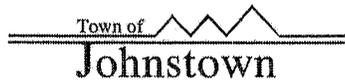


TOWN COUNCIL

MEETING

PACKET

October 5, 2015



Agenda
Monday, October 5, 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 Minutes – September 21, 2015
 - B) Town Council Special Meeting Minutes – September 23, 2015
 - 7) **STAFF REPORTS**
 - 8) **OLD BUSINESS**
 - 9) **NEW BUSINESS**
 - A) Administer Oath of Office to Newly Appointed Council Member
 - B) Consider Tavern Liquor License Renewal for Leo's Place
 - C) ***Public Hearing (First Reading)** – Ordinance No. 2015-138, An Ordinance Amending Section 2-74 of the Johnstown Municipal Code to Increase the Maximum Fine and Modify the Additional Fine and Expand the Disposition of Proceeds from the Proceeds
 - D) Consider Award of Contract for the 2015 Sewer Cleaning Project to DES (Dale's Environmental Services, LLC)
 - E) Presentation by Terri Blackmore of the North Front Range Metropolitan Planning Organization (MPO)
 - 10) **COUNCIL REPORTS AND COMMENTS**
 - 11) **MAYOR'S COMMENTS**
 - 12) **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.

AGENDA ITEMS 6A-B

CONSENT

AGENDA

- **Council Meeting Minutes –September 21,
2015**
- **Special Council Meeting Minutes –
September 23, 2015**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 5, 2015

ITEM NUMBER: 6A

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

- A) Town Council Meeting Minutes-September 21, 2015
- B) Town Council Special Meeting Minutes – September 23, 2015

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

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

For Denial:

Reviewed:


Town Manager

COUNCIL MEETING
MINUTES

The Town Council of the Town of Johnstown met on Monday, September 21, 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 James, Lebsack, Mellon, Mitchell and Molinar Jr.

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

Agenda Approval

Councilmember James made a motion seconded by Councilmember Lebsack to amend the agenda by omitting the following New Business items 9A. and 9B. and add item 9E. related to a special meeting. 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:

- September 9, 2015 - Town Council Meeting Minutes
- Payment of Bills
- August Financial Statements
- Investment Advisory Agreement Amendment

Motion carried with a unanimous vote.

New Business

C. Consider Award of Contract to Door Specialties for Columbine Complex Door Replacement Project – Councilmember James made a motion seconded by Councilmember Lebsack to approve the contract for the Columbine Complex Door Project to Door Specialties in a total amount not to exceed \$36,513.00 and also, authorize the Town Manager to approve change orders in an amount not to exceed 10% of the contract amount, and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

D. Consider Appointment of Council Member – Councilmember Damien Berg resigned from the Town Council effective August 31, 2015. Councilmember Molinar made a motion seconded by Councilmember Mitchell to appoint Chad Young as Councilmember. Motion approved 5 – 1.

E. Special Meeting – Councilmember James made a motion seconded by Councilmember Mellon to Consider Resolution 2015-13 and Resolution 2015-14 at the Special Meeting scheduled for Wednesday, September 23 at 6:00 p.m. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 7:28 p.m.

Mayor

Town Clerk/Treasurer

**SPECIAL
COUNCIL MEETING
MINUTES**

The Town Council of the Town of Johnstown met in special session on Wednesday, September 23, 2015 at 6:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Pro tem Gary Lebsack led the Pledge of Allegiance.

Roll Call:

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

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

Agenda Approval

Councilmember Mellon made a motion seconded by Councilmember Molinar Jr. to approve the agenda as submitted. Motion carried with a unanimous vote.

New Business

A. Consider Resolution No. 2015-13, A Resolution Finding that the Issuance of Debt Contemplated by the Exclusion Agreement is not a Material Modification of the Johnstown Plaza Metropolitan District Service Plan – Councilmember Mellon made a motion seconded by Councilmember James to approve Resolution No. 2015-13, finding that the issuance of the debt contemplated by the Exclusion Agreement is not a material modification of the Johnstown Plaza Metropolitan District Service Plan. Motion carried with a unanimous vote.

B. Consider Resolution No. 2015-14, Modifying Approval of Service Plan for Thompson Crossing Metropolitan Districts Nos. 1-6 by Eliminating a Condition Related to the Issuance of Debt – Councilmember Mitchell made a motion seconded by Councilmember Mellon to approve Resolution No. 2015-14, modifying approval of the Service Plan for the Thompson Crossing Metropolitan Districts Nos. 1-6 by eliminating condition 3 (c) related to the issuance of debt. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 6:11 p.m.

Mayor

Town Clerk/Treasurer

AGENDA ITEM 9A

**ADMINISTER
OATH
OF
OFFICE**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 5, 2015

ITEM NUMBER: 9A

SUBJECT: Administer Oath of Office – Newly Appointed Council Member

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

PRESENTED BY: Town Clerk

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

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

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

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

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

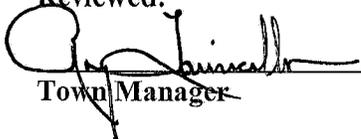
LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

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

SUGGESTED MOTION: N/A

Reviewed:


Town Manager

AGENDA ITEM 9B

**TAVERN
LIQUOR LICENSE
RENEWAL
(Leo's Place)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 5, 2015

ITEM NUMBER: 9A

SUBJECT: Consider Tavern Liquor License Renewal - Leo's Place

ACTION PROPOSED: Approve Tavern Liquor License Renewal

PRESENTED BY: Town Clerk

AGENDA ITEM DESCRIPTION: Mercy Rivera, operating manager of Leo's Place, has submitted a renewal application to the Town Clerk for a tavern liquor license (malt, vinous, and spirituous) for Leo's Place located at 19 ½ So. Parish Ave., Johnstown. The required fees have been submitted to the Town. According to the Johnstown Police Department, the establishment has cooperated with law enforcement officials and there have been no violations of the liquor code during the last licensing period (refer to attachment).

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

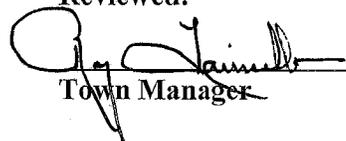
RECOMMENDED ACTION: Approve the tavern liquor license renewal.

SUGGESTED MOTIONS:

For Approval: I move to approve the tavern liquor license renewal for Leo's Place.

For Denial: I move to deny approval of the tavern liquor license renewal for Leo's Place.

