

TOWN COUNCIL

MEETING

PACKET

August 3, 2015



Agenda
Monday, August 3, 2015
Town Hall, Council Chambers
450 So. Parish Avenue
7:00 PM



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

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

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

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

- 6) **CONSENT AGENDA**
 - A) Town Council Meeting Minutes – July 20, 2015
 - 7) **STAFF REPORTS**
 - 8) **OLD BUSINESS**
 - 9) **NEW BUSINESS**
 - A) Consider Hotel Restaurant Liquor License Renewal for Bonefish Grill #6604
 - B) Consider Resolution No. 2015-10, Referring a Ballot Issue Concerning the Establishment of a Lodging Tax to the Electors at the November 3, 2015 Coordinated Election
 - C) Consider Agreement with Great Western Railroad of Colorado, L.L.C. for a Public Road Crossing License on South Parish Avenue
 - D) *Public Hearing – Use by Special Review for Oil and Gas Exploration on Riverbend Estates PUD by PDC Energy
 - 10) **COUNCIL REPORTS AND COMMENTS**
 - 11) **MAYOR'S COMMENTS**
 - 12) **ADJOURN**
-

WORKSESSION

- 1) Discussion of Service Plan for Johnstown Plaza Metropolitan District



NOTICE OF ACCOMODATION

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

AGENDA ITEM 6A

CONSENT

AGENDA

- **Council Minutes – July 20, 2015**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: August 3, 2015

ITEM NUMBER: 6A

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

A) Town Council Minutes - July 20, 2015

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

FINANCIAL ADVICE: N/A

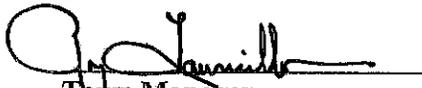
RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

For Denial:

Reviewed:


Town Manager

**COUNCIL
MINUTES**

The Town Council of the Town of Johnstown met on Monday, July 20, 2015 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Romanowski led the Pledge of Allegiance.

Roll Call:

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

Those absent were: Councilmember Berg

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

Agenda Approval

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

Consent Agenda

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

- July 6 - Town Council Meeting Minutes
- Payment of Bills
- June Financial Statements
- Resolution No. 2015-09 (Use by Special Review for Oil/Gas Exploration) (Miracle on 34 PUD – Kerr McGee)

Motion carried with a unanimous vote.

New Business

A. Consider Non-binding Memorandum of Understanding between the Town of Johnstown and JP, LLC – JP, LLC is under contract to purchase approximately 79 acres of property located within the boundaries of the Town at the southeast corner of I-25 and Highway 34 and is in the current Thompson Crossing Metropolitan District No. 2. JP, LLC (Developer) intends to construct a retail shopping center and exclude the property from the existing metro district and form a new metropolitan district, to issue the New Public Debt. To obtain revenue for payment of the New Public Debt, Developer requests the Town provide a 2% credit from the Town's existing 3% sales tax to be pledged to payment of the New Public Debt, and that the Town approve the imposition of an additional fee on all taxable retail sales in the amount of 2.5% to be pledged to the payment of the New Public Debt. To provide Developer with assurance of the Town's intentions and allow Developer to move forward with the Project, Developer has requested that the Town execute this non-binding memorandum of understanding. A binding agreement will be presented to Town Council later this year. Councilmember Mellon made a motion seconded by Councilmember Lebsack to approve the Non-binding Memorandum of

Understanding between the Town of Johnstown and JP, LLC and authorize the Mayor to sign it. Motion carried with a unanimous vote.

B. Consider Professional Services Agreement for a Water Rate Study – NOCO Engineering Company – The Town solicited proposals from 3 engineering consultants for professional services to conduct an update to the Town's 2011 water rate study. The study is necessary to determine appropriate rate structures/fees for the Town's water utility. Councilmember James made a motion seconded by Councilmember Molinar Jr. to approve the professional services agreement for a Water Rate Study with NOCO Engineering Company in a total amount not to exceed \$15,000 and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 7:44 p.m.

Mayor

Town Clerk/Treasurer

AGENDA ITEM 9A

**HOTEL/RESTAURANT
LIQUOR LICENSE
RENEWAL
(Bonefish Grill #6604)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: August 3, 2015

ITEM NUMBER: 9A

SUBJECT: Consider Hotel and Restaurant Liquor License Renewal - Bonefish Grill #6604

ACTION PROPOSED: Approve Hotel and Restaurant Liquor License Renewal

PRESENTED BY: Town Clerk, Police Chief

AGENDA ITEM DESCRIPTION: Mr. Joseph J. Kadow, Executive Vice President and Secretary of the Bonefish OSI Restaurant LLC, has submitted a renewal application to the Town Clerk for a Hotel and Restaurant Liquor License (malt, vinous and spirituous) for the Bonefish Grill #6604 located at 4920 Thompson Parkway, Johnstown. The required fees have been submitted to the Town. According to the Johnstown Police Department, the establishment has cooperated with law enforcement officials and there have been no violations of the liquor code during the last licensing period.

Bonefish Grill #6604 has also submitted an application for a change of operating manager. The new manager is listed as Mr. Andrew Cowan.

The Town Council acts as the Local Licensing Authority and is responsible for reviewing and issuing liquor licenses.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

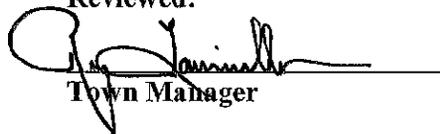
RECOMMENDED ACTION: Approve the hotel and restaurant liquor license renewal.

SUGGESTED MOTIONS:

For Approval: I move to approve the hotel and restaurant liquor license renewal for the Bonefish Grill #6604.

For Denial: I move to deny approval of the hotel and restaurant liquor license renewal for the Bonefish Grill #6604.

Reviewed:


Town Manager

**RENEWAL
APPLICATION**

RECEIVED MAY 11 2015

BFG 6604

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

BONEFISH GRILL #6604
 2202 N WEST SHORE BLVD 5TH FLOOR
 TAMPA FL 33607

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

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 BONEFISH GRILL LLC		DBA BONEFISH GRILL #6604		
Liquor License # 42925140002	License Type Hotel & Restaurant (city)	Sales Tax License # 42925140002	Expiration Date 8/29/2015	Due Date 7/15/2015
Street Address 4920 THOMPSON PKWY JOHNSTOWN CO 80534-6425				Phone Number (813) 282 1225
Mailing Address 2202 N WEST SHORE BLVD 5TH FLOOR TAMPA FL 33607				
Operating Manager Andrew Cowan	Date of Birth 2.11.1973	Home Address 10484 Downing St., Northglenn, CO 80233		Phone Number 970.663.3474

- 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 7.31.2022
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO See Attached
- 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 See Attached
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

AFFIRMATION & CONSENT

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

Type or Print Name of Applicant/Authorized Agent of Business Joseph J. Kadow	Title Exec. VP Secretary
Signature 	Date 7.20.15

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

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

Local Licensing Authority For	Date
Signature	Title
	Attest

Code	Concept	Name	Address 1	City	County	State	Zip	Phone 1
6601	Bonefish Grill	Westminster, CO	10438 Towncenter Drive	Westminster	Broomfield	CO	80021	(303) 423-3474
6602	Bonefish Grill	SW Denver, CO	8100 West Crestline Avenue, Unit F	Denver	Arapahoe	CO	80123	(303) 948-3474
6604	Bonefish Grill	Loveland, CO	4920 Thompson Parkway	Johnstown	Weld	CO	80534	(970) 663-3474
6603	Bonefish Grill	Denver Tech Center, CO	4948 South Yosemite Street	Greenwood Village	Arapahoe	CO	80111	(303) 741-3474
6605	Bonefish Grill	Colorado Springs, CO	5102 North Nevada Avenue	Colorado Springs	El Paso	CO	80907	(719) 598-0826
6606	Bonefish Grill	Denver, CO	14770 West Colfax Avenue	Lakewood	Jefferson	CO	80401	(303) 279-6078
0601	Carrabba's Italian Grill	Westminster, CO	7401 West 92nd Avenue	Westminster	Broomfield	CO	80021	(303) 940-5620
0602	Carrabba's Italian Grill	Colorado Springs, CO	2815 Geyser Drive	Colorado Springs	El Paso	CO	80906	(719) 527-1126
0605	Carrabba's Italian Grill	Fort Collins, CO	1212 Oakridge Drive	Fort Collins	Larimer	CO	80525	(970) 225-6800
0606	Carrabba's Italian Grill	Aurora, CO	2088 South Abilene Street	Aurora	Arapahoe	CO	80014	(303) 338-8600
0607	Carrabba's Italian Grill	North Colorado Springs, CO	7120 Campus Drive	Colorado Springs	El Paso	CO	80920	(719) 264-0401
0608	Carrabba's Italian Grill	Louisville, CO	575 South McCaslin Boulevard	Louisville	Boulder	CO	80027	(303) 926-4411
5605	Carrabba's Italian Grill	Denver, CO	14760 West Colfax Avenue	Lakewood	Jefferson	CO	80401	(303) 279-6151
1601	Fleming's	Denver, CO	191 Inverness Drive West	Englewood	Arapahoe	CO	80112	(303) 768-0827
0610	Outback Steakhouse	Denver/Littleton, CO	8601 West Cross Drive	Littleton	Arapahoe	CO	80123	(303) 932-0315
0611	Outback Steakhouse	Westminster, CO	9329 North Sheridan Boulevard	Westminster	Jefferson	CO	80030	(303) 427-2714
0612	Outback Steakhouse	Colorado Springs, CO	7065 Commerce Center Drive	Colorado Springs	El Paso	CO	80919	(719) 590-6283
0613	Outback Steakhouse	Ft. Collins, CO	807 East Harmony Road	Fort Collins	Larimer	CO	80525	(970) 229-0889
0614	Outback Steakhouse	Highlands Ranch, CO	15 West Springer Drive	Highlands Ranch	Douglas	CO	80129-2315	(303) 791-1500
0615	Outback Steakhouse	Thornton, CO	497 East 120th Avenue	Thornton	Adams	CO	80233-5706	(303) 450-4111
0616	Outback Steakhouse	Louisville, CO	988 Dillon Road	Louisville	Boulder	CO	80027	(303) 661-9855
0617	Outback Steakhouse	Colorado Springs II, CO	2825 Geyser Drive	Colorado Springs	El Paso	CO	80906	(719) 527-8745
0618	Outback Steakhouse	Englewood, CO	10443 East Costilla Avenue	Englewood	Arapahoe	CO	80112	(303) 792-2903
0619	Outback Steakhouse	Aurora, CO	2066 South Abilene Street	Aurora	Arapahoe	CO	80014	(303) 695-9600
0620	Outback Steakhouse	Denver West, CO	14295 West Colfax Avenue	Golden	Jefferson	CO	80401	(303) 216-2460
0621	Outback Steakhouse	Grand Junction, CO	2432 Highway 6 & 50	Grand Junction	Mesa	CO	81505	(970) 257-7550
0622	Outback Steakhouse	East Colorado Springs, CO	2895 New Center Pointe	Colorado Springs	El Paso	CO	80922	(719) 638-7650
0624	Outback Steakhouse	Denver/Gateway, CO	16301 East 40th Avenue	Denver	Denver	CO	80239	(303) 576-6633
0626	Outback Steakhouse	Castle Rock, CO	4687 Milestone Lane	Castle Rock	Douglas	CO	80104	(303) 814-0099
0628	Outback Steakhouse	Longmont, CO	1315 Dry Creek Drive	Longmont	Boulder	CO	80503	(303) 684-8149

Bloomin Brands, Inc.
Liquor License Violations

Concept	Store No.	City/State	Violation Date	Licensee	Description of Violation	Agency	Fine/Suspension
Bonefish Grill	7901	Baton Rouge, LA	5/8/2014	Bonefish Grill, LLC	ATC conducted a compliance check and observed employee Lavef Morshedi serving a 17 a Bid Light beer. La. R.S. 26:90A(1)(a) / 26:286A(1)(a) - Sell/Serve Alcoholic Beverage(s) To Persons Under 21 - No person shall sell or serve alcoholic beverages in a retail establishment to any person under the age of twenty-one years unless lawful identification that seems correct and authentic on its face establishing the age of the person as twenty-one years of age or older is submitted.	State of Louisiana, Department of Revenue, Office of Alcohol and Tobacco Control	\$1,000.00
Outback Steakhouse	2810	Omaha, NE	5/9/2014	OSF Nebraska, Inc	Violation of Nebraska Stat. Sec. 53-180 and or 237-LCC6-019-01A - permit the selling, dispensing or giving away of alcoholic liquor, to or for an individual being less than 21 years of age.	Nebraska Liquor Control Commission	\$500.00
Outback Steakhouse	2145	Hyattsville, MD	5/16/2014	Prince George's County Outback, Inc.	Sales of Alcoholic Beverages (liquor) before noon on Sunday.	Prince George's County Board of License Commissioners (Liquor Board)	N/A
Outback Steakhouse	1271	Prattville, AL	5/22/2014	Outback Steakhouse of Florida, LLC	Minor Furnished alcohol 20-X-6.09(1)(e) 28-3A-25(a)(3)	State of Alabama Alcoholic Beverage Control Board	\$750.00
Outback Steakhouse	4327	Sevierville, TN	5/27/2014	Outback Steakhouse of Florida, LLC	L14: Failure to Cooperate L26: Failure to Register All Management	Tennessee Alcoholic Beverage Commission	Dismissed
Outback Steakhouse	2149	Salisbury, MD	5/28/2014	Outback Steakhouse of Salisbury, inc	No employees with TIPS training at restaurant at time of liquor board inspection.	Wicomico County Board of License Commissioners	\$265.00
Outback Steakhouse	2149	Salisbury, MD	5/28/2014	Outback Steakhouse of Salisbury, Inc.	Violation of Article 28, Section 13-101(c)(2)(iii)(2) of the Annotated Code of Maryland, Specifically, A Person MUST be certified in an alcohol Awareness Program - must be present during the hours in which alcohol may be sold, on May 28, 2014 at approximately 3:50 PM.	Wicomico County Board of License Commissioners	\$265.00
Outback Steakhouse	2153	Prince Frederick, MD	5/2/2014	Outback of Calvert County, Inc	No person on site with a valid alcohol awareness certification.	Calvert County	\$100.00
Outback Steakhouse	4301	Memphis, TN	5/4/2014	Outback Steakhouse of Florida, LLC	TCA857-4-203(b)(1)(A) or (B) sale of alcoholic Beverage/Beer to a minor	Tennessee Alcoholic Beverage Commission	\$1,500.00
Outback Steakhouse	2135	Bowie, MD	5/9/2014	Outback Steakhouse of Bowie, Inc.	R.R. NO 40 Hours and Day's of sale for "On Sale Licenses". The store was caught serving alcohol before noon on Sunday.	Prince George's County Board of License Commissioners (Liquor Board)	\$500.00

