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

Members of the audience are invited to speak at the Council meeting. Public Comment (item No. 5) is reserved for citizen comments on items not contained on the printed agenda. Citizen comments are limited to three (3) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position.

1) CALL TO ORDER
   A) Pledge of Allegiance

2) ROLL CALL

3) AGENDA APPROVAL

4) RECOGNITIONS AND PROCLAMATIONS

5) PUBLIC COMMENT (three-minute limit per speaker)

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

6) CONSENT AGENDA
   A) Town Council Special Meeting Minutes – May 26, 2020
   B) Town Council Meeting minutes June 1, 2020
   C) Town Council Special Meeting Minutes – June 2, 2020
   D) May Financials
   E) *2nd Reading of Ordinance 2020-180, an Ordinance Approving I-25 Gateway Center Filing No 4 PUD Amendment
   F) Water and Sewer Service Agreement Liberty Development Lot 5

7) TOWN MANAGER REPORT

8) TOWN ATTORNEY REPORT

9) OLD BUSINESS

10) NEW BUSINESS
    A. Public Hearing – Transfer of Ownership – Hotel and Restaurant Liquor License #35-31699-0000 from Ajuua Junior to Los Dos Garcia’s, LLC
    B. I-25 East Frontage Road 12” Water Line Project
    C. COVID 19 Discussion

11) COUNCIL REPORTS AND COMMENTS

12) MAYOR’S COMMENTS
13) EXECUTIVE SESSION
   A. For the purpose of determining positions relative to matters that may be subject to negotiations, under C.R.S. Section 24-6-402(4)e. – Potential 402 Interchange IGA

14) ADJOURN

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

AGENDA

• Special Meeting Minutes – May 26, 2020
• Regular Meeting Minutes – June 1, 2020
• Special Meeting Minutes – June 2, 2020
  • May Financials
• 2nd Reading of Ordinance 2020-180
• Water and Sewer Service Agreement
AGENDA DATE: June 15, 2020

ITEM NUMBER: 6A-F

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk, Town Manager, Finance Director

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

A) Council Special Meeting Minutes – May 26, 2020
B) Council Regular Meeting Minutes – June 1, 2020
C) Council Special Meeting Minutes – June 2, 2020
D) May Financials
E) *2nd Reading - Ordinance 2020-180, An Ordinance Approving I-25 Gateway Center Filing No. 4 PUD Amendment #3
F) **Water and Sewer Service Agreement Liberty Development Lot 5 2534 Filing 20

* Ordinance 2020-180, was introduced and approved on first reading at the June 1, meeting. This ordinance amends the I-25 Gateway Center Filing No. 4 PUD Outline Development Plan adding vehicle sales and rentals as a conditional use and providing details regarding the display requirements, modifying the standard parking open space length to 18 feet on the condition that the space does not interfere with walkways required by the ADA and provides a minimum width of 6 feet when adjacent to landscaped areas or walkways; removing the right to post temporary signs and removing the requirement that roof colors be dark green.

**Enclosed for Council’s review and approval is a Water and Sewer Service Agreement for a 2 story 12,578 square foot office building located in 2534 on Lot 5 Liberty Development. The agreement was compiled by town engineers and attorneys, and is in full compliance with Town code.

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

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

For Denial:
Council Minutes
(Special Meeting May 26, 2020)
The Town Council of the Town of Johnstown met on Tuesday, May 26, 2020 at 7:00 p.m. in a virtual meeting for reasons related to COVID19.

Mayor Lebsack led the Pledge of Allegiance.

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

Councilmember Lemasters was absent.

The following staff members were also present in the remote meeting: Avi Rocklin, Town Attorney, Matt LeCerf, Town Manager, and Jamie Desrosier, Communication Manager.

Agenda Approval

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

New Business

A. COVID-19 Update – Consider changes and improvements to accommodate Restaurant and Liquor Licensing during COVID-19- Resolution 2020-15, Resolution Supporting Local Restaurant Establishments and Authorizing the Use of Public Rights of Way and Public Spaces for the Expansion of Business Operations and the Temporary Modification of Liquor License Premises. The Colorado Liquor Enforcement Division adopted Emergency Regulation 47-302(F) to allow on-premises liquor licensed establishments to temporarily expand their licensed premises into sidewalks, streets and parking lots, which will allow restaurants to operate and maintain social distancing. Councilmember Berg made a motion seconded by Councilmember Tallent to approve Resolution 2020-15 and the Temporary Street/Sidewalk Use Permit regulations as presented. Motion carried with a roll call vote.

There being no further business to come before Council the meeting adjourned at 8:10 p.m.

Mayor

Town Clerk
Council Minutes
(Regular Meeting June 1, 2020)
The Town Council of the Town of Johnstown met on Monday, June 1, 2020 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Lebsack led the Pledge of Allegiance.

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

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

Agenda Approval

Councilmember Mellon made a motion seconded by Councilmember Lemasters to approve the Agenda as submitted. Motion carried with a roll call vote.

Consent Agenda

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

- May 18, 2020 Council Meeting Minutes
- List of Bills
- Resolution 2020-16, Authorizing the Town of Johnstown to enter into Agreements with J-25 Land Holdings, LLC and Rocksol Consulting Group, Inc. to act as an Intermediary for Completion of Intersection Improvements; Appropriating Funds

Motion carried with a roll call vote.

New Business

A. Public Hearing – I-25 Gateway Center Filing No. 4 – PUD Amendment #3
The owner, I-25 Gateway Center, LLC, is requesting an amendment to the I-25 Gateway Center Filing No. 4 PUD Outline Development Plan to add vehicle sales and rentals as a conditional use and providing details regarding the display requirements, modifying the standard parking space length to 18 feet on the condition that the space does not interfere with walkways required by the Americans with Disabilities Act and provides a minimum width of 6 feet when adjacent to landscaped areas or walkways; removing the right to post temporary signs; and removing the requirement that roof colors be dark green.

Mayor Lebsack opened the Public Hearing at 7:19 p.m. Mr. Jeff Vogel, Vogel and Associates, representing the applicant was present to answer questions. Having no public comment the public hearing was closed at 7:37 p.m.
Councilmember Berg made a motion seconded by Councilmember Lemasters to approve Ordinance 2020-180, An Ordinance approving I-25 Gateway Center Filing No. Four PUD Amendment No. three, Amending the Outline Development Plan for property located in the Southeast Quarter of Section 3, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, Containing Approximately 45.457 Acres. Motion carried with a roll call vote.

B. Agreement for Professional Services between the Town of Johnstown and Otak, Inc. – The Town issued an RFP for professional design services to design the Little Thompson River Trail Project. The trail will run parallel to the Little Thompson River north of WCR 46.5 to WCR 19. Staff received eight responses to their request, after review of the proposals, staff is recommending Otak, Inc. Councilmember Lemasters made a motion seconded by Councilmember Young to approve the agreement for professional services between the Town of Johnstown and Otak, Inc. as presented with a not to exceed amount of $118,055 as authorized by the Town Manager. Motion carried with a roll call vote.

COVID 19 update - Weld County Commissioners, Scott James, Barbara Kirkmeyer, and Kevin Ross addressed Council in reference to the letter the Town sent to Weld County requesting they either apply for a county-wide variance or submit a limited variance for the Town of Johnstown to the State as per the Fourth Amended Public Health Order 20-28, to assist Johnstown businesses located in Weld County to open with rules and expectations to keep residents safe and enable the businesses to open without fear of retribution by the State. Commissioners James, Kirkmeyer and Ross presented a letter to Council drafted by Mr. Bruce Barker, Weld County Attorney stating there is no reason to request for a variance from Public Health Order 20-28 as he feels it is not valid and has no legal effect. They also stated Weld County is pro businesses reopening and elected officials have the authority to open up their community in a safe and responsible manner. The Commissioners also stated if businesses were challenged, the businesses would receive support of Weld County. Town Council requested the town attorney draft a Resolution affirming support for businesses to reopen.

There being no further business to come before Council the meeting adjourned at 9:00 p.m.

Mayor

Town Clerk
Council Minutes
(Special Meeting June 2, 2020)
The Town Council of the Town of Johnstown met in a Special Meeting on Tuesday, June 2, 2020 at 7:00 p.m. in a virtual meeting for reasons related COVID19.

Mayor Lebsack led the Pledge of Allegiance.

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

The following staff members were also present in the virtual meeting: Avi Rocklin, Town Attorney, Matt LeCerf, Town Manager and Jamie Desroiser, Communication Manager.

Agenda Approval

Councilmember Lemasters made a motion seconded by Councilmember Young to approve the Agenda. Motion carried with a roll call vote.

New Business

A. Resolution 2020-17 – Resolution Supporting Business Establishments Located in the Weld County Portion of the Town. Resolution 2020-17 was drafted to affirm Council’s support of the reopening of businesses in the Town of Johnstown, consider the position of the county’s orders that allow local businesses to open and endorses the decisions of community businesses to open when using appropriate safety protocols to prevent the spread of COVID-19. Councilmember Tallent made a motion seconded by Councilmember Berg to approve Resolution 2020-17. Motion carried with a roll call vote.

There being no further business to come before Council the meeting adjourned at 7:23 p.m.

