

***TOWN COUNCIL***

***MEETING***

***PACKET***

**October 17, 2016**



*Town Council  
Agenda  
Monday, October 17, 2016  
Town Hall, Council Chambers  
450 So. Parish Avenue  
7:00 PM*



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

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

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

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

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- 6) **CONSENT AGENDA**
  - A) Town Council Meeting –October 3, 2016
  - B) Payment of Bills
  - C) September Financial Statements
  - D) Oil and Gas Lease Agreement – Kerr-McGee Oil & Gas Onshore LP
- 7) **STAFF REPORTS**
- 8) **OLD BUSINESS**
- 9) **NEW BUSINESS**
  - A) Consider 3.2% Beer Retail License (Off Premises) Renewal for 7-Eleven Store 34316A
  - B) Consider Resolution No. 2016-09, Adopting the Larimer County 2016 Multi-Jurisdictional Hazard Mitigation Plan
  - C) Consider Water and Sewer Service Agreement for Spanos Corporation (Gateway II)
- 10) **EXECUTIVE SESSION**
  - A) Conference with the Town Attorney Pursuant to C.R.S. Section 24-6-402(4)(b) Regarding the Infrastructure Reimbursement Agreement dated December 1, 2008
- 11) **COUNCIL REPORTS AND COMMENTS**
- 12) **MAYOR'S COMMENTS**
- 13) **ADJOURN**

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**WORKSESSION**

- 1) Discussion of Waste Management Proposed Contract Extension Pricing
- 2) Discussion of 2017 Proposed Budget

**NOTICE OF ACCOMODATION**

If you need special assistance 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-D**

**CONSENT**

**AGENDA**

- **Council Minutes – October 3, 2016**
  - **Payment of Bills**
  - **September Financial Statements**
    - **Oil/Gas Lease Agreement**  
**(Kerr-McGee Oil & Gas Onshore LP)**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** October 17, 2016

**ITEM NUMBER:** 6A-D

**SUBJECT:** Consent Agenda

**ACTION PROPOSED:** Approve Consent Agenda

**PRESENTED BY:** Town Clerk

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**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-October 3, 2016
- B) Payment of Bills
- C) September Financial Statements
- D) \*Consider Oil and Gas Lease Agreement – Kerr-McGee Oil & Gas Onshore LP

\*The attached agreement is a non-surface oil and gas lease with Kerr-McGee Oil & Gas Onshore LP, in reference to the Town's rights under the Low Point Wastewater Treatment Plant. The lease is for thirty-five (35) acres, and per Kerr-McGee, the Town owns fifty percent (50%) of the mineral rights. The lease provides for a three (3) year term that may be extended by production, an annual rental payment of \$2.50 per mineral acre, a bonus payment of \$800 per mineral acre (\$14,000) and an eighteen percent (18%) royalty without a deduction for costs.

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**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.

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**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** Approve Consent Agenda

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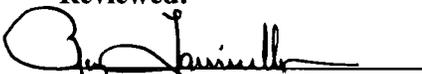
**SUGGESTED MOTION:**

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

**For Denial:**

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**Reviewed:**

  
Town Manager

**COUNCIL  
MINUTES**

The Town Council of the Town of Johnstown met on Monday, October 3, 2016 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor James led the Pledge of Allegiance.

Roll Call:

Those present were: Councilmembers Davis, Lebsack, Mellon, Mitchell, Molinar Jr. and Young

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

Agenda Approval

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

Consent Agenda

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

- September 19, 2016 - Town Council Meeting Minutes (amended to reflect Councilmember Molinar Jr. as present)
- Second Reading – Ordinance No. 2016-144, An Ordinance Repealing Johnstown Municipal Code Section 10-24(b)(1), Loitering for the Purpose of Begging.
- Grant Agreement with the State of Colorado Acting through the Colorado Department of Transportation, Division of Transit and Rail (Bus Replacement Project)

Motion carried with a unanimous vote.

New Business

A. Consider Intergovernmental Agreement for Funding I-25 Improvements – Board of County Commissioners, Larimer County – To satisfy the local matching fund obligations of various grants, the Larimer County Board of County Commissioners moved a portion of the general fund mill levy to the road & bridge mill levy for a period of five years commencing in 2016 to help fund I-25 improvements. The County will provide each municipality with the road & bridge mill levy and will notify the municipality of the increased portion of the mill levy that is subject to pay-back. Each municipality will thereafter have thirty days to provide the increased portion of the mill levy to the County for use on I-25 improvements. Councilmember Mellon made a motion seconded by Councilmember Davis to approve the Intergovernmental Agreement for Funding I-25 Improvements and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

B. Consider Professional Services Agreement with Felsburg, Holt & Ullevig for Traffic Signal Design and Construction Drawing Preparation – US 34 at Larimer Parkway – The town plans to construct a signalized intersection to improve access at Larimer Parkway and US Highway 34. A Request for Proposals for Engineering Services was advertised in the Johnstown Breeze and

also sent to four firms. Felsburg, Holt & Ullevig was the only firm to respond to the solicitation. Staff is recommending to council the firm of Felsburg, Holt & Ullevig for the design project. Councilmember Mellon made a motion seconded by Councilmember Lebsack to approve the Professional Services Agreement with Felsburg, Holt & Ullevig for Traffic Signal Design and Construction Drawing Preparation – US 34 at Larimer Parkway in an amount not to exceed \$63,590, and authorize the Mayor to sign the agreement, and also authorize the Town Manager to approve change orders in an amount not to exceed 10% of the contract amount. Motion carried with a unanimous vote.

C. Consider Award of Contract to DES for the 2016 Sewer Line Cleaning Project – DES was the lowest bidder of the City of Loveland’s sewer cleaning/video inspection project and was awarded a renewal contract by the City of Loveland in 2016. DES will provide Johnstown with the same services per Loveland specifications at the Loveland unit prices. The total not to exceed cost of the project is \$30,000. Councilmember Lebsack made a motion seconded by Councilmember Young to award the contract to DES for a total price not to exceed \$30,000. Motion carried with a unanimous vote.

#### Executive Session

Councilmember Lebsack made a motion seconded by Councilmember Molinar Jr to recess into executive session for a conference with the Town Attorney pursuant to C.R.S. Section 24-6-402(4)(b) regarding Johnstown Lake. Motion carried with a unanimous vote. The meeting recessed at 7:36 p.m.

Mayor James called the meeting back to order at 7:57 p.m. Town Attorney Avi Rocklin stated the only items discussed was to receive legal advice from the town attorney.

There being no further business to come before Council the meeting adjourned at 8:15 p.m.

Mayor

Town Clerk/Treasurer

**PAYMENT  
OF  
BILLS**

<b>BILLS SUBMITTED FOR PAYMENT- OCTOBER 2016</b>		
ACE HARDWARE		\$ 683.97
AJ'S BACKFLOW TESTING LLC		\$ 825.00
BARDEN MACHINE & WELDING		\$ 467.50
BEST BUY BUSINESS ADVANTAGE		\$ 17,895.99
BRANDON COPELAND		\$ 906.00
CASELLE, INC		\$ 686.00
CDR PROPANE SERVICES LLC		\$ 608.00
CENTURY LINK		\$ 328.07
CHILDREN'S PLAYSTRUCTURES & RECREATION		\$ 1,299.00
CINTAS		\$ 397.30
CIRSA		\$ 45,118.25
COLORADO ANALYTICAL		\$ 85.00
COLORADO INSPECTION CONNECTION		\$ 8,600.00
COLORADO MOSQUITO CONTROL		\$ 2,890.00
COREN PRINTING		\$ 243.00
DANA KEPNER CO		\$ 777.00
DPC		\$ 17,852.12
DXP ENTERPRISES INC.		\$ 42.00
FERGUSON ENTERPRISES		\$ 494.70
FIRST CLASS SECURITY SYSTEMS, LLC		\$ 78.90
FIRST NATIONAL BANK OMAHA		\$ 906.71
GALLS/QUARTERMASTER		\$ 179.96
GCR TIRES & SERVICE		\$ 499.72
G & K SERVICES		\$ 258.14
GROUNDS GUYS		\$ 675.00
GREYSTONE		\$ 1,075.00
HACH COMPANY		\$ 337.79
HAYS MARKET		\$ 308.84
HELTON & WILLIAMSEN		\$ 4,268.63
HILL & ROBBINS		\$ 138.00
HORIZON LABORATORY LLC		\$ 14.70
INERTIA AUTOMATION INC.		\$ 2,831.26
J & S CONSTRUCTORS SUPPLY CO.		\$ 971.94
JOHN CUTTLER & ASSOCIATES		\$ 2,500.00
JOHNSTOWN BREEZE		\$ 70.80
JOHNSTOWN HISTORICAL		\$ 88,900.00
JTOWN GRAPHIX		\$ 200.00
KENYON P. JORDAN, PHD		\$ 225.00
LAW OFFICE OF AVI ROCKLIN		\$ 8,382.50
LESH ELECTRICAL SERVICE		\$ 154.00
LOWE'S		\$ 43.66
MICHAEL LAZAR		\$ 945.00
MAC EQUIPMENT		\$ 332.80
MACDONALD EQUIPMENT CO		\$ 276.11
MANENTI LAWN & SPRINKLER INC.		\$ 900.00
MARES AUTO		\$ 75.00
MARIPOSA		\$ 85.00
MILLIKEN JOHNSTOWN ELECTRIC		\$ 480.78
MOUNTAIN STATES PIPE AND SUPPLY		\$ 8,730.77
NALCO		\$ 2,482.62
NAPA AUTO PARTS		\$ 564.81
NEVE'S UNIFORMS & EQUIPMENT		\$ 36.89
NOCO ENGINEERING COMPANY		\$ 542.50

NORTH COLORADO MEDICAL CENTER	\$ 75.00
OZTEK COMMERCIAL SERVICES	\$ 172.00
PAETEC	\$ 1,765.15
POUDRE VALLEY REA	\$ 12,213.74
PROFORCE LAW ENFORCEMENT	\$ 1,082.81
QUILL	\$ 425.65
REVELATION STEEL LLC	\$ 72.49
REX OIL	\$ 6,376.27
ROCK SOFT CHENILLE	\$ 78.50
SECURITY CENTRAL	\$ 195.00
SOUTHWEST DIRECT	\$ 2,678.01
SUPPLY WORKS	\$ 382.65
TDS	\$ 405.35
TERRY'S TRACTOR SERVICE	\$ 255.00
TOTAL DOOR LOGISTICS	\$ 160.00
TTG ENGINEERS INC.	\$ 135.00
UNITED POWER	\$ 749.10
USA BLUEBOOK	\$ 246.42
UTILITY NOTIFICATION CENTER	\$ 677.82
VERIZON WIRELESS	\$ 1,517.95
WAGNER EQUIPMENT	\$ 4,001.27
WASTE MANAGEMENT	\$ 42,764.54
WELD COUNTY DETENTION CENTER	\$ 53.64
WELD DEPT OF PUBLIC HEALTH & ENVIRONMENT	\$ 12,408.50
WESTERN FIRE EXTINGUISHER	\$ 692.58
WINTERS, HELLERICH AND HUGHES	\$ 2,540.00
WIRELESS ADVANCED COMMUNICATIONS	\$ 105.38
XCEL ENERGY	\$ 50,727.92
YOST CLEANING	\$ 1,972.00
<b>Total</b>	<b>\$ 373,601.47</b>

**SEPTEMBER  
FINANCIAL  
STATEMENTS**

# EXECUTIVE SUMMARY SEPTEMBER 2016

75.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
<b>GENERAL</b>				
<u>Revenues</u>	9,675,277.00	7,417,300.00	(2,257,977.00)	130%
<u>Expenditures</u>				
Legislative	22,003.00	34,600.00	12,597.00	64%
Judicial	26,021.00	41,500.00	15,479.00	63%
Elections	14,887.00	22,500.00	7,613.00	66%
Administration	271,418.00	380,300.00	108,882.00	71%
Planning & Zoning	124,277.00	174,900.00	50,623.00	71%
Police	1,245,581.00	1,938,200.00	692,619.00	64%
Protective Inspections	105,178.00	183,700.00	78,522.00	57%
Streets	830,006.00	1,280,700.00	450,694.00	65%
Cemetery	27,566.00	38,100.00	10,534.00	72%
Animal Control	63,573.00	92,000.00	28,427.00	69%
Senior Coordinator	46,173.00	68,000.00	21,827.00	68%
Parks	41,838.00	62,200.00	20,362.00	67%
Community	115,203.00	379,900.00	264,697.00	30%
Transfers	1,105,919.00	1,963,900.00	857,981.00	56%
<u>Total Expenditures</u>	4,039,643.00	6,660,500.00	2,620,857.00	61%
 Excess Revenues over Expenditures	 5,635,634.00			

## EXECUTIVE SUMMARY SEPTEMBER 2016

75%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
<b>WATER</b>				
<u>Revenues</u>	3,918,671.00	2,237,200.00	(1,681,471.00)	175%
<u>Expenditures</u>				
Administration	116,068.00	225,400.00	109,332.00	51%
Operations	877,843.00	1,517,800.00	639,957.00	58%
Transfer	-	90,000.00	90,000.00	0%
	993,911.00	1,833,200.00	839,289.00	54%
Excess Revenues over Expenditures	2,924,760.00			

## EXECUTIVE SUMMARY AUGUST 2016

75.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
<b>WASTEWATER</b>				
<u>Revenues</u>	1,594,506.00	1,655,000.00	60,494.00	96%
<u>Expenditures</u>				
Administration	122,887.00	270,100.00	147,213.00	45%
Operation	595,882.00	1,193,000.00	597,118.00	50%
	718,769.00	1,463,100.00	744,331.00	49%
Excess Revenues over Expenditures	875,737.00			

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	20,486.62	4,487,782.52	3,367,000.00	( 1,120,782.52)	133.3
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	32,662.94	209,566.46	200,000.00	( 9,566.46)	104.8
01-01-4030-00 FRANCHISE TAXES	46,740.82	307,696.32	350,000.00	42,303.68	87.9
01-01-4040-00 PENALTIES & INTEREST	741.22	1,501.07	4,000.00	2,498.93	37.5
01-01-4070-00 SALES TAX	334,518.25	2,302,897.42	1,950,000.00	( 352,897.42)	118.1
01-01-4075-00 LODGING TAX	4,726.21	7,805.92	17,000.00	9,194.08	45.9
01-01-4080-00 SEVERANCE TAX	275,331.54	275,331.54	60,000.00	( 215,331.54)	458.9
<b>TOTAL TAXES</b>	<b>715,207.60</b>	<b>7,592,581.25</b>	<b>5,948,000.00</b>	<b>( 1,644,581.25)</b>	<b>127.7</b>
<u>LICENSES &amp; PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	1,108.75	1,742.71	700.00	( 1,042.71)	249.0
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	355.00	14,906.50	11,000.00	( 3,906.50)	135.5
01-02-4130-00 BUILDING PERMITS	87,011.23	828,051.42	280,000.00	( 548,051.42)	295.7
01-02-4140-00 DOG LICENSE & PERMITS OTHE	125.00	2,440.00	2,300.00	( 140.00)	106.1
01-02-4150-00 FINGERPRINTING	10.00	214.00	200.00	( 14.00)	107.0
<b>TOTAL LICENSES &amp; PERMITS</b>	<b>88,609.98</b>	<b>847,354.63</b>	<b>294,200.00</b>	<b>( 553,154.63)</b>	<b>288.0</b>
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	1,477.22	12,798.30	14,000.00	1,201.70	91.4
01-03-4220-00 HIGHWAY USERS TAX	39,008.95	305,293.06	340,000.00	34,706.94	89.8
01-03-4230-00 ADD. VEH. REG. FEE	4,684.00	37,036.50	42,000.00	4,963.50	88.2
01-03-4240-00 COUNTY ROAD & BRIDGE	82,219.01	127,778.88	70,000.00	( 57,778.88)	182.5
<b>TOTAL INTERGOVERNMENTAL</b>	<b>127,389.18</b>	<b>482,906.74</b>	<b>466,000.00</b>	<b>( 16,906.74)</b>	<b>103.6</b>
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOTS AND CARE	1,524.00	33,016.40	22,000.00	( 11,016.40)	150.1
01-04-4320-00 TRASH CHARGES	42,691.50	380,388.68	460,000.00	79,611.32	82.7
01-04-4330-00 OTHER SERVICES	262.65	55,207.06	1,500.00	( 53,707.06)	3680.5
01-04-4340-00 FISHING PERMITS	40.00	735.00	600.00	( 135.00)	122.5
<b>TOTAL CHARGES FOR SERVICES</b>	<b>44,518.15</b>	<b>469,347.14</b>	<b>484,100.00</b>	<b>14,752.86</b>	<b>97.0</b>
<u>FINES</u>					
01-05-4410-00 MUNICIPAL COURT FINES & FE	10,566.99	103,308.01	75,000.00	( 28,308.01)	137.7
01-05-4420-00 SURCHARGE	1,740.00	18,758.35	7,500.00	( 11,258.35)	250.1
<b>TOTAL FINES</b>	<b>12,306.99</b>	<b>122,066.36</b>	<b>82,500.00</b>	<b>( 39,566.36)</b>	<b>148.0</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-06-4510-00 COMM. CENTER RENTAL FEES	2,195.00	15,192.00	10,000.00	( 5,192.00)	151.9
01-06-4530-00 REFUND OF EXPENDITURES	77.48	17,360.62	5,000.00	( 12,360.62)	347.2
01-06-4570-00 SCHOOL DISTRICT	.00	10.80	27,500.00	27,489.20	.0
TOTAL MISCELLANEOUS	2,272.48	32,563.42	42,500.00	9,936.58	76.6
<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00 EARNINGS ON INVESTMENTS	13,293.63	90,158.82	50,000.00	( 40,158.82)	180.3
TOTAL EARNINGS ON INVESTMENTS	13,293.63	90,158.82	50,000.00	( 40,158.82)	180.3
<u>SOURCE 08</u>					
01-08-4520-00 TRANSFER FROM WATER FUND	.00	.00	45,000.00	45,000.00	.0
01-08-4530-00 DEVELOPERS COST PAYMENT	75,870.92	38,298.47	5,000.00	( 33,298.47)	766.0
TOTAL SOURCE 08	75,870.92	38,298.47	50,000.00	11,701.53	76.6
TOTAL FUND REVENUE	1,079,468.93	9,675,276.83	7,417,300.00	( 2,257,976.83)	130.4

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00 BOARD MEMBERS COMPENSATION	1,450.00	15,475.00	22,800.00	7,325.00	67.9
01-10-5050-00 PAYROLL TAXES	110.94	1,184.02	1,800.00	615.98	65.8
01-10-5070-00 WORKMEN'S COMPENSATION	97.82	741.65	1,100.00	358.35	67.4
01-10-6522-00 INSURANCE	.00	675.00	900.00	225.00	75.0
01-10-6544-03 EQUIPMENT/SOFTWARE - IPADS	141.97	547.71	3,000.00	2,452.29	18.3
01-10-8016-00 PROFESSIONAL SERVICES	.00	3,379.46	5,000.00	1,620.54	67.6
<b>TOTAL LEGISLATIVE</b>	<b>1,800.73</b>	<b>22,002.84</b>	<b>34,600.00</b>	<b>12,597.16</b>	<b>63.6</b>
<u>JUDICIAL</u>					
01-15-5011-00 SAL-JUDGE	1,012.50	8,831.24	12,500.00	3,668.76	70.7
01-15-5012-00 SAL-PROS. ATT.	2,100.00	16,360.00	28,000.00	11,640.00	58.4
01-15-6505-00 OFFICE EXPENSES	.00	744.39	900.00	155.61	82.7
01-15-8016-00 PROFESSIONAL SERVICES	.00	85.00	100.00	15.00	85.0
<b>TOTAL JUDICIAL</b>	<b>3,112.50</b>	<b>26,020.63</b>	<b>41,500.00</b>	<b>15,479.37</b>	<b>62.7</b>
<u>ELECTIONS</u>					
01-20-6413-00 PUBLISHING	.00	56.70	700.00	643.30	8.1
01-20-6526-00 SUPPLIES	.00	14,158.52	15,000.00	841.48	94.4
01-20-8017-00 ELECTION JUDGES	.00	671.50	800.00	128.50	83.9
01-20-8018-00 COORDINATING W/WELD CTY	.00	.00	6,000.00	6,000.00	.0
<b>TOTAL ELECTIONS</b>	<b>.00</b>	<b>14,886.72</b>	<b>22,500.00</b>	<b>7,613.28</b>	<b>66.2</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	8,349.96	50,130.74	74,000.00	23,869.26	67.7
01-25-5010-03 OVERTIME	.00	167.34	600.00	432.66	27.9
01-25-5011-00 PART TIME OFFICE	658.79	4,494.07	7,200.00	2,705.93	62.4
01-25-5012-00 HOURLY COMMUNICATIONS STAFF	1,481.42	9,992.97	16,000.00	6,007.03	62.5
01-25-5015-00 CLEANING SALARIES	216.67	1,933.35	3,500.00	1,566.65	55.2
01-25-5025-00 MANAGER	6,019.17	40,033.19	52,300.00	12,266.81	76.6
01-25-5050-00 PAYROLL TAXES	1,217.34	8,229.07	11,500.00	3,270.93	71.6
01-25-5060-00 RETIREMENT FUND	718.88	6,739.93	9,600.00	2,860.07	70.2
01-25-5065-00 HEALTH INSURANCE	1,586.26	14,280.43	26,000.00	11,719.57	54.9
01-25-5070-00 WORKMAN'S COMPENSATION	156.17	800.00	800.00	.00	100.0
01-25-6010-00 UTILITIES	530.25	3,264.55	6,000.00	2,735.45	54.4
01-25-6505-00 OFFICE EXPENSE	117.91	3,796.27	7,000.00	3,203.73	54.2
01-25-6506-00 UTILITY BILL MAILING	667.41	5,156.26	7,100.00	1,943.74	72.6
01-25-6510-00 TELEPHONE	150.21	1,089.65	2,200.00	1,110.35	49.5
01-25-6511-00 TRAINING	.00	246.48	1,100.00	853.52	22.4
01-25-6513-00 PUBLISHING	.00	1,123.78	6,500.00	5,376.22	17.3
01-25-6515-00 DUES AND SUBSCRIPTIONS	.00	2,679.96	2,900.00	220.04	92.4
01-25-6518-00 CLEANING SUPPLIES	68.35	685.80	1,600.00	914.20	42.9
01-25-6520-00 MILEAGE & EXPENSES	.00	462.81	2,500.00	2,037.19	18.5
01-25-6522-00 INSURANCE & BONDS	.00	11,250.00	15,000.00	3,750.00	75.0
01-25-6544-05 SOFTWARE	.00	.00	2,500.00	2,500.00	.0
01-25-6544-07 MISC. OFFICE EQPT.	.00	.00	1,100.00	1,100.00	.0
01-25-7020-00 MAINTENANCE & REPAIRS	709.15	1,340.95	3,800.00	2,459.05	35.3
01-25-8010-00 AUDIT	.00	1,500.00	9,200.00	7,700.00	16.3
01-25-8012-00 COMPUTER PROFESSIONAL SERV	483.30	5,114.47	10,000.00	4,885.53	51.1
01-25-8014-00 LEGAL	589.00	28,912.30	37,500.00	8,587.70	77.1
01-25-8015-00 TAPING MEETINGS	244.00	4,394.50	7,000.00	2,605.50	62.8
01-25-8016-00 SALARY STUDY FEES	.00	.00	800.00	800.00	.0
01-25-8017-00 PROFESSIONAL SERVICES	1,050.00	1,050.00	2,000.00	950.00	52.5
01-25-8019-00 TREASURER'S FEES	278.75	62,511.22	52,000.00	( 10,511.22)	120.2
01-25-9028-00 COMMUNICATIONS	38.22	38.22	1,000.00	961.78	3.8
<b>TOTAL ADMINISTRATION</b>	<b>25,331.21</b>	<b>271,418.31</b>	<b>380,300.00</b>	<b>108,881.69</b>	<b>71.4</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING &amp; ZONING</u>					
01-30-5010-00 SALARIES	13,011.24	82,823.22	112,900.00	30,076.78	73.4
01-30-5050-00 PAYROLL TAXES	985.21	6,532.88	8,700.00	2,167.12	75.1
01-30-5060-00 RETIREMENT FUND	1,201.65	7,997.14	10,500.00	2,502.86	76.2
01-30-5065-00 HEALTH INSURANCE	1,302.18	11,718.28	16,800.00	5,081.72	69.8
01-30-5070-00 WORKMENS COMPENSATION	97.82	741.65	1,600.00	858.35	46.4
01-30-6010-00 UTILITIES	249.53	1,455.09	3,400.00	1,944.91	42.8
01-30-6505-00 OFFICE SUPPLIES	.00	381.19	2,500.00	2,118.81	15.3
01-30-6510-00 TELEPHONE	132.99	952.06	1,400.00	447.94	68.0
01-30-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-30-6513-00 PUBLISH/RECORD	.00	.00	200.00	200.00	.0
01-30-6515-00 DUES/SUBSCRIPTIONS	.00	400.00	800.00	400.00	50.0
01-30-6520-00 MILEAGE & EXPENSES	.00	.00	100.00	100.00	.0
01-30-6522-00 INSURANCE AND BONDS	.00	1,800.00	2,400.00	600.00	75.0
01-30-6544-04 MACHINERY AND EQPT.	.00	.00	500.00	500.00	.0
01-30-8012-00 COMPUTER PROFESSIONAL SERVICES	144.30	1,262.90	2,000.00	737.10	63.2
01-30-8014-00 LEGAL	.00	124.00	500.00	376.00	24.8
01-30-8016-00 PROFESSIONAL SERVICES	202.50	2,988.89	5,000.00	2,011.11	59.8
01-30-8017-00 NORTH FRONT RANGE MPO	.00	5,100.00	5,100.00	.00	100.0
TOTAL PLANNING & ZONING	17,327.42	124,277.30	174,900.00	50,622.70	71.1

