and Kansas City. Magellan's primary address is 999 18th Street, Suite 3000 Denver, CO 80202. Magellan's web address is www.magellan-advisors.com. Magellan Advisors, LLC was founded in January of 2004 and has been in operation as a Limited Liability Company since inception. Our Federal EIN is 65-1218484. Magellan maintains a staff of 40 full and part time employees. Magellan's office number is 888-960-5299. The contact for this contract is President & CEO John Honker 786-208-8952, Jhonker@magellan-advisors.com. Magellan Broadband Solutions is a division of Magellan Advisors, LLC.

Magellan provides leading wireless, broadband, Smart City, turnkey design and engineering, and project and construction management to public and private organizations. We are a full spectrum planning and implementation firm that brings together technology, communications and utility consulting to create smart gigabit cities of tomorrow.

Our professionals bring years of experience from the broadband, telecom, information technology and government sectors. We are thought leaders and real-world implementers of broadband and smart city networks that keep communities competitive in the digital world.

Unlike most consulting firms, we partner with our clients every step of the way, whether they are deploying institutional fiber networks, developing broadband public-private partnerships or deploying Smart City networks. We are a "hands-on" firm with strong project management abilities and implementation skills to see our clients' projects through from concept to completion.

We are only successful when our clients are successful. Our goal is to deliver practical broadband and technology solutions that our clients are capable of implementing in their communities. Our combination of unmatched broadband, telecom, business and operational experience creates actionable strategies that communities use to realize their broadband and Smart City objectives. We have led the planning, funding, construction and management of over 50 fiber-to-the-premise networks passing over 1 million homes and connecting more than 1,000 schools, hospitals, government offices and community organizations. Our work has resulted in over \$1 billion in new broadband investments nationwide. Magellan has helped more communities successfully plan, implement and manage gigabit broadband networks than any other firm in the market.

OUR TURNKEY FIBER & WIRELESS SOLUTIONS



Broadband Planning

Fiber master plans, business plans and implementation roadmaps that give you real-world guidance and results you can count on when deploying fiber and broadband.

[Learn more →](#)



Feasibility Studies

Honest, unbiased and independent advice from the firm that has more experience implementing fiber and broadband networks.

[Learn more →](#)



Grants & Funding

Funding strategy, grant writing and compliance for all major federal and state fiber and broadband grant programs.

[Learn more →](#)



Design Engineering

Cutting edge fiber and broadband engineering to connect more sites, more devices and more customers at the speed of light.

[Learn more →](#)



Turnkey Implementation

A single, trusted partner to manage your entire network implementation, with over 50 fiber and broadband deployed networks across the US.

[Learn more →](#)



Construction Management

We manage the entire construction process to ensure your fiber and broadband networks are built to specification and your construction standards are followed, while minimizing impact to the community.

[Learn more →](#)



Network Management

We take the heavy lift out of managing fiber and broadband networks by providing centralized resources to provide monitoring, tech support and emergency repairs.

[Learn more →](#)



Retail ISP Services

LightSpeed, powered by Magellan Advisors serves your community with fast, reliable and affordable internet services, built on a culture of delivering superior service.

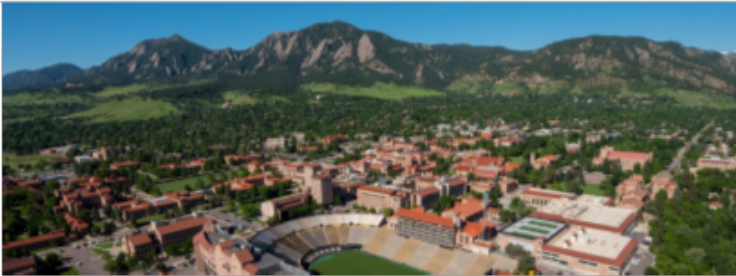
[Learn more →](#)

Some of our clients

		FEASIBILITY STUDY	FIBER MASTER PLAN	BROADBAND BUSINESS PLAN	GRANT DEVELOPMENT	BROADBAND POLICY	ENGINEERING DESIGN	PERMITTING	PROCUREMENT	CONSTRUCTION MANAGEMENT	CONSTRUCTION INSPECTIONS	STARTUP & LAUNCH	OPERATIONS & MANAGEMENT	SALES & MARKETING	BROADBAND EXPANSION
CUSTOMER	STATE	BROADBAND PLANNING					ENGINEERING			TURNKEY IMPLEMENTATION					
City of Manhattan Beach	CA	•					•								
City of Mission Viejo	CA	•					•								
City of Ventura	CA	•					•								
City of Oxnard	CA	•					•								
City of La Mesa	CA	•					•								
City of Santa Clarita	CA	•					•								
City of Chula Vista	CA	•					•								
City of Hayward	CA	•					•								
City of Concord	CA	•					•								
City of Alameda	CA	•					•								
City of Inglewood	CA	•					•								
City of San Leandro	CA	•					•								
City of Davis	CA	•					•								
City of Woodland	CA	•					•								
City of Carlsbad	CA			•		•									
City of Winters	CA	•					•								
City of West Sacramento	CA	•					•								
City of Lodi	CA	•			•		•								
City of Stockton	CA					•									
City of Sacramento	CA					•									
City of Santa Ana	CA	•					•								
City of Fairfield	CA	•					•								
City of Glendale	CA	•					•								
City of West Hollywood	CA		•	•		•									
City of Golden	CO	•	•				•								
City of Yuma	CO	•	•		•		•								
City of Wray	CO	•	•		•		•								
City of Fort Morgan	CO	•			•		•								
City of Boulder	CO	•	•				•	•	•	•		•			
City of Centennial	CO		•		•		•								
City of Loveland	CO	•			•		•								
City of Fort Collins	CO	•			•		•								
City of Salem	OR	•													
City of Hillsboro	OR						•	•	•	•	•				
City of Walla Walla	WA	•			•		•								

References

FIBER DESIGN & CONSTRUCTION REFERENCE: CITY OF BOULDER, CO



CONTACT
Steve Catanach
Director of Utilities
P: 303.441.3274
E: catanachs@bouldercolorado.gov

"The city's vision is to provide a world-class community telecommunications infrastructure to Boulder for the 21st Century and beyond. Broadband connectivity is a critical infrastructure service for quality of modern life, as is the case with roads, water, sewer and electricity."

CHALLENGE

The City of Boulder, CO is an innovative city with many diverse needs for connectivity, from traffic signalization to public housing, to smart utilities to next-generation broadband. The City needed a comprehensive engineering design for a citywide fiber backbone to expand on the City's original fiber network that was installed nearly 15 years ago. The City's objectives were to build this new network to meet the needs of the City and community over the next 10-15 years, with special focus on how building the fiber backbone could create a foundation for residential fiber to the home broadband services. The City needed an engineering partner with specific experience in municipal fiber and broadband services and in 2019, Magellan was retained to develop the design.

MAGELLAN'S SOLUTION

In 2019, Magellan first conducted a comprehensive review of departmental needs within the City, including transportation, public works, public housing, police and fire, utilities, information technology and open space mountain parks. Through this assessment, over 200 new City-owned sites were identified to be connected to fiber. Magellan developed the full engineering design package and optimized the fiber backbone to support fiber to the home distribution, to support broadband programs that the City would consider in the future. Our unique design lowered the bar for deployment of new fiber to the home by reducing the cost to build this infrastructure. We also found miles of unused City conduit during the design process, which we integrated into the final engineering design, saving the City approximately \$1 million in new construction. We provided detailed fielding, utility assessment, permitting, make-ready, prints, costing and as-builts for each phase of construction. To enable seamless deployment of the network, the City also selected Magellan to manage construction, given our deep experience constructing municipal fiber and our collaborative approach with the City's internal departments.

OUR CLIENT'S SUCCESS

Today, the first two phases of construction are complete. Over the next 24 months, Magellan will manage the construction of the remaining 50 miles of fiber, connect 114 traffic signals, 23 public housing sites, 2 data centers, 7 towers and 25 other city facilities. Over this time, it will lead to significantly improved capabilities for the City's departments and a new fiber resource to support future broadband applications for residents and businesses.

FIBER DESIGN & CONSTRUCTION REFERENCE: CITY OF CENTENNIAL, CO



CONTACT
Eric Eddy
Assistant to the City Manager
P: 303.754.3334
E: eeddy@centennialco.gov

"Council's goal with the Fiber Master Plan was to provide an opportunity to increase competition by completing a fiber backbone that could deliver superior and competitive choices and services for consumers. Through partnerships with the private sector, our residents and existing and future businesses will enjoy faster internet services and possibly lower prices"
-Ken Lucas, Centennial City Council

CHALLENGE

The City of Centennial, Colorado is a rapidly growing community on Colorado’s Front Range. With this growth came new broadband connectivity needs for internal departments and external stakeholders, including transportation, public safety and education. The City also saw opportunities to drive new economic development opportunities by ensuring its business corridors were equipped with fiber infrastructure. The City believed a municipal fiber backbone would help drive broadband innovation and needed to find an engineering partner with deep experience planning citywide fiber networks.

MAGELLAN’S SOLUTION

In 2017, the City retained Magellan Advisors to develop a high-level design and fiber master plan for the backbone. Magellan approached the project from the ground up, seeking input from internal departments, two school districts, local libraries, two regional public safety organizations and the local business community. Upon identifying the needs of these organizations, Magellan developed a citywide fiber backbone that connected all organizations to a new underground, high-capacity fiber network with multiple layers of redundancy and connections to key data centers around Centennial. Magellan provided a full assessment and optimization of routes, network construction phasing and cost estimates for the network. In late 2017, Magellan presented the findings to the City’s Fiber Steering Committee and City Council, who both adopted the plan and design and authorized construction of the network.

OUR CLIENT’S SUCCESS

The City completed construction on its 50-mile, 432 strand fiber backbone in December 2018 and has attracted three new internet service providers to Centennial, driving competition and creating additional choice for residents and businesses. Today, Ting Internet, United Private Networks and Avata networks lease fiber from the City to supply broadband services to homes, businesses and community organizations. Ting launched its fiber to the home service in 2019 and provides gigabit internet services to homes and businesses. The City also provides fiber to the Cherry Creek School District and Intermountain Electric.

FIBER DESIGN & CONSTRUCTION REFERENCE: CITY OF HILLSBORO, OR



CONTACT
Greg Mont
Information Services Director
P: 503.681.5401
E: greg.mont@hillsboro-oregon.gov

“The partnership between the City and HSD is all about what’s best for our community. We have a long history of working together to best serve our students and families, and this is another opportunity for us to do the right thing and make our schools and our community stronger.”
-Mike Scott, Hillsboro Schools District Superintendent

CHALLENGE

The City of Hillsboro and Hillsboro School District envisioned a joint partnership for a community owned fiber network to support schools’ connectivity needs and enable a platform for world-class broadband. In 2017, the City and School district signed an agreement to co-build the network. The next step was to identify a partner that understood municipal fiber projects and could manage the complex engineering process at hand, creating two networks from one.

MAGELLAN’S SOLUTION

The City of Hillsboro hired Magellan in 2017 to develop a citywide fiber backbone and fiber to the home broadband network. Magellan approached the design by working with School District staff to determine their most important needs – high bandwidth, reliability and redundancy across all schools. Through the planning process, Magellan designed a highly redundant, multi-ring fiber backbone to connect 34 schools with dark fiber.

Concurrently, Magellan engineered an optimal fiber to the home architecture using the backbone network as a launchpad for broadband. Our design furnished the City with a blueprint for broadband across 44,000 homes and businesses. We provided detailed fielding, utility assessment, permitting, make-ready, prints, costing and as-builts for each phase of construction. The design delivers 1 and 10 gigabit capabilities natively in the network. To enable seamless deployment of the network, the City also selected Magellan to manage construction, given our deep experience constructing municipal fiber and our collaborative approach with the City’s internal departments.

OUR CLIENT’S SUCCESS

Today, 34 schools are connected to the network, providing nearly unlimited bandwidth to support their current and future needs, while reducing its operating budgets by \$200,000 annually. The fiber backbone and the first phase of fiber to the home construction have been completed to enable the City to launch its gigabit internet services to the first homes in Hillsboro.

FIBER MASTER PLAN, FUNDING & REFERENCE: SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, CA



CONTACT

Jacki Bacharach
Executive Director
P: 310.293.2612
E: Jacki@southbaycities.org

"Magellan has continuously devoted its time, energy and most importantly, its expertise and ingenuity to keep our fiber project moving forward – no matter how many obstacles we and our cities have put in the way."

– Jacki Bacharach, Executive Director - SBCCOG

CHALLENGE

Magellan Advisors was initially retained by the South Bay Cities Council of Governments (SBCCOG) to complete a Fiber Master Plan for 15 cities in the South Bay Region of Los Angeles, CA. The Fiber Master Plan Study was funded by the South Bay Workforce Investment Board through a workforce development grant. The study assessed the current state of workforce development and job retention in the region through focus group discussions with cities, businesses and anchor institutions.

MAGELLAN'S SOLUTION

Following the Master Plan, Magellan developed and issued a Request for Proposals (RFP) for a construction and services contract to connect all cities and provide gigabit broadband at discounted prices. Magellan also assisted with securing funding from LA Metro including \$4 million in grants and continues to assist with project management as construction is underway. The South Bay Fiber Network (SBN) lays the foundation for a regional network to provide competitive broadband support economic development, enhance workforce development and encourage job retention.

OUR CLIENT'S SUCCESS

Jacki Bacharach, Executive Director of SBCCOG, was eager to point out the benefits the network will bring to the region and its communities. Some of these benefits include reducing telecommunications spending, providing a platform for smart transportation and delivering access to world class broadband for 15 cities connected to the network. She noted that the technical expertise, design and construction management services provided by Magellan Advisors were imperative to the success of the network.

Bios

YOUR DEDICATED PROJECT TEAM



John Honker

Project Executive: Strategy & Fulfillment

John specializes in municipal fiber projects across the US. He has managed the engineering, construction and full implementation of fiber networks in 12 cities. He led the City of Boulder engineering design for 65-miles of new fiber across the City. He also led the design of the City of Centennial's network and development of their fiber master plan. John led design engineering and construction management for the City of Hillsboro fiber backbone network in Oregon. The fiber backbone was recently completed and now connects 34 Hillsboro City Schools with a fully redundant fiber network. John has also managed fiber planning and engineering and construction projects for the cities of Boulder, CO, Fort Collins, CO, Loveland, CO and Golden, CO.



Ashley Poling

Project Manager

Ashley has been a member of the Magellan Advisors team since 2014, serving in various roles including business development, marketing, project support, strategy and project management. She has been integral in supporting Magellan to source business through leading the company's request for proposal and proposal process. Ashley now supports the Executive Team in project management, client engagement and deliverable development. She has participated in over 50 broadband planning projects for local government and public utility clients. She leads stakeholder outreach sessions, develops needs analyses and state of broadband profiles for clients, assists in grant funding research and writing and leads clients in developing marketing programs for successful network launches. Ashley has a BA degree in Education with a minor in Political Science from Ohio Wesleyan University.



David Brevitz C.F.A.

Policy and Regulatory

David has decades of experience in the telecommunications industry from an extensive array of telecommunications engagements in the U.S. and internationally. This experience provides depth and capability in the subjects of broadband trends and planning, market analysis and surveillance, telecommunications stakeholder engagement, wireless and

wireless broadband trends and developments, industry financial reporting and analysis, telecommunications company operations, back office systems and business plans, interconnection and unbundled network element pricing, telecommunications service costing and universal service goals and objectives. David earned his M.B.A. C.F.A Certified Financial Analyst from in Finance, Michigan State University.



Jessica Zufolo

Vice President of Rural Broadband Strategy

Jessica joins Magellan after serving in various senior leadership roles throughout federal government and non-profit sectors for over 20 years. Prior to joining Magellan, Jessica served for over five years as the Senior Advisor for Strategic Partnerships for the Lifeline Division at the Universal Service Administrative Company (USAC) where she managed all state, federal and tribal engagements that led to the establishment of the Lifeline National Eligibility Verifier. Prior to her tenure at USAC, Jessica was appointed by former President Barack Obama to serve as the Deputy Administrator for the Rural Utilities Service (RUS) at the U.S. Department of Agriculture (USDA) where she helped oversee a \$65 billion federal loan and grant portfolio that finances water systems, telecommunications and broadband networks, precision agriculture, electric utility, smart grid and renewable energy projects in rural and tribal communities. Jessica also served as the Legislative Director for the National Association of Regulatory Utility Commissioners (NARUC) where she was responsible for developing legislative strategy for all 50 state public service commissions involving telecommunications, technology, consumer protection and water. Early in her distinguished career, Jessica worked on Capitol Hill for eight years overseeing telecommunications and energy policy for the late New York Senator Daniel Patrick Moynihan, Senator Charles E. Schumer of New York and Representative Peter A. Defazio of Oregon. Jessica earned her MBA with Honors from the University of North Carolina at Chapel Hill and a BA in military history and political science from the University of Colorado in Boulder.



Al Kamuda

Design Team Lead

Al Kamuda is a seasoned telecommunications and GIS professional with over 20 years' experience in telecommunications engineering, mapping, design and outside plant construction. Prior to joining Magellan, Al was the Senior Design Manager for the Central Florida region at Spectrum (Charter Communications), where analyses he led the planning, project management and implementation of outside plant design for various company growth projects including residential, commercial, cellular backhaul and metro WIFI. His extensive

experience with the telecommunications industry, CAD platforms and geospatial expertise along with his strategic forward thinking provides an extremely diverse skill set that allows him the valuable insight needed to understand the client's objectives in all aspects of telecommunications construction and design processes.



Matthew Southwell

Network Design and Mapping

Matthew Southwell has over 15 years in the telecommunications field. Matthew's career began as a U.S. Army Sergeant where he worked on tactical communication systems, Sat-Com radio systems, and deploying weekly COMSEC key changes OTAR (Over the Air Rekeying) with newly deployed radio systems during two Operation Enduring Freedom deployments. Matthew's private sector work includes work with a Motorola radio distributor and contractor where he supported many Federal, State, and local County entities to include: Department of Homeland Security, Immigration and Customs Enforcement, Drug Enforcement Administration, Florida Highway Patrol, Greater Orlando Airport Authority, Orange County Sheriff's Office, and the Lake County Sheriff's Office. Matthew joined Magellan Advisors in 2016 as a telecommunication analyst where he has contributed his knowledge and technical expertise to over 65 broadband projects. Matthew's current role within Magellan includes analysis of client GIS data and mapping, creating conceptual network designs and costing estimates for future fiber builds. Matthew is a Certified Fiber to the Home Professional (CFHP) and holds a Business Management Degree with High Honors from Keiser University in Orlando, FL.

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(Resumes included in Appendix A)

Scope of Work

1. COMMUNITY ENGAGEMENT

a. Development of the Community Engagement Plan:

We will work with the Towns to review all data and past community engagement to develop an outreach plan with the Towns. We will determine any additional outreach we believe is necessary to get a complete picture of the broadband environment, and to accomplish the Towns' goals of Inclusivity, High Speed, Reliability, Reasonable Cost, Future Proofed, Economic Growth, Investment, Competition and Quality of Life.

We propose to hold a broadband education workshop specifically for the client team and local stakeholders. This will allow Magellan to provide tangible examples of communities that have developed broadband strategies, benefits, obstacles and results. This education process will be geared to stimulating ideas, identifying applications and charting benefits for the community that will be incorporated into the planning process. Additionally, it will allow the client team and stakeholders to understand real-world examples of how broadband networks are planned, emerge and evolve over time. We believe that the more information the representatives are equipped with, the more successful it will be in the education process with the general community.

Educating the local stakeholders on the importance of broadband will be key to overall community support for the project. We propose to hold workshops to illustrate the benefits, short-term and long-term. We will utilize case studies and economic factors to help local businesses, residents and anchors understand how advanced broadband can make them more efficient and productive, while enabling them to compete globally. The education seminars will act to inform and rally stakeholder groups around the project. In addition, Magellan suggests that this information be made publicly available on the Towns' websites in support of the project along with project contact information. Keeping stakeholders engaged will help ensure overall effectiveness of the outreach process. We will also work with you to determine long-term education and engagement strategies to carry the message forward beyond the initial planning project.

b. Support community discussion and document:

During stakeholder engagement and through our community survey process, Magellan will determine the current broadband environment in the Towns by understanding what residents and business utilize today. We will seek to understand the current services that they use, what they pay and what they desire in their internet services. Magellan will answer the following questions for the Towns to help educate City leaders on the State of Broadband in the Towns:

1. What services are available to residents and businesses?
2. How many providers do residents and businesses have access to in Waterloo?
3. Is there a digital divide in the region and to what degree?
4. Where are the territories of each provider and do they compete?
5. What do residents and business pay today?
6. What speeds do residents and businesses receive today?
7. Are residents and businesses getting what they pay for?
8. What market share does each provider hold today?
9. What prices, speeds and services are most demanded by residents and businesses?

10. Do the Towns' residents and businesses have a desire for increased broadband services?

11. What is the view of the residents and businesses on the role that municipal government should take in providing broadband service?

Magellan will conduct residential and business surveys of the four Towns.

c. Proposal must clearly define their stakeholder evaluation process including their recommended participant level in order to reach statistically reliable results.

We propose to conduct comprehensive outreach to develop the broadband needs assessment, tailored specifically to each Towns' goals in the Regional Broadband Needs and Feasibility Assessment. The outreach will potentially include:

Community Anchor Interviews

We will hold interviews with each community anchor in each Town to gain an understanding of their current and future broadband and technology needs. The format for these may be one-on-one in some cases or group in other cases depending on the size of each community anchor and importance to the project. We will work with each Towns' team to identify community anchors across education, healthcare, municipal, public safety, state, regional and other organizations.

Enterprise Business Interviews

For large businesses in each Town, we propose to hold one-on-one interviews to understand their current and future broadband and technology needs. We find that individual interviews work best for large businesses because they are able to share more information with us one-on-one versus a group setting. Large business interviews are important to identify key business anchors that may utilize the Towns' network.

Small & Medium Business Interviews

For small and medium businesses in each Town, we propose to hold focus groups to understand their current and future business and technology needs. We find that these can often times be coordinated through local economic development personnel or the local chamber of commerce. Focus groups containing 10-20 businesses each provide valuable information that we will utilize to plan broadband strategies for each Town.

Residents

For residents, we will work with you to determine the best format for engagement. We would suggest one or two "Town Hall" meetings coupled with any additional online and paper survey tools to support any data the City may have already collected. The overarching goal of meeting with residents, is not a FTTH deployment or project, but learning about the breadth of the digital divide in Fort Lauderdale to devise digital inclusion strategies to support those that suffer from it.

This information will determine the community's need for additional broadband services and help each Town understand how its network may be used to achieve the long-term needs of its stakeholders. It will also provide an understanding of the potential customers available to the Towns, which will determine the services each Town will need to provide and for what rates.

2. CONDUCT BUSINESS CASE NEEDS ASSESSMENT

Magellan will conduct a needs assessment based on information gathered during stakeholder outreach from task 1 above and from our customized online survey. The community market survey will be dispersed to citizens, businesses and anchors in each of the Towns. Through our survey tool we will provide speed testing tools so that residents, community anchors and businesses can report ACTUAL SPEEDS and experiences, versus what is advertised on providers' websites. Our surveys are used routinely throughout our broadband planning projects and provide our clients with a realistic view of how broadband is being delivered, levels of customer satisfaction and the community's willingness to receive broadband from a municipal provider. For example, Magellan conducted a Citywide survey of the City of Loveland, CO. We received 987 valid residential responses (online and paper), which resulted in a 95% confidence interval with a 5% margin of error. For businesses, we supplemented our online surveys with a telephone calling campaign which increased our confidence interval from 86% to 94%. We'll work with each of your Town's teams to identify the right channels for survey distribution, which may include social media, Town websites and utility email lists. We will also help you ensure that the questions asked are neutral and do not draw "forgone conclusions" about broadband. Our goal is to give you a true estimate of demand for broadband in each of your communities.

We understand that the Towns would like an assessment of each Town, in the event that one or more Towns decide not to move forward past this study. We propose to create community profiles that examine the needs of each Town, current infrastructure, and identify demand for broadband in each community.

3. CONDUCT LOCAL BROADBAND AND TELECOMMUNICATIONS MARKET ASSESSMENT

Magellan will perform a detailed market assessment to identify the current state of broadband quality and coverage. Magellan will work with each Town to determine the current broadband environment, including updated maps of broadband availability, speeds and providers. The market assessment will determine the services that are available, providers, service level, pricing, and access. We will document all publicly owned and privately owned networks in the communities and build a comprehensive GIS-based broadband map to illustrate how each Town is served by broadband and what providers currently serve the market.

