

TOWN COUNCIL

MEETING

PACKET

April 6, 2015

Agenda
Monday, April 6, 2015
Town Hall, Council Chambers
450 So. Parish Avenue
7:00 PM



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

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

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

*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 Meeting –March 16, 2015
 - B) Agreement for Mosquito Control Services – Colorado Mosquito Control, LLC
 - 7) **STAFF REPORTS**
 - 8) **OLD BUSINESS**
 - 9) **NEW BUSINESS**
 - A) Consider Beer and Wine License Renewal – Mona Lisa and Me Your Downtown Art Studio
 - B) Consider Memorandum of Understanding – Weld County Clerk and Recorder
 - C) Consider Water and Sewer Service Agreement – Clear View Strategic Behavioral Health at 2534
 - 10) **COUNCIL REPORTS AND COMMENTS**
 - 11) **MAYOR'S COMMENTS**
 - 12) **ADJOURN**
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NOTICE OF ACCOMODATION

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

AGENDA ITEMS 6A-B

CONSENT

AGENDA

- **Council Minutes – March 16, 2015**
- **Agreement for Mosquito Control Services
(Colorado Mosquito Control, LLC)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 6, 2015

ITEM NUMBER: 6A-B

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

- A) Town Council Minutes-March 16, 2015
- B) *Agreement for Mosquito Control Services – Colorado Mosquito Control

*Colorado Mosquito Control has successfully provided mosquito control services to the Town over the past twelve (12) years. The cost for providing the services to the Town in 2014 totaled \$17,000. According to the proposal, the cost for mosquito control services will increase by \$510 to **\$17,510**. The Town Treasurer has indicated sufficient funds are available in the budget for the services. The former Town Attorney reviewed prior agreements for mosquito control services and found them acceptable. This agreement is similar to the agreements previously reviewed and approved by the former Town Attorney.

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

FINANCIAL ADVICE: N/A

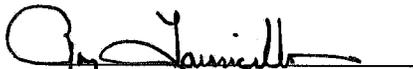
RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

For Denial:

Reviewed:


Town Manager

**COUNCIL
MINUTES**

The Town Council of the Town of Johnstown met on Monday, March 16, 2015 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Romanowski led the Pledge of Allegiance.

Roll Call:

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

Those absent were: Councilmember Townsend

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

Agenda Approval

Councilmember Lebsack made a motion seconded by Councilmember Berg to approve the Agenda. Motion carried with a unanimous vote.

Consent Agenda

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

- March 2, 2015 Town Council meeting minutes
- Payment of Bills
- February Financial Statements
- 2nd Reading – Ordinance No. 2015-137, An Ordinance Amending Section 8-47(b)(2) of The Johnstown Municipal Code Concerning the Time Period for the Temporary Parking of Vehicles with Attached Trailers, Campers or Boats.

Motion carried with a unanimous vote.

New Business

A. Consider Water and Sewer Service Agreement for Thompson River Ranch, Filing No. 5 – The Developer (Oakwood Homes) submitted a Water and Sewer Demand Analysis. The Developer purchased water shares from the 2534 Water Bank to meet the water requirement for this filing. Councilmember Mellon made a motion seconded by Councilmember James to approve the Water and Sewer Service Agreement for Thompson River Ranch Filing No. 5. Motion carried with a unanimous vote.

B. Public Hearing – Consider Thompson River Ranch, Filing No. 5 Final Plat – Oakwood Homes has submitted a request for approval of a final subdivision plat for 60 lots on approximately 34.45 acres and is part of the approved Thompson River Ranch Preliminary Plat. The plat also includes a 14.43 acre school/neighborhood park site. The zoning for the property is Planned Unit Development-Mixed Use for residential (PUD-MU).

Mayor Romanowski opened the Public Hearing at 7:19 p.m.

Ms. Anita Comer addressed the council with traffic concerns and wildlife safety.

Mayor Romanowski closed the hearing at 7:38 p.m.

Councilmember James made a motion seconded by Councilmember Lebsack to approve the Thompson River Ranch PUD, Filing No. 5 Final Plat subject to the following conditions:

1. The applicant shall respond to and resolve all comments from Town Advisors and referral agencies prior to Town Council consideration. 2. The applicant shall provide a schedule for completion of the I-25 frontage road acceleration lane from River Ranch Parkway, the proposed community building and pool in Filing No. 1, and the park facility in Block 1 prior to Town Council consideration. 3. Final street names approved by Town staff shall be added to the plat prior to Town Council consideration. 4. Landscaping, signage, street lighting and related private improvements are subject to the Thompson River Ranch Design Guidelines and the Final PUD Site Development Plan as approved by the Town. 5. A Water and Sewer Service Agreement, and a Development Agreement acceptable to the Town and signed by the developer shall be submitted for Town Council consideration with the Final Plat. Motion carried with a unanimous vote.

C. Consider Subdivision Development and Improvement Agreement for Thompson River Ranch, Filing No. 5 – The agreement requires the Developer to develop the property in accordance with the subdivision plat that was approved by the Council. Councilmember Lebsack made a motion seconded by Councilmember Mellon to approve the public improvements development agreement for Thompson River Ranch Filing No. 5. Motion carried with a unanimous vote.

D. Consider Professional Engineering Services (Construction Phase) Agreement for So. Parish Road Widening Project – TTG Inc. of Denver Consulting Engineers – The cost of engineering services for the project is \$49,500. Councilmember Berg made a motion seconded by Councilmember James to approve the professional services agreement for S. Parish Road Widening project with the firm TTG Inc., of Denver Consulting Engineers in an amount not to exceed \$49,500 and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

E. Consider Professional Engineering Services (Construction Phase) Agreement for State Highway 60 Water Main Project – TTG Inc. of Denver Consulting Engineers – The cost of engineering services for the project is \$32,520. Councilmember Berg made a motion seconded by Councilmember James to approve the professional services agreement for State Highway 60 Water Main project with the firm of TTG Inc. of Denver Consulting Engineers in an amount not to exceed \$32,520 and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

F. Consider Professional Services Agreement for Implementation of Strategic Citizen Communications Master Plan – Bigner & Katsimpalis Marketing Group – Bigner & Katsimpalis Marketing Group is proposing support for full implementation of the Strategic Citizen

Johnstown, Colorado

-3-

March 16, 2015

Communications Master Plan. The total cost to provide 125 hours of consulting is \$18,500. Councilmember Mellon made a motion seconded by Councilmember Lebsack to approve the professional services agreement with Bigner and Katsimpalis Marketing Group for implementation of the Town's Strategic Citizen Communications Master Plan in an amount not to exceed \$18,500 and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 8:04 p.m.