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	114,192.30	732,671.01	1,075,500.00	342,828.99	68.1
01-35-5010-03 OVERTIME PAY	887.43	5,010.46	15,000.00	9,989.54	33.4
01-35-5013-00 CLERICAL SALARIES	.00	18,468.22	35,100.00	16,631.78	52.6
01-35-5015-00 PART-TIME SALARIES	6,927.33	24,629.42	35,200.00	10,570.58	70.0
01-35-5050-00 PAYROLL TAXES	9,177.96	61,039.47	89,000.00	27,960.53	68.6
01-35-5060-00 RETIREMENT	6,699.47	45,046.38	65,000.00	19,953.62	69.3
01-35-5065-00 HEALTH INSURANCE	18,996.39	174,523.84	311,000.00	136,476.16	56.1
01-35-5070-00 WORKMEN'S COMPENSATION	4,695.36	35,599.14	51,000.00	15,400.86	69.8
01-35-6010-00 UTILITIES	1,109.51	8,261.22	16,400.00	8,138.78	50.4
01-35-6505-00 OFFICE EXPENSE	667.72	3,887.02	8,000.00	4,112.98	48.6
01-35-6510-00 TELEPHONE	526.36	4,267.04	7,500.00	3,232.96	56.9
01-35-6511-00 TRAINING	579.33	4,812.09	10,000.00	5,187.91	48.1
01-35-6513-00 PUBLISHING	.00	503.38	1,000.00	496.62	50.3
01-35-6515-00 DUES AND SUBSCRIPTIONS	166.00	436.00	1,200.00	764.00	36.3
01-35-6518-00 CLEANING SERVICES	697.19	5,945.18	8,100.00	2,154.82	73.4
01-35-6522-00 INSURANCE AND BONDS	.00	35,143.25	48,300.00	13,156.75	72.8
01-35-6524-00 GAS AND OIL	1,757.31	13,011.54	38,000.00	24,988.46	34.2
01-35-6526-00 OPERATING SUPPLIES	2,101.39	3,060.08	7,000.00	3,939.92	43.7
01-35-6527-00 UNIFORMS AND CLEANING	50.00	473.00	5,000.00	4,527.00	9.5
01-35-6528-00 WELD COUNTY MAINT. AGREEME	.00	15,613.28	16,000.00	386.72	97.6
01-35-6544-02 COMPUTER SYSTEMS	.00	18.17	2,500.00	2,481.83	.7
01-35-6544-04 RADAR GUNS	.00	4,530.00	5,000.00	470.00	90.6
01-35-6544-05 CELLULAR PHONES	.00	.00	100.00	100.00	.0
01-35-6544-06 VESTS	.00	1,600.00	2,500.00	900.00	64.0
01-35-6544-07 CAMERA & INVESTIGATION EQPT.	1,488.00	2,284.88	2,000.00	( 284.88)	114.2
01-35-6544-09 SHOOTING RANGE SUPPLIES	1,199.20	3,187.33	3,600.00	412.67	88.5
01-35-6544-10 OFFICE IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
01-35-6544-11 POLICE EQUIPMENT	40.95	5,765.55	12,500.00	6,734.45	46.1
01-35-7010-00 BLDG. REPAIR & MAINT.	793.64	2,511.96	8,000.00	5,488.04	31.4
01-35-7020-00 REPAIRS AND MAINTENANCE	1,354.32	7,581.90	10,000.00	2,418.10	75.8
01-35-8012-00 COMP. PROFESSIONAL SERVICE	78.60	2,094.90	10,000.00	7,905.10	21.0
01-35-8014-00 LEGAL	.00	868.00	3,000.00	2,132.00	28.9
01-35-8016-00 PROFESSIONAL SERVICES	200.00	3,618.00	5,000.00	1,382.00	72.4
01-35-8017-00 JUVENILE ASSESSMENT CENTER	.00	5,340.00	5,400.00	60.00	98.9
01-35-8021-00 COMP. LINK TO RECORDS	734.35	6,113.33	9,500.00	3,386.67	64.4
01-35-9022-00 JAIL FEES	.00	134.09	1,500.00	1,365.91	8.9
01-35-9028-00 COMMUNITY SERVICES	26.85	3,054.58	4,300.00	1,245.42	71.0
01-35-9028-03 RECORDS CONTRACT	.00	4,476.88	5,000.00	523.12	89.5
<b>TOTAL POLICE</b>	<b>175,146.96</b>	<b>1,245,580.59</b>	<b>1,938,200.00</b>	<b>692,619.41</b>	<b>64.3</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	2,677.36	17,043.17	31,200.00	14,156.83	54.6
01-40-5050-00 PAYROLL TAXES	202.21	1,346.34	2,500.00	1,153.66	53.9
01-40-5060-00 RETIREMENT	113.40	758.39	1,400.00	641.61	54.2
01-40-5065-00 HEALTH INSURANCE	346.67	3,120.98	4,800.00	1,679.02	65.0
01-40-5070-00 WORKMEN'S COMPENSATION	156.17	800.00	1,300.00	500.00	61.5
01-40-6010-00 UTILITIES	285.15	1,697.73	3,900.00	2,202.27	43.5
01-40-6505-00 OFFICE EXPENSE	189.88	995.95	3,800.00	2,804.05	26.2
01-40-6510-00 TELEPHONE	132.99	952.03	1,600.00	647.97	59.5
01-40-6511-00 TRAINING	.00	25.00	500.00	475.00	5.0
01-40-6513-00 PUBLISHING	.00	.00	500.00	500.00	.0
01-40-6515-00 DUES & SUBSCRIPTIONS	.00	.00	200.00	200.00	.0
01-40-6518-00 CLEANING & SUPPLIES	68.35	579.82	800.00	220.18	72.5
01-40-6522-00 INSURANCE AND BONDS	.00	6,150.00	8,200.00	2,050.00	75.0
01-40-6526-00 OPERATING SUPPLIES	.00	330.00	2,000.00	1,670.00	16.5
01-40-7020-00 REPAIR & MAINTENANCE	.00	303.77	2,000.00	1,696.23	15.2
01-40-8012-00 COMP. PROF. SERVICES	251.80	2,274.56	3,500.00	1,225.44	65.0
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	8,600.00	68,800.00	115,000.00	46,200.00	59.8
<b>TOTAL PROTECTIVE INSPECTIONS</b>	<b>13,023.98</b>	<b>105,177.74</b>	<b>183,700.00</b>	<b>78,522.26</b>	<b>57.3</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-5010-00 SALARIES	28,370.85	166,699.51	263,000.00	96,300.49	63.4
01-45-5010-03 OVERTIME	.00	1,167.60	7,000.00	5,832.40	16.7
01-45-5015-00 PART-TIME SALARIES	1,238.73	8,641.65	15,000.00	6,358.35	57.6
01-45-5050-00 PAYROLL TAXES	2,103.36	13,677.51	22,000.00	8,322.49	62.2
01-45-5060-00 RETIREMENT FUND	1,611.94	10,785.29	16,500.00	5,714.71	65.4
01-45-5065-00 HEALTH INSURANCE	5,122.53	43,590.28	69,400.00	25,809.72	62.8
01-45-5070-00 WORKMEN'S COMPENSATION	2,297.58	15,174.21	18,200.00	3,025.79	83.4
01-45-6010-00 UTILITIES	416.13	3,922.68	15,000.00	11,077.32	26.2
01-45-6015-00 UTILITIES - STREET LIGHTIN	19,081.22	149,493.88	235,000.00	85,506.12	63.6
01-45-6505-00 OFFICE EXPENSE	.00	69.00	600.00	531.00	11.5
01-45-6510-00 TELEPHONE	358.70	2,249.17	3,300.00	1,050.83	68.2
01-45-6511-00 TRAINING	225.00	675.00	1,500.00	825.00	45.0
01-45-6515-00 DUES & SUBSCRIPTIONS	.00	702.99	2,000.00	1,297.01	35.2
01-45-6518-00 CLEANING SUPPLIES	169.15	1,005.77	1,600.00	594.23	62.9
01-45-6522-00 INSURANCE AND BONDS	.00	19,800.00	26,400.00	6,600.00	75.0
01-45-6524-00 GAS & OIL	224.25	7,733.72	18,500.00	10,766.28	41.8
01-45-6526-00 OPERATING SUPPLIES	252.09	2,682.80	4,500.00	1,817.20	59.6
01-45-6530-00 SNOW AND ICE REMOVAL	.00	18,165.24	20,000.00	1,834.76	90.8
01-45-6532-00 TRASH SERVICE	42,217.70	338,310.45	485,000.00	146,689.55	69.8
01-45-6534-00 WEED CONTROL	.00	285.53	5,000.00	4,714.47	5.7
01-45-6536-00 STREET SIGNS	.00	1,116.34	4,000.00	2,883.66	27.9
01-45-6544-03 EQUIPMENT	903.96	903.96	4,000.00	3,096.04	22.6
01-45-6544-06 HOLIDAY DECORATIONS	.00	977.92	7,500.00	6,522.08	13.0
01-45-6544-07 TOOLS	221.10	1,198.21	2,500.00	1,301.79	47.9
01-45-6544-09 SAFETY EQUIPMENT	.00	1,918.14	4,000.00	2,081.86	48.0
01-45-7020-00 REP & MAINT - EQUIP & BLDG	1,069.51	14,637.65	20,000.00	5,362.35	73.2
01-45-7030-00 REPAIR & MAINT. BLDGS.	292.49	512.31	5,000.00	4,487.69	10.3
01-45-8016-00 PROFESSIONAL SERVICES	272.70	3,909.16	4,200.00	290.84	93.1
<b>TOTAL STREETS</b>	<b>106,448.99</b>	<b>830,005.97</b>	<b>1,280,700.00</b>	<b>450,694.03</b>	<b>64.8</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
01-50-5015-00 SALARIES	873.00	8,532.00	12,000.00	3,468.00	71.1
01-50-5050-00 PAYROLL TAXES	66.77	652.74	1,000.00	347.26	65.3
01-50-5070-00 WORKMEN'S COMPENSATION	112.34	1,400.00	1,400.00	.00	100.0
01-50-6513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-6522-00 INSURANCE	.00	1,500.00	2,000.00	500.00	75.0
01-50-6524-00 GAS & OIL	.00	630.11	1,800.00	1,169.89	35.0
01-50-6526-00 SUPPLIES	130.49	1,314.77	1,800.00	485.23	73.0
01-50-6533-00 TREE TRIMMING	3,500.00	3,500.00	3,500.00	.00	100.0
01-50-6534-00 FERTILIZER & WEED CONTROL	.00	3,000.00	4,700.00	1,700.00	63.8
01-50-6544-03 SPINTRIMMER	.00	698.25	800.00	101.75	87.3
01-50-6544-05 TOOLS	.00	.00	400.00	400.00	.0
01-50-6544-06 TREES	.00	950.49	1,500.00	549.51	63.4
01-50-7020-00 REPAIRS AND MAINTENANCE	626.81	2,052.98	3,200.00	1,147.02	64.2
01-50-7025-00 SPRINKLER REPAIR	2,000.00	3,322.86	3,200.00	( 122.86)	103.8
01-50-8016-00 PROFESSIONAL SERVICES	.00	11.45	500.00	488.55	2.3
<b>TOTAL CEMETERY</b>	<b>7,309.41</b>	<b>27,565.65</b>	<b>38,100.00</b>	<b>10,534.35</b>	<b>72.4</b>
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	5,319.24	33,860.44	46,100.00	12,239.56	73.5
01-55-5010-03 OVERTIME	.00	.00	200.00	200.00	.0
01-55-5050-00 PAYROLL TAXES	393.56	2,588.43	3,600.00	1,011.57	71.9
01-55-5060-00 RET BEN	225.30	1,499.72	2,000.00	500.28	75.0
01-55-5065-00 HEALTH BEN	1,483.35	13,352.90	18,000.00	4,647.10	74.2
01-55-5070-00 WORKMENS COMPENSATION	195.64	1,483.30	1,700.00	216.70	87.3
01-55-6522-00 INSURANCE	.00	2,800.00	3,700.00	900.00	75.7
01-55-6524-00 GAS AND OIL	124.88	834.33	2,000.00	1,165.67	41.7
01-55-6526-00 SUPPLIES	.00	363.59	1,200.00	836.41	30.3
01-55-7020-00 REPAIR & MAINTENANCE	.00	511.12	500.00	( 11.12)	102.2
01-55-7030-00 WEED/NUISANCE CONTROL	( 24.12)	3,839.67	8,000.00	4,160.33	48.0
01-55-8016-00 PROFESSIONAL SERVICES	.00	2,440.00	5,000.00	2,560.00	48.8
<b>TOTAL ANIMAL CONTROL</b>	<b>7,717.85</b>	<b>63,573.50</b>	<b>92,000.00</b>	<b>28,426.50</b>	<b>69.1</b>
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	4,421.31	28,144.02	38,500.00	10,355.98	73.1
01-60-5050-00 PAYROLL TAXES	333.04	2,204.37	2,900.00	695.63	76.0
01-60-5065-00 HEALTH INSURANCE	630.67	5,681.90	8,200.00	2,518.10	69.3
01-60-5070-00 WORKMEN'S COMPENSATION	97.82	741.65	2,600.00	1,858.35	28.5
01-60-6010-00 UTILITIES	407.21	2,775.41	4,200.00	1,424.59	66.1
01-60-6510-00 TELEPHONE	118.63	948.62	1,400.00	451.38	67.8
01-60-6520-00 MILEAGE	150.28	1,182.47	3,100.00	1,917.53	38.1
01-60-6522-00 INSURANCE	.00	1,200.00	1,600.00	400.00	75.0
01-60-7020-00 REPAIR & MAINTENANCE	476.09	3,294.21	5,500.00	2,205.79	59.9
<b>TOTAL SENIOR COORDINATOR PROGRAM</b>	<b>6,635.05</b>	<b>46,172.65</b>	<b>68,000.00</b>	<b>21,827.35</b>	<b>67.9</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-65-5015-00	1,199.12	14,936.90	21,700.00	6,763.10	68.8
01-65-5050-00	91.73	1,142.63	1,700.00	557.37	67.2
01-65-5070-00	195.64	1,483.30	2,000.00	516.70	74.2
01-65-6010-00	272.25	2,378.60	10,200.00	7,821.40	23.3
01-65-6511-00	.00	.00	300.00	300.00	.0
01-65-6522-00	.00	1,575.00	2,100.00	525.00	75.0
01-65-6524-00	457.47	1,260.18	1,800.00	539.82	70.0
01-65-6526-00	362.26	1,640.61	2,000.00	359.39	82.0
01-65-6534-00	425.02	6,904.03	7,000.00	95.97	98.6
01-65-6542-00	186.95	1,047.92	2,100.00	1,052.08	49.9
01-65-6544-01	.00	.00	1,000.00	1,000.00	.0
01-65-6544-02	319.99	319.99	800.00	480.01	40.0
01-65-7020-00	( 385.26)	4,415.32	5,000.00	584.68	88.3
01-65-7025-00	534.65	4,733.93	4,500.00	( 233.93)	105.2
TOTAL PARKS	3,659.82	41,838.41	62,200.00	20,361.59	67.3
<u>LIBRARY</u>					
01-70-7000-00	32,641.65	293,774.85	391,700.00	97,925.15	75.0
TOTAL LIBRARY	32,641.65	293,774.85	391,700.00	97,925.15	75.0
<u>DEPARTMENT 75</u>					
01-75-6526-00	58.20	914.77	6,500.00	5,585.23	14.1
01-75-7020-00	303.00	3,592.97	10,000.00	6,407.03	35.9
01-75-7025-00	407.20	2,775.40	7,500.00	4,724.60	37.0
01-75-7031-00	.00	5,822.79	27,000.00	21,177.21	21.6
01-75-7033-00	.00	29,167.00	45,000.00	15,833.00	64.8
01-75-7034-00	.00	5,000.00	50,000.00	45,000.00	10.0
01-75-7054-00	.00	359.28	10,000.00	9,640.72	3.6
01-75-7055-00	.00	6,000.00	6,000.00	.00	100.0
01-75-7060-00	.00	450.00	15,000.00	14,550.00	3.0
01-75-7066-00	.00	3,443.98	3,500.00	56.02	98.4
01-75-7070-00	1,700.00	23,986.98	24,000.00	13.02	100.0
01-75-7080-00	2,890.00	14,450.00	18,000.00	3,550.00	80.3
01-75-7090-00	.00	955.31	17,000.00	16,044.69	5.6
01-75-7100-00	.00	.00	10,000.00	10,000.00	.0
01-75-7125-00	1,570.00	8,015.00	15,000.00	6,985.00	53.4
01-75-7129-00	960.16	8,629.77	12,000.00	3,370.23	71.9
01-75-7130-00	160.30	1,639.97	5,000.00	3,360.03	32.8
01-75-7131-00	.00	.00	2,500.00	2,500.00	.0
01-75-7132-00	.00	.00	88,900.00	88,900.00	.0
01-75-7133-00	.00	.00	7,000.00	7,000.00	.0
TOTAL DEPARTMENT 75	8,048.86	115,203.22	379,900.00	264,696.78	30.3

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS OUT</u>					
01-80-7040-00 TRANSFER WATER FUND	.00	.00	182,200.00	182,200.00	.0
01-80-7050-00 TRANSFER - CONTINGENT FUND	.00	30,000.00	225,000.00	195,000.00	13.3
01-80-7080-00 TRANSFER TO DEVELOPERS COST	.00	.00	25,000.00	25,000.00	.0
01-80-7110-00 SALES TAX REFUND	.00	82,144.24	140,000.00	57,855.76	58.7
01-80-7115-00 TRANSFER TO EQPT. REPLACEMENT	700,000.00	700,000.00	1,000,000.00	300,000.00	70.0
<b>TOTAL TRANSFERS OUT</b>	<b>700,000.00</b>	<b>812,144.24</b>	<b>1,572,200.00</b>	<b>760,055.76</b>	<b>51.7</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>1,108,204.43</b>	<b>4,039,642.62</b>	<b>6,660,500.00</b>	<b>2,620,857.38</b>	<b>60.7</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 28,735.50)</b>	<b>5,635,634.21</b>	<b>756,800.00</b>	<b>( 4,878,834.21)</b>	<b>744.7</b>

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
02-00-4310-00 WATER CHARGES	410,836.76	2,260,973.92	1,900,000.00	( 360,973.92)	119.0
02-00-4320-00 WATER TAP FEES	46,800.00	609,398.40	.00	( 609,398.40)	.0
02-00-4322-00 RAW WATER DEV. FEE	46,000.00	786,560.00	.00	( 786,560.00)	.0
02-00-4325-00 WATER REFUNDS	( 2,120.52)	( 11,832.35)	.00	11,832.35	.0
02-00-4330-00 MISCELLANEOUS	20,136.90	218,198.54	110,000.00	( 108,198.54)	198.4
02-00-4610-00 EARNINGS ON INVESTMENTS	5,930.53	55,372.88	45,000.00	( 10,372.88)	123.1
02-00-4830-00 TRANSFER FROM GENERAL FUND	.00	.00	182,200.00	182,200.00	.0
<b>TOTAL SOURCE 00</b>	<b>527,583.67</b>	<b>3,918,671.39</b>	<b>2,237,200.00</b>	<b>( 1,681,471.39)</b>	<b>175.2</b>
<b>TOTAL FUND REVENUE</b>	<b>527,583.67</b>	<b>3,918,671.39</b>	<b>2,237,200.00</b>	<b>( 1,681,471.39)</b>	<b>175.2</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	4,154.32	24,358.98	36,000.00	11,641.02	67.7
02-25-5010-03 OVERTIME	.00	.00	300.00	300.00	.0
02-25-5015-00 PART-TIME SALARIES	658.79	4,494.07	7,200.00	2,705.93	62.4
02-25-5020-00 JANITORIAL SALARIES	216.67	1,933.34	2,700.00	766.66	71.6
02-25-5025-00 MANAGER	3,100.77	20,623.07	26,900.00	6,276.93	76.7
02-25-5050-00 PAYROLL TAXES	582.03	3,879.96	5,600.00	1,720.04	69.3
02-25-5060-00 RETIREMENT FUND	375.42	3,514.15	5,100.00	1,585.85	68.9
02-25-5065-00 HEALTH INSURANCE	791.43	7,123.31	12,500.00	5,376.69	57.0
02-25-5070-00 WORKMEN'S COMPENSATION	156.17	800.00	800.00	.00	100.0
02-25-6010-00 UTILITIES	303.00	1,826.70	4,000.00	2,173.30	45.7
02-25-6505-00 OFFICE EXPENSE	29.37	1,492.22	5,000.00	3,507.78	29.8
02-25-6506-00 UTILITY BILL MAILING	667.41	5,156.24	7,100.00	1,943.76	72.6
02-25-6507-00 BILL PRESENTMENT	.00	.00	10,000.00	10,000.00	.0
02-25-6510-00 TELEPHONE	132.98	952.02	1,800.00	847.98	52.9
02-25-6511-00 TRAINING & MEETINGS	.00	710.00	1,200.00	490.00	59.2
02-25-6513-00 PUBLISHING	.00	.00	1,000.00	1,000.00	.0
02-25-6515-00 DUES AND SUBSCRIPTIONS	.00	2,229.00	2,200.00	( 29.00)	101.3
02-25-6518-00 CLEANING SUPPLIES	198.51	748.46	1,000.00	251.54	74.9
02-25-6520-00 MILEAGE & EXPENSES	.00	27.79	500.00	472.21	5.6
02-25-6522-00 INSURANCE & BONDS	.00	4,875.00	6,500.00	1,625.00	75.0
02-25-6544-02 CAPITAL OUTLAY - COMP. SOFT	.00	190.10	2,500.00	2,309.90	7.6
02-25-6544-07 MISCELLANEOUS OFFICE	.00	108.89	300.00	191.11	36.3
02-25-7020-00 REPAIR & MAINT.	.00	408.16	1,000.00	591.84	40.8
02-25-8010-00 AUDIT	.00	1,500.00	6,000.00	4,500.00	25.0
02-25-8011-00 PROF. SERV.-WATER ADJUDICATION	.00	578.75	30,000.00	29,421.25	1.9
02-25-8012-00 COMP. PROFESSIONAL SERVICES	369.55	5,073.69	6,000.00	926.31	84.6
02-25-8014-00 LEGAL	3,877.00	4,869.00	8,000.00	3,131.00	60.9
02-25-8016-00 SALARY STUDY FEES	.00	.00	700.00	700.00	.0
02-25-8017-00 PROFESSIONAL SERVICES	2,330.00	18,595.45	30,000.00	11,404.55	62.0
02-25-9028-00 COMMUNICATIONS	.00	.00	3,500.00	3,500.00	.0
<b>TOTAL ADMINISTRATION</b>	<b>17,943.42</b>	<b>116,068.35</b>	<b>225,400.00</b>	<b>109,331.65</b>	<b>51.5</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-5010-00 SALARIES	22,105.38	142,955.20	225,000.00	82,044.80	63.5
02-70-5010-03 OVERTIME	511.02	2,057.20	10,000.00	7,942.80	20.6
02-70-5015-00 PART TIME SALARIES	.00	2,331.00	2,600.00	269.00	89.7
02-70-5050-00 PAYROLL TAXES	1,696.01	11,519.75	18,200.00	6,680.25	63.3
02-70-5060-00 RETIREMENT FUND	1,072.04	7,406.59	13,000.00	5,593.41	57.0
02-70-5065-00 HEALTH INSURANCE	4,267.71	38,983.84	59,000.00	20,016.16	66.1
02-70-5070-00 WORKMEN'S COMPENSATION	586.92	4,449.91	8,300.00	3,850.09	53.6
02-70-6010-00 UTILITIES	25,906.10	134,185.69	185,000.00	50,814.31	72.5
02-70-6510-00 TELEPHONE	442.16	4,242.85	7,500.00	3,257.15	56.6
02-70-6511-00 TRAINING	.00	1,633.00	3,000.00	1,367.00	54.4
02-70-6518-00 CLEANING SUPPLIES	96.67	933.30	1,600.00	666.70	58.3
02-70-6522-00 INSURANCE	.00	17,184.50	25,000.00	7,815.50	68.7
02-70-6524-00 GAS AND OIL	730.77	4,954.98	10,000.00	5,045.02	49.6
02-70-6525-00 GIS SYSTEM	.00	.00	25,000.00	25,000.00	.0
02-70-6526-00 CHEMICALS	40,259.92	106,869.34	145,000.00	38,130.66	73.7
02-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	1,077.48	3,400.00	2,322.52	31.7
02-70-6528-00 OPERATING SUPPLIES	861.61	4,931.18	10,000.00	5,068.82	49.3
02-70-6544-01 METER UPGRADE	5,281.00	25,109.43	95,000.00	69,890.57	26.4
02-70-6544-02 TOOLS	.00	5,850.18	10,000.00	4,149.82	58.5
02-70-6544-07 TESTING EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
02-70-6544-08 VEHICLE-PURCHASE	185.82	17,709.79	19,500.00	1,790.21	90.8
02-70-6544-13 WATER PLANT IMPROVEMENTS	.00	.00	80,000.00	80,000.00	.0
02-70-6544-22 WATERLINE REPLACEMENT	.00	.00	30,000.00	30,000.00	.0
02-70-6544-29 INSTRUMENTATION UPGRADES	.00	.00	65,000.00	65,000.00	.0
02-70-6544-32 EMERGENCY WATER INTERCONNECT	.00	164,543.00	350,000.00	185,457.00	47.0
02-70-6544-36 FIRE HYDRANT REPAIRS	16,833.31	27,826.54	40,000.00	12,173.46	69.6
02-70-7015-00 R&M WATERLINES	.00	6,593.20	25,000.00	18,406.80	26.4
02-70-7020-00 REPAIRS & MAINTENANCE	2,036.08	28,533.36	83,000.00	54,466.64	34.4
02-70-7022-00 VEHICLE REPAIRS	376.14	1,134.76	4,000.00	2,865.24	28.4
02-70-7030-00 PURCHASED WATER	.00	.00	12,700.00	12,700.00	.0
02-70-7035-00 WATER ASSESMENT	21,717.45	101,853.05	98,000.00	( 3,853.05)	103.9
02-70-7090-00 INSURANCE DEDUCTIBLES	1,000.00	1,244.90	10,000.00	8,755.10	12.5
02-70-8012-00 PROFESSIONAL SERVICES	491.45	11,729.33	40,000.00	28,270.67	29.3
<b>TOTAL OPERATIONS - WATER FUND</b>	<b>146,457.56</b>	<b>877,843.35</b>	<b>1,717,800.00</b>	<b>839,956.65</b>	<b>51.1</b>
<u>TRANSFERS OUT</u>					
02-80-7051-00 TRANSFER TO OTHER FUNDS	.00	.00	90,000.00	90,000.00	.0
<b>TOTAL TRANSFERS OUT</b>	<b>.00</b>	<b>.00</b>	<b>90,000.00</b>	<b>90,000.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>164,400.98</b>	<b>993,911.70</b>	<b>2,033,200.00</b>	<b>1,039,288.30</b>	<b>48.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>363,182.69</b>	<b>2,924,759.69</b>	<b>204,000.00</b>	<b>( 2,720,759.69)</b>	<b>1433.7</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
03-00-4310-00 SEWER CHARGES	148,163.55	1,305,540.25	1,610,000.00	304,459.75	81.1
03-00-4320-00 SEWER TAP FEES	12,300.00	209,740.00	.00	( 209,740.00)	.0
03-00-4330-00 MISCELLANEOUS	( 28,807.50)	35,787.69	10,000.00	( 25,787.69)	357.9
03-00-4610-00 EARNINGS ON INVESTMENTS	3,539.28	43,438.51	35,000.00	( 8,438.51)	124.1
TOTAL SOURCE 00	135,195.33	1,594,506.45	1,655,000.00	60,493.55	96.3
TOTAL FUND REVENUE	135,195.33	1,594,506.45	1,655,000.00	60,493.55	96.3

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	5,166.46	30,318.26	58,000.00	27,681.74	52.3
03-25-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
03-25-5015-00 PART-TIME SALARIES	658.79	4,494.07	7,200.00	2,705.93	62.4
03-25-5020-00 JANITORIAL SALARIES	216.66	1,933.31	2,600.00	666.69	74.4
03-25-5025-00 MANAGER SALARIES	6,019.17	40,033.19	52,000.00	11,966.81	77.0
03-25-5050-00 PAYROLL TAXES	863.74	5,875.32	9,000.00	3,124.68	65.3
03-25-5060-00 RETIREMENT FUND	558.71	5,684.15	8,600.00	2,915.85	66.1
03-25-5065-00 HEALTH INSURANCE	1,160.41	10,452.49	28,100.00	17,647.51	37.2
03-25-5070-00 WORKMEN'S COMPENSATION	56.17	700.00	700.00	.00	100.0
03-25-6010-00 UTILITIES - TOWN HALL	338.64	2,041.59	4,400.00	2,358.41	46.4
03-25-6505-00 OFFICE EXPENSES	53.09	603.89	4,400.00	3,796.11	13.7
03-25-6506-00 UTILITY BILL MAILING	667.41	5,156.22	7,100.00	1,943.78	72.6
03-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	8,000.00	8,000.00	.0
03-25-6510-00 TELEPHONE	132.98	952.01	1,800.00	847.99	52.9
03-25-6511-00 TRAINING & MEETINGS	.00	.00	700.00	700.00	.0
03-25-6515-00 DUES & SUBSCRIPTIONS	.00	.00	500.00	500.00	.0
03-25-6518-00 CLEANING SUPPLIES	68.35	677.06	1,000.00	322.94	67.7
03-25-6520-00 MILEAGE & EXPENSES	.00	.00	800.00	800.00	.0
03-25-6522-00 INSURANCE & BONDS	.00	5,075.00	6,900.00	1,825.00	73.6
03-25-6544-02 COMPUTER SOFTWARE	.00	.00	2,500.00	2,500.00	.0
03-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	400.00	400.00	.0
03-25-7020-00 REPAIR & MAINTENANCE	.00	303.76	1,100.00	796.24	27.6
03-25-8010-00 AUDIT	.00	1,500.00	7,000.00	5,500.00	21.4
03-25-8012-00 PROFESSIONAL SERVICES	369.55	5,007.54	6,000.00	992.46	83.5
03-25-8014-00 LEGAL	.00	2,079.00	30,000.00	27,921.00	6.9
03-25-8016-00 SALARY STUDY	.00	.00	800.00	800.00	.0
03-25-8017-00 PROFESSIONAL SERVICES - ENG.	.00	.00	20,000.00	20,000.00	.0
TOTAL PERSONNEL	16,330.13	122,886.86	270,100.00	147,213.14	45.5