We will include details on all download and upload capacity and inventory on all physical transport. We will provide you with a graphical and visual representation of the current market, based on the survey and data collected for the market. This graphical representation will give you unique and valuable data on the actual broadband market in the area that will allow each Town's broadband leadership to understand the following aspects:

- Actual speeds that residents, anchors and businesses are receiving;
- Actual pricing that residents, anchors and businesses pay for services;
- Territories for providers operating in each community;
- Customer satisfaction levels with broadband providers;
- Key issues that impact customers across the Town; and
- Identify underserved and unserved areas.

Magellan will build an inventory of all community anchor, business, residential, and wholesale costs across each Town to help understand how they compare to the other peers. It will also

enable the Town to better understand the costs necessary in a community broadband network. The data and information from the market analysis will also be included in the Town Community Profiles.

The following step will be to analyze the current market and its propensity for additional broadband services. This market assessment will include businesses, schools, hospitals, clinics/doctors' offices, and other community organizations determined in the analysis. We will incorporate the current network into the comprehensive broadband map, which will allow us to begin building layers of potential customer locations on top of the current infrastructure. Layers will include businesses, schools, hospitals, clinics, government organizations, community support organizations, and others to be determined.

Based on information collected from the market assessment, we will identify the opportunities for each Town to consider a variety of options for developing a community broadband network. This analysis should build on each Town's current fiber/conduit infrastructure, other potential partners and new infrastructure that would create a network to support the greater Towns' community. Magellan will lay out the strengths, weaknesses, opportunities, and threats of the current broadband environment for the Towns to better understand the broadband market. There are many inputs to the overall feasibility and sustainability of community broadband networks and Magellan will work with each Town's teams to determine the drivers in the region that would support such a network in your Town.

4. IMPLEMENT A MAPPING TOOL THAT PROVIDES A GIS-BASED ANALYSIS FOR THE PROJECT

Magellan's technical team has in-depth experience with GIS-based mapping, inventory, analysis and reporting on broadband projects. For each of our broadband planning clients, we have implemented comprehensive GIS-based studies of service areas, including:

- Broadband inventory and analysis;
- Broadband penetration and availability;
- Broadband market data;
- Broadband service area boundaries; and
- Broadband infrastructure overlaps and overbuild information.

Magellan's GIS services will enable each Town to accurately collect, track, analyze and report on key broadband infrastructure assets throughout each of the Towns. At the project kick-off meeting, Magellan will provide the Towns with an initial data request in order to gather the necessary data to begin this process. We propose to first build a geo-correct layer for each Town's conduit and fiber, identifying placed conduit, type, size, status (occupied/vacant) and related information. A second layer will incorporate all outside plant structures owned by each Town, including vaults, handholes, manholes, pedestals, poles, transitions and related information. From these layers, we will proceed to identify all fiber-optic assets placed by each Town and document type of fiber cable, strand count, splice points, splice cases, snowshoes, terminations and related information.

5. PERFORM A GAP ANALYSIS OF THE CURRENT BROADBAND ENVIRONMENT

Based on the market analysis and information gained through the stakeholder outreach, Magellan will develop a gap analysis that identifies the key broadband issues in each Town, for residents, businesses and community anchors. Magellan will assess each communities' benefits and risks through improved and more efficient Town services.

We will identify the issues that each Town faces, focusing on:

- Available infrastructure Access
- Affordability
- Reliability
- Bandwidth Symmetry
- Redundancy
- Inclusivity

The gaps and issues identified for each Town will also be included in the Towns' Community Profiles.

6. ASSESS EACH OF THE TOWN'S REGULATORY ENVIRONMENT

Magellan will provide a regulatory analysis of the broadband environment for Colorado municipalities and municipal utilities considering deploying broadband. It will define the requirements under a range of different business models, including wholesale, retail and partnership. It will analyze FCC, State and federal law enforcement and other statutory requirements that each Town should be aware of and the potential risks and mitigation strategies that each Town can consider in the evaluation of broadband. Magellan has worked with a number of clients in Colorado and we are well versed in the new requirements of Senate Bill 167 and how it applies to municipal fiber engineering and construction. We have deep experience in planning and applying for permits with local, county, Colorado Department of Transportation, and Burlington Northern Railway and Regional Transportation District. All of this local expertise will give you a partner that is well-versed in the area to develop the most effective fiber design for the Towns.

7. DEVELOPMENT OF MARKET-DRIVEN DEMAND PLANNING TOOLS

Magellan will develop a GIS-based demand-planning tool that will enable the Town's to measure the potential opportunity for broadband demand across the region and each town. The tool will be linked directly into survey data to not only provide the physical locations of potential customers across the towns but also the data behind those customers, including demographics, propensity to buy services, current services, upload and download speeds, satisfaction with current services, and related information.

Magellan has implemented these tools with many municipalities, and we find that they provide detailed insight into the need for broadband within communities. They help municipalities plan for demand centers where services are required and prioritize within the communities. Magellan has implemented these tools with Colorado municipalities including the City of Loveland, and nationwide to measure demand and plan new network infrastructure to serve the needs of end users. All GIS information will be available to the Towns through our online GIS tools that the Towns can view in real-time.

8. DEVELOPMENT OF SOUND BUSINESS MODELS

Magellan will assist the Towns in evaluating various business models each Town should consider for their project, identifying the pros and cons for the Towns and its community. In this analysis, we propose reviewing various models, some of which include:

- | Public Policy Only
- | Infrastructure only (dark fiber, conduit, towers)
- | Open-access (dark and lit fiber, wireless)
- | Business retail provider
- | Residential retail provider
- | Public-private partnership options

Some of the key questions that we will address individually with each Town in this section include:

- | Should the Towns provide services directly or through partnership with broadband providers?
- | Will a Towns' broadband utility be sustainable if the Towns provides services directly?
- | What types of Internet services would the Towns provide and at what costs?
- | Would open-access create a sustainable business model for the Towns?
- | Should the Towns expand services to more public organizations and if so, to what extent?
- | How will joint investment in broadband infrastructure be accomplished between the Towns and private sector organizations in proposed partnerships?
- | What legal and operational structures should be considered by the Towns and private sector organizations in use of the Towns' broadband infrastructure?
- | How will the Towns balance private sector goals of revenue growth and profitability with public goals of providing affordable and available broadband services across the Town?
- | How will future system expansion be handled between the Towns and private sector providers and what contributions will the parties make to this infrastructure?
- | How will the Towns maintain neutrality and open interconnection policies with private sector providers, promoting a competitive environment that benefits the Towns' broadband user base?

Financial Planning for Each Business Model

Magellan proposes using our Broadband Financial Sustainability Model to ensure that the Towns have a full understanding of the business and financial sustainability of various broadband business models. Using these tools will allow the Towns to evaluate different business models and make informed decisions on which are most adequate for the Towns and their communities – including environments that require no funding.

Our models are widely used tools to model feasibility and financial performance for over 50 municipal broadband providers. Magellan's financial modeling tools have been utilized to plan and manage broadband network investments for over \$1 billion of broadband investments in the US.

Using our financial tools, we suggest using the following process to conduct the business model analysis and make recommendations. We would propose using a 20-year period to analyze business

models:

1. Develop the cost model for the network, including one-time and ongoing capital expenditures to build the network.
2. Develop the cost model for operations, including O&M, network operations, field services, staffing, billing and customer service.
3. From the market analysis and outreach, determine the customer segmentation and growth on the network, across each type of customer (business, school, hospital, etc.).
4. Determine customer growth rates for the network, based on benchmarking analysis from other utility and municipal providers.
5. Determine a proposed competitive rate schedule for potential services, using pricing information from the market analysis and benchmarking information.
6. Develop financial statements, pro-formas, depreciation schedules, and cash flows.
7. Conduct comprehensive financial analysis on the project to determine overall financial sustainability using key metrics such as free cash flow, debt service coverage, operating margin, and net income.
8. Use scenario analysis to evaluate different business models and determine which are feasible for the Towns to consider.
9. Recommend the most feasible business model based on overall business and financial sustainability, community benefit, and long-term value to the Towns. This model will be designed to generate revenue for the Towns for a self-sustained broadband maintenance and development program. Our pro formas will indicate the cost of resources both internally and externally, as estimated based on previous similar engagements.

We will provide comprehensive pro formas based on a detailed set of assumptions and forecasts to project financial outcomes for each individual Town's options. We will provide a dynamic model with over 140 assumptions that can be varied to determine the impact to financial performance. From these 140 assumptions, we provide you with the 10-20 most sensitive variables in the model that when altered, significantly impact financial performance. Output from the model is expected to include, but not limited to:

- | Assumptions and documentation
- | Broadband Financial Dashboard
- | Financial Ratio Analysis
- | Break Even Analysis
- | Income Statement
- | Balance Sheet
- | Rate Sheet
- | Capital Plan
- | Personnel Plan
- | Operating Costs

- | Renewal and Replacement Reserves
- | Borrowing Summary
- | Borrowing Tables
- | Sales Forecasts
- | Cumulative Demand

Magellan Advisors will conduct a Business Model Workshop to educate those involved and collaboratively work to determine the appropriate business models to analyze financially.

9. RECOMMENDATION ON BROADBAND STRATEGY

Magellan will deliver actionable strategies and recommendations to the Towns at the culmination of the project. Magellan will highlight our final recommendations based on our work with local stakeholders and the City that highlights what we believe will be the best steps forward for the Towns, giving the Towns a roadmap to move forward. Our recommendations will include business models, policy and strategic partnership opportunities all gathered from our outreach and analysis of the City's current infrastructure, broadband environment and gaps that need to be addressed in both wired and wireless networks across the City.

The culmination of each Town study will lay out the core strategies for their Town in development of its municipal and community broadband initiatives. The Plan will craft the most effective strategies for each Town (or through a regional partnership) to adopt to bring next-generation broadband to its communities, leveraging the Town's infrastructure, smart public policies and key partnerships among public and private organizations.

We believe that the following approach will create the most feasible municipal and broadband opportunities for each individual Town, while mitigating risk to each Town:

- | Document, structure and formalize the Town's current conduit, fiber-optic and tower assets;
- | Identify immediate opportunities to use these assets to positively impact local broadband, in conjunction with broadband providers;
- | Work with local broadband providers to employ the use of the Town's current fiber assets, if any
- | Demonstrate "small wins" utilizing each Towns' current assets;
- | Develop the policies needed to build additional infrastructure and grow the network;
- | Identify business cases to expand the network for municipal cost reductions, improved capabilities and broadband improvements;
- | Develop a true broadband enterprise with established rate structures, policies, procedures and products;
- | Market the network and interconnect with multiple broadband providers to serve more community needs;
- | Consider more intensive business models such as open access to identify the impact to the community and feasibility of entering into this business;

Continually evaluate the performance of the broadband network, its impact to each and opportunities of each community, and revise the strategy appropriately. The recommended

strategy(s) will determine the Towns employ community-wide deployment or a phased deployment approach. Each client we work with is unique, and no broadband implementation strategy is identical. Magellan will work collaboratively with the Towns to assist in making these important decisions regarding business models, financing, and broadband deployment.

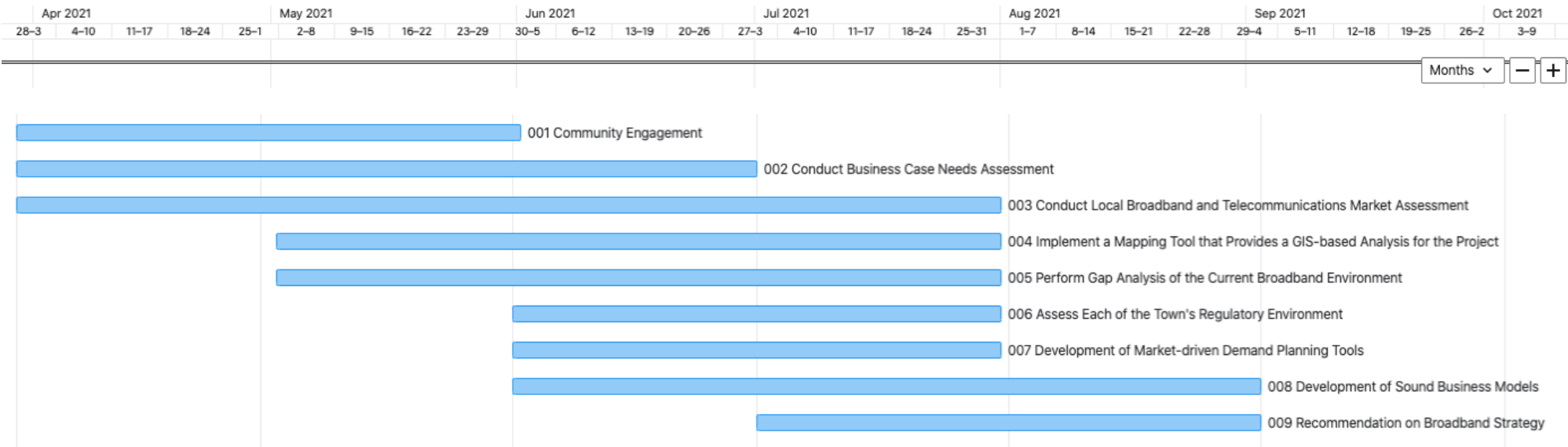
The recommended strategies will include:

- Two (2) recommended approaches to broadband implementation for a regional partnership among all four entities, that is scalable in case one or two entities decline to move forward.
- One (4 total) recommendations for each entity if the Towns determine to approach the projects culmination individually (not a joint partnership).

Evaluate Financing and Funding Availability

Magellan's senior consultant and grant expert, Jessica Zufolo, will be participating and working with each Town to analyze any grant opportunities for each Town. Jessica has over 20 years' experience in in broadband planning, fundraising, deployment and operational management.

Timetable



Appendix A: Resumes

John P. Honker – President

Education:

Master in
Business
Administration,
Executive
Program
University of
Miami – Miami,
FL

John has over ten years of executive management with new, growing and well-established firms, in the Telecommunications, Information Technology and Outsourcing sectors. Strong expertise in managing rapidly growing companies with responsibility for P&L, Business Strategy and Operations. Insightful execution of business strategy with a clear focus on achieving goals through concise management of people and resources. Significant entrepreneurial experience through the founding of several successful firms in the consulting and outsourcing sectors.

Bachelor of Arts
in Philosophy
Stetson University
– Deland, FL

Magellan Advisors LLC – Denver, CO

President & CEO - Founding and current member of the firm, organized to capture strong demand from public and private sector clients requiring strategic telecommunications planning services. Responsible for core business strategy, P&L, operations, technology and finance. Leadership position that requires a unique combination of executive tactics, hands-on processes and a team-based orientation.

Strengths:

- Strategic Planning
- Multinational Expansion
- Business Development
- Market Planning
- Business Strategy Formulation
- Financial Planning
- Investor Marketing & Identification
- P&L Management
- Operations Planning

Clear Connect Inc. – Miami, FL

Chief Operating Officer - Clear Connect is a contact center and business process outsourcing provider uniquely positioned to deliver vital business services at savings beyond what is seen in today's outsourcing market. Combining strong domain experience with a world-class workforce and adaptive technology, Clear Connect provides solutions to meet our customer's most challenging business needs.

Founding member of the firm, specializing in contact center and business process outsourcing services for Fortune-200 based US companies. Built the firm's operations, finance and technology from greenfield into a 210-employee firm in 18-months, providing services to several large Fortune-200 companies. Responsibility for all departments, with 8 top-level manager reports.

Columbus Networks Inc. – Miami, FL

Director of Internet Services - Columbus Networks is a telecommunications service provider that offers broadband and IP capacity services to telecom carriers, TV cable companies, Internet Service Providers and network integrators.

Built Internet Service Provider business from greenfield into \$50M business in 5 years. Multinational venture into 15 countries in Central/South America, The Caribbean and Mexico, to deliver services in new markets. Provided all operational planning,

- Investor Relations
- Technical Design
- Technical Implementations
- Operations Management
- Performance Management

development and implementation for the business unit. Organized and lead cross-functional teams under strict timelines to deliver services.

Government Technology Resources Inc. – Orlando, FL

Principal Consultant - GTR provides strategic consulting services to public sector clients, focused on leveraging emerging technologies to support the goals of local, state and federal government.

Developed consulting practice for firm, focused on expanding existing services for local and state governments. Provided business development to build a book of business to include many local government clients.

Florida Hospital Inc. – Orlando, FL

Network Engineer - Florida Hospital, comprised of eight Orlando hospitals provides a wide range of health services for the entire family, including many nationally and internationally recognized programs in cardiology, cancer, women's medicine, neurology, diabetes and rehabilitation.

Information technology liaison for the Radiology/Radiation Oncology departments. Translated specialized departmental needs into Information Technology strategies and presented to Information Systems department heads. Provided network engineering services to the Radiology and Radiation Oncology departments at 8 metro-Orlando hospitals. Worked with cross-functional medical and non-medical teams.

Ashley Poling - Consultant

Education:
BA degree in Education
with a minor in Political
Science from Ohio
Wesleyan University

- Strengths:**
- Project Coordination
and Implementation
 - Business
Communication and
Publication Methods
 - Data Analysis
 - Research Sourcing
 - Resource
Management

Ashley is a technical communicator with a breadth of client relations experience. Expertise in creating, coordinating, and implementing projects across a variety of fields from defense contracting to small business planning and start-up.

Magellan Advisors LLC - Denver, CO

Project Management Analyst -Supports project management for public and private initiatives on Broadband and Smart City planning. Collects, organizes, and implements pertinent information to meet needs of organizations and develop plans tailored to fulfilling strategic goals. Provide resources to organizations pertinent to alignment of goals in technology initiatives and developing policy for enhancing fiber infrastructure for Broadband and Smart City

Business Development - Produced leads, filled sales channel, managed all inside sales including proposals and RFP generation. Built and maintained client relationships throughout life of project and beyond.

Lake County Schools – Clermont, FL

Educator/Teacher - Teacher ratings on annual evaluations, Student performance on standardized tests continually exceeds global mean.

David Brevitz C.F.A. - Policy and Regulatory

Education:

Chartered Financial Analyst, CFA Institute - Charlottesville, VA
M.B.A., Finance, Michigan State University Graduate School of Business, East Lansing
B.A., Justice, Morality and Constitutional Democracy, James Madison College, Michigan State University

Strengths:

- Statewide Broadband Planning
- Telco Financial Analysis, Acquisition Cases
- Telco Management & Operational Analysis
- Telecom Market Analysis & Surveillance
- Telecommunications Trend Analysis
- Cost of Service, TELRIC, LRIC and FDC
- Stakeholder Interviews and Engagement
- Competitive Policy Development

Mr. Brevitz has over 30 years of experience in the telecommunications industry based on work for U.S. and international clients, and telecommunications regulatory agencies. This experience provides depth and capability in the subjects of broadband trends and planning, market analysis and surveillance, market liberalization and competitive policy implementation, telecommunications stakeholder engagement, wireless and wireless broadband trends and developments, industry financial reporting and analysis, telecommunications company operations, back office systems and business plans, interconnection and unbundled network element pricing, telecommunications service costing and pricing, and universal service goals and objectives.

Magellan Advisors LLC – Topeka, Kansas

Senior Broadband planner/Senior Consultant - Focused on Technology, Broadband Deployment and Government Services. Performs technical consultations in the specific areas of network implementation and management, telecommunications services and information security. Assists organizations in the development of strategic management/technical plans focusing on alignment of technology initiatives with that of the business units. Coordinate and manage Data/voice/video projects for clients to include the negotiation and provisioning of carrier services from major telecommunications and upstream providers.

Brevitz Consulting Services -Topeka, Kansas; 1994 – Present

Independent Telecommunications Consultant -Mr. Brevitz has conducted numerous telecommunications engagements for national and international clients. Most recently, Mr. Brevitz completed work as the Project Leader for the State of Florida on Strategic Planning for Florida Governmental Broadband Capabilities. Mr. Brevitz has provided expert testimony on numerous issues including a number of telco local division spin-offs, acquisitions and combinations, broadband and broadband competition, telecommunications competition, industry and market structure, service bundles, substitutability of VoIP and wireless for local exchange service, resale, unbundled elements, TELRIC/cost studies, network modernization, access charges, rate design, cost allocations, universal service and other matters.

University of Florida, Gainesville - 2009 to Present

Senior Fellow, Public Utility Research Center - Mr. Brevitz has been designated as a Senior Fellow by the Public Utilities Research Center at the University of Florida. This designation is reserved for knowledgeable and experienced professionals who foster strong ties to academia, industry, and government, who embody PURC's values of respect, integrity, effectiveness and expertise, and who support PURC's mission to contribute to the development and availability of efficient utility services through research, education, and service.

KCPR, Topeka -1987-1994

- Telco Business Planning
- Competitive Pricing Analysis
- Interconnection Policy

Certifications:

- C.F.A Certified Financial Analyst

Director of Regulatory Affairs- Duties included monitoring of and participating in state regulatory affairs on behalf of twenty independent local exchange companies in Kansas that compose the partnership of KCPR. Active participation in statewide industry committees in the areas of access charges, optional calling plans/EAS, educational interactive video, dual party relay systems and private line/special access merger.

Jessica Zufolo: VP of Rural Broadband Strategy

Education:

(MBA); OneMBA Global Business Strategy and Finance
North Carolina at Charlotte
University of North Carolina Kenan-Flagler Business School
Chapel Hill, NC

Bachelor of Arts (BA), Military History and Political Science
University of Colorado Boulder, CO

Strengths:

- Strategic
- Employee Engagement Strategies
- Data Analytics
- Enterprise Strategy Execution
- Risk Mitigation
- Federal Procurement Strategies
- Coalition Building
- Continuous Process Improvement
- Team Leadership
- Hiring & Mentoring Talent
- Infrastructure Financing
- Industry and Regulatory Analysis
- Community and Economic Development

Experienced business executive with exceptional skills overseeing complex operations involving rural utility, broadband and precision ag projects in underserved and tribal areas. An infrastructure strategist with extensive industry and non-profit stakeholder relationships and regulatory/legislative expertise across the technology and electric utilities sector. A problem solver with a proven track record of initiating and delivering new market strategies and solutions that result in business growth and long-term profitability. Strong record of forging and developing strategic partnerships that lead to sustainable funding and client/customer loyalty.

Magellan Advisors LLC – Orlando, FL

VP Rural Broadband Strategy - Focused on rural broadband Deployment and government Services. Assists organizations in the development of strategic management/technical plans focusing on alignment of technology initiatives with that of the business units. Coordinate projects for clients to include the negotiation and provisioning of carrier services from major telecommunications and upstream providers.

Universal Service Administrative Company (USAC) – Washington, DC

Senior Advisor, Strategic Partnerships – Established and managed a new business unit comprised of 5 team members within the Lifeline program that negotiated and implemented Application Program Interface (API) connections with data owners nationally.

U.S. Department of Commerce, First Responder Network Authority (FirstNet) – Washington, DC

Director, Rural Infrastructure and Grants Strategy (Presidential Appointment) - Established FirstNet's federal funding coordination strategy to align all federal agency program regulations and budgets governing federal and state grant programs to finance emergency communications, public safety radio equipment, devices and applications

U.S. Dept of Agriculture, Rural Utilities Service (RUS) – Washington,DC Deputy Administrator (Presidential Appointment: Sr Executive Service) -

Co-managed a \$65 billion federal loan and grant portfolio that finances water and waste treatment systems, telecommunications and broadband networks, precision agriculture, electric utility, smart grid and renewable energy infrastructure projects in rural and tribal communities across 56 states and territories

Medley Global Advisors – Washington, DC and New York, NY Sr Director, Telecom, Media & Technology (TMT) Equity Research -

- Project Management - Cultivating Internal & External Stakeholders	Established an independent telecommunications and technology investment research franchise serving over 30 institutional investors and hedge funds with actionable research on the financial impact of State, federal regulatory and legislative policy risk
Certifications and Memberships: - Recipient of the UNC Leadership Development Initiative Program curriculum and recognition - Inducted into the Gamma Beta Sigma Business Honors Society	National Association of Regulatory Utility Commissioners NARUC – Washington, DC Legislative Director, Telecommunications and Consumer Affairs - Directed the Association’s federal legislative advocacy and grassroots activities on telecommunications, consumer protection and water issues before Congress, federal agencies, the executive branch and state legislatures.