Mayor

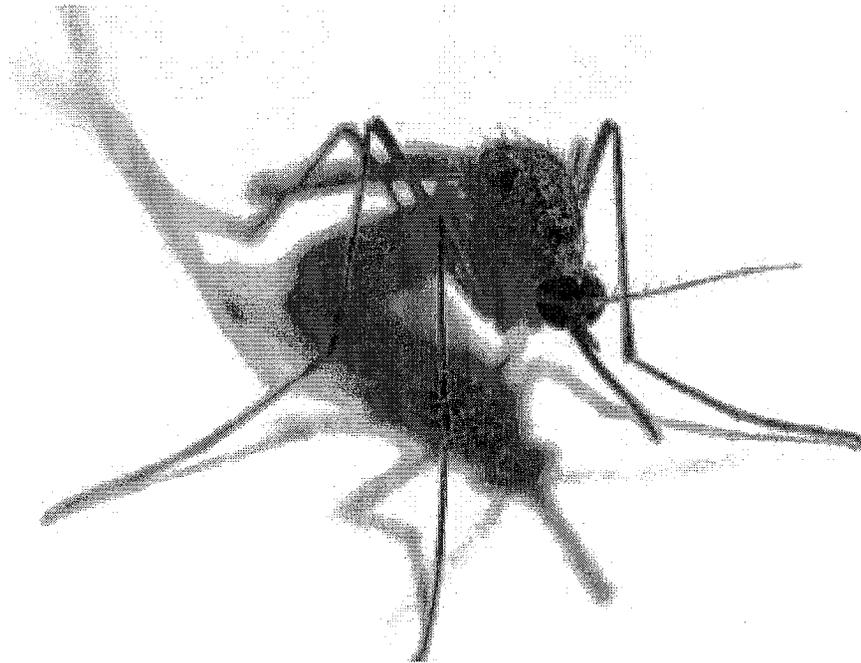
Town Clerk/Treasurer

AGREEMENT

**A MOSQUITO MANAGEMENT SERVICES
RENEWAL PROPOSAL FOR:**

**THE TOWN OF JOHNSTOWN
2015**

DECEMBER 16TH, 2014



Colorado Mosquito Control, LLC.

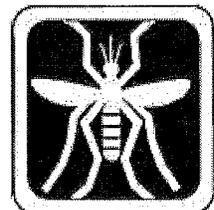
7000 North Broadway, Suite 108

Denver, Colorado 80221

Contact: Rob Kozar

Phone: 303-428-5908

Email: rkozar@comosquitocontrol.com



2015 Service Renewal Proposal for The Town of Johnstown

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Colorado Mosquito Control, LLC.

Environmental Solutions to Nature's little problems
Protecting Colorado from Annoyance and Disease Since 1986

2015 THE TOWN OF JOHNSTOWN SERVICES PROPOSAL
COLORADO MOSQUITO CONTROL, LLC

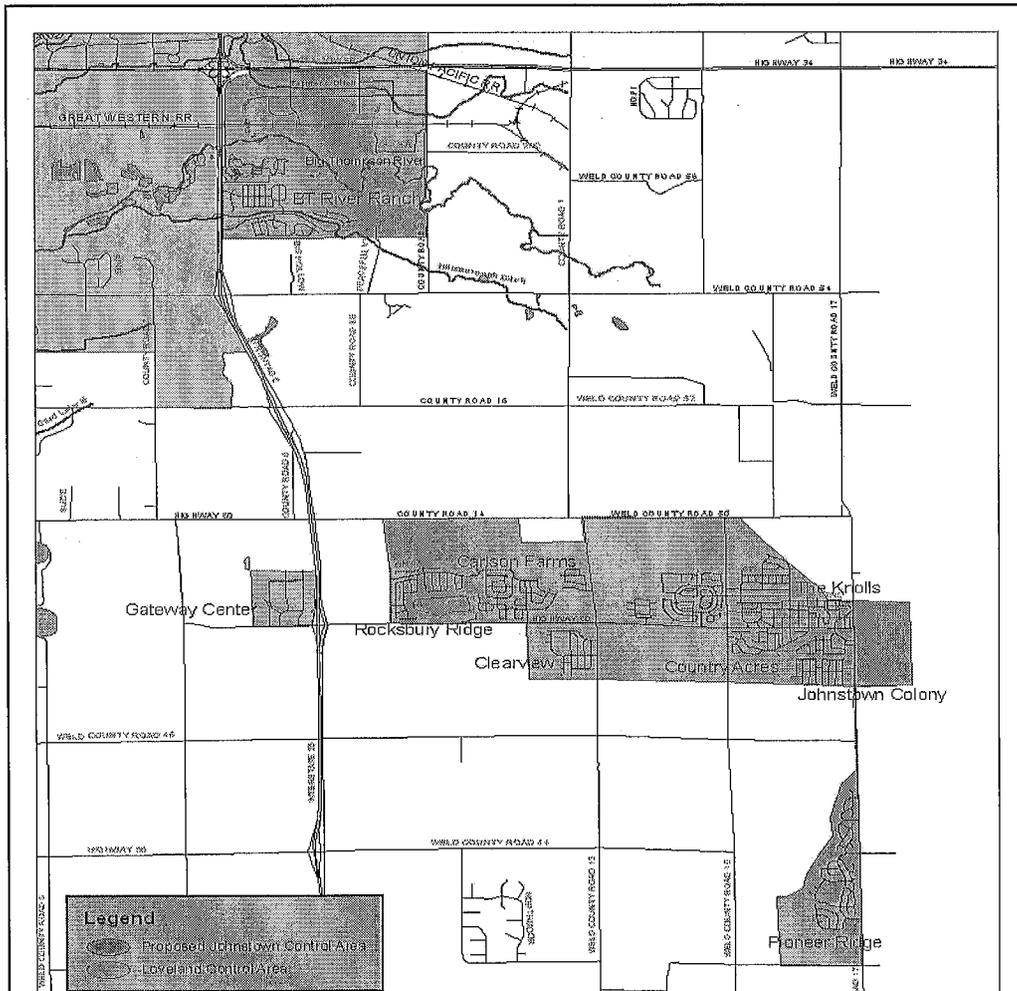
Project Description

Advanced Pest Management of Colorado, LLC, d/b/a Colorado Mosquito Control, LLC, will execute a comprehensive Integrated Mosquito Management (IMM) Program for the Town of Johnstown (as defined below), beginning in April 2015.

Colorado Mosquito Control, LLC will employ established IMM principles and practices to reduce the numbers of larval and adult mosquitoes in the Town of Johnstown. These principles and practices will consist of an environmentally sensitive program that utilizes a combination of cultural, biological and least-toxic chemical measures to target and control both potential disease-vector populations and nuisance mosquito species, and which is economically feasible, all with an emphasis on minimizing chemical pesticide applications.