Outback Steakhouse	4326	Oak Ridge, TN	6/9/2014	Outback Steakhouse of Florida, LLC	Violation of TCA§57-4-203(b)(1)(A) or (B) Sale of Alcoholic beverage/beer to a minor	Tennessee Alcoholic Beverage Commission	\$1,500.00
Outback Steakhouse	717	Enfield, CT	6/14/2014	Outback Steakhouse of Florida, LLC	Sec. 30-86(b) of the Connecticut General Statutes Sale to minor Sec. 30-90 of the Connecticut General Statutes Minor in barroom	State of Connecticut, Department of Consumer Protection Liquor Control Division	\$500.00
Outback Steakhouse	1515	Terre Haute, IN	6/19/2014	Outback Steakhouse of Florida, LLC	7.1.5.7.8 - Furnishing alcohol to a minor; 905.1.12.1.2 Employee permits (exam and display by employer); 7.1.5.6.3 employee permit (acting w/out a permit)	Indiana Alcoholic and Tobacco Commission	\$550.00
Outback Steakhouse	1914	Covington, LA	6/21/2014	Outback Steakhouse of Florida, LLC	Violation of La. R.S. 26:286A(1) Sell/Serve alcohol to a person under 21. Violation of LAC 55:505A(3) Vendor shall require attendance within 45 days of employment	Louisiana Alcohol & Tobacco Control	\$1,005.00
Outback Steakhouse	4762	Lynchburg, VA	6/23/2014	Outback Steakhouse of Florida, LLC	Violation of Section 4.1-304A and 4.1-2251.b - Sold alcoholic beverage to a person who the licensee knew or had reason at the time to believe was less than twenty one years of age.	Virginia Department of Alcoholic Beverage Control	\$2,000.00
Outback Steakhouse	4324	Lebanon, TN	7/17/2014	Outback Steakhouse of Florida, LLC	Violation of TCA 57-4-203(b)(1)(A) or (B) Sale of alcoholic beverage/Beer to a minor	Tennessee Alcoholic Beverage Commission	\$1,500.00
Outback Steakhouse	1454	Bloomington, IL	7/22/2014	Outback Steakhouse of Florida, LLC	Violations: Not having current state liquor license displayed; Contaminated liquor; Tap cleaning record not kept; Received something of value	Illinois Liquor Control Commission	\$750.00
Outback Steakhouse	2811	Omaha, NE	7/27/2014	OSF Nebraska, Inc	Violation of Stat Sec. 53-180 and/or 237-LCC6-019.01A permitting the selling dispensing of giving away of alcoholic liquor to or for an individual being less than 21 years of age.	Nebraska Liquor Control Commission	\$2,000.00
Outback Steakhouse	4960	Bridgeport, WV	7/31/2014	Outback Steakhouse of West Virginia, Inc.	175-2-4.2 Age of Purchase of alcoholic beverages	State of West Virginia Dept of Revenue Alcohol Beverage Control Administration	N/A
Outback Steakhouse	4121	Hilton Head Island, SC	8/7/2014	Outback Steakhouse of Florida, LLC	Violation of regulation 7-200.4 permitting purchase of beer by person under 21	South Carolina Alcohol Beverage Licensing Section	\$400.00
Outback Steakhouse	4350	Cleveland, TN	8/14/2014	Outback Steakhouse of Florida, LLC	Violation of TCA§57-4-203(b)(1)(A) or (B) Sale of Alcoholic beverage/beer to a minor	Tennessee Alcoholic Beverage Commission	\$1,500.00
Outback Steakhouse	1901	Baton Rouge, LA	9/25/2014	Outback Steakhouse of Florida, LLC	LA RS 26:286A(1) sell or serve alcohol to a person under 21 years of age LAC 55:505A(3) shall require attendance within 45 days to all servers to attend an approved server training course once employed	Louisiana Alcohol & Tobacco Control	\$1,505.00
Outback Steakhouse	1452	Champaign, IL	9/30/2014	Outback Steakhouse of Florida, LLC	Section 5-44 Sale of delivery of alcohol to a minor	Champaign Police Department	
Outback Steakhouse	3950	South Hills Upper St. Clair, PA	10/6/2014	Outback Steakhouse of Florida, LLC	Violation of Section 493(1) served alcoholic beverage to a person under 21 years of age	Pennsylvania Liquor Control Board	\$1,250.00
Outback Steakhouse	1414	Naperville, IL	10/9/2014	Outback Steakhouse of Florida, LLC	Shot glasses less than one ounce 5/6-25 Contaminated liquor found 100.150(c)	Illinois Liquor Control Commission	N/A

Outback Steakhouse	2146	Hagerstown, MD	11/5/2014	Hagerstown Outback, Inc.	Sale To Minor and Intoxicated Persons Prohibited (Article 28 - Section 12-108) (a) (1) A licensee licensed under this article, or any employee of the licensee, may not sell or furnish any alcoholic beverages at any time to a person under 21 years of age. (i) For the underage person's own use of for the use of any other persons	Board of License Commissioners for Washington County	\$1,500.00
Bonefish Grill	7405	Orland Park, IL	11/7/2014	Bonefish Grill, LLC	Violation of 100-160e Premix drinks not destroyed.	Illinois Liquor Control Commission	\$250.00
Outback Steakhouse	3917	Lancaster, PA	11/10/2014	Outback Steakhouse of Florida, LLC	During the period October 23 through November 14, 2014, you, by your servants, agents or employees, failed to have your Board-approved manager complete RAMP training within 180 days of the Board's approval of the appointment, in violation of Section 471. (kg) of the Liquor Code, 47 P.S. §4-471. (lg).	Pennsylvania Liquor Control Board	
Bonefish Grill	0754	Williamsburg, VA	11/14/2014	Bonefish/Southern Virginia, L.P.	Violation of Sections 4.1-304 and 4.1-2251.b. of the Code of Virginia and 3 VAC 5-50-10 and 3 VAC 5-50-20 Sale of alcoholic beverage to a person who they knew or had to reason to believe they were less than 21 years of age.	Virginia Department of Alcoholic Beverage Control	\$2,000.00
Carrabba's Italian Grill	9304	Chattanooga, TN	11/19/2014	Carrabba's Italian Grill, LLC	No server permits for Ali Riehl, Zachary Franks, Anne Laurel, and Catherine Hilliard.	Tennessee Alcoholic Beverage Commission	\$600.00
Carrabba's Italian Grill	9304	Chattanooga, TN	11/19/2014	Carrabba's Italian Grill, LLC	TABC Agents conducted an underage compliance check - despite having checked the minor's ID, Tyler Savers served minor a Bud Light Draft Beer.	Tennessee Alcoholic Beverage Commission	\$1,500.00
Outback Steakhouse	3951	McCandless, PA	12/8/2014	Outback Steakhouse of Florida, LLC	Failed to notify Board within fifteen (15) days of a change of manager, in violation of Section 5.23 of Liquor Control Board Regulation, 40 Pa. Code 5.23(c)	Pennsylvania Liquor Control Board	\$150.00
Outback Steakhouse	4301	Memphis, TN	12/12/2014	Outback Steakhouse of Florida, LLC	TCA§57-4-203(b)(1)(A) or (B) sale of alcoholic beverage/Beer to a minor	Tennessee Alcoholic Beverage Commission	15 days
Outback Steakhouse	4313	Madison, TN	12/12/2014	Outback Steakhouse of Florida, LLC	TCA§57-4-203(b)(1)(A) or (B) sale of alcoholic beverage/Beer to a minor	Tennessee Alcoholic Beverage Commission	\$1,500.00
Outback Steakhouse	1518	Lafayette, IN	1/21/2015	Outback Steakhouse of Florida, LLC	Excise Police and found 19 employees licenses had expired. Store has no prior violations and the only reason Excise looked at us was the anonymous complaint sent in Jan.	Indiana Alcoholic and Tobacco Commission	
Carrabba's Italian Grill	6902	Shreveport, LA	1/22/2015	Carrabba's Italian Grill, LLC	LAC 55:505A(3) - Vendor Shall Require Attendance Within 45 Days (1st Offense) - The vendor shall require all "servers" and "security personnel" to attend an approved server or security training course within 45 days of the first day of employment.	Louisiana Alcohol & Tobacco Control	\$250.00
Outback Steakhouse	2615	Cape Girardeau, MO	2/12/2015	Outback Steakhouse of Florida, LLC	Sale of liquor to a minor on or about February 12, 2015 in violation of Ordinance Section 5-4.	City of Cape Girardeau	N/A
Bonefish Grill	806	Knoxville	3/17/2015	Bonefish Grill, LLC	TCA§57-4-203(b)(1)(A) or (B) sale of alcoholic beverage/Beer to a minor	Tennessee Alcoholic Beverage Commission Knoxville, Police Departmente / Beer Board	\$1,500.00

Outback Steakhouse	4343	Madison, TN	3/24/2015	Outback Steakhouse of Florida, LLC	Failure to have LBD Permit posted and no server permit for Jonathan Gentry that was hired 12/14/14	Tennessee Alcoholic Beverage Commission	\$350.00
Outback Steakhouse	3335	Staten Island, NY	4/7/2015	Outback Steakhouse	Operating a Rangehood system without valid Fire Dept. permit. Failed to provide valid records on premises indicating that range hood was serviced quarterly by licensed company.	City of New York - Fire Department	\$204.18
Outback Steakhouse	3335	Staten Island, NY	4/7/2015	Outback Steakhouse	5 Health Violations received during inspection on Docket # 0508715FO, Hearing Date: 4/07/2015, Penalty: \$1120.00 to be paid immediately.	City of New York - Health Department	\$2,300.00
Outback Steakhouse	3331	Brooklyn, NY	4/10/2015	Outback Restaurant Partners	Need access to inspect, install, repair and/or the water meter(s) and /or service line(s).	New York City Environmental Protection	\$250.00
Carrabba's Italian Grill	8909	Harrisburg, PA	4/13/2015	Carrabba's Italian Grill	(1) Food Safety Violations; (2) Required Corrective Actions; (3) Penalties for Non-Compliance	Commonwealth of Pennsylvania, Department of Agriculture, Bureau of Food Safety and Laboratory Services	N/A
Outback Steakhouse	1087	Miami Lakes, FL	4/14/2015	Outback Steakhouse	NFPA 1 50.5.2.1. Maintenance of the fire-extinguishing systems and listed exhaust hoods.	Miami-Dade Fire Rescue Department	N/A
Outback Steakhouse	3335	Staten Island, NY	4/22/2015	Outback Steakhouse	3 Health Violations received during inspection on 4/22/2015. Docket # 0845815FO, Hearing Date: 5/14/2015, Penalty: \$600.00 paid on 5/12/2015 to avoid hearing.	City of New York - Health Department	\$600.00
Outback Steakhouse	1715	Wichita II, KS	12/2/2014	Outback Steakhouse	Multiple health violations issued.	Kansas Department of Agriculture	No Fee Due
Outback Steakhouse	4127	Gaffney, SC	05/01/15	Outback Steakhouse of Florida, LLC	Violation of Regulation 7-200.4 permitting the purchase of beer by a person under 21 years of age on or about May 1, 2015. Paid Fine of 500.00 on 2015-06-11.	South Carolina Department of Revenue - SLED	500.00
Bonefish Grill	8105	Frederick, MD	06/08/15	Bonefish/Virginia, LP	Violation of §3.2(d) of the Frederick County Alcoholic Beverages Regulations by failing to pick up and pay for your Renewal license by 4:00 pm on Thursday, April 30, 2015, and that you are in violation of §10-401(a)(3)(ii) of Article 2B of the Annotated Code of Maryland, by failing to comply with a regulation adopted by the Board of License Commissioners. Paid \$100 fine on 2015-06-16.	Frederick County Liquor Board	100.00
Bonefish Grill	8601	Bel Air, MD	06/24/15	Bonefish of Bel Air, LLC	Licensese Derek Bergman (\$250) for failure to attend his show cause hearing regarding a charge of not having any employees on the premises trained in alcohol awareness - result from a board inspection on 5/20/15. Also, fined \$100 for not having anyone certified in alcohol awareness.	Harford County Liquor Control Board	350.00

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 42925140002
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
LOCAL LICENSE FEE \$ 50
APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a		PRESENT LICENSE NUMBER
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company		42925140002
2. Name of Licensee Bonefish Grill, LLC	3. Trade Name Bonefish Grill	
4. Location Address 4920 Thompson Parkway		
City Johnstown	County Larimer	ZIP 80534

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
• License Account No. <u>42925140002</u> 1983-750 (999) <input checked="" type="checkbox"/> Manager's Registration (Hotel & Restr.)..\$75.00 2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses) NO FEE	2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00 2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) .50.00 2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00 2280-100 (999) <input type="checkbox"/> Change, Alter or Modify Premises \$150.00 x _____ Total Fee _____ 2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ 1988-100 (999) <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____
Section B – Duplicate License	
• Liquor License No. _____ 2270-100 (999) <input type="checkbox"/> Duplicate License\$50.00	

DO NOT WRITE IN THIS SPACE – FOR DEPARTMENT OF REVENUE USE ONLY

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD
-750 (999)	-100 (999)	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 of Revenue may collect the payment amount directly from your bank account electronically.
TOTAL AMOUNT DUE		\$.00

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 5) **For Optional Premises or Related Facilities** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

STORAGE PERMIT

5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

Retail Warehouse Permit for:

- On-Premises Licensee (Taverns, Restaurants etc.)
- Off-Premises Licensee (Liquor stores)

Wholesalers Branch House Permit

Address of storage premise: _____

City _____, County _____, Zip _____

Attach a deed/ lease or rental agreement for the storage premises.
 Attach a detailed diagram of the storage premises.

CHANGE TRADE NAME OR CORPORATE NAME

6. Change of Trade Name or Corporation Name

- Change of Trade name / DBA only
- Corporate Name Change (Attach the following supporting documents)
 1. Certificate of Amendment filed with the Secretary of State, or
 2. Statement of Change filed with the Secretary of State, and
 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name	New Trade Name
Old Corporate Name	New Corporate Name

CHANGE OF LOCATION

7. Change of Location

NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority _____ Date of Hearing _____

(a) Address of current premises _____

City _____ County _____ Zip _____

(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address _____

City _____ County _____ Zip _____

(c) New mailing address if applicable.

Address _____

City _____ County _____ State _____ Zip _____

(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

CHANGE OF MANAGER

8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.

(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)

Former manager's name Edward Carrol

New manager's name Andrew Cowan

(b) Date of Employment 12/1/2014

Has manager ever managed a liquor licensed establishment?..... Yes No

Does manager have a financial interest in any other liquor licensed establishment?..... Yes No

If yes, give name and location of establishment Has managed at both the Johnstown and Lakewood Bonefish Grill locations

MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY

9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed _____

(b) If the modification is temporary, when will the proposed change:

Start _____ (mo/day/year) End _____ (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail and describe any exemptions that apply) Yes No

(d) Is the proposed change in compliance with local building and zoning laws?..... Yes No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?