Alfred Kamuda – Design Team Lead

Education:

Associate of Science (AS), Electronics Technology, Computer Processing Institute, East Hartford, CT

CompTIA PC A+ Certificate, Valencia Community College Orlando, FL

Network+ Certificate, Valencia Community College Orlando, FL

Technical Skills:

- Microsoft Office 2010: Word, Access, PowerPoint, Excel, Outlook, Visio
- Microsoft Windows DOS 3.1 – Windows 7
- Microsoft Server 2000 - Advanced Server 2008, Novell Server 3.12 - 6.0
- Bentley Comms (MicroStation V8i), MicroStation Geographics, Bentley Map Spatial, Focus DOS - 95(MicroStation 95)
- ESRI ArcInfo 9.3, ArcGIS Advanced Desktop 10.0 - 10.5, ArcGIS Server 9.3 - 10.5, ArcGIS Web Applications, ArcGIS Flex Web Builder, ArcGIS Portal, GE Smallworld GeoSpatial Analysis Pro 5.0, & Map Info Professional, ArcGIS Network Analyst
- Oracle 9 – 11g Spatial, Oracle SQL Developer, Microsoft SQL Server 2008 R2, Visual Studio Express 2010
- Adobe Illustrator 10, Adobe Photoshop, Adobe Flash Builder 4.7

Al Kamuda is a seasoned telecommunications and GIS professional with over 20 years' experience in telecommunications engineering, mapping, design and outside plant construction. Prior to joining Magellan, Al was the Senior Design Manager for the Central Florida region at Spectrum (Charter Communications), where he led the planning, project management and implementation of outside plant design for various company growth projects including residential, commercial, cellular backhaul and metro WIFI. His extensive experience with the telecommunications industry, CAD platforms and geospatial expertise along with his strategic forward thinking provides an extremely diverse skill set that allows him the valuable insight needed to understand the client's objectives in all aspects of telecommunications construction and design processes.

Magellan Advisors, LLC. – Orlando, FL

Design Team Lead - Magellan Advisors is a full-service consulting and technology services firm, specializing in telecommunications, broadband and smart city planning deployment and management for public and private sector organizations.

SPECTRUM / Bright House Networks – Orlando, FL

Senior Manager, Hybrid Fiber/Coax (HFC) Design and Drafting – Provided engineering support and direction for new or existing technologies and on-going operational initiatives to Regional, Network Operations and other cross functional leadership regarding technical operations, strategic planning of rebuilds, network operations for output to the OSP (outside plant), and new products.

HFC Design – Orlando, FL

Manager – Provided leadership, succession planning, development and performance assessment to 20 in-house design engineers. Used strong leadership skills to create a culture of teamwork to effectively manage, train, mentor and coach direct reports to meet goals and expectations. Responsible for the oversight of contractor resources, contractor invoicing, and project completion of assigned work to multiple design contractors located in separate, decentralized locations worldwide while continuing to meet the increasing production demands on time and within budget.

Time Warner Cable– Orlando, FL

Supervisor HFC Design - Supervised the activities of a team of up to 8 people, including hiring, performance management and training on HFC plant design efficiency and Bentley Microstation software. Led the data

conversion efforts to move the plant routing data stored in Dbase within Focus 95 to Oracle while successfully ensuring the timely coordination and posting of all new plant routing information during the upgrade to eliminate any impact our customer deadlines. Maintained close internal partnerships and contract resource relationship to ensure daily operations of HFC design output were on time and on budget.

Matthew Southwell – Associate Project Manager – Design

Education:

Business Management
Degree with High
Honors
Keiser University in
Orlando, FL.

Strengths:

- In-Depth Research
- Cloud-Based Mapping
- OSP Design/Costing
- Management & Leadership
- Quantitative Analysis
- Client Assessment
- Team Development
- Conflict Resolution
- G.I.S

Memberships:

- CHFP

Matthew Southwell has over 13 years in the telecommunications field. Matthew's career began as a U.S Army Sergeant where he worked on tactical communication systems, Sat-Com radio systems, and deploying weekly COMSEC key changes OTAR (Over the Air Rekeying) with newly deployed radio systems during two Operation Enduring Freedom deployments. Matthew's private sector work includes work with a Motorola radio distributor and contractor where he supported many Federal, State, and local County entities to include: Department of Homeland Security, Immigration and Customs Enforcement, Drug Enforcement Administration, Florida Highway Patrol, Greater Orlando Airport Authority, Orange County Sheriff's Office, and the Lake County Sheriff's Office. Matthew joined Magellan Advisors in 2016 as a telecommunication analyst where he has contributed his knowledge and technical expertise to over 65 broadband projects. Matthew's current role within Magellan includes analysis of client GIS data and mapping, creating conceptual network designs and costing estimates for future fiber builds. Matthew is a Certified Fiber to the Home Professional (CFHP) and holds a Business Management Degree with High Honors from Keiser University in Orlando, FL.

Magellan Advisors, LLC. - Orlando, FL

Associate Project Manager/Design - Magellan Advisors is a full-service consulting and technology services firm, specializing in telecommunications planning, deployment and management for public and private sector organizations. Led OSP design fulfillment across multiple project engagements to include, research, GIS mapping and costing analysis.

Magellan Advisors, LLC. - Orlando, FL

Telecommunications Analyst - Provided broadband market and provider analysis. Assisted in conceptual network design, labor and material costing integrating geographical information systems.

Bandit Installations - Wake Forest, NC

Installation Manager - Led team of technicians installing access control, card readers, electronic locks, and motion detection.

Wireless Technology & Equipment - Orlando, FL

Installer II - Deployed and maintained public safety radio systems for local, state, and federal agencies.

Task Force Phoenix - Kabul, Afghanistan

Communications Sergeant - Fielded and maintained secure Sat-Com, RF, and GPS technology during forward operations.

FLANG - US Army - Orlando, FL

Sergeant-E5, Signal Support Systems Specialist-HHC 2-124 Infantry Battalion -
Provided secure radio systems support for Tactical/Emergency Operations Centers.

Cost Estimate

The total cost to the Towns of Berthoud, Johnstown, Mead and Milliken for the Regional Broadband Needs and Assessment and Feasibility Study project is \$87,150 and includes all work to be completed by Magellan as stated in this proposal.

Magellan will bill \$14,525 in six (6) equal monthly payments.

Magellan will bill on the first day of the month for the current month's services Travel and incidental expenses will be billed as incurred at a not to exceed rate of \$5,000. Invoices are payable on net 30 terms from the date of invoice.

Task/Description	Hours	Cost
1. Community Engagement	85	\$ 17,850
2. Conduct Business Case Needs Assessment (including 4 community profiles)	100	\$ 21,000
3. Conduct Local Broadband and Telecommunications Market Assessment	20	\$ 4,200
4. Implement a Mapping Tool that Provides a GIS-Based Analysis for the Project	60	\$ 12,600
5. Perform a Gap Analysis of the Current Broadband Environment	20	\$ 4,200
6. Assess Each of the Town's Regulatory Environment	20	\$ 4,200
7. Development of Market-Driven Demand Planning Tools	20	\$ 4,200
8. Development of Sound Business Models	40	\$ 8,400
9. Recommendation on Broadband Strategy	50	\$ 10,500
Total for Magellan's Services		\$ 87,150
Travel		\$ 5,000
Total Not-to-Exceed		\$ 92,150

EXHIBIT B

REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS

Consultant shall not:

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

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

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

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

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

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

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



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: May 3, 2021

SUBJECT: Contract Award for 2021 Regional Broadband Needs Assessment and Feasibility Study – Owner’s Representative

ACTION PROPOSED: Consider Approval of an Owner’s Representative for the Broadband Study to Peak View Enterprises

ATTACHMENTS:

1. Town of Johnstown Professional Services Agreement
2. Tim Scott – Resume

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

In April 2020, the registered voters of the Town of Johnstown were asked to consider providing the Town with an exemption of SB 152, which prohibits municipalities from the expenditure of funds for broadband projects. That ballot was approved by roughly a 75 % - 25% margin in support of the exemption.

In FY 2021, funds were appropriated by Council to conduct a study for a Broadband Needs Assessment and Feasibility Study. While developing the RFP, neighboring communities were interested in partnering with on us this study. The study then took more of a regional focus and in February 2021, an Intergovernmental Agreement was entered into between the Towns of Berthoud, Johnstown, Mead, and Milliken to issue a joint RFP for a Regional Broadband Needs Assessment and Feasibility Study. The RFP was issued in February 2021, and the proposals were received and opened in March 2021. Representatives from each of the municipalities reviewed the proposals submitted for consideration. Reference checks were also conducted for the top 2 selected applicants. Based on the review of the applicants, Staff representing each of the 4 entities are unanimously recommending to award the project to Magellan Advisors.

As the group evaluated the response to the RFP, the conversation with the reference checks consistently mentioned the need to “ask the right questions” and “ensure that the project is not being driven based on predetermined outcomes”, but rather what is best for the community and what project type is both financially viable and makes the most sense of having success for the long-term benefits of the community. As the Staff from the four (4) Town’s discussed this aspect it was decided

The Community That Cares

www.TownofJohnstown.com

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

that having an Owner's Representative might be the best outcome to ensure that the interest of the four communities were being represented and the project was being properly evaluated. Staff representatives on several occasions were pointed to Tim Scott, Owner of Peak View Enterprises. Staff has met with him regarding the project, and provided him with a copy of the RFP advertised for a response and the RFP received that is recommended for award this evening. Based on our discussions with Mr. Scott and his expertise in this field, we are confident that he can represent the municipal partners on this project fairly and appropriately. A contract for his services to run concurrently with the Broadband Study is attached for your consideration.

Collectively, the entities have determined it will be efficient to have the Town of Johnstown oversee the contract. As agreed upon in the IGA, each entity will pay their pro rata share based on population percentages. Funds have been appropriated for this project, but they are less than the contract award. This is because of the fact that the scope has grown to a more regional focus. An amendment to the budget appropriating additional funds may be necessary, but those funds that would be appropriated as expenditures would be reimbursed by the other municipalities participating in the project, recognized as revenues, and result in a net zero-dollar difference in the ending fund balance as projected for FY 2021.

LEGAL ADVICE:

The contract used is our standard Professional Services Agreement drafted by the Town Attorney.

FINANCIAL ADVICE:

Funds are allocated in FY 2021 for this project.

RECOMMENDED ACTION: Approve the contract for Professional Services as presented.

SUGGESTED MOTIONS:

For Approval: I move to approve the Town of Johnstown Professional Services Agreement awarding a contract to Peak View Enterprises LLC.

For Denial: I move we deny the Town of Johnstown Professional Services Agreement awarding a contract to Peak View Enterprises, LLC.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2021 (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”) and Peak View Enterprises, LLC, a Colorado Limited Liability Company. (“Consultant”) (collectively, the “Parties”).

WHEREAS, the municipalities of Johnstown, Berthoud, Mead and Milliken jointly issued an Request for Proposals for a Regional Broadband Needs Assessment and Feasibility Study; and

WHEREAS, the municipalities of Johnstown, Berthoud, Mead and Milliken jointly entered into an Intergovernmental Agreement to share the cost of the Regional Broadband Needs Assessment and Feasibility Study for the benefit of the region and the respective communities; and

WHEREAS, the municipalities of Johnstown, Berthoud, Mead and Milliken mutually agreed to the need for an Owner’s Representative to more effectively manage the project to ensure all aspects and potential options related to regional broadband were fairly evaluated; and

WHEREAS, on behalf of the four (4) municipalities, the Town desires to engage the services of Consultant and Consultant wishes to provide those services more fully described on Exhibit A, attached hereto and incorporated herein by reference (“Services”), for the Town; and

WHEREAS, the Parties wish to memorialize their contractual relationship.

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

SECTION 1: PARTIES

1.01 Town. The Town is a home-rule municipal corporation located in Johnstown, Colorado.

1.02 Consultant. Consultant has the background, expertise and education to provide the Services. Consultant is a private, independent business entity who will exercise discretion and judgment of an independent consultant in the performance and exercise of its rights and obligations under this Agreement. Consultant shall use its own judgment and skills in determining the method, means and manner of performing this Agreement. Consultant shall be responsible for the proper performance of this Agreement in accordance with the terms hereof and any and all applicable federal, state, and municipal laws, regulations and orders.

SECTION 2: SERVICES, TERM AND COMPENSATION

2.01 Services. Consultant agrees to perform the Services for the Town.

2.02 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through November 1, 2021, and shall not extend beyond that date absent the written approval of the Town.

2.03 Duties and Compensation. The Consultant's duties and compensation shall be as set forth on Exhibit A. In the event of a conflict between the provisions in this Agreement and Exhibit A, the provisions in this Agreement shall control. Payment for Services shall be provided to Consultant within thirty (30) days of Consultant providing a detailed invoice to the Town reflecting work performed to the date of the invoice.

SECTION 3: OPERATIONS

3.01 Expenses: Except as provided in Exhibit A, Consultant shall not incur any expense or debt on behalf of the Town without the Town's prior written authorization.

3.02 Federal, State, and Municipal Laws and Regulations. Consultant agrees to abide by all applicable federal, state, and municipal laws and regulations and rules.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance. Consultant shall maintain and keep in force during the term of this Agreement one or more policies of liability insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado, which will include protecting and indemnifying the Town in the following amounts:

- a) Comprehensive General Liability - \$1,000,000 combined aggregate; and
- b) Workers Compensation – as required by law.

Consultant shall furnish to the Town appropriate certificates of coverage for such insurance. The Town shall be included as an additional insured on the consultant's liability policy. The insurance may not be canceled without at least fifteen (15) days' advance written notice to the Town. Any required deductible or co-insurance amount shall be paid by the Consultant.

4.02 Damage and Indemnity. Consultant assumes full responsibility for any and all damages caused by Consultant's exercise of its activities under by this Agreement. Consultant agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure to act of Consultant or any invitees, guests, agents, employees or subconsultants of Consultant, whether brought by any of such persons or any other person arising from Consultant's activities as authorized by this Agreement.

SECTION 5: TERMINATION

5.01 Termination. The Town may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Consultant. Notwithstanding the foregoing, if the Town terminates this Agreement for cause and determines that a notice period is not in the best interests of the Town, the Town may terminate this Agreement by providing written notice to Consultant effective immediately. If the Town terminates the Agreement, Consultant shall only be entitled to recover compensation for work completed to the date of the termination.

SECTION 6: INDEPENDENT CONTRACTOR

6.01 Independent Consultant. Consultant understands and agrees that Consultant is an independent consultant and not an employee of the Town. The Town shall not provide benefits of any kind to Consultant. The Town shall not be responsible for withholding any portion of Consultant's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THIS AGREEMENT. As long as there is not a conflict of interest with the Town, Consultant may engage in any other lawful business activities during the term of this Agreement.

SECTION 7: NOTICE

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

TO THE TOWN:
Town of Johnstown
Attn: Town Manager
450 S. Parish Avenue
Johnstown, CO 80534
Email: mlecerf@townofjohnstown.com

TO CONTRACTOR:
Peak View Enterprises, LLC
Attn: Tim Scott
416 Willow Court,
Steamboat Springs, CO 80487
Email: timdubai2000@yahoo.com

The addresses for notices may be changed by written notice given to the other Party in the manner provided above. Notice may also be sent via e-mail delivery and shall be effective upon confirmation of receipt of the email.

SECTION 8: MISCELLANEOUS

8.01 Time. Time is of the essence of this Agreement and of each covenant hereof.

8.02 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.

8.03 Illegal Aliens. Consultant shall comply with the statutory provisions prohibiting employment of illegal aliens, as set forth on Exhibit B, attached hereto and incorporated herein by such reference.

8.04 Assignment; Third Party Rights. Consultant may not assign, delegate or subcontract any part of its rights, duties or obligations under this Agreement. The Parties do not intend to confer any benefit hereunder on any person or entity other than the Parties hereto.

8.05 Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

8.06 Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court authoritatively determines that the relationship between the Town and Consultant is one of employment rather than independent consultant, this Agreement shall become null and void in its entirety.

8.07 Waiver. No consent or waiver, express or implied, by a Party to or of any breach or default by the other Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the non-defaulting Party. Failure on the part of any Party to complain of any act or failure to act or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

8.08 Governmental Immunity. 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.

8.09 Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.

8.10 Mediation. In the event of any dispute arising under this Agreement, the Parties shall submit the matter to mediation prior to commencing legal action and shall equally share the cost of the mediation.

8.11 Costs and Attorney's Fees. If any judicial proceedings may hereafter be brought to enforce any of the provisions of this Agreement, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

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

8.13 Public Official Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town.

8.14 No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. 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. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and 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.

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

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Matthew S. LeCerf, Town Manager

PEAK VIEW ENTERPRISES, LLC

By: _____
Name: Tim Scott
President/Owner

STATE OF COLORADO)) ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2021, by
Tim Scott as the President/Owner of Peak View Enterprises, LLC

WITNESS my hand and official seal.

My commission expires:_____

Notary Public

EXHIBIT A

SCOPE: Consultant will act as the Owner's Representative for the Towns of Berthoud, Johnstown, Mead, and Milliken in completion of the elements related to the Needs Assessment and Financial Feasibility Study for the Broadband Study. The Consultant will guide the process, keeping the Town aware of decisions, recommendations, and providing the Town with a better understand of options and overall project scopes that ensure a comprehensive review of the opportunity for a broadband system that meets the needs of the four (4) Towns. The RFP awarded is provided to indicate the scope that the Consultant shall oversee.

FEE: \$5,000 per month from May 2021 – October 2021 to complete the project study.

TOWN OF BERTHOUD
TOWN OF JOHNSTOWN
TOWN OF MEAD
TOWN OF MILLIKEN



2021 Regional Broadband Needs Assessment and Feasibility Study

Prepared for:
Town of Johnstown, Town Manager's
Office
450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
<https://johnstown.colorado.gov>



Prepared by:
John Honker
Magellan Advisors
jhonker@magellan-advisors.com
786-208-8952
www.magellan-advisors.com



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Cover Letter

March 23, 2021

Towns of Berthoud, Johnstown, Mead, and Milliken

To Whom this May Concern:

Magellan Advisors is pleased to submit our response to the Towns of Berthoud, Johnstown, Mead, and Milliken. We work exclusively with municipalities, regional entities and municipal utilities to develop strategic plans to design fiber networks that support the growing needs of their internal departments and external community organizations. We design these networks with the latest technologies and best practices that we've gained through our extensive work with municipalities across the US. Our studies are action plans that communities utilize to create networks and build reliable, resilient, affordable broadband access for their anchors, businesses and citizens.

Over our 16 years in business, we've worked with over 400 municipalities, with over 1 million miles of municipal fiber designed and 50 municipal fiber networks built and active today. This experience has shaped the way we serve our clients' needs. It's led us to develop a consultative and collaborative approach to municipal fiber design, ensuring your departments are engaged, rights of way are carefully utilized, and the community as a whole is protected when the network is constructed.

Magellan's team has worked with Colorado communities since our inception. Through our work with the City of Loveland, Fort Collins and Boulder, we have a good understanding of the local environment, geography, construction costs, and road systems. We are also well versed in the



new requirements of Senate Bill 167 and how it applies to municipal fiber engineering and construction. We have deep experience in planning and applying for permits with local, county, Colorado Department of Transportation, and Burlington Northern Railway and Regional Transportation District. All of this local expertise will give you a partner that is well-versed in

the area to develop the most effective fiber design for the Towns.

We are a Denver-based firm with extensive fiber planning, engineering and construction experience on the Front Range. Our recent experience includes:

City	Project
City of Boulder, CO	65-Mile Fiber Backbone Covering 200 City Sites - Engineering Design, Fielding, Construction Prints - Construction Management, Inspections, Close-Out
City of Centennial, CO	- Planned and designs 55-Mile Fiber Backbone Covering 50 City Sites High-Level Design & Cost Estimates
City of Golden, CO	20-Mile Fiber Backbone Covering 50 City Sites - High-Level Design, Costing, Construction Phasing
City of Loveland, CO	70-Mile Fiber Backbone, High-Level Design - High-Level Design, Costing, Construction Phasing
City of Hillsboro, OR	80-Mile Fiber Backbone - Engineering Design, Fielding, Construction Prints - Construction Management, Inspections, Close-Out

When you select Magellan, you work with a partner that understands the needs, priorities and constraints of municipal broadband planning and has actual experience planning and building fiber networks in the municipal environment. Our success is based on the large number of cities that now own these innovative networks and whose communities are reaping the rewards. We look forward to becoming your trusted broadband partner and helping you make this network a reality for your community.

If you have any questions or we can be of assistance in any way, please feel free to contact me with any questions or comments. You can reach me directly at 786-208-8952 or Jhonker@magellan-advisors.com.

Sincerely,



John Honker, President & CEO, Magellan Advisors

Company Qualifications

ABOUT MAGELLAN ADVISORS

Magellan Advisors, LLC is a Denver-based firm with local offices in Miami, Los Angeles, and Kansas City. Magellan's primary address is 999 18th Street, Suite 3000 Denver, CO 80202. Magellan's web address is www.magellan-advisors.com. Magellan Advisors, LLC was founded in January of 2004 and has been in operation as a Limited Liability Company since inception. Our Federal EIN is 65-1218484. Magellan maintains a staff of 40 full and part time employees. Magellan's office number is 888-960-5299. The contact for this contract is President & CEO John Honker 786-208-8952, Jhonker@magellan-advisors.com. Magellan Broadband Solutions is a division of Magellan Advisors, LLC.

Magellan provides leading wireless, broadband, Smart City, turnkey design and engineering, and project and construction management to public and private organizations. We are a full spectrum planning and implementation firm that brings together technology, communications and utility consulting to create smart gigabit cities of tomorrow.

Our professionals bring years of experience from the broadband, telecom, information technology and government sectors. We are thought leaders and real-world implementers of broadband and smart city networks that keep communities competitive in the digital world.

Unlike most consulting firms, we partner with our clients every step of the way, whether they are deploying institutional fiber networks, developing broadband public-private partnerships or deploying Smart City networks. We are a "hands-on" firm with strong project management abilities and implementation skills to see our clients' projects through from concept to completion.

We are only successful when our clients are successful. Our goal is to deliver practical broadband and technology solutions that our clients are capable of implementing in their communities. Our combination of unmatched broadband, telecom, business and operational experience creates actionable strategies that communities use to realize their broadband and Smart City objectives. We have led the planning, funding, construction and management of over 50 fiber-to-the-premise networks passing over 1 million homes and connecting more than 1,000 schools, hospitals, government offices and community organizations. Our work has resulted in over \$1 billion in new broadband investments nationwide. Magellan has helped more communities successfully plan, implement and manage gigabit broadband networks than any other firm in the market.

OUR TURNKEY FIBER & WIRELESS SOLUTIONS



Broadband Planning

Fiber master plans, business plans and implementation roadmaps that give you real-world guidance and results you can count on when deploying fiber and broadband.

[Learn more →](#)



Feasibility Studies

Honest, unbiased and independent advice from the firm that has more experience implementing fiber and broadband networks.

[Learn more →](#)



Grants & Funding

Funding strategy, grant writing and compliance for all major federal and state fiber and broadband grant programs.

[Learn more →](#)



Design Engineering

Cutting edge fiber and broadband engineering to connect more sites, more devices and more customers at the speed of light.

[Learn more →](#)



Turnkey Implementation

A single, trusted partner to manage your entire network implementation, with over 50 fiber and broadband deployed networks across the US.

[Learn more →](#)



Construction Management

We manage the entire construction process to ensure your fiber and broadband networks are built to specification and your construction standards are followed, while minimizing impact to the community.

[Learn more →](#)



Network Management

We take the heavy lift out of managing fiber and broadband networks by providing centralized resources to provide monitoring, tech support and emergency repairs.

[Learn more →](#)



Retail ISP Services

LightSpeed, powered by Magellan Advisors serves your community with fast, reliable and affordable internet services, built on a culture of delivering superior service.