Mayor

Town Clerk
Financial Statements
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending May 31, 2020
Unaudited

<table>
<thead>
<tr>
<th>General Fund</th>
<th>2020 Actuals</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance</td>
<td>37,228,247</td>
<td>37,228,247</td>
<td></td>
</tr>
</tbody>
</table>

**Revenues:**
- Taxes & Fees: 5,852,295 vs. 12,631,080 (46.3%)
- Licenses & Permits: 1,155,817 vs. 828,200 (139.6%)
- Fines & Forfeitures: 44,854 vs. 171,000 (26.2%)
- Intergovernmental: 99,688 vs. 15,000 (664.6%)
- Earnings on Investment: 117,474 vs. 288,000 (40.8%)
- Miscellaneous Revenue: 83,972 vs. 216,200 (38.8%)
- Total Operating Revenues: 7,354,101 vs. 14,149,480 (52.0%)

**Expenditures:**
- Legislative: 313,021 vs. 978,200 (32.0%)
- Town Manager: 101,587 vs. 722,750 (14.1%)
- Town Clerk: 108,194 vs. 338,850 (31.9%)
- Finance: 63,292 vs. 230,950 (27.4%)
- Planning: 184,501 vs. 762,600 (24.2%)
- Building Inspections: 75,274 vs. 236,200 (31.9%)
- Police: 1,280,275 vs. 3,522,080 (36.3%)
- Public Works: 44,173 vs. 133,650 (33.1%)
- Buildings: 85,509 vs. 210,200 (40.7%)
- Total Expenditures: 2,798,333 vs. 21,233,140 (13.2%)

**Excess (Deficiency) of Revenues and Other Sources over Expenditures:** 4,555,767 vs. (7,083,660)

Prior Period Adjustment

**Ending Fund Balance**: 41,784,014 vs. 30,144,587

* - Unaudited

42% of the fiscal year has elapsed

---

2020 Revenues YTD vs. Budgeted

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>6,000,000</td>
<td>12,000,000</td>
</tr>
<tr>
<td>8,000,000</td>
<td>16,000,000</td>
</tr>
<tr>
<td>10,000,000</td>
<td>20,000,000</td>
</tr>
<tr>
<td>12,000,000</td>
<td>24,000,000</td>
</tr>
<tr>
<td>14,000,000</td>
<td>28,000,000</td>
</tr>
</tbody>
</table>

2020 Expenditures YTD vs. Budgeted

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,000,000</td>
<td>4,000,000</td>
</tr>
<tr>
<td>4,000,000</td>
<td>8,000,000</td>
</tr>
<tr>
<td>6,000,000</td>
<td>12,000,000</td>
</tr>
<tr>
<td>8,000,000</td>
<td>16,000,000</td>
</tr>
<tr>
<td>10,000,000</td>
<td>20,000,000</td>
</tr>
<tr>
<td>12,000,000</td>
<td>24,000,000</td>
</tr>
</tbody>
</table>
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Conservation Trust Fund  
Period Ending May 31, 2020  
Unaudited

<table>
<thead>
<tr>
<th>Conservation Trust Fund</th>
<th>2020 Actuals</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>2020 Actuals</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intergovernmental</td>
<td>19,194</td>
<td>84,800</td>
<td>22.6%</td>
</tr>
<tr>
<td>Earnings on Investment</td>
<td>-</td>
<td>100</td>
<td>0.0%</td>
</tr>
<tr>
<td>Total Operating Revenues</td>
<td>19,194</td>
<td>84,900</td>
<td>22.6%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures:</th>
<th>2020 Actuals</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>-</td>
<td>75,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>-</td>
<td>75,000</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

| Excess (Deficiency) of Revenues and Other Sources over Expenditures | 19,194 | 9,900 |

| Ending Fund Balance* | 19,194 | 9,900 |

* - Unaudited

42% of the fiscal year has elapsed

---

**2020 Revenues YTD vs. Budgeted**

**2020 Expenditures YTD vs. Budgeted**
# Statement of Revenues, Expenditures, and Changes in Fund Balances - Parks and Open Space Fund

Period Ending May 31, 2020

Unaudited

## Parks and Open Space Fund

<table>
<thead>
<tr>
<th></th>
<th>2020 Actuals May</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance</td>
<td>5,544,616</td>
<td>5,544,616</td>
<td></td>
</tr>
</tbody>
</table>

### Revenues:

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>2020 Actuals May</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes &amp; Fees</td>
<td>507,667</td>
<td>359,817</td>
<td>141.1%</td>
</tr>
<tr>
<td>Miscellaneous Revenue</td>
<td>17,406</td>
<td>315,700</td>
<td>5.5%</td>
</tr>
<tr>
<td><strong>Transfers In</strong></td>
<td>0</td>
<td>220,000</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Total Operating Revenues</strong></td>
<td><strong>542,885</strong></td>
<td><strong>895,517</strong></td>
<td><strong>60.6%</strong></td>
</tr>
</tbody>
</table>

### Expenditures:

<table>
<thead>
<tr>
<th>Expenditure Type</th>
<th>2020 Actuals May</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations</td>
<td>112,186</td>
<td>458,750</td>
<td>24.5%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>67,002</td>
<td>728,000</td>
<td>9.2%</td>
</tr>
<tr>
<td><strong>Transfers Out</strong></td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>179,188</strong></td>
<td><strong>1,186,750</strong></td>
<td><strong>15.1%</strong></td>
</tr>
</tbody>
</table>

**Excess (Deficiency) of Revenues and Other Sources over Expenditures**

<table>
<thead>
<tr>
<th></th>
<th>2020 Actuals May</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>363,697</td>
<td>(291,233)</td>
<td></td>
</tr>
</tbody>
</table>

### Ending Fund Balance*

<table>
<thead>
<tr>
<th></th>
<th>2020 Actuals May</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>5,908,313</strong></td>
<td><strong>5,253,383</strong></td>
<td></td>
</tr>
</tbody>
</table>

* - Unaudited

---

**42% of the fiscal year has elapsed**

### 2019 Revenues

<table>
<thead>
<tr>
<th>Revenue Type</th>
<th>2019 Actuals May</th>
<th>2019 Adopted Budget</th>
<th>% Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>1,000,000</td>
<td>1,400,000</td>
<td>400,000</td>
</tr>
</tbody>
</table>

### 2019 Expenditures

<table>
<thead>
<tr>
<th>Expenditure Type</th>
<th>2019 Actuals May</th>
<th>2019 Adopted Budget</th>
<th>% Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures</td>
<td>200,000</td>
<td>300,000</td>
<td>100,000</td>
</tr>
</tbody>
</table>

---
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Street and Alley Fund
Period Ending May 31, 2020
Unaudited

<table>
<thead>
<tr>
<th>Street and Alley Fund</th>
<th>2020 Actuals</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance</td>
<td>8,463,136</td>
<td>8,463,136</td>
<td></td>
</tr>
</tbody>
</table>

**Revenues:**
- Taxes & Fees: 875,569 vs. 838,000 (104.5%)
- Intergovernmental: 105,097 vs. 1,511,650 (7.0%)
- Charges for Services: 387,211 vs. 1,024,000 (37.8%)
- Capital Investment Fees: 1,340,451 vs. 305,000 (439.5%)
- Earnings on Investment: 43,041 vs. 27,000 (159.4%)
- Transfers In: - vs. 2,000,000 (0.0%)

Total Operating Revenues: 2,751,368 vs. 5,705,650 (48.2%)

**Expenditures:**
- Operations & Maintenance: 556,771 vs. 2,284,050 (24.4%)
- Capital: 64,311 vs. 8,684,500 (0.7%)

Total Expenditures: 621,081 vs. 10,968,550 (5.7%)

Excess (Deficiency) of Revenues and Other Sources over Expenditures: 2,130,287 vs. (5,262,900)

Ending Fund Balance*: 10,593,423 vs. 3,200,236

* - Unaudited

42% of the fiscal year has elapsed
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Capital Projects Fund  
Period Ending May 31, 2020  
Unaudited

<table>
<thead>
<tr>
<th>Capital Projects Fund</th>
<th>2020 Actuals</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance</td>
<td>10,994,106</td>
<td>10,994,106</td>
<td></td>
</tr>
</tbody>
</table>

**Revenues:**
- Taxes and Fees: 191,529 vs. 450,000 (42.6%)
- Miscellaneous Revenue: - vs. -
- Interest: 57,413 vs. 79,000 (72.7%)
- Transfers In: - vs. (15,000)
- Total Operating Revenues: 248,942 vs. 514,000 (48.4%)

**Expenditures:**
- Capital Outlay: 7,218 vs. 2,479,700 (0.0%)
- Transfers Out: - vs. - (0.0%)
- Total Expenditures: 7,218 vs. 2,479,700 (0.3%)

**Excess (Deficiency) of Revenues and Other Sources over Expenditures:** 241,724 vs. (1,965,700)

**Ending Fund Balance**

<table>
<thead>
<tr>
<th></th>
<th>2020 Actuals</th>
<th>2020 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ending Fund Balance*</td>
<td>11,235,830</td>
<td>9,028,406</td>
</tr>
</tbody>
</table>

* - Unaudited

42% of the fiscal year has elapsed

### Graphs

#### 2020 Revenues YTD vs. Budgeted
- Revenue: 200,000 vs. [Graph for 200,000]
- Budget: [Graph for Budget]

#### 2020 Expenditures YTD vs. Budgeted
- Expenditures: [Graph for Expenditures]
- Budget: [Graph for Budget]
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Tax Allocation Fund  
Period Ending May 31, 2020  
Unaudited

<table>
<thead>
<tr>
<th>Tax Allocation Fund</th>
<th>2020 Actuals</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance</td>
<td>5,555</td>
<td>5,555</td>
<td></td>
</tr>
</tbody>
</table>

**Revenues:**
- Taxes & Fees: 114,706, 490,000, 23.4%
- Earnings on Investment: - 100, 0.0%

Total Operating Revenues: 114,706, 490,100, 23.4%

**Expenditures:**
- Miscellaneous: 114,706, 490,000, 23.4%

Total Expenditures: 114,706, 490,000, 23.4%

Excess (Deficiency) of Revenues and Other Sources over Expenditures: 0, 100

**Ending Fund Balance***

<table>
<thead>
<tr>
<th>2020 Actuals</th>
<th>2020 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>5,555</td>
<td>5,655</td>
</tr>
</tbody>
</table>

* - Unaudited

42% of the fiscal year has elapsed

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**2020 Revenues YTD vs. Budgeted**

<table>
<thead>
<tr>
<th>0</th>
<th>100,000</th>
<th>200,000</th>
<th>300,000</th>
<th>400,000</th>
<th>500,000</th>
<th>600,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>Budget</td>
<td>Revenue</td>
<td>Budget</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**2020 Expenditures YTD vs. Budgeted**

<table>
<thead>
<tr>
<th>0</th>
<th>100,000</th>
<th>200,000</th>
<th>300,000</th>
<th>400,000</th>
<th>500,000</th>
<th>600,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures</td>
<td>Budget</td>
<td>Expenditures</td>
<td>Budget</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Water Fund  
Period Ending May 31, 2020  
Unaudited

<table>
<thead>
<tr>
<th>Water Fund</th>
<th>2020 Actuals</th>
<th>2020 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>May</td>
<td>18,054,317</td>
<td>18,054,317</td>
<td></td>
</tr>
</tbody>
</table>

**Revenues:**

<table>
<thead>
<tr>
<th></th>
<th>2020 Actuals</th>
<th>2020 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charges for Services</td>
<td>795,624</td>
<td>2,518,000</td>
<td>31.6%</td>
</tr>
<tr>
<td>Total Operating Revenues</td>
<td>795,624</td>
<td>2,518,000</td>
<td>31.6%</td>
</tr>
</tbody>
</table>

**Expenses:**

<table>
<thead>
<tr>
<th></th>
<th>2020 Actuals</th>
<th>2020 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>66,310</td>
<td>522,550</td>
<td>12.7%</td>
</tr>
<tr>
<td>Operations</td>
<td>702,426</td>
<td>1,887,920</td>
<td>37.2%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>334,737</td>
<td>6,853,000</td>
<td>4.9%</td>
</tr>
<tr>
<td>Depreciation</td>
<td>141,170</td>
<td>355,000</td>
<td>39.8%</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Total Operating Expenses</td>
<td>1,244,643</td>
<td>9,618,470</td>
<td>12.9%</td>
</tr>
</tbody>
</table>