Reviewed:


Town Manager

**RENEWAL
APPLICATION**

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

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

LEO'S PLACE
 600 CHARLOTTE
 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 RIVERA MERCY I		DBA LEO'S PLACE		
Liquor License # 41873750000	License Type Tavern (city)	Sales Tax License # 41873750000	Expiration Date 9/20/2015	Due Date 8/6/2015
Street Address 19 1/2 S PARISH JOHNSTOWN CO 80534-9099				Phone Number (970) 587 4866
Mailing Address 600 CHARLOTTE JOHNSTOWN CO 80534				
Operating Manager <i>Mercy I Rivera</i>	Date of Birth <i>4-22-48</i>	Home Address <i>600 Charlotte St Johnstown, CO</i>		Phone Number <i>970-587-4115</i>

- 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 _____
- 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 <i>Mercy I Rivera</i>	Title <i>owner</i>
Signature <i>Mercy I Rivera</i>	Date <i>8-20-15</i>

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.**

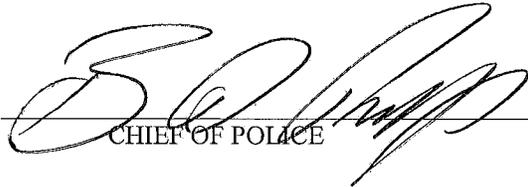
Local Licensing Authority For	Date
Signature	Title
	Attest

**POLICE
REPORTS**

TOWN OF JOHNSTOWN POLICE DEPARTMENT

Information 3.2% Beer or Liquor Application

- Name and address of Applicant} Mercy Rivera
600 Charlotte Street
Johnstown, CO 80534
1. Trade Name and Address} Leo's Place
19 ½ S. Parish
Johnstown, CO 80534
2. Date of Application: 08/20/2015
3. Type of Application: Tavern License
4. Documents Accompanying Application
- A. Local and State License Fees} Submitted with application
 - B. Evidence of Correct Zoning} CBD
 - C. Building Plans and or Sketch of Interior} N/A
 - D. Distance from School as per State} N/A
 - E. Deed or Lease or Assignment of Lease or Ownership} Owned
5. Evidence of Public Notice
- A. Posting of Premises} N/A
 - B. Legal Publication } N/A
6. Investigation: Police Department Case#}
- A. Applicant has made application for renewal of their Tavern License
 - B. Leo's Place has operated legally during its last license period.
 - C. Cooperation with law enforcement has been good.
8. Findings of fact:
- A. Leo's Place presently holds license 41873750000 that expires September 20, 2015
 - B. The required fees were submitted.
 - C. It is my recommendation that the renewal be approved.


CHIEF OF POLICE


DATE

JOHNSTOWN POLICE DEPT.
LIQUOR LICENSE RENEWAL INFORMATION SHEET

APPLICANT: Leo's Place

ADDRESS: 19 1/2 South Parish

TYPE LICENSE: Tavern License

POLICE CALLS FOR SERVICE AT THIS LOCATION:

LIQUOR VIOLATIONS AT THIS LOCATION: 0

ARRESTS DUE TO ALCOHOL AT THIS LOCATION: 0

JPD RECOMMENDATION FOR RENEWAL: YES XXX NO _____

REPORTING OFFICER:



DATE: 9/21/15

ADDITIONAL INFORMATION: Two (2) employees attended the training on August 27, 2015.

AGENDA ITEM 9C

**AMENDMENT
TO
SECTION 2-74
JOHNSTOWN MUNICIPAL CODE
(Fines/Disposition of Proceeds)
(Ordinance No. 2015-138)
(*Public Hearing)**

**** PUBLIC HEARING PROCEDURE – (First Reading) Ordinance No. 2015-138-An Ordinance Amending Section 2-74 of the Johnstown Municipal Code to Increase the Maximum Fine , Modify the Additional Fine and Expand the Disposition of Proceeds from the Additional Fine***

1. Open public hearing.
2. Receive information from staff.
3. Ask to hear from anyone who supports Ordinance No. 2015-138 on first reading.
4. Ask to hear from anyone who opposes Ordinance No. 2015-138 on first reading.
5. Close the public hearing.
6. Ask for discussion.
7. Make decision and/or motion from Council.
 - a. Need motion to approve or deny Ordinance No. 2015-138.

(SUGGESTED MOTIONS):

For Approval:

I move to approve to approve Ordinance No. 2015-138 on first reading.

For Denial:

I move to deny approval of Ordinance No. 2015-138 on first reading.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 5, 2015

ITEM NUMBER: 9C

SUBJECT: *Public Hearing (First Reading) Ordinance No. 2015-138, An Ordinance Amending Section 2-74 of the Johnstown Municipal Code to Increase the Maximum Fine, Modify the Additional Fine and Expand the Disposition of Proceeds from the Additional Fine

ACTION PROPOSED: Approve Ordinance No. 2015-138

PRESENTED BY: Town Attorney, Avi Rocklin and Police Chief, Brian Phillips

AGENDA ITEM DESCRIPTION: Section 2-74 of the Johnstown Municipal Code provides that the total fine that may be imposed by the municipal court may not exceed one thousand dollars (\$1,000.00). In 2013, the Colorado General Assembly raised the maximum fine a Colorado municipal court is entitled to impose to two thousand six hundred fifty dollars (\$2,650.00), which limitation is subject to an annual adjustment for inflation on January 1 of each year. The Police Department recommends that the Johnstown Municipal Code be amended to conform to the maximum limitations set forth in state law.

Section 2-74 further provides that, after determining the appropriate fine for each person convicted of violating an ordinance, the Municipal Court Judge shall add an additional fine equal to ten percent (10%) of such fine and that the proceeds of such additional fine shall be used for the purpose of law enforcement training. To provide consistency for citations that do not require a mandatory court appearance, the Police Department recommends that an additional fine in the amount of ten dollars (\$10.00) be assessed for each parking violation and that an additional fine in the amount of twenty-five dollars (\$25.00) be assessed for each traffic violation. For all other citations, if a defendant is convicted of the offense, the additional fine will be assessed in the same manner as currently assessed.

The Police Department further recommends that the use of the proceeds collected from the additional fine should be expanded to include the purchase of equipment for traffic enforcement and traffic safety

LEGAL ADVICE: The Town Attorney prepared Ordinance No. 2015-138.

FINANCIAL ADVICE: N/A

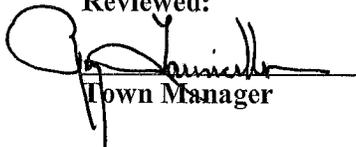
RECOMMENDED ACTION: Approve Ordinance No. 2015-138.

SUGGESTED MOTION:

For Approval: I move to approve Ordinance No. 2015-138 on first reading, amending Section 2-74 of the Johnstown Municipal Code to increase the maximum fine, modify the additional fine and expand the disposition of proceeds from the additional fine.

For Denial: I move to deny approval of Ordinance No. 2015-138 on first reading.