[Learn more →](#)

Some of our clients

		FEASIBILITY STUDY	FIBER MASTER PLAN	BROADBAND BUSINESS PLAN	GRANT DEVELOPMENT	BROADBAND POLICY	ENGINEERING DESIGN	PERMITTING	PROCUREMENT	CONSTRUCTION MANAGEMENT	CONSTRUCTION INSPECTIONS	STARTUP & LAUNCH	OPERATIONS & MANAGEMENT	SALES & MARKETING	BROADBAND EXPANSION
CUSTOMER	STATE	BROADBAND PLANNING				ENGINEERING			TURNKEY IMPLEMENTATION						
City of Manhattan Beach	CA	•					•								
City of Mission Viejo	CA	•					•								
City of Ventura	CA	•					•								
City of Oxnard	CA	•					•								
City of La Mesa	CA	•					•								
City of Santa Clarita	CA	•					•								
City of Chula Vista	CA	•					•								
City of Hayward	CA	•					•								
City of Concord	CA	•					•								
City of Alameda	CA	•					•								
City of Inglewood	CA	•					•								
City of San Leandro	CA	•					•								
City of Davis	CA	•					•								
City of Woodland	CA	•					•								
City of Carlsbad	CA			•		•									
City of Winters	CA	•					•								
City of West Sacramento	CA	•					•								
City of Lodi	CA	•			•		•								
City of Stockton	CA					•									
City of Sacramento	CA					•									
City of Santa Ana	CA	•					•								
City of Fairfield	CA	•					•								
City of Glendale	CA	•					•								
City of West Hollywood	CA		•	•		•									
City of Golden	CO	•	•				•								
City of Yuma	CO	•	•		•		•								
City of Wray	CO	•	•		•		•								
City of Fort Morgan	CO	•			•		•								
City of Boulder	CO	•	•				•	•	•	•		•			
City of Centennial	CO		•		•		•								
City of Loveland	CO	•			•		•								
City of Fort Collins	CO	•			•		•								
City of Salem	OR	•													
City of Hillsboro	OR						•	•	•	•	•				
City of Walla Walla	WA	•			•		•								

References

FIBER DESIGN & CONSTRUCTION REFERENCE: CITY OF BOULDER, CO



CONTACT

Steve Catanach
Director of Utilities
P: 303.441.3274
E: catanachs@bouldercolorado.gov

"The city's vision is to provide a world-class community telecommunications infrastructure to Boulder for the 21st Century and beyond. Broadband connectivity is a critical infrastructure service for quality of modern life, as is the case with roads, water, sewer and electricity."

CHALLENGE

The City of Boulder, CO is an innovative city with many diverse needs for connectivity, from traffic signalization to public housing, to smart utilities to next-generation broadband. The City needed a comprehensive engineering design for a citywide fiber backbone to expand on the City's original fiber network that was installed nearly 15 years ago. The City's objectives were to build this new network to meet the needs of the City and community over the next 10-15 years, with special focus on how building the fiber backbone could create a foundation for residential fiber to the home broadband services. The City needed an engineering partner with specific experience in municipal fiber and broadband services and in 2019, Magellan was retained to develop the design.

MAGELLAN'S SOLUTION

In 2019, Magellan first conducted a comprehensive review of departmental needs within the City, including transportation, public works, public housing, police and fire, utilities, information technology and open space mountain parks. Through this assessment, over 200 new City-owned sites were identified to be connected to fiber. Magellan developed the full engineering design package and optimized the fiber backbone to support fiber to the home distribution, to support broadband programs that the City would consider in the future. Our unique design lowered the bar for deployment of new fiber to the home by reducing the cost to build this infrastructure. We also found miles of unused City conduit during the design process, which we integrated into the final engineering design, saving the City approximately \$1 million in new construction. We provided detailed fielding, utility assessment, permitting, make-ready, prints, costing and as-builts for each phase of construction. To enable seamless deployment of the network, the City also selected Magellan to manage construction, given our deep experience constructing municipal fiber and our collaborative approach with the City's internal departments.

OUR CLIENT'S SUCCESS

Today, the first two phases of construction are complete. Over the next 24 months, Magellan will manage the construction of the remaining 50 miles of fiber, connect 114 traffic signals, 23 public housing sites, 2 data centers, 7 towers and 25 other city facilities. Over this time, it will lead to significantly improved capabilities for the City's departments and a new fiber resource to support future broadband applications for residents and businesses.

FIBER DESIGN & CONSTRUCTION REFERENCE: CITY OF CENTENNIAL, CO



CONTACT

Eric Eddy
Assistant to the City Manager
P: 303.754.3334
E: eeddy@centennialco.gov

"Council's goal with the Fiber Master Plan was to provide an opportunity to increase competition by completing a fiber backbone that could deliver superior and competitive choices and services for consumers. Through partnerships with the private sector, our residents and existing and future businesses will enjoy faster internet services and possibly lower prices"

-Ken Lucas, Centennial City Council

CHALLENGE

The City of Centennial, Colorado is a rapidly growing community on Colorado's Front Range. With this growth came new broadband connectivity needs for internal departments and external stakeholders, including transportation, public safety and education. The City also saw opportunities to drive new economic development opportunities by ensuring its business corridors were equipped with fiber infrastructure. The City believed a municipal fiber backbone would help drive broadband innovation and needed to find an engineering partner with deep experience planning citywide fiber networks.

MAGELLAN'S SOLUTION

In 2017, the City retained Magellan Advisors to develop a high-level design and fiber master plan for the backbone. Magellan approached the project from the ground up, seeking input from internal departments, two school districts, local libraries, two regional public safety organizations and the local business community. Upon identifying the needs of these organizations, Magellan developed a citywide fiber backbone that connected all organizations to a new underground, high-capacity fiber network with multiple layers of redundancy and connections to key data centers around Centennial. Magellan provided a full assessment and optimization of routes, network construction phasing and cost estimates for the network. In late 2017, Magellan presented the findings to the City's Fiber Steering Committee and City Council, who both adopted the plan and design and authorized construction of the network.

OUR CLIENT'S SUCCESS

The City completed construction on its 50-mile, 432 strand fiber backbone in December 2018 and has attracted three new internet service providers to Centennial, driving competition and creating additional choice for residents and businesses. Today, Ting Internet, United Private Networks and Avata networks lease fiber from the City to supply broadband services to homes, businesses and community organizations. Ting launched its fiber to the home service in 2019 and provides gigabit internet services to homes and businesses. The City also provides fiber to the Cherry Creek School District and Intermountain Electric.

FIBER DESIGN & CONSTRUCTION REFERENCE: CITY OF HILLSBORO, OR



CONTACT

Greg Mont
Information Services Director
P: 503.681.5401
E: greg.mont@hillsboro-oregon.gov

"The partnership between the City and HSD is all about what's best for our community. We have a long history of working together to best serve our students and families, and this is another opportunity for us to do the right thing and make our schools and our community stronger."

-Mike Scott, Hillsboro Schools District Superintendent

CHALLENGE

The City of Hillsboro and Hillsboro School District envisioned a joint partnership for a community owned fiber network to support schools' connectivity needs and enable a platform for world-class broadband. In 2017, the City and School district signed an agreement to co-build the network. The next step was to identify a partner that understood municipal fiber projects and could manage the complex engineering process at hand, creating two networks from one.

MAGELLAN'S SOLUTION

The City of Hillsboro hired Magellan in 2017 to develop a citywide fiber backbone and fiber to the home broadband network. Magellan approached the design by working with School District staff to determine their most important needs – high bandwidth, reliability and redundancy across all schools. Through the planning process, Magellan designed a highly redundant, multi-ring fiber backbone to connect 34 schools with dark fiber.

Concurrently, Magellan engineered an optimal fiber to the home architecture using the backbone network as a launchpad for broadband. Our design furnished the City with a blueprint for broadband across 44,000 homes and businesses. We provided detailed fielding, utility assessment, permitting, make-ready, prints, costing and as-builts for each phase of construction. The design delivers 1 and 10 gigabit capabilities natively in the network. To enable seamless deployment of the network, the City also selected Magellan to manage construction, given our deep experience constructing municipal fiber and our collaborative approach with the City's internal departments.

OUR CLIENT'S SUCCESS

Today, 34 schools are connected to the network, providing nearly unlimited bandwidth to support their current and future needs, while reducing its operating budgets by \$200,000 annually. The fiber backbone and the first phase of fiber to the home construction have been completed to enable the City to launch its gigabit internet services to the first homes in Hillsboro.

FIBER MASTER PLAN, FUNDING & REFERENCE: SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, CA



CONTACT

Jacki Bacharach
Executive Director
P: 310.293.2612
E: Jacki@southbaycities.org

"Magellan has continuously devoted its time, energy and most importantly, its expertise and ingenuity to keep our fiber project moving forward – no matter how many obstacles we and our cities have put in the way."

– Jacki Bacharach, Executive Director - SBCCOG

CHALLENGE

Magellan Advisors was initially retained by the South Bay Cities Council of Governments (SBCCOG) to complete a Fiber Master Plan for 15 cities in the South Bay Region of Los Angeles, CA. The Fiber Master Plan Study was funded by the South Bay Workforce Investment Board through a workforce development grant. The study assessed the current state of workforce development and job retention in the region through focus group discussions with cities, businesses and anchor institutions.

MAGELLAN'S SOLUTION

Following the Master Plan, Magellan developed and issued a Request for Proposals (RFP) for a construction and services contract to connect all cities and provide gigabit broadband at discounted prices. Magellan also assisted with securing funding from LA Metro including \$4 million in grants and continues to assist with project management as construction is underway. The South Bay Fiber Network (SBN) lays the foundation for a regional network to provide competitive broadband support economic development, enhance workforce development and encourage job retention.

OUR CLIENT'S SUCCESS

Jacki Bacharach, Executive Director of SBCCOG, was eager to point out the benefits the network will bring to the region and its communities. Some of these benefits include reducing telecommunications spending, providing a platform for smart transportation and delivering access to world class broadband for 15 cities connected to the network. She noted that the technical expertise, design and construction management services provided by Magellan Advisors were imperative to the success of the network.

Bios

YOUR DEDICATED PROJECT TEAM



John Honker

Project Executive: Strategy & Fulfillment

John specializes in municipal fiber projects across the US. He has managed the engineering, construction and full implementation of fiber networks in 12 cities. He led the City of Boulder engineering design for 65-miles of new fiber across the City. He also led the design of the City of Centennial's network and development of their fiber master plan. John led design engineering and construction management for the City of Hillsboro fiber backbone network in Oregon. The fiber backbone was recently completed and now connects 34 Hillsboro City Schools with a fully redundant fiber network. John has also managed fiber planning and engineering and construction projects for the cities of Boulder, CO, Fort Collins, CO, Loveland, CO and Golden, CO.



Ashley Poling

Project Manager

Ashley has been a member of the Magellan Advisors team since 2014, serving in various roles including business development, marketing, project support, strategy and project management. She has been integral in supporting Magellan to source business through leading the company's request for proposal and proposal process. Ashley now supports the Executive Team in project management, client engagement and deliverable development. She has participated in over 50 broadband planning projects for local government and public utility clients. She leads stakeholder outreach sessions, develops needs analyses and state of broadband profiles for clients, assists in grant funding research and writing and leads clients in developing marketing programs for successful network launches. Ashley has a BA degree in Education with a minor in Political Science from Ohio Wesleyan University.



David Brevitz C.F.A.

Policy and Regulatory

David has decades of experience in the telecommunications industry from an extensive array of telecommunications engagements in the U.S. and internationally. This experience provides depth and capability in the subjects of broadband trends and planning, market analysis and surveillance, telecommunications stakeholder engagement, wireless and

wireless broadband trends and developments, industry financial reporting and analysis, telecommunications company operations, back office systems and business plans, interconnection and unbundled network element pricing, telecommunications service costing and universal service goals and objectives. David earned his M.B.A. C.F.A Certified Financial Analyst from in Finance, Michigan State University.



Jessica Zufolo

Vice President of Rural Broadband Strategy

Jessica joins Magellan after serving in various senior leadership roles throughout federal government and non-profit sectors for over 20 years. Prior to joining Magellan, Jessica served for over five years as the Senior Advisor for Strategic Partnerships for the Lifeline Division at the Universal Service Administrative Company (USAC) where she managed all state, federal and tribal engagements that led to the establishment of the Lifeline National Eligibility Verifier. Prior to her tenure at USAC, Jessica was appointed by former President Barack Obama to serve as the Deputy Administrator for the Rural Utilities Service (RUS) at the U.S. Department of Agriculture (USDA) where she helped oversee a \$65 billion federal loan and grant portfolio that finances water systems, telecommunications and broadband networks, precision agriculture, electric utility, smart grid and renewable energy projects in rural and tribal communities. Jessica also served as the Legislative Director for the National Association of Regulatory Utility Commissioners (NARUC) where she was responsible for developing legislative strategy for all 50 state public service commissions involving telecommunications, technology, consumer protection and water. Early in her distinguished career, Jessica worked on Capitol Hill for eight years overseeing telecommunications and energy policy for the late New York Senator Daniel Patrick Moynihan, Senator Charles E. Schumer of New York and Representative Peter A. Defazio of Oregon. Jessica earned her MBA with Honors from the University of North Carolina at Chapel Hill and a BA in military history and political science from the University of Colorado in Boulder.



Al Kamuda

Design Team Lead

Al Kamuda is a seasoned telecommunications and GIS professional with over 20 years' experience in telecommunications engineering, mapping, design and outside plant construction. Prior to joining Magellan, Al was the Senior Design Manager for the Central Florida region at Spectrum (Charter Communications), where analyses he led the planning, project management and implementation of outside plant design for various company growth projects including residential, commercial, cellular backhaul and metro WIFI. His extensive

experience with the telecommunications industry, CAD platforms and geospatial expertise along with his strategic forward thinking provides an extremely diverse skill set that allows him the valuable insight needed to understand the client's objectives in all aspects of telecommunications construction and design processes.



Matthew Southwell

Network Design and Mapping

Matthew Southwell has over 15 years in the telecommunications field. Matthew's career began as a U.S. Army Sergeant where he worked on tactical communication systems, Sat-Com radio systems, and deploying weekly COMSEC key changes OTAR (Over the Air Rekeying) with newly deployed radio systems during two Operation Enduring Freedom deployments. Matthew's private sector work includes work with a Motorola radio distributor and contractor where he supported many Federal, State, and local County entities to include: Department of Homeland Security, Immigration and Customs Enforcement, Drug Enforcement Administration, Florida Highway Patrol, Greater Orlando Airport Authority, Orange County Sheriff's Office, and the Lake County Sheriff's Office. Matthew joined Magellan Advisors in 2016 as a telecommunication analyst where he has contributed his knowledge and technical expertise to over 65 broadband projects. Matthew's current role within Magellan includes analysis of client GIS data and mapping, creating conceptual network designs and costing estimates for future fiber builds. Matthew is a Certified Fiber to the Home Professional (CFHP) and holds a Business Management Degree with High Honors from Keiser University in Orlando, FL.

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(Resumes included in Appendix A)

Scope of Work

1. COMMUNITY ENGAGEMENT

a. Development of the Community Engagement Plan:

We will work with the Towns to review all data and past community engagement to develop an outreach plan with the Towns. We will determine any additional outreach we believe is necessary to get a complete picture of the broadband environment, and to accomplish the Towns' goals of Inclusivity, High Speed, Reliability, Reasonable Cost, Future Proofed, Economic Growth, Investment, Competition and Quality of Life.

We propose to hold a broadband education workshop specifically for the client team and local stakeholders. This will allow Magellan to provide tangible examples of communities that have developed broadband strategies, benefits, obstacles and results. This education process will be geared to stimulating ideas, identifying applications and charting benefits for the community that will be incorporated into the planning process. Additionally, it will allow the client team and stakeholders to understand real-world examples of how broadband networks are planned, emerge and evolve over time. We believe that the more information the representatives are equipped with, the more successful it will be in the education process with the general community.

Educating the local stakeholders on the importance of broadband will be key to overall community support for the project. We propose to hold workshops to illustrate the benefits, short-term and long-term. We will utilize case studies and economic factors to help local businesses, residents and anchors understand how advanced broadband can make them more efficient and productive, while enabling them to compete globally. The education seminars will act to inform and rally stakeholder groups around the project. In addition, Magellan suggests that this information be made publicly available on the Towns' websites in support of the project along with project contact information. Keeping stakeholders engaged will help ensure overall effectiveness of the outreach process. We will also work with you to determine long-term education and engagement strategies to carry the message forward beyond the initial planning project.

b. Support community discussion and document:

During stakeholder engagement and through our community survey process, Magellan will determine the current broadband environment in the Towns by understanding what residents and business utilize today. We will seek to understand the current services that they use, what they pay and what they desire in their internet services. Magellan will answer the following questions for the Towns to help educate City leaders on the State of Broadband in the Towns:

1. What services are available to residents and businesses?
2. How many providers do residents and businesses have access to in Waterloo?
3. Is there a digital divide in the region and to what degree?
4. Where are the territories of each provider and do they compete?
5. What do residents and business pay today?
6. What speeds do residents and businesses receive today?
7. Are residents and businesses getting what they pay for?
8. What market share does each provider hold today?
9. What prices, speeds and services are most demanded by residents and businesses?

10. Do the Towns' residents and businesses have a desire for increased broadband services?

11. What is the view of the residents and businesses on the role that municipal government should take in providing broadband service?

Magellan will conduct residential and business surveys of the four Towns.

c. Proposal must clearly define their stakeholder evaluation process including their recommended participant level in order to reach statistically reliable results.

We propose to conduct comprehensive outreach to develop the broadband needs assessment, tailored specifically to each Towns' goals in the Regional Broadband Needs and Feasibility Assessment. The outreach will potentially include:

Community Anchor Interviews

We will hold interviews with each community anchor in each Town to gain an understanding of their current and future broadband and technology needs. The format for these may be one-on-one in some cases or group in other cases depending on the size of each community anchor and importance to the project. We will work with each Towns' team to identify community anchors across education, healthcare, municipal, public safety, state, regional and other organizations.

Enterprise Business Interviews

For large businesses in each Town, we propose to hold one-on-one interviews to understand their current and future broadband and technology needs. We find that individual interviews work best for large businesses because they are able to share more information with us one-on-one versus a group setting. Large business interviews are important to identify key business anchors that may utilize the Towns' network.

Small & Medium Business Interviews

For small and medium businesses in each Town, we propose to hold focus groups to understand their current and future business and technology needs. We find that these can often times be coordinated through local economic development personnel or the local chamber of commerce. Focus groups containing 10-20 businesses each provide valuable information that we will utilize to plan broadband strategies for each Town.

Residents

For residents, we will work with you to determine the best format for engagement. We would suggest one or two "Town Hall" meetings coupled with any additional online and paper survey tools to support any data the City may have already collected. The overarching goal of meeting with residents, is not a FTTH deployment or project, but learning about the breadth of the digital divide in Fort Lauderdale to devise digital inclusion strategies to support those that suffer from it.

This information will determine the community's need for additional broadband services and help each Town understand how its network may be used to achieve the long-term needs of its stakeholders. It will also provide an understanding of the potential customers available to the Towns, which will determine the services each Town will need to provide and for what rates.

2. CONDUCT BUSINESS CASE NEEDS ASSESSMENT

Magellan will conduct a needs assessment based on information gathered during stakeholder outreach from task 1 above and from our customized online survey. The community market survey will be dispersed to citizens, businesses and anchors in each of the Towns. Through our survey tool we will provide speed testing tools so that residents, community anchors and businesses can report ACTUAL SPEEDS and experiences, versus what is advertised on providers' websites. Our surveys are used routinely throughout our broadband planning projects and provide our clients with a realistic view of how broadband is being delivered, levels of customer satisfaction and the community's willingness to receive broadband from a municipal provider. For example, Magellan conducted a Citywide survey of the City of Loveland, CO. We received 987 valid residential responses (online and paper), which resulted in a 95% confidence interval with a 5% margin of error. For businesses, we supplemented our online surveys with a telephone calling campaign which increased our confidence interval from 86% to 94%. We'll work with each of your Town's teams to identify the right channels for survey distribution, which may include social media, Town websites and utility email lists. We will also help you ensure that the questions asked are neutral and do not draw "forgone conclusions" about broadband. Our goal is to give you a true estimate of demand for broadband in each of your communities.

We understand that the Towns would like an assessment of each Town, in the event that one or more Towns decide not to move forward past this study. We propose to create community profiles that examine the needs of each Town, current infrastructure, and identify demand for broadband in each community.

3. CONDUCT LOCAL BROADBAND AND TELECOMMUNICATIONS MARKET ASSESSMENT

Magellan will perform a detailed market assessment to identify the current state of broadband quality and coverage. Magellan will work with each Town to determine the current broadband environment, including updated maps of broadband availability, speeds and providers. The market assessment will determine the services that are available, providers, service level, pricing, and access. We will document all publicly owned and privately owned networks in the communities and build a comprehensive GIS-based broadband map to illustrate how each Town is served by broadband and what providers currently serve the market.

We will include details on all download and upload capacity and inventory on all physical transport. We will provide you with a graphical and visual representation of the current market, based on the survey and data collected for the market. This graphical representation will give you unique and valuable data on the actual broadband market in the area that will allow each Town's broadband leadership to understand the following aspects:

- Actual speeds that residents, anchors and businesses are receiving;
- Actual pricing that residents, anchors and businesses pay for services;
- Territories for providers operating in each community;
- Customer satisfaction levels with broadband providers;
- Key issues that impact customers across the Town; and
- Identify underserved and unserved areas.

Magellan will build an inventory of all community anchor, business, residential, and wholesale costs across each Town to help understand how they compare to the other peers. It will also

enable the Town to better understand the costs necessary in a community broadband network. The data and information from the market analysis will also be included in the Town Community Profiles.

The following step will be to analyze the current market and its propensity for additional broadband services. This market assessment will include businesses, schools, hospitals, clinics/doctors' offices, and other community organizations determined in the analysis. We will incorporate the current network into the comprehensive broadband map, which will allow us to begin building layers of potential customer locations on top of the current infrastructure. Layers will include businesses, schools, hospitals, clinics, government organizations, community support organizations, and others to be determined.

Based on information collected from the market assessment, we will identify the opportunities for each Town to consider a variety of options for developing a community broadband network. This analysis should build on each Town's current fiber/conduit infrastructure, other potential partners and new infrastructure that would create a network to support the greater Towns' community. Magellan will lay out the strengths, weaknesses, opportunities, and threats of the current broadband environment for the Towns to better understand the broadband market. There are many inputs to the overall feasibility and sustainability of community broadband networks and Magellan will work with each Town's teams to determine the drivers in the region that would support such a network in your Town.

4. IMPLEMENT A MAPPING TOOL THAT PROVIDES A GIS-BASED ANALYSIS FOR THE PROJECT

Magellan's technical team has in-depth experience with GIS-based mapping, inventory, analysis and reporting on broadband projects. For each of our broadband planning clients, we have implemented comprehensive GIS-based studies of service areas, including:

- Broadband inventory and analysis;
- Broadband penetration and availability;
- Broadband market data;
- Broadband service area boundaries; and
- Broadband infrastructure overlaps and overbuild information.

Magellan's GIS services will enable each Town to accurately collect, track, analyze and report on key broadband infrastructure assets throughout each of the Towns. At the project kick-off meeting, Magellan will provide the Towns with an initial data request in order to gather the necessary data to begin this process. We propose to first build a geo-correct layer for each Town's conduit and fiber, identifying placed conduit, type, size, status (occupied/vacant) and related information. A second layer will incorporate all outside plant structures owned by each Town, including vaults, handholes, manholes, pedestals, poles, transitions and related information. From these layers, we will proceed to identify all fiber-optic assets placed by each Town and document type of fiber cable, strand count, splice points, splice cases, snowshoes, terminations and related information.

5. PERFORM A GAP ANALYSIS OF THE CURRENT BROADBAND ENVIRONMENT

Based on the market analysis and information gained through the stakeholder outreach, Magellan will develop a gap analysis that identifies the key broadband issues in each Town, for residents, businesses and community anchors. Magellan will assess each communities' benefits and risks through improved and more efficient Town services.

We will identify the issues that each Town faces, focusing on:

- Available infrastructure Access
- Affordability
- Reliability
- Bandwidth Symmetry
- Redundancy
- Inclusivity

The gaps and issues identified for each Town will also be included in the Towns' Community Profiles.

6. ASSESS EACH OF THE TOWN'S REGULATORY ENVIRONMENT

Magellan will provide a regulatory analysis of the broadband environment for Colorado municipalities and municipal utilities considering deploying broadband. It will define the requirements under a range of different business models, including wholesale, retail and partnership. It will analyze FCC, State and federal law enforcement and other statutory requirements that each Town should be aware of and the potential risks and mitigation strategies that each Town can consider in the evaluation of broadband. Magellan has worked with a number of clients in Colorado and we are well versed in the new requirements of Senate Bill 167 and how it applies to municipal fiber engineering and construction. We have deep experience in planning and applying for permits with local, county, Colorado Department of Transportation, and Burlington Northern Railway and Regional Transportation District. All of this local expertise will give you a partner that is well-versed in the area to develop the most effective fiber design for the Towns.

7. DEVELOPMENT OF MARKET-DRIVEN DEMAND PLANNING TOOLS

Magellan will develop a GIS-based demand-planning tool that will enable the Town's to measure the potential opportunity for broadband demand across the region and each town. The tool will be linked directly into survey data to not only provide the physical locations of potential customers across the towns but also the data behind those customers, including demographics, propensity to buy services, current services, upload and download speeds, satisfaction with current services, and related information.

Magellan has implemented these tools with many municipalities, and we find that they provide detailed insight into the need for broadband within communities. They help municipalities plan for demand centers where services are required and prioritize within the communities. Magellan has implemented these tools with Colorado municipalities including the City of Loveland, and nationwide to measure demand and plan new network infrastructure to serve the needs of end users. All GIS information will be available to the Towns through our online GIS tools that the Towns can view in real-time.