..... Yes No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature



Title

Joseph J. Kadow, Exec. VP: Secretary

Date

7-20-15

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)

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

Local Licensing Authority (City or County)

Date filed with Local Authority

Signature

Title

Date

REPORT OF STATE LICENSING AUTHORITY

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature

Title

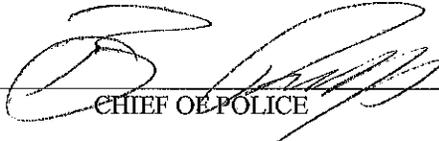
Date

**POLICE
REPORTS**

TOWN OF JOHNSTOWN POLICE DEPARTMENT

Information 3.2% Beer or Liquor Application

- Name and address of Applicant} Bonefish Grill, LLC
2202 N West Shore Blvd. 5th Floor
Tampa, Florida 33607
1. Trade Name and Address} Bonefish Grill #6604
4920 Thompson Parkway
Johnstown, CO 80534
2. Date of Application } 07/20/2015
3. Type of Application: Hotel & Restaurant License
4. Documents Accompanying Application
- A. Local and State License Fees} Submitted with application
 - B. Evidence of Correct Zoning} 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 Hotel and Restaurant License
 - B. Bonefish Grill #6604 has operated legally during its last license period.
 - C. Cooperation with law enforcement has been good.
7. Findings of fact:
- A. Bonefish Grill presently holds license 42-92514-0002 that expires August 29, 2015.
 - B. The required fees were submitted.
 - C. It is my recommendation that the renewal be approved.



CHIEF OF POLICE

7/22/15

DATE

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

APPLICANT: **Bonefish Grill**

ADDRESS: **4920 Thompson Parkway**

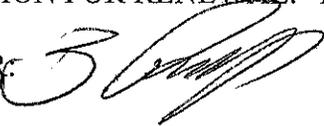
TYPE LICENSE: **Hotel & Restaurant License**

POLICE CALLS FOR SERVICE AT THIS LOCATION: 0

LIQUOR VIOLATIONS AT THIS LOCATION: 0

ARRESTS DUE TO ALCOHOL AT THIS LOCATION: 0

JPD RECOMMENDATION FOR RENEWAL: YES XXX NO _____

REPORTING OFFICER: 

DATE: 7/22/15

EMPLOYEES ATTENDED ALCOHOL TRAINING CLASSES: 0

RECEIVED NOTIFICATION 8/19/15

AGENDA ITEM 9B

**REFERRAL
OF
BALLOT ISSUE
(Lodging Tax)
(Resolution No. 2015-10)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: August 3, 2015

ITEM NUMBER: 9B

SUBJECT: Adopt Resolution 2015-10 Referring a Ballot Issue Concerning Establishment of a Lodging Tax to the Electors at the November 3, 2015 Coordinated Election

ACTION PROPOSED: Adopt Resolution 2015-10

PRESENTED BY: Town Attorney, Avi Rocklin

AGENDA ITEM DESCRIPTION: In addition to existing Recreational Vehicle PAD sites, the Town anticipates construction of a hotel in 2016. The imposition of a lodging tax on the short-term rental of lodging facilities would provide additional revenue to fund municipal services, including but not limited to community and economic development services, police protection services, community events and beautification projects. Article X, Section 20 of the Colorado Constitution, known as the Taxpayer's Bill of Rights ("TABOR"), requires voter approval for any new tax, including the proposed lodging tax. TABOR further requires the Town to submit ballot issues to the Town's electors on limited election days. The November 3, 2015 election is an election date at which ballot issues may be submitted to the Town's electors. Given that, Town Council may refer a ballot issue concerning the establishment of a lodging tax to the Town's electors at the November 3, 2015 coordinated election.

Pursuant to Home Rule Charter § 6.4, the Town Clerk is authorized to be in charge of all activities and duties required related to the November 3, 2015 coordinated election.

LEGAL ADVICE: Resolution 2015-10 was drafted by the Town Attorney.

FINANCIAL ADVICE: N/A.

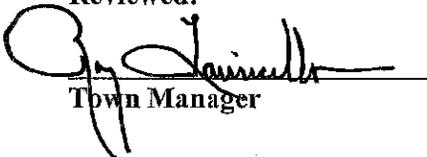
RECOMMENDED ACTION: Adopt Resolution 2015-10.

SUGGESTED MOTION:

For Approval: I move to approve the adoption of Resolution 2015-10 referring a ballot issue concerning establishment of a lodging tax to the electors at the November 3, 2015 coordinated election.

For Denial: I move to deny approval of Resolution 2015-10.

Reviewed:


Town Manager

RESOLUTION

No. 2015-10

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2015-10

**REFERRING A BALLOT ISSUE CONCERNING THE
ESTABLISHMENT OF A LODGING TAX TO THE ELECTORS
AT THE NOVEMBER 3, 2015 COORDINATED ELECTION**

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

WHEREAS, the members of the Town Council have been duly elected and qualified; and

WHEREAS, the Town Council hereby finds and determines that it is in the public interest to adopt a three percent (3%) lodging tax to be imposed and collected upon compensation paid for the short-term rental of any hotel room, motel room, guest house room, recreational vehicle PAD or other similar accommodation within the Town; and

WHEREAS, the revenue raised from the lodging tax shall be expended for municipal purposes, including but not limited to community and economic development services, police protection services, community events and beautification projects; and

WHEREAS, Article X, Section 20 of the Colorado Constitution, known as the Taxpayer's Bill of Rights ("TABOR"), requires voter approval for any new tax, any increase in a tax rate, the creation of any debt and the spending of certain funds above limits established by TABOR; and

WHEREAS, TABOR further requires the Town to submit ballot issues to the Town's electors on limited election days; and

WHEREAS, the November 3, 2015 election is an election date at which ballot issues may be submitted to the Town's electors; and

WHEREAS, the Counties Clerk and Recorder in Larimer County and in Weld County will conduct the election on November 3, 2015 as a coordinated election; and

WHEREAS, the Town Council hereby finds and determines that it is in the public interest to submit to the electors of the Town, at the coordinated election to be held on November 3, 2015, the question of the creation of a lodging tax as described herein.

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

1. The following ballot issue shall be placed upon the ballot of the coordinated election to be held on November 3, 2015:

SHALL TOWN OF JOHNSTOWN TAXES BE INCREASED BY AN ESTIMATED \$17,000 FOR THE FIRST FISCAL YEAR (2016) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY IN EACH SUBSEQUENT YEAR BY THE IMPOSITION OF A LODGING TAX IN THE AMOUNT OF THREE PERCENT (3%) ON THE COMPENSATION PAID FOR THE RENTAL OF ANY HOTEL ROOM, MOTEL ROOM, LODGING ROOM, GUESTHOUSE ROOM, RECREATIONAL VEHICLE PAD OR OTHER SIMILAR ACCOMMODATION IN THE TOWN; AND SHALL THE TOWN BE AUTHORIZED TO SPEND THE FULL AMOUNT OF THE REVENUES COLLECTED FROM SUCH LODGING TAX, INCLUDING ANY INTEREST AND INVESTMENT INCOME THEREON, FOR ANY MUNICIPAL PURPOSE, INCLUDING BUT NOT LIMITED TO POLICE PROTECTION SERVICES, COMMUNITY AND ECONOMIC DEVELOPMENT SERVICES, COMMUNITY EVENTS AND BEAUTIFICATION PROJECTS, AS A VOTER APPROVED REVENUE CHANGE NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATIONS CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

2. Pursuant to Home Rule Charter § 6.4, the Town Clerk is hereby authorized to be in charge of all activities and duties required related to the November 3, 2015 coordinated election.

3. Upon approval of the ballot issue by the majority of the registered electors voting thereon, Town Council shall enact an implementing ordinance consistent with the terms and conditions contained in the ballot issue.

PASSED, SIGNED, APPROVED, AND ADOPTED this 3rd day of August, 2015.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

AGENDA ITEM 9C

**PUBLIC
ROAD
CROSSING LICENSE
(Great Western Railroad of Colorado,
L.L.C.)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: August 3, 2015

ITEM NUMBER: 9

SUBJECT: Consider Agreement with Great Western Railway of Colorado, L.L.C. for a Public Road Crossing License on S. Parish Avenue

ACTION PROPOSED: Approve Agreement with Great Western Railway of Colorado, L.L.C. for a Public Road Crossing License

PRESENTED BY: Town Attorney and Public Works Director

AGENDA ITEM DESCRIPTION: A portion of the S. Parish Road Widening Project crosses the Great Western Railway line. The Railroad requires a crossing agreement and that their contractor perform the work within and 1 foot outside their tracks. The estimated cost of this work is \$5,739.00. The agreement also requires to the Town to pay for the cost of maintaining the crossing and, if terminated, of restoring the crossing. The Town received Public Utility Commission approval in 2014 and has been negotiating this agreement since.

The Town Attorney has worked with Great Western Railway and has had the original agreement revised extensively. Great Western Railway, however, will not agree to delete the indemnification language, which is standard in the railroad agreements but not a typical provision to which the Town would agree. Language has been added stating that the indemnification is only valid "to the extent permitted by law." The clause provides protection to the Town.

LEGAL ADVICE: The Town Attorney recommends approval of the agreement

FINANCIAL ADVICE: This cost was included in the estimate for the project.

RECOMMENDED ACTION: Approve Agreement with Great Western Railway of Colorado, L.L.C. for a Public Road Crossing License

SUGGESTED MOTION:

For Approval: I move to approve the Agreement with Great Western Railway of Colorado, L.L.C. for a Public Road Crossing License on S. Parish Avenue and authorize the Mayor to sign it.

For Denial: I move to deny approval of the Agreement with Great Western Railway of Colorado, L.L.C. for a Public Road Crossing License on S. Parish Avenue.

Reviewed:


Town Manager

LICENSE

PUBLIC ROAD CROSSING LICENSE

THIS PUBLIC ROAD CROSSING LICENSE ("License") is made this ___ day of _____, 2015 by and between **Great Western Railway of Colorado, L.L.C.** ("Licensor") and **Town of Johnstown**, a Colorado home rule municipality ("Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties."

RECITALS:

Licensee desires the construction, maintenance and use of a pedestrian/bicycle pathway crossing more particularly described in Licensee's application marked Exhibit A (hereinafter "Road Crossing"), consisting of concrete roadway approaches, a Sixteen foot wide (16') crossing surface and all appurtenances thereto, including but not limited to any gates, cattle guards, stop signs, identification signs, drainage facilities, on, over and across the Licensor's right of way, at Mile Post 16.59 at or near Johnstown in Weld County, Colorado, in the location described in Licensee's application attached as Exhibit A and shown on the attached print attached as Exhibit B.

Licensor is willing to grant Licensee a license to use Licensor's right-of-way subject to the terms and conditions set forth below.

NOW THEREFORE, the Parties, intending to be legally bound, agree as follows:

ARTICLE I. LICENSOR GRANTS RIGHT

A. Licensor grants Licensee a temporary license to use that portion of the Licensor's right-of-way for a roadway and to cross its right of way and tracks at the location shown on Exhibit B subject to the terms and conditions set forth herein. In consideration of the license and permission granted herein, Licensee agrees to observe and abide by the terms and conditions of this License. Licensor will not execute the License until it receives a signed original from Licensee, and in no event is entry under this License permitted until Licensor has executed it.

ARTICLE II. CONSTRUCTION OF ROAD CROSSING

A. Licensor will furnish the materials for and install the portion of the Road Crossing lying between the rails of the tracks and for one (1) foot on the outside of each rail (the "RR Portion of Road Crossing" and will furnish and install any necessary stop signs and identification signs on each side of the crossing) and raise, or cause to be raised, any interfering wire line. In performing this work, Licensor, acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, at execution of this Agreement, submit full payment based on the Detailed Cost Sheet labeled Exhibit C attached hereto and made part of this agreement. The sum of which is Five Thousand Seven Hundred Thirty-Nine Dollars (\$5,739.00). When, in the judgment of Licensor, it becomes necessary to rebuild the RR Portion of Road Crossing, Licensor may perform such reconstruction at the cost and expense of Licensee upon giving not less than thirty (30) days written notice to the Licensee.

B. Licensee, at its sole cost and expense, will furnish all labor and material and perform all grading and surfacing work necessary for the construction, maintenance, repair or renewal of the remaining portion of the Road Crossing and install any and all appurtenant gates, fences, cattle guards, drainage facilities, traffic signs, and traffic devices shown on Exhibit B. Plans for the construction shall be approved in advance by Licensor, and the construction work shall be done to the satisfaction of the Licensor. Prior to entry on Licensor's property to do its work on construction, Licensee shall contact Licensor's agent to arrange for necessary flaggers and safety supervisors, at Licensee's sole cost and expense.

ARTICLE III. USE

Licensee shall have no right to use or cross any other portion of Licensor's property, unless by separate agreement, or to use the Road Crossing for any purposes other than as may be expressly permitted herein, and Licensee, as a further consideration, cause and condition without which this License would not have been granted, agrees to restrict its use to those purposes.

Licensee shall not do or permit to be done any act which will in any manner interfere with, limit, restrict, obstruct, damage, interrupt, or endanger rail operations or facilities.

Licensee shall require and, to the best of its reasonable ability, shall take all steps necessary to ensure that all persons using the Road Crossing come to a complete stop before the tracks, look carefully for approaching trains before fouling or crossing tracks, and yield to any approaching train.

The Road Crossing shall be used only by Licensee and its employees, agents, contractors, patrons and invitees and then only for private ingress to and egress from the designated pedestrian/bicycle pathway.

The Road Crossing shall not be used by vehicles of a size, configuration or weight that would damage the tracks, equipment, installations or facilities of Licensor or any equipment, installations or facilities located on Licensor's property unless approved in advance in writing by Licensor and then only after suitable precautions have been taken to avoid any such damage.

ARTICLE IV. SIGHTING AT CROSSING

Where Licensee's property adjoins Licensor's property, in the vicinity of the Road Crossing, Licensee shall keep its property free of bushes, trees, weeds, vegetations, and all other obstructions of any kind that could interfere with a pedestrian or bicyclist sighting an approaching train. Licensee, to the best of its reasonable ability, shall endeavor to prevent all unauthorized persons from using the Road Crossing and nothing herein shall be construed to relieve Licensee of this responsibility and duty.

Licensee acknowledges that Licensor has no obligation or duty to give audible warning of the approach of a train, nor erect whistle posts, nor reduce the speed of its trains, nor alter its operations in any manner, owing to the presence or existence of the Road Crossing or other use or

exercise of the right or license granted herein. Except as otherwise required by Licensor as set forth herein, Licensee assumes, at its own risk and expense, sole responsibility for determining if any signs, signals or other warning devices are necessary or appropriate for the safety of persons using the Road Crossing and specifically acknowledges that Licensor has no obligation or duty whatever to make any such determination. If the installation of any signs, signals or warning devices on the Road Crossing is presently or hereafter required by law or by competent public authority, or is otherwise requested by Licensee, the same shall conform to any then currently applicable practices of the Licensor for such devices as to design, material and workmanship and all costs incurred by the Licensor related to the installation, operation, maintenance, renewal, alteration and upgrading thereof shall be solely borne by Licensee.