Reviewed:


Town Manager

ORDINANCE

No. 2015-138

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2015-138

**AN ORDINANCE AMENDING SECTION 2-74 OF THE
JOHNSTOWN MUNICIPAL CODE TO INCREASE THE MAXIMUM
FINE, MODIFY THE ADDITIONAL FINE AND EXPAND THE
DISPOSITION OF PROCEEDS FROM THE ADDITIONAL FINE**

WHEREAS, Section 2-74 of the Johnstown Municipal Code provides that the total fine that may be imposed by the Municipal Court Judge may not exceed one thousand dollars (\$1,000.00); and

WHEREAS, in 2013, the Colorado General Assembly raised the maximum fine a Colorado municipal court is entitled to impose; and

WHEREAS, C.R.S. § 13-10-113 and C.R.S. § 31-16-101 provide that any person convicted of violating a municipal ordinance may be fined in an amount not to exceed two thousand six hundred fifty dollars (\$2,650.00), which limitation is subject to an annual adjustment for inflation on January 1 of each year; and

WHEREAS, the Johnstown Police Department has recommended that the Johnstown Municipal Code be amended to conform to the maximum limitations set forth in state law; and

WHEREAS, Section 2-74 of the Johnstown Municipal Code further provides that, after determining the appropriate fine for each person convicted of violating an ordinance, the Municipal Court Judge shall add an additional fine equal to ten percent (10%) of such fine and that the proceeds of such additional fine shall be used for the purpose of law enforcement training; and

WHEREAS, the Johnstown Police Department has recommended that, to provide consistency for citations that do not require a mandatory court appearance, the additional fine should be set at a standard rate of ten dollars (\$10.00) for each parking violation and twenty-five dollars (\$25.00) for each traffic violation; and

WHEREAS, the Johnstown Police Department has further recommended that the use of the proceeds collected from the additional fine should be expanded to include the purchase of equipment for traffic enforcement and traffic safety; and

WHEREAS, Town Council finds and determines that it is in the best interest of the Town of Johnstown to adopt the recommendations of the Johnstown Police Department and the following amendments and revisions to Section 2-74 of the Johnstown Municipal Code.

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

Section 1. Section 2-74 of the Johnstown Municipal Code shall be amended in full to read as follows:

Sec. 2-74. Fines imposed by the Municipal Court.

(a) *Additional Fine.*

1. For parking citations, an additional fine in the amount of ten dollars (\$10.00) shall be added.
2. For traffic citations that do not require a mandatory court appearance, an additional fine in the amount of twenty-five dollars (\$25.00) shall be added.
3. For all other citations, after determining the appropriate fine for each person convicted of violating an ordinance of the Town, the Municipal Judge shall add thereto an additional fine in an amount equal to ten percent (10%) of such fine.

(b) *Maximum Fine.* The total fine, including the additional fine, shall not exceed the maximum fine permitted under state law.

(c) *Disposition of proceeds.* All proceeds of the additional fine shall be paid into the General Fund of the Town to be used for the purpose of law enforcement training or for the purchase of equipment for traffic enforcement and traffic safety.

Section 2. Publication and Effective Date. 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.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 5th day of October, 2015.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the
Town Council of the Town of Johnstown, Colorado, this 19th day of October, 2015.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

AGENDA ITEM 9D

**AWARD
OF
CONTRACT
(2015 Sewer Cleaning Project)
(Dale's Environmental Services, LLC)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 5, 2015

ITEM NUMBER: 9D

SUBJECT: Consider Award of Contract for the 2015 Sewer Line Cleaning Project to DES (Dale's Environmental Services, LLC)

ACTION PROPOSED: Award Contract to DES (Dale's Environmental Services, LLC)

PRESENTED BY: Public Works Director, Town Manager, and Town Attorney

AGENDA ITEM DESCRIPTION: The 2015 Sewer Cleaning Project will encompass the problem areas of Town as determined by the Water/Wastewater Superintendent. The total length of lines to be cleaned is estimated at 71,000 linear feet.

Section 9.1.3 of the Town's Purchasing Procedure Manual provides in part for the following:

"Procurement Under Existing Contracts." Department Heads and the Town Administrator may contact for services, construction of items of tangible personal property without use of competitive sealed bids or competitive sealed proposals, as follows:

- 9.3.1** "With a vendor which has a current contract or price agreement with the state purchasing agent or central purchasing officer or with another municipality or a county which has or uses an open bid process for the items that are to be procured if the following conditions are met:
- a. The quantity purchased does not exceed the quantity, which may be purchased under the applicable contract; and
 - b. The purchase order adequately identifies the contract relied upon by number, if applicable or by other appropriate references."

DES was the lowest bidder of the City of Loveland's 2012 sewer cleaning/video inspection project and was awarded a renewal contract by the City on April 10, 2015 (refer to attachment). DES will provide Johnstown with the same services per the Loveland specifications at the Loveland unit prices. Using the estimated length quantity and Loveland unit prices the total "not to exceed" cost of the project is as follows:

Sewer cleaning (per linear foot):	(\$0.35)	\$24,850
Video inspection (per lineal foot) + contingency:	(\$0.35)	<u>\$5,150</u>
Total Cost (not to exceed):		\$30,000

According to the contract, DES will have until November 30, 2015 to complete the cleaning project.

LEGAL ADVICE: The former Town Attorney drafted the attached agreement.

FINANCIAL ADVICE: According to the Town Treasurer, sufficient funds are available for the project.

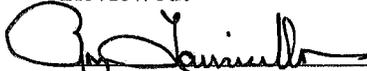
RECOMMENDED ACTION: Award the contract to Dale's Environmental Services LLC for a total price not to exceed **\$30,000**.

SUGGESTED MOTIONS:

For Approval: I move to award the contract for the 2015 Sewer Line Cleaning Project to Dale's Environmental Services for a total price not to exceed \$30,000 and authorize the Mayor to sign the agreement.

For Denial: I move to deny the award of the contract to Dale's Environmental Services, LLC.

Reviewed:


Town Manager

AGREEMENT

TOWN OF JOHNSTOWN, COLORADO

SANITARY SEWER LINE CLEANING

THIS CONTRACT entered into at Johnstown, Colorado, this _____ day of _____, 2015 by and between the TOWN OF JOHNSTOWN, COLORADO, a Colorado Home Rule Town, with address for notice at 450 S. Parish Ave./ P.O. Box 609, Johnstown, Colorado 80534 hereinafter called and referred to as the Town, and DALE'S ENVIRONMENTAL SERVICES, LLC (DES), with address for notice at P O Box 337660, Greeley, CO 80633 hereinafter called and referred to as Contractor.

WITNESSETH:

THAT FOR AND in consideration of the premises, the payments hereinafter provided for, and the mutual covenants, promises, doings, and things hereinafter set forth, the parties hereto do now agree as follows:

1. That Town does engage the services of Contractor, and Contractor does hereby bind himself unto Town, to perform the following project to Town, to wit:

SANITARY SEWER LINE CLEANING

for a total price not to exceed Thirty thousand and 00/100 Dollars (\$30,000.00), which shall be paid in the following manner:

The bid price shall be payable by Town unto Contractor upon Town's accounts payable cycle following approval by Town of detail invoices from Contractor. Final payment equal to ten percent (10%) of the bid amount shall be paid upon final completion of the work, and acceptance by the Town, and receipt of all lien waivers, and end of period for Notice of Final Payment as published by Town Clerk.