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	27,017.63	173,998.27	265,000.00	91,001.73	65.7
03-70-5010-03 OVERTIME PAY	624.57	2,514.29	10,000.00	7,485.71	25.1
03-70-5050-00 PAYROLL TAXES	2,072.81	13,792.25	21,100.00	7,307.75	65.4
03-70-5060-00 RETIREMENT FUND	1,310.29	8,972.23	15,000.00	6,027.77	59.8
03-70-5065-00 HEALTH INSURANCE	5,216.11	47,564.78	70,000.00	22,435.22	68.0
03-70-5070-00 WORKMEN'S COMPENSATION	684.74	5,191.54	8,600.00	3,408.46	60.4
03-70-6010-00 UTILITIES	15,038.76	134,681.54	230,000.00	95,318.46	58.6
03-70-6510-00 TELEPHONE	570.36	4,335.37	5,500.00	1,164.63	78.8
03-70-6511-00 TRAINING	.00	330.00	3,000.00	2,670.00	11.0
03-70-6518-00 CLEANING SUPPLIES	169.15	1,021.35	1,500.00	478.65	68.1
03-70-6522-00 INSURANCE	.00	20,371.00	27,800.00	7,429.00	73.3
03-70-6524-00 GAS AND OIL	730.76	4,955.00	12,500.00	7,545.00	39.6
03-70-6525-00 GIS MAPPING	.00	.00	25,000.00	25,000.00	.0
03-70-6526-00 CHEMICALS	10,771.94	70,513.32	108,000.00	37,486.68	65.3
03-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	496.34	3,500.00	3,003.66	14.2
03-70-6528-00 OPERATING SUPPLIES	88.52	1,177.59	10,000.00	8,822.41	11.8
03-70-6544-02 TOOLS	.00	.00	3,500.00	3,500.00	.0
03-70-6544-03 VEHICLE	188.75	17,572.75	19,000.00	1,427.25	92.5
03-70-6544-04 MANHOLE INSTALLATION	.00	.00	25,000.00	25,000.00	.0
03-70-6544-10 SEWERLINE REPLACEMENT	.00	5,142.21	20,000.00	14,857.79	25.7
03-70-6544-16 INSTRUMENTATION UPGRADES	.00	.00	115,000.00	115,000.00	.0
03-70-7015-00 REPAIRS & MAINT - MAINS	1,426.61	7,868.82	20,000.00	12,131.18	39.3
03-70-7020-00 REPAIRS & MAINTENANCE	1,686.14	54,465.75	65,000.00	10,534.25	83.8
03-70-7022-00 VEHICLE REPAIRS	.00	826.62	3,500.00	2,673.38	23.6
03-70-7023-00 WEED CONTROL/GROUND MAINT.	.00	.00	3,000.00	3,000.00	.0
03-70-7025-00 SEWERLINE CLEANING	.00	.00	30,000.00	30,000.00	.0
03-70-7090-00 INSURANCE DEDUCTIBLES	.00	.00	7,500.00	7,500.00	.0
03-70-8012-00 PROFESSIONAL SERVICES	1,324.66	20,091.06	65,000.00	44,908.94	30.9
<b>TOTAL OPERATIONS - SEWER FUND</b>	<b>68,921.80</b>	<b>595,882.08</b>	<b>1,193,000.00</b>	<b>597,117.92</b>	<b>50.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>85,251.93</b>	<b>718,768.94</b>	<b>1,463,100.00</b>	<b>744,331.06</b>	<b>49.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>49,943.40</b>	<b>875,737.51</b>	<b>191,900.00</b>	<b>( 683,837.51)</b>	<b>456.4</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
05-00-4070-00 COLORADO LOTTERY	.00	40,834.39	50,000.00	9,165.61	81.7
05-00-4110-00 PARK FEES	5,000.00	58,000.00	62,500.00	4,500.00	92.8
05-00-4130-00 LARIMER COUNTY USE TAX	8,561.24	66,553.96	40,000.00	( 26,553.96)	166.4
05-00-4330-00 OTHER	602.49	6,454.48	1,200.00	( 5,254.48)	537.9
05-00-4610-00 CT-EARNINGS ON INVEST.	1,027.79	6,076.74	3,500.00	( 2,576.74)	173.6
<b>TOTAL SOURCE 00</b>	<b>15,191.52</b>	<b>177,919.57</b>	<b>157,200.00</b>	<b>( 20,719.57)</b>	<b>113.2</b>
<b>TOTAL FUND REVENUE</b>	<b>15,191.52</b>	<b>177,919.57</b>	<b>157,200.00</b>	<b>( 20,719.57)</b>	<b>113.2</b>

TOWN OF JOHNSTOWN  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
05-70-6533-00 TREE TRIMMING	2,115.00	4,995.00	6,000.00	1,005.00	83.3
05-70-6544-01 CAPITAL - TREES	.00	3,466.19	7,000.00	3,533.81	49.5
05-70-6544-04 LAWN MOWER	.00	33,654.34	46,000.00	12,345.66	73.2
05-70-6545-00 EDDIE ARAGON PARK	.00	1,737.00	6,000.00	4,263.00	29.0
05-70-6546-00 SUNRISE PARK	.00	966.16	3,500.00	2,533.84	27.6
05-70-6547-00 PARISH PARK	254.40	730.55	3,500.00	2,769.45	20.9
05-70-6548-00 HAYS PARK	.00	44,708.16	55,700.00	10,991.84	80.3
05-70-6549-00 PIONEER RIDGE PARK	.00	.00	3,500.00	3,500.00	.0
05-70-6550-00 ROLLING HILLS RANCH PARK	.00	616.67	3,500.00	2,883.33	17.6
05-70-6551-00 JOHNSTOWN LAKE PARK	236.98	4,560.25	5,000.00	439.75	91.2
05-70-6553-00 CLEARVIEW PARK	.00	1,359.80	3,500.00	2,140.20	38.9
05-70-7020-00 REPAIR & MAINT.	1,008.62	1,704.56	6,000.00	4,295.44	28.4
<b>TOTAL DEPARTMENT 70</b>	<b>3,615.00</b>	<b>98,498.68</b>	<b>149,200.00</b>	<b>50,701.32</b>	<b>66.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>3,615.00</b>	<b>98,498.68</b>	<b>149,200.00</b>	<b>50,701.32</b>	<b>66.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>11,576.52</b>	<b>79,420.89</b>	<b>8,000.00</b>	<b>( 71,420.89)</b>	<b>992.8</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
06-00-4110-00 TRANSFER FROM GENERAL FUND	.00	30,000.00	225,000.00	195,000.00	13.3
06-00-4610-00 CF-EARNINGS ON INVESTMENTS	788.21	4,559.34	900.00	( 3,659.34)	506.6
<b>TOTAL SOURCE 00</b>	<b>788.21</b>	<b>34,559.34</b>	<b>225,900.00</b>	<b>191,340.66</b>	<b>15.3</b>
<b>TOTAL FUND REVENUE</b>	<b>788.21</b>	<b>34,559.34</b>	<b>225,900.00</b>	<b>191,340.66</b>	<b>15.3</b>

TOWN OF JOHNSTOWN  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
06-70-6544-00 TRANSFER TO BANK FUND	.00	2,982.50	1,450,300.00	1,447,317.50	.2
TOTAL DEPARTMENT 70	.00	2,982.50	1,450,300.00	1,447,317.50	.2
TOTAL FUND EXPENDITURES	.00	2,982.50	1,450,300.00	1,447,317.50	.2
NET REVENUE OVER EXPENDITURES	788.21	31,576.84	( 1,224,400.00)	( 1,255,976.84)	2.6

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

CEMETERY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
07-00-4310-00 CEMETERY LOTS AND CARE	.00	2,982.60	2,800.00	( 182.60)	106.5
07-00-4610-00 CP-EARNINGS ON INVESTMENTS	103.62	563.71	100.00	( 463.71)	563.7
<b>TOTAL SOURCE 00</b>	<b>103.62</b>	<b>3,546.31</b>	<b>2,900.00</b>	<b>( 646.31)</b>	<b>122.3</b>
<b>TOTAL FUND REVENUE</b>	<b>103.62</b>	<b>3,546.31</b>	<b>2,900.00</b>	<b>( 646.31)</b>	<b>122.3</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>103.62</b>	<b>3,546.31</b>	<b>2,900.00</b>	<b>( 646.31)</b>	<b>122.3</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
09-00-4110-00 TRANSFER FROM GENERAL FUND	700,000.00	700,000.00	1,000,000.00	300,000.00	70.0
09-00-4610-00 EARNINGS ON INVESTMENTS	120.92	389.30	5,000.00	4,610.70	7.8
TOTAL SOURCE 00	700,120.92	700,389.30	1,005,000.00	304,610.70	69.7
TOTAL FUND REVENUE	700,120.92	700,389.30	1,005,000.00	304,610.70	69.7

TOWN OF JOHNSTOWN  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
09-70-6544-03 GRADER ROLL OVER	.00	18,900.00	19,000.00	100.00	99.5
09-70-6544-04 POLICE VEHICLE	28,686.12	113,816.45	117,000.00	3,183.55	97.3
09-70-6544-05 SNOW PLOW FOR PICKUP	.00	6,572.00	10,500.00	3,928.00	62.6
09-70-6544-10 COMPUTERS	.00	799.98	28,000.00	27,200.02	2.9
09-70-6544-12 LOADER	.00	96,750.00	100,000.00	3,250.00	96.8
09-70-6544-20 COPIER	.00	2,323.35	10,000.00	7,676.65	23.2
09-70-6544-21 SOFTWARE	.00	.00	14,000.00	14,000.00	.0
<b>TOTAL DEPARTMENT 70</b>	<b>28,686.12</b>	<b>239,161.78</b>	<b>298,500.00</b>	<b>59,338.22</b>	<b>80.1</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>28,686.12</b>	<b>239,161.78</b>	<b>298,500.00</b>	<b>59,338.22</b>	<b>80.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>671,434.80</b>	<b>461,227.52</b>	<b>706,500.00</b>	<b>245,272.48</b>	<b>65.3</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-00-4110-00 DRAINAGE FEES	32,890.00	291,782.28	375,000.00	83,217.72	77.8
11-00-4610-00 EARNINGS ON INVESTMENTS	1,231.34	11,520.40	6,200.00	( 5,320.40)	185.8
TOTAL SOURCE 00	34,121.34	303,302.68	381,200.00	77,897.32	79.6
TOTAL FUND REVENUE	34,121.34	303,302.68	381,200.00	77,897.32	79.6

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	2,049.12	11,115.86	18,500.00	7,384.14	60.1
11-25-5010-03 OVERTIME	.00	.00	100.00	100.00	.0
11-25-5011-00 PART TIME OFFICE	233.64	1,630.14	7,200.00	5,669.86	22.6
11-25-5025-00 MANAGER	3,100.77	20,623.07	26,900.00	6,276.93	76.7
11-25-5050-00 PAYROLL TAXES	391.62	2,620.59	4,000.00	1,379.41	65.5
11-25-5060-00 RETIREMENT FUND	141.68	1,958.48	3,300.00	1,341.52	59.4
11-25-5065-00 HEALTH INSURANCE	395.79	3,562.57	9,200.00	5,637.43	38.7
11-25-5070-00 WORKMAN'S COMPENSATION	.00	643.83	600.00	( 43.83)	107.3
11-25-6010-00 UTILITIES	142.59	940.94	1,800.00	859.06	52.3
11-25-6505-00 OFFICE SUPPLIES	.00	280.50	1,200.00	919.50	23.4
11-25-6506-00 UTILITY BILL MAILING	667.41	5,146.19	7,100.00	1,953.81	72.5
11-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	2,000.00	2,000.00	.0
11-25-6510-00 TELEPHONE	.00	700.00	700.00	.00	100.0
11-25-6522-00 INSURANCE AND BONDS	.00	1,875.00	2,500.00	625.00	75.0
11-25-6544-04 COMPUTER SOFTWARE	.00	.00	2,500.00	2,500.00	.0
11-25-7020-00 MAINTENANCE AND REPAIRS	.00	303.73	500.00	196.27	60.8
11-25-8010-00 AUDIT	.00	1,500.00	2,500.00	1,000.00	60.0
11-25-8012-00 COMPUTER PROF. SERVICES	279.00	2,911.91	3,300.00	388.09	88.2
11-25-8014-00 LEGAL	.00	.00	2,000.00	2,000.00	.0
11-25-8017-00 PROFESSIONAL SERVICES	.00	.00	1,500.00	1,500.00	.0
<b>TOTAL ADMINISTRATION</b>	<b>7,401.62</b>	<b>55,812.81</b>	<b>97,400.00</b>	<b>41,587.19</b>	<b>57.3</b>
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	1,222.08	7,809.87	21,000.00	13,190.13	37.2
11-70-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
11-70-5050-00 PAYROLL TAXES	93.48	683.94	2,000.00	1,316.06	34.2
11-70-5060-00 RETIREMENT FUND	51.76	535.73	1,200.00	684.27	44.6
11-70-5065-00 HEALTH INSURANCE	.00	2,658.42	10,100.00	7,441.58	26.3
11-70-5070-00 WORKMEN'S COMPENSATION	.00	1,931.49	1,700.00	( 231.49)	113.6
11-70-6510-00 TELEPHONE	17.22	757.23	800.00	42.77	94.7
11-70-6511-00 TRAINING	.00	.00	600.00	600.00	.0
11-70-6522-00 INSURANCE	.00	3,450.00	4,600.00	1,150.00	75.0
11-70-6524-00 GAS & OIL	144.70	873.28	2,200.00	1,326.72	39.7
11-70-6526-00 OPERATING SUPPLIES	38.67	309.36	1,100.00	790.64	28.1
11-70-6544-06 INFRASTRUCTURE REPAIR	.00	.00	20,000.00	20,000.00	.0
11-70-7020-00 REPAIR & MAINTENANCE	.00	61.96	2,000.00	1,938.04	3.1
11-70-7022-00 VEHICLE REPAIRS	.00	.00	800.00	800.00	.0
11-70-7024-00 INLET REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
11-70-7026-00 CURB/GUTTER REPLACEMENT	.00	23,412.62	35,000.00	11,587.38	66.9
<b>TOTAL OPERATIONS</b>	<b>1,567.91</b>	<b>42,483.90</b>	<b>123,700.00</b>	<b>81,216.10</b>	<b>34.3</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>8,969.53</b>	<b>98,296.71</b>	<b>221,100.00</b>	<b>122,803.29</b>	<b>44.5</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>25,151.81</b>	<b>205,005.97</b>	<b>160,100.00</b>	<b>( 44,905.97)</b>	<b>128.1</b>

TOWN OF JOHNSTOWN  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
14-00-5010-00 LIBRARY- SALARIES	25,827.99	176,094.24	.00	( 176,094.24)	.0
14-00-5050-00 LIBRARY-PAYROLL TAXES	1,947.64	13,840.62	.00	( 13,840.62)	.0
14-00-5065-00 HEALTH INS.	369.30	3,323.70	.00	( 3,323.70)	.0
14-00-5070-00 WORKMENS COMPENSATION	195.64	1,483.30	.00	( 1,483.30)	.0
<b>TOTAL DEPARTMENT 00</b>	<b>28,340.57</b>	<b>194,741.86</b>	<b>.00</b>	<b>( 194,741.86)</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>28,340.57</b>	<b>194,741.86</b>	<b>.00</b>	<b>( 194,741.86)</b>	<b>.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 28,340.57)</b>	<b>( 194,741.86)</b>	<b>.00</b>	<b>194,741.86</b>	<b>.0</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
15-00-4060-00 USE TAX	194,947.14	2,290,423.09	850,000.00	( 1,440,423.09)	269.5
15-00-4610-00 EARNINGS ON INVESTMENTS	6,776.53	65,695.68	30,000.00	( 35,695.68)	219.0
15-00-4720-00 FROM WATER FUND	.00	.00	45,000.00	45,000.00	.0
<b>TOTAL SOURCE 00</b>	<b>201,723.67</b>	<b>2,356,118.77</b>	<b>925,000.00</b>	<b>( 1,431,118.77)</b>	<b>254.7</b>
<b>TOTAL FUND REVENUE</b>	<b>201,723.67</b>	<b>2,356,118.77</b>	<b>925,000.00</b>	<b>( 1,431,118.77)</b>	<b>254.7</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
15-70-6544-16 SOUTH PARISH RR CROSSING	.00	.00	65,000.00	65,000.00	.0
15-70-6544-17 YMCA FEASIBILITY STUDY	4,498.00	8,995.00	12,000.00	3,005.00	75.0
15-70-7015-00 ANNUAL OVERLAY	.00	.00	250,000.00	250,000.00	.0
15-70-7020-00 STREET REPAIR & MAINT.	.00	104,646.71	150,000.00	45,353.29	69.8
15-70-7022-00 ALLEY IMPROVEMENTS	.00	.00	2,000.00	2,000.00	.0
15-70-7035-00 COMMUNITY CENTER IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
15-70-7041-00 LIBRARY IMPROVEMENTS	.00	10,151.03	12,500.00	2,348.97	81.2
15-70-7045-00 STREETLIGHTS	.00	.00	5,000.00	5,000.00	.0
15-70-7047-00 SIGNS	77.00	1,210.30	30,000.00	28,789.70	4.0
15-70-7065-00 SIDEWALK/CURB REPL.	.00	2,530.00	15,000.00	12,470.00	16.9
15-70-7085-00 SHOP IMPROVEMENTS	.00	.00	5,500.00	5,500.00	.0
15-70-7090-00 COLUMBINE COMPLEX REPAIRS	.00	.00	5,000.00	5,000.00	.0
15-70-8017-00 PROFESSIONAL SERVICES	5,700.00	37,783.19	75,000.00	37,216.81	50.4
<b>TOTAL DEPARTMENT 70</b>	<b>10,275.00</b>	<b>165,316.23</b>	<b>632,000.00</b>	<b>466,683.77</b>	<b>26.2</b>
15-80-7060-00 REBATE	.00	24,752.96	150,000.00	125,247.04	16.5
<b>TOTAL DEPARTMENT 80</b>	<b>.00</b>	<b>24,752.96</b>	<b>150,000.00</b>	<b>125,247.04</b>	<b>16.5</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>10,275.00</b>	<b>190,069.19</b>	<b>782,000.00</b>	<b>591,930.81</b>	<b>24.3</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>191,448.67</b>	<b>2,166,049.58</b>	<b>143,000.00</b>	<b>( 2,023,049.58)</b>	<b>1514.7</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
16-00-4070-00 FROM SALES TAX	11,167.34	82,860.55	93,000.00	10,139.45	89.1
16-00-4610-00 EARNINGS ON INVESTMENTS	5.15	240.76	20.00	( 220.76)	1203.8
<b>TOTAL SOURCE 00</b>	<b>11,172.49</b>	<b>83,101.31</b>	<b>93,020.00</b>	<b>9,918.69</b>	<b>89.3</b>
<b>TOTAL FUND REVENUE</b>	<b>11,172.49</b>	<b>83,101.31</b>	<b>93,020.00</b>	<b>9,918.69</b>	<b>89.3</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
16-70-7010-00 CONSTRUCTION	.00	72,000.00	107,020.00	35,020.00	67.3
TOTAL DEPARTMENT 70	.00	72,000.00	107,020.00	35,020.00	67.3
TOTAL FUND EXPENDITURES	.00	72,000.00	107,020.00	35,020.00	67.3
NET REVENUE OVER EXPENDITURES	11,172.49	11,101.31	( 14,000.00)	( 25,101.31)	79.3

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
17-00-4610-00 EARNINGS ON INVESTMENTS	3,891.90	45,381.81	35,000.00	( 10,381.81)	129.7
TOTAL SOURCE 00	3,891.90	45,381.81	35,000.00	( 10,381.81)	129.7
<u>SOURCE 01</u>					
17-01-4110-01 TRANSPORTATION FAC. DEV. FEE	23,110.00	737,569.74	230,000.00	( 507,569.74)	320.7
17-01-4110-02 POLICE FACILITIES DEV. FEE	5,810.00	133,862.08	53,000.00	( 80,862.08)	252.6
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	13,660.00	302,851.60	142,000.00	( 160,851.60)	213.3
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	11,530.00	178,582.20	138,000.00	( 40,582.20)	129.4
17-01-4110-05 LIBRARY FACILITIES FEE	6,840.00	97,004.40	27,000.00	( 70,004.40)	359.3
17-01-4110-06 TRAFFIC SIGNAL	836.58	5,777.20	5,000.00	( 777.20)	115.5
TOTAL SOURCE 01	61,786.58	1,455,647.22	595,000.00	( 860,647.22)	244.7
TOTAL FUND REVENUE	65,678.48	1,501,029.03	630,000.00	( 871,029.03)	238.3

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
17-70-8017-00 PARKS & OPEN - PROFESSIONAL	.00	.00	20,000.00	20,000.00	.0
17-70-8018-00 TRANSPORTATION EXPENDITURES	.00	36,462.56	700,000.00	663,537.44	5.2
<b>TOTAL DEPARTMENT 70</b>	<b>.00</b>	<b>36,462.56</b>	<b>720,000.00</b>	<b>683,537.44</b>	<b>5.1</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>.00</b>	<b>36,462.56</b>	<b>720,000.00</b>	<b>683,537.44</b>	<b>5.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>65,678.48</b>	<b>1,464,566.47</b>	<b>( 90,000.00)</b>	<b>( 1,554,566.47)</b>	<b>1627.3</b>

# **AGREEMENT**

## OIL AND GAS LEASE

THIS LEASE AGREEMENT, dated this \_\_\_\_ day of \_\_\_\_\_, 2016, made and entered into by and between **THE TOWN OF JOHNSTOWN, a home rule municipality and political subdivision of the STATE OF COLORADO**, whose address is 450 South Parish Avenue, Johnstown, Colorado 80534, hereinafter called "Lessor," and **KERR-MCGEE OIL & GAS ONSHORE LP**, whose address is 1099 18<sup>th</sup> Street, Suite 1800, Denver, CO 80202, hereinafter called Lessee:

### WITNESSETH

WHEREAS, said Lessee has applied to Lessor for an oil and gas lease covering the land herein described, for the sum of \$10.00 and a bonus consideration of \$800.00 per mineral acre, fixed by Lessor as consideration for the granting of this lease, and Lessee agrees to pay an annual rental of \$43.75, computed at the rate of \$2.50 per mineral acre or fraction thereof per year;

WHEREAS, all the requirements relative to said application have been duly complied with and said application has been approved and allowed by Lessor;

THEREFORE, in consideration of the agreements herein, on the part of Lessee to be paid, kept and performed, Lessor does lease exclusively to Lessee for the sole and only purpose of drilling for, development of and production of oil and gas, or either of them, thereon and therefrom with the right to own all oil and gas so produced and saved therefrom and not reserved as royalty by Lessor under the terms of this lease, together with rights-of-way, easements and servitudes for pipelines for the exploration and operation of said land for oil and gas, the following described land situated in the Town of Johnstown, County of Larimer, State of Colorado, referred to herein as the Leased Premises or leased land, and more particularly described as follows:

#### T-5-N, R-68-W, 6<sup>th</sup> P.M.

Section 24: That portion of the West half of the Southwest Quarter, being more particularly described as follows: Considering the South line of said southwest Quarter as bearing South 88°28'26" East and with all bearings contained herein relative thereto; Beginning at the Southwest corner of said Southwest Quarter of said Section 24, thence along the West line of the Southwest Quarter of said Section 24 North 01°30'12" East 2649.00 feet to the West Quarter corner of said Section 24, thence South 88°10'39" West 1363.24 feet to a point which bears North 88°10'39" West 10.00 feet from the Northeast corner of the West half of the Southwest Quarter of Section 24, thence parallel with and 10 feet West of the East line of the West half of the Southwest Quarter of Section 24. South 01°36'15" West 1127.50 feet, thence North 88°10'38" West 1351.26 feet in the West line of the Southwest Quarter, thence North 01°30'12" East to the Point of Beginning.

Said described parcel of land contains a total of 35 acres, more or less and is subject to any existing easements and rights of way of record or as now existing on said described parcel of land.

TO HAVE AND TO HOLD said land, and all the rights and privileges granted hereunder to Lessee until the hour of twelve o'clock noon on October 16, 2019, as primary term, and so long thereafter as oil and gas, or either of them, is produced in paying quantities from said land or Lessee is diligently engaged in bona fide drilling or reworking operations on said land, subject to the terms and conditions herein. Drilling or reworking operations shall be deemed to be diligently performed if there is no delay or cessation thereof for a greater period than sixty (60) consecutive days, unless an extension in writing is granted by Lessor; provided that such drilling or reworking operations are commenced during said primary term or any extension thereof, or while this lease is in force by reason of production of oil and gas or either of them, or that such reworking is commenced within (60) sixty days upon cessation of production for the purpose of re-establishing the same, and provided further that such production is commenced during such primary

Oil and Gas Lease  
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term or any extension thereof, or while this lease is in force by reason of such drilling or reworking operations or other production.

**EXPLORATION** - Lessor reserves the right to conduct exploration on the Leased Premises provided such exploration does not interfere with rights granted herein.

In consideration of the premises, the parties covenant and agree as follows:

1. **RENTAL** - Lessee agrees to pay an annual rental of \$43.75, computed at the rate of \$2.50 per mineral acre or fraction thereof per year. The annual rental shall be due and payable on or before each anniversary date hereof. If this lease is extended for an additional term as provided for in the **EXTENSION** paragraph hereof, Lessee shall pay to Lessor the sum \$2.50 per mineral acre for the land covered hereby for the term of the extension. There shall be no refund of unused rental.
2. **ROYALTY PROVISIONS:**
  - A. **Lessee Responsible for All Costs/Expenses:** Lessee shall account for any and all substances produced on the leased land and shall pay to Lessor as royalty, in addition to the rentals provided, the royalties described in paragraphs B through D below, which shall be free of all costs of any kind. In this regard, Lessee agrees to bear one hundred percent (100%) of all costs and expenses incurred in rendering hydrocarbons produced on or from the Leased Premises and delivering the same into the purchaser's pipeline for immediate transportation to an end user or storage facility.
  - B. **Royalty Payment on Products:** On products, Lessee shall pay Lessor a royalty payment of eighteen percent (18%) of the gross market value or proceeds of sale thereof, whichever is higher.
  - C. **Royalty Payment on Gas:** On gas or residue gas remaining after separation, extraction or processing operations, Lessee shall pay Lessor eighteen percent (18%) of the proceeds of sale or of the market value thereof, whichever is higher.
  - D. **Royalty Payment on Oil:** Lessee shall pay Lessor for oil produced and saved from the Leased Premises eighteen percent (18%) of the market value of the oil at the wellhead, or the price actually paid to Lessee at the well by the purchaser thereof, whichever is higher; and in no event shall the royalties be based upon a market value at the well less than the posted price in the field for such oil, or in the absence of a posted price in the field for such oil, upon a market value at the well less than the prevailing price received by other producers in the field for oil of like grade and gravity at the time such oil is run into pipelines or storage tanks.
  - E. **No Refund of Bonus:** If Lessor owns a lesser interest in the oil and gas deposits of the above-described land than the entire and undivided fee simple estate, then the royalties and rentals herein provided shall be paid to Lessor only in the portion which its interest bears to the whole and undivided fee, but no refund of any bonus consideration shall be made by Lessor hereunder.
  - F. **Timing of Royalty Payments:** All royalties payable under the terms of this lease shall be payable in cash to Lessor within one hundred eighty (180) days following the first commercial sale of production and thereafter no more than sixty (60) days after the end of the month following the month during which production takes place. Subject to the provisions of Paragraph 16 of this Lease concerning shut-in wells, royalties shall be paid to Lessor by Lessee and/or its assigns or by the product purchaser for oil and/or gas. Upon the failure of any party to pay Lessor the royalty as provided in this paragraph, Lessor may, at Lessor's option, elect

to terminate this Lease by sending written notice to Lessee. Lessee shall then have sixty (60) days from the date of service of such written notice in which to avoid termination of this Lease by making or causing to be made the proper royalty payment or payments that should have been paid. If such royalty payment is not made on, or before, the expiration of the 60-day period, or written approval is not obtained from Lessor to defer such payment, Lessor may elect to terminate this Lease by filing a Notice of Termination with the Weld County Clerk and Recorder. The effective date of said termination shall be the date said Notice of Termination is recorded.

- G. Recovery of Liquid Hydrocarbons: Lessee agrees that before any gas produced from the Leased Premises is used or sold off the Leased Premises, it will be run, free of cost to Lessor, through an adequate oil and gas separator of a conventional type or equipment at least as efficient, to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered on the lease and Lessor properly compensated therefor.
- H. Excess Payments to Lessor: Any payment of royalty or shut-in gas royalty hereunder paid to Lessor in excess of the amount actually due to the Lessor shall nevertheless become the property of the Lessor if Lessee does not make written request to Lessor for reimbursement within one (1) year from the date that Lessor received the erroneous payment, it being agreed and expressly understood between the parties hereto that Lessor is not the collecting agent for any other royalty owner under the lands covered hereby, and a determination of the name, interest ownership and whereabouts of any person entitled to any payment whatsoever under the terms hereof shall be the sole responsibility of Lessee. It is further expressly agreed and understood that: (i) this provision shall in no way diminish the obligation of Lessee to make full and punctual payments of all amounts due to Lessor or to any other person under the terms and provisions of this Lease, and (ii) any overpayments made to the Lessor under any provisions of this Lease shall not be entitled to be offset against future amounts payable to parties hereunder.
- I. Effect of Division Order: The terms of this Lease may not be amended by any division order and the signing of a division order by any mineral owner may not be made a prerequisite to payment of royalty hereunder.
- J. Limitation of Sale to Subsidiaries and/or Affiliates: Oil, gas or products may not be sold to a subsidiary or affiliate of Lessee as defined herein without the Lessor's prior written permission.
- K. Royalty Payable on All Gas Produced: Lessee shall pay Lessor royalty on all gas produced, regardless of whether or not such gas is produced to the credit of Lessee or sold under a contract executed by or binding on Lessee. Should gas be sold under a sales contract not binding on Lessee, Lessor's royalty will be calculated based on the highest price paid for any of the gas produced from the well from which such gas is produced. In no event will the price paid Lessor for Lessor's share of gas be less than the price paid Lessee for Lessee's share of gas.
3. LESSOR'S ACCESS TO LEASED PROPERTY AND RECORDS: Lessee agrees to keep and to have in its possession *complete and accurate* books and records showing the production and disposition of any and all substances produced on the leased land and to permit Lessor, at all reasonable hours, to examine the same, or to furnish copies of same to Lessor upon request along with purchaser's support documentation. Lessor will not be unreasonable with requests. All said books and records shall be retained by Lessee and made available in Colorado to Lessor for a period of not less than five (5) years.