**Operating Income (Loss):**

<table>
<thead>
<tr>
<th></th>
<th>2020 Actuals</th>
<th>2020 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>(449,020)</td>
<td>768,395</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Non-Operating Revenues (Expenses):**

<table>
<thead>
<tr>
<th></th>
<th>2020 Actuals</th>
<th>2020 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tap Fees</td>
<td>531,711</td>
<td>804,625</td>
<td>66.1%</td>
</tr>
<tr>
<td>Capital Investment Fees</td>
<td>476,171</td>
<td>100,000</td>
<td>476.2%</td>
</tr>
<tr>
<td>Misc. Revenues</td>
<td>127,479</td>
<td>2,144,000</td>
<td>5.9%</td>
</tr>
<tr>
<td>Interest Expense</td>
<td>82,053</td>
<td>126,000</td>
<td>65.1%</td>
</tr>
<tr>
<td>Total Non-Operating Revenues (Expenses)</td>
<td>1,217,415</td>
<td>3,174,625</td>
<td>38.3%</td>
</tr>
</tbody>
</table>

**Excess (Deficiency) of Revenues and Other Sources over Expenses:**

<table>
<thead>
<tr>
<th></th>
<th>2020 Actuals</th>
<th>2020 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>768,395</td>
<td>(3,925,845)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Ending Cash Balance*:**

<table>
<thead>
<tr>
<th></th>
<th>2020 Actuals</th>
<th>2020 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>18,822,712</td>
<td>14,128,472</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* - Unaudited

42% of the fiscal year has elapsed
**Town of Johnstown, Colorado**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances - Sewer Fund**  
**Period Ending May 31, 2020**  
**Unaudited**

### Sewer Fund

<table>
<thead>
<tr>
<th></th>
<th>2020 Actuals May</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Cash Balance</strong></td>
<td>8,393,987</td>
<td>8,393,987</td>
<td></td>
</tr>
</tbody>
</table>

### Revenues:

<table>
<thead>
<tr>
<th>Description</th>
<th>2020 Actuals</th>
<th>2020 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charges for Services</td>
<td>881,696</td>
<td>1,950,000</td>
<td>45.2%</td>
</tr>
<tr>
<td><strong>Total Operating Revenues</strong></td>
<td>881,696</td>
<td>1,950,000</td>
<td>45.2%</td>
</tr>
</tbody>
</table>

### Expenses:

<table>
<thead>
<tr>
<th>Description</th>
<th>2020 Actuals</th>
<th>2020 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>56,829</td>
<td>310,500</td>
<td>18.3%</td>
</tr>
<tr>
<td>Operations</td>
<td>450,272</td>
<td>1,895,870</td>
<td>23.8%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>516,215</td>
<td>10,874,000</td>
<td>4.7%</td>
</tr>
<tr>
<td>Depreciation</td>
<td>80,417</td>
<td>205,000</td>
<td>39.2%</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>1,103,733</td>
<td>13,285,370</td>
<td>8.3%</td>
</tr>
</tbody>
</table>

### Operating Income (Loss)

<table>
<thead>
<tr>
<th>Description</th>
<th>2020 Actuals</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>(222,037)</td>
<td>(11,335,370)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Non-Operating Revenues (Expenses)

<table>
<thead>
<tr>
<th>Description</th>
<th>2020 Actuals</th>
<th>2020 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Improvement Fees</td>
<td>268,220</td>
<td>660,000</td>
<td>40.6%</td>
</tr>
<tr>
<td>Misc. Revenues</td>
<td>5,100</td>
<td>1,001,000</td>
<td>0.5%</td>
</tr>
<tr>
<td>Interest Expense</td>
<td>12,458</td>
<td>81,000</td>
<td>15.4%</td>
</tr>
<tr>
<td>Transfers</td>
<td>-</td>
<td>10,000,000</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Total Non-Operating Revenues (Expenses)</strong></td>
<td>285,778</td>
<td>11,742,000</td>
<td>2.4%</td>
</tr>
</tbody>
</table>

### Excess (Deficiency) of Revenues and Other Sources over Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>2020 Actuals</th>
<th>2020 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>63,741</td>
<td>406,630</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Ending Cash Balance*

<table>
<thead>
<tr>
<th>Description</th>
<th>2020 Actuals</th>
<th>2020 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>8,457,728</td>
<td>8,800,617</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* - Unaudited

42% of the fiscal year has elapsed
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Drainage Fund
Period Ending May 31, 2020
Unaudited

<table>
<thead>
<tr>
<th>Drainage Fund</th>
<th>2020 Actuals May</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Cash Balance</td>
<td>3,342,074</td>
<td>3,342,074</td>
<td></td>
</tr>
</tbody>
</table>

**Revenues:**

<table>
<thead>
<tr>
<th>Item</th>
<th>2020 Actuals May</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charges for Services</td>
<td>190,092</td>
<td>435,000</td>
<td>43.7%</td>
</tr>
<tr>
<td>Total Operating Revenues</td>
<td>190,092</td>
<td>435,000</td>
<td>43.7%</td>
</tr>
</tbody>
</table>

**Expenses:**

<table>
<thead>
<tr>
<th>Item</th>
<th>2020 Actuals May</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>41,223</td>
<td>143,100</td>
<td>28.8%</td>
</tr>
<tr>
<td>Operations</td>
<td>102,937</td>
<td>345,900</td>
<td>29.8%</td>
</tr>
<tr>
<td>Capital Improvements</td>
<td>58,893</td>
<td>515,000</td>
<td>11.4%</td>
</tr>
<tr>
<td>Transfer Out</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Total Operating Expenses</td>
<td>203,054</td>
<td>1,004,000</td>
<td>20.2%</td>
</tr>
</tbody>
</table>

Operating Income (Loss)  

(12,962)  (569,000)

**Non-Operating Revenues (Expenses):**

<table>
<thead>
<tr>
<th>Item</th>
<th>2020 Actuals May</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Revenues</td>
<td>99,619</td>
<td>50,000</td>
<td>199.2%</td>
</tr>
<tr>
<td>Misc. Revenues</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Interest Expense</td>
<td>9,643</td>
<td>25,200</td>
<td>38.3%</td>
</tr>
<tr>
<td>Total Non-Operating Revenues (Expenses)</td>
<td>109,262</td>
<td>75,200</td>
<td>145.3%</td>
</tr>
</tbody>
</table>

Excess (Deficiency) of Revenues and Other Sources over Expenses

96,301  (493,800)

**Ending Cash Balance**

<table>
<thead>
<tr>
<th>2020 Actuals May</th>
<th>2020 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,438,375</td>
<td>2,848,274</td>
</tr>
</tbody>
</table>

* - Unaudited

42% of the fiscal year has elapsed

---

**2020 Revenues YTD vs. Budgeted**

- Revenue: 0
- Budget: 600,000

**2020 Expenditures YTD vs. Budgeted**

- Expenditures: 0
- Budget: 1,200,000
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Cemetery Perpetual Fund  
Period Ending May 31, 2020  
Unaudited

<table>
<thead>
<tr>
<th>Cemetery Perpetual Fund</th>
<th>2020 Actuals</th>
<th>2020 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>May</td>
<td>Budget</td>
<td></td>
</tr>
<tr>
<td>Beginning Fund Balance*</td>
<td>125,195</td>
<td>125,195</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Revenue</td>
<td>2,514</td>
<td>903</td>
<td>278.4%</td>
</tr>
<tr>
<td>Earnings on Investment</td>
<td>720</td>
<td>100</td>
<td>720.0%</td>
</tr>
<tr>
<td>Total Operating Revenues</td>
<td>3,234</td>
<td>1,003</td>
<td>322.4%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations &amp; Maintenance</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Transfers Out</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excess (Deficiency) of Revenues and Other Sources over Expenditures</td>
<td>3,234</td>
<td>1,003</td>
<td></td>
</tr>
</tbody>
</table>

| Ending Fund Balance* | 128,429 | 126,198 |

* - Unaudited

42% of the fiscal year has elapsed
Town of Johnstown, Colorado

Statement of Revenues, Expenditures, and Changes in Fund Balances - Library Fund
Period Ending May 31, 2020
Unaudited

<table>
<thead>
<tr>
<th>Library Fund</th>
<th>2020 Actuals</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>May</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>3,491,367</td>
<td>3,491,367</td>
<td></td>
</tr>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>-</td>
<td>824,716</td>
<td>0.0%</td>
</tr>
<tr>
<td>Miscellaneous Revenue</td>
<td>83,885</td>
<td>11,000</td>
<td>762.6%</td>
</tr>
<tr>
<td>Capital Investment Fees</td>
<td>268,112</td>
<td>20,000</td>
<td>1340.6%</td>
</tr>
<tr>
<td>Interest</td>
<td>1,809</td>
<td>1,500</td>
<td>120.6%</td>
</tr>
<tr>
<td>Transfers In</td>
<td>-</td>
<td>1,022,660</td>
<td>0.0%</td>
</tr>
<tr>
<td>Total Operating Revenues</td>
<td>353,806</td>
<td>1,879,876</td>
<td>18.8%</td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>113,748</td>
<td>1,589,915</td>
<td>7.2%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>113,748</td>
<td>1,589,915</td>
<td>7.2%</td>
</tr>
<tr>
<td><strong>Excess (Deficiency) of Revenues and Other Sources over Expenditures</strong></td>
<td>240,058</td>
<td>289,961</td>
<td></td>
</tr>
<tr>
<td><strong>Ending Fund Balance</strong></td>
<td>3,731,425</td>
<td>3,781,328</td>
<td></td>
</tr>
</tbody>
</table>

* - Unaudited

42% of the fiscal year has elapsed
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Recreation Center Fund  
Period Ending May 31, 2020  
Unaudited

<table>
<thead>
<tr>
<th>Recreation Center Fund</th>
<th>2020 Actuals</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance*</td>
<td>12,000,000</td>
<td>12,000,000</td>
<td></td>
</tr>
</tbody>
</table>

**Revenues:**

<table>
<thead>
<tr>
<th>Description</th>
<th>2020 Actuals</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfers In</td>
<td>-</td>
<td>600,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>Earnings on Investment</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Operating Revenues</td>
<td>-</td>
<td>600,000</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

**Expenditures:**

<table>
<thead>
<tr>
<th>Description</th>
<th>2020 Actuals</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations &amp; Maintenance</td>
<td>500,000</td>
<td>500,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>7,191,325</td>
<td>12,000,000</td>
<td>59.9%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>7,191,325</td>
<td>12,500,000</td>
<td>57.5%</td>
</tr>
</tbody>
</table>

**Excess (Deficiency) of Revenues and Other Sources over Expenditures**

<table>
<thead>
<tr>
<th>Description</th>
<th>2020 Actuals</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>(7,191,325)</td>
<td>(11,900,000)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Ending Fund Balance***

<table>
<thead>
<tr>
<th>Description</th>
<th>2020 Actuals</th>
<th>2020 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>4,808,675</td>
<td>100,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* - Unaudited

42% of the fiscal year has elapsed
Ordinance 2020-180
TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2020-180

AN ORDINANCE APPROVING I-25 GATEWAY CENTER FILING NO. FOUR PUD AMENDMENT NO. THREE, AMENDING THE OUTLINE DEVELOPMENT PLAN FOR PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONTAINING APPROXIMATELY 45.457 ACRES.