8. DEVELOPMENT OF SOUND BUSINESS MODELS

Magellan will assist the Towns in evaluating various business models each Town should consider for their project, identifying the pros and cons for the Towns and its community. In this analysis, we propose reviewing various models, some of which include:

- | Public Policy Only
- | Infrastructure only (dark fiber, conduit, towers)
- | Open-access (dark and lit fiber, wireless)
- | Business retail provider
- | Residential retail provider
- | Public-private partnership options

Some of the key questions that we will address individually with each Town in this section include:

- | Should the Towns provide services directly or through partnership with broadband providers?
- | Will a Towns' broadband utility be sustainable if the Towns provides services directly?
- | What types of Internet services would the Towns provide and at what costs?
- | Would open-access create a sustainable business model for the Towns?
- | Should the Towns expand services to more public organizations and if so, to what extent?
- | How will joint investment in broadband infrastructure be accomplished between the Towns and private sector organizations in proposed partnerships?
- | What legal and operational structures should be considered by the Towns and private sector organizations in use of the Towns' broadband infrastructure?
- | How will the Towns balance private sector goals of revenue growth and profitability with public goals of providing affordable and available broadband services across the Town?
- | How will future system expansion be handled between the Towns and private sector providers and what contributions will the parties make to this infrastructure?
- | How will the Towns maintain neutrality and open interconnection policies with private sector providers, promoting a competitive environment that benefits the Towns' broadband user base?

Financial Planning for Each Business Model

Magellan proposes using our Broadband Financial Sustainability Model to ensure that the Towns have a full understanding of the business and financial sustainability of various broadband business models. Using these tools will allow the Towns to evaluate different business models and make informed decisions on which are most adequate for the Towns and their communities – including environments that require no funding.

Our models are widely used tools to model feasibility and financial performance for over 50 municipal broadband providers. Magellan's financial modeling tools have been utilized to plan and manage broadband network investments for over \$1 billion of broadband investments in the US.

Using our financial tools, we suggest using the following process to conduct the business model analysis and make recommendations. We would propose using a 20-year period to analyze business

models:

1. Develop the cost model for the network, including one-time and ongoing capital expenditures to build the network.
2. Develop the cost model for operations, including O&M, network operations, field services, staffing, billing and customer service.
3. From the market analysis and outreach, determine the customer segmentation and growth on the network, across each type of customer (business, school, hospital, etc.).
4. Determine customer growth rates for the network, based on benchmarking analysis from other utility and municipal providers.
5. Determine a proposed competitive rate schedule for potential services, using pricing information from the market analysis and benchmarking information.
6. Develop financial statements, pro-formas, depreciation schedules, and cash flows.
7. Conduct comprehensive financial analysis on the project to determine overall financial sustainability using key metrics such as free cash flow, debt service coverage, operating margin, and net income.
8. Use scenario analysis to evaluate different business models and determine which are feasible for the Towns to consider.
9. Recommend the most feasible business model based on overall business and financial sustainability, community benefit, and long-term value to the Towns. This model will be designed to generate revenue for the Towns for a self-sustained broadband maintenance and development program. Our pro formas will indicate the cost of resources both internally and externally, as estimated based on previous similar engagements.

We will provide comprehensive pro formas based on a detailed set of assumptions and forecasts to project financial outcomes for each individual Town's options. We will provide a dynamic model with over 140 assumptions that can be varied to determine the impact to financial performance. From these 140 assumptions, we provide you with the 10-20 most sensitive variables in the model that when altered, significantly impact financial performance. Output from the model is expected to include, but not limited to:

- | Assumptions and documentation
- | Broadband Financial Dashboard
- | Financial Ratio Analysis
- | Break Even Analysis
- | Income Statement
- | Balance Sheet
- | Rate Sheet
- | Capital Plan
- | Personnel Plan
- | Operating Costs

- | Renewal and Replacement Reserves
- | Borrowing Summary
- | Borrowing Tables
- | Sales Forecasts
- | Cumulative Demand

Magellan Advisors will conduct a Business Model Workshop to educate those involved and collaboratively work to determine the appropriate business models to analyze financially.

9. RECOMMENDATION ON BROADBAND STRATEGY

Magellan will deliver actionable strategies and recommendations to the Towns at the culmination of the project. Magellan will highlight our final recommendations based on our work with local stakeholders and the City that highlights what we believe will be the best steps forward for the Towns, giving the Towns a roadmap to move forward. Our recommendations will include business models, policy and strategic partnership opportunities all gathered from our outreach and analysis of the City's current infrastructure, broadband environment and gaps that need to be addressed in both wired and wireless networks across the City.

The culmination of each Town study will lay out the core strategies for their Town in development of its municipal and community broadband initiatives. The Plan will craft the most effective strategies for each Town (or through a regional partnership) to adopt to bring next-generation broadband to its communities, leveraging the Town's infrastructure, smart public policies and key partnerships among public and private organizations.

We believe that the following approach will create the most feasible municipal and broadband opportunities for each individual Town, while mitigating risk to each Town:

- | Document, structure and formalize the Town's current conduit, fiber-optic and tower assets;
- | Identify immediate opportunities to use these assets to positively impact local broadband, in conjunction with broadband providers;
- | Work with local broadband providers to employ the use of the Town's current fiber assets, if any
- | Demonstrate "small wins" utilizing each Towns' current assets;
- | Develop the policies needed to build additional infrastructure and grow the network;
- | Identify business cases to expand the network for municipal cost reductions, improved capabilities and broadband improvements;
- | Develop a true broadband enterprise with established rate structures, policies, procedures and products;
- | Market the network and interconnect with multiple broadband providers to serve more community needs;
- | Consider more intensive business models such as open access to identify the impact to the community and feasibility of entering into this business;

Continually evaluate the performance of the broadband network, its impact to each and opportunities of each community, and revise the strategy appropriately. The recommended

strategy(s) will determine the Towns employ community-wide deployment or a phased deployment approach. Each client we work with is unique, and no broadband implementation strategy is identical. Magellan will work collaboratively with the Towns to assist in making these important decisions regarding business models, financing, and broadband deployment.

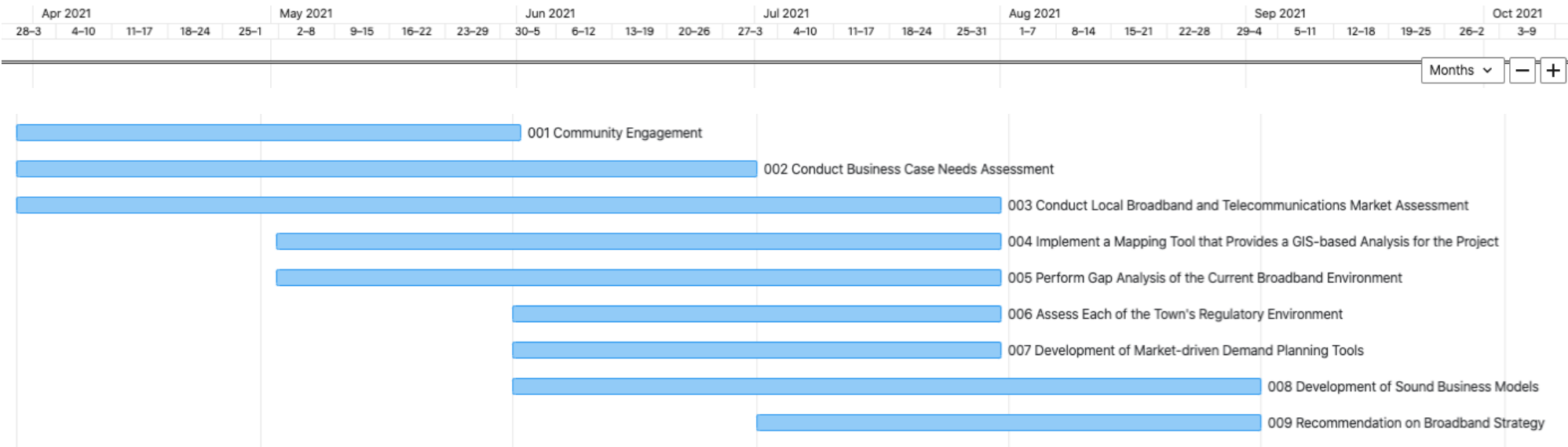
The recommended strategies will include:

- Two (2) recommended approaches to broadband implementation for a regional partnership among all four entities, that is scalable in case one or two entities decline to move forward.
- One (4 total) recommendations for each entity if the Towns determine to approach the projects culmination individually (not a joint partnership).

Evaluate Financing and Funding Availability

Magellan's senior consultant and grant expert, Jessica Zufolo, will be participating and working with each Town to analyze any grant opportunities for each Town. Jessica has over 20 years' experience in in broadband planning, fundraising, deployment and operational management.

Timetable



Appendix A: Resumes

John P. Honker – President

Education:

Master in
Business
Administration,
Executive
Program
University of
Miami – Miami,
FL

John has over ten years of executive management with new, growing and well-established firms, in the Telecommunications, Information Technology and Outsourcing sectors. Strong expertise in managing rapidly growing companies with responsibility for P&L, Business Strategy and Operations. Insightful execution of business strategy with a clear focus on achieving goals through concise management of people and resources. Significant entrepreneurial experience through the founding of several successful firms in the consulting and outsourcing sectors.

Bachelor of Arts
in Philosophy
Stetson University
– Deland, FL

Magellan Advisors LLC – Denver, CO

President & CEO - Founding and current member of the firm, organized to capture strong demand from public and private sector clients requiring strategic telecommunications planning services. Responsible for core business strategy, P&L, operations, technology and finance. Leadership position that requires a unique combination of executive tactics, hands-on processes and a team-based orientation.

Strengths:

- Strategic Planning
- Multinational Expansion
- Business Development
- Market Planning
- Business Strategy Formulation
- Financial Planning
- Investor Marketing & Identification
- P&L Management
- Operations Planning

Clear Connect Inc. – Miami, FL

Chief Operating Officer - Clear Connect is a contact center and business process outsourcing provider uniquely positioned to deliver vital business services at savings beyond what is seen in today's outsourcing market. Combining strong domain experience with a world-class workforce and adaptive technology, Clear Connect provides solutions to meet our customer's most challenging business needs.

Founding member of the firm, specializing in contact center and business process outsourcing services for Fortune-200 based US companies. Built the firm's operations, finance and technology from greenfield into a 210-employee firm in 18-months, providing services to several large Fortune-200 companies. Responsibility for all departments, with 8 top-level manager reports.

Columbus Networks Inc. – Miami, FL

Director of Internet Services - Columbus Networks is a telecommunications service provider that offers broadband and IP capacity services to telecom carriers, TV cable companies, Internet Service Providers and network integrators.

Built Internet Service Provider business from greenfield into \$50M business in 5 years. Multinational venture into 15 countries in Central/South America, The Caribbean and Mexico, to deliver services in new markets. Provided all operational planning,

- Investor Relations
- Technical Design
- Technical Implementations
- Operations Management
- Performance Management

development and implementation for the business unit. Organized and lead cross-functional teams under strict timelines to deliver services.

Government Technology Resources Inc. – Orlando, FL

Principal Consultant - GTR provides strategic consulting services to public sector clients, focused on leveraging emerging technologies to support the goals of local, state and federal government.

Developed consulting practice for firm, focused on expanding existing services for local and state governments. Provided business development to build a book of business to include many local government clients.

Florida Hospital Inc. – Orlando, FL

Network Engineer - Florida Hospital, comprised of eight Orlando hospitals provides a wide range of health services for the entire family, including many nationally and internationally recognized programs in cardiology, cancer, women's medicine, neurology, diabetes and rehabilitation.

Information technology liaison for the Radiology/Radiation Oncology departments. Translated specialized departmental needs into Information Technology strategies and presented to Information Systems department heads. Provided network engineering services to the Radiology and Radiation Oncology departments at 8 metro-Orlando hospitals. Worked with cross-functional medical and non-medical teams.

Ashley Poling - Consultant

Education:
BA degree in Education
with a minor in Political
Science from Ohio
Wesleyan University

- Strengths:**
- Project Coordination
and Implementation
 - Business
Communication and
Publication Methods
 - Data Analysis
 - Research Sourcing
 - Resource
Management

Ashley is a technical communicator with a breadth of client relations experience. Expertise in creating, coordinating, and implementing projects across a variety of fields from defense contracting to small business planning and start-up.

Magellan Advisors LLC - Denver, CO

Project Management Analyst -Supports project management for public and private initiatives on Broadband and Smart City planning. Collects, organizes, and implements pertinent information to meet needs of organizations and develop plans tailored to fulfilling strategic goals. Provide resources to organizations pertinent to alignment of goals in technology initiatives and developing policy for enhancing fiber infrastructure for Broadband and Smart City

Business Development - Produced leads, filled sales channel, managed all inside sales including proposals and RFP generation. Built and maintained client relationships throughout life of project and beyond.

Lake County Schools – Clermont, FL

Educator/Teacher - Teacher ratings on annual evaluations, Student performance on standardized tests continually exceeds global mean.

David Brevitz C.F.A. - Policy and Regulatory

Education:

Chartered Financial Analyst, CFA Institute - Charlottesville, VA
M.B.A., Finance, Michigan State University Graduate School of Business, East Lansing
B.A., Justice, Morality and Constitutional Democracy, James Madison College, Michigan State University

Strengths:

- Statewide Broadband Planning
- Telco Financial Analysis, Acquisition Cases
- Telco Management & Operational Analysis
- Telecom Market Analysis & Surveillance
- Telecommunications Trend Analysis
- Cost of Service, TELRIC, LRIC and FDC
- Stakeholder Interviews and Engagement
- Competitive Policy Development

Mr. Brevitz has over 30 years of experience in the telecommunications industry based on work for U.S. and international clients, and telecommunications regulatory agencies. This experience provides depth and capability in the subjects of broadband trends and planning, market analysis and surveillance, market liberalization and competitive policy implementation, telecommunications stakeholder engagement, wireless and wireless broadband trends and developments, industry financial reporting and analysis, telecommunications company operations, back office systems and business plans, interconnection and unbundled network element pricing, telecommunications service costing and pricing, and universal service goals and objectives.

Magellan Advisors LLC – Topeka, Kansas

Senior Broadband planner/Senior Consultant - Focused on Technology, Broadband Deployment and Government Services. Performs technical consultations in the specific areas of network implementation and management, telecommunications services and information security. Assists organizations in the development of strategic management/technical plans focusing on alignment of technology initiatives with that of the business units. Coordinate and manage Data/voice/video projects for clients to include the negotiation and provisioning of carrier services from major telecommunications and upstream providers.

Brevitz Consulting Services -Topeka, Kansas; 1994 – Present

Independent Telecommunications Consultant -Mr. Brevitz has conducted numerous telecommunications engagements for national and international clients. Most recently, Mr. Brevitz completed work as the Project Leader for the State of Florida on Strategic Planning for Florida Governmental Broadband Capabilities. Mr. Brevitz has provided expert testimony on numerous issues including a number of telco local division spin-offs, acquisitions and combinations, broadband and broadband competition, telecommunications competition, industry and market structure, service bundles, substitutability of VoIP and wireless for local exchange service, resale, unbundled elements, TELRIC/cost studies, network modernization, access charges, rate design, cost allocations, universal service and other matters.

University of Florida, Gainesville - 2009 to Present

Senior Fellow, Public Utility Research Center - Mr. Brevitz has been designated as a Senior Fellow by the Public Utilities Research Center at the University of Florida. This designation is reserved for knowledgeable and experienced professionals who foster strong ties to academia, industry, and government, who embody PURC's values of respect, integrity, effectiveness and expertise, and who support PURC's mission to contribute to the development and availability of efficient utility services through research, education, and service.

KCPR, Topeka -1987-1994

- Telco Business Planning
- Competitive Pricing Analysis
- Interconnection Policy

Certifications:

- C.F.A Certified Financial Analyst

Director of Regulatory Affairs - Duties included monitoring of and participating in state regulatory affairs on behalf of twenty independent local exchange companies in Kansas that compose the partnership of KCPR. Active participation in statewide industry committees in the areas of access charges, optional calling plans/EAS, educational interactive video, dual party relay systems and private line/special access merger.

Jessica Zufolo: VP of Rural Broadband Strategy

Education:

(MBA); OneMBA Global Business Strategy and Finance
North Carolina at Charlotte
University of North Carolina Kenan-Flagler Business School
Chapel Hill, NC

Bachelor of Arts (BA), Military History and Political Science
University of Colorado Boulder, CO

Strengths:

- Strategic
- Employee Engagement Strategies
- Data Analytics
- Enterprise Strategy Execution
- Risk Mitigation
- Federal Procurement Strategies
- Coalition Building
- Continuous Process Improvement
- Team Leadership
- Hiring & Mentoring Talent
- Infrastructure Financing
- Industry and Regulatory Analysis
- Community and Economic Development

Experienced business executive with exceptional skills overseeing complex operations involving rural utility, broadband and precision ag projects in underserved and tribal areas. An infrastructure strategist with extensive industry and non-profit stakeholder relationships and regulatory/legislative expertise across the technology and electric utilities sector. A problem solver with a proven track record of initiating and delivering new market strategies and solutions that result in business growth and long-term profitability. Strong record of forging and developing strategic partnerships that lead to sustainable funding and client/customer loyalty.

Magellan Advisors LLC – Orlando, FL

VP Rural Broadband Strategy - Focused on rural broadband Deployment and government Services. Assists organizations in the development of strategic management/technical plans focusing on alignment of technology initiatives with that of the business units. Coordinate projects for clients to include the negotiation and provisioning of carrier services from major telecommunications and upstream providers.

Universal Service Administrative Company (USAC) – Washington, DC

Senior Advisor, Strategic Partnerships – Established and managed a new business unit comprised of 5 team members within the Lifeline program that negotiated and implemented Application Program Interface (API) connections with data owners nationally.

U.S. Department of Commerce, First Responder Network Authority (FirstNet) – Washington, DC

Director, Rural Infrastructure and Grants Strategy (Presidential Appointment) - Established FirstNet's federal funding coordination strategy to align all federal agency program regulations and budgets governing federal and state grant programs to finance emergency communications, public safety radio equipment, devices and applications

U.S. Dept of Agriculture, Rural Utilities Service (RUS) – Washington,DC Deputy Administrator (Presidential Appointment: Sr Executive Service) -

Co-managed a \$65 billion federal loan and grant portfolio that finances water and waste treatment systems, telecommunications and broadband networks, precision agriculture, electric utility, smart grid and renewable energy infrastructure projects in rural and tribal communities across 56 states and territories

Medley Global Advisors – Washington, DC and New York, NY Sr Director, Telecom, Media & Technology (TMT) Equity Research -

- Project Management
- Cultivating Internal & External Stakeholders

Certifications and Memberships:

- Recipient of the UNC Leadership Development Initiative Program curriculum and recognition
- Inducted into the Gamma Beta Sigma Business Honors Society
-

Established an independent telecommunications and technology investment research franchise serving over 30 institutional investors and hedge funds with actionable research on the financial impact of State, federal regulatory and legislative policy risk

**National Association of Regulatory Utility Commissioners
NARUC – Washington, DC**

Legislative Director, Telecommunications and Consumer Affairs - Directed the Association's federal legislative advocacy and grassroots activities on telecommunications, consumer protection and water issues before Congress, federal agencies, the executive branch and state legislatures.

Alfred Kamuda – Design Team Lead

Education:

Associate of Science (AS), Electronics Technology, Computer Processing Institute, East Hartford, CT

CompTIA PC A+ Certificate, Valencia Community College Orlando, FL

Network+ Certificate, Valencia Community College Orlando, FL

Technical Skills:

- Microsoft Office 2010: Word, Access, PowerPoint, Excel, Outlook, Visio
- Microsoft Windows DOS 3.1 – Windows 7
- Microsoft Server 2000 - Advanced Server 2008, Novell Server 3.12 - 6.0
- Bentley Comms (MicroStation V8i), MicroStation Geographics, Bentley Map Spatial, Focus DOS - 95(MicroStation 95)
- ESRI ArcInfo 9.3, ArcGIS Advanced Desktop 10.0 - 10.5, ArcGIS Server 9.3 - 10.5, ArcGIS Web Applications, ArcGIS Flex Web Builder, ArcGIS Portal, GE Smallworld GeoSpatial Analysis Pro 5.0, & Map Info Professional, ArcGIS Network Analyst
- Oracle 9 – 11g Spatial, Oracle SQL Developer, Microsoft SQL Server 2008 R2, Visual Studio Express 2010
- Adobe Illustrator 10, Adobe Photoshop, Adobe Flash Builder 4.7

Al Kamuda is a seasoned telecommunications and GIS professional with over 20 years' experience in telecommunications engineering, mapping, design and outside plant construction. Prior to joining Magellan, Al was the Senior Design Manager for the Central Florida region at Spectrum (Charter Communications), where he led the planning, project management and implementation of outside plant design for various company growth projects including residential, commercial, cellular backhaul and metro WIFI. His extensive experience with the telecommunications industry, CAD platforms and geospatial expertise along with his strategic forward thinking provides an extremely diverse skill set that allows him the valuable insight needed to understand the client's objectives in all aspects of telecommunications construction and design processes.

Magellan Advisors, LLC. – Orlando, FL

Design Team Lead - Magellan Advisors is a full-service consulting and technology services firm, specializing in telecommunications, broadband and smart city planning deployment and management for public and private sector organizations.

SPECTRUM / Bright House Networks – Orlando, FL

Senior Manager, Hybrid Fiber/Coax (HFC) Design and Drafting – Provided engineering support and direction for new or existing technologies and on-going operational initiatives to Regional, Network Operations and other cross functional leadership regarding technical operations, strategic planning of rebuilds, network operations for output to the OSP (outside plant), and new products.

HFC Design – Orlando, FL

Manager – Provided leadership, succession planning, development and performance assessment to 20 in-house design engineers. Used strong leadership skills to create a culture of teamwork to effectively manage, train, mentor and coach direct reports to meet goals and expectations. Responsible for the oversight of contractor resources, contractor invoicing, and project completion of assigned work to multiple design contractors located in separate, decentralized locations worldwide while continuing to meet the increasing production demands on time and within budget.

Time Warner Cable– Orlando, FL

Supervisor HFC Design - Supervised the activities of a team of up to 8 people, including hiring, performance management and training on HFC plant design efficiency and Bentley Microstation software. Led the data

conversion efforts to move the plant routing data stored in Dbase within Focus 95 to Oracle while successfully ensuring the timely coordination and posting of all new plant routing information during the upgrade to eliminate any impact our customer deadlines. Maintained close internal partnerships and contract resource relationship to ensure daily operations of HFC design output were on time and on budget.

Matthew Southwell – Associate Project Manager – Design

Education:

Business Management
Degree with High
Honors
Keiser University in
Orlando, FL.

Strengths:

- In-Depth Research
- Cloud-Based Mapping
- OSP Design/Costing
- Management & Leadership
- Quantitative Analysis
- Client Assessment
- Team Development
- Conflict Resolution
- G.I.S

Memberships:

- CHFP

Matthew Southwell has over 13 years in the telecommunications field. Matthew's career began as a U.S Army Sergeant where he worked on tactical communication systems, Sat-Com radio systems, and deploying weekly COMSEC key changes OTAR (Over the Air Rekeying) with newly deployed radio systems during two Operation Enduring Freedom deployments. Matthew's private sector work includes work with a Motorola radio distributor and contractor where he supported many Federal, State, and local County entities to include: Department of Homeland Security, Immigration and Customs Enforcement, Drug Enforcement Administration, Florida Highway Patrol, Greater Orlando Airport Authority, Orange County Sheriff's Office, and the Lake County Sheriff's Office. Matthew joined Magellan Advisors in 2016 as a telecommunication analyst where he has contributed his knowledge and technical expertise to over 65 broadband projects. Matthew's current role within Magellan includes analysis of client GIS data and mapping, creating conceptual network designs and costing estimates for future fiber builds. Matthew is a Certified Fiber to the Home Professional (CFHP) and holds a Business Management Degree with High Honors from Keiser University in Orlando, FL.

Magellan Advisors, LLC. - Orlando, FL

Associate Project Manager/Design - Magellan Advisors is a full-service consulting and technology services firm, specializing in telecommunications planning, deployment and management for public and private sector organizations. Led OSP design fulfillment across multiple project engagements to include, research, GIS mapping and costing analysis.

Magellan Advisors, LLC. - Orlando, FL

Telecommunications Analyst - Provided broadband market and provider analysis. Assisted in conceptual network design, labor and material costing integrating geographical information systems.