2. That all of Contractor's performance hereunder shall be in a workmanlike manner, and shall be in conformity with the attached specifications for said project, and in accordance with time restrictions and limitations set forth:

The term "Contract documents" means and includes the following:

- (a) Contract and Attachments
- (b) Specifications
- (c) Fence quote
- (d) Insurance Certificates and Insurance Requirements
- (e) Notice to Proceed
- (f) Change Order
- (g) Invitation for Bids
- (h) Information for Bidders
- (i) Bid Proposal and Bid Bond

- (j) Notice of Contractor's Settlement
- (k) Final Receipt and Guarantee

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

3. That within five (5) days of the execution of the contract, the Contractor shall have furnished the Town all of the items required of the Contractor in the Contract Documents. Upon receiving the required documents, the Town shall issue a Notice to Proceed. Contractor shall then have until November 30, 2014 to complete the project. Failure to complete the project by the specified time shall cause Contractor to be liable to the Town for \$100.00 each day beyond such time period to reimburse Town for its damages for such delay, such amount being difficult to ascertain in advance, and therefore, the Parties agree to the per day damages as liquidated damages and not as a penalty.

This contract shall be and become binding upon, and inure to the benefit of, the parties hereto, their heirs, personal representatives, successors and assigns. Further, this Contract shall be construed and interpreted according to the laws of the State of Colorado and any action to interpret, construe, or enforce the same shall be maintained in the appropriate court in Weld County, Colorado.

Executed as of the date and year as above written.

TOWN OF JOHNSTOWN, COLORADO

By _____
Mayor

ATTEST:

By _____
Town Clerk

CONTRACTOR

By Dale Domaree, owner
(Title)

Attachment A

**REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES
PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS**

Contractor shall not:

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

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

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

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

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

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

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

**LOVELAND
MATERIALS**

**RENEWAL
Services Contract**

This Renewal is entered into this 10th day of April, 2015, nunc pro tunc December 31, 2014 by and between the City of Loveland, Colorado ("City") and Dale's Environmental Services, LLC ("Contractor").

Whereas, the parties entered into a contract for **Cleaning of Sanitary Sewer Lines and Sanitary Sewer Closed Circuit TVing** dated **March 12, 2012** ("Contract"); and

Whereas, the Contract expires on **December 31, 2014**; and

Whereas, the parties desire to renew the Contract for an additional one-year term.

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. The Contract is hereby renewed for a one-year term effective **January 1, 2015**, to **December 31, 2015**.
2. The Contract price for this renewal term shall be an amount not to exceed **\$135,000 for Cleaning of Sanitary Sewer Lines**.
3. Exhibit A shall remain the same unless an amended Exhibit A is attached to this Renewal. Any such attachments shall be incorporated into the Contract as if fully set forth therein.
4. All other terms and conditions of the Contract shall remain in full force and effect according to the provisions thereof.
5. This Renewal may be executed by electronic signature in accordance with C.R.S. § 24-71.3-101 *et seq.*

Signed by the parties on the date written above.

City of Loveland, Colorado

By: Stephen Adams

Title: Director, Water and Power

ATTEST:

Janni M. Weaver
City Clerk

APPROVED AS TO FORM:

J. Gost Orndt
Assistant City Attorney



Updated 12/10/2010

Contractor

By: *Janell Foose*

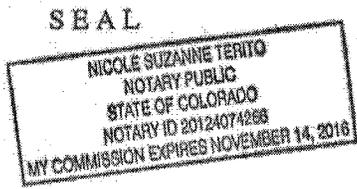
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 18th day of MARCH,
2015 by JANELL FOOSE
(Insert name of individual signing on behalf of the Contractor)

[Signature]
Notary's official signature

11/14/2016
Commission expiration date





DALE'S ENVIRONMENTAL SERVICES, LLC

P.O. Box 837860 – Greeley, Colorado 80633

Phone (970) 371-5251

Phone (303) 503-6697

FAX (970) 356-4168

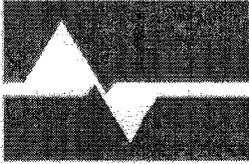
2015 SCOPE OF SERVICE

**CLEANING OF SANITARY SEWER LINES & SANITARY SEWER-
STORMWATER CLOSED CIRCUIT TV-ING**

DESCRIPTION

COST

Jet cleaning.....\$.35/ft.
all pipe size/diameter



City of Loveland

CITY OF LOVELAND PURCHASING DIVISION

Loveland, CO 80537
Phone (970) 962-2695
Fax (970) 962-2918
TDD# (970) 962-2620

PO Number	Page(s)
15-0390	2

DATE: 04/15/2015

PURCHASE ORDER

Vendor: DALE'S ENVIRONMENTAL SERVICES LLC
PO BOX 337660
GREELEY, CO 80633

Ship To:

Federal Tax Exempt #A-138571
State Tax Exempt #98-03478

Bill To: Gary Graham
500 East Third St
Loveland, Colorado 80537

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING DOCUMENTS MUST SHOW PURCHASE ORDER NUMBER

Vendor #: 7131

Date Needed: 04/14/2015

FOB: Dest PP&Allow

Requested By: Gary Graham
EMAIL: Gary.Graham@cityofloveland.org

Item	Quantity	Unit	Vendor/Item Part #	Description	Unit Price	Total Price
1	135,000.00	EA		Cleaning Sanitary Sewer Lines Account # 315-46-313-2904-43899	\$1.0000	\$135,000.00
Overall Total: \$ 135,000.00						

Included Comments

Description

Cleaning Sanitary Sewer Lines

Resolution #:

Contract #:

The responsible party has certified by its requisition that this purchase is necessary for the proper operation of the City of Loveland and that the funds are appropriated in the current budget.