Project Area

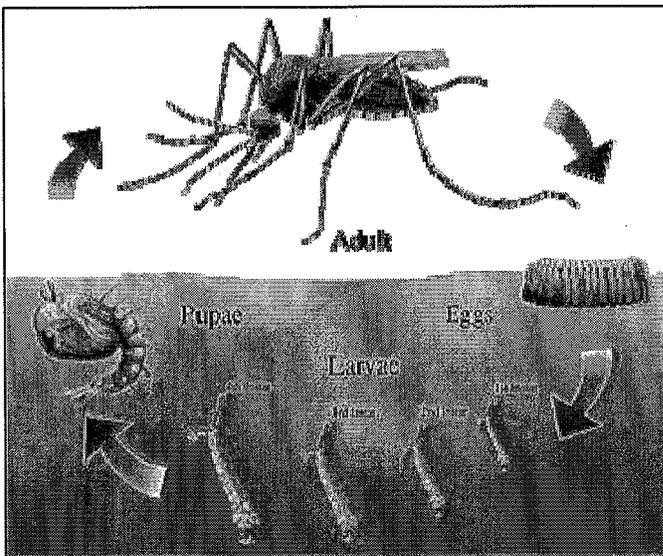
Colorado Mosquito Control understands and agrees that the Town of Johnstown Mosquito Management Program consists of the geographic area for the municipal boundary of the Town of Johnstown. Mosquito control surveillance monitoring and operations will only be performed in the town limits as identified.



Integrated Mosquito Management Services

A. Larval Mosquito Control

The Town of Johnstown larval mosquito management services will focus on the environmentally sensitive control of mosquito larvae within the designated service area. Effective control of larvae will prevent their development into adult mosquitoes, and therefore, reduce the threat of mosquito-borne disease transmission and the need for large-scale adult mosquito control applications. Environmental larval mosquito control prioritizes operations on the identification and survey of larval habitats and applicable selection of products as determined by the habitat type and water source information. CMC has identified and mapped over 120 known and potential mosquito-breeding sites within the municipal boundary of Johnstown.



CMC has traditionally focused over 90% of our control efforts on larval mosquito surveillance and control with great success. Utilizing the **CMMS™** (Comprehensive Mosquito Management System), CMC will continue to maintain a larval site history database and systematically map all potential mosquito development sites within the service area into our ArcGIS database for seasonal inspection. For each mapped site, the acreage is determined, and a reference number, water source and habitat type are assigned.

CMC will utilize the **CMMS™** system to accurately and efficiently target larval mosquito control efforts. This will encompass **CMMS™** targeted larval site inspections, as needed, to all previously located and newly

found larval habitats. Weekly site inspection will be based on proprietary **CMMS™** algorithms that select and target larval sites based on past comprehensive site history data. This data incorporates historic records of all past inspections and treatments, larval presence, larval densities, larval genus and species, habitat size and type, water source, weather data, and landowner contact information.

As sites are found to be breeding mosquito larvae, CMC will first look to cultural or physical controls to reduce standing water and larval development. Water management and source reduction strategies, including emptying containers, clearing clogged culverts, and working with property owners to mitigate these sites will be included.

CMC will, treat all sites found to be breeding mosquito larvae with a "Prescription-oriented" least-toxic, biological treatment appropriate to each individual site. All larval treatments will be preformed by hand, with backpack blowers, or with ATV mounted application equipment. Larval control products may include Vectobac (Bti), Vectolex (Bs), Altosid (methoprene), Abate (temephos) and BVA (highly refined mineral oil). All products are applied at U.S. EPA registered label rates. Applications of similar products (Active Ingredient: Bti and/or Bs) may also be made, when deemed appropriate and necessary.

Bacillus thuringiensis israelensis (Bti) is an extremely low-toxicity, biological insecticide. Bti is a species specific material that will only affect mosquito and black fly larva. Activated by the specific pH in the gut of the larvae, the bacterially produced crystalline spore of Bti will, after

being eaten by the larvae, destroy the digestive tract and kill the larvae, thus precluding development through the pupal stage to adulthood. The Bti product is formulated on a corncob granular carrier and is applied in accordance with EPA label rates.

***Bacillus sphaericus* (Bs)** is an extremely low-toxicity, biological insecticide. *Bacillus sphaericus* is a species specific material that will only affect mosquito and black fly larvae. Activated by the specific pH in the gut of the larvae, the bacterially produced crystalline spore of Bti will, after being eaten by the larvae, destroy the digestive tract and kill the larvae, thus precluding development through the pupal stage to adulthood. The *Bacillus sphaericus* product is formulated on a corncob granular carrier and is applied in accordance with EPA recommended rates. The main difference between this product and Bti is that Vectolex will recycle itself in the water column and provide long term control of *Culex* mosquitoes, at a higher cost.

Altosid Briquets and Pellets (Methoprene) are biological insecticides designed to effectively control larval mosquitoes over a 30 to 180 day period. Methoprene, an insect growth regulator, is released as the briquet erodes and prevents the immature mosquitoes from developing into adults. Altosid briquets are used primarily in inaccessible historically active sites and open street catch basins. Open street catch basins are considered to be the primary source of *Culex pipiens* mosquitoes in residential areas.

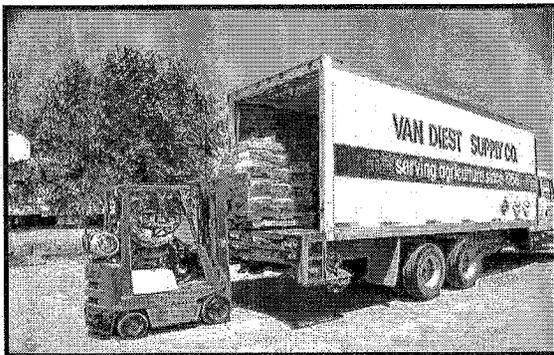
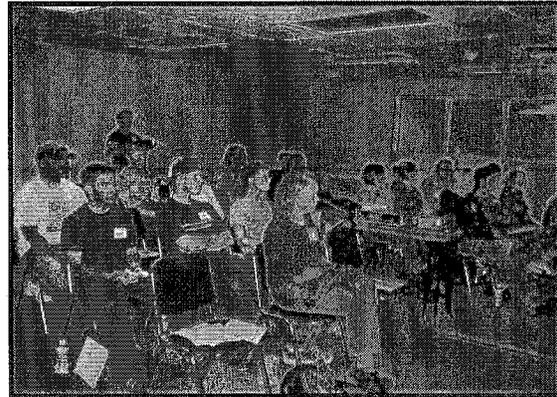
Abate 5% Pellets (Temephos) is a formulation of a low-toxicity larvicide that has been designed to provide long-term, 30 day larval control. CMC limits the use of chemical larvicides to areas with little biodiversity, such as gravel pits or tire piles, and typically use them only when other solutions are not present.

Mineral Oil (BVA) is light oil applied to the water surface. It produces an extremely thin layer of oil, suffocating mosquitoes in the larval or pupal stage. This product is reserved for situations where other products will not be effective and is primarily used in areas with high proportions of mosquito pupae.



CMC's Larval Mosquito Control Resources

- **Personnel:** CMC will devote an appropriate number of field technicians to perform weekly IMM-based larval mosquito control inspections and treatments in the Town of Johnstown. All technicians are fully trained via CMC's classroom and field training program that exceeds the minimum training standards set by the Colorado Department of Agriculture.
- **Equipment:** Every technician has his or her own assigned CMC-owned fleet vehicle which is fully equipped with all necessary larval surveillance equipment, larval control application spray equipment, and biological and bio-chemical larvicide products.
- **Infrastructure:** Since over 90% of CMC's operations are targeted toward Larval Mosquito Control, that same percentage is applied in infrastructure to facilitate those operations. CMC's warehouse, material handling equipment, supply chain, data input, vehicle fleet, and application equipment are all designed to support our larval control operations.
- **Technology:** CMMST[™] CMC's proprietary and unique historical database system will be used to analyze historical breeding site data, to target site inspections and larvicide applications.