Bandit Installations - Wake Forest, NC

Installation Manager - Led team of technicians installing access control, card readers, electronic locks, and motion detection.

Wireless Technology & Equipment - Orlando, FL

Installer II - Deployed and maintained public safety radio systems for local, state, and federal agencies.

Task Force Phoenix - Kabul, Afghanistan

Communications Sergeant - Fielded and maintained secure Sat-Com, RF, and GPS technology during forward operations.

FLANG - US Army - Orlando, FL

Sergeant-E5, Signal Support Systems Specialist-HHC 2-124 Infantry Battalion -
 Provided secure radio systems support for Tactical/Emergency Operations Centers.

Cost Estimate

The total cost to the Towns of Berthoud, Johnstown, Mead and Milliken for the Regional Broadband Needs and Assessment and Feasibility Study project is \$87,150 and includes all work to be completed by Magellan as stated in this proposal.

Magellan will bill \$14,525 in six (6) equal monthly payments.

Magellan will bill on the first day of the month for the current month's services. Travel and incidental expenses will be billed as incurred at a not to exceed rate of \$5,000. Invoices are payable on net 30 terms from the date of invoice.

Task/Description	Hours	Cost
1. Community Engagement	85	\$ 17,850
2. Conduct Business Case Needs Assessment (including 4 community profiles)	100	\$ 21,000
3. Conduct Local Broadband and Telecommunications Market Assessment	20	\$ 4,200
4. Implement a Mapping Tool that Provides a GIS-Based Analysis for the Project	60	\$ 12,600
5. Perform a Gap Analysis of the Current Broadband Environment	20	\$ 4,200
6. Assess Each of the Town's Regulatory Environment	20	\$ 4,200
7. Development of Market-Driven Demand Planning Tools	20	\$ 4,200
8. Development of Sound Business Models	40	\$ 8,400
9. Recommendation on Broadband Strategy	50	\$ 10,500
Total for Magellan's Services		\$ 87,150
Travel		\$ 5,000
Total Not-to-Exceed		\$ 92,150

EXHIBIT B

REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS

Consultant shall not:

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

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

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

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

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

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

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

TIM SCOTT

416 Willow Court,
 Steamboat Springs, CO 80487
 timdubai2000@yahoo.com Cell: 978-204-1452

SUMMARY:

- Self-employed technology consultant with a focus on fiber/broadband deployments and telecommunications infrastructure primarily across various local government engagements that provide a direct community benefit

- Long term interest and involvement in the growth of US municipal fiber market with key recent roles at Centennial, Breckenridge and Boulder, Colorado
- Led the private sector engagement with MA government agencies on the roll out and network operations of broadband stimulus funding with an 1100 mile new "middle-mile" fiber deployment connecting 123 communities in western Massachusetts
- Deep understanding of the complexities involved in this market, from feasibility, strategic planning, community engagement, design, modelling and finance, procurement, vendor selection, deployment, and developing key strategic partnerships in both the private and public sector
- Experienced in deploying backbone, middle mile, FTTP/FTTT, wireless, and new small cell projects
- Strong, diverse technology understanding including software, network infrastructure, wireless, small cell, security, unified communications, broadband and fiber access technologies
- Successful project management of multi-year complex broadband deployments
- Relationship builder, from CEOs and CTOs, to City Mayors and elected officials
- Results orientated, innovative, and passionate professional

Jan 2019 – current: Independent Broadband Consultant (Peakview Enterprises, Colorado)**City of Boulder, Colorado****Project and Program Manager – Fiber/broadband strategy and deployment**

Hired by Boulder to create a final fiber backbone design and determine critical lateral connections for their new fiber backbone project (\$20m), ensuring departmental and partner engagement. Led selection of construction vendor and determined final BofM. Oversee current construction of fiber backbone, began February 2020 and is estimated to be complete early 2022. In parallel to project management of the fiber backbone and managing various project stakeholders, currently setting the strategy for future fiber expansion and FTTP for Council consideration 2021

April 2016 – Dec 2018: Independent Broadband Consultant (Peakview Enterprises, Colorado)**City of Centennial, Colorado****Executive Director of Fiber Infrastructure**

Contracted by the City to implement adopted Fiber Master plan, select contractors, secure applicable partnerships, and recruit service providers to leverage City's new fiber backbone. Managed on-time and within budget deployment of City's new 50 mile-high density, fiber backbone. Several service providers contracted to operate on the new network with FTTP and gigabit services available. Implemented a new "infrastructure" model and approach that has become the envy of other municipalities.

April 2015– current: Independent Broadband Consultant (Peakview Enterprises, Colorado)

Self-employed consultant focused on the delivery of various fiber planning and deployment projects working mainly with local Government, regional carriers, and enterprise customers. Contracted engagements include:-

- **Town of Breckenridge**, Colorado, broadband advisor to their FTTH project including the final design, build out of first phase, and key selection of an RSP to offer services. Assisted with current small cell project and vendor selection.
- **City of Centennial**, Colorado, advisor to City staff and City's Fiber committee which led to the recent approval to build a new \$5.7M carrier neutral fiber backbone and adopted Fiber Master plan.

- **Allied Fiber, Business Development** with a focus on local government and Regional Service Providers (RSPs) that leased fiber and colocation space and services along regional SE route. The new fiber backbone, connected key new colocation facilities, and regional carrier hotels deployed in FL and GA.

2010 – April 2015: **Axia NetMedia Corporation / Axia NGNetworks USA**
Global HQ, Calgary, Alberta, Canada / Boston, Massachusetts, USA

Vice President, Business Development Axia NGNetworks USA

- Successfully led and developed a unique market approach, securing Axia's first large US customer win in Massachusetts - a \$90M BTOP capital project and fiber network initiative (MB123) with a long term, renewable, wholesale, network operating contract
- Led the engagement with State agencies MBI/MTC on the roll out and wholesale network operations of the new western MA network that connected 123 communities and led to new community broadband initiatives
- Sole responsibility for all of Axia's business development and market interests within the US which include a complex mix of market approaches and partnership strategies

2009 – 2010 **Broadband Consultant and Global Business Development, Axia NetMedia Corporation**

- Established broadband consultancy to take advantage of broadband stimulus opportunities and international vendor relationships requiring US market support

2004 - 2009 **PacketFront, North America**
Highlands Ranch, Colorado (Global HQ, Stockholm, Sweden)
PacketFront is a small privately held European based leading provider of hardware and software solutions for the Broadband & Fiber access/FTTP market

Vice President, Sales and Business Development

- Hand selected to launch PacketFront in North America and lead its market and business development initiatives
- Defined strategic direction of North American operation including market segmentation, team growth and development, partnership and reseller creation and implementation
- Successful market entry included private property developers, CLECs, and utility organizations

1998 – 2004 **Cisco Systems EMEA, Middle East, Dubai, UAE**
Regional Sales Manager, Commercial Team, Gulf Region

- Managed all business development and sales activities for the newly formed Commercial line of business across all the Gulf countries including distribution and reseller channels
- Led a large direct sales team that was successful in developing more than \$50m in annual revenues

Business Development Manager, New Technologies – IPTel and IPCC

- Developed a new focus and plan for New Technologies across the whole Middle East region with an emphasis on Unified Communications (IP Tel and IPCC) Wireless, Security

Territory Manager, southern Gulf countries

- Led all facets of business development and sales

1997 – 1998 **Cisco Systems International, Amsterdam, NL**
Internal Sales, UK

- Developed a successful sales approach targeting regional districts and new channel partners in the UK
- Top sales performer leading to multiple internal career opportunities

EDUCATION: **University of Ulster, Jordanstown, Ireland**
1994 BA with Honors (Upper Class) Business Studies
REFERENCES Available on request



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: May 3, 2021
SUBJECT: Economic Development Incentive Policy
ACTION PROPOSED: Adopt Incentive Policy
ATTACHMENTS: 1. Resolution 2021-13
2. Exhibit A: Incentive Policy
3. Incentive Request form
PRESENTED BY: Sarah Crosthwaite, Economic Development Manager

AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is Resolution 2021-13 which would establish a new and updated Economic Development Incentive Policy. This would supersede and replace Resolution No. 2016-10 Economic Development Incentive Policy that was adopted on November 7, 2016. The purpose of the incentive policy is to establish a procedural guideline as to how incentives are requested, awarded, and executed while also determining the types of industry the Council wishes to attract to the community. Additionally, staff has included an Incentive Request Form which will be utilized internally when analyzing and determining an incentive request.

LEGAL ADVICE:

The Resolution was reviewed and approved by the Town Attorney.

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION: Adopt the incentive policy as presented.

SUGGESTED MOTIONS:

For Approval: I move to approve the Economic Development Incentive Policy.

For Denial: I move to deny the Economic Development Incentive Policy.

Reviewed and Approved for Presentation,

Town Manager

The Community That Cares

www.TownofJohnstown.com

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

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2021-13**

ADOPTING ECONOMIC DEVELOPMENT INCENTIVE POLICY

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

WHEREAS, the Town supports economic development to sustain the fiscal health of the community, promote employment opportunities and enhance the quality of life in the Town; and

WHEREAS, the Town desires to create tools to assist economic development in order to attract new businesses to the community, retain and promote the expansion of existing businesses in the community and diversify the local economy; and

WHEREAS, to further the Town's economic development goals and in accordance with the laws of the State of Colorado and the Town's Home Rule Charter, the Town desires to adopt an economic development incentive policy; and

WHEREAS, the Town Council hereby finds that adoption of an economic development incentive policy is in the best interest of the Town and the citizens of the Town.

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

1. The Economic Development Incentive Policy, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved and adopted.
2. The Economic Development Incentive Policy adopted on November 7, 2016, pursuant to Resolution No. 2016-10, is hereby superseded and replaced by the policy attached hereto.
3. The Economic Development Incentive Policy shall be in effect from the date hereof and shall remain in effect until amended or rescinded by further action of Town Council.

PASSED, SIGNED, APPROVED, AND ADOPTED this 3rd day of May, 2021.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

Town of Johnstown Incentive Policy

Goal Statement

The Town of Johnstown (Town) aims to attract new businesses, retain and expand its existing businesses, diversify the local economy, and enhance the quality of life for its residents.

Purpose

The purpose of the incentive policy is to establish general procedures and requirements to govern the fair, judicious, and strategic use of incentives by the Town in order to meet its economic development goals.

Objectives

In evaluating any economic development project and the use of incentives, the Town will apply the following objectives:

- Incentives will be based on a “case by case” review of each economic development project and incentive request and must clearly demonstrate substantial
 - Fiscal Impact
 - How much direct sales tax will be generated
 - How much real and personal property value will be added to the local economy
 - What is the capital investment of the project
 - What infrastructure will be required to sustain the development
 - Community Impact
 - Is the project compatible with the Town’s Comprehensive Plan
 - Does the project compliment the existing local business community
 - Does the project enhance the quality of life for residents
 - Does the project create any environmental impact
 - Employment Impact
 - How many local jobs will be created both directly and indirectly
 - What type of jobs will be created
 - What will be the average salary per employee
 - What will be the total annual payroll
- To be most effective, the Town will creatively and effectively combine or package resources and/or incentives from public and private sources
- The Town retains the right to deny an incentive request and/or modify the incentive policy

Targeted Industries

The Town recognizes the need for diversification and will focus on four distinct but complementary categories of development; commercial, destination, industry, and housing.

- Commercial: to increase the Town’s tax base, and to diversify, expand, and increase the market presence of services and products in the community
- Destination: to increase the Town’s tax base, and to attract customers from outside the Town, and provide new and different shopping, dining, and/or entertainment experiences.
- Industry: to increase the Town’s tax base, diversify, expand, and increase the presence of private-sector companies, and create high-paying quality jobs in the community

- Housing: to increase the Town's tax base, and to provide a diverse range of housing types, with an emphasis on affordable/attainable housing for current and future residents.

Available Incentives

The Town offers several types of incentives either individually or in various combinations in order to meet its economic development goals.

Incentives include but are not limited to:

Expediated Review Process

The Town may consider expediting the development review process should the project meet one of the targeted industries within one of the targeted corridors. The expediated review process guarantees an applicant's project will receive priority review and approval of land use applications and building permits.

Provision of Land and Property

The Town may consider the provision of land and/or property to a developer and/or business for a project that meets one of the targeted industries within one of the targeted corridors.

Site Preparation Including Infrastructure Improvements

The Town may consider to work in conjunction with a developer to create reasonable, cost-effective infrastructure options. Provision of materials and expert resources may be negotiated, including fill material, environmental investigations, wetland investigations, permitting processes, etc.

Land Development Fees

The Town may consider reducing or waiving development fees such as those for:

- Plan Review
- Building Permit
- Use Tax

Creation of Special Financing Districts

The Town may consider a variety of special financing districts which would allow the district to finance, design, plan, construct, install and/or complete public improvements related to a development project. Special financing districts can include but are not limited to:

- Public Improvement Fees
- Tax Increment Financing
- Metropolitan District
- Urban Renewal Authority

Grants, Loans, and/or Forgivable Debt

The Town may consider grant, loan, and/or forgivable debt programs to a developer and/or business in order to assist with the development costs of a project. Available funds are at the discretionary authority of the Town. Grant programs can include but are not limited to:

- Johnstown Façade Grant

Sales Tax Rebate

The Town may consider a rebate or share-back, of a portion of the sales tax generated specific to the project as a payment to the business and/or developer.

Job Creation

For every net new job created from a primary employer and maintained for at least one (1) year, and where the employee resides in Johnstown, Colorado, and is paid at least 150% of the average annual wage in the county (Weld or Larimer County) where the project will be located, the business is eligible to receive a one-time maximum payment of up to \$1,000 per net new employee. The average annual wage for Weld or Larimer County will be determined by the United States Department of Labor, Bureau of Labor Statistics.

Priority Annexation

Applicants seeking a project within an unincorporated area (Weld or Larimer County) can annex into the Town limits through an expediated process and where associated voluntary annexation application fees can be waived or reduced.

Liaison between Economic Development Agencies and External Parties

The Town's Economic Development Department can serve as a liaison between developers, private owners, local lending institutions, and State and federal agencies, if requested. Agencies can include but are not limited to:

- Office of Economic Development and International Trade (OEDIT)
- Weld County
- Larimer County Economic & Workforce Development
- Up State Colorado
- Small Business Administration (SBA)

Incentive Request

Any person, organization or corporation requesting incentives from the Town of Johnstown will comply with the following procedural guidelines. An Applicants submission of an incentive request and/or documentation does not constitute an approval from the Town to provide incentives.

Incentive Request Process

All incentive requests will be initiated through the Town's Economic Development Department. An applicant must contact the Economic Development Manager to schedule a preliminary meeting to discuss project concept and incentive request. Applicant should be prepared to provide during the preliminary meeting:

- General site plan
- Capital investment projection
- Timeline/phase of the project
- Overall fiscal, community, and employment impact to the Town and region

Additional information may be requested as needed.

Following the preliminary meeting, Town staff will review the project and incentive request internally. Subsequent meetings may be held with the applicant before bringing to the Town Council for consideration.

The Economic Development Manager will work with the Applicant to finalize the incentive request and be the point of contact throughout the process.

The final decision for any incentive request will be the sole discretion of the Town Council.

Incentive Agreement

If approved by the Town Council, all incentive packages will require a fully executed incentive agreement. The incentive agreement will include at minimum the responsibilities of each party, the expectations of the development, performance measures, and claw backs, if applicable. Negotiated reporting requirements will be the responsibility of the business to provide to the Town. Failure to provide the required information in a format acceptable to the Town may constitute a breach of the incentive agreement.

Town of Johnstown, Colorado
Incentive Request Form

SECTION I

Applicant

Company Name: _____

Applicant headquarters address: _____

City: _____ State: _____ Zip: _____

Ownership: ☐ Private ☐ Public

Business Structure: ☐ Proprietorship ☐ Partnership
☐ Corporation ☐ Other

Contact person

Name: _____

Title: _____

Phone Number: _____

Email: _____

SECTION II

Project information

Proposed location address or parcel number: _____

City: _____ County: _____ Zip: _____

NAICS code: _____ Industry type: _____

Does the site require annexation into the Town limits: ☐ Yes ☐ No

Building: ☐ New construction ☐ Expansion ☐ Improvements

Acquisition: ☐ Purchased

If yes, purchase date Click or tap to enter a date.

☐ Leased

If yes, lease term _____

Briefly describe project (conceptual site plan in lieu will be accepted): _____

List other communities considered for this project: _____

Has the company applied or received any incentives for this project? If yes, briefly explain which entity and type of incentive: _____

SECTION III

Fiscal Impact Information

Real Property:

Land	\$
Existing Building Improvements	\$
New Building Improvements	\$
Total	\$

Personal Property:

Equipment	\$
Machinery	\$
Furniture and Fixtures	\$
Other	\$
Total	\$

Total capital investment for proposed project \$ _____

What is the expected annual gross revenue \$ _____

If applicable; how much direct sales tax will be generated annually \$ _____

SECTION IV

Employment Impact Information

Provide number of Full-Time jobs, with hourly wage/salary, to be created or retained. Fringe benefits are not to be included in these calculations. Include current employment numbers, if applicable. Attach additional sheets if necessary.

Title or Occupation	Number of employees	Hourly wage per employee	Annual Salary
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Provide number of Part-Time jobs, with hourly wage/salary, to be created or retained. Fringe benefits are not to be included in these calculations. Include current employment numbers, if applicable. Attach additional sheets if necessary.

Title or Occupation	Number of employees	Hourly wage per employee	Annual Salary
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Total company jobs to be created or retained once project is complete: _____

If available, include expected number of constructions jobs: _____

Provide total annual payroll years 1-3, excluding fringe benefits:

	Year 1: 202_	Year 2: 202_	Year 3: 202_
# Existing jobs			
# New jobs			
Total annual payroll	\$	\$	\$

Please submit the completed incentive request form and any additional documentation to:

Sarah Crosthwaite
Economic Development Manager
scrosthwaite@townofjohnstown.com
970-578-9612



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: May 3, 2021
SUBJECT: Snow Plow Truck Purchase
ACTION PROPOSED: Approve Purchase of Snow Plow Truck
ATTACHMENTS: 1. State Award Certification
2. Spradley Barr Greeley F600 Quote
3. OJ Watson Upfitting Quote
PRESENTED BY: Marco Carani, Director of Public Works

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a bid award request for a new Snow Plow Truck that was budgeted in the 2021 fiscal year.

Town Council approved the purchase of a new Snow Plow Truck for the 2021 fiscal year to expand the Town's snow emergency response fleet and to increase Staff's ability to effectively serve residents during snow events. Public Works Staff coordinated with Spradley Barr Greeley and OJ Watson to receive pricing for the new snow plow that is in accordance with an awarded State of Colorado Bid. The quote the Town received was for a 2022 Ford F-600 Chassis and Upfitting by OJ Watson which was priced at \$112,062.00 in compliance with State Award #1666122 and Arapahoe Award RFP-19-48.

Spradley Barr Greeley provided a 2022 Ford F-600 Chassis with 4-wheel drive and V8 Turbo Diesel Engine to support the snow & ice package. The Upfitting package prepared by OJ Watson included a Boss 10 ft heavy duty straight blade, a hydraulically controlled double acting dump body and 9ft V-Box Spreader to enable the truck to both plow and sand the roads during a snow event.

The new snow plow will increase the total number of large snow plow dump trucks to 4 and will help Staff maintain the Town's over 160 lane miles of roadways during snow events.

LEGAL ADVICE:

N/A

FINANCIAL ADVICE:

\$150,000 was budgeted for the 2021 fiscal year.

RECOMMENDED ACTION:

Staff recommends approving the purchase of a new Snow Plow for a total amount not to exceed \$112,062.00.

SUGGESTED MOTIONS:

The Community That Cares

www.TownofJohnstown.com

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

For Approval: I move to approve the purchase for the new Snow Plow to Spradley Barr and OJ Watson for the 2022 F-600 Chassis and Upfitting in the amount not to exceed \$112,062.00 and authorize the Town Manager to sign the purchase agreements.

For Denial: I move to deny the purchase for the new Snow Plow and direct Staff to solicit more bids.

Reviewed and Approved for Presentation,

Town Manager

SPRADLEY BARR

LINCOLN



HYUNDAI

TOYOTA

MAZDA

Item #12.

TO: TOWN OF JOHNSTOWN

4/20/21

THIS LETTER IS TO VERIFY THAT THE QUOTE SUBMITTED TO YOU FOR A 2022 F-600 CHASSIS AND UPFITTING BY O J WATSON

IS IN COMPLIANCE WITH THE

STATE AWARD # 166122

AND ARAPAHOE AWARD RFP-19-48

JOHN WIENEKE

COMMERCIAL ACCOUNTS MANAGER

SPRADLEY BARR FORD LINCOLN OF GREELEY INC

Spradley Barr Ford Lincoln of Greeley INC

4901 29th St

Greeley, CO 80634

John Wieneke

Commercial Accounts Manager

jwieneke@sbgford.com

Phone: 970-506-3621

Fax: 970-506-3674

Cell: 970-673-2179

4901 29th Street • Greeley, Colorado 80634

(970) 506-3600 • Fax (970) 506-0303

www.spradleybarrgreeley.com

GREELEY • FT. COLLINS • CHEYENNE

TOWN OF JOHNSTOWN
2022 F-600 CHASSIS
TRUCK AS SPEC'D BELOW-----\$ 51,340.00
OJ WATSON UPFIT--BSR214-1--\$ 60,722.00

Item #12.

COMPLETE VEHICLE PRICE = \$ 112,062.00

John Wieneke
Commercial Account Manger
Spradley Barr Greeley
970-506-3621
jwieneke@sbgford.com
State Award 166122
Arapahoe Award RFP-19-48

2021 F-600 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F6L)

Price Level: 115



Client Proposal

Prepared by:
John Wieneke
Office: 970-506-3621
Email: jwieneke@sbgford.com
Date: 03/23/2021



Prepared by: John Wieneke
03/23/2021

SPRADLEY BARR GREELEY | 4901 29th Street Greeley Colorado | 80634

2021 F-600 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F6L)

Price Level: 115

As Configured Vehicle

Code	Description
Base Vehicle	
F6L	Base Vehicle Price (F6L)
Packages	
680A	Order Code 680A <i>Includes:</i> - Transmission: TorqShift 10-Speed Automatic <i>Includes neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i> - Limited Slip w/4.88 Axle Ratio - GVWR: 22,000 lbs Payload Package - Wheels: 19.5" x 6.75" Argent Painted Steel - HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder and driver's side manual lumbar.</i> - Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.</i>
Powertrain	
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i> <i>Includes:</i> - Dual 78-AH 750 CCA Batteries
44G	Transmission: TorqShift 10-Speed Automatic <i>Includes neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i>
X8L	Limited Slip w/4.88 Axle Ratio
STDGV	GVWR: 22,000 lbs Payload Package
Wheels & Tires	
TGT	Tires: 245/70Rx19.5 BSW Traction (6) <i>Spare may not be the same as road tire.</i>
64B	Wheels: 19.5" x 6.75" Argent Painted Steel
51D	Spare Tire & Wheel Delete (Regional) Only available to pool accounts for sales to Rhode Island.
Seats & Seat Trim	
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder and driver's side manual lumbar.</i>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: John Wieneke

03/23/2021

SPRADLEY BARR GREELEY | 4901 29th Street Greeley Colorado | 80634

2021 F-600 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F6L)

Price Level: 115

As Configured Vehicle (cont'd)

Code	Description
Other Options	
PAINT	Monotone Paint Application
145WB	145" Wheelbase
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.</i>
61J_	6-Ton Hydraulic Jack (Regional) Standard in Rhode Island.
90L	Power Equipment Group <i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> - Accessory Delay - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - MyKey <i>Includes owner controls feature.</i> - Power Front Side Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Power Locks - Remote Keyless Entry
473	Snow Plow Prep Package <i>Includes pre-selected springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. Note 2: Also allows for the attachment of a winch.</i> <i>Includes:</i> - 332 Amp Alternators
41H	Engine Block Heater
41P	Transfer Case Skid Plates
98R	Operator Commanded Regeneration
67A	332 Amp Alternators
54K	Folding Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i>
63A	Utility Lighting System <i>Includes LED side-mirror spotlights.</i>
52B	Trailer Brake Controller

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: John Wieneke

03/23/2021

SPRADLEY BARR GREELEY | 4901 29th Street Greeley Colorado | 80634

2021 F-600 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F6L)

Price Level: 115

As Configured Vehicle (cont'd)

Code	Description
	<i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>
59H	Center High-Mounted Stop Lamp (CHMSL)
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>
153	Front License Plate Bracket Standard in states requiring 2 license plates and optional to all others.
43C	110V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>
76C	Exterior Backup Alarm (Pre-Installed) <i>Custom accessory.</i>

Fleet Options

525	Steering Wheel-Mounted Cruise Control (LPO) Requires valid FIN code.
942	Daytime Running Lamps (DRL) (LPO) Requires valid FIN code. <i>The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable.</i>

Emissions

425	50-State Emissions System
-----	---------------------------

Interior Color

AS_01	Medium Earth Gray
-------	-------------------

Exterior Color

Z1_01	Oxford White
-------	--------------

Prepared by: John Wieneke
03/23/2021

SPRADLEY BARR GREELEY | 4901 29th Street Greeley Colorado | 80634

2021 F-600 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F6L)

Price Level: 115

Selected Equip & Specs

Dimensions

• Exterior length: 230.7" • Cab to axle: 60.0" • Exterior width: 80.0" • Wheelbase: 145.0" • Front track: 74.8" • Rear track: 74.0" • Turning radius: 21.2' • Rear tire outside width: 93.9" • Front legroom: 43.9" • Front headroom: 40.8" • Front hiproom: 62.5" • Front shoulder room: 66.7" • Passenger volume: 64.6cu.ft. • Cargo volume: 11.6cu.ft. • Maximum cargo volume: 11.6cu.ft.