Cynthia Scymanski

Steve Johnson

Art Szallar

GENERAL CONDITIONS OF PURCHASE

1. To ensure prompt payment, mail invoices for each shipment. To: (The Requesting Person on the face of this Purchase Order), City of Loveland, 500 E. 3rd St., Loveland, CO 80537, or email to requesting person on the face of this purchase order. Invoices to be plainly marked with the purchase order number. Invoices not mailed as directed may delay payment or become lost.
2. All special conditions on the face of the purchase order are hereby made a part of these general conditions of purchase.
3. The laws of the State of Colorado, U.S.A., shall govern in connection with the information, performance and legal enforcement of this purchase order.
4. The purchase order is an ACCEPTANCE of the OFFER as summarized in your quotation. When this purchase order is an OFFER to buy, your ACCEPTANCE must show promised delivery date and method of shipping.
5. PLEASE ADVISE PERSON REQUESTING (as noted on face of the Purchase Order) IMMEDIATELY IF:
 - A. You cannot make complete shipment to arrive on our promised delivery date.
 - B. Price of items on purchase order differs in any way from actual pricing.
6. Your ACKNOWLEDGMENT MUST show expected delivery dates and method of shipping. An acceptance of this order may be made by returning an acknowledgment or by making a shipment.
7. In the event of a vendor's failure to deliver as and when specifically promised, the City of Loveland reserves the right to cancel this purchase order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Loveland may return all or part of any shipment so made and may charge vendor with any loss or expense as a result of such failure to deliver as promised.
8. Cash discount period will start from date of receipt of acceptable invoice or from date of receipt of acceptable merchandise at destination by authorized City agent, whichever is later.
9. THIS ORDER IS MADE WITH THE FOLLOWING EXPRESS TERMS:
 - A. That goods rejected due to failure to meet specifications, either when shipped or due to defects or damage in transit, may be returned to you for credit or are replaced on receipt of instructions from the City of Loveland.
 - B. That goods are subject to City inspection on arrival.
 - C. That if price is omitted on purchase order, vendor's price will be the lowest prevailing market price.
10. The City of Loveland is exempt from all Federal taxes under Chapter 32 of the Internal Revenue Code (Registration No. A-138571) and from all City and State use taxes (ref CRS as amended 1973, Chapter 39-26 114(a) State Exempt No 98-03478).
11. Vendor certifies that it meets prevailing wage rates in its area.
12. EQUAL OPPORTUNITY CLAUSE and CERTIFICATION OF NON-SEGREGATED FACILITIES
The vendor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and the applicable law respecting discrimination and unfair employment practices (reference 24.34.301 CRS 1973, as amended, and the Governor's Executive Order of April 16, 1975 relating to equal opportunity and affirmative action, and Section 202 of the Federal Executive Order No. 11246 issued by the President of the United States as amended by Executive Order No. 11375 as applicable which are incorporated herein by reference). The vendor agrees to comply both specifically and with intent of Section 503 and 504 of the Rehabilitation Act of 1973, as amended. (The Act deals with non-discrimination in hiring and personnel practices related to the handicapped and making facilities accessible to the disabled.)
13. The Vendor agrees to comply with the Davis-Bacon Act when applicable.
14. Termination settlement of purchase orders terminated for convenience of the City of Loveland, not involving delay or late delivery, may be affected by negotiated agreement. Every effort will be made to reach a fair and prompt settlement with the vendor.
15. Receipt of the merchandise, services or equipment in response to the order can result in authorized payment on the part of the City of Loveland. However, it is to be understood that FINAL ACCEPTANCE is dependent upon completion of all applicable required inspection procedures. Should the service rendered or merchandise furnished fail to meet inspection requirements, the City of Loveland reserves the right to open negotiations with the vendor to permit a mutually acceptable and equitable solution to the transaction.
16. TO ENSURE COMPLIANCE with the terms of this contract, the following must be accomplished: All reports, notices, and advice of any nature concerning administration of the order or contract prepared by your company for the City of Loveland's use must be furnished to the Requesting Party as stated on the face of this Purchase Order.
17. Neither party to this contract may assign any portion of this agreement without the prior written consent of the other party.
18. All provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made part of this agreement.
19. All parties in this contract agree that the representative named herein is in fact bonafide and possess full authority to bind said parties.
20. All shipments in response to and in full accordance with authorized purchase orders having accompanying documents of title are subject to physical inspection prior to acceptance.
21. All transportation charges are to be prepaid by vendor unless otherwise agreed upon in advance.

AGENDA ITEM 9E

PRESENTATION
BY
TERRI BLACKMORE
(North Front Range MPO)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 5, 2015

ITEM NUMBER: 9E

SUBJECT: Presentation by Terri Blackmore of North Front Range Metropolitan Planning Organization

ACTION PROPOSED: N/A

PRESENTED BY: Terri Blackmore

AGENDA ITEM DESCRIPTION: Terri Blackmore of the North Front Range Metropolitan Planning Organization (MPO) has requested an audience with the Town Council to present the following information:

- North Front Range MPO structure
- Reason(s) the MPO exists
- How funding flows to the MPO and member communities
- Recent plan adoptions by the MPO

Ms. Blackmore will be giving a short power point presentation (please refer to attachment) which is anticipated to last approximately fifteen (15) minutes.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

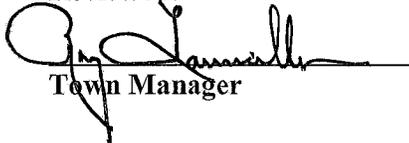
RECOMMENDED ACTION: N/A

SUGGESTED MOTIONS: N/A

For Approval:

For Denial:

Reviewed:


Town Manager

**POWER
POINT
PRESENTATION**



NFRMPO

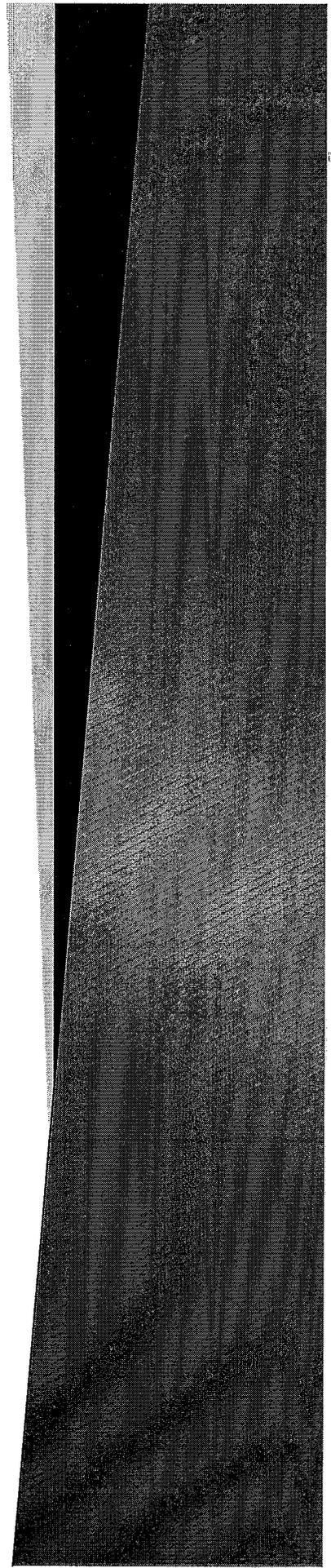
Johnstown Council

October 5, 2015

Terri Blackmore

(970) 416-2174

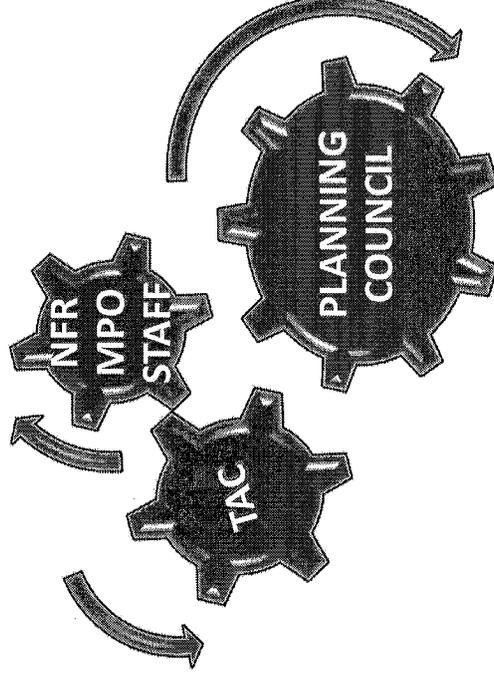
www.nfrmpo.org



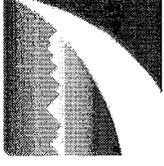
MPO Structure



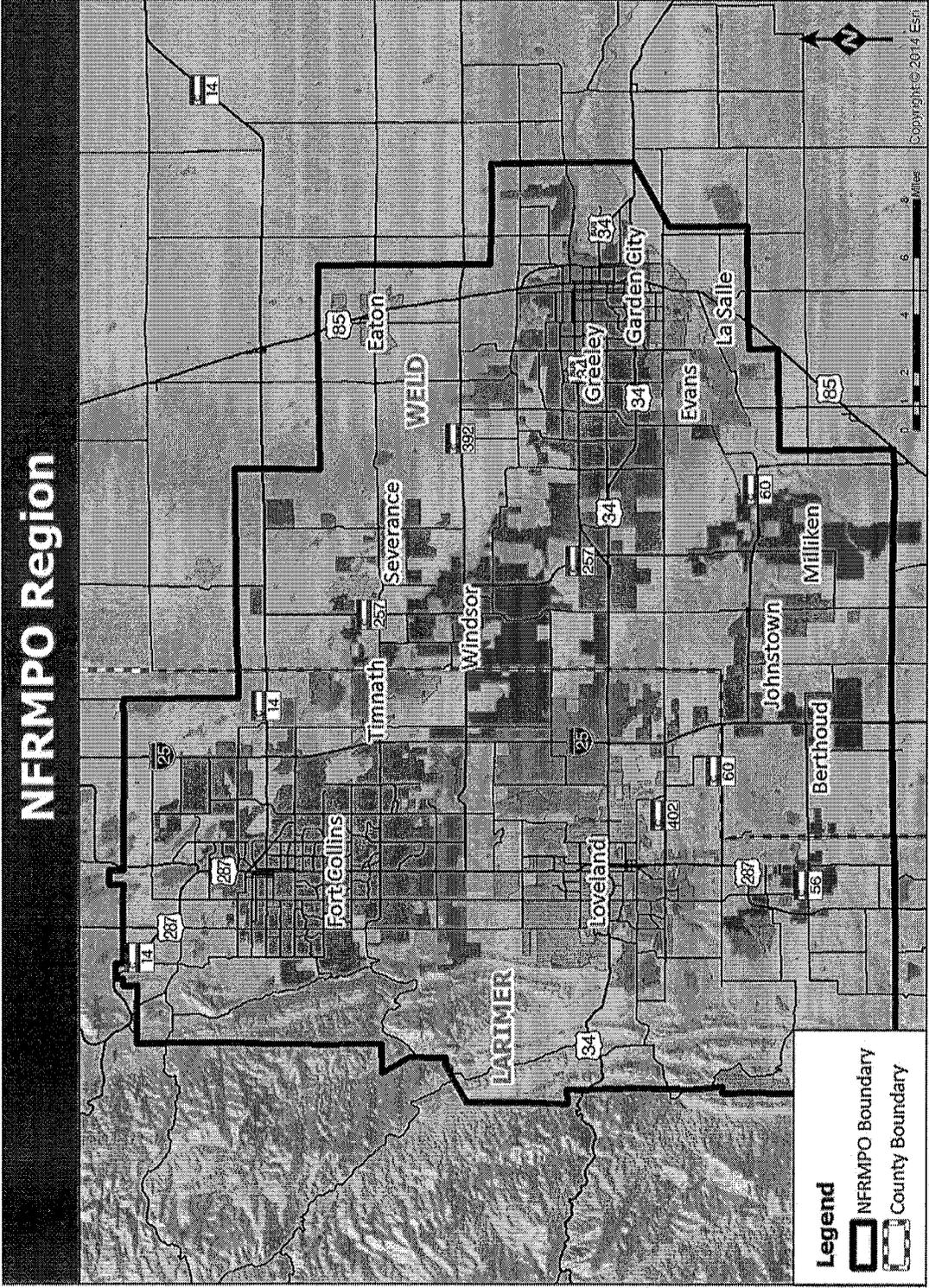
- ▶ 17 Member Planning Council – sets Policy and approves funding allocation
- ▶ 15 Member Technical Advisory Committee – advises the Council on Technical issues (7 Non-voting members)
- ▶ 13 Member Staff – 10 full-time and 3 part-time



North Front Range MPO



NFRMPO
NORTH
FRONT RANGE
METROPOLITAN
PLANNING
ORGANIZATION



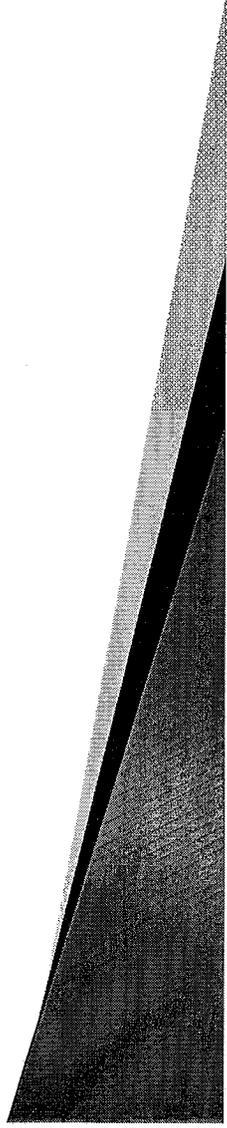
Jun, 2015

Sources: CDOT, 2014

Air Quality Conformity



- ▶ NFRMPO must use a travel model to evaluate RTP and TIP
- ▶ MODEL results used by CDPHE APCD to run MOVES2014
- ▶ NFRMPO must meet the EPA approved budget for NO_x and VOC as well as CO