ARTICLE V. INSURANCE

Licensee shall purchase and maintain insurance as specified below covering the crossing, all the work and services to be performed hereunder, and all obligations assumed hereunder, from effective date of License until termination, unless otherwise specified in this License.

A. Workers' Compensation Insurance: providing workers' compensation benefits in the amounts required by law.

B. Commercial General Liability Insurance: subject to limit of \$5,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$6,000,000. Any and all General Liability policies procured by Licensee shall be amended to delete any and all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, railroad track, railroad bridge, trestle or tunnel.

C. Business Automobile Liability Insurance: subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage.

D. All insurance required of Licensee shall include Licensor, OmniTRAX, Inc. their parents and affiliates, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents, shareholders and employees as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates.

All insurance shall provide a minimum of thirty (30) days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.

All policies shall be written on a claims made form and the following is applicable:

- i. The retroactive date shall be prior to the effective date of this License.
- ii. Licensee shall maintain such policies on a continuous basis.

iii. If there is a change in insurance companies or the policies are canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.

Licensee shall file with Licensor and its affiliates on or before the effective date of this License a valid Certificate of Insurance for all required insurance policies. Each certificate shall identify Licensor, OmniTRAX, Inc., their parents and affiliates, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents, shareholders and employees as additional insureds and state that Licensor and its affiliates will receive a minimum of thirty (30) days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Prior to expiration of such insurance, Licensee shall supply updated Certificates of Insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage, as was provided by the original Certificates.

Licensee hereby waives all rights of subrogation against Licensor, OmniTRAX, Inc., their parents and affiliates, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents, shareholders and employees for damages to the extent covered by insurance. All insurance policies of Licensee shall allow that any release from liability of or waiver of claim for recovery from any other party entered into in writing by Licensee prior to any loss or damage shall not affect the validity of said policy(ies) or the right of the insured or insureds to recover under them.

In the event that installation or maintenance of the Road Crossing is to be performed by a private contractor, such contractor shall execute Licensor's standard agreement for right of entry and use of premises and provide evidence of insurance coverage as specified in such agreement.

ARTICLE VI. TERM

This License shall take effect as of _____, and unless sooner terminated as herein provided, shall remain in effect until either Party, for any reason, shall give the other Party not less than thirty (30) days written notice of an intention to terminate; with or without cause and regardless of performance or non-performance of any of the covenants and agreements contained herein and regardless of any fee having been paid in advance for any period and without regard to any loss or damage incurred by either Party as a result of such termination or cancellation.

In the event of a breach of this License by Licensee, Licensor may cancel this License upon five (5) days written notice.

ARTICLE VII. ADDITIONAL PROVISIONS

A. Crossing Maintenance: Licensee shall be responsible for the cost of any and all maintenance necessary on the Road Crossing and any and all appurtenances thereto. Licensor acting as the agent of Licensee, may perform such work as is necessary in the sole judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the reasonable cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting, and use of tools. If

not so paid, Licensor may terminate this License by giving Licensee not less than ten (10) days advance written notice of its intention to do so.

B. Restoration: Upon termination of this License by either Party, Licensor shall have the option to promptly remove said crossing from Licensor's property, and restore said property to its prior condition, or a condition satisfactory to Licensor's authorized representative all at the cost and expense of Licensee. Licensor acting as the agent of Licensee, may perform such restoration as is necessary in the sole judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the reasonable cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting, and use of tools.

C. Assignment: This License and all of the provisions herein contained shall be binding upon the Parties hereto, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Licensee agrees not to assign this License or any interest therein, without the consent of Licensor in writing, which consent shall not be unreasonably withheld, and any and every attempted assignment without prior written consent shall be void and of no effect. In the event of any assignment, Licensee shall at all times remain fully responsible and liable for the compliance of all of its obligations under the terms, provisions and covenants.

D. Indemnity:

(1) Licensee acknowledges that persons and property on or near the crossing, whether during construction, installation, use, maintenance or relocation, are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensor or others, and Licensee accepts this License subject to such dangers.

(2) **LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND SAVE HARMLESS LICENSOR, OMNITRAX, INC., THEIR PARENTS AND AFFILIATES, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSE, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE OR THE MAINTENANCE, REPAIR, RENEWAL,**

ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, REGARDLESS OF THE NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.

(3) THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY HEREIN ASSUMED BY LICENSEE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO CONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKMENS' COMPENSATION ACT OR FEDERAL EMPLOYER'S LIABILITY ACT.

(4) LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE LICENSE AREA.

(5) AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (I) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (II) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

E. Liens: Licensee further indemnifies Licensor against any and all liens that may be placed against Licensor's property in the course of construction of this crossing, and agrees to immediately satisfy any liens so placed, unless otherwise caused by Licensor's acts or omissions.

F. Temporary Closure: In the event of an emergency or hazard, at the sole discretion of Licensor, Licensor may temporarily close the Road Crossing to respond to emergency or hazard.

G. Currency: Unless otherwise indicated, all currencies and amounts shown on this License are in U.S. dollars.

H. Exhibits: All Exhibits attached hereto are incorporated as if fully set forth herein.

I. Notice: Notices under this License shall be deemed given when deposited in a U.S. mailbox, First-Class Mail, postage prepaid, address as follows:

Licensor: Great Western Railway of Colorado, L.L.C.
Attn: Director of Real Estate
252 Clayton Street
Denver, Colorado 80206

Licensee: Town of Johnstown
P.O. Box 609
Johnstown, CO 80534
Attn: Thomas Hellen

J. Venue: This License shall be governed under the laws of the State of Colorado, and venue shall be proper in the federal or state courts of the State of Colorado

IN WITNESS WHEREOF, the Parties have caused this License to be executed as of the date first herein written:

Licensor: **Great Western Railway of Colorado, L.L.C.**

Licensee: **Town of Johnstown**

By: _____

By: _____

Printed name: _____

Printed name: _____

Title: _____

Title: _____



Exhibit "A"
407360

ROAD CROSSING APPLICATION

It is Railroad's policy that one existing road crossing must be removed for a new road crossing installation to be approved.
PLEASE BE THOROUGH: Incomplete applications may result in processing delays.

SECTION 1: TO BE COMPLETED FOR ALL CROSSINGS

Complete Legal Name of Applicant: TOWN OF JOHNSTOWN

Agreement to be in the name of (if different from above): _____

Type of Applicant (please mark one): Corporation LLC Individual Municipality Partnership
(General Limited) Other _____

If applicable, state/province of incorporation or organization: _____

Federal Tax Identification number (if applicable): _____

Mailing Address: PO BOX 609 JOHNSTOWN, CO 80534

Billing Address (if different): _____

Overnight Delivery Service Address: 450 S. PARRISH AVE. JOHNSTOWN, CO 80534

Contact Person: THOMAS HELLEN Title: PUBLIC WORKS DIRECTOR

Phone No.: (970) 587-4664 Fax No.: (970) 587-0191

Email: thellen@townofjohnstown.com

Type of Road Crossing:

- Private Farm Crossing
- Private Commercial Crossing
- Contractor's Crossing
- Pedestrian Overpass
- Pedestrian Underpass
- Other PEDESTRIAN PATH
- Existing Crossing
- New Installation
- Relocation
- Permanent Use
- Temporary Use for _____ Mos.
- Reconstruction

Crossing will be used to access BIKE/PEP TRAIL ALONG S. PARRISH AVE

Proposed Width of Crossing: 16 feet

Desired Material for Crossing (circle one): Wood Planks Concrete Asphalt / Rubber / Other: _____

Type of Vehicles to be driven over crossing: NO ONE

- Passenger Cars
- Recreational Vehicles
- Pickups
- Farm Equipment
- Heavy Construction Equipment
- Other _____

Approximate number of daily one way trips over the crossing N/A

Name of Owner of Property to be served by crossing TOWN OF JOHNSTOWN

Address if different than above _____

Railroad being crossed: GREAT WESTERN RAILWAY Nearest Milepost 16.59

Crossing is located in the: SE 1/4 of NE 1/4 Section 17, Township 04, Range 67

(Example: SE 1/4 of NW 1/4 Section 15, Township 39N, Range 12E)

Near the City of JOHNSTOWN County WELD State CO

Attach a legal description of your property to be served by the crossing and a property or county map showing the location of the crossing. Indicate on the map the distance measured along the track between the crossing and fixed objects in the vicinity (i.e., bridge, culvert, railroad mile marker, public road).

SECTION 2: TO BE COMPLETED FOR EXISTING CROSSINGS ONLY

Name(s) of previous users of crossing TOWN OF JOHNSTOWN, WELD COUNTY

Crossing is currently covered by Agreement Number N/A

Dated _____ with _____

Exhibit "A"
407360

SECTION 3: TO BE COMPLETED FOR INSTALLATION OF NEW CROSSINGS ONLY

How is property currently accessed? _____

Why was access to property not obtained from previous owner _____

Desired crossing will be _____ feet () North () South () East () West

Of nearest _____ () Public () Private road crossing.

Track is in _____ ft cut/fill Number tracks crossed _____ Track is on: () Curve () Straight

SECTION 4: REQUIRED Location: Geographical Coordinates (in decimal degrees)

Latitude 40.316 Longitude 104.906

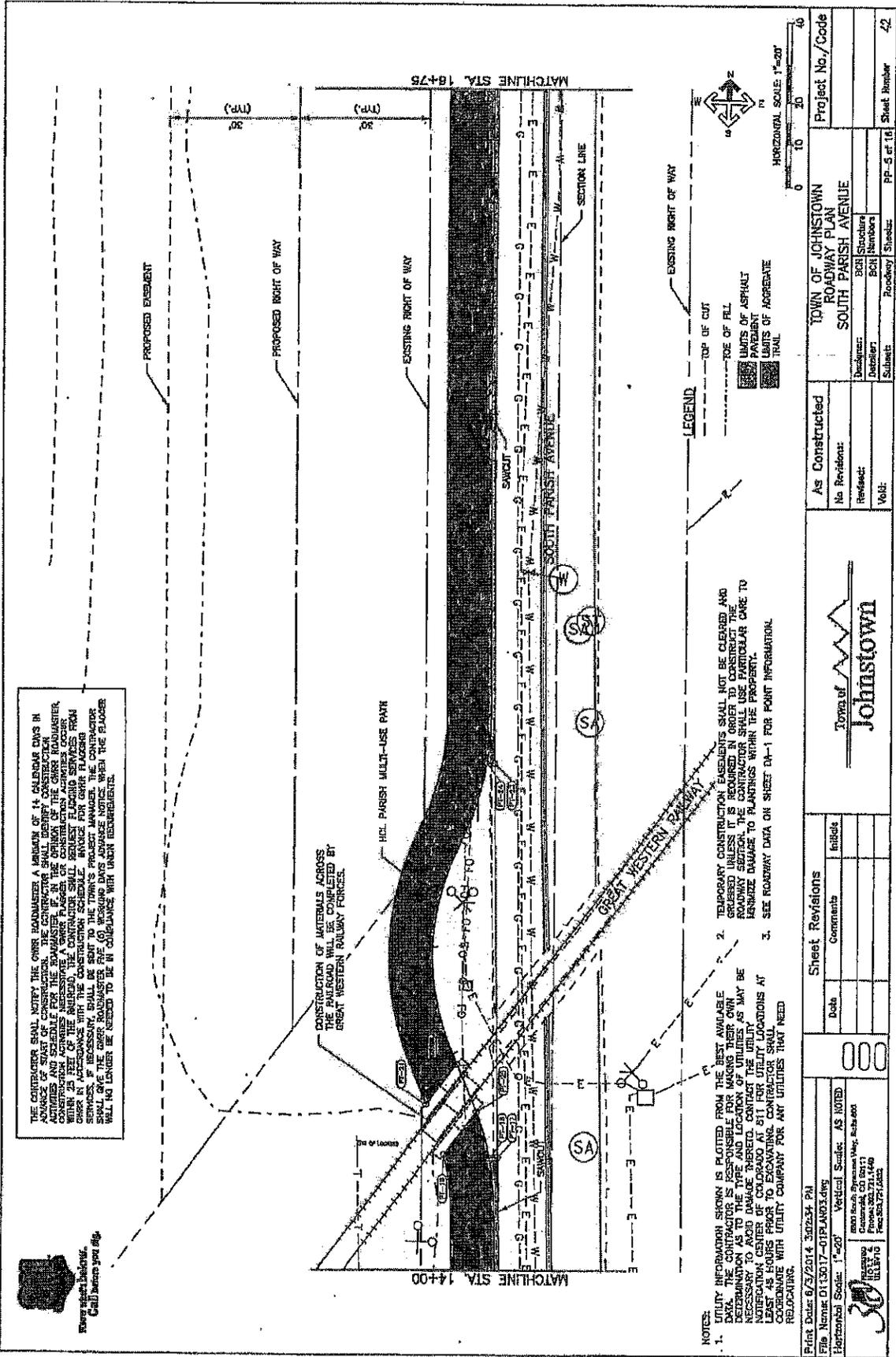
If this application is approved, applicant agrees to reimburse the property owner for any cost incurred by the property owner incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation. Non-refundable fees in the amount of \$1,060.00 (US) for document preparation, \$1,190.00 engineering review fee (U.S.), and \$900.00 Right of Entry fee (US) made payable to OmniTRAX, LLC are required at the time of application. In addition, fees will be assessed pursuant to a written crossing agreement. This check should be attached to the application. ****Canadian residents/businesses, this fee is a taxable supply, please include applicable GST**** Applications submitted without the required fees will not be processed. REQUESTS FOR RUSHED SERVICE (full execution within fourteen (14) days) ARE AN ADDITIONAL \$1,000.00. Please note, if the submitted application and prints require review by any independent environmental (HAZMAT) or other outside consultants, this review will be at applicant's sole cost and in addition to the aforementioned fees. Please return fees (payable to OmniTRAX, Inc. in US Dollars), application, maps and/or prints to: OmniTRAX, Inc., 252 Clayton Street, 4th Floor, Denver, CO 80206. Telephone Number: (303) 398-0400, Fax Number (866) 351-9503.