4. **MEASUREMENTS:** All production shall be accurately measured using standards established by the American Gas Association (AGA) and/or the American Petroleum Institute (API) and all measuring devices shall be tamper proof as nearly as possible. Oil royalties due within the terms of this lease shall be calculated on actual and accurate measurements within API standards unless a different means of measurement, subject to Lessor's approval, is provided.
5. **PAYMENTS AND REPORTS:** All payments and reports due hereunder shall be made on or before the day such payments and reports are due. Nothing in this paragraph shall be construed to extend the expiration of the primary term hereof. Oil royalty payments and supporting documents shall be submitted prior to the last day of the second month following each month's sale of production, and gas royalty payments and supporting documents shall be submitted prior to the last day of the second month following each month's sale of production. All payments shall be made by cash, check, certified check, or money order. Payment having restrictions, qualifications, or encumbrances of any kind whatsoever shall not be accepted by Lessor. A penalty for a late payment shall be charged as set forth in the PENALTIES paragraph herein.
6. **PENALTIES:** A penalty shall be imposed for, but not limited to, late payments, improper payments, operational deficiencies, violation of any covenant of this lease, or false statements made to Lessor. Penalties shall be determined by Lessor, unless otherwise provided for by law, and may be in the form of, but not limited to, interest, fees, fines, and/or lease cancellation. A penalty schedule shall be prepared by Lessor and shall become effective immediately after public notice. Said schedule may be changed from time to time after public notice.
7. **LAW:** The terms and conditions of this lease shall be performed and exercised subject to all laws, rules, regulations, orders, local ordinances or resolutions applicable to, and binding upon, the administration of lands and minerals owned by the Town of Johnstown and situated in Larimer County, Colorado and to laws, rules and regulations governing oil and gas operations in Colorado. Violations shall result in penalties as provided for by law or as set forth in the aforementioned schedule or shall, at the option of Lessor, result in default as provided hereinafter.
8. **SURRENDER:** Lessee may at any time, by paying to Lessor all amounts then due as provided herein, surrender this lease insofar as the same covers all or any portion of the land herein leased and be relieved from further obligations with respect to the land so surrendered; provided that this surrender clause and the option herein reserved to Lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by Lessee, Lessor or any assignee of either to enforce this lease, or any of its terms expressed or implied. In no case shall any surrender be effective until Lessee shall have made full provision for conservation of the leased products and protection of the surface rights of the Leased Premises.
11. **OFFSET WELLS:** Lessee agrees to protect the leased land from drainage by offset wells located on adjoining lands not owned by Lessor, when such drainage is not compensated for by counter-drainage. It shall be presumed that the production of oil and gas from offset wells results in drainage from the leased land, unless Lessee demonstrates to Lessor's satisfaction, by engineering, geological, or other data, that production from such offset well does not result in such drainage, or that the drilling of a well or wells on the leased land would not accomplish the purposes of protecting the deposits under the leased land. Lessor's decision as to the existence of such drainage shall be final, and Lessee shall comply with Lessor's order thereon or surrender this lease as to any such undeveloped acreage as designated by Lessor.
12. **DEVELOPMENT:** Upon discovery of oil and gas or either of them on the Leased Premises, Lessee shall proceed with reasonable diligence to develop said oil and gas at a rate, and to an extent, commensurate with the economic development of the field in which the Leased Premises lies.

13. **POOLING CLAUSE:** Lessee may at any time or times pool any part or all of said land or lease or any stratum or strata with other lands and leases, stratum or strata, in the same field so as to constitute a spacing unit to facilitate an orderly or uniform well-spacing pattern or to comply with any order, rule, or regulation of the State or Federal regulatory or conservation agency having jurisdiction. Such pooling shall be accomplished or terminated by filing of record and with the Colorado Oil and Gas Conservation Commission a declaration of pooling, or declaration of termination of pooling, and by mailing or tendering a copy to Lessor. Drilling or reworking operations upon or production from any part of such spacing unit shall be considered for all purposes of this lease as operations or productions from this lease. Lessee shall allocate to this lease the proportionate share of production which the acreage in this lease included in any such spacing unit bears to the total acreage in said spacing unit.
14. **UNITIZATION – COMMUNITIZATION:** In the event Lessor permits the land herein leased to be included within a communitization or unitization agreement, the terms of this lease may be deemed to be modified to conform to such agreement. When only a portion of the land under this lease is committed by an agreement, Lessor may segregate the land and issue a separate lease for each portion not committed thereunder; the term of such separate lease shall be limited as to the original term of this lease. The terms of the lease on that portion remaining in the unit shall be deemed to be modified to conform to such agreement. Non-producing leases shall terminate on the first anniversary date of the lease following the termination date of the unit or part thereof modifying the lease, but in no event prior to the end of the primary term of the lease or the extension term of the lease.
15. **PRODUCTION:** Lessee shall, subject to applicable laws, regulations and orders, operate and produce the wells from which oil and gas may be recovered the Leased Premises so long as the same are capable of producing in paying quantities, and shall operate the same so as to produce at a rate commensurate with the rate of production of wells on adjoining lands within the same field and within the limits of good engineering practice, except for such times as there exist neither market nor storage therefore, and except for such limitations on, or suspensions of, production as may be approved in writing by Lessor. Lessee shall be responsible for adequate site security on all producing properties.
16. **SHUT-IN WELLS:** If Lessee shall complete a well productive of gas and Lessee is unable to produce such gas due to a lack of suitable market therefore, Lessor may grant Lessee suspension of his obligations to produce hereunder until a suitable market for such gas can be found, and during any such suspension period, it shall be deemed that gas is being produced hereunder in paying quantities. Except, however, that beginning on the anniversary date next, of the year of an extension of the lease by reason of a shut-in well, Lessee shall pay to Lessor a shut-in royalty equal to \$2.50 per acre of the lease per annum in addition to the annual rental. The minimum amount of such shut-in royalty payment shall be \$43.75. Each year's shut-in royalty shall be forfeited to Lessor except for the shut-in royalty paid for the year during which the well begins production. The maximum extension of the lease, due to the existence of a shut-in well, shall be two (2) years beyond the extension term as described in the EXTENSION paragraph herein. The granting of any further extensions shall be at the sole option of Lessor.
17. **OPERATIONS:** Exploration, drilling or production operation, including permanent installations, shall be in compliance with all Colorado Oil and Gas Conservation Commission and State of Colorado Regulations. Reports required to be filed with the Colorado Oil and Gas Conservation Commission shall be made immediately available to Lessor upon written request to Lessee.
18. **NOTIFICATION:** Lessee shall notify Lessor and the surface lessee or surface owner of the location of each drill site at least two weeks prior to commencing drilling operations thereon. Lessee shall

notify Lessor before commencing to plug and abandon any well by copy of Lessee's request for approval or sundry notice of intent to plug and abandon.

19. **INSURANCE:** Lessee shall be liable for all damages to the surface of the land, water wells, reservoirs or improvements caused by Lessee's operations hereunder. Lessee shall maintain insurance in the minimum amount of \$1,000,000 commercial liability coverage and \$25,000,000 umbrella coverage to protect against any damages that may be caused by Lessee's operations. Lessee shall include Lessor as an additional insured on such insurance policies and provide certificates of insurance to Lessor within ten (10) days of the commencement of this Lease.
20. **SURFACE LAND:** Lessee shall not place any machinery, equipment or fixtures upon the surface of the Leased Premises without the prior written consent of Lessor. Any machinery, equipment or fixtures left on this land for a period of more than six (6) months after the expiration hereof, shall automatically become the property of Lessor.
21. **OTHER DISCOVERY:** Should Lessee discover any valuable products other than oil and gas, on or within the Leased Premises, Lessee shall within seven (7) days report such discovery to Lessor, in which event Lessee and Lessor may negotiate a provision for production of such discovery.
22. **WATER:** This lease does not grant permission, express or implied, to Lessee for water exploration, drilling, or establishing water wells without the written permission of Lessor. If Lessee desires to establish or adjudicate any water right for beneficial use on the leased land, any such adjudication or application shall be in the name of Lessor if Lessor is the surface owner. The same shall apply to any non-tributary water rights established on the leased land which may be put to beneficial use off said land.
23. **DEFAULT:** Upon failure or default of Lessee to comply with any of the terms and provisions hereof including, but not limited to, the failure to comply with laws, rules and regulations governing Colorado oil and gas operations, Lessor is hereby authorized upon notice and hearing, as hereinafter provided, to cancel this lease as to all of the leased land so claimed or possessed by lessee hereunder. In the event of any such default or failure, Lessor shall, before making any such cancellation, send to Lessee by certified mail, to the post office address of said lessee as shown by the records of Lessor, a notice of intention to cancel for such failure or default, specifying the same, stating that if within sixty (60) days from the date of mailing said notice, Lessee shall correct such failure or default, no cancellation will be made. If such failure or default is not corrected within sixty (60) days after the mailing of such notice, and if Lessee does not request a hearing on such notice within sixty (60) days, this lease will terminate and be canceled by operation of this paragraph without further action by Lessor, or further notice to Lessee.
24. **EXTENSION:** If Lessee fails to make discovery of oil and gas, or either of them, in paying quantities during the primary term hereof, or during drilling operations commenced during the primary term hereof, Lessee may make written application to Lessor for an extension of this lease. The granting of such extension shall be at the sole option of Lessor, according to the following conditions:
  - A. **Extension Limit:** No lease term will be extended for more than six (6) months from the original expiration date.
  - B. **Extension Payment:** The Lessee shall pay to the Lessor the sum of one-third of the original bonus.
  - C. **Delay Rental:** The Lessee must pay to the Lessor the sum of Two and 50/100 Dollars (\$2.50) per acre leased as delayed rental for the term of the extension.

- D. No Change in Royalty: The royalty will remain the same.
25. HOLD HARMLESS: Lessee shall indemnify Lessor against all liability and loss, including reasonable attorney fees and costs, and against all claims and actions, including the defense of such claims or actions, based upon, or arising out of, damage or injury, including death, to persons or property caused by, or sustained in connection with, operations on this leased land or by conditions created thereby, or based upon any violation of any statute, ordinance, or regulation.
26. VENUE: Venue for any legal proceeding shall be in Larimer County, State of Colorado.
27. ERRORS: Every effort is made by Lessor to avoid errors in all procedures including, but not limited to, lease preparation. Lessor shall not be liable for any inconvenience or loss caused by errors which may occur. Lessee shall notify Lessor immediately upon discovery of any errors or discrepancy whatsoever.
28. ARCHAEOLOGY: Lessee shall not destroy, disturb, mar, collect, remove or alter any prehistoric or historic resources of any kind on Lessor's lands as provided by law. These resources include, but are not limited to, all artifacts of stone, wood or metal, pictographs, structures, and bones. A discovery of anything of prehistoric or historic nature shall be reported to Lessor or the State of Colorado Archaeologist immediately.
29. DEFINITIONS: For purposes of this Lease, the following definitions apply:
- A. *"Products"* refers to any and all substances produced on or from the Leased Premises, including all oil and gas, found on or under the leased property.
- B. *"Market Value"* shall mean for gas and products therefrom (i) the gross price at which gas or products therefrom are sold pursuant to a gas contract, as contemplated in paragraph 2C, or (ii) if not sold pursuant to a gas contract, as contemplated in paragraph 2C, the highest gross price reasonably obtainable for the quantity of gas or products available for sale, through good faith negotiations for gas or products produced from the Leased Premises at the place where such gas or product is available for sale on the date of such a contract with adequate provisions for redetermination of price at intervals of no less frequency than two (2) years to ensure that the production is being sold for no less than the current market price. Included within the definition of *"Market Value"* as used herein is the presumption that gas contracts are arms-length contracts with purchasers who are not subsidiaries or affiliates of Lessee. *"Market Value"* shall never be less than the amount actually received by the Lessee for the sale of hydrocarbons.
- C. *"Affiliate"* is defined as the parent company or a subsidiary of Lessee, a corporation or other entity having common ownership with Lessee, a partner or joint venturer of Lessee with respect to the ownership or operation of the processing plant, a corporation or other entity in which Lessee owns a ten percent or greater interest, or any individual, corporation or other entity that owns a ten percent or greater interest in Lessee.
- D. *"Costs"* and/or *"Expenses"* shall mean all costs of gathering, production, transportation, treating, compression, dehydration, processing, marketing, trucking or other expense, directly or indirectly incurred by Lessee, whether as a direct charge or a reduced price or otherwise, including fuel use attributable to any of the services listed above. *"Costs"* or *"Expenses"* also include depreciation, construction, repair, renovation or operation of any pipeline, plant, or other facilities or equipment used in connection with the treating, separation, extraction,

gathering, processing, refining, transporting, manufacturing or marketing of hydrocarbons produced from the Leased Premises or lands pooled therewith.

- E. "Gas" as used herein shall mean all gases (combustible and noncombustible) including, but not limited to, all gaseous hydrocarbons, gaseous compounds, carbon dioxide, and helium.
- F. "Oil and gas" as used herein shall include all substances produced as by-products therewith, including, but not limited to, sulfur.
- G. "Paying quantities" as used herein shall mean and refer to quantities of oil and gas or of either of them sufficient to pay for the current cost of producing same.
30. **HEIRS AND ASSIGNS:** The benefits and obligations of this lease shall inure to, and be binding upon, the heirs, legal representatives, successors or assigns of Lessee.
31. **WARRANTY OF TITLE:** Lessor does not warrant title to the leased premises. There shall be no obligation on Lessor's part to purchase new or supplemental or other title papers, nor to do any curative work in connection with title to the Leased Premises.
32. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake or other act of God; war, revolution, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so interfered with).
33. **SURVEYS, ABSTRACTS, TITLE OPINIONS AND CURATIVE WORK:** If Lessee shall cause any of the exterior or interior lines of the property covered by this lease to be surveyed, Lessee shall furnish Lessor a copy of such survey. Lessee shall furnish Lessor, within a reasonable time, with a copy of all maps submitted to the Corps of Engineers of the United States Army, Railroad, or other governmental or official agency or department having jurisdiction, showing the proposed location of all roads, pipelines, canals and drill sites on the Leased Premises.
34. **SPECIFIC INDEMNIFICATION REGARDING LOW POINT WASTEWATER TREATMENT PLANT:** All or a portion of the Leased Premises lies beneath the Low Point Wastewater Treatment Plant (the "Plant"). The Plant is utilized by Lessor to treat wastewater. Lessee hereby agrees to release, indemnify and hold harmless Lessor from any action, claim or demand for damages, including reasonable attorney fees and costs, to any person or property arising out of the use of the Leased Premises for operations by Lessee, its agents, contractors or employees for damages proximately caused by Lessee, its agents, contractors or employees to the Plant, except where such action, claim or demand results from the negligence or willful misconduct of Lessor, its agents, contractors or employees. In addition to all other obligations stated herein, Lessee specifically agrees to repair any structural damage to the Leased Premises caused by its operations under this Lease.
35. **NON-SURFACE USE OIL AND GAS LEASE: NOTWITHSTANDING ANY LANGUAGE CONTAINED IN THIS LEASE TO THE CONTRARY, THIS IS A NON-SURFACE USE OIL AND GAS LEASE. NO OPERATION OF ANY KIND SHALL TAKE PLACE ON THE SURFACE OF THE LEASED PREMISES.**

36. SPECIFIC AGREEMENT REGARDING DISTANCE OF SURFACE ACTIVITIES FROM THE LOW POINT WASTEWATER TREATMENT PLANT: Lessee agrees that any and all surface activities related to the development and production of oil and gas, or either of them, from the Leased Premises shall be located at a distance of at least 500 feet from the Plant and from any property onto which the Plant may reasonably be likely to expand.

Prior to the drilling of wells and the operation of surface activities, Lessee shall provide the Town with a map of the proposed location of the surface activity, and the Town shall confirm, in writing, whether the location satisfies the distance requirements herein stated related to the Plant within ten (10) days of receipt of said map. In absence of said confirmation in writing within the ten (10) days, Lessee shall be entitled to commence operations.

37. COUNTERPARTS: This agreement may be executed by in any number of counterparts, each which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

LESSOR:

**THE TOWN OF JOHNSTOWN**

ATTEST:

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

By: \_\_\_\_\_  
Scott James, Mayor

LESSEE:

**KERR-MCGEE OIL & GAS ONSHORE LP**

By: \_\_\_\_\_  
Patrick G. McGraw, Agent & Attorney-in-Fact  
*PKC*

STATE OF COLORADO )  
CITY & ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of October 2016, by Patrick G. McGraw, Agent & Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, a Delaware Limited Partnership, on behalf of the limited partnership.

Witness my hand and official seal.

SEAL



*Matt Martin*  
\_\_\_\_\_  
Signature  
Matt Martin  
\_\_\_\_\_  
Name (Print)  
My commission expires 6/19/2018  
\_\_\_\_\_  
Title of Officer Analyst



**AGENDA ITEM 9A**

**3.2%**

**BEER RETAIL**

**LICENSE RENEWAL**

**(Off Premises)**

**(7-Eleven Store 34316A)**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** October 17, 2016

**ITEM NUMBER:** 9A

**SUBJECT:** Consider 3.2% Beer Retail License (Off Premises) Renewal-7-Eleven Store 34316A

**ACTION PROPOSED:** Approve 3.2% Beer Retail (Off Premises) License Renewal

**PRESENTED BY:** Town Clerk

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**AGENDA ITEM DESCRIPTION:** Ms. Gunreet Nat, operating manager, has submitted a renewal application to the Town Clerk for a 3.2% Beer Retail License (Off Premises) for 7-Eleven Store 34316A located at 6150 East Hwy. 34, Johnstown, CO 80534. 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.

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**LEGAL ADVICE:** N/A

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**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** Approve the 3.2% Beer Retail License (Off Premises) renewal for 7-Eleven Store 34316A

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**SUGGESTED MOTIONS:**

**For Approval:** I move to approve the 3.2% Beer Retail License (Off Premises) renewal for 7-Eleven Store 34316A.

**For Denial:** I move to deny approval of the 3.2% Beer Retail License (Off Premises) renewal for 7-Eleven Store 34316A.

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**Reviewed:**

  
Town Manager

**RENEWAL  
APPLICATION**

**RETAIL LIQUOR OR 3.2 BEER  
 LICENSE RENEWAL APPLICATION**

7 ELEVEN STORE 34316A  
 7 ELEVEN LICENSING PO BOX 219088  
 DALLAS TX 75221

RECEIVED  
 JUL 18 2016  
 LICENSE DEPT.

Fees Due	
Renewal Fee	\$96.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

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

Licensee Name <b>SABICA 3 INC &amp; 7 ELEVEN INC</b>		DBA <b>7 ELEVEN STORE 34316A</b>		
Liquor License # <b>4600260</b>	License Type <b>3.2% Beer Off Premises (city)</b>	Sales Tax License # <b>30265777</b>	Expiration Date <b>10/21/2016</b>	Due Date <b>09/06/2016</b>
Operating Manager <b>Bunreet Nait</b>	Date of Birth <b>08/01/63</b>	Home Address <b>977 Golden Skyway, Gilroy CA 95020</b>		
Manager Phone Number <b>408-605-1545</b>	Email Address <b>cheryl.swinford@7-11.com</b>			
Street Address <b>6150 E HWY 34 JOHNSTOWN CO 80534</b>				Phone Number <b>9704614651</b>
Mailing Address <b>7 ELEVEN LICENSING PO BOX 219088 DALLAS TX 75221</b>				

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease 2/31/19
147. Since the date of filing of the last 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 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 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

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

Type or Print Name of Applicant/Authorized Agent of Business <b>Cheryl Swinford</b>	Title <b>AP Supervisor</b>
Signature <i>Cheryl Swinford</i>	Date <b>09-01-16</b>

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

Local Licensing Authority For	Date
Signature	Title
	Attest

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT 7-Eleven, Inc. ("7-Eleven"), hereby appoints each of the individuals named below as its attorney-in-fact for the purposes and the period of time hereinafter set forth:

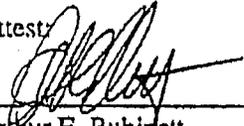
1. Jason Heffelfinger
2. Lori A. Weiss
3. Kevin R. Wolf
4. James S. Barefield (renewals only)
5. Cheryl A. Swinford (renewals only)

THAT each attorney-in-fact appointed herein is authorized to take all actions necessary and appropriate to obtain and renew all licenses that relate to 7-Eleven and to the sale of alcoholic beverages at any 7-Eleven store located in Colorado. Such actions shall include, but not be limited to, the execution of applications or other documents and the designation of individuals who are managers of any 7-Eleven store from which alcoholic beverages are being sold pursuant to an alcoholic beverage license issued to 7-Eleven by the State of Colorado or will be sold following the issuance of an alcoholic beverage license to 7-Eleven by the State of Colorado; and

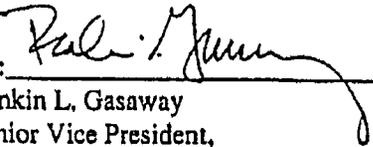
THAT each individual appointed as an attorney-in-fact herein shall remain an attorney-in-fact with the authority granted herein for as long as such individual is employed by 7-Eleven or until such appointment is otherwise revoked by 7-Eleven.

IN WITNESS WHEREOF, the undersigned Senior Vice President of 7-Eleven has executed this document this 12 day of September, 2013.

Attest:

  
\_\_\_\_\_  
Arthur E. Rubinett  
Assistant Secretary

7-ELEVEN, INC.

By:   
\_\_\_\_\_  
Rankin L. Gasaway  
Senior Vice President,  
General Counsel and Secretary

State of Texas  
County of Dallas

On this 10 day of September, 2013, before me, Karen Pennell, the undersigned notary public, personally appeared Rankin L. Gasaway, who acknowledged himself to be Senior Vice President, General Counsel and Secretary of 7-Eleven, Inc., and that he, as such Senior Vice President, being authorized to do so, executed the foregoing instrument on behalf of the corporation for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Kepel  
Notary Public





7-Eleven, Inc. | Heartland Zone :  
Market 1604 | South Colorado

<b>Market Manager</b>	Tracy Petrovic							CELL (303) 884-7395	Tracy.Petrovic @7-11.com
<b>Total Stores</b>	93	76	17	0	84	66	74	0	<b>Effective:</b> 10/1/2015
		<b>Franchise</b>	<b>Corporate</b>	<b>BT</b>	<b>Alcohol</b>	<b>Gasoline</b>	<b>Hot Foods</b>	<b>New Coffee</b>	
<b>Centralized Admin Support / Accounting Customer Service / HR Inquiries:</b>	877-711-4422						<b>HR (TPU) Fax:</b> 877-711-6344		
<b>Human Resource Leader:</b>	Steve Champagne (734) 812-8711						<b>Sr Operations Training Mgr.:</b> Beth Schmidt (214) 649-5897		
<b>HRBP:</b>	Jamie Mann (224) 999-2912						<b>SEDGWICK (Customer / Employee Accidents):</b> (800) 222-4468		
<b>Employee Benefits Center:</b>	(800) 601-0711						<b>Asset Protection Hotline:</b> (800) 555-2620		
<b>Employment Verification:</b>	(800) 367-5690 (Employer Code 17111)						<b>Asset Protection Manager:</b> Karl Suhanyi (303) 249-9256		
<b>Employee Assistance Program:</b>	(900) 424-1711						<b>Asset Protection Specialist:</b> Robert Brady (801) 922-0401		
<b>Customer / Guest Service:</b>	(800) 265-0711						<b>Money Order Help Desk:</b> (800) 444-4670		
<b>Media Inquiries:</b>	Margaret Chabris (972) 828-5821						<b>RIS Help Desk:</b> (800) 987-0711		
<b>Enterprise Help Desk:</b>	(888) 711-6211								
<b>FM Facility Maintenance CHD or:</b>	(800) 828-0711								

<b>Greg Alzmann</b>				Cell (719) 362-8489				<b>Greg.Alzmann @7-11.com</b>			
13082 B	F	G	B	HF	719-635-0253	Christopher El az	310 W Utah Street	Colorado Springs	CO	80905	
22233 A	F		B	HF	719-635-0219	Mark Whitmoyer	1240 E. Fillmore Street	Colorado Springs	CO	80907	
25265 A	F	G	B	HF	719-634-3451	Manjinder Singh	201 W. Fillmore Street	Colorado Springs	CO	80907	
25902 A	F		B		719-635-0415	Jaswinder 'Jas' Grewal	1904 W Uintah Street	Colorado Springs	CO	80904	
26292 A	F	G	B	HF	719-620-9767	Jabran 'Jay' Khan	825 N. Nevada Avenue	Colorado Springs	CO	80903	
32159 C	F	G	B	HF	719-262-0270	Kanwal Singh	623 Garden of Gods Rd.	Colorado Springs	CO	80907	
32388 A	F	G	B		719-266-9623	Manreet Bajwa	4710 Centennial Blvd	Colorado Springs	CO	80919	
39459 A	F	G			719-599-5644	Eugene Jones	428 Garden of the Gods Rd.	Colorado Springs	CO	80907	
<b>Total:</b>	<b>8</b>	<b>Franchise:</b>	<b>8</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>5</b>	<b>Alcohol:</b>	<b>7</b>	<b>BT:</b>	<b>0</b>

<b>Steve Brown</b>				Cell (719) 201-0847				<b>Stephen.Brown @7-11.com</b>			
13071 A	F		B	HF	719-390-6873	Rajesh Roger' Chugh	5 Widefield Blvd	Widefield	CO	80911	
15068 A	F		B		719-633-8889	Sheikh Qaisar	331 S Hancock	Colorado Springs	CO	80903	
21967 J	C		B	HF	719-576-2615	Jackie Ransom	1475 B Street	Colorado Springs	CO	80906	
22562 A	F		B	HF	719-635-0353	Jag & Ruby Dhillon	1801 S Nevada Avenue	Colorado Springs	CO	80606	
22706 A	F	G	B	HF	719-382-5156	Manjinder Singh	601 S Santa Fe Avenue	Fountain	CO	80817	
23546 B	F	G	B	HF	719-576-4052	Dave & Jo Harper	1402 Harrison	Colorado Springs	CO	80905	
24460 B	F	G	B	HF	719-390-6007	Dave & Jo Harper	510 Security Blvx.	Security	CO	80911	
33043 B	F	G		HF	719-392-1241	Alan Du	7725 Fountain Mesa Road	Fountain	CO	80817	
39339 A	F		B	HF	719-390-6811	Eugene Jones	1810 Main Street	Security	CO	80911	
<b>Total:</b>	<b>9</b>	<b>Franchise:</b>	<b>8</b>	<b>Corporate:</b>	<b>1</b>	<b>Hot Foods:</b>	<b>8</b>	<b>Alcohol:</b>	<b>8</b>	<b>BT:</b>	<b>0</b>

<b>Kelli Calhoun</b>				Cell (720) 450-6693				<b>kelli.calhoun @7-11.com</b>			
20343 B	F		B	HF	719-635-0180	Karamjit 'Randy' Randhawa	2407 N. Union	Colorado Springs	CO	80909	
22059 A	F		B	HF	719-635-1104	Russ Mallery	525 N Union	Colorado Springs	CO	80909	
24438 A	F		B	HF	719-670-6240	Jasbinder 'Jas' Kahlon	995 N. Circle	Colorado Springs	CO	80909	
26295 B	F	G	B	HF	719-597-6745	Vaneeta Dhindsa	1426 N Academy Blvd.	Colorado Springs	CO	80909	
26692 A	F	G	B	HF	719-550-9084	Kamal Mohan	5805 Palmer Park	Colorado Springs	CO	80915	
26788 C	F	G	B	HF	719-520-1535	Russ Mallery	503 S Nevada Avenue	Colorado Springs	CO	80903	
32646 A	F	G	B	HF	719-573-9759	Imran Tauseef	4605 Austin Bluffs Pwy	Colorado Springs	CO	80918	
39450 A	F		B	HF	719-471-0243	Russ Mallery	3 N Tejon Street	Colorado Springs	CO	80903	
39543 A	F		B	HF	719-596-4674	Jasbinder 'Jas' Kahlon	1801 N Academy Blvd	Colorado Springs	CO	80909	
<b>Total:</b>	<b>9</b>	<b>Franchise:</b>	<b>9</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>9</b>	<b>Alcohol:</b>	<b>9</b>	<b>BT:</b>	<b>0</b>