Powertrain

* **Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection** * **Recommended fuel : diesel** • federal • TorqShift 10 speed automatic transmission with overdrive • Part-time • Limited slip differential • Fuel Economy Cty: N/A • Fuel Economy Highway: N/A • Transmission PTO provision

Suspension/Handling

• Front Mono-beam non-independent suspension with anti-roll bar, HD shocks • Rear DANA M300 rigid axle leaf spring suspension with anti-roll bar, HD shocks • Firm ride Suspension • Hydraulic power-assist re-circulating ball Steering • Front and rear 19.5 x 6.75 argent steel wheels * **LT245/70SR19.5 GBSW AT front and rear tires** • Dual rear wheels

Body Exterior

• 2 doors * **Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator** * **Turn signal indicator in mirrors** • Black door mirrors • Black bumpers • Trailer harness • Clearcoat paint • Front and rear 19.5 x 6.75 wheels • 2 front tow hook(s)

Convenience

• Manual air conditioning with air filter * **Cruise control with steering wheel controls** * **Power front windows** * **Driver and passenger 1-touch up** * **Driver and passenger 1-touch down** * **Remote power door locks with 2 stage unlock and illuminated entry** • Manual tilt steering wheel • Manual telescopic steering wheel • Day-night rearview mirror • FordPass Connect 4G internet access • Emergency SOS • Wireless phone connectivity • AppLink smart device integration • 2 1st row LCD monitors • Front cupholders • Passenger visor mirror * **Driver and passenger door bins** • Upfitter switches

Seats and Trim

• Seating capacity of 3 • Front 40-20-40 split-bench seat • 4-way driver seat adjustment • Manual driver lumbar support • 4-way passenger seat adjustment • Centre front armrest

Entertainment Features

• AM/FM stereo radio • SYNC external memory control • Steering wheel mounted radio controls • 4 speakers • Streaming audio • Fixed antenna

Lighting, Visibility and Instrumentation

• Halogen aero-composite headlights • Delay-off headlights • Fully automatic headlights • Variable intermittent front windshield wipers • Light tinted windows • Front reading lights • Tachometer • Compass • Outside temperature display * **Camera(s) - rear** • Trip computer • Trip odometer

Prepared by: John Wieneke
03/23/2021

SPRADLEY BARR GREELEY | 4901 29th Street Greeley Colorado | 80634

2021 F-600 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F6L)

Price Level: 115

Selected Equip & Specs (cont'd)

Safety and Security

• 4-wheel ABS brakes • Brake assist • 4-wheel disc brakes • Driveline traction control • Dual front impact airbag supplemental restraint system with passenger cancel • Dual seat mounted side impact airbag supplemental restraint system • Safety Canopy System curtain 1st row overhead airbag supplemental restraint system * **Remote activated perimeter/approach lighting** * **Power remote door locks with 2 stage unlock and panic alarm** * **Security system with SecuriLock immobilizer** * **MyKey restricted driving mode** • Manually adjustable front head restraints

Dimensions

General Weights

* Curb	7,967 lbs.	GVWR	22,000 lbs.
* Payload	14,030 lbs.		

Front Weights

Front GAWR	7,500 lbs.	* Front curb weight	4,748 lbs.
Front axle capacity	7,500 lbs.	Front spring rating	7,500 lbs.

Rear Weights

Rear GAWR	15,500 lbs.	* Rear curb weight	3,218 lbs.
Rear axle capacity	15,500 lbs.	Rear spring rating	15,500 lbs.

Trailer Type

Harness	Yes	* Brake controller	Yes
Trailer sway control	Yes		

General Trailing

* 5th-wheel towing capacity	34200 lbs.	* Gooseneck towing capacity	34200 lbs.
Towing capacity	18500 lbs.	* GCWR	43000 lbs.

Fuel Tank type

Capacity	40 gal.
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Interior cargo

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
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Rear Frame

Height loaded	29 "	Height unloaded	35 "
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Powertrain

Engine Type

* Brand	Powerstroke	Block material	Iron
Cylinders	V-8	Head material	Aluminum

Prepared by: John Wieneke
03/23/2021

SPRADLEY BARR GREELEY | 4901 29th Street Greeley Colorado | 80634

2021 F-600 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F6L)

Price Level: 115

Selected Equip & Specs (cont'd)

* Ignition	Compression	* Injection	Diesel direct injection
* Liters	6.7L	Orientation	Longitudinal
* Recommended fuel	Diesel	* Valves per cylinder	4
Valvetrain	OHV	* Forced induction	Intercooled turbo

Engine Spec

* Bore	3.90"	* Compression ratio	15.8:1
* Displacement	406 cu.in.	* Stroke	4.25"

Engine Power

SAEJ1349 AUG2004 compliant	Yes	* Output	330 HP @ 2,600 RPM
* Torque	825 ft.-lb @ 2,000 RPM		

Alternator

* Type	Dual	* Amps	332
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Battery

Amp hours	78	Cold cranking amps	750
Run down protection	Yes	* Type	Dual

Engine Extras

* Block heater	Yes
----------------------	-----

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.616
Reverse Gear ratios	4.866		

Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty	PTO provision	Yes

Drive Type

4wd type	Part-time	Type	Four-wheel
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Drive Feature

Prepared by: John Wieneke
03/23/2021

SPRADLEY BARR GREELEY | 4901 29th Street Greeley Colorado | 80634

2021 F-600 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F6L)

Price Level: 115

Selected Equip & Specs (cont'd)

Limited slip differential Mechanical
Power take-off provision Yes
Transfer case shift Electronic

Traction control Driveline
Locking hub control Auto

Drive Axle

Ratio 4.88

Exhaust

Material Stainless steel

System type Single

Emissions

CARB Federal

Fuel Economy

*Fuel type Diesel

Engine Retarder

*Type Yes

Driveability

Brakes

ABS 4-wheel
Type 4-wheel disc

ABS channels 3
Vented discs Front and rear

Brake Assistance

Brake assist Yes

Suspension Control

Ride Firm

Front Suspension

Independence Mono-beam non-independent

Anti-roll bar Regular

Front Spring

Type Coil

Grade HD

Front Shocks

Type HD

Rear Suspension

Independence DANA M300 rigid axle
Anti-roll bar Regular

Type Leaf

Rear Spring

Type Leaf

Grade HD

Rear Shocks

Type HD

Prepared by: John Wieneke
03/23/2021

SPRADLEY BARR GREELEY | 4901 29th Street Greeley Colorado | 80634

2021 F-600 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F6L)

Price Level: 115

Selected Equip & Specs (cont'd)

Steering

Activation Hydraulic power-assist Type Re-circulating ball

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter 19.5" Width 6.75"

Rear Wheels

Diameter 19.5" Width 6.75"
Dual Yes

Front and Rear Wheels

Appearance Argent Material Steel

Front Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
*Tread AT Type LT
Width 245mm LT load rating G

Rear Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
*Tread AT Type LT
Width 245mm LT load rating G

Wheels

Front track 74.8" Rear track 74.0"
Turning radius 21.2' Wheelbase 145.0"
Rear tire outside width 93.9"

Body Features

*Front license plate bracket Yes Front splash guards Yes
*Skid plate(s) 1 Body material Aluminum
Side impact beams Yes Front tow hook(s) 2

Body Doors

Door count 2

Exterior Dimensions

Length 230.7" Body width 80.0"
Cab to axle 60.0" Axle to end of frame 47.2"

Prepared by: John Wieneke
03/23/2021

SPRADLEY BARR GREELEY | 4901 29th Street Greeley Colorado | 80634

2021 F-600 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F6L)

Price Level: 115

Selected Equip & Specs (cont'd)

Frame section modulus	12.7cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to Front axle	38.3"
Cab to end of frame	107.2"	Front bumper to back of cab	123.7"

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead	Safety Canopy System curtain 1st row	Passenger front-impact	Cancellable
Passenger side-impact	Seat mounted		

Seatbelt

Height adjustable	Front
-------------------------	-------

Security

* Immobilizer	SecuriLock	* Panic alarm	Yes
* Restricted driving mode	MyKey		

Seating

Passenger Capacity

Capacity	3
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Front Seats

Split	40-20-40	Type	Split-bench
-------------	----------	------------	-------------

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable
---------------	--------	------------	------------

Front Armrest

Centre	Yes
--------------	-----

Front Seat Trim

Material	Vinyl	Back material	Vinyl
----------------	-------	---------------------	-------

Convenience

AC And Heat Type

Prepared by: John Wieneke

03/23/2021

SPRADLEY BARR GREELEY | 4901 29th Street Greeley Colorado | 80634

2021 F-600 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F6L)

Price Level: 115

Selected Equip & Specs (cont'd)

Air conditioning	Manual	Air filter	Yes
Audio System			
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC
Audio Speakers			
Speaker type	Regular	Speakers	4
Audio Controls			
Steering wheel controls	Yes	Voice activation	Yes
Streaming audio	Bluetooth yes		
Audio Antenna			
Type	Fixed		
LCD Monitors			
1st row	2	Primary monitor size (inches)	4.2
Cruise Control			
*Cruise control With steering wheel controls			
Convenience Features			
*Retained accessory power	Yes	12V DC power outlet	3
Emergency SOS	Mobile device	Wireless phone connectivity	Bluetooth
*AC power outlet	1	*Back-up alarm	Yes
Smart device integration	App link	Upfitter switches	Yes
Door Lock Activation			
*Type	Power with 2 stage unlock	* Remote	Keyfob (all doors)
*Integrated key/remote	Yes		
Door Locks Extra FOB Controls			
Remote engine start	Smart device only		
Instrumentation Type			
Display	Analog		
Instrumentation Gauges			
Tachometer	Yes	Engine temperature	Yes
*Turbo/supercharger boost	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		
Instrumentation Warnings			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: John Wieneke

03/23/2021

SPRADLEY BARR GREELEY | 4901 29th Street Greeley Colorado | 80634

2021 F-600 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F6L)

Price Level: 115

Selected Equip & Specs (cont'd)

Door ajar Yes

Brake fluid Yes

Service interval Yes

Instrumentation Displays

Clock In-radio display

Exterior temp Yes

*** Camera(s) - rear Yes**

Compass Yes

Systems monitor Yes

Instrumentation Feature

Trip computer Yes

Trip odometer Yes

Steering Wheel Type

Material Urethane

Telescoping Manual

Tilting Manual

*Front Side Windows**** Window 1st row activation Power***Window Features**** 1-touch down Driver and passenger***** 1-touch up Driver and passenger**

Tinted Light

Front Windshield

Wiper Variable intermittent

Rear Windshield

Window Fixed

Interior*Passenger Visor*

Mirror Yes

Rear View Mirror

Day-night Yes

Headliner

Coverage Full

Material Cloth

Floor Trim

Coverage Full

Covering Vinyl/rubber

Trim Feature

Gear shifter material Urethane

Interior accents Chrome

Lighting

Dome light type Fade

Front reading Yes

*** Illuminated entry Yes**

Variable IP lighting Yes

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: John Wieneke

03/23/2021

SPRADLEY BARR GREELEY | 4901 29th Street Greeley Colorado | 80634

2021 F-600 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F6L)

Price Level: 115

Selected Equip & Specs (cont'd)*Storage*

* Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	* Passenger door bin	Yes
Illuminated	Yes	Instrument panel	Covered bin
Dashboard	Yes		

Legroom

Front 43.9"

Headroom

Front 40.8"

Hip Room

Front 62.5"

Shoulder Room

Front 66.7"

Interior Volume

Passenger volume 64.6 cu.ft.

Prepared by: John Wieneke

03/23/2021

SPRADLEY BARR GREELEY | 4901 29th Street Greeley Colorado | 80634

2021 F-600 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F6L)

Price Level: 115

Warranty

Standard Warranty

Basic

Distance 36,000 miles Months 36 months

Powertrain

Distance 60,000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60,000 miles Months 60 months

Additional Warranty

Diesel Engine

Distance 100,000 miles Months 60 months



O.J. Watson Company, Inc.
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 Greeley, Colorado 80631
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 Fax: 970-351-7138
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Quotation

Item #12.

Page 1 of 5

JOHNSTO
Customer: TOWN OF JOHNSTOWN
 201 S 1ST PL
 JOHNSTOWN CO 80534

Contact: Don Gardner
Phone: 970-587-9103
 2nd : 970-534-0247
Email: Dgardner@townofjohnston.com

Salesperson: Gary Werning

Quote Number: BSR214-1
Quote Date: 4/22/2021
Quote valid until: 5/22/2021
Revision Number: 1

Work Order:
PO Number:

Build Information:

Year / Make / Model	2022 Ford F600 4x4	End User	Town of Johnstown
Cab Configuration	REGULAR	Unit #	Snow & Ice Package
Fuel Type	DIESEL	Item / PO#	
CA / CT	60"	VIN	
Rear Axle	DRW	Key #	

Description of Work

O.J. Watson Company, Inc. is pleased to submit the following quotation per the Town of Johnstown specifications with pricing in accordance with the State of Colorado bid

DUMP BODY:

Furnish and Install Crysteel 9' SS Tipper
 Truck Model..... FORD F-600
 Body Style..... STIP
 Body ID..... 87
 Body OD..... 96
 Body Length..... 9 FT
 Hoist Model..... LB520
 Stainless Option..... STAINLESS STEEL ALL
 Frame Style..... WESTERN TUBULAR
 Longbeam Material..... 7GA 201 STAINLESS STEEL
 Longbeam Height..... 7 INCH
 Front Style..... 1/2 STRAIGHT INTEGRAL CABSHIELD
 4 oval cut outs with covers/3" channel on bulkhead and 1 1/4" conduit underneath for wiring
 Side Style..... BOTH RIGID
 Tailgate Style..... DOUBLE PANEL QUICK DROP
 Tailgate Release Style..... MANUAL
 Front Height..... 42
 Side Height..... 24
 Tailgate Height..... 30
 Front Material..... 10GA 201 STAINLESS STEEL
 Side Material..... 10GA 201 STAINLESS STEEL
 Tailgate Material..... 10GA 201 STAINLESS STEEL
 Floor Material..... 7GA 201 STAINLESS STEEL
 Window..... 9 X 35 TAPERED
 Quick Drop Handle Location..... RIGHT
 Box Top Rail..... YES
 Rear Lights..... LED MARKERS/STT
 Rear Oval Light Cutouts..... 1
 **2 oval cut outs in rear rub rail **
 Rustproof Longsills..... YES
 Tarp-Pull Type.....YES



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Description of Work

Spillshield 8".....YES

****D-RINGS WELED TO FRONT PANEL FOR SANDER TIE DOWNS****

****NEED LOCATION INFO @ TIME OF ORDER****

LIGHTING:

Standard marker light kit

HOIST:

Furnish and Install Crysteel Loboy LB520 Hoist

- NTEA Performance Class D
- NTEA Type I
- Standard double acting cylinder
- Single stage cylinder
- Cylinder bore 5"
- Cylinder stroke 21-5/8"
- 2" cylinder shaft diameter
- Cylinder shaft is chromed SW85 steel, 85,000 PSI yield strength
- Maximum operating pressure 3250 PSI
- Base port size for raise 7/8-14 ORB, rod port lower 3/4-16 ORB
- Cylinder displacement up 424.607 cubic inches, cylinder displacement down 356.670 cubic inches
- 45 or 50 degree dumping angle available
- 12" mounting height
- Full-length subframe
- Subframe has 5" tall, fabricated "C" channel frame rails --Subframe rails fabricated of 1/4" A1011 steel 50,000 PSI yield, 65,000 PSI tensile strength
- Rear hinge fabricated with 3" x 5" x 3/8" x 36-1/2" structural angle
- Hinge pins 1-3/4" x 5-7/8" C1045 steel shaft with grease zerks
- Body prop to support empty body weight
- Hoist weight approximately 635 pounds
- Hydraulics: 4 GPM direct mount gear pump, open center valve mounted to a 6-gallon capacity reservoir, self-centering locking sealed cable control with pedestal stand

WARRANTY

Dump body, hoist, and air cylinder to be covered for a period of 5 years. Warranty begins when the final customer puts our product into service. This warranty will cover the dump body, hoist, and air cylinder for defective material and/or workmanship at a rate of 100% for the first (3) years and at a rate of 50% for years 4 and 5.

BODY MISCELLANEOUS:

Mud flaps with anti-sail bracket kit
Back up alarm
Weight slip
VIN Verification

Furnish and install -1- set of BLACK grip-strut running boards to accommodate a 2022 Ford F-Series REGULAR Cab truck.

Furnish -1- set of rubber Weather Tech all-weather floor mats in BLACK to accommodate a 2022 Ford F-Series truck.

Furnish and Install 9' MTE Mid-Size V-Box Stainless Steel Spreader,

Single Hydraulic Motor Drive (MD-108-50-38)

- 50-1/2" Wide X 38" High
- 2.8 Cubic Yard Capacity (Level Full)
- 12 Gauge Hopper
- 10 Gauged Formed Longsills (Slotted For Drive & Idler Shaft Removal)
- 1-1/4" Drive Shaft & Idler Shaft



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Description of Work

- Heavy-Duty 4-Bolt Flange Bearings
 - 45 Degree Sloped Sides
 - 14" Drag Chain w/ 1/4" Crossbars, 6.5" On Center
 - 4-Corner Lift System
 - 20:1 Gear Box
 - 6-Tooth Cast Iron Sprockets
 - Inverted V Installed
- ALSO INCLUDES:
- 3/8" Top Screen
 - Extended Leg Kit (Stainless Steel)
 - SS Hydraulic Driven Tip up Spinner with Poly Disc

TOW PACKAGE:

Furnish and install one -1- Trailer Tow Package including:
1/2" steel plate cut to fit and installed to truck frame at rear
All required reinforcement
Class V receiver tube welded into hitch plate (customer is required to supply height at time of installation)
7-way "RV" style trailer socket
Two -2- "D" rings
Paint plate BLACK

HYDRAULICS:

Force America Hydraulic system to control a double acting dump body and V-Box sander:

PTO & Pump providing 15 GPM @ 1300 rpm

VALVE & TANK:

Force America 2010 add-a-fold valve
DA hoist with down side relief
0-9 GPM auger
0-5 GPM spinner
Force America VT15 valve tank combo
All required hoses, fittings & oil

FORCE AMERICA ELECTRONIC CONTROLS:

Force America model 5150EX
Auger spinner controller
Rocker switch for hoist raise & lower
Hoist interlock
-3- auxiliary switches
Valve harness

BOSS SNOW PLOW CONTROLS:

STANDARD Boss hand held controller for V-Plow functions. PLOW IS NOT INTEGRATED INTO HYDRAULIC SYSTEM.

PLUMBING & MISCELLANEOUS:

Hydraulic oil
All required hoses and fittings
Rear sander connection is to include a -4- position Stucchi coupler

SYSTEM NOTE:

System does NOT include ground speed control

OEM TRUCK NOTE:

Hydraulic system is based upon a 6.7L diesel w/ith OEM PTO port to accommodate installation of PTO.



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Item #12.

Page 4 of 5

Description of Work

SNOW PLOW:

Boss 10' HEAVY DUTY
120" straight blade width
34-1/2" blade height
7 gauge steel moldboard
1/2" x 6" cutting edge
-8- vertical cross braces
-2- diagonal cross bracing
Hydraulic lifting cylinder
Cast Iron shoes
SmartHitch 2 quick hitch
SmartTouch2 hand held plow controls
SmartLight 2 plow light system
Baked on powder coat paint
12" rubber snow deflector to accommodate 10' moldboard

LIGHTING:

V-BOX SANDER LIGHTING:

Two (2) two oval stainless steel light boxes installed below top rail racing rear, one (1) STREETSIDE and one (1) CURBSIDE including:
Two -2- LED back up lights
One -1- AMBER LED oval strobe STREEISIDE
One -1- BLUE LED oval strobe CURBSIDE
One LED style -3- ID - stop-tail-turn light

SPINNER LIGHT:

Two (2) spinner lights; one (1) STREETSIDE of chute assembly and one (1) CURBSIDE of chute assembly

DUMP BODY LIGHTING:

CAB SHIELD lighting including:

One (1) BLUE LED oval strobe light facing forward CURBSIDE
One (1) BLUE LED oval strobe light facing to the side CURBSIDE
One (1) AMBER LED oval strobe light facing forward STREETSIDE
One (1) AMBER LED oval strobe light facing to the side STREETSIDE

REAR PILLAR Lighting including:

One (1) BLUE LED oval strobe light facing rear CURBSIDE
One (1) AMBER LED oval strobe light facing rear STREETSIDE
One (1) LED combination stop-tail-turn back up light facing rear CURBSIDE
One (1) LED combination stop-tail-turn back up light facing rear STREETSIDE

SWITCHING:

All AMBER lights are to be actuated from one (1) OEM up-fitter switch
All BLUE lights are to be actuated from one (1) OEM up-fitter switch
Spinner lights are to be actuated from one (1) OEM up-fitter switch

SNOW PLOW LIGHTING:

Standard Boss LED style snow plow light kit



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Options	Amount	Accepted Yes / No
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Notes:

- All quotes are F.O.B. Greeley unless otherwise stated.
- Quotes are subject to all applicable sales and use taxes including F.R.E.T.
- Open Account Terms are Net 30 upon delivery.
- Cash Account Term is payment at time of delivery (cash/check/credit card) and is subject to a 50% deposit requirement upon initial order.
- All credit card transactions over \$7,000.00 will be subject to a 3% processing fee.
- The contents of this quote are confidential and not intended for distribution. It is strictly forbidden to share this quote with any third party without written consent from O.J. Watson Equipment.

Accepted By: _____ Quoted By: _____

Date: _____ Date: 4-22-21



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: May 3, 2021

SUBJECT: Memorandum of Understanding Between The Town Of Johnstown And Developer Concerning Plaza Gardens At Johnstown

ACTION PROPOSED: Consider Approval of the Memorandum of Understanding as presented

ATTACHMENTS: 1. Memorandum of Understanding

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a non-binding Memorandum of Understanding (MOU) between the Town and Developer (The Plaza of JC, LLC) to develop a commercial/retail development at the I-25 and Highway 60 on the southeast corner of the interchange. The MOU would allow for the developer to begin preliminary site planning and engineering in preparation for the development when the Town takes ownership of the property as part of a planned dedication from Occidental, the current property owner.

The MOU presented provides that, within 6 months from the date of execution, the developer would be required to create and provide a Project Summary to the Town that includes a description of the mix of uses to be included in the proposed project, the proposed square footage of new retail uses, estimated revenue generation, an illustration of the project layout, an estimate and general description of the public improvement costs required to support the project, a timeline for the development and absorption of the uses proposed within the project, the organization of one or more new metropolitan districts, a financing plan for new public debt, and other critical path elements for the Project.

Following the Project Summary, the document provides that the Town will engage a consultant to perform a 3rd party economic analysis regarding the prospective development to determine its viability, which would take into consideration the additional services from the Town that would be necessary to deliver to the property, the anticipated revenues, public improvements necessary for the project, and the level of incentives to provide based on the improvements. If the

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economic incentive analysis is favorable, based on the Town's sole discretion, the Town would then enter into a purchase and sale agreement for the delivery of the property to the developer or the new district and a development and reimbursement agreement that would set forth, among other matters, the incentives available to the project and the developer's performance commitments. Incentives that may be provided as part of the prospective development would only be available to the commercial/retail component of the development since the overall layout of the project consists of a combination of both commercial and residential uses.