Once an executable road crossing license agreement is submitted to you, the agreement must be fully negotiated and executed within one hundred twenty (120) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required. PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: [Signature]

Date: 2/19/15
Signature: [Signature]
Name Printed: THOMAS HOLLEN
Title: PUBLIC WORKS DIRECTOR
Phone No.: 970-587-4664

FOR RAILROAD USE ONLY

RAILROAD MILEPOST _____ RAILROAD SUBDIVISION _____ AAR/DOT NUMBER _____
MGR IND & PUBLIC PROJECTS MAINTENANCE _____ MGR TRACK MAINTENANCE _____ MGR SIGNAL _____
PHONE: _____ PHONE: _____ PHONE: _____
SUPERINTENDENT TRANSP SVCS APPROVAL RECEIVED: _____
WIDTH OF CROSSING _____ WIDTH OF RR RIGHT-OF-WAY _____ CROSSING SURFACE _____
FLAGGING PROTECTION REQUIRED _____ LOCKED GATES REQUIRED AT RIGHT-OF-WAY LINES? _____
SPECIAL PROVISIONS: _____ ESTIMATED COST (ATTACH MATERIAL AND FORCE ACCOUNT ESTIMATES) _____



THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY A MINIMUM OF 14 CALENDAR DAYS IN ADVANCE OF START OF CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT CONSTRUCTION ACTIVITIES AND SCHEDULE FOR THE EXAMINER'S REVIEW. IN THE OPINION OF THE OWNER, CONSTRUCTION ACTIVITIES SHALL BE STOPPED IMMEDIATELY IF THE CONTRACTOR FAILS TO MAINTAIN THE PROPOSED CONSTRUCTION ACTIVITIES IN ACCORDANCE WITH THE CONSTRUCTION SCHEDULE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



- NOTES:
1. UTILITY INFORMATION SHOWN IS PLOTTED FROM THE BEST AVAILABLE DATA. THE CONTRACTOR IS RESPONSIBLE FOR MAKING THEIR OWN VERIFICATION AS TO THE TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AT LEAST 48 HOURS PRIOR TO EXCAVATING. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR ANY UTILITIES THAT NEED RELOCATING.
 2. TEMPORARY CONSTRUCTION EASEMENTS SHALL NOT BE CLEARED AND GRASSED UNLESS IT IS REQUIRED IN ORDER TO CONSTRUCT THE ROADWAY SECTION. THE CONTRACTOR SHALL USE PARTICULAR CARE TO AVOID DAMAGE TO PLANTINGS WITHIN THE PROPERTY.
 3. SEE ROADWAY DATA ON SHEET DA-1 FOR POINT INFORMATION.

Project No./Code TOWN OF JOHNSTOWN ROADWAY PLAN SOUTH PARISH AVENUE													
As Constructed No Revisions: Revisions: Vols:	BOM Station BOM Numbers Subject:												
Sheet Revisions <table border="1"> <thead> <tr> <th>Date</th> <th>Comments</th> <th>Initials</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Date	Comments	Initials									
Date	Comments	Initials											
File Name: 0113017-01PLAN03.dwg Horizontal Scale: 1"=20' Vertical Scale: AS NOTED 2000 South Jefferson Way, Suite 400 Fort Collins, CO 80501 Phone: 970.771.1400 Fax: 970.771.0402													
Project No./Code Sheet Number 42													

GWRCO Cost Sheet

Exhibit C

Estimate

Pedestrian Crossing- CR17/Parish AVE, Johnstown, CO
 Longmont Sub M.P. 16.59, DOT#849350R

Department: MOW

Date: N/A

Employee/Contractor	Amount	Hr. Rate	Total Hr.	Over Time Hr.	Total
Northwestern Railroad	\$4,500		8	-	\$ 4,500.00
GWRCO	2 men	\$ 24.00	16		\$ 384.00
				Total	\$ 4,884.00

(Price includes asphalt for crossing)

Materials (GWRCO will provide)	Size	Amount	Unit cost	Total cost
7x9x8' 6" Ties		12	\$65.00	\$780.00
Track Spikes		1	\$ 75.00	\$ 75.00
		Total		\$ 855.00

Total Overall Cost	\$ 5,739.00
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AGENDA ITEM 9D

USE

BY

SPECIAL REVIEW

(Oil and Gas Exploration)

(Riverbend Estates PUD)

(PDC Energy)

*** PUBLIC HEARING PROCEDURE – Use by Special Review for Oil and Gas Exploration on Riverbend Estates PUD – PDC Energy**

- 1. Open public hearing.**
- 2. Receive information from staff.**
- 3. Ask to hear from anyone who supports the Use by Special Review.**
- 4. Ask to hear from anyone who opposes the Use by Special Review.**
- 5. Close the public hearing.**
- 6. Ask for discussion.**
- 7. Make decision and/or motion from Council.**
 - a. Need motion to approve or deny the Use by Special Review.**

(SUGGESTED MOTIONS):

For Approval:

I move to approve the Use by Special Review for oil and gas exploration on the Riverbend Estates PUD by PDC Energy (subject to the following conditions...).

For Denial:

I move to deny approval the Use by Special Review for oil and gas exploration on the Riverbend Estates PUD by PDC Energy.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: August 3, 2015

ITEM NUMBER: 9D

SUBJECT: *Public Hearing- Use by Special Review for Oil and Gas Exploration on Riverbend Estates PUD – PDC Energy

ACTION PROPOSED: Consider the Use by Special Review

PRESENTED BY: John Franklin, Town Planner

AGENDA ITEM DESCRIPTION: This is a request by oil and gas operator PDC Energy to develop eight (8) horizontal wells within a single drilling area, and construct a new tank battery/production facility per the attached plans. The overall property is currently in agriculture, and several existing oil and gas wells and production facilities were approved in 2010. The Town approved annexation of the property in 2001, which is zoned PUD-R Planned Unit Development - Residential. Riverbend Estates Filing No. 1 was approved in 2005, but the property remains undeveloped.

There are four dwellings within one-half mile of the proposed drilling site, with the closest dwelling over 2000' from the site. A new access drive will be constructed from CR 46. The property owner and PDC Energy worked with Town staff to relocate the site to the west end of the Riverbend property, away from South Parish Avenue and neighboring homes.

On June 24, 2015 the Planning and Zoning Commission held a public hearing and voted unanimously to recommend approval of the Use by Special Review with conditions:

1. The operator shall comply with Town and State regulations, including obtaining a building permit and payment of applicable use tax for permanent improvements.
2. The operator shall apply for and receive an access permit from the Town prior to constructing the new access road to CR 46. The operator shall ensure that the existing gravel road surface of CR 46 is maintained, including operations-related repairs, as directed by the Town.
3. The operator shall provide noise and visual screening acceptable to the Town during drilling, fracking and completion operations.
4. Given the uncertainty of the timing of future planned residential development surrounding the well and battery sites, the operator shall provide for adequate and attractive visual screening of the wells and production facility from public roads. A landscaped earthen berm matching the well/production facilities height but no less than 8' is recommended.
5. The operator shall call for utility locates prior to subgrade work.

The applicant acknowledged and agreed to all conditions. Due to site limitations and drainage requirements, the applicant has proposed an 8' decorative concrete wall instead of landscaped berms to screen the wells and production area from CR 46. The proposal as presented is acceptable to Town staff, provided that staff approve the final color(s) and layout prior to construction.

LEGAL ADVICE: If approved, the Town Attorney will prepare a resolution for Council consideration at a future meeting.

FINANCIAL ADVICE: N/A

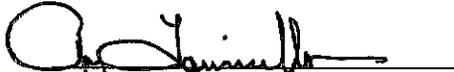
RECOMMENDED ACTION: The Planning and Zoning Commission recommended approval with conditions of the Use by Special Review for oil and gas exploration on the Riverbend Estates PUD by PDC Energy.

SUGGESTED MOTIONS:

For Approval: I move to approve the Use by Special Review for oil and gas exploration on the Riverbend Estates PUD by PDC Energy, with conditions as recommended by the Planning and Zoning Commission.

For Denial: I move to deny approval of the Use by Special Review for oil and gas exploration on the Riverbend Estates PUD by PDC Energy.

Reviewed:


Town Manager

**PLANNING AND ZONING
— COMMISSION**

SUMMARY MINUTES

**SUMMMARY MINUTES
PLANNING & ZONING COMMISSION
WEDNESDAY, JUNE 24, 2015
COUNCIL CHAMBERS
450 S. PARISH AVE.**

1. CALL TO ORDER: *Chair Longdo called the meeting to order at 7:00 p.m.*

2. ROLL CALL: *Present were Commissioners Longdo, Kingsolver, Eady and Tepper. Absent were Commissioners Montez and Dowling. [Note: Commissioner Terasa resigned]*

3. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA: *None*

4. PUBLIC HEARINGS:

A. Use by Special Review for Oil and Gas Exploration on Riverbend Estates (PDC Energy): *Chair Longdo opened the public hearing at 7:05 p.m. Town Planner Franklin introduced the item and presented the staff recommendation. Josh Wagner presented the request and answered questions.*

Commissioner questions:

- *Truck Traffic? (Truck traffic will be on CR 46 and travel to and from the west to avoid South Parish Ave. On-site water tanks will be used to minimize water truck traffic.)*
- *Mud on CR 46? (PDC will have tracking pads on the access road to minimize mud)*

Chair Longdo asked for public comment. No one spoke.

Chair Longdo closed the public hearing at 7:25 p.m. and called for a motion.

Motion by Commissioner Kingsolver, seconded by Commissioner Tepper to recommend approval of the Use by Special Review for Oil and Gas Exploration on the Riverbend Estates PUD as requested by PDC Energy with the following condition(s):

- 1. The operator agrees shall comply with Town and State regulations, including obtaining a building permit and payment of applicable use tax for permanent improvements.*
- 2. The operator shall apply for and receive an access permit from the Town prior to constructing the new access road to CR 46. The operator shall ensure that the existing gravel road surface of CR 46 is maintained, including operations-related repairs, as directed by the Town.*
- 3. The operator shall provide noise and visual screening acceptable to the Town during drilling, fracking and completion operations.*
- 4. Given the uncertainty of the timing of future planned residential development surrounding the well and battery sites, the operator shall provide for adequate and attractive visual screening of the wells and production facility from public roads. A landscaped earthen berm matching the well/production facilities height but no less than 8' is recommended.*
- 5. The operator shall call for utility locates prior to subgrade work.*

Unanimous.

5. NEW BUSINESS:

A. Approval of Minutes of May 13, 2015: *Motion by Commissioner Kingsolver, seconded by Commissioner Eady to approve the minutes as presented. Unanimous.*

B. Referrals: Weld County COZ15-0001, Change of Zone from the A (Agricultural) Zone District to the I-2 (Industrial) Zone District – Enviro Tech Services: *Town Planner Franklin discussed the referral from Weld County. The Commissioners agreed that the main comment is that the Town's Comprehensive Plan designates the area for Commercial.*

6. STAFF REPORT: *Town Planner Franklin discussed the following items, and answered questions.*

A. Recent Town Council Actions (Attachment)

B. Applications in Review (Attachment)

C. Project and Program Updates:

7. COMMISSIONERS' ITEMS: *Town Planner Franklin stated that an advertisement will soon be published seeking Commissioner Candidates to fill the seat vacated by Commissioner Terasa.*

8. ADJOURN: *Chair Longdo adjourned the meeting at 7:45 p.m.*

Respectfully submitted by John Franklin, Town Planner as Secretary to the Commission.

**STAFF REPORT
TO
PLANNING AND ZONING
COMMISSION**

MEMORANDUM

TO: Johnstown Planning and Zoning Commission
FROM: John Franklin, AICP, Town Planner *JF*
DATE: For June 24, 2015
SUBJECT: Use by Special Review for Oil and Gas Exploration – Riverbend PUD – PDC Energy

PROPERTY DATA:

Applicant: PDC Energy
Owner(s): LAJCO Johnstown, LLC
Location: The drilling and production area is generally one-half mile west of South Parish Ave. (CR 17) and 100' south of CR 46.
Property Size: N/A
Current Zoning/Land Use(s): PUD-R/Agriculture
Surrounding Zoning/Land Uses:
North: HA/CR 46, Synergy well/production site, Agriculture
South: Riverbend Estates PUD, GWRR tracks, Stroh Farm PUD/Agriculture
East: Riverbend Estates PUD/Agriculture
West: Wind Farm PUD/Agriculture

Comprehensive Plan Designation: Residential

Summary of Request:

General Description: PDC proposes to drill eight (8) horizontal oil and gas wells and install one production facility/tank battery. This is a centralized drilling proposal and is located south of an existing Synergy well and production facility.

Attachments: Application materials.

Municipal Code Review Provisions:

ARTICLE XI Oil and Gas Exploration and Production - copies in packet.

Crucial Referral Responses: There are no crucial referrals which require agreements or other attention.

Applicant Response: PDC Energy had originally proposed a drilling/production area located approximately 500' from South Parish Ave. In a multi-family residential land use area. The applicant and property owner worked with Town staff to re-locate the drilling area to the west end

of River Bend Estates PUD, and to re-design Riverbend Estates Filing No. 1 to accommodate the new location. The applicant also agreed to screen the facility with a landscaped berm along CR 46 on the north side of the proposed well/production area.

Technical Analysis:

The nearest homes in the vicinity are the approximately one-half mile or more from the proposed area. The nearest homes in Pioneer Ridge neighborhood are approximately 3000' from the site. The approved, but unrecorded/undeveloped Riverbend Estates Filing 1 contains 125 single family lots the closest of which will be 150-200' from the site. No special mitigation is needed at this time for the undeveloped plat.

In accordance with the Town's regulations, the following criteria were evaluated:

(1) Whether the special use will be consistent with the Town's current comprehensive plan:

The application is not inconsistent with the Comprehensive Plan. The centralized drilling sites will benefit the future design of the property and reduce conflicts with homeowners.

(2) Whether the special use will be compatible with existing conforming surrounding and probable future land uses: The area surrounding the sites is planned for single family residential. Town requirements for separation and screening will help protect such development.

(3) Whether the special use will cause an unreasonable demand on Town services. The drilling operation will likely **not** require Town services.

(4) Whether the special use will unreasonably and adversely affect traffic flow and parking in the surrounding area. The proposed drilling operation is relatively isolated. The access road from CR 46 will not be used for traffic other than drilling and maintaining the wells.

(5) Whether the public welfare requires approval of the special use. The Town policy encourages developers to centralize oil and gas well development, and locate away from developed neighborhoods.

Staff Recommendation: Based upon the above Staff recommends approval of the Use by Special Review based upon the written application and site plan materials as submitted, with conditions as follows:

1. The operator agrees shall comply with Town and State regulations, including obtaining a building permit and payment of applicable use tax for permanent improvements.
2. The operator shall apply for and receive an access permit from the Town prior to constructing the new access road to CR 46. The operator shall ensure that the existing gravel road surface of CR 46 is maintained, including operation-related repairs, as directed by the Town.
3. The operator shall provide noise and visual screening acceptable to the Town during drilling, fracking and completion operations.
4. Given the uncertainty of the timing of future planned residential development surrounding the well and battery sites, the operator shall provide for adequate and attractive visual screening of the wells from public roads. A landscaped earthen berm matching the well height but no less than 8' is recommended.
5. The operator shall call for utility locates prior to subgrade work.