B. Adult Mosquito and Mosquito-borne Disease Surveillance

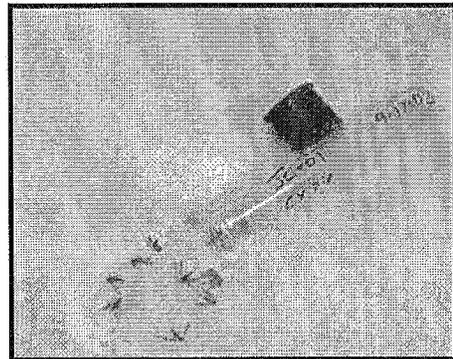
The primary tool in any mosquito control/surveillance program is a mosquito trapping device called a CDC Light Trap. A specially designed, battery powered CO₂ (carbon dioxide) baited light trap will be routinely operated at fixed points within the Town of Johnstown. Female mosquitoes are attracted to the CO₂ vapor plume produced by the sublimation of the dry-ice into carbon dioxide gas, which mimics the exhalation process of any free air breathing animal, including humans. Once near the trap, a small light bulb draws the mosquito closer and a fan then sucks the mosquito into a collection bag alive.



The Town of Johnstown's surveillance light traps will be set one night per week from mid-May through mid-September. Trap maintenance, mosquito identification, and monitoring operations will be the complete responsibility of CMC. Mosquito sample pools will be prepared and sent to the Colorado Dept. of Public Health and Environment for virus testing. Results for WNV testing will be communicated to The Town of Johnstown, as CMC is notified, in the event of a detection of a West Nile Virus positive mosquito pool.

Identification of the mosquitoes collected from surveillance trapping will be performed the following day once the traps are retrieved. Mosquitoes will be counted and sorted to species and documented in the CMMS database. The data obtained from surveillance trapping helps determine the need for adult mosquito control applications.

The goal of Colorado Mosquito Control is to provide all residents in the Town of Johnstown with the best options for safe, effective, modern mosquito management. This environmentally focused program maintains adult mosquito control applications as the final resort. Decisions for spray zones will be determined from the data obtained from surveillance mosquito trapping. When 100 adult female mosquitoes are trapped in one night, regardless of species, fogging will be scheduled in the surrounding area. There will be 5 mosquito surveillance traps set near/within Big Thompson River Ranch, Johnstown Reservoir, The Knolls, Johnstown Colony, and Pioneer Ridge in 2015.



CMC's Mosquito Surveillance & Laboratory Resources

- **In-House Larval and Adult Mosquito Identification** is critical to species ID accuracy. CMC has performed larval Field ID in past years, but upon study and direct comparison, we have found that Field ID is much less accurate and much more time consuming than Lab ID that is performed by specialists trained in Lab ID and who have access to high quality stereo zoom microscopes.

- **Management:** All CMC surveillance and laboratory services are managed by Dr. Michael "Doc" Weissmann. Dr. Weissmann holds a PhD in Entomology from Colorado State University. Dr. Weissmann is a renowned world-wide expert in Dipteran and Lepidopteran biology and taxonomy.



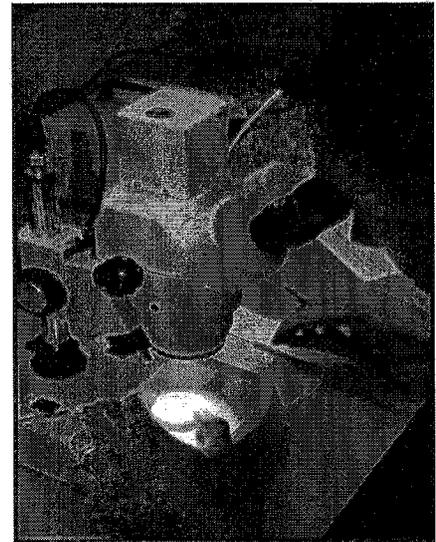
- **Personnel:** CMC has more than 6 full-time seasonal surveillance laboratory technicians trained in mosquito trap operations and taxonomic identification of larval and adult mosquitoes to species level.

- **Equipment:** The CMC Surveillance Laboratories are fully equipped with stereo zoom binocular microscopes, including one video/photographic microscope capable of projecting microscopic images onto computer screens or to projection equipment for wall-sized viewing. This is the perfect tool for identification training and presentations. CMC owns and

maintains over 90 CDC dry-ice baited Light Traps and 21 Reiter Gravid Traps and all associated equipment and hardware.

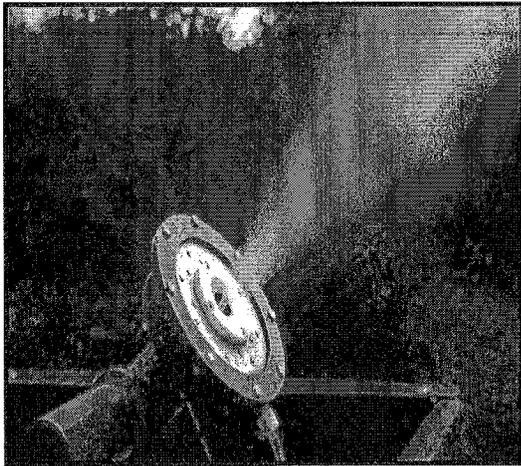
- **Infrastructure:** CMC has two laboratories, one in Denver and one in Loveland, with over 600 sq ft. of devoted Surveillance Laboratory facilities and an additional 300 sq. ft. of trap maintenance and dry ice storage space. In addition to the above mentioned equipment, CMC's lab facilities include other important equipment such as a deep freezer, 2 computer workstations, and mobile dry ice holding containers.

- **Technology:** All data generated and collected by the Surveillance and Laboratory staff is entered into the **CMMS™** database immediately after identification. This allows rapid reporting of results to our clients and field operations managers which allows them to respond quickly to emerging field situations.



C. Adult Mosquito Control

Ultra-Low Volume mosquito adulticiding is the most effective means of reducing the local adult mosquito population to an acceptable level while still minimizing effects on non-target species. At CMC adulticiding is always a last resort when included as part of a larval mosquito control program. Adult mosquito control applications are normally recommended when mosquito thresholds are surpassed in surveillance traps within the Town of Johnstown or at the request of the Town of Johnstown. To obtain the optimum effectiveness, the scheduling of the ULV application will depend on appropriate weather conditions. In the event of inclement weather on the evening of a spray date, the application will be rescheduled for the following evening until the application is executed, unless otherwise directed by the Town of Johnstown.