<b>John Jackson</b>				Cell (720) 518-8482				<b>John.Jackson2 @7-11.com</b>			
32923 A	F	G	B		303-805-3711	Steve Hong	11802 E Oswego Street	Englewood	CO	80112	
34057 A	F	G	B		303-792-9333	Andrew & Hannah Harrison	12285 S Parker Road	Parker	CO	80134	
34159 A	F	G	B	HF	303-841-4529	Hannah Harrison	810 N. Wilcox	Castle Rock	CO	80104	
39211 A	F	G	B	HF	303-814-2359	Ardy Delsouz	9301 S Parker Road	Parker	CO	80134	
39421 A	F	G	B	HF	303-805-7294	Don Wills	80 Plum Creek Pkwy	Castle Rock	CO	80101	
39739 A	F	G	B	HF	303-814-2053	Twin Star Energy, LLC	7610 Debbie Lane	Castle Rock	CO	80108	
39741 A	F	G	B	HF	303-688-2336	Twin Star Energy, LLC	3850 H ghlands Ranch Pkwy	Littleton	CO	80216	
39743 A	F	G	B	HF	303-346-2656	Twin Star Energy, LLC	8076 Blakeland	Littleton	CO	80125	
39746 A	F	G	B	HF	720-344-2110	Twin Star Energy, LLC					
<b>Total:</b>	<b>9</b>	<b>Franchise:</b>	<b>9</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>7</b>	<b>Alcohol:</b>	<b>8</b>	<b>BT:</b>	<b>0</b>

<b>Jason Lazarony</b>				Cell (720) 233-1338				<b>Jason.Lazarony @7-11.com</b>			
13058 A	F	G	B	HF	719-590-7883	Vaneeta Dhindsa	312 Mount View Lane	Colorado Springs	CO	80907	
13079 A	F	G	B	HF	719-635-0183	Manjinder Singh	1011 S 21st Street	Colorado Springs	CO	80904	
26644 A	F	G	B	HF	719-630-1084	Imran Tauseef	1801 E Platte	Colorado Springs	CO	80909	
32747 B	F	G	B	HF	719-638-1290	Dave Wallace	6025 Constitution Avenue	Colorado Springs	CO	80915	
35337 A	F	G	B	HF	719-266-9857	Vicki Giltzke	2825 Briargate Blvd.	Colorado Springs	CO	80920	
35822 A	F	G	B	HF	719-597-6323	Steven Mollo	3502 N Academy Blvd	Colorado Springs	CO	80917	
36714 A	F	G	B	HF	719-481-1711	Brian & Debbie Kurtz	2650 Northgate Blvd	Colorado Springs	CO	80921	
39472 A	F		B		719-649-2843	Eugene Jones	4325 S Carefree Cir.	Colorado Springs	CO	80917	
<b>Total:</b>	<b>8</b>	<b>Franchise:</b>	<b>8</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>7</b>	<b>Alcohol:</b>	<b>8</b>	<b>BT:</b>	<b>0</b>



7-Eleven, Inc. | Heartland Zone  
Market 1604 | South Colorado

Market Manager		Tracy Petrovic		CELL (303) 884-7395					Tracy.Petrovic @7-11.com		
Total Stores	93	76 Franchise	17 Corporate	0 BT	84 Alcohol	66 Gasoline	74 Hot Foods	0 New Coffee	Effective:	10/1/2015	
<b>Allen Niccoli</b>		Cell (719) 243-8511					Allen.Niccoli @7-11.com				
13111 S	C B	719-564-0447	Linda Laydon				2727 S. Prairie		Pueblo	CO 81005	
17127 S	C B HF	719-543-7441	Aaron Nelson				905 W. Northern		Pueblo	CO 81004	
19169 S	C B	719-545-6935	Chris Espinosa				928 Lake Avenue		Pueblo	CO 81004	
19585 S	C G B HF	719-738-1158	Jackie Kiefer				235 W 7th Avenue		Walsenburg	CO 81089	
20638 A	F B	719-543-7265	Tiffany Harris				804 E 4th Street		Pueblo	CO 81004	
21387 S	C B	719-839-3670	Lynn Vigli				1540 E Hwy 50		Salida	CO 81201	
23811 A	F B HF	719-542-6271	Tiffany Harris				327 W 8th Street		Pueblo	CO 81001	
32990 S	C G B	719-286-8068	Kristen Baca				3522 N Elizabeth Street		Pueblo	CO 81008	
35001 H	C G B HF	719-834-8318	Jerome Winters				2802 E Fountain Blvd.		Colorado Springs	CO 80910	
<b>Total:</b>	<b>9</b>	<b>Franchise:</b>	<b>2</b>	<b>Corporate:</b>	<b>7</b>	<b>Hot Foods:</b>	<b>4</b>	<b>Alcohol:</b>	<b>9</b>	<b>BT:</b>	<b>0</b>
<b>David Raab</b>		Cell (719) 289-6507					David.Raab @7-11.com				
18999 A	F B	719-390-8125	Kamal Mohan				3877 Astrozon Blvd		Colorado Springs	CO 80916	
23731 A	F G B HF	719-634-4066	Tiffany Harris				328 E. Platte		Colorado Springs	CO 80903	
23935 A	F G B HF	719-597-9906	Harold Barnes				3805 E Pikes Peak		Colorado Springs	CO 80916	
24398 A	F B HF	719-597-8235	Jaswinder 'Jas' Grewal				3306 Fountain Blvd.		Colorado Springs	CO 80910	
25794 A	F G B HF	719-597-3338	Jabran 'Jay' Khan				1685 Jet Wing		Colorado Springs	CO 80916	
27082 A	F G B HF	719-574-5454	Nandhip Kumar				450 N Murray		Colorado Springs	CO 80916	
35338 A	F G B HF	719-574-2300	Kamal Mohan				330 S. Academy Blvd		Colorado Springs	CO 80910	
35534 A	F G B HF	719-574-0248	Carol Spoden				5280 Astrozon Blvd.		Colorado Springs	CO 80916	
39189 A	F G	719-634-3800	Scott Wohlman				221 S. 8th Street		Colorado Springs	CO 80905	
<b>Total:</b>	<b>9</b>	<b>Franchise:</b>	<b>9</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>7</b>	<b>Alcohol:</b>	<b>7</b>	<b>BT:</b>	<b>0</b>
<b>Stephen Scriver</b>		Cell (720) 409-6147					Stephen.Scriver @7-11.com				
13087 A	F B	719-578-0816	Satwinder 'Sunny' Singh				2555 Delta Drive		Colorado Springs	CO 80910	
13093 A	F B HF	719-635-0446	Jag & Ruby Dhillon				1760 Shasta Drive		Colorado Springs	CO 80910	
22613 A	F G B HF	719-635-0142	Satwinder 'Sunny' Singh				3004 W Colorado Ave		Colorado Springs	CO 80904	
22684 B	F G B	719-578-5397	Harpreet Kaur				1428 W Colorado Ave		Colorado Springs	CO 80904	
23888 B	F G B HF	719-635-0303	Jasbinder 'Jas' Kahlon				1702 S 8th Street		Colorado Springs	CO 80905	
25674 A	F G B HF	719-633-0573	Prafulla Nandhip				1910 E Fountain Blvd.		Colorado Springs	CO 80910	
26583 A	F G B HF	719-540-9372	Satwinder 'Sunny' Singh				2025 B Street		Colorado Springs	CO 80908	
34921 A	F G B HF	719-392-4001	Pushpinder Brar				2350 Hancock Expy		Colorado Springs	CO 80910	
<b>Total:</b>	<b>8</b>	<b>Franchise:</b>	<b>8</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>6</b>	<b>Alcohol:</b>	<b>8</b>	<b>BT:</b>	<b>0</b>
<b>Shawna Sovine</b>		Cell (720) 630-6952					Shawna.Sovine @7-11.com				
20308 A	F G B HF	719-481-2497	Ramesh Chugh				283 Hwy 105 (PO Box 1241)		Monument	CO 80132	
26693 B	F B	719-599-0232	Shaishav 'Sam' Parikh				3740 Randall Drive		Colorado Springs	CO 80920	
33322 B	F G B HF	719-282-9141	Wayne & Sandra Mathews				5590 Powers Center Point		Colorado Springs	CO 80920	
33710 A	F G B HF	719-591-1097	Kanwal Singh				6040 Barnes Road		Colorado Springs	CO 80922	
34058 A	F G B HF	719-264-9103	Manreet Bajwa				2434 Briargate Pkwy.		Colorado Springs	CO 80920	
35600 A	F G B HF	719-495-5703	Carol Spoden				7718 East Woodmen Road		Colorado Springs	CO 80908	
35610 A	F G B HF	719-574-1557	J. Marshall & R Malloy				7692 Barnes Road		Colorado Springs	CO 80922	
38764 A	F G B HF	719-559-0711	Mark Rose				8090 Meridian Road		Peyton	CO 80831	
<b>Total:</b>	<b>8</b>	<b>Franchise:</b>	<b>8</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>7</b>	<b>Alcohol:</b>	<b>8</b>	<b>BT:</b>	<b>0</b>
<b>Vonley Starkey</b>		Cell (303) 250-2290					Vonley.Starkey @7-11.com				
23963 A	F G B HF	970-468-8537	Gary Sidhu				201 Blue River Hwy		Silverthorne	CO 80498	
25581 B	F B	303-279-0466	Don Johnson				18400 S. Golden Rd/Quaker		Golden	CO 80401	
33481 A	F G B HF	303-216-9163	Cheryl Manguso				339 N Washington Ave.		Golden	CO 80403	
34035 A	F G B HF	303-805-9052	Ardy Delsouz				19832 E. Hilltop Road		Parker	CO 80134	
39033 A	F G	970-468-7505	Don & Paulette Willis				120 Blue River Pkwy.		Silverthorne	CO 80498	
39317 A	F G HF	303-470-1315	Don Willis				3520 Twon Center Dr. Unit A		Highlands Ranch	CO 80129	
39501 A	F G HF	303-980-8590	K&G Petroleum, LLC				10815 Jewel Ave.		Lakewood	CO 80232	
39532 A	F G B HF	303-799-8811	Don Willis				15550 E. Broncos Pkwy.		Centennial	CO 80112	
<b>Total:</b>	<b>8</b>	<b>Franchise:</b>	<b>8</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>6</b>	<b>Alcohol:</b>	<b>6</b>	<b>BT:</b>	<b>0</b>
<b>Arnold Tonner</b>		Cell (970) 456-7345					Arnold.Tonner @7-11.com				
17211 S	C G B HF	970-846-8026	Melissa McMinn				51315 Hwy 6		Glenwood	CO 81601	
17284 B	F G B HF	970-668-3941	Gary Sidhu				741 N Summit		Frisco	CO 80443	
18589 J	C G B HF	970-887-3105	Chris Thorne				511 Agate Way (PO Box 229)		Granby	CO 80446	
19583 S	C B HF	970-845-2062	Peggy Hazen				1029 Grand Avenue		Glenwood	CO 81601	
22021 S	C G B HF	970-927-3827	Sarah Plimentel				23250 Two Rivers Road		Basalt	CO 81621	
22088 J	C G B HF	970-963-0423	Melissa Tapla				1329 Main Street		Carbondale	CO 81623	
32267 B	F G B HF	970-547-4786	Gary Sidhu				10992 State Hwy 9		Breckenridge	CO 80424	
34209 S	C B HF	970-949-5790	Maria Portarescu				008 Nottingham Road		Avon	CO 81620	
<b>Total:</b>	<b>8</b>	<b>Franchise:</b>	<b>2</b>	<b>Corporate:</b>	<b>6</b>	<b>Hot Foods:</b>	<b>8</b>	<b>Alcohol:</b>	<b>7</b>	<b>BT:</b>	<b>0</b>



7-Eleven, Inc. | Heartland Zone |  
Market 1605 | North Denver

Market Manager **Lori Weiss** CELL (720) 320-3782 Lori.Weiss @7-11.com

Total Stores	119	110 Franchise	8 Corporate	25 BT	103 Alcohol	81 Gasoline	100 Hot Foods	46 New Coffee	Effective:	10/1/2015	
Centralized Admin Support / Accounting Customer Service / HR Inquiries: 877-711-4422							HR (TPU) Fax: 877-711-6344				
Human Resource Leader: Steve Champagne (734) 812-8711							Sr Operations Training Mgr:				
HRBP: Jamie Mann (224) 999-2912							SEGWICK (Customer / Employee Accidents) (800) 222-4468				
Employee Benefits Center: (800) 801-0711							Asset Protection Hotline: (800) 555-2620				
Employment Verification: (800) 367-5690 (Employer Code: 17111)							Asset Protection Manager: Steve Sturgill (630) 385-3760				
Employee Assistance Program: (900) 424-1711							Asset Protection Specialist: Chris Erickson (303) 324-5022				
Customer / Guest Service (900) 255-0711							Money Order Help Desk (800) 444-4670				
Media Inquiries: Margaret Chabris (972) 828-5821							RIS Help Desk: (800) 987-0711				
Enterprise Help Desk: (888) 711-5211											
FM Facility Maintenance CHD or (800) 828-0711											

<b>Josh Birney</b>			Cell (720) 552-3229				<b>Joshua.Birney @7-11.com</b>				
25280 A	F G B	HF	970-223-4197	James Long & Scott Long	4543 Boardwalk / Harmony	Ft Collins	CO	80525			
26803 H	C G B		970-226-6747	Daniel Cameron	2800 S. College / Harvard	Ft Collins	CO	80525			
26927 B	F G B	HF	970-224-5730	Marlou & Mark Vandelist	1600 S Lemay / Prospect	Ft Collins	CO	80525			
35506 A	F G B	HF NC	970-221-8551	Jackie Schumacher	3045 W Prospect Rd.	Ft Collins	CO	80526			
35880 A	F G B	HF NC	970-483-0524	Scott Long	1401 Elizabeth Street	Ft Collins	CO	80521			
39076 A	F G B		970-204-1887	Richard Oneslager	2024 Blghom Road	Ft Collins	CO	80525			
39079 A	F G B		970-482-3279	Richard Oneslager	200 N. Tall Hill Rd	Ft Collins	CO	80521			
<b>Total:</b>			<b>7 Franchise:</b>	<b>8 Corporate:</b>	<b>1</b>	<b>Hot Foods:</b>	<b>4</b>	<b>Alcohol:</b>	<b>5</b>	<b>BT Stores:</b>	<b>0</b>

<b>Nikki Coleman</b>			Cell (720) 409-8776				<b>Nekela.coleman @7-11.com</b>				
13195 A	F G B	HF BT	303-322-2237	Vivek & Gargi Amin	4040 E 8th Ave / Albion	Denver	CO	80206			
13204 B	F G B	HF BT	303-341-6089	Pankaj Kumar & Happy Rani	10201 Montview / Galena	Aurora	CO	80010			
23418 A	F G B	HF BT	303-343-3456	Fissha Admase	10502 E Colfax / Havana	Aurora	CO	80010			
23899 A	F G B	HF	303-698-2285	Halle Woldegebriel	85 W Alameda / Bannock	Denver	CO	80223			
24827 A	F G B	HF	303-377-7237	Arvino Singh	580 Josephine / 8th	Denver	CO	80206			
34514 H	C B	NC BT	303-329-7931	Tihun Bogale	6201 E. 14th Ave.	Denver	CO	80220			
35978 A	F G B	HF NC BT	303-377-1489	Angelina Smith	8755 Montview Blvd	Denver	CO	80220			
37120 A	F G B	HF NC	303-368-3015	Mo Elias	3200 Chambers	Aurora	CO	80011			
37171 A	F G B	HF NC	303-355-0166	Tsegay Woldegeogis	1490 Monaco	Denver	CO	80220			
<b>Total:</b>			<b>9 Franchise:</b>	<b>8 Corporate:</b>	<b>1</b>	<b>Hot Foods:</b>	<b>8</b>	<b>Alcohol:</b>	<b>6</b>	<b>BT Stores:</b>	<b>5</b>

<b>Robert Curry</b>			Cell (512) 984-1357				<b>Robert.Curry @7-11.com</b>				
13184 B	F G B	HF NC	303-651-2417	Gurpreet 'Oliver' Singh	841 Ken Pratt Blvd./Hwy 119	Longmont	CO	80501			
22596 B	F G B	HF	303-778-7211	Michael Thomas	840 Lashley / 9th Ave	Longmont	CO	80501			
25476 H	C B	HF	303-651-2930	Sarah Castaneda	1650 Main St. / 17th Ave.	Longmont	CO	80501			
34188 A	F G B	HF	303-665-1143	Pat Napolianno	3240 Village Vista Drive	Erie	CO	80516			
34210 B	F G B	HF NC	303-485-2938	Marco Lusk	11099 E 125 Frontage Road	Firestone	CO	80504			
35289 A	F G B	HF NC	303-833-6513	Pat Napolianno	6008 Frederick Way	Frederick	CO	80530			
35345 A	F G B	HF NC	303-772-1574	Ron Montoya	2250 Mountain View Ave.	Longmont	CO	80501			
39510 A	F G B	HF NC	303-774-7668	CARPCO, LLC	3914 Colorado Hwy, Ste. 119	Longmont	CO	80504			
<b>Total:</b>			<b>8 Franchise:</b>	<b>7 Corporate:</b>	<b>1</b>	<b>Hot Foods:</b>	<b>7</b>	<b>Alcohol:</b>	<b>8</b>	<b>BT Stores:</b>	<b>0</b>

<b>Rachel DeFalco</b>			Cell (720) 237-2417				<b>Rachel.defalco @7-11.com</b>				
13171 A	F G B	HF	970-493-3098	Faiq Majeed	505 S Shields / Mulberry	Ft. Collins	CO	80521			
20104 A	F G B	HF NC	970-493-9263	Faiq & Theresa Majeed	430 Remington / Mulberry	Ft. Collins	CO	80524			
26933 A	F G B	NC	970-223-7783	Faiq & Theresa Majeed	970 W Horsetooth / Shields	Ft. Collins	CO	80526			
32276 A	F G B	HF	970-208-1704	Rachel Chappell	6800 S College Ave. / Tribby	Ft. Collins	CO	80525			
34238 A	F G B	HF	970-587-2404	Monie Strolheide	50 Telep Ave	Johnstown	CO	80534			
34316 A	F G B	HF	970-481-4651	Gunreet Nat	6150 E Hwy 34	Johnstown	CO	80534			
39519 A	F G B	HF NC	970-223-5554	CARPCO, LLC	7488 Westgate	Windsor	CO	80528			
<b>Total:</b>			<b>7 Franchise:</b>	<b>7 Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>5</b>	<b>Alcohol:</b>	<b>6</b>	<b>BT Stores:</b>	<b>0</b>

<b>Brian Dismuke</b>			Cell (970) 290-3394				<b>Brian.Dismuke @7-11.com</b>				
26550 A	F G B	BT	303-373-1785	Kanya Ahmed & Solomon Haile	12880 Albrook / Tulsa	Denver	CO	80239			
29108 A	F G B	HF BT	303-371-0933	Mohammed Sirag	4701 Peoria / Paris	Denver	CO	80239			
32810 A	F G B	HF BT	303-307-1278	Ellen Chong-Oh & Eric Oh	4500 Peoria / 45th Ave	Denver	CO	80239			
34179 A	F G B	HF BT	303-371-6041	Raymond Sandhu	4709 N Tower Road	Denver	CO	80249			
35053 A	F G B	HF NC BT	303-371-9312	Raymond Sandhu	3992 Havana Street	Denver	CO	80239			
35864 A	F G B	HF NC	303-853-0148	Salinder Samra & Elizabeth George	8991 E. 104th Ave	Handerson	CO	80540			
<b>Total:</b>			<b>8 Franchise:</b>	<b>4 Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>5</b>	<b>Alcohol:</b>	<b>6</b>	<b>BT Stores:</b>	<b>5</b>



7-Eleven, Inc. | Heartland Zone |  
Market 1605 | North Denver

Market Manager **Lori Weiss** CELL (720) 320-3792 Lori.Weiss @7-11.com

Total Stores **119** Franchisee **110** Corporate **8** BT **25** Alcohol **103** Gasoline **81** Hot Foods **100** New Coffee **46** Effective: **10/1/2015**

Amanda Duffendack		Cell (303) 884-7095		Amanda.Duffendack @7-11.com							
18630	A F G B HF BT	303-377-7008	Mulugeta Mellis	7295 E 7th Ave. / Quebec	Denver CO 80220						
22194	A F G B HF BT	303-367-1937	Aaron Girmay	14490 E Colfax / Sable	Aurora CO 80011						
23990	A F B HF BT	303-383-7333	Halle Woldegebriel	1795 N Peoria / 18th	Aurora CO 80010						
25187	A F G B HF BT	303-340-8300	Clark Bowman	595 Havana / 6th	Aurora CO 80010						
25582	A F G B HF BT	303-321-2042	Melitali Zewdu	1103 Yosemite / 11th	Denver CO 80220						
26682	T C B HF BT	303-695-1280	Gary Hamm	14593 E. Mississippi	Aurora CO 80012						
27211	A F G B HF BT	303-340-8088	Mengesha Ambaw	15511 E 8th Ave / Helena	Aurora CO 80011						
30958	A F G B HF NC	303-343-1809	Sardul & Arlene Gill	18351 E Colfax Ave	Aurora CO 80018						
30383	A F HF NC BT	303-340-3183	K&G Petroleum, LLC	14631 E Alameda	Aurora CO 80012						
<b>Total:</b>	<b>9</b>	<b>Franchise:</b>	<b>8</b>	<b>Corporate:</b>	<b>1</b>	<b>Hot Foods:</b>	<b>9</b>	<b>Alcohol:</b>	<b>8</b>	<b>BT Stores:</b>	<b>8</b>

Shannon Felts		Cell (720) 409-8801		Shannon.Felts @7-11.com							
13194	A F G B	303-825-8360	Johal Mukhilar	1107 Santa Fe Drive / 11th	Denver CO 80204						
13198	B F G B HF	303-777-2161	Zeke Gebray	607 E. Alameda / Pearl	Denver CO 80209						
13209	B F B HF	303-837-1391	Penny Garcia	1090 Ogden / 11th	Denver CO 80218						
21938	A F B HF BT	303-759-8324	Sejal Patel	4085 E. Mississippi / Colorado Bl	Denver CO 80222						
23172	B F G B HF	303-722-4950	Sandip Mall	303 N Broadway / 3rd	Denver CO 80203						
23905	A F G B HF	303-831-0270	Kalim Yaqub	1000 E Colfax / Ogden	Denver CO 80218						
27620	A F G B HF	303-893-2908	Xavier Castanon	303 N Santa Fe Dr / 3rd	Denver CO 80223						
29203	A F G B HF	303-629-5811	Sejal Patel	1000 Federal / 10th	Denver CO 80204						
39708	A F B HF NC	303-823-1533	Milch Harber	403 16th Street	Denver CO 80202						
<b>Total:</b>	<b>9</b>	<b>Franchise:</b>	<b>9</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>8</b>	<b>Alcohol:</b>	<b>9</b>	<b>BT Stores:</b>	<b>1</b>

Gina Gamboa		Cell (720) 530-1475		Regina.Gamboa @7-11.com							
18730	A F B HF	303-322-2357	Genel Mengesha	3177 E. Colfax / Steele	Denver CO 80206						
23829	B F G B HF	303-287-8035	Ruth Tsehaye	8302 E 72nd Ave / Hwy 2	Commerce City CO 80222						
34087	A F G B HF	303-287-8537	Sardul & Arlene Gill	15810 E. 104th Ave.	Commerce City CO 80222						
34333	A F B BT	303-307-4359	Ozzi Haleselassie	3995 Lewiston St., Unit 106	Aurora CO 80011						
34741	A F G B HF NC	303-371-8844	Sardul & Arlene Gill	7080 Tower Road	Denver CO 80249						
36013	A F G B HF NC	303-227-4930	Melitali Zewdu	12060 E. 120th Ave.	Henderson CO 80640						
36464	A F G B HF NC	303-373-5265	Davinder Sandhu	8111 Tower Road	Commerce City CO 80022						
<b>Total:</b>	<b>7</b>	<b>Franchise:</b>	<b>7</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>8</b>	<b>Alcohol:</b>	<b>7</b>	<b>BT Stores:</b>	<b>1</b>

Jumar Gordon		Cell (970) 396-5849		Jumar.Gordon @7-11.com							
15041	A F G B HF	970-522-8278	Andeep Saini	311 W Main St. / Third	Sterling CO 80751						
15203	A F B HF	970-867-3728	Andeep Saini	703 E. Platte / Sherman	Fl Morgan CO 80701						
15431	A F B HF	970-867-3728	Andeep Saini	603 W. Platte / Walnut	Fl. Morgan CO 80701						
15955	A F B HF	970-842-3123	Andeep Saini	820 Edison / Custer	Brush CO 80723						
18324S	C G B HF	970-848-5527	Teresa Schreiner	801 South Main	Yuma CO 80758						
18724	A F G B HF	970-358-6053	Rita Nat	104 E. 18th St. / First Ave.	Greeley CO 80631						
19088	A F G B HF	970-339-2458	Rita Nat	1011 37th St / Hwy 85	Evans CO 80620						
19570	A F G B HF	970-332-4635	Andeep Saini	402 W 3rd St / Clay	Wray CO 80758						
<b>Total:</b>	<b>8</b>	<b>Franchise:</b>	<b>7</b>	<b>Corporate:</b>	<b>1</b>	<b>Hot Foods:</b>	<b>8</b>	<b>Alcohol:</b>	<b>8</b>	<b>BT Stores:</b>	<b>0</b>

Jeana Hammitt		Cell (720) 431-8299		Jeana.Hammit @7-11.com							
22358	A F B HF NC	303-825-1345	Genel Girmu	1438 Arapahoe / 14th	Denver CO 80202						
33630	A F B HF NC	303-893-1562	Aregash Abraha	820 16th St., Suite 100	Denver CO 80202						
34357	A F B HF NC	303-297-7728	Sejal Patel	821 17th St., Suite 100	Denver CO 80293						
34442	A F B HF NC	303-295-3100	Kevin Noakes	7128 Champa Street	Denver CO 80202						
34528	A F B HF NC	303-296-4380	Salinder Samra / Elizabeth George	1800 Lawrence Street	Denver CO 80202						
34570	A F B HF NC	303-295-0756	Moe Elias	1775 Blake Street	Denver CO 80206						
35503	A F B HF NC	303-534-5687	Raymond Sandhu	1550 Court Place	Denver CO 80202						
36019	A F B HF NC	303-297-1080	Sejal Patel	1800 Welton Street	Denver CO 80202						
36775	A F G B HF NC	303-227-4991	Ruth Tsehaye	5797 Quebec Street	Commerce City CO 80022						
<b>Total:</b>	<b>9</b>	<b>Franchise:</b>	<b>9</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>8</b>	<b>Alcohol:</b>	<b>8</b>	<b>BT Stores:</b>	<b>0</b>

Eugene McKenna		Cell (970) 371-9623		Eugene.Mckenna @7-11.com							
16712	S C G B HF	970-663-1135	Aurora Schwan	1245 E. Eisenhower / Madison	Loveland CO 80537						
17142	A F G B HF	970-663-2693	Keith Smelser & Dawn Owens	2081 W Eisenhower / Estrella Avt	Loveland CO 80537						
27094	H C G B	970-667-0053	Deb Frank	105 E 37th St. / Hwy. 287	Loveland CO 80538						
35708	A F G B HF NC	970-663-9097	Keith & Dawn Owens	4277 N Tall Avenue	Loveland CO 80538						
39078	B F G B HF	970-587-2333	Ashley Hamison	1100 Broad Street	Millikan CO 80543						
39082	B F G B HF	970-667-1735	Russ Gebbia	1509 E Eisenhower	Loveland CO 80537						
39461	A F G B HF NC	970-535-4606	Bijaya Thapa	4301 State Highway 68	Longmont CO 80504						
<b>Total:</b>	<b>7</b>	<b>Franchise:</b>	<b>6</b>	<b>Corporate:</b>	<b>2</b>	<b>Hot Foods:</b>	<b>6</b>	<b>Alcohol:</b>	<b>6</b>	<b>BT Stores:</b>	<b>0</b>

Todd Painter		Cell (720) 469-8820		Robert.Painter @7-11.com							
13169	A F B HF	303-854-0298	Obed Shahid	1012 Bridge St. / 10th Ave.	Brighton CO 80601						
13188	A F B HF	303-452-8093	Chanchal Paul	11421 Washington	Northglenn CO 80233						
18576	A F G B HF	303-452-8882	Sandip Mall	3901 E 112th	Thornton CO 80233						
24856	A F G B HF NC	303-287-8021	Salinder Samra & Elizabeth George	1068 E 88th Ave	Thornton CO 80229						
29289	A F G B HF	303-289-7432	Pankaj Kumar & Happy Rani	2600 E. 88th	Thornton CO 80229						
35715	A F G B HF NC	303-659-0378	Wayne Hulbert	3878 East Bromley Lane	Brighton CO 80601						
36017	A F G B HF NC	303-658-8138	Manpreet Singh	4900 E. Bridge Street	Brighton CO 80601						
39298	D F G B HF	303-287-2272	Gary Sidhu	8820 N Colorado Blvd	Thornton CO 80229						
<b>Total:</b>	<b>8</b>	<b>Franchise:</b>	<b>8</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>8</b>	<b>Alcohol:</b>	<b>8</b>	<b>BT Stores:</b>	<b>0</b>