Planning Commission Action:

1. If the Commission desires to recommend approval:

“I move that the Commission recommend approval of the Use by Special Review for Oil and Gas Exploration on the Riverbend Estates PUD as requested by PDC Energy”

Or,

2. If the Commission desires to recommend approval with conditions:

“I move that the Commission recommend approval of the Use by Special Review for Oil and Gas Exploration on the Riverbend Estates PUD as requested by PDC Energy with the following condition(s):

a. _____

b. _____

etc. “

Or,

3. If the Commission desires to recommend denial:

“I move that the Commission recommend denial of the Use by Special Review for Oil and Gas Exploration on the Riverbend Estates PUD as requested by PDC Energy for the following reasons:

a. _____

b. _____

etc. “

VICINITY MAP



VICINITY MAP
PDC LAJCO WELLS USR

APPLICATION

Town of
Johnstown

450 S. Parish Ave. Johnstown, CO 80534
Ph: 970-587-4864 Fax: 970-587-0141

COMMUNITY DEVELOPMENT APPLICATION

Date: April 30th, 2015

Project Name: Laico Wells Use By Special Review (T4N-R67W Sec. 17 NE)

Application is for: Annexation Zoning Subdivision Other (please specify) Drilling & Oil and Gas Wells

Landowner: George L. Seward

Address: 2710 County Road 39, Yuma, CO. 80759-9024

Telephone: _____

Authorized Representative: PDC Energy, Inc./Josh Wagner

Address: 1775 Sherman Street, Suite 3000, Denver, CO. 80203

Telephone: 303-831-3966; Fax Number: _____; E-Mail: josh.wagner@pdce.com

Landowner Authorization:

The undersigned affirms ownership of the property pertaining to this application, and hereby applies to the Town of Johnstown, Colorado for the above indicated development review process, and authorizes the individual or company stated as "authorized representative" to represent me/us in all aspects of said process.

George L. Seward

Signature of Landowner

Signature of Landowner

STATE OF COLORADO

COUNTY OF _____

}
}ss
}

The foregoing application was subscribed and sworn to before me this 4th day of May, A.D., 2015, by George L. Seward.

Witness my hand and official seal.

My commission expires: 5/18/2016

Sandra K. Murphy
Notary Public

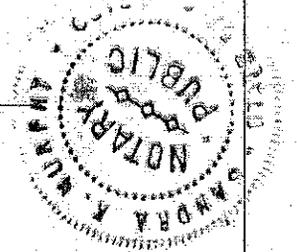


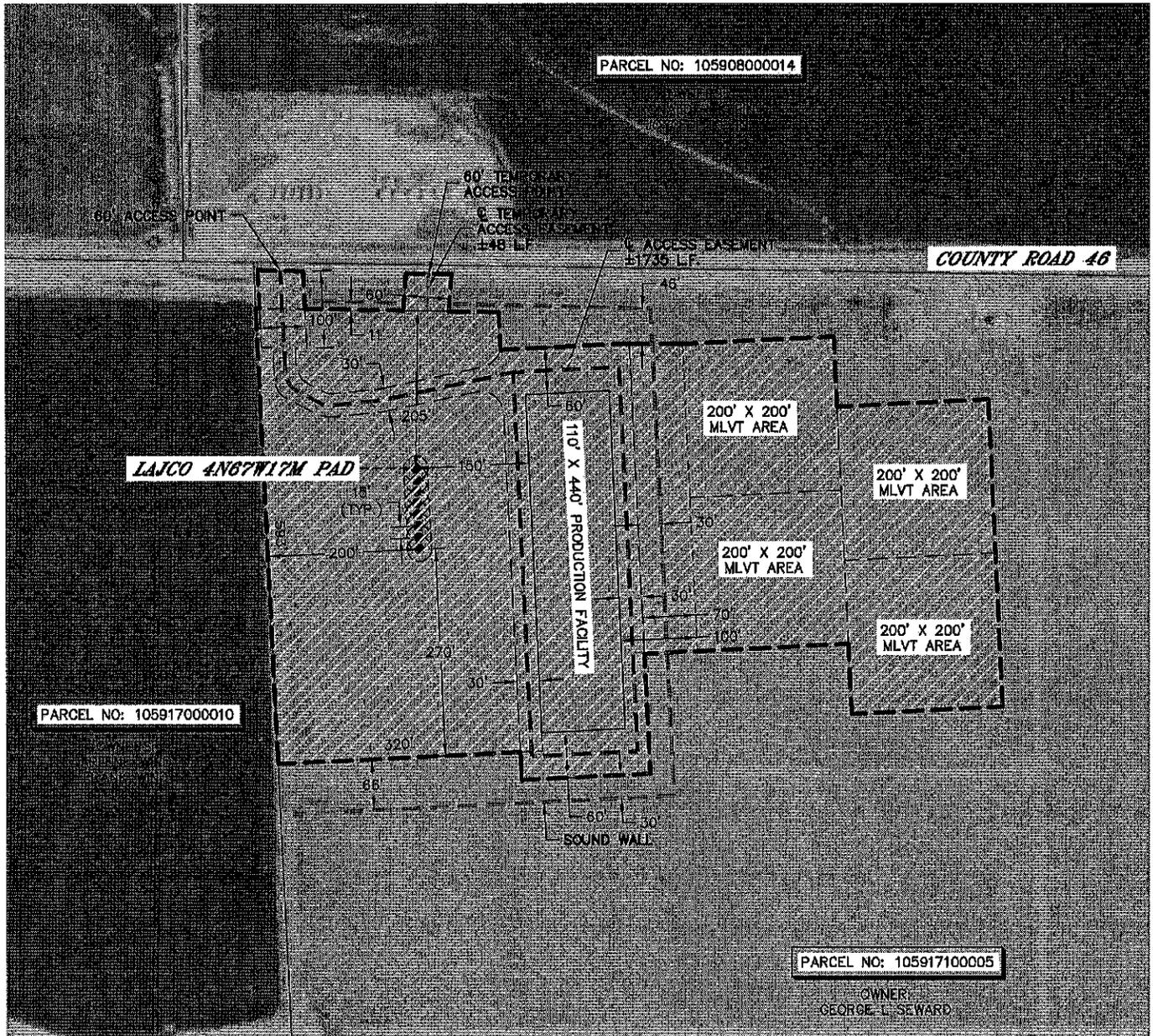
EXHIBIT "A" Page 1 of 2

This Exhibit "A" is attached to and made a part of that certain Surface Use Agreement by and between George L. Seward Owner, and PDC Energy, Inc., Company. Covering the following lands:

Township 4 North, Range 67 West, 6th P.M.
 Section 17: NW1/4NE1/4
 Weld County, Colorado

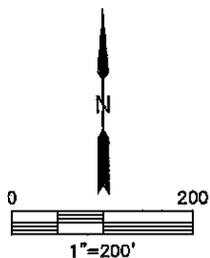
BY: _____ DATE: _____

George L. Seward



LEGEND

-  OIL AND GAS OPERATIONS AREA ("OGOA") = 10.9 ACRES
-  APPROXIMATE Q ACCESS EASEMENT
-  APPROXIMATE Q TEMPORARY ACCESS EASEMENT
-  SOUND WALL, TEMPORARY USE DRILLING AND COMPLETION



DATE: 7/13/2015
 PROJECT#: 2014134

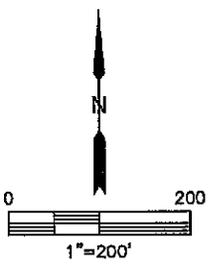
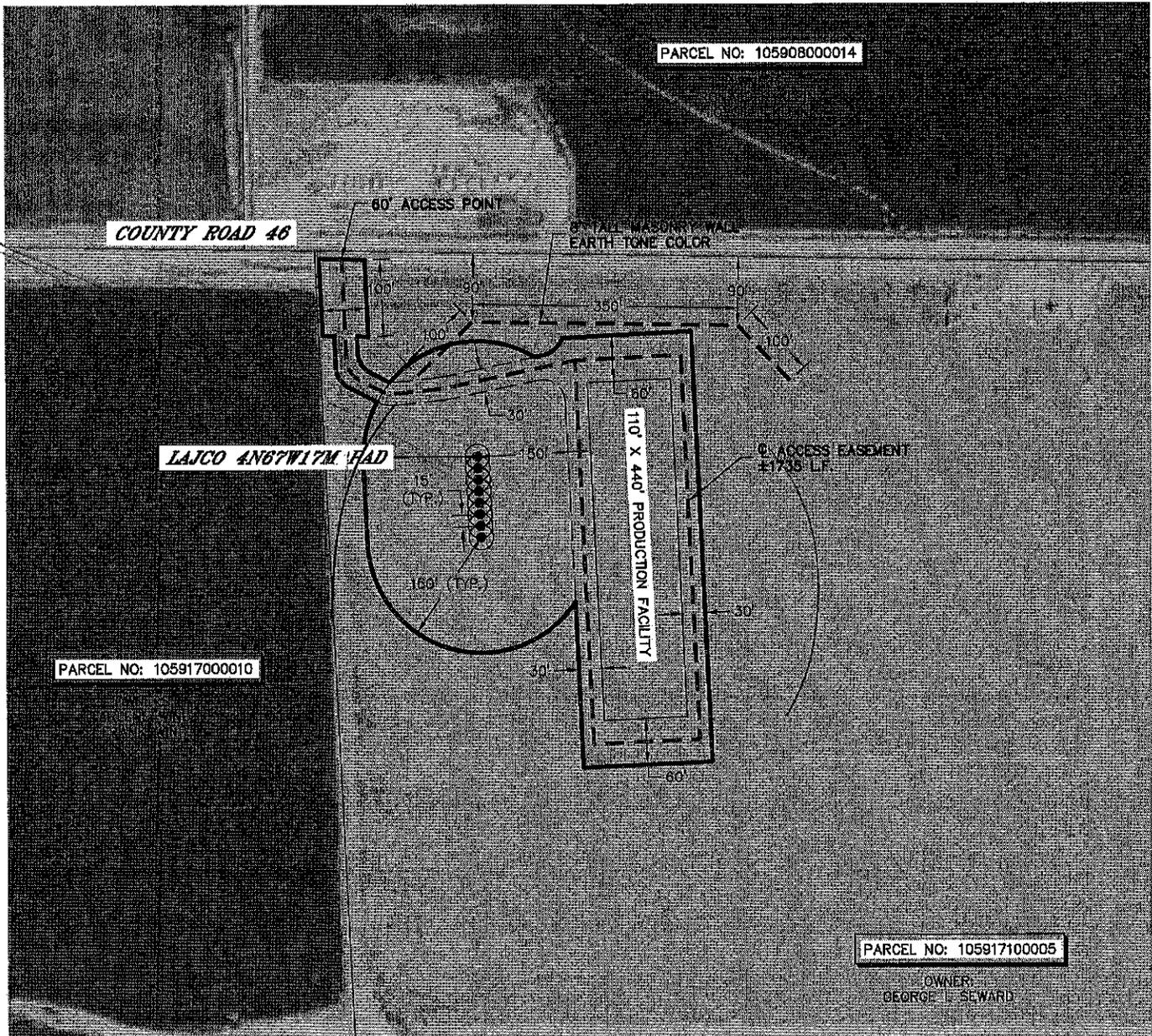
EXHIBIT "A" Page 2 of 2

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Township 4 North, Range 67 West, 6th P.M.
Section 17: NW1/4NE1/4
Weld County, Colorado

BY: _____ DATE: _____

George L. Seward



LEGEND

-  PERMANENT DISTURBANCE = 4.6 ACRES
-  APPROXIMATE \odot ACCESS EASEMENT
-  PROPOSED 8' TALL MASONRY WALL



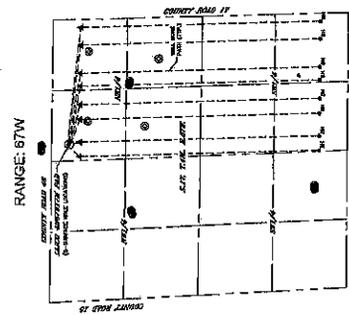
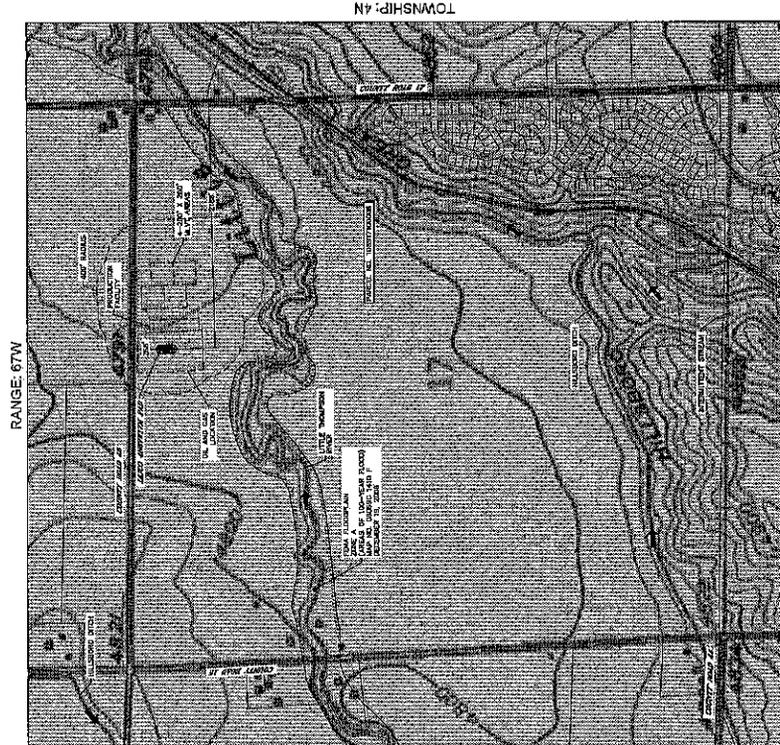
DATE: 7/13/2015
PROJECT#: 2014134

PDC Johnstown
Masonry Wall Prototype



PDC ENERGY, INC. LAJCO WELLS MASTER SITE PLAN LAJCO WELLS 17M-423, 17U-203, 17U-243, 17M-323, 17R-223, 17R-303, 17R-403, 17R-243, 17M-323

An Oil And Gas Production Facility
Located in the Northeast Quarter of Section 17, Township 4 North, Range 67 West of the 6th P.M.,
Town of Johnstown, County of Weld, State of Colorado



KEY MAP
SCALE: 1"=100'

SHEET INDEX
SHEET 1 - CONVEY / MONETARY MAP
SHEET 2 - DETAILED SITE PLAN
SHEET 3 - PRODUCTION / WELLHEAD SITE LOCATION MAP
SHEET 4 - WELLHEAD PLANS THROUGH COURTESY
SHEET 5 - DETAILS



PROPERTY INFORMATION

OWNER: PDC ENERGY, INC.
ADDRESS: 8250 W. 10th Street, Unit 2, Greeley, CO 80634
COUNTY: WELD COUNTY, COLORADO
TOWNSHIP: 4 NORTH
RANGE: 67 WEST
SECTION: 17 NE
ACRES: 160.00

CONTACTS

- APPLICANT**
 - PDC ENERGY, INC.
 - 8250 W. 10th Street, Unit 2
 - Greeley, CO 80634
 - TEL: 970-338-4222
- PROPERTY OWNERS**
 - WELLS, JAMES R.
 - 1000 W. 10th Street, Unit 2
 - Greeley, CO 80634
 - TEL: 970-338-4222
- TOWN OF JOHNSTOWN**
 - 1000 W. 10th Street, Unit 2
 - Greeley, CO 80634
 - TEL: 970-338-4222
- WELD COUNTY**
 - 1000 W. 10th Street, Unit 2
 - Greeley, CO 80634
 - TEL: 970-338-4222
- SUBDIVISION DEPARTMENT**
 - 1000 W. 10th Street, Unit 2
 - Greeley, CO 80634
 - TEL: 970-338-4222
- PRODUCTION PLANT**
 - 1000 W. 10th Street, Unit 2
 - Greeley, CO 80634
 - TEL: 970-338-4222
- ENVIRONMENTAL PROTECTION**
 - 1000 W. 10th Street, Unit 2
 - Greeley, CO 80634
 - TEL: 970-338-4222
- AGENCY PERSONNEL**
 - 1000 W. 10th Street, Unit 2
 - Greeley, CO 80634
 - TEL: 970-338-4222

TRANSPORTATION NOTES

1. PROVIDE SUFFICIENT CLEARANCE FOR ALL VEHICLES.
2. NOTES TO BE FOLLOWED AS SHOWN AFTER ALLOWING FOR PRODUCTION PLANT TRAFFIC.