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, I-25 Gateway Center, LLC, a Colorado limited liability company, submitted an application to amend the outline development plan ("ODP") for Gateway Center Filing No. 4; and

WHEREAS, on May 13, 2020, the Planning and Zoning Commission conducted a public hearing and recommended approval of the proposed amendments to the ODP subject to a condition, which condition has been satisfied; and

WHEREAS, on June 1, 2020, the Town Council conducted a public hearing to consider the proposed amendments to the ODP, which included: (i) adding vehicle sales and rentals as a conditional use and providing details regarding the display requirements, (ii) modifying the standard parking space length to eighteen (18) feet on the condition that the space does not interfere with walkways required by the Americans with Disabilities Act and provides a minimum width of six (6) feet when adjacent to landscaped areas or walkways; (iii) removing the right to post temporary signs; and (iv) removing the requirement that roof colors be dark green; and

WHEREAS, based upon the evidence presented at the public hearing and the recommendation of the Planning and Zoning Commission, the Town Council finds that the proposed amendments to the outline development plan for the I-25 Gateway Center, Filing No. 4, are appropriate and in the best interests of the Town.

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

Section 1. Approval of Amended Outline Development Plan. The I-25 Gateway Center, Filing No. Four P.U.D. Amendment No. Three, Outline Development Plan - Final Development
Plan, related to property located in the Southeast Quarter of Section 3, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, containing approximately 45.457 acres, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved.

Section 2. Publication; Effective Date; Recording. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk. Upon its effective date, the Town Clerk is hereby directed to record the I-25 Gateway Center, Filing No. Four-P.U.D. Amendment No. Three, Outline Development Plan-Final Development Plan, as depicted on Exhibit A, with the Office of the Weld County Clerk and Recorder.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 14th day of June, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: [Signature]
Diana Seele, Town Clerk

By: [Signature]
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this 14th day of June, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: [Signature]
Diana Seele, Town Clerk

By: [Signature]
Gary Lebsack, Mayor
Water and Sewer Service Agreement
WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this 8th day of May, 2020, by and between Liberty Development, 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 comprised of approximately 1.93 acres within the Northwest Quarter of Section 14, Township 5 North, Range 68 West of the 6th P.M., also known as Liberty Development Lot 5, 2534 Filing 20, more specifically described in the attached Exhibit A ("Subject Property"); and

WHEREAS, the Subject Property is being developed and is to be leased as a 2-story 12,578 square-foot office 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, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, as amended, ("Ordinance"), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis (March 24, 2020) 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 April 13, 2020, is hereby accepted by the Town. The analysis provided by Developer addresses the projected water and sewer demands for the Project as follows:

<table>
<thead>
<tr>
<th>Development Component</th>
<th>Demand (AF/YR)</th>
<th>Consumption (AF/YR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>In-Building</td>
<td>2.82</td>
<td>0.141</td>
</tr>
<tr>
<td>Landscape Irrigation (non-potable)</td>
<td>1.32</td>
<td>1.126</td>
</tr>
<tr>
<td>Total</td>
<td>4.14</td>
<td>1.267</td>
</tr>
</tbody>
</table>
2. **Water Rights Dedication.**

   a. **Potable Supply.** As a result of prior dedications and adjustments associated with the 2534 Development, there is currently a surplus dedication credit with the Town of approximately 31.34 acre-feet per year of potable water. The Parties and 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 as Exhibit B.

   b. **Non-Potable Supply.** As a result of prior dedications associated with the 2534 Development, there is currently a surplus dedication credit with the Town of approximately 173.61 acre-feet per year of non-potentable water under shares from the Farmers Canal. The Parties and 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 as Exhibit B.

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 2.82 acre-feet per year of potable water supply together with the corresponding sewer service and up to 1.32 acre-feet per year non-potable water supply for landscape irrigation.

4. **Future review of water usage and dedication requirements.** In accordance with Section 13-68(h) of the Ordinance, the Town reserves the right to review actual water usage within the 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 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 Town’s 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 or mailed postage prepaid, certified mail, return receipt requested, as follows:
12. **Waiver.** The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

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

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

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

16. **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.

17. **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 on separate pages*
LIBERTY DEVELOPMENT, LLC

By: _Robin Schmeckle_
Robin Schmeckle

Title: _Manager_

STATE OF COLORADO )
) ss
COUNTY OF _______ )

SUBSCRIBED AND SWORN to before me this 8th day of May, 2020 by Robin Schmeckle as the Manager of Liberty Development, LLC.

Witness my hand and official seal.

JANET J EISENACH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19904012040
MY COMMISSION EXPIRES SEPTEMBER 5, 2022

_Janet J. Eisenach_
Notary Public
17168 N. Frontage Rd
Lafayette, CO 80026
Address
(970) 768-3814
Telephone

My Commission Expires: 9-5-2022
TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: ____________________________
    Gary Lebsack, Mayor

ATTEST:

By: ____________________________
    Diana Seele, Town Clerk
Liberty Development Lot 5 Legal Description

Lot 5, 2534 Filing No. 20, being a replat of Lots 2 and 3, Block 1 of Minor Resubdivision of Lot 25, Block 10, 2534 Filing No. 6, situate in the northwest 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
RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate raw water credit from the Gerrard Family Limited Partnership, LLLP and Thompson Ranch Development Company raw water credit account held by the Town of Johnstown, known as the “2534 Water Bank,” to provide water service to the development known as Liberty Lot Development Lot 5, and any successor occupant of the premises at the same location, pursuant to the Water and Sewer Service Agreement between Liberty Development, a Colorado limited liability company, and the Town of Johnstown dated __________, 20__. The amount of such allocated raw water credit is calculated to be 2.82 acre-feet per year for In-Building Use and 1.48 acre-feet per year for Irrigation Use, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement.

GERRARD FAMILY LIMITED PARTNERSHIP, LLLP

[Signature] Dated: 5/21/2020
Nathan Gerrard, Partner
Gerrard Family Limited Partnership, LLLP

THOMPSON RANCH DEVELOPMENT COMPANY

[Signature] Dated: 5/21/2020
Todd Williams, Vice President
Thompson Ranch Development Company
AGENDA ITEM 7

Town Manager Report
TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: June 15, 2020

CC: Town Staff
Local Media

SUBJECT: Town Manager’s Report

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

- 06/15/2020 – Regular Town Council Meeting
- 07/06/2020 – Regular Town Council Meeting
- 07/20/2020 – Regular Town Council Meeting

Administration, Finance, & Planning

- Liquor Licenses – Johnstown Plaza Liquors, Red Barn Liquors, Candlelight Dinner Playhouse and Johnstown Liquors renewal applications have been submitted to the State for approval. Lazy Dog Tavern has been issued a Temporary Modification of Premises License. Bonefish Grill has submitted paperwork for a Temporary Modification of Premises License. Red Barn Liquors has been issued a Liquor Tastings Permit.
- Municipal Court – Municipal Court resumed court appearances on Monday, June 8, 2020. Two sessions were held, as the March, April and May court cases had to be continued due to the COVID-19 situation. Precautions were taken to maintain the safety of staff, municipal judge and prosecuting attorney.
- 2019 Audit – The audit will commence on June 15 and auditors will be onsite Tuesday and Wednesday of that week.
- HUTF Report – The annual highway users tax report has been filed with the state and will be included in the audited financials when complete.
- Comprehensive Plan – Staff is working with Logan Simpson to wrap up Phase I, which included community engagement and stakeholder discussions (school districts, fire districts, neighboring towns and counties, HOAs, business owners), with a remote Town Hall meeting scheduled for Wednesday, June 17 at 7 PM. This Town Hall meeting will provide a synopsis of what we have heard thus far, provide another avenue to collect input, and kick off Phase 2 of the project. Phase 2 looks at Visioning and Opportunities.

The Community That Cares
The website will be updated as written summaries and drafts are forthcoming, as well as other changes to gather input.

- **Development Interest** – Staff continues to meet with and discuss a variety of projects – both pending and prospective – throughout town. We anticipate three annexation applications moving forward in the next few months, totally 546 acres; several residential subdivisions; as well as new interest in developing a range of multi-family and “carriage house”-type options. Individual site development continues in the 2534/Johnstown Plaza area.

- **Wireless Development** – Staff has worked with Tilson Tech on a new Master License Agreement, utilizing existing templates, to be able to use the Town’s rights-of-way for small cell wireless facilities. No specific locations have yet been applied for or identified. The MLA only licenses the *use* of the right-of-way.

- **CARES Act Funding** – The Town has participated in 5 calls regarding the CARES Act funding which is being distributed by the State through DOLA. Funding qualifications are extremely rigid and we are working with both County governments to negotiate agreements regarding the distribution of this funding. Agreements must be in place not later than July 7.

**Police Department**

*Training*

- **Buildings** – Lights in the Police Department parking lot were repaired by staff. Clear plastic sheeting was also installed at some of the work stations for staff to be protected from any possible COVID-19 issues.

**Public Works Department**

*Streets, Stormwater, & Parks*

- **Cemetery** – Crews are working hard with cutting and trimming at the cemetery. We have hired a surveyor to plot the Cemetery area where the columbarium is to be placed. The columbarium will be located on the SE corner of the Cemetery. Once completed, a pad will be poured to prepare for the placement of the columbarium. We will be bringing an award request to Council for the unit in July.

- **Parks** – Staff is continuing to disinfect playground equipment on a daily schedule, except on the weekends. Grass is green and growing and keeping crews busy.

- **Streets** – Grading of CR 3 has become a weekly event due to extra traffic from the closure of the East Frontage Road. Mag chloride has been added to CR3 and 20C to help with dust control and prevent wash boarding and ruts. Staff also graded CR 44 and 46 twice in the last couple weeks.