The product of choice to control adult mosquito populations will be Aqualuer (permethrin), a water-based synthetic pyrethroid insecticide, or a comparable product if deemed necessary. The primary active ingredient in Aqualuer is permethrin, which is highly effective in controlling mosquitoes. Adult mosquito control is accomplished using calibrated truck-mounted Ultra-Low Volume (ULV) equipment and operations are performed after dusk in order to minimize the exposure to non-target species while maximizing the effect on mosquito populations. This type of equipment allows for a minimal amount of pesticide to be dispersed into the environment. Using this application technique, the overall goal of minimal environmental impact and effective adult mosquito control is achieved in the targeted area.

**COLORADO MOSQUITO CONTROL, LLC.
ATTACHMENT "A"
Proposed Service Cost
December 16, 2014**

The Town of Johnstown Mosquito Control Program

The following prices are quoted on a complete seasonal basis and will be fully earned. The complete seasonal cost will not be exceeded without the approval of The Town of Johnstown. The services detailed below, offered by CMC, are specifically designed for the town as a strategy to preclude local mosquito-borne disease transmission and associated problems from mosquito annoyance. Please see the previous services description pages for more detailed information. This proposal includes all labor, insecticides, vehicles, equipment, liability/auto/workers comp. insurance coverage, administrative support, and overhead expenses.

General Services

1. Liability/Auto/Workers Comp Insurance Coverage
2. MosquitoLine® Customer Response System
3. Geographic Information System (GIS)
4. C.M.M.S.®
5. Weather Monitoring
6. Routine Comprehensive Reporting
7. Public Relations and Outreach

Larval Mosquito Control Services

8. C.M.M.S. Site Inspection Services
9. Larvicide Applications within The Town of Johnstown

Adult Mosquito and Mosquito-borne Disease Surveillance

10. CDC Light Trap Monitoring (5 traps set weekly in The Town of Johnstown from mid-May to mid-September, weather permitting)
11. Mosquito-borne disease testing of collected adult mosquito pools

Adult Mosquito Control Services

12. Adulticide Applications (Truck Mounted ULV Applications when trapping thresholds are exceeded)

**The Town of Johnstown
Mosquito Control Program
Proposed Service Cost for 2015....\$17,510.00**

COLORADO MOSQUITO CONTROL, LLC.

**ATTACHMENT "B"
DECEMBER 16, 2014**

2015-2017 CONTRACTUAL SERVICE COST AGREEMENT(S) FOR THE TOWN OF JOHNSTOWN

Service costs include all labor, insecticides, vehicles and equipment, administrative support and overhead expenses. Service cost for 2015.....\$17,510.00.

ONE YEAR CONTRACT: Attachment "A" December 16th is offered for a one year period 2015.

Requests for increases beyond this amount would be subject to negotiation. Signing and returning the attached copy of the contractual agreement will authorize COLORADO MOSQUITO CONTROL, LLC. to perform the service items contained in Attachment "A" December 16, 2014 within the stipulated limits for a period of one year, 2015. The yearly continuation of this project is subject to the appropriation of funds by the town on an annual basis for this purpose. The Town of Johnstown also agrees to the terms set forth in Attachment "C". These prices are complete and fully earned. Billing will be in 6 equal monthly installments (March - August). If new areas are to be covered, they will be added at the current unit rate.

For acceptance of Attachment "A" December 16, 2014 for a period of ONE YEAR (2015).

Signature(X) _____ Title _____ Date _____

THREE YEAR CONTRACT: Attachment "A" December 16th is offered for a three year period 2015-2017 with no additional price increase in 2016 or 2017.

Signing and returning the attached copy of the contractual agreement will authorize COLORADO MOSQUITO CONTROL, LLC. to perform the service items contained in Attachment "A" December 16, 2014 within the stipulated limits for a period of three years, 2015-2017. The yearly continuation of this project is subject to the appropriation of funds by the town on an annual basis for this purpose. The Town of Johnstown also agrees to the terms set forth in Attachment "C". These prices are complete and fully earned. Billing will be in 6 equal monthly installments (March - August). If new areas are to be covered, they will be added at the current unit rate.

For acceptance of Attachment "A" December 16, 2014 for a period of THREE YEARS (2015-2017).

Signature(X) _____ Title _____ Date _____

For Colorado Mosquito Control, LLC:

Name  Title Vice President Date December 16, 2014
Tim Bennett

=====

Invoices should be sent to:

Name _____ Title _____

Address _____ Phone _____

City Zip _____ E-Mail _____

Please Return this Copy of ATTACHMENT "B" to Colorado Mosquito Control

**Colorado Mosquito Control, LLC.
ATTACHMENT "C"**

December 16, 2014

Hold Harmless, Warranty, Disclaimer for The Town of Johnstown

1. Hold Harmless Indemnity Clause

Colorado Mosquito Control, LLC. (CMC) shall indemnify and hold harmless The Town of Johnstown and its agents and employees from and against all claims damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of CMC, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Responsibility: liability. CMC warrants that it will exercise in its performance of these services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. CMC shall be liable to The Town of Johnstown for any loss, damages or costs incurred by the ~~County~~ ^{TOWN} because of CMC duties under this warranty.

2. Warranty & Disclaimer

Colorado Mosquito Control, LLC. ("CMC") is engaged in the business of mosquito control and abatement, and has not been retained to eradicate the mosquito population in any particular area. There are severe, and sometimes fatal, consequence of some mosquito bites which may be transmission of certain serious diseases such as malaria, dengue fever, West Nile virus and several other forms of encephalitis. Not only can mosquitoes carry diseases which afflict humans, but they also can transmit several diseases and parasites that birds, dogs and horses and other animals are very susceptible to. These include dog heart worms, Western Equine Encephalitis and West Nile Virus. Because CMC has not been retained to eradicate the mosquito population, CMC can make no warranty, representation or guarantee, of any type, about the existence of mosquito borne diseases in the geographic area of the proposed area of contracting, or the potential for human or animal infection, either before, during or after the completion of the CMC mosquito control services.

CMC warrants that the services described in this proposal will be provided in a professional and business-like manner. Other than this warranty, CMC makes no express or implied warranties, including without limitation, any express or implied warranties of merchantability or fitness for a particular purpose. Client understands and agrees that any liability of CMC regarding the Project shall be limited to negligence of CMC in the carrying out of its professional services under the contract, and shall not include any special, incidental, consequential or punitive damages, or any damages based on any lost sales or profits.

CMC will not be liable for any general, special, incidental or consequential damages for loss, damage or expense including but not limited to sickness, injury or death, loss of livestock or animals, or lost profits from any farm or ranching operations of any type from the mosquito control services provided by Colorado Mosquito Control, LLC..

3. **No private vehicles** will be operated in The Town of Johnstown or associated control areas in connection with the Mosquito Control Program.
4. **Workman's Compensation, Automotive and General Liability Insurance are in place.** (Certificates available upon request)
5. **Ownership of Work Product**

The parties recognize and agree that Colorado Mosquito Control, LLC. (CMC) in the course of mosquito control program design, development and implementation prepares and utilizes many documents, maps, data sets and files including GIS (geographic Information system) data and files. Such information is proprietary, a trade secret and the confidential work product of Colorado Mosquito Control, LLC. CMC retains all, rights, copyrights and ownership to all work prepared, developed or created pursuant to this contract. The Town of Johnstown may, with written permission, utilize the data and documents internally, but will not distribute or display to the public copies of such data, files, and documents or prepare derivative work or products.