Lot407, Inc.
Professional Land Surveyors
8250 W. 10th Street, Unit 2
Greeley, CO 80634
C: 970-515-5294

LAJCO WELLS MASTER SITE PLAN
FOR PDC ENERGY, INC.
8250 W. 10th Street, Unit 2
Greeley, CO 80634

1
SHEET 1 OF 5

DATE	5/12/2015	REVISIONS	DATE	5/29/15
PROJECT NAME	201415WELL	ISSUE NO.	SS	AS NOTED
CHECKED BY	BB	SCALE	AS NOTED	PROJECT #
				2014034

PDC ENERGY, INC. LAJCO MASTER SITE PLAN

USE BY SPECIAL REVIEW SITE PLAN

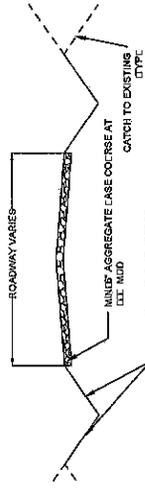
NOTES

1. SINCE MORE THAN 1 ACRE OF DISTURBANCE IS EXPECTED, THE APPLICANT SHALL OBTAIN A STORMWATER DISCHARGE PERMIT FROM THE STATE.
2. ALL DISTURBED AREAS NOT RECEIVING HARD-SURFACE IMPROVEMENTS SHALL BE SEEDED AND MULCHED AFTER CONSTRUCTION IS COMPLETE. SEED SHALL BE APPLIED AT THE RATE OF 100 LBS PER ACRE. MULCH SHALL BE APPLIED AT THE RATE OF 2 TONS PER ACRE. SEED AND MULCH SHALL BE SPECIFIED BY SEED PROVIDER. A TICKET OF THE SEED MIX SHALL BE PROVIDED UPON REQUEST.
3. CARE SHALL BE TAKEN TO ENSURE SEDIMENT AND POLLUTION DOES NOT LEAVE THE SITE.
4. IF SITE CONDITIONS WARRANT A MODIFICATION TO THIS SEDIMENT AND EROSION CONTROL PLAN, RECORD SHALL BE MADE ON THIS PLAN OF ANY AND ALL CHANGES.
5. SPARK ARRESTORS OR MATERIAL IS TRACKED ONTO OR 46. IT SHALL BE REMOVED WITHIN 24 HOURS OR AS DIRECTED BY A TOWN REPRESENTATIVE.
6. SILT FENCE MAY BE SUBSTITUTED FOR AN EARTHEN DIKE.
7. A CONCRETE WASHWATER DETAIL HAS BEEN PROVIDED IN THE EVENT CONCRETE IS USED ON-SITE.
8. INSPECTION AND MAINTENANCE OF EROSION CONTROL BMP'S SHALL OCCUR AS DELETED BY THE STATES STORMWATER DISCHARGE PERMIT.
9. POSSIBLE DIVERSION CHANNEL LOCATIONS ARE SHOWN ON THIS SHEET.
10. DISTURBED AREAS SHALL BE RETURNED TO A SHEET FLOW CONDITION PRIOR TO LEAVING THE SITE.
11. ROADSIDE SWALE CONVEYANCE ALONG THE SOUTH SIDE OF CR 46 SHALL NOT BE INHIBITED. CULVERTS SHALL BE INSTALLED AS NEEDED TO PROVIDE A SWALE. ALL WEATHER ACCESS AND NOT INHIBIT FLOW WITHIN THE ROADSIDE SWALE.
12. SOUND WALL DETAIL (PROVIDED BY PDC ENERGY, INC.) SHALL BE CONSTRUCTED PER MANUFACTURER SPECIFICATIONS AND IS SHOWN ON SHEET 5 OF 5.

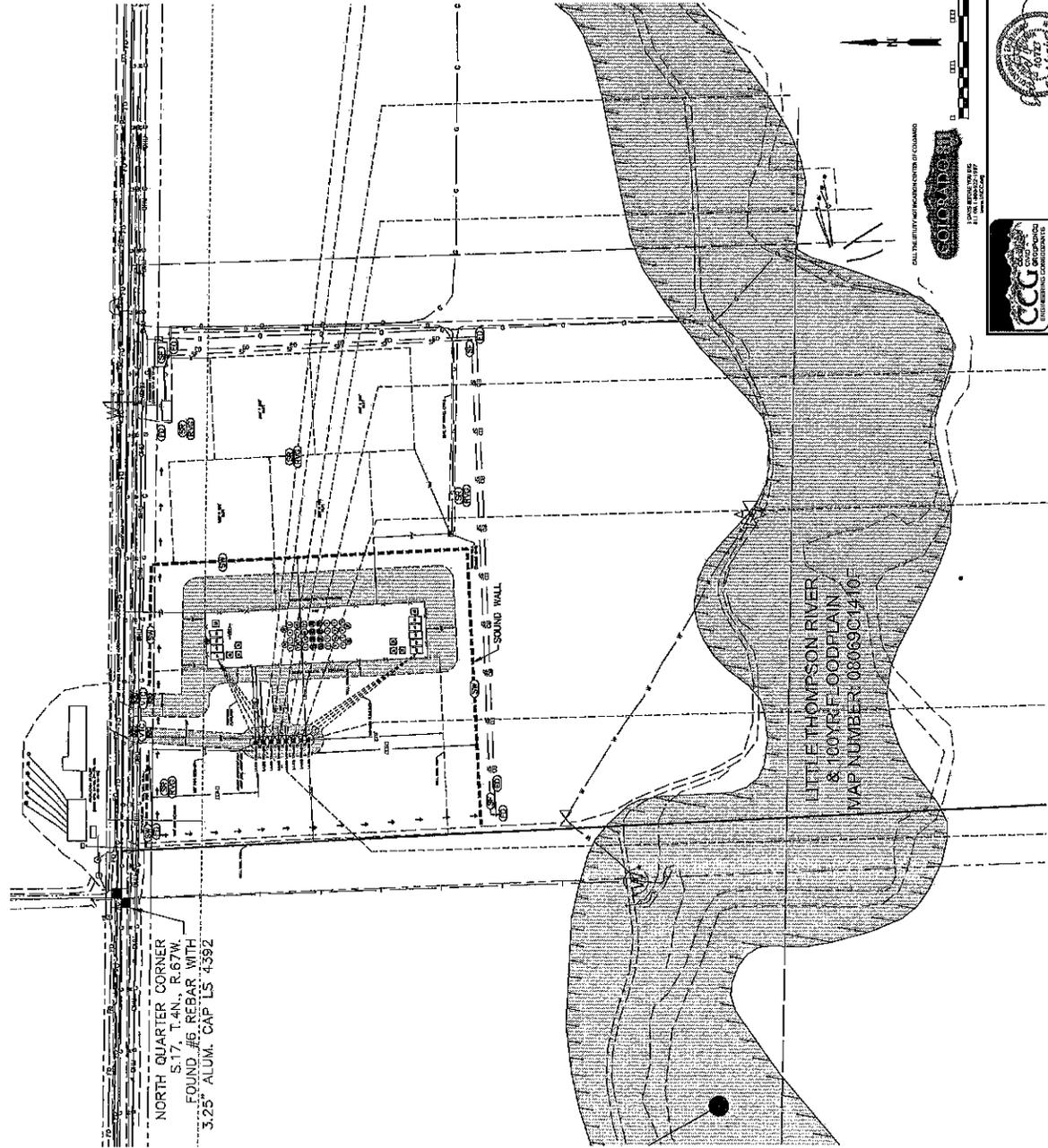
LEGEND

- SILT FENCE
- EARTHEN DIKE
- FLOW DIVERSION
- VEHICLE TRACKING CONTROL PAD
- SURFACE ROUGHENING
- REVEGETATION
- SOUND WALL

ACCESS ROAD



1. ACCESS ROADS TO TANK BATTERIES SHALL AT A MINIMUM BE:
 - A. A GRADED GRAVEL ROADWAY AT LEAST 20' WIDE AND WITH A MINIMUM UNCONSTRUCTED OVERHEAD CLEARANCE OF THIRTEEN FEET SIX INCHES, HAVING A PREPARED SUB-GRADE AND AN AGGREGATE BASE COURSE SURFACE A MINIMUM THICKNESS OF 12 INCHES.
 - B. A GRADY AND FINISHED ROADWAY TO THE MINIMUM PERCENT (BASE) OF THE MINIMUM DENSITY STANDARD PRACTICE FOR THE AGGREGATE MATERIAL AT A MINIMUM. SHALL MEET THE REQUIREMENT FOR CLASS 6, AGGREGATE BASE COURSE AS SPECIFIED IN THE COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
 - C. GRADES SHALL BE ESTABLISHED SO AS TO PROVIDE DRAINAGE FROM THE ROADWAY TO THE ADJACENT WATERSHEDS (I.E. ROADSIDE SWALES, GULLCHES, RIVERS, CREEKS, ETC.) BY MEANS OF AN ADEQUATE CULVERT PIPE.
 - D. MAINTAINED SO AS TO PROVIDE A PASSABLE ROADWAY GENERALLY FREE OF RUTS.



DATE	9/16/2016	DRAWN BY	DWH	CHECKED BY	DWH	SHEET	1	OF	107
REVISIONS		DATE							

LAJCO WELLS MASTER SITE PLAN

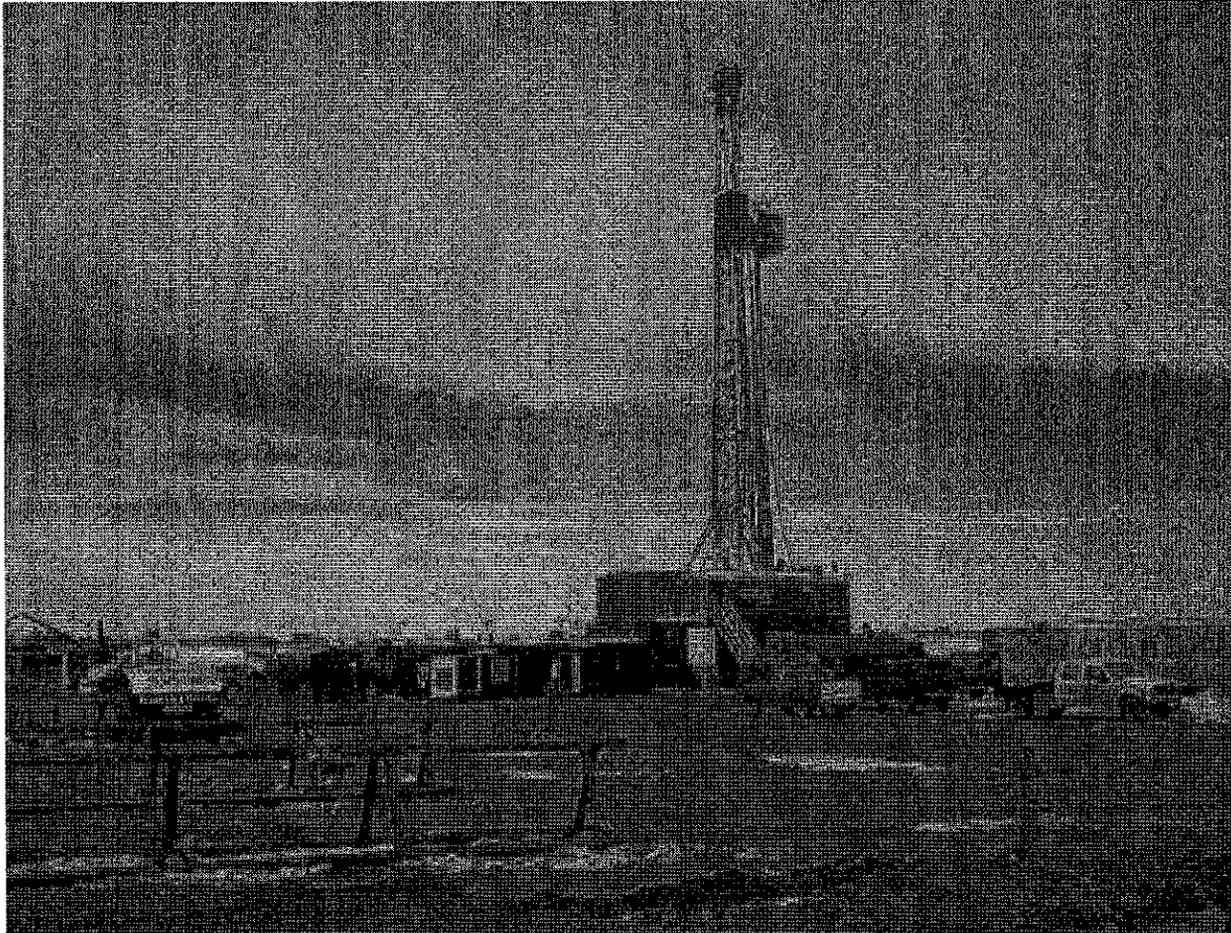
FOR
 PDC ENERGY, INC.
 3801 CAMDEN AVENUE
 EVANS, CO 80620