**7-Eleven, Inc. | Heartland Zone**  
**Market 1605 | North Denver**

Market Manager		Lori Weiss		CELL (720) 320-3792					Lori.Weiss @7-11.com		
Total Stores	119	110 Franchise	8 Corporate	25 BT	103 Alcohol	81 Gasoline	100 Hot Foods	46 New Coffee	Effective:	10/1/2015	
<b>Mika Pfelfer</b>				Cell (720) 639-1160				Michael Pfelfer @7-11.com			
13203 A	F G B HF	BT	303-389-5059	Tamaret Abebe	7675 E. Colfax / Syracuse			Denver	CO	80220	
18409 A	F G B HF	BT	303-739-0906	Mohammad Al-Najar	16080 E. Colfax / Laredo			Aurora	CO	80011	
24732 A	F G B	BT	303-377-0052	Tolemke Zedingle	1580 Colorado Blvd.			Denver	CO	80220	
25069 A	F G B HF		303-292-6024	Mehretab Elias	4708 Washington			Denver	CO	80217	
27492 A	F G B HF		303-297-8154	Mesfin Mekonnen	1670 E 47th Ave / Brighton			Denver	CO	80216	
35040 A	F HF NC		303-318-7180	Shyam Panja	551 East Colfax			Denver	CO	80203	
35828 A	F G B HF NC		303-287-0846	Ruth Tsehaye	6966 Dahlia Street			Commerce City	CO	80022	
37016 A	F G B HF NC	BT	303-307-1421	Zake Gebray	4922 North Willow			Denver	CO	80238	
<b>Total:</b>	<b>8 Franchise:</b>	<b>8</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>7</b>	<b>Alcohol:</b>	<b>7</b>	<b>BT Stores:</b>	<b>4</b>	
<b>Troy Schwent</b>				Cell (720) 431-6439				Troy.Schwent @7-11.com			
13185 A	F B HF		970-352-5150	Eric Maruyama	830 16th St / 9th Ave			Greeley	CO	80631	
25684 A	F G B HF		970-368-2779	Terry Carroll	2540 10th St. / 28th Ave.			Greeley	CO	80634	
34924 H	C G B HF NC		970-352-5128	Jessica Anderson	2803 West 10th Street			Greeley	CO	80631	
35717 A	F G B HF NC		970-481-7851	Jackie Schumacher	6400 Crossroads Blvd			Windsor	CO	80538	
39074 A	F G		970-358-2618	Richard Oneslager	1000 35th Ave			Greeley	CO	80634	
39076 B	F G B		970-508-1859	Rita Nat	4695 W. 20th Street			Greeley	CO	80631	
39077 A	F G		970-378-2605	Richard Oneslager	1401 9th Street			Greeley	CO	80631	
39081 B	F G B HF		970-688-5159	Ashley Harrison	629 Main Street			Windsor	CO	80550	
<b>Total:</b>	<b>8 Franchise:</b>	<b>7</b>	<b>Corporate:</b>	<b>1</b>	<b>Hot Foods:</b>	<b>5</b>	<b>Alcohol:</b>	<b>6</b>	<b>BT Stores:</b>	<b>0</b>	
<b>Jeanne Wolf</b>				Cell (720) 630-6843				Jeanne.Wolf @7-11.com			
13197 A	F G B		303-321-7301	Helen Kidane	1645 E. 17th Ave. / Gilpin			Denver	CO	80210	
22537 A	F G HF		303-832-1711	Mengesha Ambaw	1690 Pearl Street / 17th			Denver	CO	80203	
23293 A	F G B HF NC		303-830-2516	Haile Woldemichael	1800 Downing / 16th			Denver	CO	80218	
25907 B	F G B HF		303-295-2272	Aneet Manjal	3200 E. 45th Ave / Steele			Denver	CO	80216	
27087 B	F G B HF	BT	303-322-0825	Davinder Sandhu	3990 E 35th Ave. / Colorado Blvd			Denver	CO	80205	
34342 A	F NC		303-399-0208	Helen Kidane	1975 E. Colfax Ave.			Denver	CO	80208	
34374 A	F B HF NC		303-388-1926	Helen Kidane	2341 E. Colfax Ave.			Denver	CO	80208	
35365 A	F B HF NC		303-861-4829	Sejal Patel	380 East 17th Ave., Unit 1			Denver	CO	80203	
35617 A	F HF NC		303-291-6928	Vivek & Gargi Amin	3400 York Street			Denver	CO	80205	
<b>Total:</b>	<b>9 Franchise:</b>	<b>9</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>7</b>	<b>Alcohol:</b>	<b>8</b>	<b>BT Stores:</b>	<b>1</b>	



7-Eleven, Inc. | Heartland Zone  
Market 1610 | West Denver

Market Manager **Ariel Carballo** CELL (972) 832-8469 Ariel.Carballo @7-11.com

Total Stores **121** Franchise 117 Corporate 4 BT 0 Alcohol 117 Gasoline 78 Hot Foods 110 New Coffee 50 Effective: 10/1/2015

Centralized Admin Support / Accounting Customer Service / HR Inquiries: 877-711-4422	HR (TPU) Fax: 877-711-6344
Human Resource Leader: Steve Champagne (734) 812-8711	Sr. Operations Training Mgr:
HRBP: Jamie Mann (224) 999-2912	SEDGWICK (Customer / Employee Accidents) (800) 222-4468
Employee Benefits Center: (800) 801-0711	Asset Protection Hotline: (800) 555-2620
Employment Verification: (800) 367-5690 (Employer Code 17111)	Asset Protection Manager: Steve Sturgilli (830) 386-3760
Employee Assistance Program: (900) 424-1711	Asset Protection Specialist Chris Erickson (303) 324-5022
Customer / Guest Service (800) 255-0711	Money Order Help Desk: (800) 444-4670
Media Inquiries: Margaret Chabris (972) 829-5821	RIS Help Desk: (800) 987-0711
Enterprise Help Desk: (888) 711-5211	
FM Facility Maintenance CHD or (800) 828-0711	

**Brad Bennett** Cell (970) 301-8289 Brad.Bennett @7-11.com

13157 A F B HF	303-429-0827	Davinder Sandhu	7270 Broadway	Denver	CO	80221
13167 A F B HF	303-428-4333	Salinder Samra & Elizabeth George	7540 Pecos	Denver	CO	80221
18556 A F B HF	303-427-7474	Manpreet Singh	8801 Huron	Thornton	CO	80260
18694 A F B HF	303-429-7715	Jalinderbi Chahal	8002 Chase Drive	Arvada	CO	80003
23206 A F G B HF	303-430-1146	Prabhjit Singh	7211 Pecos	Denver	CO	80221
25823 B F G B HF	303-426-4936	Yousaf Kohan	7201 Lowell	Westminster	CO	80030
27238 A F G B HF	303-426-6308	Tony Elserougi	8378 N Sheridan	Westminster	CO	80030
33052 A F G B HF	303-581-4974	Bryan Chong	1695 W 47th Avenue	Denver	CO	80211
37141 A F G B HF NC	303-433-3858	Raymond Sandu	4855 N Pecos Street	Denver	CO	80221
<b>Total:</b> 9	<b>Franchise:</b> 9	<b>Corporate:</b> 0	<b>Hot Foods:</b> 9	<b>Alcohol:</b> 9	<b>BT:</b> 0	

**Rocky Defalco** Cell (303) 283-6507 Rocky.Defalco @7-11.com

13213 A F B HF NC	303-871-9013	Michael Woche	567 E. Louisiana	Denver	CO	80210
19136 A F B	303-431-0943	Kuldip Singh	6490 Ward Road	Arvada	CO	80004
24116 A F G B HF	303-733-2829	Halle Woldemichael	1585 S. Broadway	Denver	CO	80210
27022 A F G B HF	303-288-1107	Manpreet Gill	650 E 54th Avenue	Denver	CO	80229
27043 A F G B HF NC	303-232-3639	Wayne Hulbert	820 Simms, Unit 8	Lakewood	CO	80401
35598 A F G B HF NC	303-789-9388	Lary Haight	3495 S. Federal Blvd.	Englewood	CO	80110
35806 H C B HF NC	303-423-8306	Ramona Montano	5785 Ward Road	Arvada	CO	80002
36897 A F B HF NC	303-433-3203	Solomon Fithawok	5090 Federal Blvd.	Denver	CO	80221
39062 A F G B	303-455-2310	Hassan Mahjoub	3190 West 38th Avenue	Denver	CO	80211
<b>Total:</b> 9	<b>Franchise:</b> 8	<b>Corporate:</b> 1	<b>Hot Foods:</b> 7	<b>Alcohol:</b> 9	<b>BT:</b> 0	

**Tony Derrico** Cell (720) 354-6938 Charles.Derrico @7-11.com

18397 A F B HF	303-750-9743	Abraha Kahssay	10010 E. Girard	Denver	CO	80231
19016 J C B HF	303-789-5306	Paul Wallace	4086 S. Federal	Sheridan	CO	80110
23154 A F B	303-690-6088	Mohammed Al-Najar	13790 E Quincy	Aurora	CO	80013
25740 B F G B HF	303-693-9446	Sunil Jullion	18883 E. Hampden	Aurora	CO	80013
27213 A F G B HF	303-690-8810	Richard & MaryAnn Green	16601 E. Smoky Hill	Aurora	CO	80015
34705 A F B HF NC	303-756-3032	Michael Woche	2100 South Holly	Denver	CO	80222
35511 A F G B HF NC	303-300-0301	Mulu Amara	4990 East Hampden Avenue	Denver	CO	80222
35689 A F B HF NC	303-777-0616	Freywini Baraki	1450 S. Santa Fe Dr, Ste. A	Denver	CO	80223
39214 A F G B	303-741-1784	Tony Lalah	6802 S Yosemite Street	Centennial	CO	80112
<b>Total:</b> 9	<b>Franchise:</b> 8	<b>Corporate:</b> 1	<b>Hot Foods:</b> 7	<b>Alcohol:</b> 9	<b>BT:</b> 0	

**Lesley Iding** Cell (720) 201-2163 Lesley.Iding @7-11.com

17596 A F B HF	303-341-0346	Joshua Harrison	10722 E Alameda	Aurora	CO	80012
21494 A F G B HF	303-695-7869	Ruben Bechayev	3005 S Peoria	Aurora	CO	80014
25718 B F B HF	303-671-5940	Tihun Bogale	2220 S Peoria	Aurora	CO	80014
26574 A F B HF	303-745-5833	Vivek & Gargi Amin	13110 E Mississippi	Aurora	CO	80012
34441 A F B HF NC	303-671-2598	Sukhpreet Singh	13697 E Iliff Avenue, Unit 1	Aurora	CO	80014
34675 A F B HF NC	303-337-3253	Yonatan Sebbat	1910 S Havana/Jewell	Aurora	CO	80014
39504 A F G B HF NC	303-220-1404	K&G Petroleum, LLC	4351 S Tamarac Pkwy	Denver	CO	80237
39729 A F G B HF NC	303-750-9982	Twin Star Energy, LLC	2299 S Havana Street	Aurora	CO	80012
39732A F G B HF NC	303-380-8624	Twin Star Energy, LLC	13690 E Alameda	Aurora	CO	80012
<b>Total:</b> 9	<b>Franchise:</b> 9	<b>Corporate:</b> 0	<b>Hot Foods:</b> 9	<b>Alcohol:</b> 9	<b>BT:</b> 0	



**7-Eleven, Inc. | Heartland Zone**  
**Market 1610 | West Denver**

Market Manager		Ariel Carballo		CELL (972) 832-8469					Ariel.Carballo @7-11.com		
Total Stores	121	117	4	0	117	76	110	50	Effective:	10/1/2015	
		Franchise	Corporate	BT	Alcohol	Gasoline	Hot Foods	New Coffee			
<b>Moeh Khaski</b>		Cell (720) 485-2505					Mohamad.Khaski @7-11.com				
21493 A	F G B HF	303-751-5920	Meron Teclbegran				15553 E Mississippi/Chamber	Aurora	CO	80017	
21562 A	F G B HF	303-671-0142	Negist Afework				1651 S Buckley	Aurora	CO	80017	
29024 A	F G B HF	303-755-8978	Girma Molalegna				880 S Buckley	Aurora	CO	80017	
33038 C	F G B HF	303-750-1689	Kuldip Singh				18451 E Alameda Ave.	Aurora	CO	80017	
33044 A	F G B HF	303-873-0415	Bobby Khoshdel				14250 E Iliff Avenue	Aurora	CO	80014	
34131 A	F G B	720-870-0578	Halbrir Sath				19390 E Quincy	Aurora	CO	80015	
34181 A	F G B HF	303-617-3687	James Dixon				21405 E Quincy Ave.	Aurora	CO	80013	
34504 A	F G B HF NC	303-680-2221	Tom Clement				7451 S Gartrell Road	Aurora	CO	80016	
34726 A	F B NC	720-747-4881	Saba Tilreneh				2295 S Chambers Rd. Ste D	Aurora	CO	80014	
<b>Total:</b>	<b>9</b>	<b>Franchise:</b>	<b>9</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>7</b>	<b>Alcohol:</b>	<b>9</b>	<b>BT:</b>	<b>0</b>
<b>Paul Klatt</b>		Cell (720) 431-6462					Paul.Klatt @7-11.com				
35622 H	C B HF NC	303-220-5467	Raj Sigdel				6630 S. Yosemite St.	Greenwood Village	CO	80111	
39528 A	F G B HF NC	720-870-1194	CARPCO, LLC				16310 E Quincy	Aurora	CO	80015	
39533 A	F HF NC	720-489-2799	CARPCO, LLC				4690 S Yosemite St, Unit B	Greenwood Village	CO	80111	
39591 A	F G B HF NC	303-221-1622	CARPCO, LLC				9355 E Dry Creek Road	Centennial	CO	80112	
39622 A	F G B HF NC	303-766-0058	CARPCO, LLC				15298 E Hampden Ave.	Aurora	CO	80014	
39662 A	F B HF NC	303-752-4440	Nelya Sarkova				3060 S. Havana Street	Aurora	CO	80014	
<b>Total:</b>	<b>6</b>	<b>Franchise:</b>	<b>5</b>	<b>Corporate:</b>	<b>1</b>	<b>Hot Foods:</b>	<b>6</b>	<b>Alcohol:</b>	<b>5</b>	<b>BT:</b>	<b>0</b>
<b>John Knestis</b>		Cell (720) 326-8246					John.Knestis @7-11.com				
17134 A	F B HF	303-989-8831	Chelsea Malhotra				9200 W Alameda	Lakewood	CO	80226	
22063 A	F G B HF	303-237-8643	Nabil Naser				11599 W Colfax	Lakewood	CO	80215	
23603 A	F G B HF	303-936-4356	Gary Sidhu				105 Knox Court	Denver	CO	80219	
25052 A	F G B HF	303-936-1412	Ruben Bachayev				890 S Federal	Denver	CO	80219	
26137 A	F G B HF	303-232-1229	Tariq Tariq & Jean Anjum				95 Sheridan	Lakewood	CO	80226	
23867 A	F G B HF	303-937-0667	Pankaj Kumar & Happy Rani				1499 S Federal	Denver	CO	80219	
29151 A	F G B HF	303-733-6238	Gary Sidhu				2299 W Alameda	Denver	CO	80223	
35636 B	F B HF NC	303-534-1037	Jalinderbi Chahal				460 Federal Blvd.	Denver	CO	80204	
39274 B	F G B HF	303-233-1660	Xavier Castanon				465 Sheridan Blvd.	Lakewood	CO	80226	
<b>Total:</b>	<b>9</b>	<b>Franchise:</b>	<b>9</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>9</b>	<b>Alcohol:</b>	<b>9</b>	<b>BT:</b>	<b>0</b>
<b>Marco Lovesque</b>		Cell (720) 431-6388					Marco.Lovesque @7-11.com				
13128 A	F B	303-989-1956	Habib Razani				9101 W Jewell	Lakewood	CO	80232	
16068 A	F B HF	303-989-1943	Rana Pannu				2641 S Estes	Lakewood	CO	80227	
18449 A	F B HF	303-987-2003	Rana Pannu				2790 S Wadsworth	Denver	CO	80227	
23664 A	F B HF NC	303-936-9339	David Belbin				2396 S Federal	Denver	CO	80219	
27429 B	F G B HF	303-936-5391	David Belbin				1850 S Sheridan	Denver	CO	80232	
34505 A	F B HF NC	303-934-9541	Daniel Amedro				1107 S Sheridan	Lakewood	CO	80232	
34683 A	F B HF NC	303-985-7160	Daniel Amedro				2201 S Sheridan	Denver	CO	80222	
35604 A	F B HF NC	303-781-3249	Pritesh Patel				3391 W Hampden Ave	Englewood	CO	80110	
35979 A	F B HF NC	303-922-2400	Padam Bishwokarma				2950 West Evans	Denver	CO	80219	
<b>Total:</b>	<b>9</b>	<b>Franchise:</b>	<b>9</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>8</b>	<b>Alcohol:</b>	<b>9</b>	<b>BT:</b>	<b>0</b>
<b>Lance Lindholm</b>		Cell (303) 808-7623					Lance.Lindholm @7-11.com				
15754 A	F G B HF	303-596-8114	Silas Gebrekirstos				4770 W Colfax Avenue	Denver	CO	80204	
16147 B	F G B HF	303-455-5744	Tariq Tariq & Jean Anjum				2609 Federal Blvd	Denver	CO	80211	
16593 A	F G B HF	303-433-1156	Solomon Bachayev				2500 W 38th Avenue	Denver	CO	80211	
21899 A	F B HF	303-433-3293	Prabhjit Singh				5195 W Byron Street	Denver	CO	80212	
25028 A	F G B HF	303-572-8243	Ramanjit Sandu				1490 Perry Street	Denver	CO	80204	
29420 A	F G B HF NC	303-477-8708	Gary & Mandy S dnu				1301 W 38th Avenue	Denver	CO	80211	
34330 B	F B	303-455-0357	Siju Samuet				3810 Federal Blvd.	Denver	CO	80211	
35668 A	F B HF NC	303-673-3851	Dharminder Singh				3445 W Co fax Ave	Denver	CO	80204	
39183 A	F G B HF	303-238-5148	Tony Laleh				5200 W Co fax Ave	Lakewood	CO	80214	
<b>Total:</b>	<b>9</b>	<b>Franchise:</b>	<b>9</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>8</b>	<b>Alcohol:</b>	<b>9</b>	<b>BT:</b>	<b>0</b>
<b>David Lopez</b>		Cell (720) 476-1974					David.Lopez @7-11.com				
15403 A	F G HF	303-426-8827	Andrew Rupp				1605 92nd	Federal Heights	CO	80260	
17299 A	F B HF NC	303-232-3647	Connie Rupp				8390 W 14th Avenue	Lakewood	CO	80215	
24165 A	F G B HF NC	303-427-8062	Sandip Mall				9201 Federal	Westminster	CO	80221	
34012 A	F G B HF	303-429-0672	Andrew Rupp				5241 72nd Ave	Westminster	CO	80030	
39730 A	F G B HF NC	303-935-3652	Twin Star Energy, LLC				1110 S. Pierce	Lakewood	CO	80232	
39738 A	F G B HF NC	303-926-0639	Twin Star Energy, LLC				1285 W Baseline Road	Lafayette	CO	80026	
39742 A	F G B HF NC	303-460-8470	Twin Star Energy, LLC				4175 W 120th	Broomfield	CO	80020	
39752 A	F G B HF NC	303-920-0709	Twin Star Energy, LLC				2271 W 128th	Westminster	CO	80234	
39753 A	F G B HF NC	720-898-0281	Twin Star Energy, LLC				7190 Simms	Arvada	CO	80004	
<b>Total:</b>	<b>9</b>	<b>Franchise:</b>	<b>9</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>9</b>	<b>Alcohol:</b>	<b>8</b>	<b>BT:</b>	<b>0</b>



7-Eleven, Inc. | Heartland Zone |  
Market 1610 | West Denver

Market Manager		Ariel Carballo		CELL (972) 832-8489				Ariel.Carballo @7-11.com	
Total Stores	121	117 Franchise	4 Corporate	0 BT	117 Alcohol	76 Gasoline	110 Hot Foods	50 New Coffee	Effective: 10/1/2015
<b>Taci McKay</b>		Cell (720) 840-1550				Taci.Mckay @7-11.com			
13140 A	F B HF	303-420-6031	Adeel Tariq				5405 Marshall Street	Arvada	CO 80002
16094 A	F G B HF	303-750-9684	Mulu Amare				1120 S. Parker	Denver	CO 80231
18418 B	F G B HF	303-422-6681	James Sandovai				7355 Rolston Road	Arvada	CO 80002
18497 A	F B HF NC	303-420-5437	Vijay Thangugha				5010 Kipling	Wheat Ridge	CO 80033
23727 A	F G B HF	303-394-3016	Muhammad Yusuf				750 S Monaco	Denver	CO 80224
35519 A	F G B HF NC	303-455-9671	Carol Braun				4406 N Sheridan Blvd	Denver	CO 80212
36492 A	F G B HF NC	303-421-0522	Makela Abraham				5995 W 38th Avenue	Wheat Ridge	CO 80212
<b>Total:</b>		<b>7 Franchise:</b>	<b>4 Corporate:</b>	<b>0 BT:</b>	<b>117 Alcohol:</b>	<b>76 Gasoline:</b>	<b>110 Hot Foods:</b>	<b>50 New Coffee:</b>	<b>0</b>
<b>Brandon Meadows</b>		Cell (303) 717-3249				Brandon.Meadows @7-11.com			
13164 A	F B HF	303-443-2286	Song Jang				2605 Valmont	Boulder	CO 80304
25325 A	F G B HF	303-452-9271	Jeff Swagel				12057 Pecos Street	Westminster	CO 80234
29314 A	F G B	303-252-7505	Sardul & Ariene Gill				10410 Melody Drive	Northglenn	CO 80234
32673 A	F G B	303-666-4250	Liza Shreshta				1446 N 95th Street	Lafayette	CO 80026
32809 B	F G B HF	303-635-2204	Karan Randev				10128 N. Wadsworth Pkwy	Westminster	CO 80021
34036 A	F G B HF	303-469-3836	Gary Sidhu				6990 Church Ranch Blvd	Westminster	CO 80021
35069 A	F B HF NC	303-442-0184	Brock Rhymer				1091 13th Street	Boulder	CO 80302
35336 A	F G B HF NC	303-635-0177	Gary Sidhu				12802 Lowell Blvd	Broomfield	CO 80020
35357 A	F G B HF NC	303-404-9801	Manpreet Brar				5190 W 113th Avenue	Westminster	CO 80031
<b>Total:</b>		<b>9 Franchise:</b>	<b>0 Corporate:</b>	<b>0 BT:</b>	<b>7 Hot Foods:</b>	<b>9 Alcohol:</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Wendell Riffel</b>		Cell (480) 414-9105				Wendell.Riffel @7-11.com			
13196 B	F G B HF	303-781-7074	Michael Woche				1277 E. Hampden	Englewood	CO 80110
13206 A	F B HF	303-782-0785	Reza Soleimanpour				3900 S Broadway	Englewood	CO 80110
20182 A	F B HF	303-795-2753	Maryam Soltanieh				1499 W Littleton Blvd	Littleton	CO 80120
22533 C	F G B HF	303-761-8046	Mehdi Soleimanpour				4601 S. Broadway	Englewood	CO 80110
24079 A	F B	303-979-0650	Steve & Shashi Stenberg				8250 West Coal Mine, Unit A	Littleton	CO 80123
27033 A	F G B HF NC	303-794-5527	Prabhjit Singh				5595 S. Broadway	Littleton	CO 80120
29508 A	F G B HF	303-761-4531	Robert Marquez				3131 S Broadway	Englewood	CO 80110
34486 A	F G B HF NC	303-798-1355	Raymond Sandhu				3099 W. Mineral Avenue	Littleton	CO 80120
39034 A	F G HF	303-761-4088	Don & Paulette Willis				4801 S. Santa Fe Dr.	Englewood	CO 80110
<b>Total:</b>		<b>9 Franchise:</b>	<b>0 Corporate:</b>	<b>0 BT:</b>	<b>8 Hot Foods:</b>	<b>8 Alcohol:</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Amado Trejo</b>		Cell (720) 460-8132				Amado.Trejo @7-11.com			
21242 A	F G B HF	303-790-0230	Mehdi Soleimanpour				6515 S. Dayton	Greenwood Village	CO 80111
24359 A	F G B HF	303-733-9823	Halle Gebretsadkan				2410 S. University	Denver	CO 80210
33040 A	F G B HF	303-770-4558	Andrew Abegg				8380 S. Colorado Blvd.	Highlands Ranch	CO 80126
33042 A	F G B HF	720-874-0901	Ardy Delsouz				8750 S Yosemite Street	Lone Tree	CO 80124
35995 A	F B HF NC	303-777-5316	Urinder Soni				1600 E. Evans Ave	Denver	CO 80210
36789 A	F G B HF NC	303-758-0675	Mitch Harber				1510 S Holly Street	Denver	CO 80222
37010 H	C B HF NC	303-722-1342	Anthony Cruz				2383 E Evans Ave.	Denver	CO 80210
39731 A	F G B HF NC	303-979-1714	Twin Star Energy, LLC				9100 W. Ken Caryl	Littleton	CO 80128
39733 A	F G B HF NC	303-649-1862	Twin Star Energy, LLC				9010 Park Meadows Dr	Littleton	CO 80124
<b>Total:</b>		<b>9 Franchise:</b>	<b>1 Corporate:</b>	<b>0 BT:</b>	<b>9 Hot Foods:</b>	<b>9 Alcohol:</b>	<b>0</b>	<b>0</b>	<b>0</b>



**7-Eleven, Inc. | Heartland Zone |  
Market 1951 | St. Louis & KC**

<b>Market Manager</b>	<b>Paul Coffman</b>		<b>CELL (488) 265-2301</b>		<b>Paul.Coffman @7-11.com</b>	
<b>Total Stores</b>	<b>75</b>	<b>58 Franchise</b>	<b>17 Corporate</b>	<b>0 Hispanic</b>	<b>48 Alcohol</b>	<b>52 Gasoline</b>
					<b>30 Hot Foods</b>	<b>11 New Coffee</b>
<b>Centralized Admin Support / Accounting Customer Service / HR Inquiries: 877-711-4422</b>					<b>HR (TPU) Fax: 877-711-6344</b>	
<b>Human Resource Leader: Steve Champagne (734) 812-8711</b>					<b>Sr Operations Training Mgr Connie He dal (214) 649-8169</b>	
<b>HRBP: Jamie Mann (224) 999-2912</b>					<b>SEDGWICK (Customer / Employee Accidents) (800) 222-4468</b>	
<b>Employee Benefits Center (800) 601-0711</b>					<b>Asset Protection Hotline: (800) 555-2620</b>	
<b>Employment Verification: (800) 367-5690 (Employer Code: 17111)</b>					<b>Asset Protection Manager: Steve Sturgilli (630) 386-3760</b>	
<b>Employee Assistance Program (900) 424-1711</b>					<b>Money Order Help Desk: (800) 444-4670</b>	
<b>Customer / Guest Service: (800) 255-0711</b>					<b>RIS Help Desk (800) 987-0711</b>	
<b>Media Inquiries: Margaret Chabris (972) 828-5821</b>						
<b>Enterprise Help Desk (888) 711-5211</b>						
<b>FM Facility Maintenance CHD or (800) 828-0711</b>						

<b>Gary Bowman</b>		<b>KC DMA</b>		<b>Cell (913) 396-1280</b>		<b>Gary.Bowman @7-11.com</b>	
13268 C	F G BWL HF	816-765-7529	Harpreet Riar	11107 Grandview Road	Kansas City	MO	64137
17258 B	F BWL	816-361-2150	Tod Burlin	319 East 63rd Street	Kansas City	MO	64113
18649 D	F BWL	816-765-1208	Jagdish Patel	6506 Main Street	Grandview	MO	64030
20849 L	C G BWL	816-868-1300	Shun Roy	8105 East Bannister Road	Kansas City	MO	64134
21057 A	F G BWL	816-753-7200	Joyce James	3150 Gilham Road	Kansas City	MO	64109
22931 F	F G BWL	816-763-1860	Pamay Sandhu	10615 Blue Ridge Blvd.	Kansas City	MO	64134
29066 B	F G BWL	816-361-1211	Eric Allemen	6901 Wornall Road	Kansas City	MO	64114
35754 H	C G B HF NC	913-764-8228	Cheryl Ryan	11980 Strang Line Road	Olathe	KS	66062
35786 H	C CG B HF NC	913-685-1842	Kim Walsner	11350 W 135 Street	Overland Park	KS	66204
35787 H	C CG B HF NC	913-432-9868	Douglas Bachar	8801 Johnson	Mission	KS	66202
36679 H	C B HF NC	913-671-7034	Tressie Morgan	3944 Rainbow Blvd.	Kansas City	KS	66103
<b>Total:</b>	<b>11 Franchise:</b>	<b>8 Corporate:</b>	<b>5</b>	<b>Hot Foods:</b>	<b>5</b>	<b>Alcohol:</b>	<b>11</b>
						<b>Hispanic:</b>	<b>0</b>