- **Downtown** – Flowers were installed in the Downtown planters

- **Cross walk** – Staff has installed the new ramp for the crosswalk at Molinar and Parish Ave. leading to the YMCA. Pedestrian light should be installed by June 19. Another cross walk will be installed at Herrera in front of the Post Office for safer crossing from the East. Currently, we do not anticipate this being a lighted walk; just a signed walk with street markings.

- **CR 50** – The CR50 project has started. Connell resources began work on the June 8. Work is scheduled to be finished by early September.
• **Chapman Reservoir** – A new staff gauge was installed to help with visual reading. Mountain View Farms, Inc. and the Town have shared in the cost. This was a request from the Water Commissioner for our area.

• **Sewer lines** – Inspections of some sewer lines were done to survey the need for replacement. Approximately 1000 feet of video lines are under review. Cleaning of lines is also being done around Town. Staff is also getting quotes for some manhole rehabilitation work to be completed this year.

• **Water lines** – We have gone out to bid for the installation of a 12 inch waterline running 1700 linear feet south from the East Frontage Road and Ronald Reagan Blvd intersection. This project is part of an agreement between Johnstown, Little Thompson Water District, and CDOT. CDOT is funding this project and Little Thompson is making the Town whole with water shares. We will also be bidding out the replacement of the Columbine waterline between N. 2nd and Charlotte in the next two weeks.

• **Storm** – Design for the Old Town storm project is about 70% completed. This project will include multiple inlets and piping in and around Greeley, Fremont and Estes area. Along with inlets and piping, new roadway construction of certain areas will be added to control the surface runoff. We are hope to get a DOLA grant for some of the funding for this project. The grant application is due by August 1.

**Water and Wastewater Plants**

• **Central Plant WWTP** – The aeration project at the Central WWTP is finally complete. The manual bar screen was installed to finish the project. The new polymer skid installation has improved TSS. Installation of auto samplers are being done at both plants. Replacement of Pond #2 VFD has been completed.

• **Low Point Expansion** – Aqua Engineering continues to assess our plant as required by CDPHE. They are also working on the expansion design.

• **Water plant** – Tank vents were installed on the two 750,000-gallon tanks. These were the last items to be completed for the 2018 Sanitary survey that was conducted by CDPHE. Unfortunately, during installation of the vent on the south tank, it was discovered that the supports on the roof were decaying. We are looking to get some estimates to either repair or replace the roof in 2021. Two new polymer pumps were purchased and installed. Re-modified one of the two alum tanks at the plant to use for polymer storage. We are still waiting on the new solenoid valves that were damaged during the flood at the plant.
AGENDA ITEM 10A

Public Hearing
Transfer of Hotel & Restaurant License
LIQUOR LICENSE PUBLIC HEARING PROCEDURE –

Transfer of Ownership Ajuua Junior, LLC

1. Open public hearing.
2. Receive information from staff.
3. Receive information from applicant.
4. Receive information from “parties in interest.” Parties in interest may also cross-examine the applicant.

   (Parties in interest include adult residents of the designated neighborhood, the owner or manager of any business located within the designated neighborhood and the representative of any school within 500 feet of the proposed license. The representative of any organized neighborhood group within the designated neighborhood may present evidence, but may not cross-examine witnesses.)

5. Discretionary: Receive information from “others.” (Only if the testimony would aid Council in considering the application.)
6. Additional questions from Council, if any.
7. Close the public hearing. (No more questions from Council.)
8. Discussion and deliberation among Council.

SUGGESTED MOTIONS

For Approval: I move to approve the Application for a Transfer of Ownership for the Hotel & Restaurant License from Ajuua Junior, LLC to Los Dos Garcia’s LLC

For Denial: I move to deny approval of the Application for a Transfer of Ownership for the Hotel & Restaurant License from Ajuua Junior, LLC to Lost Dos Garcia’s LLC.
AGENDA DATE: June 15, 2020
ITEM NUMBER: 10A
SUBJECT: Public Hearing – Consider Transfer of Ownership for Ajuua Junior, LLC License
ACTION PROPOSED: Approve the Application for Transfer of Ownership
ATTACHMENTS: 1. Application for Transfer of Ownership
  2. Diagram of the Premises
  3. Police Report
PRESENTED BY: Town Clerk and Town Attorney

AGENDA ITEM DESCRIPTION:
Los Dos Garcia’s, LLC a Colorado limited liability company, 1324 W 111th Place, Northglenn, Co 80234 has submitted an application to the Town for a Transfer of Ownership for Ajuua Junior LLC located at 257 Johnstown Center Drive #104, and, pursuant to state law, for any transfer of ownership, application must be made to the State and local licensing authorities. The key issue in considering such an application is the “character of the applicant.” The Police Department report is attached for your reference and shows no problems with the proposed transfer of ownership. The Town Attorney has reviewed all of the documents and has indicated that the documentation complies with the requirements under State law. Based upon the review, the Town is recommending approval of the transfer of the Hotel & Restaurant License for Ajuua Junior, LLC to Los Dos Garcias, LLC.

The Town Council acts as the Local Licensing Authority and is responsible for reviewing,

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

FINANCIAL ADVICE: N/A.

RECOMMENDED ACTION: Approve the request for Transfer of Ownership of the Hotel & Restaurant License for Ajuua Junior, LLC.

SUGGESTED MOTIONS:

For Approval:
I move to approve the application for the Transfer of Ownership for the Hotel & Restaurant License from Ajuua Junior, LLC. to Los Dos Garcia’s LLC.
**For Denial:**
I move to deny approval of the application for the Transfer of Ownership for Hotel & Restaurant License from Ajuua Junior, LLC. to Los Dos Garcia’s LLC.

**Reviewed and Approved for Presentation:**

__________________________________________
Town Manager
# Colorado Liquor
Retail License Application

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor)

1. Applicant is applying as a/an
   - Limited Liability Company
   - Corporation
   - Partnership

2. Applicant if an LLC, name of LLC; if partnership, at least 2 partner’s names; if corporation, name of corporation
   - **Los Dos Garicas LLC**
   - **Los Dos Garcia's Mexican Restaurant**
   - **55614438**
   - **Business Telephone**

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
   - 257 Johnstown Center Drive

4. City: **Johnstown**
   - County: **Weld**
   - State: **CO**
   - ZIP Code: **80534**

5. Email Address: **losdosgarcias11@gmail.com**

6. If the premises currently has a liquor or beer license, you must answer the following questions

<table>
<thead>
<tr>
<th>Present Trade Name of Establishment (DBA)</th>
<th>Present State License Number</th>
<th>Present Class of License</th>
<th>Present Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ajuma Junior LLC</td>
<td>735-31699-0000</td>
<td>Hotel &amp; Restaurant</td>
<td>10/24/20</td>
</tr>
</tbody>
</table>

**Section A** Nonrefundable Application Fees

- Application Fee for New License: $1,550.00
- Application Fee for New License w/Concurrent Review: $1,650.00
- Application Fee for Transfer: $1,550.00

**Section B** Liquor License Fees

- Add Optional Premises to H & R: $100.00 X __________ Total
- Add Sidewalk Service Area: $75.00
- Arts License (City): $308.75
- Arts License (County): $308.75
- Beer and Wine License (City): $351.25
- Beer and Wine License (County): $436.25
- Brew Pub License (City): $750.00
- Brew Pub License (County): $750.00
- Campus Liquor Complex (City): $500.00
- Campus Liquor Complex (County): $500.00
- Campus Liquor Complex (State): $500.00
- Club License (City): $308.75
- Club License (County): $308.75
- Distillery Pub License (City): $750.00
- Distillery Pub License (County): $750.00
- Hotel and Restaurant License (City): $500.00
- Hotel and Restaurant License (County): $500.00
- Hotel and Restaurant License w/one opt premises (City): $600.00
- Hotel and Restaurant License w/one opt premises (County): $600.00
- Liquor-Licensed Drugstore (City): $227.50
- Liquor-Licensed Drugstore (County): $312.50
- Lodging & Entertainment - L&E (City): $500.00

Questions? Visit: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information

Do not write in this space - For Department of Revenue use only

<table>
<thead>
<tr>
<th>Liability Information</th>
<th>License Account Number</th>
<th>Liability Date</th>
<th>License Issued Through (Expiration Date)</th>
<th>Total</th>
</tr>
</thead>
</table>


<table>
<thead>
<tr>
<th>Name</th>
<th>Type of License</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Los Dos Garcia’s Mexican Restaurant</td>
<td>Hotel - Restaurant</td>
<td></td>
</tr>
</tbody>
</table>

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?  
   Yes ☐ No ☑

8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):
   a. Been denied an alcohol beverage license? ☐
   b. Had an alcohol beverage license suspended or revoked? ☑
   c. Had interest in another entity that had an alcohol beverage license suspended or revoked? ☐

If you answered yes to a, b or c, explain in detail on a separate sheet.

9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.
   ☑

10. Are the premises to be located within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ☐

Waiver by local ordinance? ☑ or ☐
Other: 

11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (> ) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.
   ☐

12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐

13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? ☐

14. b. Are you a Colorado resident? ☐

15. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee. ☐

16. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? ☐
   - Ownership ☑ Lease ☐ Other (Explain in Detail) ☐
   a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:

<table>
<thead>
<tr>
<th>Landlord</th>
<th>Tenant</th>
<th>Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tus Nua, LLC</td>
<td>Los Dos Garcia's LLC</td>
<td>01-31-2024</td>
</tr>
</tbody>
</table>

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. ☐

c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".

16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Date of Birth</th>
<th>FEIN or SSN</th>
<th>Interest/Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>First Name</td>
<td>Date of Birth</td>
<td>FEIN or SSN</td>
<td>Interest/Percentage</td>
</tr>
</tbody>
</table>

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:
   Has a local ordinance or resolution authorizing optional premises been adopted? ☐

   Number of additional Optional Premise areas requested. (See license fee chart) ☐

18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions. ☑

19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:
   a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant’s LLDS premise? ☐
   If "yes" a copy of license must be attached. ☒
Name: **Los Dos Garcias LLC**  
Type of License: Hotel - Restaurant  
Account Number:  

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**
   
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?  
   b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?  
   c. How long has the club been incorporated?  
   d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?  

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:
   
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)
   
22. Campus Liquor Complex applicants answer the following:
   
a. Is the applicant an institution of higher education?
   b. Is the applicant a person who contracts with the institution of higher education to provide food services?
      If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants,
   
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.
   
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

<table>
<thead>
<tr>
<th>Last Name of Manager</th>
<th>First Name of Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Garcia</strong></td>
<td><strong>Jesus</strong></td>
</tr>
</tbody>
</table>

24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.