6. **Independent Contractor**

The parties recognize and agree that Colorado Mosquito Control, LLC. (Contractor) is an independent contractor for all purposes, both legal and practical, in performing services under this Agreement, and that the Contractor and its agent and employees are not agents or employees of The Town of Johnstown for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased hereunder, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits nor worker's compensation benefits from The Town of Johnstown, its elected officials, agents, or any program administered or funded by The Town of Johnstown. Contractor shall be entitled to unemployment insurance or worker's compensations insurance only if unemployment compensation coverage or worker's compensation coverage is provided by the Contractor, or some other entity that is not a party to this contract. Contractor is obligated to pay Federal and State income tax on any monies earned pursuant to the contract relationship.

General Services Description

All General Services are quoted for 2015 at no additional charge, and are part of the total service package.

1. LIABILITY INSURANCE COVERAGE

Colorado Mosquito Control, LLC. holds a comprehensive \$2,000,000 (\$2 Million) per occurrence General Liability, Claims-made policy, including chemical and pollution coverage. The Town of Johnstown will be named as additionally insured on our policy if requested.

2. MOSQUITOLINE[®] CUSTOMER RESPONSE SYSTEM

A 24 hour toll-free customer access telephone number will be provided for reception of mosquito annoyance complaints, reports of standing water and information requests. This number (877-276-4306) will be advertised throughout the summer in the local newspapers and be listed on the website. 24 hour response/ resolution time to all mosquito annoyance complaint calls, weather permitting. This includes monthly reporting of all pertinent call information (name, address etc.) and the steps taken to resolve each problem.

3. GEOGRAPHIC INFORMATION SYSTEM

ArcGIS software will be used to produce, maintain and update operational maps and databases to promote accurate and efficient field work, reporting of control activities, marking of notification and shut requests and for public educational purposes.

4. C.M.M.S.[®] (COMPREHENSIVE MOSQUITO MANAGEMENT SYSTEM)

CMC's comprehensive computer database and reporting system will be used to efficiently target larval mosquito sites and collect useful historic data about all aspects of the program. The C.M.M.S.[®] system is shown to provide more effective control and reduce the high cost of traditional "hit & miss" site inspection.

5. WEATHER MONITORING SERVICE

Daily monitoring of local weather conditions for use in mosquito prediction, effective operational scheduling and efficient reporting.

6. ROUTINE REPORTING

Throughout the season, monthly reports, including a MosquitoLine report, Larval Control Activity Reports, and mosquito population graphs, will be provided to the Town of Johnstown. A comprehensive end of season report will be provided which will detail the season's activities, including a MosquitoLine report, mosquito population graphs, and weather data by November 15th, each year.

7. PUBLIC RELATIONS

a. Maintenance of a complete and continuously updated call notification / shut-off file and map system which identifies all properties that have requested either notification of spray dates or that the adulticide spray be shut-off for their property. All records of the "Call Notification/ Shutoff File" shall be maintained by CMC and will be provided for inspection at the request of The Town of Johnstown.

b. The CMC website **WWW.COMOSQUITOCONTROL.COM** is a wide-ranging and comprehensive website devoted to mosquito control education and information dissemination. CMC was one of the first mosquito control organizations anywhere to publish adult mosquito control spray schedules on the web.

c. Complete access to all CMC technical literature including Material Safety Data Sheets and Sample Labels for all insecticides used in the program.

AGENDA ITEM 9A

BEER AND WINE

LICENSE RENEWAL

**(Mona Lisa and Me Your Downtown Art
Studio)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 6, 2014

ITEM NUMBER: 9A

SUBJECT: Consider Beer & Wine License Renewal – Mona Lisa and Me Your Downtown Art Studio

ACTION PROPOSED: Approve Beer & Wine Liquor License Renewal

PRESENTED BY: Town Clerk, Police Chief

AGENDA ITEM DESCRIPTION: Mrs. Tonya Anderson, operating manager of Mona Lisa & Me Your Downtown Art Studio has submitted a renewal application to the Town Clerk for a beer and wine liquor license (malt and vinous) for the establishment located at 20 S. Parish Avenue, Johnstown. The required fees have been submitted to the Town. According to the Johnstown Police Department, the business has cooperated with law enforcement officials during the last licensing period.

The Town Council acts as the local licensing authority and is responsible for reviewing and issuing liquor licenses.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

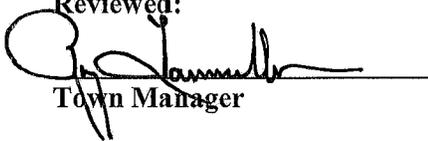
RECOMMENDED ACTION: Approve the beer and wine liquor license renewal.

SUGGESTED MOTIONS:

For Approval: I move to approve the beer and wine liquor license renewal for Mona Lisa and Me Your Downtown Art Studio.

For Denial: I move to deny approval of the beer and wine license renewal for Mona Lisa and Me Your Downtown Art Studio.

Reviewed:


Town Manager

**RENEWAL
APPLICATION**

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$351.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

STUDIO
 MONA LISA AND ME YOUR DOWNTOWN ART
 20 S PARISH AVE
 JOHNSTOWN CO 80534

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

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

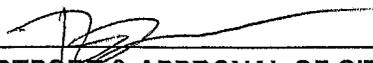
RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name MONA LISA & ME LLC		DBA MONA LISA AND ME YOUR DOWNTOWN ART STUDIO		
Liquor License # 4701324	License Type Beer & Wine (city)	Sales Tax License # 27650046	Expiration Date 5/8/2015	Due Date 3/24/2015
Street Address 20 S PARISH AVE JOHNSTOWN CO 80534				Phone Number (970) 685 9385
Mailing Address 20 S PARISH AVE JOHNSTOWN CO 80534				
Operating Manager TONYA M ANDERSON	Date of Birth 9/18/80	Home Address 2107 Kiarsi Ct JOHNSTOWN 80534		Phone Number 970-313-7538

- Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease 3/1/16
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

AFFIRMATION & CONSENT

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

Type or Print Name of Applicant/Authorized Agent of Business TONYA M ANDERSON	Title OWNER
Signature 	Date 3/18/15

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

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

Local Licensing Authority For	Date
Signature	Title
	Attest

**POLICE
REPORTS**

TOWN OF JOHNSTOWN POLICE DEPARTMENT

Information 3.2% Beer or Liquor Application

- Name and address of Applicant} Tonya Anderson
2107 Kiersi Court
Johnstown, CO 80534
1. Trade Name and Address} Mona Lisa & Me, LLC
20 S. Parish Avenue
Johnstown, CO 80534
2. Date of Application: 03-18-2015
3. Type of Application: Beer & Wine License
4. Documents Accompanying Application
A. Local and State License Fees} Submitted with application
B. Evidence of Correct Zoning} CBD
C. Building Plans and or Sketch of Interior} N/A
D. Distance from School as per State} N/A
E. Deed or Lease or Assignment of Lease or Ownership} Rented
5. Evidence of Public Notice
A. Posting of Premises} N/A
B. Legal Publication } N/A
6. Investigation: Police Department Case#}
A. Applicant has made application for renewal of their Beer & Wine License
B. Mona Lisa & Me has operated legally during its last license period.
C. Cooperation with law enforcement has been good.
8. Findings of fact:
A. Mona Lisa & Me presently holds license 4701324 that expires May 8, 2015
B. The required fees were submitted.
C. It is my recommendation that the renewal be approved.