<b>John Kincaid</b>		<b>STL DMA</b>		<b>Cell (314) 359-9680</b>		<b>John.Kincaid @7-11.com</b>	
19501 D	F BWL	314-421-2388	Abraham Eshen	201 N. 17th	St. Louis	MO	63103
22506 L	C G BWL	314-291-6969	Teresa Gottman	12235 McKelvey	Maryland Heights	MO	63043
26281 D	F G BWL	314-878-1854	Govi & Amitha Naidu	13491 Olive Blvd.	Chesterfield	MO	63017
26796 D	F G BWL HF	314-569-3474	John Gallagher	1201 Schuetz Road	Maryland Heights	MO	63146
27408 B	F G BWL HF	314-644-0711	Randy Munton	6909 Southwest	St. Louis	MO	63143
27899 A	F G BWL	314-427-6234	Reddy Chemaria	11202 Midland	Overland	MO	63114
29084 B	F BWL HF	314-831-4079	John Gallagher	900 Shackelford	Florissant	MO	63031
<b>Total:</b>	<b>7 Franchise:</b>	<b>6 Corporate:</b>	<b>1</b>	<b>Hot Foods:</b>	<b>3</b>	<b>Alcohol:</b>	<b>7</b>
						<b>Hispanic:</b>	<b>0</b>

<b>Igor Konjicija</b>		<b>STL DMA</b>		<b>Cell (314) 952-5508</b>		<b>Igor.Konjicija @7-11.com</b>	
19457 B	F BWL	314-481-3290	Musiala Sarwary	4948 Christy Blvd	St. Louis	MO	63116
19889 D	F BWL	314-664-8166	Noni Haider	3160 Morganford	St. Louis	MO	63116
20020 L	C BW	314-645-1137	Serena Chamberlin	2425 South Big Bend Blvd.	St. Louis	MO	63143
20118 B	F B HF	314-891-5934	Noni Haider	8159 Oliver Blvd & 82nd	University City	MO	63130
20278 D	F BWL	618-876-3151	Masood Rauf	1151 Niedringhaus	Granite City	IL	62040
20883 E	F BWL HF	314-771-8905	Noni Haider	2607 Gravois Ave./Jefferson	St. Louis	MO	63116
25702 K	C G BWL	314-733-0891	Chris Iftand	8290 St. Charles Rock Rd.	Charlack	MO	63114
27092 E	F G BWL	314-961-6437	AD Mulli	9866 Manchester/Berry	Rock Hill	MO	63119
29046 D	F G BWL HF	314-353-6630	Tom Johnson	5604 Gravois Ave./Bates	St. Louis	MO	63116
30285 C	F G B	314-481-5753	Tom Johnson	5350 Chippewa	St. Louis	MO	63109
<b>Total:</b>	<b>10 Franchise:</b>	<b>8 Corporate:</b>	<b>2</b>	<b>Hot Foods:</b>	<b>3</b>	<b>Alcohol:</b>	<b>10</b>
						<b>Hispanic:</b>	<b>0</b>

<b>Todd Osgood</b>		<b>KC DMA</b>		<b>Cell (816) 728-1427</b>		<b>Jeffrey.Osgood @7-11.com</b>	
13242 D	F G B HF	913-722-0989	Gurmeet & Rupinder Singh	2924 South 47th Street	Kansas City	KS	66106
13245 J	C G B HF	913-321-6142	Linda Tipton	2500 Central Avenue	Kansas City	KS	66102
16106 E	F G BWL	816-221-1477	Joseph Mudumala	1701 Independence Avenue	Kansas City	MO	64108
18711 C	F G BWL	816-923-5408	Gurmeet & Rupinder Singh	2636 Van Brunt Blvd	Kansas City	MO	64127
26389 J	C G BWL	816-231-3369	Sara Hogue	3201 Independence Avenue	Kansas City	MO	64124
26590 E	F G BWL HF	816-455-2585	Mansinh Chaudhari	4251 NE Antloch Road	Kansas City	MO	64117
29063 B	F G B	913-432-6300	Mansinh Chaudhari	6850 Antloch Road	Meriam KS	KS	66204
35783 A	F CG B HF NC	913-788-0950	Mansinh Chaudhari	10950 Parallel Pkwy,	Kansas City	KS	66109
35785 A	F CG B HF NC	913-882-9521	Rao Chadafawada	16675 Midland Drive	Shawnee	KS	66217
36101 H	C CG B HF NC	913-362-0769	Kimberly Hannum	4431 Shawnee Drive	Kansas City	KS	66106
<b>Total:</b>	<b>10 Franchise:</b>	<b>7 Corporate:</b>	<b>3</b>	<b>Hot Foods:</b>	<b>6</b>	<b>Alcohol:</b>	<b>10</b>
						<b>Hispanic:</b>	<b>0</b>



7-Eleven, Inc. | Heartland Zone  
Market 1951 | St. Louis & KC

Market Manager		Paul Coffman		CELL (469) 265-2301				Paul.Coffman @7-11.com	
Total Stores	75	58 Franchise	17 Corporate	0 Hispanic	48 Alcohol	52 Gasoline	30 Hot Foods	11 New Coffee	Effective: 10/1/2015
<b>Julie Stevens</b>		<b>STL DMA</b>		Call (636) 375-2762				Julie.Stevens @7-11.com	
19279	F F	BWL	314-645-3580	AD Mufti			2807 Sulphur Avenue	St. Louis	MO 63139
19507	D F	BWL	314-821-2251	Nilay Shah			639 W Woodbine	Kirkwood	MO 63122
19981	B F	BWL	314-631-2866	Jeff Lipe			260 Hoffmeister	Lemay	MO 63125
20200	J C	BWL	636-296-9391	Kelvin Drummond			3695 Outer Road	Arnold	MO 63010
20889	E F	G BWL	314-353-9133	Solomon Teshale			8000 Mackenzie Road	Affton	MO 63123
27379	B F	G BWL	314-843-4075	Bola Osikoya			8250 Watson	Marlborough	MO 63119
27472	B F	B HF	314-352-1711	Mary Dickerson			509 Bates/Virginia	St. Louis	MO 63111
27838	C F	G BWL	314-631-4464	Bill Taylor			703 Union Road	Affton	MO 63123
29027	B F	G BWL HF	636-937-7330	Alan & Susan DeGears			1301 Veterans Blvd	Festus	MO 63028
32813	H C	G BWL	314-846-0572	Constance Grove			6197 Lemay Ferry Road	St. Louis	MO 63129
<b>Total:</b>	<b>10</b>	<b>Franchise:</b>	<b>8</b>	<b>Corporate:</b>	<b>2</b>	<b>Hot Foods:</b>	<b>2</b>	<b>Alcohol:</b>	<b>10</b>
								<b>Hispanic:</b>	<b>0</b>
<b>Jeanne Trekel</b>		<b>KC DMA</b>		Cell (816) 810-5518				Jeanne.Trekel @7-11.com	
16107	D F	B	913-772-6331	Khalid Asad			701 Metropolitan	Leavenworth	KS 66048
21449	E F	G B	913-829-1273	Qaisar Lateef			2151 East 151st Street	Olathe	KS 66082
35523	A F	CG B HF	913-649-4960	Harmanjot Mokha			10701 Metcalf Avenue	Overland Park	KS 66212
35782	H C	CG B HF NC	785-364-5373	Jeremy Wall			111 Arizona Avenue	Holton	KS 66436
35788	H C	CG B HF NC	913-780-2009	Aaron Cook			1550 S. Harrison Circle	Olathe	KS 66061
36891	H C	CG B HF NC	913-721-5175	Bill Godfrey			35 N 130th Terrace	Bonner Springs	KS 66012
<b>Total:</b>	<b>6</b>	<b>Franchise:</b>	<b>3</b>	<b>Corporate:</b>	<b>3</b>	<b>Hot Foods:</b>	<b>4</b>	<b>Alcohol:</b>	<b>6</b>
								<b>Hispanic:</b>	<b>0</b>
<b>Diana Turner</b>		<b>STL DMA</b>		Cell (636) 851-7650				Diana.Turner @7-11.com	
19470	D F	BWL	314-878-8057	Khalid & Fehmina Khan			12545 Bennington Place	St. Louis	MO 63146
19503	B F	BWL HF	314-867-5462	Ope Folarin			2308 Chambers Road	Moline Acres	MO 63136
19522	E F	BWL	314-821-5715	Hamid Paracha			1193 Colonade Center	De Peres	MO 63131
20206	A F	G	314-427-1440	Rasida Munshi			4300 Woodson	Woodson Terrace	MO 63134
25859	D F	BWL	636-278-2668	Bradley Hanson			6680 Mexico Road	St. Peters	MO 63376
26184	D F	G BW HF	314-837-8828	Mohammad & Maniba Farooq			105 Dunn Road	Florissant	MO 63031
26911	E F	G BWL HF	636-379-6646	Bradley Hanson			7901 Mexico Road	St. Peters	MO 63376
26923	G F	G BWL	636-939-4250	Mairaj Qlamuddin			610 Jungerman	St. Peters	MO 63376
29038	C F	G B	314-895-1701	Mohammad & Maniba Farooq			6085 North Lindbergh	Hazelwood	MO 63042
29264	B F	G BWL	636-881-7111	Hamid Paracha			13515 Big Bend Rd (Dougherty)	St. Louis	MO 63122
<b>Total:</b>	<b>10</b>	<b>Franchise:</b>	<b>10</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>3</b>	<b>Alcohol:</b>	<b>9</b>
								<b>Hispanic:</b>	<b>0</b>
<b>Michelle Glendening</b>		<b>KC DMA</b>		Cell (785) 691-9541				Michelle.Glendening @7-11.com	
13283	B F	G BWL	816-524-0422	Alex Maqsood			909 SW Odham Parkway	Lee's Summit	MO 64081
13294	C F	BWL	816-461-0158	Khalid Asad			11001 East 23rd Street	Independence	MO 64052
21391	C F	G BWL	816-373-7179	Asmat Zaman			16801 Gudgeall	Independence	MO 64055
24057	D F	BWL	816-461-8333	Pragnesh Patel			201 East US Highway 24	Independence	MO 64050
24442	M C	G BWL	816-257-0003	Irene Williams			17801 East US Highway 24	Independence	MO 64056
24465	E F	G B HF	913-764-1183	Faisal Asad			951 South Parker	Olathe	KS 66061
25726	D F	G B HF	913-648-5036	Faisal Asad			8700 West 96th Street	Overland Park	KS 66212
27832	D F	G B	913-469-1848	Sunilkumar Epur			11724 Quivira Road	Overland Park	KS 66210
29062	C F	G BWL	816-356-3411	Faisal Asad			12333 East US Highway 40	Independence	MO 64055
30176	C F	G B HF	913-782-4816	Qaisar Lateef			13901 South Murlen Road	Olathe	KS 66082
35784	A F	CG B HF NC	913-393-0314	Rao Chalasari			202 N. Parker	Olathe	KS 66061
<b>Total:</b>	<b>11</b>	<b>Franchise:</b>	<b>10</b>	<b>Corporate:</b>	<b>1</b>	<b>Hot Foods:</b>	<b>4</b>	<b>Alcohol:</b>	<b>11</b>
								<b>Hispanic:</b>	<b>0</b>



**7-Eleven, Inc. Suspensions (Last 3 years - Colorado Only)**

STORE	CITY/COUNTY	TYPE	DATE	DISCIPLINARY ACTION
34705A	Denver	Sale to minor	12/13/14	14 day suspension; 10 days held in abeyance for one year; 1 day served; 3 days served with fine in lieu of suspension (\$200).
35536	Denver	Sale to Minor	01/16/15	10 day suspension; 1 day served; 9 days served with fine in lieu of suspension (\$200)
25550A	Denver	Sale to Minor	01/27/15	10 day suspension; 5 days held in abeyance for one year, 5 days served with fine in lieu of suspension \$200 (state violation)
22706A	Fountain	Sale to Minor	01/28/15	10 day suspension, 5 days held in abeyance for one year, 5 days served with fine in lieu of suspension (\$200).
35069A	Boulder	Sale to minor	02/13/15	14 day suspension; 10 days held in abeyance for one year; 4 days served.
22194A	Aurora	Sale to Minor	03/01/15	10 days suspension; 5 days held in abeyance for one year; 5 days served with fine in lieu of suspension (\$200).
39591	Centennial	Sale to Minor	05/01/15	10 day suspension; 5 days held in abeyance for one year, 5 days served with fine in lieu of suspension (\$200). Training required by September 14, 2015
22021	Basalt	Sale to Minor	05/13/15	10 day suspension; 5 days held in abeyance for one year, 5 days served with fine in lieu of suspension \$200 (state violation)
39075	Greeley	Sale to Minor	05/18/15	10 day suspension; 5 days held in abeyance for one year, 5 days served with fine in lieu of suspension \$200 (state violation)
13058A	Colorado Springs	Sale to Minor	06/23/15	10 day suspension; 5 days held in abeyance for one year, 5 days served with fine in lieu of suspension (state violation).
32159C	Colorado Springs	Sale to Minor	06/23/15	10 day suspension; 5 days held in abeyance for one year, 5 days served with fine in lieu of suspension \$200 (state violation)
34921A	Colorado Springs	Sale to Minor	06/25/15	10 day suspension; 5 days held in abeyance for one year, 5 days served with fine in lieu of suspension \$200 (state violation)
13164A	Boulder	Sale to Minor	07/01/15	14 days suspension; 11 days held in abeyance for one year, 3 days served.
35717A	Windsor	Sale to Minor	07/01/15	15 days suspension, 10 days held in abeyance for one year, 3 days served, 2 days served with fine in lieu of suspension (\$200), Training required within 60 days
25550A	Denver	Sale to Minor	07/17/15	14 days suspension, 10 days held in abeyance for one year; 4 days served with fine in lieu of suspension (\$200).
34035A	Parker	Sale to Minor	11/06/15	14 days suspension, 1 days served, 13 days served with fine in lieu of suspension. Training required within 60 days (by March 14, 2016).
33481A	Golden	Sale to Minor	04/01/16	10 days suspension; 5 days held in abeyance for one year; 5 days served with fine in lieu of suspension (\$200).
39774A	Federal Heights	Sale to Minor	05/01/16	10 days suspension; 5 days held in abeyance for one year; 5 days served with fine in lieu of suspension (\$200).

**7-ELEVEN, INC.  
OFFICERS AND DIRECTORS**

<b>OTHER OFFICERS</b>		
Name	Title	Business Address
Joseph M. DePinto	President and Chief Executive Officer	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-2711
Jesus H. Delgado-Jenkins	Executive Vice President, Merchandising, Marketing & Logistics	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-7344
Shizuma Noda	Executive Vice President, And Advisor to CEO	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-1273
Stanley W. Reynolds	Executive Vice President and Chief Financial Officer	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-7042
Christopher Tanco	Executive Vice President, International	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-7547
Robert J. Chumley	Senior Vice President, Innovation	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-7111
Robert J. Cozens (retiring 4/30/2015)	Senior Vice President Demand Chain	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-1700
Sean P. Duffy	Senior Vice President, Demand Chain	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-7683
Rankin L. Gasaway	Senior Vice President, General Counsel and Secretary	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-7024
Wesley M Hargrove	Senior Vice President , Development	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-7585
Scott R. Hintz	Senior Vice President, Human Resources	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-7560
Steven M Holland	Senior Vice President and Chief Information Officer	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-7509
C. Bradley Jenkins	Senior Vice President, Operations Support	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-7447
Nancy Smith	Senior Vice President, Merchandising, Fresh Food & Proprietary Beverages	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-6554
Koichi Takahashi	Senior Vice President, Advisor to Merchandising	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-7344
Ena Williams	Senior Vice President, Operations - West	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-4312

**OTHER OFFICERS**

Shinji Abe	Vice President, Strategic Planning	8-8 Nibancho, Chiyoda-ku Tokyo 102-8452 Japan 011-813-6238-3722
Alicia Howell	Vice President and Controller	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-7639

**7-ELEVEN, INC.  
OFFICERS AND DIRECTORS**

OTHER OFFICERS Name	Title	Business Address
Rajneesh Kapoor	Vice President & General Manager, 7-Eleven, Canada	Suite 2400, 13450 102 <sup>nd</sup> Avenue Surrey, BC, Canada V3T 0C3 604/586-1690
Yusuke Kato	Vice President, Advisor to Operations	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-7423
Ryoji Sakai	Vice President, Strategic Planning	8-8 Nibancho, Chiyoda-ku Tokyo 102-8452 Japan 011-813-6238-3722
David L. Seltzer	Vice President and Treasurer	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-2755

**DIRECTORS**

Toshifumi Suzuki	Chairman of the Board	8-8 Nibancho, Chiyoda-ku Tokyo 102-8452 Japan 011-813-6238-3722
Jay W. Chai	Director	335 Madison Avenue New York, New York 10017
Joseph M. DePinto	Director	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-2711
Ryuichi Isaka	Director	8-8 Nibancho, Chiyoda-ku Tokyo 102-8452 Japan 011-813-6238-3722
Masaaki Kamata	Director	8-8 Nibancho, Chiyoda-ku Tokyo 102-8452 Japan 011-813-6238-3722
Nobutake Sato	Director	8-8 Nibancho, Chiyoda-ku Tokyo 102-8452 Japan 011-813-6238-3722

**POLICE  
REPORTS**

**TOWN OF JOHNSTOWN POLICE DEPARTMENT**

**Information 3.2% Beer or Liquor Application**

- Name and address of Applicant} Sabica 3 Inc & 7-Eleven  
7-Eleven Licensing  
PO Box 219088  
Dallas, TX 75221-9088
1. Trade Name and Address} 7-Eleven 34316A  
6150 East Hwy 34  
Johnstown, CO 80534
2. Date of Application: 09-01-2016
3. Type of Application: 3.2% Beer Off Premises
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} Leased
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 3.2% Beer Off Premises  
B. 7-Eleven #34316A has operated legally during its last license period.  
C. Cooperation with law enforcement has been good.
8. Findings of fact:  
A. 7-Eleven #34316A presently holds license 4600260 that expires October 21, 2016  
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: **Sabica 3 Inc. & 7 Eleven Inc.**

ADDRESS: **6150 E Hwy 34 Johnstown**

TYPE LICENSE: **3.2% Beer (Off-Premises)**

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: 10/5/16

ADDITIONAL INFORMATION:

*NO ATTENDEES FOR TRAINING IN LAST CALENDAR YEAR*



**AGENDA ITEM 9B**

**ADOPTING  
LARIMER COUNTY  
2016  
MULTI-JURISDICTIONAL  
HAZARD MITIGATION PLAN  
(Resolution No. 2016-09)**

**TOWN COUNCIL AGENDA COMMUNICATION**

---

**AGENDA DATE:** October 17, 2016

**ITEM NUMBER:** 9B

**SUBJECT:** Consider Resolution No. 2016 -09, Adopting the Larimer County 2016 Multi-Jurisdictional Hazard Mitigation Plan

**ACTION PROPOSED:** Adopt the Larimer County 2016 Multi-Jurisdictional Hazard Mitigation Plan

**PRESENTED BY:** Chief Brian Phillips

---

**AGENDA ITEM DESCRIPTION:** Larimer County, in conjunction with communities (including Johnstown), special districts, emergency preparedness agencies and other stakeholders, compiled a county-wide assessment of natural and human-caused hazards, with recommendations for hazard mitigation and preparedness. This effort updates the 2010 Northern Colorado Regional Hazard Mitigation Plan.

As indicated in the attached excerpt, the Town of Johnstown has no high risk conditions and but one moderate risk (tornado). The remaining risks are assessed as low. By adopting the Hazard Mitigation Plan, the Town agrees to participate in maintenance of the Plan through enhanced citizen communication regarding flood hazard and risk preparedness, and by continued administration of floodplain regulations.

The plan has been adopted by the Larimer County Commissioners and all other municipalities.

---

**LEGAL ADVICE:** N/A

---

**FINANCIAL ADVICE:** N/A

---

**RECOMMENDED ACTION:** Approve Resolution No. 2016-09

---

**SUGGESTED MOTION:**

**For Approval:**

I move to approve Resolution No. 2016 -09, adopting the Adopting the Larimer County 2016 Multi-Jurisdictional Hazard Mitigation Plan

**For Denial:** I move to deny approval of Resolution No. 2016-09.

---

**Reviewed:**

  
Town Manager

**RESOLUTION**

**No. 2016-09**

**TOWN OF JOHNSTOWN, COLORADO**

**RESOLUTION NO. 2016-09**

**ADOPTING THE LARIMER COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

**WHEREAS**, Larimer County, including the Town of Johnstown has experienced past flooding and other natural and human-caused hazard events that pose risks to public health and safety and which may cause serious property damage; and

**WHEREAS**, the Larimer County Multi-jurisdictional Hazard Mitigation Plan has been developed by the Mitigation Planning Committee, including personnel from twenty seven different jurisdictions within Larimer County, including the Town of Johnstown, and partner organizations; and

**WHEREAS**, the planning process by all participating Larimer County jurisdictions and agencies offered the opportunity to consider natural and human-caused hazards and risks, and to identify mitigation actions to reduce future impacts of such hazards; and

**WHEREAS**, the Larimer County Multi-jurisdictional hazard Mitigation Plan recommends mitigation actions that will help minimize and reduce safety threats and damage to private and public property; and

**WHEREAS**, the Town of Johnstown desires to formal adopt the Larimer County Multi-Jurisdictional Hazard Mitigation Plan.

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

Section 1. The Town of Johnstown hereby adopt the May 2016 Larimer County Multi-Jurisdictional Hazard Mitigation Plan.

Section 2. The appropriate officials of the Town of Johnstown are authorized to submit this Resolution and any related documents to the Colorado Division of Emergency Management and Federal Emergency management Agency.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED, SIGNED, APPROVED, AND ADOPTED this \_\_ day of \_\_\_\_\_, 2016.

**ATTEST:**

**TOWN OF JOHNSTOWN, COLORADO**

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

By: \_\_\_\_\_  
Scott James, Mayor

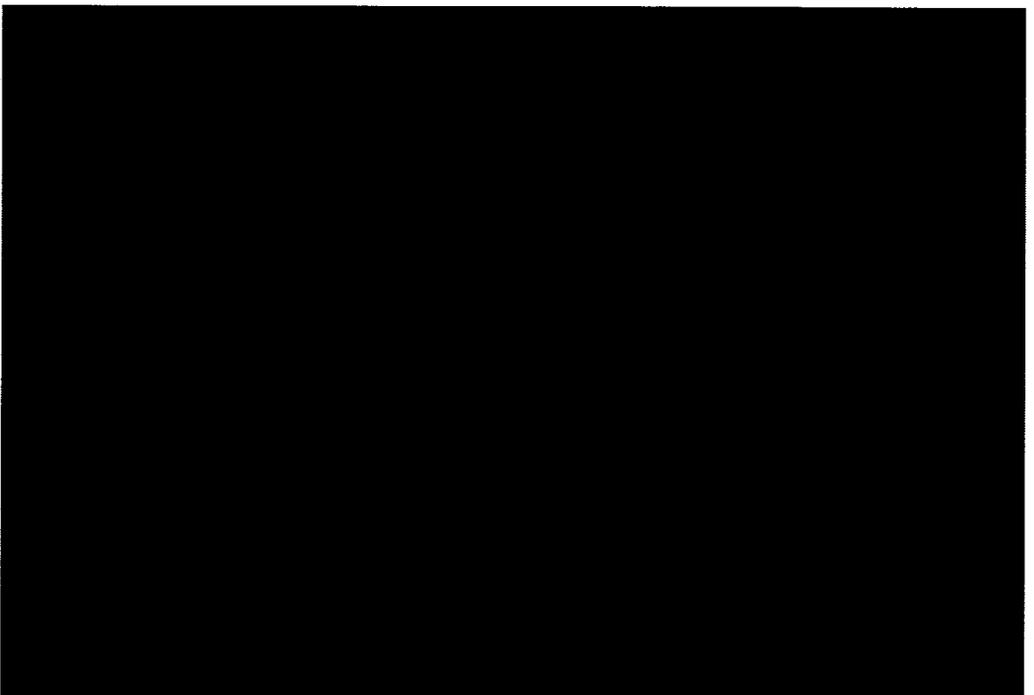
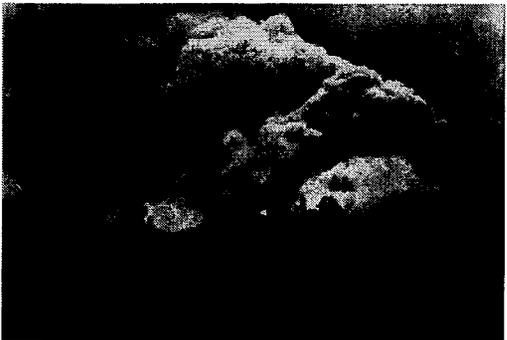
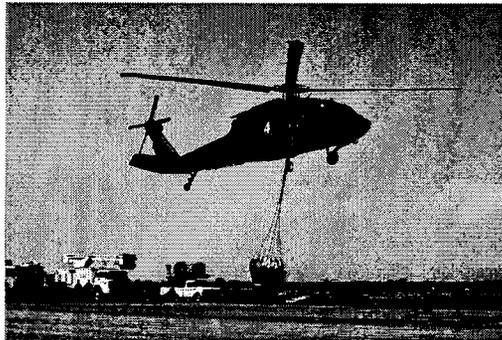
**LARIMER COUNTY  
MULTI-JURISDICTIONAL  
HAZARD MITIGATION PLAN**

**INDEX AND EXECUTIVE SUMMARY**

# Larimer County Multi-Jurisdictional

## Hazard Mitigation Plan

May 2016



# Participants

The following Larimer County Jurisdictions, Special Districts, and Organizations have collaboratively participated in this Hazard Mitigation Planning Process.

## Larimer County

Town of Berthoud  
 Berthoud Fire Protection District  
 Crystal Lakes Fire Protection District  
 Colorado State University (CSU)  
 Town of Estes Park  
 Estes Park Medical Center  
 Estes Valley Fire Protection District  
 Estes Valley Recreation and Park District  
 City of Fort Collins  
 Glacier View Fire Protection District  
 City of Johnstown  
 Livermore Fire Protection District  
 Town of Wellington

City of Loveland  
 Loveland Fire Rescue Authority  
 Northern Colorado Water Conservancy District  
 Pinewood Springs Fire Protection District  
 Platte River Power Authority  
 Poudre Canyon Fire Protection District  
 Poudre Fire Authority  
 Thompson Valley EMS  
 Town of Timnath  
 Town of Windsor  
 Upper Thompson Sanitation District  
 Wellington Fire Protection District  
 Windsor Severance Fire Rescue



PLATTE RIVER  
 POWER AUTHORITY  
 Estes Park • Fort Collins • Longmont • Loveland



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# 1 Certification of Annual Plan Review Meetings

The Larimer County Hazard Mitigation Small Planning Team (HM SPT) has agreed to review the contents of this Hazard Mitigation Plan annually. The following table hereby certifies this review.

2016		
2017		
2018		
2019		
2020		



## 2 Executive Summary

On behalf of all municipalities, county agencies, and Title 32 Special Districts throughout Larimer County, the Larimer Office of Emergency Management is submitting this Larimer County 2016 Multi-Jurisdictional Hazard Mitigation Plan (HMP) for review by the State of Colorado, Division of Homeland Security and Emergency Management, and the Federal Emergency Management Agency. This Plan is the result of the continued effort from stakeholders, partners and districts to complete a document that updates the 2010 Northern Colorado Regional Hazard Mitigation Plan. The updated Plan addresses natural and human-caused hazards throughout Larimer County with the expressed purpose of saving lives and reducing future losses in anticipation of future events.

Larimer’s HMP has been completed with a high degree of public participation. A broad range of public and private stakeholders, including agencies, local businesses, nonprofits, and other interested parties were invited to participate in the development of the 2016 Plan. Twenty-seven different jurisdictions participated in the planning process, including Larimer County, all municipalities within the county, Colorado State University, and multiple Fire, EMS, Sanitation, Park, and Water Districts. Stakeholder involvement was encouraged through staff and planning team invitations to agencies and individuals to actively participate in local planning meetings and to interact with the planning materials and surveys posted on the project website. Public input was sought throughout the planning process by advertising open public meetings through local newspapers, email distribution lists, community bulletins, social media networks, and jurisdictional websites.

The Hazard Identification and Risk Assessment (HIRA) builds on available historical data from past hazard occurrences, establishes detailed profiles for each hazard, and culminates in a hazard risk ranking based on conclusions about the frequency of occurrence, spatial extent, and potential impact of each hazard. FEMA’s HAZUS loss estimation methodology was also used in evaluating known hazard risks by their relative long-term cost in expected damages. In essence, the information generated through the risk assessment serves a critical function as communities seek to determine the most appropriate mitigation actions to pursue and implement — enabling communities to prioritize and focus their efforts on those hazards of greatest concern and those structures or planning areas facing the greatest risk(s). The hazards analyzed in detail in this plan include:

- Biological Hazards / Contagion
- Civil Disturbance
- Earthquake
- Erosion / Deposition
- Fire – Wildland
- Flood – Flash and Riverine
- Hazmat – Fixed and Transport
- Landslide / Rockslide
- Spring / Summer Storms
- Tornado
- Utility Disruption
- Winter Storm (Blizzard, Heavy Snow)

The final, and arguably the most important step in updating the Mitigation Strategy was the creation of new Mitigation Actions. In preparing their Mitigation Actions, the County and each participating jurisdiction considered the 2016 planning goals and their individual hazard risks,

priorities, and capabilities to mitigate identified hazards. The mitigation actions represent the key outcome of the mitigation planning process.