Flow of Funds



Federal

- Federal Transportation Bill
- Sets funding levels
- Allocates money to States

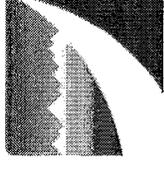
State

- Passes federal funds to MPOs
- Responsible for administering funds

MPO

- Completes federal requirements; Long Range Transportation Plan and Transportation Improvement Program
- Receives federal funds for projects and planning
- Creates a regionally cooperative process for distribution of federal funds to local government members

Call for Projects Process for FY2016-2019



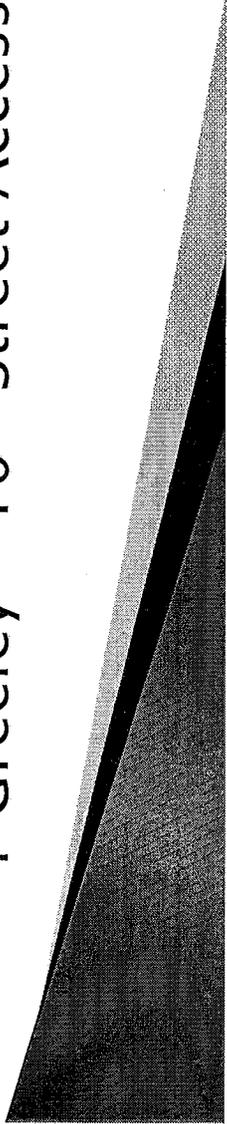
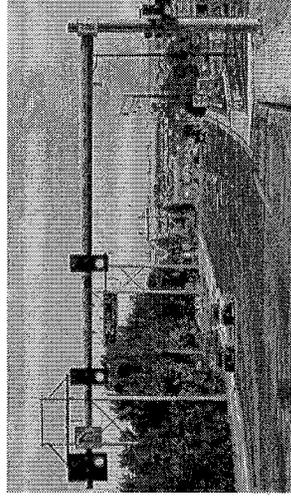
- ▶ Identified Goals, Objectives, Performance Measures, and Targets
- ▶ Identified project selection criteria for each funding source
- ▶ Set funding targets for STP-Metro and separated small communities from large
- ▶ Allowed small communities to use funds for maintenance



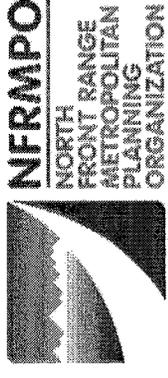
STP-Metro FY2016 to 2019



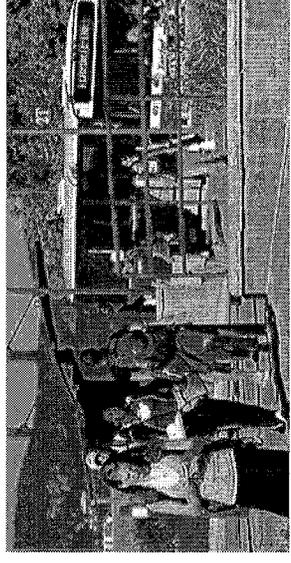
- ▶ 12 projects submitted
- ▶ 9 fully or partially projects funded – \$13.8M
 - 2 CDOT I-25 projects – Crossroads and Climbing Lane
 - 1 Fort Collins – Horsetooth and College Intersection
 - 1 Loveland – US 34 Widening
 - 1 Larimer – LCR 17 Expansion
 - 1 Berthoud – LCR 17 Expansion
 - 1 Evans – 65th Ave Widening
 - 1 Eaton – Collins Street Resurfacing
 - 1 Greeley – 10th Street Access Control



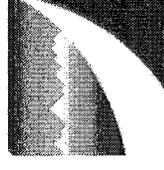
CMAQ 2016 to 2019



- ▶ 10 projects submitted
- ▶ 8 fully or partially funded projects – \$13.3 M
 - 2 City of Greeley – 1 signal funded & 1 transit partially funded
 - 3 City of Loveland – 1 signal funded, 1 transit partially funded, & 1 CNG vehicles partially funded
 - 1 Larimer County – CNG vehicles partially funded
 - 1 Weld County/LaSalle – CNG vehicles / Facility Expansion partially funded
 - 1 Fort Collins – 1 transit partially funded

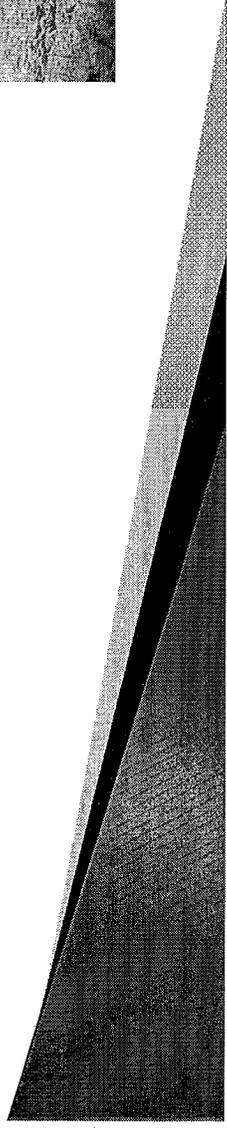
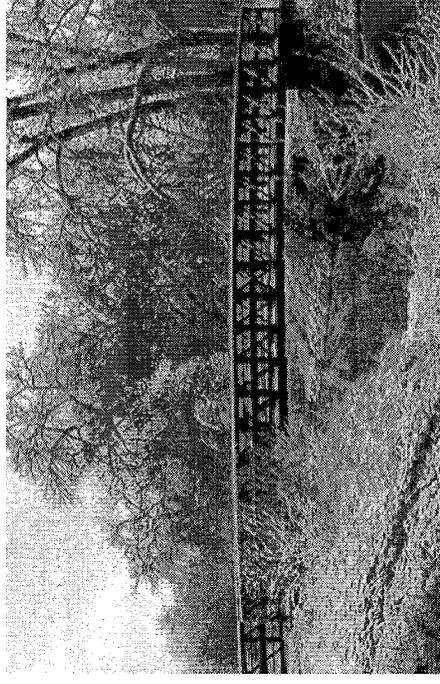


TAP FY2016-19

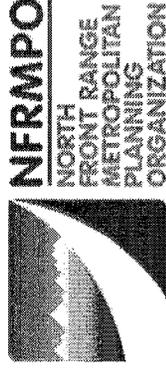


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ORGANIZATION

- ▶ 2 TAP projects Funded – \$1M
 - Larimer County/Fort Collins/Loveland – Colorado Front Range Trail
 - Windsor/Severance/Eaton – Great Western Trail



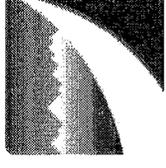
Council Action



- ▶ Approved TAC recommended FY2016-2019 Call For Projects at December 2014 meeting
- ▶ Completed & Expected Approvals:
 - 2040 Regional Transit Element – August 6, 2015
 - Congestion Management Process – September 3, 2015
 - 2040 Regional Transportation Plan – September 3, 2015
 - Public Involvement Plan – November 5, 2015