25. Related Facility - Campus Liquor Complex applicants answer the following:
   
a. Is the related facility located within the boundaries of the Campus Liquor Complex?
      If yes, please provide a map of the geographical location within the Campus Liquor Complex.
      If no, this license type is not available for uses outside the geographical location of the Campus Liquor Complex.
   
b. Designated Manager for Related Facility - Campus Liquor Complex

<table>
<thead>
<tr>
<th>Last Name of Manager</th>
<th>First Name of Manager</th>
</tr>
</thead>
</table>

26. Tax Information.
   
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?
   
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

<table>
<thead>
<tr>
<th>Name</th>
<th>Home Address, City &amp; State</th>
<th>DOB</th>
<th>Position</th>
<th>% Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Jesus Garcia L.</strong></td>
<td>1324 W 111th Pl, Northglenn Co</td>
<td></td>
<td>President</td>
<td>40%</td>
</tr>
<tr>
<td><strong>Jessica Garcia T.</strong></td>
<td>1324 W 111th Pl, Northglenn Co</td>
<td></td>
<td>Manager</td>
<td>30%</td>
</tr>
<tr>
<td><strong>Owner</strong></td>
<td>Home Address, City &amp; State</td>
<td>DOB</td>
<td>Position</td>
<td>% Owned</td>
</tr>
<tr>
<td><strong>Owner</strong></td>
<td>Home Address, City &amp; State</td>
<td>DOB</td>
<td>Position</td>
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</tr>
<tr>
<td><strong>Owner</strong></td>
<td>Home Address, City &amp; State</td>
<td>DOB</td>
<td>Position</td>
<td>% Owned</td>
</tr>
<tr>
<td><strong>Owner</strong></td>
<td>Home Address, City &amp; State</td>
<td>DOB</td>
<td>Position</td>
<td>% Owned</td>
</tr>
</tbody>
</table>

**If applicant is owned 100% by a parent company, please list the designated principal officer on above.**

**Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)**

**If total ownership percentage disclosed here does not total 100%, applicant must check this box:**

[X] Applicant affirms that no individual other than those disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.
**Name**: LOS DOS GARCIA, UC  
**Type of License**: Hotel - Restaurant  
**Account Number**:  

---

**Oath Of Applicant**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

**Authorized Signature**:  
**Printed Name and Title**:  
**Date**:  

---

**Report and Approval of Local Licensing Authority (City/County)**

<table>
<thead>
<tr>
<th>Date application filed with local authority</th>
<th>Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 12, 2020</td>
<td></td>
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</tbody>
</table>

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of liquor code provisions affecting their class of license

(Check One)

- Date of inspection or anticipated date  
- Will conduct inspection upon approval of state licensing authority

---

<table>
<thead>
<tr>
<th>Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of &gt; 10,000?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of &lt; 10,000?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE**: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

| Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? | | |

The foregoing application has been examined, and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.

---

**Local Licensing Authority for**  
**Telephone Number**  
□ Town, City  
□ County

<table>
<thead>
<tr>
<th>Signature</th>
<th>Print</th>
<th>Title</th>
<th>Date</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Print</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>
Diagram of Premises
Police Report
TOWN OF JOHNSTOWN POLICE DEPARTMENT

Information 3.2% Beer or Liquor Application

1. Trade Name and Address: Los Dos Garcias, Mexican Restaurant
   257 Johnstown Center
   Johnstown, CO 80534

2. Date of Application: March 12, 2020

3. Type of Application: Hotel & Restaurant License

4. Documents Accompanying Application
   A. Local and State License Fees: Submitted with application
   B. Evidence of Correct Zoning: PUD
   C. Building Plans and or Sketch of Interior: Submitted
   D. Distance from School as per State: N/A
   E. Deed or Lease or Assignment of Lease or Ownership: Lease

5. Evidence of Public Notice
   A. Posting of Premises: Posted May 28, 2020
   B. Legal Publication: Johnstown Breeze May 28, 2020

6. Investigation: Police Department Case#
   A. Applicant has made application for a Transfer of a Hotel & Restaurant License.
   B. Background Investigation: Applicant has been fingerprinted and background check completed

7. Findings of fact:
   A. The required fees were submitted.
   B. It is my recommendation the Transfer be approved.

[Signature]
CHIEF OF POLICE

[Signature] 5/22/2020
DATE
AGENDA ITEM 10B

I-25 East Frontage Road 12” Water Line Project
AGENDA DATE: June 15, 2020

ITEM NUMBER: 10B

SUBJECT: I-25 East Frontage Road 12” Water Line Project

ACTION PROPOSED: Approve Staff to Award Project and Hire Contractor

ATTACHMENTS: 1. Resolution 2020-18
                2. Construction drawings
                3. Bid Packet

PRESENTED BY: Marco Carani, Director of Public Works

AGENDA ITEM DESCRIPTION:
Enclosed for your review and consideration is a request to permit the Town Manager to execute a contract to hire based on the low bid and qualifications a Contractor to install a 12” water line on the I-25 East frontage Road, from Ronald Reagan Blvd. The water line section is approximately 1700 feet.

Johnstown has been working with Little Thompson Water District to transfer water customers from Little Thompson Water District (LTWD) to Town of Johnstown Water. This agreement came forward when CDOT started the construction of Segment 5. The original scope of work for CDOT, was to replace Little Thompson’s line under I-25. After some discussion with all parties and in an effort to control the overall project costs, an agreement was put in place to transfer customers to the Town and to install a new 12” water line down the East Frontage Road, as well as transfer water services to three homes on the East Frontage Road and 7-11 on Hwy 34. CDOT is funding this project with the cost saving they will experience by not installing the line for Little Thompson (LTWD). Cost for the construction portion of the project is not expected to exceed $190,000.

CDOT’s time frame for completion of this water line is the end of July 2020. We hired Tait Engineering to design this project. Bids have been sent out to 4 local contractors: J&L Pipeline, Northern Colorado Constructors, Temple Construction, and Dunrite Excavating. Bids are due back on Monday June 22, 2020. With the short time frame required by CDOT and the extra week between this and the next Council meeting (July 6, 2020) staff is requesting to permit the Town Manager to award this project to the lowmost qualified bidder not to exceed the amount of $190,000 to be reimbursed by CDOT in order to expedite this project. A budget amendment has already been approved for this project simply on a revenue in, expenditure out basis.

LEGAL ADVICE:
The resolution presented for consideration has been drafted by the Town Attorney.

FINANCIAL ADVICE:
The net impact to the budget is $0.

**RECOMMENDED ACTION:** Approve the Resolution as presented.

**SUGGESTED MOTIONS:**

**For Approval:**
I move that we approve Resolution 2020-18 to permit the Town Manger to execute a contract for the East Frontage waterline project based on the low bid and most qualified contractor for this project not to exceed $190,000.00.

**For Denial:**
I move that we deny Resolution 2020-18 and require staff to provide the final bids to Council for consideration.

**Reviewed and Approved for Presentation:**

__________________________
Town Manager
Resolution
No. 2020-18
TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2020-18

AUTHORIZING THE TOWN MANAGER TO AWARD CONTRACT TO THE LOWEST RESPONSIBLE AND QUALIFIED BIDDER FOR CONSTRUCTION OF THE WATER LINE IMPROVEMENTS REFERENCED IN STATE PROJECT IM 0253-255 (21506)

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

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

WHEREAS, the State of Colorado, by and through the Colorado Department of Transportation (“CDOT”), budgeted and appropriated funds for water line improvements along Interstate 25 between State Highway 402 and State Highway 14, and designated the project as “Project IM 0253-255 (21506)” (“Project”); and

WHEREAS, CDOT requested that the Town undertake construction of the Project with funding from the State of Colorado, and, on May 4, 2020, the Town Council approved a contract with the State of Colorado for the Project (“Contract”); and

WHEREAS, to timely satisfy the terms of the Contract, Town Council desires to authorize the Town Manager to award a contract for the construction of the Project to the lowest responsible and qualified bidder; and

WHEREAS, Town Council finds that it is in the best interest of the Town to adopt this Resolution related to construction of the Project.

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

Section 1: Town Council hereby authorizes the Town Manager to award a contract for the construction of the waterline improvements referenced in State of Colorado Project IM 0253-255 (21506) to the lowest responsible and qualified bidder.

Section 2: This Resolution shall be effective as of the date of its adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of June, 2020.

By: ____________________________        By: ____________________________
    Diana Seele, Town Clerk                Gary Lebsack, Mayor
I-25 FRONTAGE ROAD WATER LINE
TOWN OF JOHNSTOWN
CONSTRUCTION PLANS
IN THE TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

Know what’s below
Call before you dig.

BID SET ONLY - NOT FOR CONSTRUCTION

ENGINEERING   ENVIRONMENTAL   BUILDING   LAND
ASSOCIATES

Since 1964
Know what's below
Call before you dig.
I25 FRONTAGE ROAD WATER LINE
NE FRONTAGE ROAD FROM RONALD REAGAN BLVD TO 1600 FEET SOUTH
JT1101A

TOWN OF JOHNSTOWN

Know what's below
Call before you dig.

5
6163 East County Road 16
Loveland, CO 80537
p: 970.613.1447
www.tait.com

Orange County
San Luis Obispo
Sacramento
Riverside
Denver
Boise
Dallas
Atlanta

Since 1964
ENGINEERING   ENVIRONMENTAL   BUILDING   LAND
ASSOCIATES
I25 FRONTAGE ROAD WATER LINE
NE FRONTAGE ROAD FROM RONALD REAGAN BLVD TO 1600 FEET SOUTH

TOWN OF JOHNSTOWN

Air and Vacuum Valve Detail

Town of Johnstown Fire Hydrant Detail

Town of Johnstown Standard Residential Meter Setting

Town of Johnstown Exterior Water Service Detail

Know what's below
Call before you dig.

R 5
6163 East County Road 16
Loveland, CO 80537
p: 970.613.1447
www.tait.com

Since 1964
Engineering & Environmental Services

TOWN OF JOHNSTOWN

Gate Valve Detail

TOWN OF JOHNSTOWN

Pipe Bending Detail

TOWN OF JOHNSTOWN

Thrust Restraint Detail

BID SET ONLY
NOT FOR CONSTRUCTION

Unauthorized Changes & Omissions

Note to Contractor

811 Call before you dig.

Important:\n- No changes or omissions shall be made to this drawing without written consent of the owner.
- All plans and specifications are subject to change and are proposed for construction only. Any unauthorized changes or omissions to this drawing void all warranties and obligations of the owner.
- All plans and specifications are subject to change and are proposed for construction only. Any unauthorized changes or omissions to this drawing void all warranties and obligations of the owner.
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SPECIFICATIONS

AND

CONTRACT DOCUMENTS

FOR

2020 TOWN OF JOHNSTOWN EAST I-25 FRONTAGE ROAD 12" WATER LINE PROJECT

JUNE 10·2020

OWNER:
TOWN OF JOHNSTOWN
450 S. PARISH ST.
JOHNSTOWN, CO 80534
IMPORTANT

2020 TOWN OF JOHNSTOWN
EAST I-25 FRONTAGE ROAD 12" WATER LINE PROJECT

• This project must be completed on or before August 7, 2020.