While this plan is being reviewed by the State of Colorado and the Federal Emergency Management Agency, Larimer County jurisdictions will prepare for full adoption of the plan. This will be accomplished with the following actions:

- Larimer County jurisdictions will review and respond to comments provided by the State of Colorado and the Federal Emergency Management Agency.
- Larimer County will make appropriate changes and will recommend the adoption of the Plan.
- All participating jurisdictions, upon receipt of the HMP with incorporated comments and recommendations, will adopt the plan.
- The Board of Commissioners, upon receipt of the Plan with addressed comments and recommendations, and by Resolution, will adopt the plan for Larimer County.

The Larimer Office of Emergency Management, and all participating jurisdictions, hereby submit this Hazard Mitigation Plan for consideration by the State of Colorado and Federal Emergency Management Agency.

**LARIMER COUNTY  
MULTI-JURISDICTIONAL  
HAZARD MITIGATION PLAN**

**TOWN OF JOHNSTOWN ASSESSMENT**

Town of Johnstown

The 2006 Johnstown Vision states that as Johnstown evolves, the community desires to preserve:

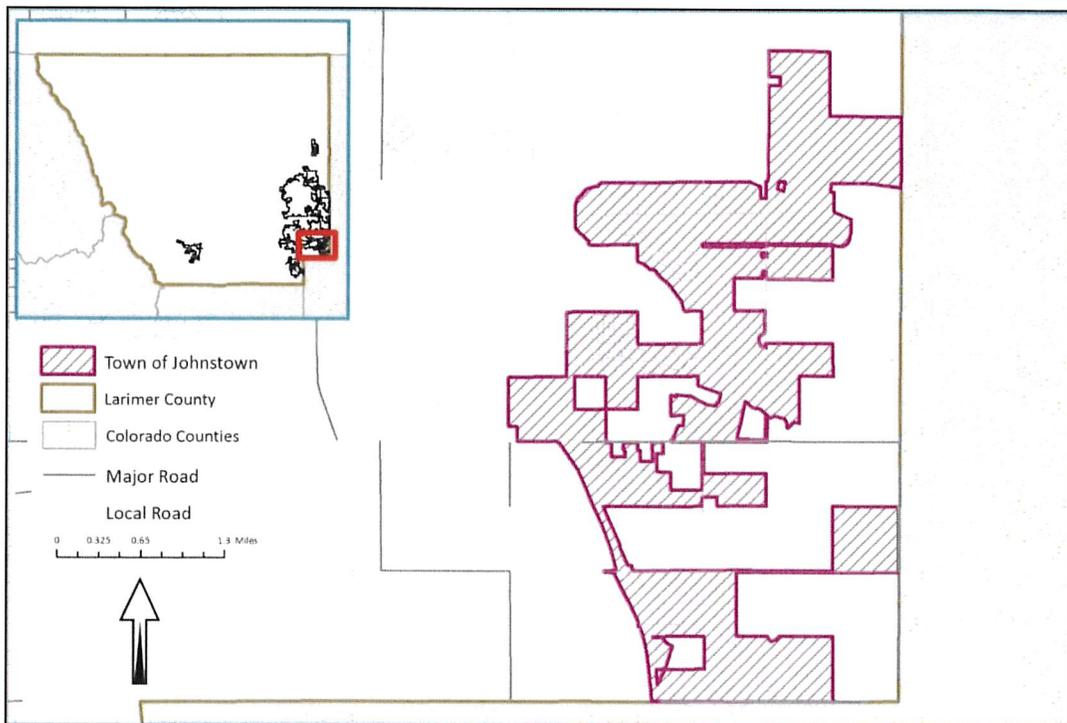
- The qualities of a small town
- Available neighborhoods
- Its open feel, wide streets, parks, agricultural areas, and open space
- The social atmosphere of an inclusive community, and
- The heart of the community – Downtown

This vision “confidently states that the Town of Johnstown will be a community that cherishes its small town roots, its history as a service center for a large agricultural industry and a social center to the area’s farm families. The Vision also looks to the future, by visualizing improvements where families of all sizes and types will live and work. The vision for the community is clear.” – Johnstown Area Comprehensive Plan (2006)

Community Profile

The Town of Johnstown is located in both Larimer and Weld Counties along I-25 approximately 41 miles north of Denver. The town was incorporated in 1907, and in 2010 had an area of approximately 13.52 square miles. Johnstown was built along the Great West Railroad.

The Johnstown community has experienced rapid growth in recent years. The growth presents challenges related to infrastructure, services, and community character. It also represents opportunities, as the fiscal resources of the Town have been increasing as well.



The following table summarizes key demographic and development related characteristics of the Town of Johnstown.

Town of Johnstown Statistics		
	Town of Johnstown	Colorado
Population, 2010	9,887	5,029,196
2000-2010 Population Change, %	61%	14.5%
% Population under 5 years, 2010	9.4%	6.8%
% Population under 19 years, 2010	33.1%	20.3
% Population 65 years and over, 2010	8.7%	10.9%
Language other than English spoken at home, % age 5+, 2009-2013	10.8%	15.9%
Homeownership Rate 2010	83.9%	65.5%
Persons Per Household 2010	2.95	2.57
Persons below poverty level, %, 2013	5.1%	13.2%
Median Household Income, 2013	\$74,752	\$58,433

Hazard Identification and Risk Assessment

The Town of Johnstown is situated in both Larimer and Weld Counties. For the purpose of this plan, spatially analyzed hazard risks have been assessed for the areas of the town that lie specifically within Larimer County.

The following Hazard Identification and Risk Assessment Summary table is based on jurisdiction-specific responses to the risk factor exercise and differs from the risk factor results that were determined at the county scale.

NATURAL HAZARD	PROBABILITY	IMPACT	SPATIAL EXTENT	WARNING TIME	DURATION	RF RATING
Tornado	0.6	0.6	0.4	0.4	0.1	2.10
Winter Storm (Blizzard Conditions, Heavy Snow Accumulation)	0.6	0.3	0.4	0.2	0.2	1.70
Utility Disruption	0.6	0.3	0.2	0.4	0.2	1.70
Spring / Summer Storm (Hail, Thunderstorm, Wind Storm, Lightning)	0.6	0.3	0.4	0.2	0.2	1.70
Flood – Flash and Riverine	0.6	0.3	0.2	0.2	0.3	1.60
Erosion / Deposition	0.6	0.3	0.2	0.1	0.2	1.40
Landslide / Rockslide	0.3	0.3	0.2	0.4	0.1	1.30

Hazmat – Fixed and Transport	0.3	0.3	0.2	0.4	0.1	1.30
Fire – Wildland	0.3	0.3	0.2	0.3	0.2	1.30
Earthquake	0.3	0.3	0.2	0.4	0.1	1.30
Civil Disturbance	0.3	0.3	0.2	0.3	0.1	1.20
Biological Hazards / Contagion	0.3	0.3	0.2	0.1	0.1	1.00
<b>HIGH RISK (2.5 or higher): None</b>						
<b>MODERATE RISK HAZARD (2.0 - 2.4): Tornado</b>						
<b>Low Risk (1.9 and lower): Winter Storm (Blizzard Conditions, Heavy Snow Accumulation); Utility Disruption; Spring / Summer Storm (Hail, Thunderstorm, Wind Storm, Lightning); Flood – Flash and Riverine ; Erosion / Deposition; Landslide / Rockslide; Hazmat – Fixed and Transport; Fire – Wildland; Earthquake; Civil Disturbance; Biological Hazards / Contagion</b>						

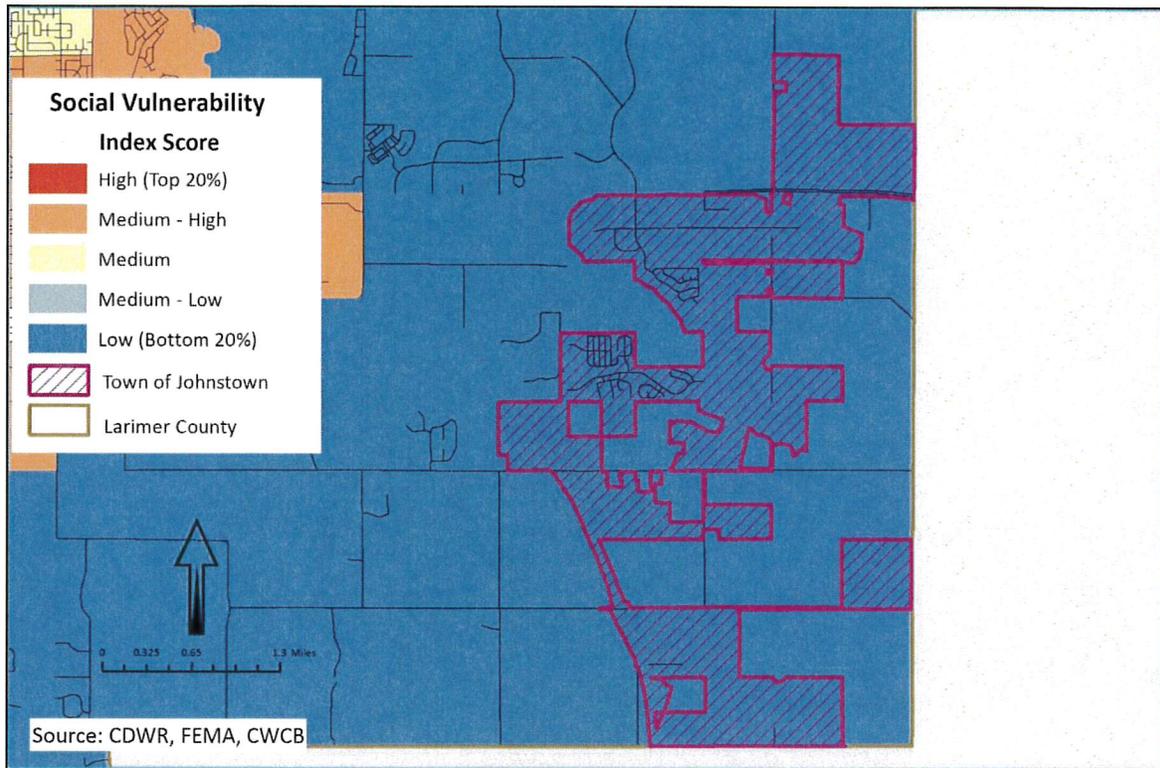


Vulnerability Assessment

This section provides a refined vulnerability assessment, specific for the Town of Johnstown, for those hazards that were identified as being rated HIGH in the preceding section. This analysis was conducted separately from that of the county-wide vulnerability assessment to specifically focus on the population, structures, infrastructure, and other assets unique to the Town of Johnstown.

The results of the social vulnerability assessment are displayed on the map below. On the map, social vulnerability is represented at the census tract level by 5 classes of vulnerability: Low (bottom 20% of the county), Medium-Low, Medium, Medium-High, and High (top 20% of the county). The Town of Johnstown’s social vulnerability map shows social vulnerability within the community.

Social Vulnerability Map – Town of Johnstown<sup>150</sup>



Social vulnerability is represented as the social, economic, demographic, and housing characteristics that influence a community’s ability to respond to, cope with, recover from, and adapt to hazard events. The pre-existing social conditions that contribute to disaster losses can be identified using social vulnerability indicators. Using methods identified in the Social Vulnerability Index (SoVI) developed by Cutter et. al. (2003) this layer shows the social vulnerability index scores for the State of Colorado at the census tract level. Social vulnerability is represented at the Census tract level by five classes of vulnerability: Low, Medium-Low, Medium, Medium-High, and High.

Johnstown is characterized low levels of social vulnerability (bottom 20% in the county). This does not mean, however, that there aren’t any socially vulnerable residents living in the community or that social vulnerability levels will remain the same over time. Close analysis of the individual social vulnerability indicators within the community will give local emergency managers, planners, and stakeholders a clearer picture of which social vulnerability factors threaten the community the most and where social and economic resources should be allocated in order to reduce vulnerability. Over time, the town should continue to monitor their progress as demographic, economic, and housing related conditions change.

<sup>150</sup> Source: Colorado Division of Water Resources Dam Safety Branch, FEMA, Colorado Water Conservation Board (CWCB)

Capabilities Assessment

The capability assessment examines the ability of Johnstown to implement and manage the comprehensive mitigation strategy laid out in this Plan. The strengths, weaknesses, and resources of the community are identified here as a means for evaluating and maintaining effective and appropriate management of the town’s hazard mitigation program.

Local Personnel

The ability of a community to implement a comprehensive mitigation strategy depends, in part, on available resources, including people and staff. The following table outlines the town’s capabilities as they relate to key personnel.

	Full Time	Part Time	None or Not-Identified
Emergency Manager		X	
Floodplain Administrator	X		
Community Planner	X		
GIS Specialist			X
Grant Writer			X

In Johnstown the Police Chief serves as the Emergency Manger as needed during an event.

Land Use Planning and Codes

Local land use plans and building codes are tremendous tools for evaluating local policies related to hazard mitigation and risk reduction. Additionally, comprehensive master plans, capital improvement plans, stormwater plans and zoning ordinances all present opportunities for enhanced local capabilities. The following table outlines the town’s current capabilities as they relate to land use planning and codes.

	Yes (Y); No (N)
A zoning ordinance	Y
A hazard-specific ordinance	N
Local building codes	Y
A Comprehensive Plan / Master Plan	Y
A Capital Improvements Plan	N
A Stormwater Plan	Y
A Continuity of Operations Plan (COOP)	Y
An Emergency Operations Plan (EOP)	Y
A Long-Term Recovery Plan	N
Participates in the NFIP	Y

Building codes are one tool that communities use to enhance public safety. For example, they can increase structural integrity, mitigate structure fires, and provide benefits in relation to natural hazard avoidance.

In Colorado, land use regulations and building codes are typically implemented at the local level. Even without a statewide mandate, most counties and many municipalities have enacted regulations and codes. Johnstown has adopted a local building code requirement, demonstrating their understanding of the benefits codes provide, including reduced exposure to hazards.

Plan Maintenance and Implementation

Johnstown has developed a Plan Maintenance and Implementation Strategy outlining their method and schedule for keeping the plan current. The Implementation Strategy below also includes a discussion of how the town will continue public participation in the plan maintenance process.

Jurisdiction	Plan Maintenance and Implementation Strategy
Town of Johnstown	<p><i>"Annual review of HMP and mitigation actions by Town Council"</i></p> <p><i>"Provision of public information on website"</i></p>

Integrating Hazard Mitigation into Local Planning

Through discussions at planning meetings and the use of an online survey, individual outreach, and phone calls, each participating jurisdiction brainstormed with the planning team to identify processes for integrating hazard mitigation into their local planning mechanisms and policies. The following table lists the specific integration strategy identified by Johnstown based on the mitigation actions listed in this plan.

Jurisdiction	Strategy
Town of Johnstown	<i>"We will maintain our floodplain regulations and update as needed so that they align with the HMP"</i>

Mitigation Action Guides

The following Mitigation Action Guides present Johnstown’s new mitigation actions that were developed for the 2016 Plan.

Town of Johnstown: Community Outreach Project (Johnstown – 1)	
PRIORITY: 1	HAZARDS ADDRESSED: All
LOCATION: Town of Johnstown	GOALS ADDRESSED: 1,4
RECOMMENDATION DATE: 10/23/2015	OBJECTIVES ADDRESSED: A
TARGET COMPLETION DATE: 9/1/2016	
ISSUE: After the 2013 Floods, it became apparent that more outreach is needed to citizens regarding the hazards in our town and surrounding areas and how best to respond.	
RECOMMENDATION: In partnership with Larimer County, we would like to enhance our public outreach program for the Town of Johnstown	
ACTION: We will use existing educational materials as well as develop materials specific to the Town of Johnstown to increase hazard and risk preparedness, response to educate our citizens. Provide additional information using our Town web site and Facebook page as a part of our ongoing social media program.	
LEAD AGENCY: Town of Johnstown	EXPECTED COST: \$5,000



LARIMER COUNTY 2016 MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

SUPPORT AGENCIES: Larimer County OEM	POTENTIAL FUNDING SOURCES: Town general fund, Larimer County outreach materials.
<b>PROGRESS MILESTONES:</b> <ul style="list-style-type: none"> <li>- Partner with Larimer County to distribute educational materials to citizens of the Town.</li> <li>- Create town specific outreach materials and educational programs outlining risks and hazards in the area</li> <li>- Participate in the Larimer Connects Project.</li> </ul>	

Town of Johnstown: NFIP Promotion and Administration (Johnstown – 2)	
PRIORITY: 1	HAZARDS ADDRESSED: Flooding
LOCATION: Big Thompson River	GOALS ADDRESSED: 1
RECOMMENDATION DATE: Ongoing	OBJECTIVES ADDRESSED: C & E
TARGET COMPLETION DATE: Ongoing	
ISSUE: As participants in the NFIP the Community will continue to promote wise use of floodplains through ordinance administration and periodic update, promotion of flood insurance and staff training, including encouragement of Certified Floodplain Manager status.	
RECOMMENDATION: The benefits are to flood-prone building owners who choose to insure against flood losses, and to taxpayers who no longer would be faced with subsidizing those potential losses.	
ACTION: Continued administration of floodplain regulations and updates to town ordinances.	
LEAD AGENCY: Floodplain Management Officials	EXPECTED COST: Can be accomplished within existing budgets
SUPPORT AGENCIES: PW Department	POTENTIAL FUNDING SOURCES: N/A
<b>PROGRESS MILESTONES:</b> Floodplain reviews prior to permitting any development in the floodplain. Floodplain information is posted on the Town of Johnstown web site. Updates to town ordinances with regard to floodplain regulations.	

Letter of Intent to Participate

**LETTER OF INTENT TO PARTICIPATE**  
**Town of Johnstown**

November 16, 2015

Lori R. Hodges  
 Larimer County Emergency Management  
 200 West Oak Street  
 Fort Collins, CO 80526

Re: "Statement of Intent to Participate" as a participating jurisdiction in the Larimer County Multi-Jurisdictional Hazard Mitigation Plan (HMP)

Dear Ms. Hodges,

In accordance with the Federal Emergency Management Agency's (FEMA) Local Hazard Mitigation Plan (HMP) requirements, under 44 CFR §201.6, which specifically identify criteria that allow for multi-jurisdictional mitigation plans, the Town of Johnstown is submitting this letter of intent to confirm that the Town of Johnstown has agreed to participate in the Larimer County Multi-Jurisdictional Hazard Mitigation Planning effort.

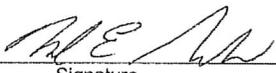
Further, as a condition to participating in the mitigation planning, the Town of Johnstown agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to Larimer County OEM to complete the plan in conformance with FEMA requirements.

The Town of Johnstown understands that it must engage in the following planning process, as more fully described in FEMA's *Local Mitigation Planning Handbook* dated March 2013 including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.);
- Documentation of an effective process to maintain and implement the plan;
- Formal adoption of the Multi-Jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by an agreement between the Lead Jurisdiction and the Participating Jurisdiction, I, Mark Romanowski, commit the Town of Johnstown to the Larimer County Multi-Jurisdictional Hazard Mitigation Planning effort.

Executed this 16th day of November, 2015

  
 \_\_\_\_\_ ]  
 Signature



**AGENDA ITEM 9C**

**WATER/SEWER  
SERVICE AGREEMENT  
(Spanos Corporation)  
(Gateway II Apartments at 2534)**

## TOWN COUNCIL AGENDA COMMUNICATION

---

**AGENDA DATE:** October 17, 2016

**ITEM NUMBER:** 9C

**SUBJECT:** Consider Water and Sewer Service Agreement for Gateway II Apartments at 2534

**ACTION PROPOSED:** Consider Approval of Water and Sewer Service Agreement for Gateway II Apartments at 2534

**PRESENTED BY:** Town Attorney

---

**AGENDA ITEM DESCRIPTION:** In compliance with the Town's water rights dedication ordinance, the Developer, The Spanos Corporation submitted to the Town a Water and Sewer Demand Analysis on or about July 2016, 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 multi-family residential with clubhouse and pool, the average water demand for Gateway II Apartments at 2534 with 8.52± acres is calculated to be 69.85 acre-feet per year. Landscaping (raw water) irrigation is provided by the Thompson Crossing Metropolitan District.

The agreement is contingent upon Spanos Corporation purchasing the property and conveying the water shares to the Town.

The water requirement for this filing is 69.85 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:**

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

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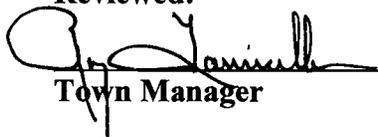
**SUGGESTED MOTIONS:**

**For Approval:** I move to approve the Water and Sewer Service Agreement for Gateway II Apartments at 2534 and authorize the Mayor to sign the agreement.

**For Denial:** I move to deny approval of the Water and Sewer Service Agreement for Gateway II Apartments at 2534

---

**Reviewed:**

  
Town Manager

# **AGREEMENT**

## WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **THE SPANOS CORPORATION** ("Developer") a California corporation and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, ("Town"), collectively sometimes referred to as the "Parties".

### WITNESSETH:

WHEREAS, the Developer is under contract to purchase real property described as Lot 2 of 2534 Filing No. 16, according to the plat thereof recorded March 30, 2016 under Reception No. 20160019186, Johnstown, County of Larimer, State of Colorado, (the "Subject Property"); and

WHEREAS, the Subject Property has been annexed to the Town and was the subject of an Annexation Agreement dated December 17, 2000; and

WHEREAS, the Subject Property is being developed as an apartment complex known as the Gateway II Apartments at 2534 ("Project"), the location of which is more particularly described in **Exhibit A**; and

WHEREAS, on April 18, 2016 the Town Council of the Town of Johnstown adopted Resolution No. 2016-02 which approved an amendment to the 2534 Design Guidelines to allow the Project to be developed on the Subject Property; and

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

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

1. **Water and Sewer Demand Studies.** In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, ("Ordinance"), Developer has submitted to the Town a water demand analysis dated September 27, 2016 which is on file with the Town and is hereby accepted by the Town, (the "Water Analysis"). Thompson Ranch Development Company submitted a sewer capacity analysis prepared by Galloway & Company dated February 24, 2016 (the "Sewer Analysis"). The Sewer Analysis is on file with the Town and is hereby accepted by the Town. The Town agrees that the existing sanitary sewer system has adequate capacity to serve the Project. The Water Analysis indicates that the water dedication set forth in paragraph 2 will meet the estimated potable and non-potable water supply demand for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Apartments	68.44	3.422
Pool and Spa	0.29	0.067
Clubhouse/Common Use Facility	1.12	0.056
Landscape Irrigation (non-potable)	5.52	4.692
Total	75.37	8.237

**2. Water Rights Dedication.**

**a. Potable Supply.** As a result of prior dedications associated with the 2534 Development, there is currently a surplus dedication credit with the Town of approximately 113.52 acre-feet per year of potable water. The Parties and the Gerrard Family Limited Partnership, LLLP and Thompson Ranch, LLLP have agreed that a portion of this credit shall be applied to meet the potable water demands of the Project.

**b. Non-Potable Supply.** As a result of prior dedications associated with the 2534 Development, there is currently a surplus dedication credit with the Town of approximately 218.65 acre-feet per year of non-potable water under shares from the Farmers Canal. The Parties and the Gerrard Family Limited Partnership, LLLP and Thompson Ranch, LLLP have agreed that a portion of this credit shall be applied to meet the non-potable water demands of the Project.

**c. Raw Water Credit Allocation Acknowledgement.** Attached hereto as **Exhibit B** is a Raw Water Credit Allocation Acknowledgement, which will evidence that Gerrard Family Limited Partnership, LLLP and Thompson Ranch, LLLP agree that the surplus potable and non-potable water dedication credits shall be used to meet the potable water demands of the Project (the "Water Credit Allocation Acknowledgement").

**3. Surplus dedication credit.**

**a. Potable.** The use of the prior surplus dedication credit of approximately 113.52 acre-feet per year of potable water will leave additional credit in the potable portion of the 2534 Water Bank. The potable portion of the Water Bank will have a surplus dedication credit with the Town of approximately 43.67 acre-feet per year of potable water. The credit is calculated as follows:

Prior Surplus Dedication Credit (Potable):	113.52 acre-feet
LESS Estimated demand:	69.85 acre-feet
Net current surplus credit:	<b>43.67 acre-feet</b>

Upon notice and written approval of the Town, said credit may be utilized to offset increased demands, if any, which are not currently projected, subject to approval by the Town in subsequent agreement(s) in accordance with the requirements of the applicable Town's Ordinance and approval of the Gerrard Family Limited Partnership, LLLP and Thompson Ranch, LLLP.

~~b. **Non-Potable.** The use of the prior surplus dedication credit of approximately 218.65 acre-feet per year of non-potable water will leave additional credit in the 2534 non-potable portion of the Water Bank. The non-potable portion of the Water Bank will have a surplus dedication credit with the Town of approximately 213.13 acre-feet per year of potable water. The credit is calculated as follows:~~

Prior Surplus Dedication Credit (Potable):	218.65 acre-feet
LESS Estimated demand:	5.52 acre-feet
Net current surplus credit:	<b>213.13 acre-feet</b>

Upon notice and written approval of the Town, said credit may be utilized to offset increased demands, if any, which are not currently projected, subject to approval by the Town in subsequent agreement(s) in accordance with the requirements of the applicable Town's Ordinance and approval of the Gerrard Family Limited Partnership, LLLP and Thompson Ranch, LLLP.

**4. Commitment to serve water and sewer.** The Town commits to provide to the Subject Property water service up to 69.85 acre-feet per year of potable water supply together with the corresponding sewer service and up to 5.52 acre-feet per year non-potable water supply for landscape irrigation upon receipt of the signed Water Credit Allocation Acknowledgement.

**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 payment if necessary based on actual water usage. If an additional water rights dedication and/or cash-in-lieu payment is required, this Agreement will be amended to detail the increased acre-feet per year of water supply that is dedicated to the Subject Property as a result of such dedication and/or cash-in-lieu payment. If such additional dedication and/or cash-in-lieu payment is required, the Town agrees that it shall not discontinue water or sewer service for a reasonable period of time, not to exceed six (6) months, to allow Developer to make such dedication or payment. If additional dedication of water is required, Developer will be subject to additional Water Court Transfer fees per the then existing Town Ordinance.

**6. Payment of Water Court Transfer fees.** The Water Court transfer fee for both the potable water supply and non-potable water supply was previously paid to the Town as part

of the 2534 Water Bank. Developer is not required to pay any water court fees related to this Agreement.

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

**TO DEVELOPER:**

The Spanos Corporation  
ATTN: Peter J Rossick  
300 S. Jackson Street, Suite 210  
Denver, CO 80209

**TO THE TOWN:**

Town of Johnstown  
c/o Town Clerk  
450 S. Parish Ave.  
Johnstown, CO 80534

**WITH A COPY TO:**

Jerri L Jenkins  
Foster Graham Milstein & Calisher, LLP  
360 S. Garfield St. #600  
Denver, CO 80209

**WITH A COPY TO  
THE TOWN ATTORNEYS**

Avi Rocklin, Esq.  
Law Office of Avi Rocklin, LLC  
Johnstown Town Attorney  
19 Old Town Square, Suite 238  
Fort Collins, CO 80524

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

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

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

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

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

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

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

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

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

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

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

**17. Condition Precedent.** The obligations of Developer herein are conditioned upon Developer's acquisition of fee title to the Subject Property and payment to the Gerrard Family Limited Partnership, LLLP and Thompson Ranch, LLLP for the use of the water from the 2534 Water Bank, which shall be evidenced by an executed Water Credit Allocation Acknowledgement. If those conditions are not satisfied by April 30, 2017, this agreement will terminate and become null and void as to both Parties' obligations. Developer shall have the burden of notifying the Town that the conditions are satisfied and providing the executed Water Credit Allocation Acknowledgement to the Town and agrees that such notification must be provided to the Town prior to the Town's issuance of a building permit for the Subject Property.

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



**EXHIBIT B**

**RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT**

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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, LLLP 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 Gateway II Apartments at 2534, and any successor occupant of the premises at the same location, pursuant to a Water and Sewer Service Agreement to be executed between The Spanos Corporation and the Town of Johnstown. The amount of such allocated raw water credit is calculated to be 69.85 acre-feet per year for In-Building Use and 5.52 acre-feet per year for Irrigation Use, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement.

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

GERRARD FAMILY LIMITED PARTNERSHIP, LLLP

\_\_\_\_\_  
Nathan Gerrard, Managing Partner  
Gerrard Family Limited Partnership, LLLP

Dated: \_\_\_\_\_

THOMPSON RANCH, LLLP

\_\_\_\_\_  
Todd Williams, Vice President  
Thompson Ranch, LLLP

Dated: \_\_\_\_\_