In addition, to assist in funding the public improvements for the project, Johnstown Plaza, LLC, a related developer, seeks to have the Johnstown Metropolitan District refinance the existing bonds and, as a part thereof, issue "new money" bonds to cover unreimbursed public improvement expenses, funds that would not have been repaid, if at all, until after the current bonds are paid off. Johnstown Plaza, LLC would then contribute those additional funds for the public improvements associated with the new project. The MOU provides that the Town would engage a third-party consultant to perform an economic analysis of the impact on Johnstown Plaza. If, in the Town's sole discretion, the economic analysis is favorable, the Town would then enter into amended agreements with the Johnstown Plaza Metropolitan District and Johnstown Plaza, LLC.

Outside Counsel has been retained for this project working in concert with the Town Attorney and Town Staff on this project. Costs associated with this work will be reimbursed by the developer. A corresponding expenditure will need to be appropriated for this project and scope of work in what is being characterized as the due diligence period.

LEGAL ADVICE:

The MOU presented was drafted by the Town Attorney in consultation with outside Counsel and Town Staff.

FINANCIAL ADVICE:

Funds have been allocated in FY 2021 for this project.

RECOMMENDED ACTION: Approve the Memorandum of Understanding as presented.

SUGGESTED MOTIONS:

For Approval: I move to approve the Memorandum of Understanding Between The Town Of Johnstown And Developer Concerning Plaza Gardens At Johnstown as presented.

For Denial: I move we deny the Memorandum of Understanding Between The Town Of Johnstown And Developer Concerning Plaza Gardens At Johnstown as presented.

Reviewed and Approved for Presentation,



Town Manager

REVISED DRAFT
McGEADY BECHER P.C.
 April 28 2021

**MEMORANDUM OF UNDERSTANDING
 BETWEEN THE TOWN OF JOHNSTOWN AND DEVELOPER
 CONCERNING PLAZA GARDENS AT JOHNSTOWN**

This non-binding Memorandum of Understanding (“**MOU**”), is made and entered into on this ____ day of May, 2021, by and between the Town of Johnstown, a home rule municipality and political subdivision of the State of Colorado (“**Town**”), and The Plaza of JC, LLC, a Kansas limited liability company (“**Developer**”).

RECITALS:

1. Developer is in negotiations to contract to purchase approximately 150 acres of property located within the boundaries of the Town at the corner of U.S. Interstate 25 and U.S. Highway 60, described on the map attached hereto and incorporated herein by reference as **Exhibit A** (“**Property**”).
2. The Town currently owns approximately 50 +/- acres generally located in the vicinity of the Property (the “**Town Parcel**”).
3. Developer desires to construct a retail shopping center containing approximately 75 acres of new retail uses, and also containing 125 acres of multifamily and single family residences on the Property and the Town Parcel (the “**Project**”).
4. Pursuant to the terms of a purchase and sale agreement to be negotiated between the Town and Developer and/or the New MD (defined below) on the Town Parcel, it is the intent of Developer to have access to the Town Parcel to include it within the Project (the “**PSA**”).
5. Developer and the Town will negotiate on the terms of a Development and Reimbursement Agreement, defined below. The Project will be developed in multiple phases, with Phase I to begin upon closing on the Property.
6. Developer is affiliated with Johnstown Plaza, LLC.
7. Johnstown Plaza, LLC is the developer of the Johnstown Plaza Project and, in that capacity, believes it is entitled to an additional reimbursement for certain public improvement costs and/or verified eligible costs, including interest, related to the Johnstown Plaza Project that have not been previously reimbursed by the Johnstown Plaza Metropolitan District (“**JPMD**”) from the Bonds issued in 2016 by JPMD (the “**2016 JPMD Bonds**”) for which Johnstown Plaza, LLC is now seeking reimbursement (the “**JP Requested Reimbursement**”).

8. Johnstown Plaza, LLC is in discussions with JPMD regarding the possibility of refinancing the 2016 JPMD Bonds and including in the refunding issuance additional Bonds that would fund the JP Requested Reimbursement (the “**JP New Money Bonds**”).

9. Developer and the Town acknowledge that Johnstown Plaza, LLC and the Town will need to enter into one or more amendments to existing agreements related to the pledge of revenues, if the Town agrees to the issuance of the JP New Money Bonds (the “**Amended JP Documents**”). Developer understands and agrees that the Town shall not allow the Credit PIF, as defined in the existing agreements, for payment of JP New Money Bonds to extend beyond December 1, 2046.

10. Johnstown Plaza, LLC has represented, and Developer is representing to the Town, that the JP Requested Reimbursement from the proceeds generated from the JP New Money Bonds would be committed to the funding of public improvements to serve the non-residential portion of the Project (the “**JP Developer Contribution**”).

11. The JP Developer Contribution will not be sufficient to fund the public improvements to serve the non-residential portion of the Project. Developer will therefore be seeking the organization of one or more new metropolitan district(s) (“**New MD**”) to finance, construct operate and maintain the public improvements to serve the non-residential portion of the Project (the “**New MD Bonds**”).

12. Developer has provided the Town with a conceptual drawing, attached hereto and incorporated herein by reference as **Exhibit B**, that generally illustrates the mix of uses to be included in the Project and a preliminary Project layout (“**Conceptual Plan**”).

13. The Town has determined the Project will serve a public use, will promote the health, safety, prosperity, security and general welfare of the inhabitants thereof and of the people of the Town.

14. The Town is authorized to utilize economic incentives to promote and encourage development activity within the boundaries of the Town, including in the Project.

15. The development of the Project will provide more housing options, activities, entertainment, retail, and dining options for current residents, while attracting new residents, job opportunities, and providing economic and social benefits to the Town.

16. If the Town approves the Amended JP Documents, entering into of a Development and Reimbursement Agreement for the Project and a PSA, the Town anticipates amending its sales tax ordinance to provide for the allowance of sales tax credits as well as additional fees on all taxable retail sales within the boundaries of the Project to provide up to 2% credit from the Town’s existing sales tax (“**CPIF**”) to be pledged to payment of the new public debt (“**New Public Debt**”), and the imposition of an additional fee on all taxable retail sales in the amount of 2.5% to be similarly pledged to the payment of the New Public Debt (“**Add-On**”).

PIF”). In no event will the CPIF or Add-On PIF be pledged for payment of Bonds issued to fund public improvements to serve the residential portion of the Project.

17. To provide Developer with assurance of the Town’s intentions, Developer has requested that the Town execute this non-binding MOU at this early stage of the Project to allow Developer time to provide the Town with a Project Summary, as defined below. After receipt of the Project Summary, the Parties shall conduct the PG Economic Impact Analysis, defined below, and the Updated JP Economic Impact Analysis, defined below. If the PG Economic Impact Analysis and the Updated JP Economic Impact Analysis supports the Project, the Town would anticipate negotiating and, if the parties mutually agree to the terms, entering into the Amended JP Documents, Development and Reimbursement Agreement and the PSA on or before the last day of the ninth (9th) month, following the month in the date first set forth above, including the final terms of the parties’ agreement related to the Project (the “**Outside Execution Date**”).

18. Developer has agreed to advance funds to the Town for payment of all of the Town’s expenses to be incurred in the negotiation of this MOU, the preparation of the PG Economic Impact Analysis and the Updated JP Economic Impact Analysis, the Amended JP Documents, the Development and Reimbursement Agreement and the PSA, without regard as to whether the terms of the Amended JP Documents, the Development and Reimbursement Agreement and the PSA are ever agreed to by the Town and Developer.

NOW, THEREFORE, based expressly on Developer’s representations in the Conceptual Plan and otherwise set forth herein, the parties hereby set forth their non-binding understanding of certain of the terms of the Development and Reimbursement Agreement and PSA to be negotiated in good faith, and if all terms are agreed to, executed with regard to the Project, and state as follows:

1. **Recitals.** The Recitals are incorporated as if set forth fully herein.
2. **Project Summary.** Developer shall deliver on or before the last date of the sixth (6th) month, following the month in the date first set forth above, a Project Summary that includes a description of the mix of uses to be included in the Project, the proposed square footage of new retail uses, estimated revenue generation, an illustration of the Project layout, an estimate and general description of the public improvement costs required to support the Project, a timeline for the development and absorption of the uses proposed within the Project, the organization of one or more New MDs, a financing plan for the New Public Debt, and other critical path elements for the Project (the “**Project Summary**”).
3. **Evaluation of Service Costs, Sales Tax Revenue Generation and Town Parcel Property Value.**

(a) **Johnstown Plaza Project Updated JP Economic Impact Analysis.**
When the Johnstown Plaza Project incentive documentation related to the 2016 JP Bonds was

considered for approval, the Town Council received reports and presentations on the economic impacts of the proposed incentives related to the Johnstown Plaza Project. The report prepared by Ray Real Estate Services, Inc. focused on the projection of potential Town revenues, net of any incentives, to be received from the Johnstown Plaza Project. The report prepared by BBC Research and Consulting focused on a forecast of the cost of the provision of services by the Town to the Johnstown Plaza Project offset by the projected net revenue from the Ray Real Estate Services, Inc. Report. The presentation concluded in a projection of the net revenue benefit to the Town of the Johnstown Plaza Project (the “**JP Economic Impact Analysis**”). Developer acknowledges the JP Economic Impact Analysis will need to be updated (the “**Updated JP Economic Impact Analysis**”) and the Town will consider the results of the Updated JP Economic Impact Analysis in determining, in its sole discretion, whether to proceed with the approval of the Amended JP Documents. The Town will also require that it approve all reimbursements to be funded with proceeds from the JP New Money Bonds.

(b) **Plaza Gardens at Johnstown Economic Impact Analysis.** Developer acknowledges that the Town will secure an independent determination as to the value of the Town Parcel (the “**Town Parcel Value**”). Developer acknowledges that an economic impact analysis, prepared by the same consultants, or consultants with substantially similar expertise, will need to be completed for the non-residential portion of the Project and will include in the evaluation the Town Parcel Value (the “**PG Economic Impact Analysis**”). The Town will consider the results of the PG Economic Impact Analysis in determining, in its sole discretion, whether to proceed with the approval of the Reimbursement and Development Agreement and the PSA for the Town Parcel.

4. **Consideration of Service Plan for New MD and Support for Organization of New MD:** The Town agrees to process the review and consideration for approval of a Service Plan for New MD on a schedule that is in sync with the critical path for the Project and is in support of the concept of New MD being the issuer of Bonds to fund the public improvements for the Project.

(a) The Town and the New MD shall enter into an intergovernmental agreement whereby, among other provisions, the New MD shall agree to operate and maintain the Project as a first-class facility and, if not so maintained, shall provide the Town with the right, in its absolute discretion, to demand maintenance and require the imposition of a mill levy to fund operation and maintenance expenses.

(b) The costs associated with issuing any New MD Bonds shall not exceed 4% of the aggregate par value of the Bonds. If a metropolitan district is needed for the residential portion of the Project, one or more separate District(s) may be formed to coordinate the financing, construction and operations any public improvements needed for the Project separate from the non-residential portions of the Project.

(c) In no event will the CPIF or Add-On PIF be pledged for payment of Bonds issued to fund public improvements to serve the residential portion of the Project.

(d) In no event will the JP Developer Contribution be reimbursable to Developer or any other party or third party.

5. **Development and Reimbursement Agreement:** The Development and Reimbursement Agreement will include terms that require:

(a) Prior to issuance of any New MD Bonds, Developer and New MD must obtain the Town's reasonable approval of the Developer Financing Plan. The Developer Financing Plan must set forth the overall financing plan to construct the Project, use of New MD Bond proceeds, and the anticipated CPIF and Add-On PIF derived from the Project. The Town will also require that it approve all public improvements and reimbursements to be funded out of the New MD Bonds. The Developer Financing Plan shall set forth, in a form and substance acceptable to the Town, the following:

- (i) Developer's debt and equity financing necessary to develop the Project, including the JP Developer Contribution;
- (ii) Summary of estimated revenues from the New MD Debt Mill Levy, the CPIF and Add-On PIF;
- (iii) Project pro-forma budget including Project revenues and Project costs; and
- (iv) Underwriting assumptions sufficient for the underwriter of the New MD Bonds to sufficiently evaluate the Developer Financing Plan including financing assumptions and basic operating expense assumptions.

(b) **Release Conditions for CPIF.** Prior to the sharing of CPIF, Developer and the Town shall agree on phasing for the Project and:

- (i) An agreed upon amount and location of public improvements;
- (ii) An agreed upon amount of square footage of sales tax producing retail; and
- (iii) An agreed upon outside date for performance.

(c) **Required Public Improvements.** Developer acknowledges that the Department of Transit and Rail has requested the location of approximately 90 Park and Ride parking spaces to be included in the Project and agrees to work with the Colorado Department of Transportation ("CDOT") to accommodate this request as mutually agreed between CDOT and Developer. Developer further acknowledges that it shall be required to construct on-site and off-site public improvements that will be determined during the land use review process in accordance with the Town's ordinances, rules and regulations. Developer understands and

agrees that the off-site improvements shall include, among other potential improvements: (i) improvements to State Highway 60, as required by and in coordination with the Town and CDOT; (ii) improvements to High Plans Boulevard, as required by and in coordination with the Town and Weld County; (iii) improvements to the Home Supply Ditch, as required by and in coordination with the Town and Consolidated Home Supply Reservoir and Ditch Company; and (iv) undergrounding electric utilities adjacent to the Town Parcel, as required by the Town and in coordination with the Town and the electric utility provider. Any required public improvements that cannot be funded from the proceeds of the JP Developer Contribution and the New MD Bonds shall be the responsibility of the Developer to fund and may be reimbursed by the New MD, however in no event shall those expenses be reimbursed by the New MD from CPIF or from any future Bonds issued by the New MD that are to be repaid from any CPIF.

(d) **Construction Standards.** All construction shall meet the Town's construction standards and requirements.

(e) **Public Bidding Requirements.** The public improvements for the Project shall be publicly bid, with the lowest reasonable responsive bidder being awarded the contract. All costs expended shall be certified by an independent engineer as being, among other things, a public improvement that is within the Service Plan authority of the New MD to provide and does not exceed the reasonable price for the public improvement. General contractor fees are anticipated to be included in the public bid and shall not exceed the industry standard amount. Project management fees may be negotiated between the parties and will not exceed the amount certified by an independent engineer to be reasonable for the services provided. In addition,

- (i) As-Built of the public improvements shall be provided to the Town;
- (ii) Developer and general contractor shall indemnify the Town; and
- (iii) Developer shall reimburse the Town for all costs and fees associated with the Project.

(f) **Payment In Lieu of Taxes Covenant.** The Developer shall impose on the Property and the Town Parcel a Payment In Lieu of Taxes Covenant ("PILOT") that shall require a declaration of covenants, by Developer as declarant, subject to approval by the Town, imposing and implementing a payment in lieu of taxes on all or certain portions of the Project for any uses which are exempt from property taxation under Colorado law.

(g) **CPIF and Add-On PIF.** Concurrently with and after approval of the terms of the Development and Reimbursement Agreement, the Town intends to amend its sales tax ordinance to provide for the allowance of sales tax credits as well as additional fees on all taxable retail sales within the Project's boundaries and subsequently approve a CPIF and an Add-On PIF based on the following conditions: (a) the CPIF will be in an amount up to 2% and the Add-On PIF will be in the amount of 2.5%; (b) the revenue from the CPIF and Add-On PIF shall

be pledged to payment of the New Public Debt; provided however, in no event will the CPIF or Add-On PIF be pledged for payment of Bonds issued to fund public improvements to serve the residential portion of the Project; (c) the Add-On PIF shall not be reduced and shall be continuously imposed until the New Public Debt is completely repaid; (d) the CPIF shall be pledged for payment of the New Public Debt for a maximum duration of thirty (30) years from the date of initial issuance of the New Public Debt; (e) the New Public Debt shall be in the maximum amount of capacity from the bond issuance with all funds being used for the non-residential portion of the Project. In no event will the CPIF or Add-On PIF be pledged for payment of Bonds issued to fund public improvements to serve the residential portion of the Project.

(h) **Timing on Release of Funds**: The parties acknowledge that there will be restrictions on the release of the JP Developer Contribution and the funds in the project fund of the New Public Debt. Developer has requested the restrictions set forth below on the release of those funds. The parties agree that the final restrictions to be included in the Development and Reimbursement Agreement will be negotiated and mutually acceptable to both parties to this MOU, which may include use of an escrow account and the release of funds based upon the satisfaction of certain conditions or thresholds.

(i) **Restrictions on Release of JP Developer Contribution for Construction**. Developer requests that the JP Developer Contribution will be released and allowed to be used for construction when a grading permit has been released for the non-residential portion of the Project.

(i) **Delivery of Opinion Letters**. Enforceability opinions shall be received prior to the issuance of the New Public Debt.

(j) **Raw Water Dedication**. The Town may accept, in its discretion, cash-in-lieu of raw water dedication at the then-existing fair market value for the non-residential portion of the Project, but shall not accept cash-in-lieu for the residential portion.

6. **Subordinate Debt**. To the extent that the New MD is unable to issue New Public Debt in the amount necessary, Developer anticipates financing the difference between the maximum amount forecasted by the bond underwriter and the actual net to Project (“**Subordinate Debt**”). The Town intends to permit the CPIF to be pledged to payment of the Subordinate Debt based on the following conditions: (a) the Subordinate Debt shall not be paid until the New Public Debt is completely repaid; (b) the Subordinate Debt may accrue interest at a reasonable rate to be agreed upon between the parties; (c) the 2.5% Add-On PIF shall not be reduced and shall be continuously imposed until the Subordinate Debt is completely repaid; and (d) the CPIF shall be pledged for the payment of the Subordinate Debt for a maximum period of twenty-five (25) years from the date of the initial issuance of New Public Debt (the clock on the 25 years does not restart when the New Public Debt is refunded).

7. **PSA on Town Parcel.** The Purchase and Sale Agreement on the Town Parcel will contain terms and conditions to be negotiated and a proposed closing to occur at a subsequent time after Town acquisition of the Town Parcel, including but not limited to, the obligation of the Developer to the following provisions:

- (a) Not being in default under the Reimbursement and Development Agreement;
- (b) Completing construction of certain of the public improvements by a date certain; and
- (c) Imposition of a PILOT on the Town Parcel.

8. **Term of MOU.** The term of this MOU shall begin on the day and year first written above and shall expire on the first to occur of the following:

- (a) The date of execution of the Development and Reimbursement Agreement and the PSA; or
- (b) The Outside Execution Date.

IN WITNESS WHEREOF, the parties hereto have caused this non-binding Memorandum of Understanding to be executed the day and year first above written.

TOWN OF JOHNSTOWN, COLORADO

By: _____
Gary Lebsack, Mayor

Attest:

Diana Seele, Town Clerk

THE PLAZA OF JC, LLC

By: _____
Michael Schlup, its Authorized Agent

PROPERTY EXHIBIT

Item #13.

EXHIBIT A

NW1/4 SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST, 6TH P.M.



NOTES:

1. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.

LEGEND

- PROPOSED WELL
- PROPOSED WELL PAD
- PROPOSED FACILITY PAD
- OIL AND GAS OPERATIONS AREA
- 70' WIDE ACCESS EASEMENT
- 800' BUFFER
- PROPERTY LINE
- ALLOCATED LAND (±48.96 ACRES)
- NON-ALLOCATED LAND (±99.29 ACRES)



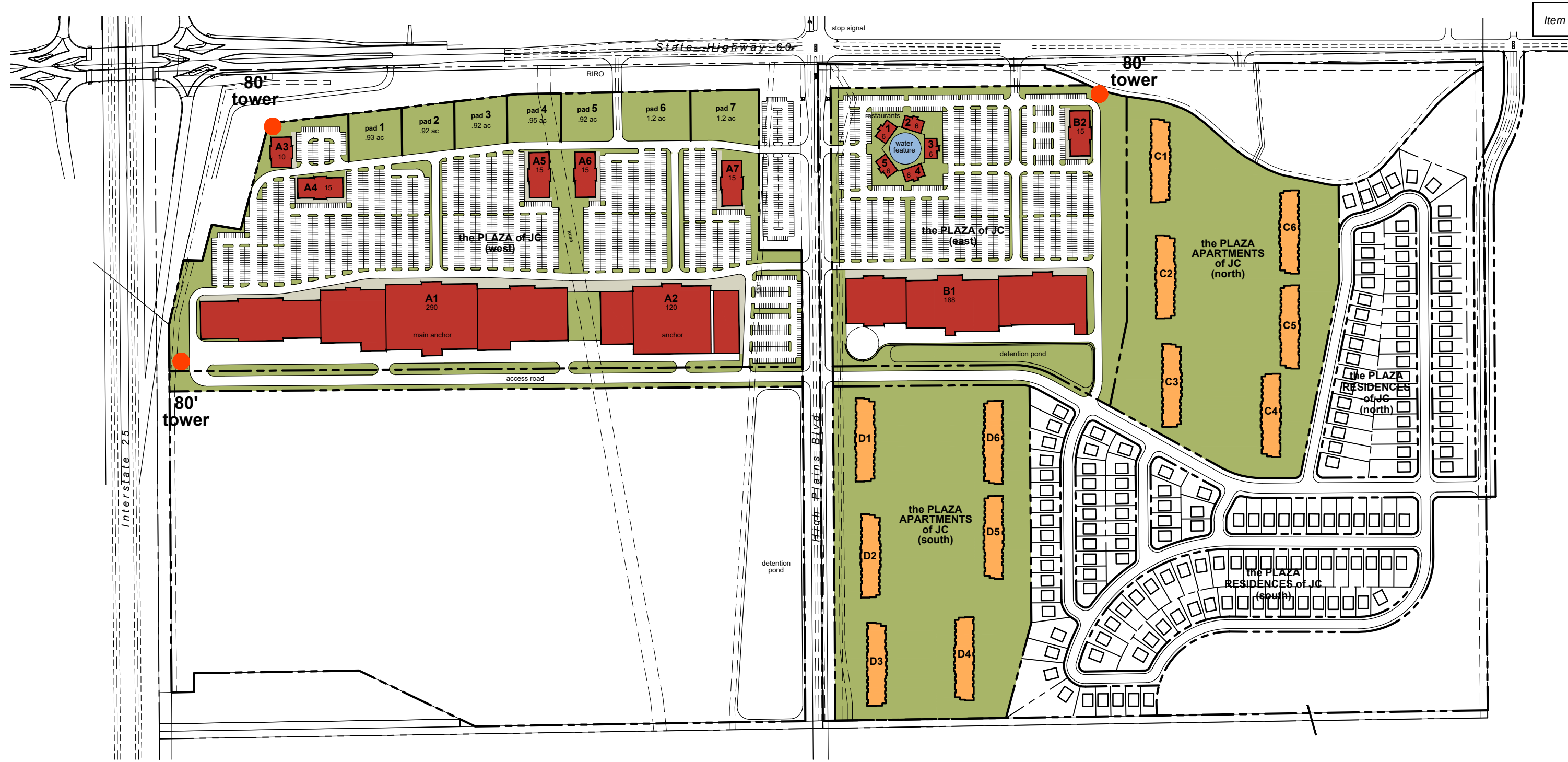
609 CONSULTING, LLC
LOVELAND OFFICE
6706 North Franklin Avenue
Loveland, Colorado 80538
Phone: 970-776-4331

SHERIDAN OFFICE
1095 Saberton Avenue
Sheridan, Wyoming 82801
Phone: 307-674-0609

DATE SURVEYED: N/A
DATE: 7/25/19
DRAFTER: SRS
REVISED: 7/29/19

DATA SOURCES:
- AERIAL COURTESY OF ESRI, INC.
- WATER WELLS COURTESY OF
COLORADO DIVISION OF WATER
RESOURCES

PREPARED FOR:
Kerr-McGee Oil & Gas Onshore



A WEST RETAIL:

acreage.....	55.0 ac
pads sf	42 k
retail sf	480 k
total sf	522 k
	9.5k sf/ac

B EAST RETAIL:

acreage.....	30.5 ac
pads sf	30 k
retail sf	204 k
total sf	234 k
	7.7k sf/ac

C NORTH APARTMENTS:

acreage	23.2 ac
# buildings	6
units/bldg	84
total units	504
apts sf	564 k
ckubhs sf	7 k
self-stor bldg ...	38 k
total sf	609 k
	26.2k sf/ac

D SOUTH APARTMENTS:

acreage	23.6 ac
# buildings	6
units/bldg	84
total units	504
apts sf	564 k
ckubhs sf	7 k
self-stor bldg ...	38 k
total sf	609 k
	25.8k sf/ac

E NORTH SINGLE FAMILY:

acreage	15.5 ac
# homes	57 +/-
	4.5 per ac

F SOUTH SINGLE FAMILY:

acreage	37.9 ac
# homes	101 +/-
	4.5 per ac

Overall Site Plan " B3 "

April 19, 2021