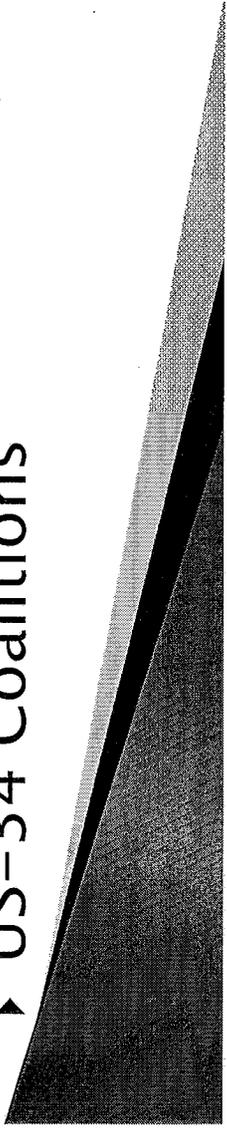
Planning Participation

Regional Level



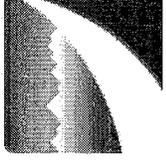
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ORGANIZATION

- ▶ I-25 Coalition
- ▶ US-85 Planning & Environmental Linkages Study
- ▶ North Area Transportation Alliance
- ▶ NOCO Bike & Ped Collaborative
- ▶ Larimer County Strategic Planning
- ▶ North I-25 Commuter Rail TAC
- ▶ US-287 Coalition
- ▶ Front Range on Track
- ▶ Hill n Park
- ▶ US-34 Coalitions

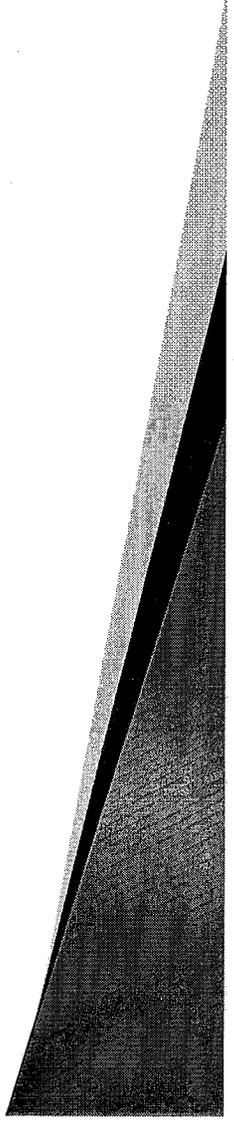


Planning Participation

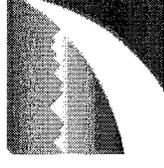
State Level



- ▶ State Transportation Advisory Committee
- ▶ Regional Air Quality Council
- ▶ Statewide MPO Committee
- ▶ State Freight Committee
- ▶ State Alternative Fuels Committee
- ▶ Intermountain West Committees

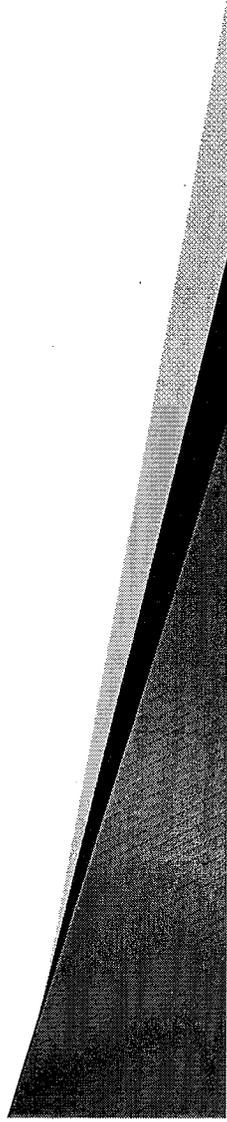


VanGo™ Program



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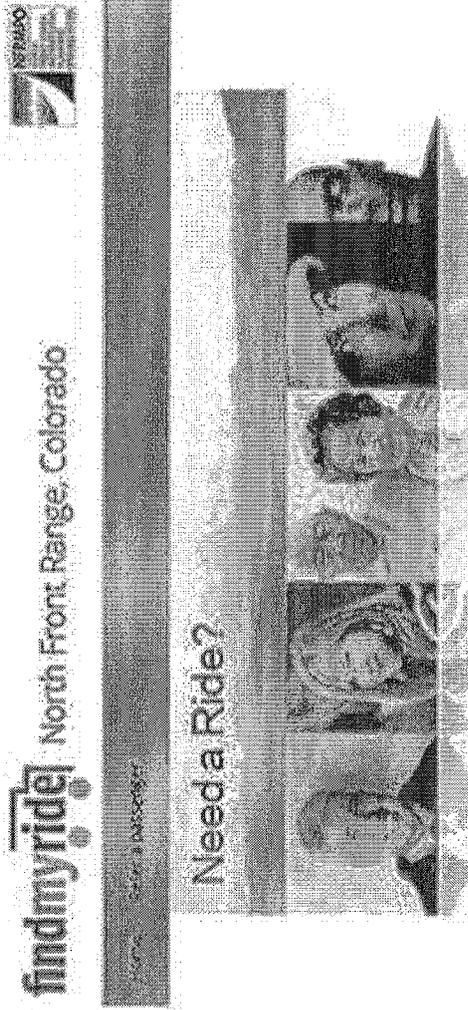
- ▶ Operate Vanpool Services
 - 70 vans operate in the North Front Range
 - 5-7 riders per van
 - 91% occupancy
 - Investigating service to Estes Park and Wyoming
 - Riders take turns driving
 - Fares pay for insurance, fuel, maintenance, and administration



Online Transit Guide



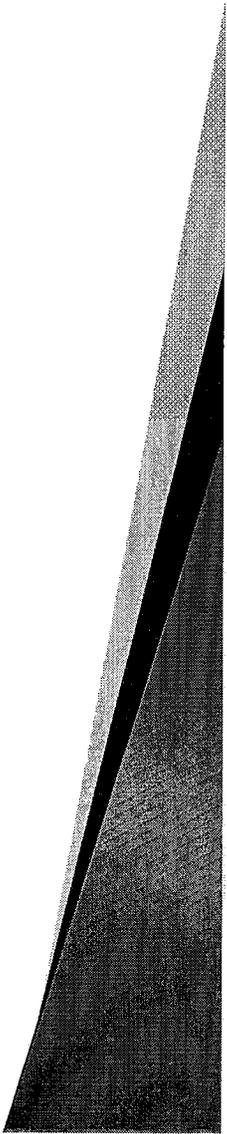
▶ Available @ noco.findmyride.info



Checkout Colorado's latest Online Transit Guide.

noco.findmyride.info

Modeled on DRMAC's Transit Options Database
this tool helps riders find the transit services they need.



Questions?



tblackmore@nfrmpo.org