• All bids shall specify the anticipated starting and completion dates.

• A mandatory pre-bid meeting will be held at 450 S Parish Street, Johnstown, Colorado on June 15 2020 at 10:00 am.

• Failure to complete the work prior to the above stated date will result in liquidated damages of five hundred dollars ($500.00) per day. Said liquidated damages shall be deducted from the total bid price.

Questions regarding the 2020 TOWN OF JOHNSTOWN East I-25 FRONTAGE ROAD 12" WATER LINE PROJECT should be directed to:

Mr. Marco Carani
Public Works Director
450 S.Parish Street
Johnstown, CO  80534
970-587-4664
INFORMATION FOR BIDDERS

Bids will be received by the Town Clerk of Johnstown, Colorado (herein called the “Town”), at Johnstown Town Hall, 450 S. Parish, Johnstown, CO 80534 until 10:00 a.m. June 22, 2020, and then at said place publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to:

Town Clerk
Town of Johnstown
450 S. Parish
Johnstown, CO 80534

Each sealed envelope containing a bid must be plainly marked on the outside as bid for 2020 TOWN OF JOHNSTOWN EAST I-25 FRONTAGE ROAD 12“WATER LINE PROJECT

and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Town Clerk, Town of Johnstown, 450 S. Parish St., Johnstown, CO 80534.

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. A bid bond, certified check, or money order equaling 5% of the bid amount is required.

The Town may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within 5 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule(s) by examination of the site. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work of the nature of the work to be done.

The Contract Documents contain the provisions required for the construction of the project. Information otherwise obtained from an officer, agent or employee of the Town or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the contract.

You are required by the Information for Bidders to execute the Agreement and furnish Certificates of Insurance and Performance and Payment Bonds within five (5) calendar days from the date of the Notice of Award to you. If you fail to execute said
Agreement and to furnish said Certificates of Insurance and Bonds within five (5) days from the date of the Notice of Award, said Town will be entitled to consider all your rights arising out of the Town's acceptance of your Bid as abandoned. The Town will be entitled to such other rights as may be granted by law.

The Town within five (5) days of receipt of Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Town not execute the Agreement within such period, the bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Town.

The Notice to Proceed shall be issued within seven (7) days of the execution of the Agreement by the Town. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Town and the contractor. If the Notice to Proceed has not been issued within the seven (7) day period or within the period mutually agreed upon, the contractor may terminate the Agreement without further liability on the part of either party.

The Town may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. The Town reserves the right to reject any conditional or qualified bid.

The contractor shall commence work not later than five (5) calendar days after date of the Notice to Proceed issued by the Town to the contractor and shall complete the work as specified, within the time specified. In the event no written Notice to Proceed is issued by the Town, the contract time as specified in the contract shall be counted from the first day of actual work on the project. All work shall be prosecuted in an orderly and diligent manner. The contractor shall cooperate with, and conform to, the request of the Town to expedite particular portions of the work or to suspend or transfer his operations on any portion of the work where such alteration of the contractor’s operations is deemed advisable by the Town.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout. Each bidder is responsible for inspecting the site and informing himself of the conditions under which the work is to be performed and for reading and being thoroughly familiar with the contract or documents. The bidder’s inspection shall cover the ground structure, obstacles which may be encountered, and other matters relevant to the work both above and below ground. The Town shall not be held responsible for any variance or deviation from the data shown on the drawings, as encountered during actual construction. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid. The successful bidder will not be allowed any extra compensation in the form
of contract price or time by any matter or thing on which he could have fully informed the Town of prior to the bidding.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Town.

The successful bidder will provide the Town of Johnstown Public Works Director with a current list of references of previous work performed in this field.
IMPORTANT

NON-COLLUSION STATEMENT

_______________________________________, being first duly sworn, deposes and says that:

(1) He is the ________________________________ (owner, partner, officer, representative or agent) of _____________________________________, the bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any unlawful agreement any advantage against the Town of Johnstown or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners employees, or parties in interest including this affiant.

Signed:
____________________
________________________
(Title)

Subscribed and sworn to before me this _____ day of __________, A.D. 2020.

My Commission expires: _____________________ _____________________

Notary Public
- All bids shall specify the anticipated starting and completion dates.

- All bids tendered shall be accompanied by a bid deposit (bid bond, certified check or money order) equal to five percent (5%) of the total bid. Said sum shall be returned to the successful bidder upon execution of contract. Should the successful bidder fail or refuse to execute contract upon award, said sum shall be forfeited to the Town. Said deposits shall be forthwith returned to all unsuccessful bidders.

- The successful bidder will be required to furnish the following bonds and insurance coverages, or approved substitutes, in lieu thereof:

<table>
<thead>
<tr>
<th>Required / Not Required</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required / Not Required</td>
<td>1. Performance bond, conditioned upon satisfactory and timely completion of the project to be performed – 100% of bid amount.</td>
</tr>
<tr>
<td>Required / Not Required</td>
<td>2. Mechanics and materialmen’s bonds, conditioned upon satisfactory and timely payment of all amounts lawfully due to suppliers of labor and material upon said project – 100% of bid amount.</td>
</tr>
<tr>
<td>Required / Not Required</td>
<td>3. Warranty bond, conditioned upon timely repair of defects and unworkmanlike performance in said project, for a period of one (1) year after completion thereof – <em><strong>5</strong></em>% of bid amount.</td>
</tr>
<tr>
<td>Required / Not Required</td>
<td>4. Proof of workman’s compensation insurance coverage, in conformity with Colorado law, in respect of all persons to be employed on said project, including sub-contractors.</td>
</tr>
<tr>
<td>Required / Not Required</td>
<td>5. Proof of public liability insurance coverage to include bodily injury and property damage equal to or greater than (refer to attached insurance requirements). Said insurance will remain in full force and effect during the term of the contract (Town to be named as an additional insured).</td>
</tr>
<tr>
<td>Required / Not Required</td>
<td>6. Miscellaneous:</td>
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<tr>
<td>Required / Not Required</td>
<td>7. Liquidated damages will be charged at $500.00 per day for non-performance of delivery on or before agreed date.</td>
</tr>
<tr>
<td>Required / Not Required</td>
<td>8. Before final payment all lien waivers on materials and labor will be supplied to Town Clerk.</td>
</tr>
</tbody>
</table>
2020 EAST FRONTAGE ROAD 12” WATER LINE PROJECT
BID FORM

PROJECT IDENTIFICATION:  I-25 Frontage Road Waterline – Town of Johnstown

CONTRACT IDENTIFICATION NUMBER:

THIS BID IS SUBMITTED TO:  Town of Johnstown, Colorado
450 S. Parish Avenue
Johnstown, Colorado  80534

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for forty five (45) days after the day of Bid opening. BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within three days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

<table>
<thead>
<tr>
<th>Date of issue</th>
<th>Number</th>
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</table>

   (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

   (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

   (d) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the
Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents.

(e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(f) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

(g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for themself any advantage over any other Bidder or over OWNER; and

4. BIDDER will complete the work in accordance with the Contract Documents for the following price(s):

   FOR ALL WORK, A LUMP SUM OF:

   __________________________________________________________ Dollars

   ($____________________)

   (use words)

   ($____________________)

   (numerals)

   Contractor to submit Schedule of Values, in support of Lump Sum Price.

5. BIDDER agrees that that the Work will be substantially completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

   BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:

   (a) Required Bid Bond

   (b) Bidder to provide a tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in this Bid per the Instructions to Bidders.

SUBMITTED on ________________, 20_____.

If BIDDER is:

**An Individual**

By ________________________________
(SEAL)

______________________________
(Individual’s Name)

doing business as ________________________________

Business address:

________________________________________

________________________________________

______________________________

Phone No.: ________________________________

**A Partnership**

By ________________________________
(SEAL)

______________________________
(Firm Name)

______________________________
(General Partner)

Business address:

________________________________________

________________________________________

______________________________

Phone No.: ________________________________
A Corporation

By ____________________________________________
(Corporation Name)

______________________________________________
(State of Incorporation)

By ____________________________________________
(Name of person authorized to sign)

______________________________________________
>Title

(Corporate Seal)

Attest _________________________________________
(Secretary)

Business address: __________________________________

______________________________________________

______________________________________________

Phone No.: _________________________________

A Joint Venture

By ____________________________________________
(Name)

______________________________________________
(Address)

By ____________________________________________

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
______________________________________________________as Principal, and
______________________________________________________Surety, are hereby
held and firmly bound unto the Town of Johnstown in the penal sum of __________
______________________________________________________$ ________) for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors and
assigns.

Signed this _______day of __________________, 2020.

The condition of the above obligations is such that whereas the Principal has submitted
to the Town of Johnstown a certain bid, attached hereto and hereby made a part hereof,
to enter into a contract in writing for the

2020 EAST I-25 FRONTAGE ROAD 12” WATER LINE

NOW THEREFORE,

(A) If said bid shall be rejected, or in the alternate,

(B) If said bid shall be accepted and the Principal shall execute and deliver a
contract in the form of contract attached hereto (properly) completed in
accordance with said bid and shall furnish a bond for his faithful
performance of said contract, and for the payment of all persons
performing labor or furnishing materials in connection therewith, and shall
in all other respects perform the agreement created by the acceptance of
said bid,

then this obligation shall be void, otherwise, the same shall remain in force and effect;
it being expressly understood and agreed that the liability of the Surety for any and all
claims hereunder, in no event, exceed the penal amount of this obligation as herein
stated.

The Surety, for value received, hereby stipulates and agrees that the obligations by any
extension of the time within which the Town may accept such bid; and said Surety does
hereby waive notice of any such extension.
IN WITNESS WHEREOF, the Principal and the Surety have hereunder set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By: __________________________.
Principal

_____________________________.

Surety

By: __________________________.
NOTICE OF AWARD

TO: ____________________
____________________
____________________

PROJECT DESCRIPTION:
2020 EAST I-25 FRONTAGE ROAD 12” WATER LINE
The Town, represented by the undersigned, has considered the bid submitted by you for the above described work in response to its Advertisement for bids dated __________________, 2020. You are hereby notified that your bid has been accepted for 2020 EAST I-25 FRONTAGE ROAD 12” WATER LINE in the amount of ________________________________
($ ________________).