4

SHEET 4 OF 5

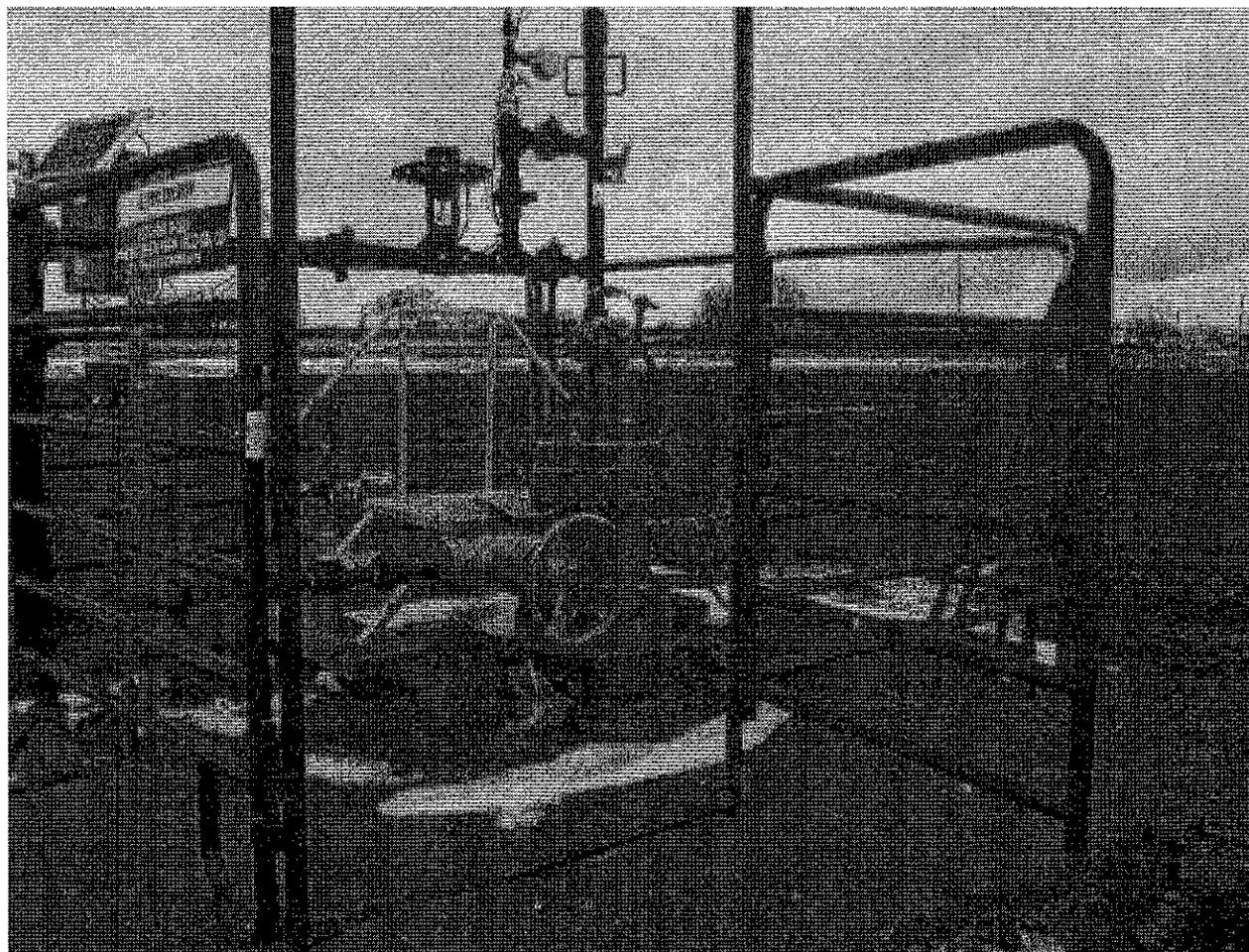
6. Graphics

6.1 TYPICAL DRILLING RIG



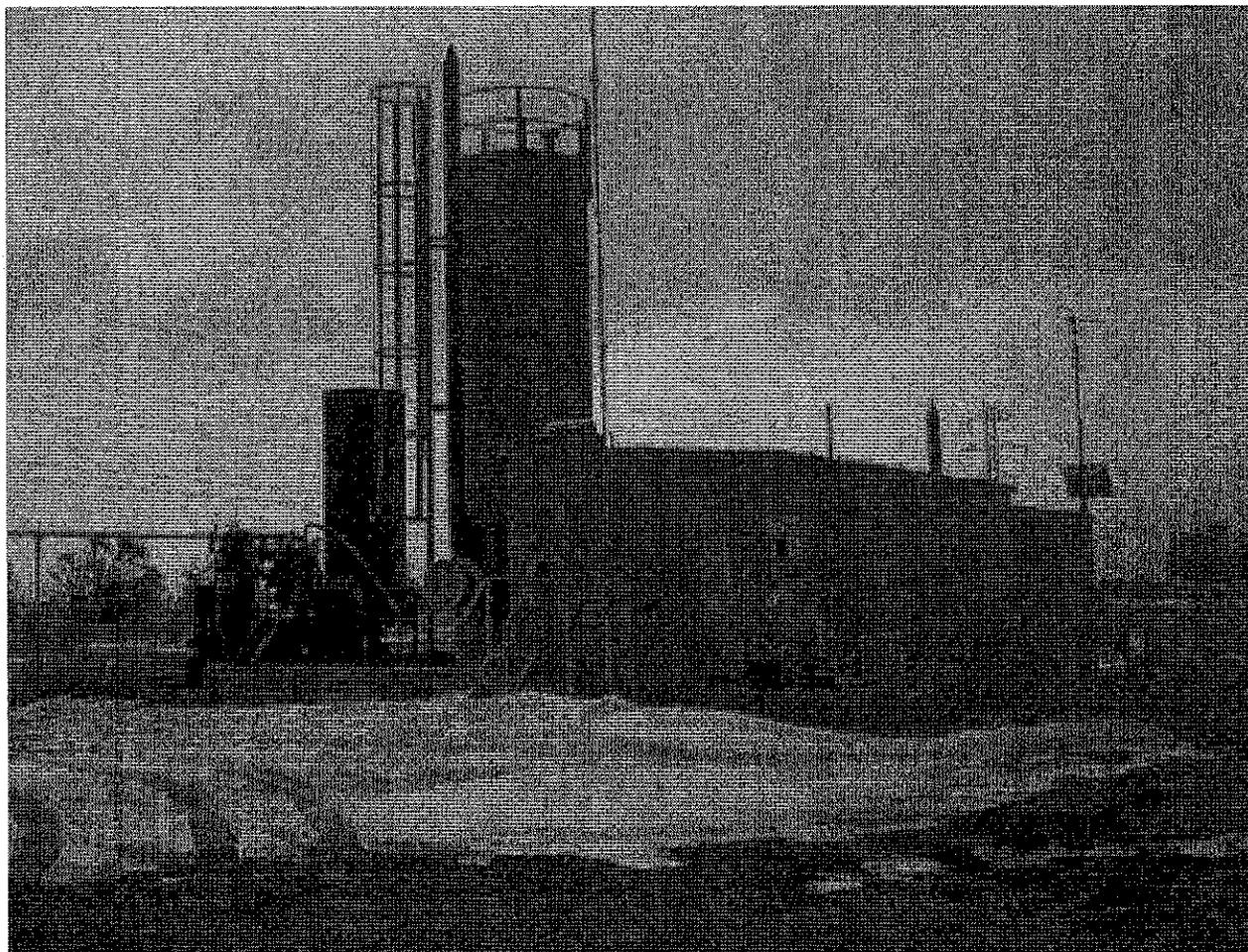
6.2

TYPICAL WELLHEAD



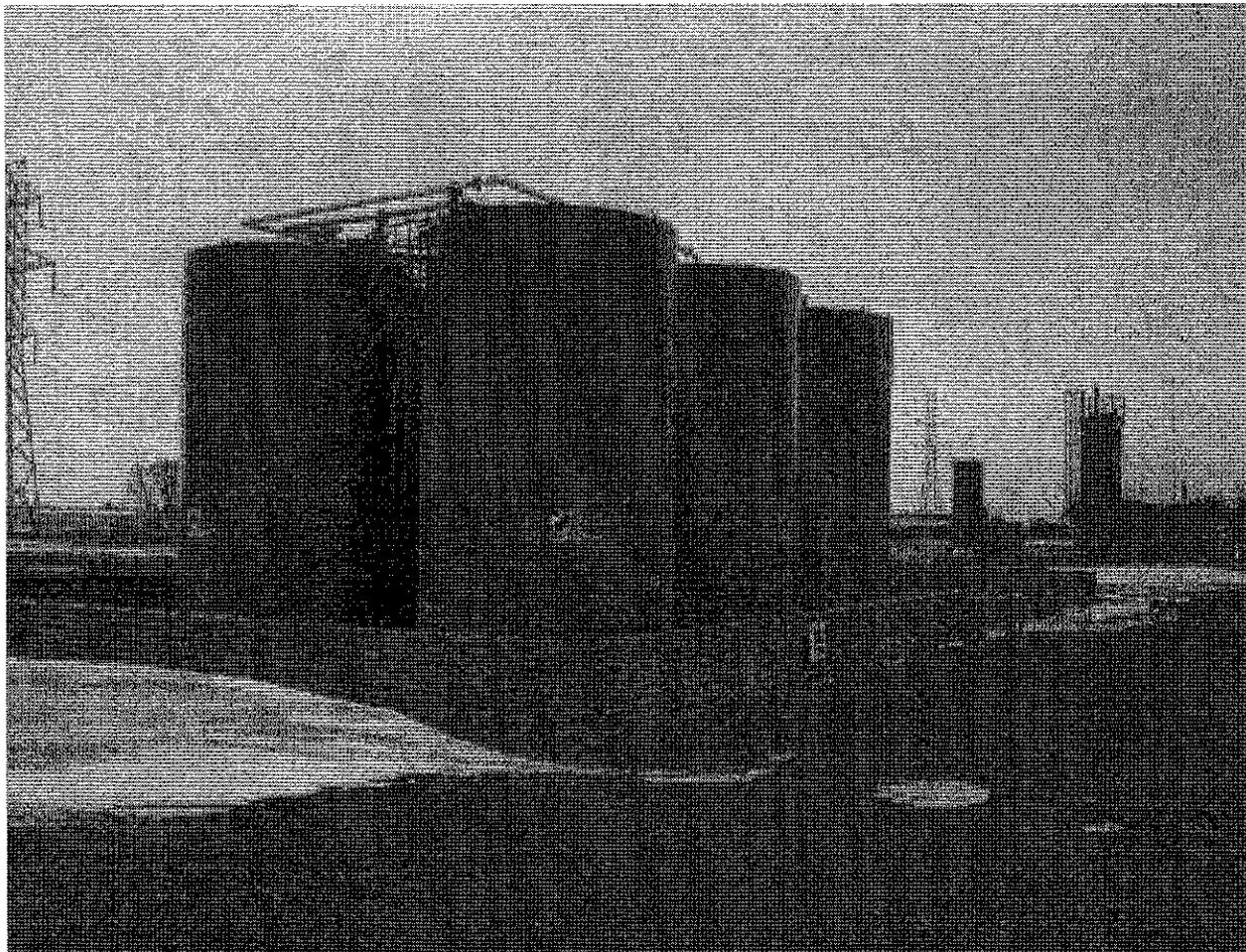
Lajo Wells 17M-223, 17M-323, 17R-223, 17R-243, 17R-303, 17R-403, 17U-303, 17U-443
T4N-R67W Sec. 17: NE
Town of Johnstown, County of Weld, Colorado

6.3 TYPICAL SEPARATOR AND METER HOUSE

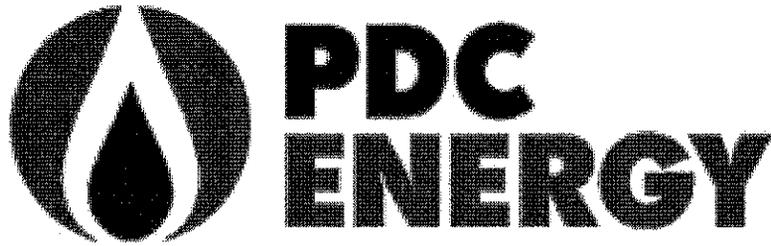


Lajco Wells 17M-223, 17M-323, 17R-223, 17R-243, 17R-303, 17R-403, 17U-303, 17U-443
T4N-R67W Sec. 17: NE
Town of Johnstown, County of Weld, Colorado

6.4 TYPICAL OIL AND WATER TANK



Lajco Wells 17M-223, 17M-323, 17R-223, 17R-243, 17R-303, 17R-403, 17U-303, 17U-443
T4N-R67W Sec. 17: NE
Town of Johnstown, County of Weld, Colorado



EMERGENCY RESPONSE PLAN



Oil & Gas Exploration and Production Facilities Evans, CO Field Operations

Prepared by: PDC Energy

EHS Team

**Plan Effective Date: January 1, 2001
Version 1.4**

Revised: December 2013

PURPOSE

These procedures are created to protect PDC Energy's (PDCE's) employees and any other affected public in a potential emergency situation involving PDCE's Exploration and Production Operations. As a PDCE employee, your immediate course of action is to exercise extreme caution towards your fellow employees and affected public's safety; should an unforeseen emergency arise. Only once a determination has been made to rule out any danger to life, can focuses change towards taking precautions to protect from further property damage.

Federal and/State Regulatory standards address different levels of emergencies in their regulations. Our Emergency Response Plan addresses the following:

- **Media Relations - Crisis Communication Plan (CCP)**
 - facilitate employer and employee communication in a clear and concise manner during emergency situations

- **Incident Command System (ICS)**
 - standardized, on-scene, all-hazard incident management concept and is designed to react to:
 - Varying types of incidents
 - Fire and/or explosion
 - Medical emergency
 - Spill and/or release
 - Well control event
 - Various levels of response
 - Defines roles and responsibilities
 - Outlines clear reporting channels
 - Specifies common terminology

QUICK GUIDE

General

- At a Glance Step by Step Procedure
- Incident Command Structure
- Crisis Communication Plan (Media Relations)
- Phone Directory (Internal / External)
- Maps / Well Routes

- Leak Classification / Action Criteria
- Natural Gas Odor Relationship
- Stay Gas Response Protocol Flow Chart

Environmental Spills

- Spill Response Flowchart
- Oil Discharge Control Techniques

Well Control

- Incident Response Levels
- Intervention Action Plan Overview
- Work Zone Organization

Incident Reporting

- State & Federal Requirements / Contacts
- Insurance Carriers
- Incident Report

AT A GLANCE:

Step-by-Step Procedure for Responding and Controlling an Emergency Situation:

(1)	From a safe distance, assess the scope of the emergency and surrounding area
(2)	If immediate danger to life exist, call <u>911</u> (if available) or use the <u>County Emergency Dispatch Center Phone List</u>
(3)	Contact your area supervisor and a member of the EHS Dept. immediately using <u>PDC Energy Emergency Phone List</u>
(4)	If necessary, evacuate the immediate vicinity and setup a safe perimeter using the <u>Gas Leak Classification and Action Criteria</u>
(5)	Maintain the perimeter until assistance arrives or follow out managers/supervisors recommendations with extreme caution for your own safety (Remember do not take any action until the proper emergency equipment and trained personnel arrive!!!) <u>Spill Response Guidelines</u>
(6)	Setup good communication channels using a combination of mobile phones and radios if necessary (If radios are only effective means of communication and not available in trucks; request portables from field office) <ul style="list-style-type: none">• Media Relations - Crisis Communication Plan (CCP)• Incident Command Structure (ICP)
(7)	If additional equipment is needed, notify management so they can refer to the <u>Service Vendor/Contractor List</u>
(8)	If you or a member of management needs to contact another <u>Local Oil and Gas Operator and Distributor Emergency Phone List</u>
(9)	If the accident requires state or federal agency reporting, be sure to notify management to make contact <u>State and Federal Emergency Reporting Requirements Phone List</u>
(10)	Be sure you or a member of management documents the events and conditions ASAP <u>PDCE Safety & Env. Incident Investigation Report</u>