CHIEF OF POLICE

3/23/15

DATE

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

APPLICANT: **Mona Lisa and Me**

ADDRESS: **20 S. Parish Avenue**

TYPE LICENSE: **Beer & Wine License**

POLICE CALLS FOR SERVICE AT THIS LOCATION:

LIQUOR VIOLATIONS AT THIS LOCATION:

ARRESTS DUE TO ALCOHOL AT THIS LOCATION:

JPD RECOMMENDATION FOR RENEWAL: YES XXX NO _____

REPORTING OFFICER: 

DATE: 3/23/15

ADDITIONAL INFORMATION: Mona Lisa had two (2) employees attend the JPD alcohol and servers course on August 12, 2014.

AGENDA ITEM 9B

MEMORANDUM

OF

UNDERSTANDING

(Weld County Clerk and Recorder)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 6, 2015

ITEM NUMBER: 9B

SUBJECT: Consider Memorandum of Understanding for Collection of Sales and/or Use Tax by Weld County Clerk and Recorder

ACTION PROPOSED: Approve Memorandum of Understanding

PRESENTED BY: Town Attorney and Town Clerk

AGENDA ITEM DESCRIPTION: The town has previously adopted a sales/use tax that applies to motor vehicles and other licensed vehicles. The town wishes to continue using the services of the Weld County Clerk and Recorder to collect the town's use tax for those vehicles licensed in Weld County by residents of Johnstown.

The attached proposed agreement provides in part for the following:

- At the time a vehicle is registered by a resident of the Town of Johnstown, the Weld County Clerk and Recorder's Office will collect the town's use tax upon the registration of those motor vehicles subject to such tax.
- No registration or title will be issued by the clerk and recorder unless payment of the use tax is made or evidence of exemption from such tax is presented at the time of registration.
- The town agrees to pay the county five-percent (5%) of the total use tax collected by the county for the town. The county will withhold the five-percent from the amount collected on behalf of the town.
- The county will remit to the town net amounts due on a monthly basis no later than the fifteenth day of the next following month.

LEGAL ADVICE: The former Town Attorney reviewed the prior agreement from Weld County and found it acceptable. This agreement is similar to the agreement previously reviewed and approved by the former Town Attorney.

FINANCIAL ADVICE: N/A

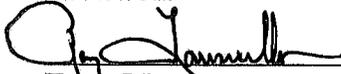
RECOMMENDED ACTION: Approve Weld County Memorandum of Understanding for collection of use tax.

SUGGESTED MOTIONS:

For Approval: I move we approve the Weld County Memorandum of Understanding and authorize the Mayor to sign the agreement.

For Denial: I move we deny approval of the Weld County Memorandum of Understanding.

Reviewed:


Town Manager

MEMORANDUM
OF
UNDERSTANDING

MEMORANDUM OF UNDERSTANDING
COLLECTION OF SALES AND/OR USE TAX
BY WELD COUNTY CLERK AND RECORDER

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is by and between Carly Koppes, Weld County Clerk and Recorder (hereinafter "Clerk and Recorder"), whose address is 1402 N. 17th Avenue, Greeley, CO 80631; John Lefebvre, Weld County Treasurer (hereinafter "Treasurer"), whose address is 1400 N. 17th Avenue, Greeley, Colorado ; and TOWN OF JOHNSTOWN (hereinafter "Municipality"), whose address is 450 SOUTH PARISH
JOHNSTOWN, CO 80534

WITNESSETH:

WHEREAS, Municipality charges a sales tax of ____ % of the purchase price upon all motor vehicle purchases that occur within the boundaries of Municipality (hereinafter "the Sales Tax"), and

WHEREAS, Municipality charges a use tax of 3 % of the purchase price upon all motor vehicle purchased for use by Municipality's residents (hereinafter "the Use Tax"), and

WHEREAS, Municipality desires to have Clerk and Recorder collect the Sales Tax and/or Use Tax from persons who are in the process of licensing them through the Clerk and Recorder, and

WHEREAS, the parties hereto agree to said collection of the Sales Tax and/or Use Tax according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. COLLECTION OF TAXES. Clerk and Recorder shall collect the Sales Tax and/or Use Tax upon the registration of motor vehicles subject to such taxes. No registration or title shall be issued by the Clerk and Recorder unless either payment of the Sales Tax and/or Use Tax is made or evidence of exemption from such taxes is presented at the time of registration.
2. TRANSMITTAL OF FUNDS TO MUNICIPALITY. Clerk and Recorder shall transmit daily all funds collected to the Weld County Treasurer, who shall transmit 95% of the funds collected to Municipality by the 15th of the month following the month of collection thereof; retaining 5% as payment due for the aforementioned collection. Such retained payment shall be submitted into County's General Fund.

3. ENTIRE MOU. This instrument embodies the entire MOU of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this MOU shall supersede all previous communications, representations, or MOUs, either verbal or written, between the parties hereto. No modification to this MOU shall be valid unless agreed to in writing by the parties hereto.

4. NO THIRD-PARTY ENFORCEMENT. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this MOU shall give or allow any claim or right of action whatsoever by any other person not included in this MOU. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this MOU shall be an incidental beneficiary only.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to execute this MOU the day and year first above written.

TREASURER:

CLERK AND RECORDER:

By: _____
 John Lefebvre
 Weld County Treasurer

By: _____
 Carly Koppes, Weld County
 Clerk and Recorder

MUNICIPALITY:

ATTEST:

_____, a
 municipal corporation of the STATE OF
 COLORADO

By: _____,
 Clerk

By: _____,
 Mayor

AGENDA ITEM 9C

WATER

AND

SEWER

SERVICE AGREEMENT

**(Clear View Strategic Behavioral Health at
2534)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 6, 2015

ITEM NUMBER: 9C

SUBJECT: Consider Water and Sewer Service Agreement for Clear View Strategic Behavioral Health at 2534

ACTION PROPOSED: Consider Approval of Water and Sewer Service Agreement for Clear View Strategic Behavioral Health at 2534

PRESENTED BY: Town Attorney

AGENDA ITEM DESCRIPTION: In compliance with the Town's water rights dedication ordinance, the Developer, the owner SBH-North Denver, LLC submitted to the Town a Water and Sewer Demand Analysis on or about October 23, 2013, and it has been accepted by the Town upon a review by the Town's Water Resources Engineer. Based upon the analysis with the proposed construction of a medical facility, average water demand for Clear View Strategic Behavioral Health at 2534 with 10.8± acres is calculated to be 3.96 acre feet per year. Landscaping (raw water) irrigation is provided by the Thompson Crossing Metropolitan District.