You are required by the Information for Bidders to execute the Agreement and furnish the required Certificates of Insurance and Performance and Payment Bonds within five (5) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said certificates and bonds within five (5) days from the date of this Notice, said Town will be entitled to consider all your rights arising out of the Town’s acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Town will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Town.

Dated this ________ day of _____________________, 2020.

The Town of Johnstown

By: ________________________
Title: _______________________

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by ______________________________ this the________ day of __________________, 2020.

By:

______________________
Title: ___________________
AGREEMENT

THIS AGREEMENT, made this _____ day of __________, 2020 by and between the Town of Johnstown and _______________________________ hereinafter called “Contractor”.

WINESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The contractor will commence and complete the construction of **2020 EAST I-25 FRONTAGE ROAD 12” WATER LINE**

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

3. The contractor shall commence and complete the work required by the Contract Documents within the time stated unless the period for completion is extended otherwise by the Contract Documents.

4. The contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for the sum of ________________________________________________________________

   _______________________________________________(______________) for the **2020 EAST I-25 FRONTAGE ROAD 12” WATER LINE**

   The term “Contract Documents” means and includes the following:
   (A) Advertisement for Bids
   (B) Information for Bidders
   (C) Non-Collusion Statement
   (D) Bid Proposal Sheets
   (E) Bid Bond
   (F) Notice of Award
   (G) Acceptance of Notice of Award
   (H) Agreement
   (I) Performance Bond
   (J) Payment Bond
   (K) Insurance Requirements
   (L) Notice to Proceed
   (M) Acceptance of Notice to Proceed
   (N) Change Order
   (O) Addendum
      No. __________, dated ______________________, 2020
      No. __________, dated ______________________, 2020
   (P) Notice of Contractor’s Settlement
   (Q) Final Receipt and Guarantee
5. Final payment shall be made to the contractor within 30 days of final walk through and clean-up.

6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement, each of which shall be deemed an original on the date first written above.

THE TOWN OF JOHNSTOWN

BY ____________________________
NAME __________________________
TITLE __________________________
Town Manager

CONTRACTOR ______________________
BY ____________________________
NAME __________________________
TITLE __________________________
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Firm____________________________________________________
Address__________________________________________________
a_____________________________, hereinafter referred to as “Principal” and
Individual, Partnership or Corporation

Name of Surety ____________________________________________
Address of Surety___________________________________________

hereinafter referred to as “Surety” are held and firmly bound unto the Town of
Johnstown, 450 S.Parish, Johnstown, Colorado 80534, hereinafter referred to as
“Town”, in the penal sum of _________________________________________

($_____________) in lawful money of the United States, for the payment of which sum
well and truly to be made, we bind ourselves, successors, and assigns, jointly, severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered
into a certain Contract with the Town, dated the ____day of __________, 2020, a copy
of which is hereto attached and made a part hereof for the construction of:

2020 EAST I-25 FRONTAGE ROAD 12” WATER LINE

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties,
all the undertakings, covenants, terms, conditions, and agreements of said contract
during the original term thereof, and any extensions thereof which may be granted by
the Town, with or without notice to the Surety and during the one-year guarantee
period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the Town from all costs and damages which it
may suffer by reason of failure to do so, and shall reimburse and repay the Town all
outlay and expense which the Town may incur in making good any default, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the
contract or to work to be performed thereunder or the specifications accompanying the
same shall in any ways affect its obligation on this bond, and it does hereby waive
notice of any such change, extension of time, alteration or addition to the terms of the
contract or to the work or to the specifications.
PROVIDED, FURTHER, that no final settlement between the Town and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

INWITNESS WHEREOF, this instrument is executed this ____ day of ___________, 2020.

ATTEST: ____________________________________________

Principal

__________________________________

Principal Secretary

(SEAL)

__________________________________

Witness as to Principal Address

__________________________________

Address

ATTEST: ____________________________________________

___________________________
Witness as to Surety

___________________________
Address

___________________________

___________________________
Address

___________________________

___________________________
Address

___________________________

___________________________
Address

___________________________

___________________________
Address

NOTE: Date of bond must not be prior to date of contract. If contractor is a partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department’s most current list (circular 570, as amended) and be authorized to transact business in the state where the project is located.
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Firm ________________________________________________
Address ______________________________________________________
a ________________________________ hereinafter referred to as “Principal” and
Individual, Partnership or Corporation

Name of Surety _______________________________________________
Address of Surety ______________________________________________________
hereinafter referred to as “Surety”, are held and firmly bound unto the Town of
Johnstown, S.Parish St., Johnstown, Colorado, 80534, hereinafter referred to as
“Town”, in the penal sum of
____________________________________________________________________
________________________________________($_____________) in a lawful money
of the United States, for the payment of which sum will and truly to be made, we bind
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered
into a certain contract with the Town, dated the ____day of ____________, 2020, a
copy of which is hereto attached and made a part hereof for the construction of:

2020 EAST I-25 FRONTAGE ROAD 12” WATER LINE

NOW, THEREFORE, if the Principal shall, during the entire length of said contract and
any extension thereof, promptly make payment to all persons, firms, subcontractors,
and corporations furnishing materials for or performing labor in the prosecution of the
work provided for in such contract, and any authorized extension or modification
thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke,
repairs on machinery, equipment and tools, consumed or used in connection with the
construction of such work, and all insurance premiums on said work, and for all labor
performed in such work whether by subcontractor or otherwise, then this obligation
shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety, for value received hereby stipulates and
agrees that no change, extension of time, alteration, or addition to the terms of the
contract or to the work or to be performed thereunder or the specifications
accompanying the same shall in any way affect its obligation on time, alteration or
addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the contractor
shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed this ____day of ____________, 2020.

ATTEST: ____________________________________________

Principal

__________________________________________

By__________________________________________

Principal Secretary

(Seal)

__________________________________________

Witness as to Principal

Address

__________________________________________

Address

ATTEST: ____________________________________________

Surety Secretary

Surety

(Seal)

__________________________________________

By__________________________________________

Witness as to Surety

Attorney-in-Fact

__________________________________________

Address

Address

NOTE: Date of bond must not be prior to date of contract. If contractor is a partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department’s most current list (circular 570, as amended) and be authorized to transact business in the state where the project is located.
INSURANCE REQUIREMENTS

The contractor shall secure and maintain such insurance policies as will protect himself, his subcontractors, and the Town of Johnstown, from claims for bodily injuries, death or property damage, which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

(a) Statutory Workmen’s Compensation

(b) Commercial General Liability

General Aggregate $1,200,000
Products/ $1,200,000
(Completed Operations Aggregate)
Each Occurrence $600,000
Personal & Advertising Injury $600,000
Fire Damage $50,000
Medical Expense $5,000

(c) Automobile Liability

Bodily Injury and Property Damage/ $600,000
(Combined Single Limit)

The Certificate of Insurance must show the Town of Johnstown as an Additional Insured.

All policies shall be for not less than the amounts set forth above.

Certificates or copies of policy of such insurance shall be filed with the Town and shall be subject to its approval as to adequacy of protection, within the requirements of the specifications. Said Certificates of Insurance shall contain a 30-day written notice of cancellation in favor of the Town.
NOTICE TO PROCEED

TO: ______________________________
DATE: ____________________________

2019 TOWN OF JOHNSTOWN STREET IMPROVEMENTS PROGRAM

You are hereby notified to commence work in accordance with the Agreement dated ___________________, 2020, on or before ___________________, 2020, and you are to complete the work within ______________(____) consecutive calendar days thereafter. The date of completion of all work is therefore ___________________, 2020.

THE TOWN OF JOHNSTOWN

By _____________________________
Title ____________________________

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

________________________________________
________________________________________

this the _____day of _____________, 2020.

By _________________________________
Title ________________________________
CHANGE ORDER

PROJECT: 2019 TOWN OF JOHNSTOWN STREET OVERLAY PROJECT

TO (CONTRACTOR):

JUSTIFICATION: thin asphalt. Need for reconstruction instead of overlay

You are directed to make the following changes in the work. All other terms and conditions of the contract not expressly modified hereby shall remain in full force and effect.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>EST. QTY.</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
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</tbody>
</table>

The original contract sum was ........................................ $

Net change by previous change orders................................. $

The contract sum prior to this Change Order was................... $

The contract sum will be (increased) (decreased) or (unchanged)
by this Change Order.......................................................... $

The contract sum including this Change Order will be.............. $

The new contract time will be (increased) (decreased) or (unchanged) by
____________________(_______) days.

The date of completion as of the date of this Change Order is therefore

ACCEPTED BY: ORDERED BY:

__________________________ The Town of Johnstown
Contractor 450 S. Parish St.
Johnstown, Co 80534

__________________________
Address
By__________________________ By__________________________

Date________________________ Date________________________

NOTICE OF CONTRACTOR'S SETTLEMENT

This is to notify all persons interested that the Town of Johnstown, Colorado will make
final payment to _____________________________________________________________________.
for work completed on 2020 EAST I-25 FRONTAGE ROAD 12” WATER LINE

Said final payment will be made on ____________________, 2020.

Anyone having claims in conjunction with this project may file same with the undersigned no later than ____________________, 2020.

TOWN OF JOHNSTOWN

BY ______________________________
Diana Seele
Town Clerk

Dated: ____________________________
FINAL RECEIPT AND GUARANTEE

Date: __________

Received this date of ________________, 2020, as full and final payment of the cost of improvements provided for in the Contract executed by ____________________, and Payee on or about ________________, 2020, together with all amendments, change orders, and additions thereto, the sum of ________________________________ ________________________ Dollars ($__________), being the remainder of the full amount accruing to the undersigned by virtue of said contract and extra work performed thereunder, said payment covering and including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, for the additional consideration of One Dollar ($1.00) for the execution hereto, and the undersigned hereof releases the Town of Johnstown from any claims whatsoever resulting from said contract and all work performed thereunder.

The undersigned by these present certifies that all persons doing work upon or furnishing materials for said improvements under the foregoing contract and all additions thereto have been paid in full. The undersigned further certifies that all work has been completed in a workmanlike manner in conformity with the plans and specifications. That should any portion of said work or material prove defective within one (2) year from the date of final acceptance of the entire project by the Town, the undersigned shall replace any such defective material and remedy any such defective work to the satisfaction of the Town of Johnstown and shall defend, indemnify, expenses, and charge of every kind which may arise as a result of any such defective material and workmanship during said period.

2020 EAST I-25 FRONTAGE ROAD 12” WATER LINE

Name______________________________
By______________________________
Title ____________________________
BID SPECIFICATIONS

For Town of Johnstown Public Improvement Design Standards and Specifications refer to: https://townofjohnstown.com/116/Public-Improvement-Design-Standards