The water requirement for this filing is 3.96 acre-feet per year. Water credits will come from Gerrard Family Limited Partnership LLLP and Thompson Ranch LLLP who previously dedicated water rights into a "water bank" under a prior agreement with the Town.

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

FINANCIAL ADVICE: N/A

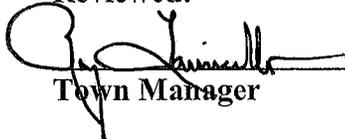
RECOMMENDED ACTION: Approve the Water and Sewer Service Agreement as drafted.

SUGGESTED MOTIONS:

For Approval: I move to approve the Water and Sewer Service Agreement for Clear View Strategic Behavioral Health at 2534 and authorize the Mayor to sign it.

For Denial: I move to deny approval of the Water and Sewer Service Agreement for Clear View Strategic Behavioral Health at 2534

Reviewed:


Town Manager

AGREEMENT

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this ____ day of _____, 2015, by and between **SBH-NORTH DENVER, LLC** a Colorado limited liability company ("Developer") and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, ("Town"), collectively sometimes referred to as the "Parties",

WITNESSETH:

WHEREAS, Developer owns approximately 10.8 acres of land known as Lot 6, Block 1, 2534 Filing No. 4 located in a portion of the Northeast Quarter of the Northwest Quarter of Section 14, Township 5 North, Range 68 West of the 6th P.M., Larimer County, Colorado and described more particularly in Exhibit "A", attached hereto and incorporated herein by this reference ("Subject Property"); and

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

WHEREAS, the Subject Property is being developed by Developer as a medical facility; and

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

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 ("the Ordinance"), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis dated on or about October 23, 2013. That analysis is on file with the Town and has been reviewed and modified by the Town's water resources engineer. The analysis addresses the projected water and sewer demands for the commercial development of the approximately 10.8 acres, identified above. Said analysis indicates that the water dedication set forth in paragraph 2 will meet the estimated potable and non-potable water supply needs for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building Use	3.96	.20
Landscape Irrigation (5.86 acres)	15.63	13.28
Total	19.59	13.48

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

3. **Surplus dedication credit.** The use of the prior surplus dedication credits of will provide to the Gerrard Family Limited Partnership, LLLP and Thompson Ranch, LLLP Raw Water Credits in excess of the water demand projected for the medical facility. The 2534 Water Bank will have a surplus dedication credit with the Town of 113.85 acre-feet. The credit is calculated as follows:

Existing Credit:	117.81 acre-feet
LESS: Estimated demand:	<u>3.96</u> acre-feet
Net current surplus credit:	113.85 acre feet
2534 Water Bank	

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

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

Existing Credit:	278.70 acre-feet
LESS: Estimated demand:	<u>15.63</u> acre-feet
Net current surplus credit:	263.07 acre-feet
Non-potable Irrigation Use	
Farmers Canal	

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

4. Commitment to serve.

(A) Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the approximately 10.8 acres described above up to 3.96 acre-feet per year of water supply for in-building use together with the corresponding sewer service for the uses described above.

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

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

6. Lease of Raw Water for Irrigation. The Developer does not desire to lease any of the water rights dedicated to the Town pursuant to this Agreement and Developer reserves no rights to lease such water in the future.

7. Payment of Water Court Transfer fees. Payment of the Water Court Transfer Fees required by the Ordinance was previously paid when the dedication was originally made. The dedication of 3.96 acre-feet per year of estimated water demand and estimated consumptive use of 0.2 acre feet per year (8 SFE) for the Project does not require any additional payment. If the actual demand for the Subject Property increases, additional fees may be required. Further, in accordance with the Ordinance, additional fees will be required in connection with future development of any Property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the parties in accordance with the Town's Ordinance. If a downward adjustment in demand for the Subject Property is agreed to in the future, the water Court Transfer Fee will also be adjusted/credited proportionately. Conversely, if an upward adjustment in demand is warranted based on actual water usage as described in paragraph 5, above, the Water Court Transfer Fee will also be increased proportionately.

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

TO DEVELOPER:

SBH-North Denver, LLC
d/b/a Clear View Behavioral Health
8295 Tournament Drive, Suite 201
Memphis, Tennessee 38125
Attn: James Shaheen and
Mike Garone
Phone: (901) 969-3100
E-mail: jshaheen@strategicbh.com
mgarone@strategicbh.com

WITH A COPY TO:

Fox Rothschild LLP
1225 17th Street, Suite 2200
Denver, CO 80202
Attn: Marshall H. Fishman, Esq. and
Michael S. Friedman, Esq.
Phone: (303) 292-1200
Fax: (303) 292-1300
Email: mfishman@foxrothschild.com
mfriedman@foxrothschild.com

TO THE TOWN:

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

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

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

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

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

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

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

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

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

13. 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.

14. 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.

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

16. 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.

17. Entire agreement. This Agreement constitutes the entire agreement between the Parties related to water and sewer service for the Subject Property and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement.

18. Recordation and Authority. This Agreement shall be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Larimer County, Colorado, shall run with the Subject Property, 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. Each person signing this agreement represents that he/she has been duly authorized to sign this agreement on behalf of his/her respective entity.

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

(Signatures follow on separate pages)

SBH-NORTH DENVER, LLC

By: [Signature], Authorized Agent

TN
STATE OF COLORADO)
shelby) ss
COUNTY OF LARIMER)

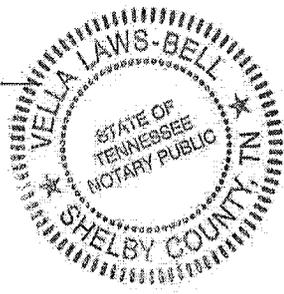
SUBSCRIBED AND SWORN to before me this 19 day of MARCH, 2015 by JIM SHAHEEN, Authorized Agent of SBH-North Denver, LLC.

Witness my hand and official seal.

[Signature]
Notary Public

8295 Tournament Drive, Ste 201
Address
901-969-3100
Telephone

My Commission Expires: 8-10-16



TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Mark Romanowski, Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

Avi S. Rocklin
Johnstown Town Attorney

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 Strategic Behavior Health Hospital, and any successor occupant of the premises at the same location, pursuant to the Water and Sewer Service Agreement between SBH-North Denver, LLC and the Town of Johnstown dated _____, 20___. The amount of such allocated raw water credit is calculated to be 3.96 acre-feet per year for In-Building Use and 15.63 acre-feet per year for Irrigation Use, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement.

GERRARD FAMILY LIMITED PARTNERSHIP, LLLP



Dated: 3/6/15

Nathan Gerrard, Partner
Gerrard Family Limited Partnership, LLLP

THOMPSON RANCH DEVELOPMENT COMPANY



Dated: 3/6/15

Todd Williams, Vice President
Thompson Ranch Development Company

