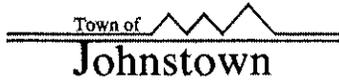


***TOWN COUNCIL***

***MEETING***

***PACKET***

**December 19, 2016**



**Town Council  
Agenda  
Monday, December 19, 2016  
Town Hall, Council Chambers  
450 So. Parish Avenue  
7:00 PM**



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

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

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

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

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- 6) **CONSENT AGENDA**
    - A) Town Council Meeting –December 5, 2016
    - B) Payment of Bills
    - C) November Financial Statements
    - D) Agreement for the Sampling and Analysis of Water-Weld County Commissioners on behalf of the Weld County Department of Health and Environment
    - E) Agreement with Larimer Humane Society
    - F) Resolution No. 2016-15, Approving Amendment to 2534 Design Guidelines Proposed Land Use Plan (Multi-Family Use) for Gerrard Family Partnership on behalf of Continental Properties
    - G) Orders Approving Change of Ownership and Location of Johnstown Liquor, Inc.
  - 7) **STAFF REPORTS**
  - 8) **OLD BUSINESS**
  - 9) **NEW BUSINESS**
    - A) Consider 3.2% Beer Retail License (Off Premises) Renewal for Hays Market Inc.
    - B) Consider 3.2% Beer Retail License (Off Premises) Renewal for 7-Eleven Store 34238A
    - C) Consider Beer and Wine Liquor License Renewal for Starbucks 11169
    - D) **\*Public Hearing (First Reading)** – Ordinance No. 2016-145, An Ordinance Repealing and Replacing Sections 13-11 through 13-20 and Repealing Section 13-28 of Article II of Chapter 13 of the Johnstown Municipal Code Concerning Sewers
    - E) Consider Office Lease between the Town of Johnstown and Liberty Firearms Institute, LLC Regarding Police Substation
  - 10) **COUNCIL REPORTS AND COMMENTS**
  - 11) **MAYOR'S COMMENTS**
  - 12) **ADJOURN**
- 

**NOTICE OF ACCOMODATION**

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

**AGENDA ITEMS 6A-G**

**CONSENT**

**AGENDA**

- **Council Minutes – December 5, 2016**
  - **Payment of Bills**
    - **November Financial Statements**
  - **Agreement for Sampling/Analysis of Water –Weld County**
- **Larimer Humane Society Agreement**
  - **Resolution No. 2016-15**  
**(Amendment to 2534 Design Guidelines-Continental Properties)**
  - **Orders Approving Change of Ownership/Location**  
**(Johnstown Liquor, Inc.)**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** December 19, 2016

**ITEM NUMBER:** 6A-G

**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-December 5, 2016
- B) Payment of Bills
- C) November Financial Statements
- D) \*Agreement for the Sampling and Analysis of Water – Weld County Commissioners on behalf of the Weld County Department of Public Health and Environment
- E) \*\*Agreement between the Town of Johnstown and Larimer Humane Society
- F) \*\*\* Resolution No. 2016-15, Approving Amendment to 2534 Design Guidelines Proposed Land Use Plan (Multi-Family Use) for Gerrard Family Partnership on behalf of Continental Properties
- G) \*\*\*\* Orders Approving Change of Ownership and Location of Johnstown Liquor, Inc.

\*For the past several years the Town of Johnstown has utilized the services of Weld County Department of Public Health and Environment for the testing of its drinking water. If approved, the agreement will become effective on January 1, 2017 and automatically renew from year to year, unless otherwise sooner terminated. The Agreement provides that either party may terminate the Agreement upon thirty (30) days written notice to the other party. The Water/Wastewater Superintendent and Town Attorney have reviewed the agreement.

\*\*The agreement was previously reviewed by the Town Attorney in 2016. The only changes to the agreement are found in paragraph 10, page 5 – “Fee Schedule.” This paragraph indicates a daily cost of care fee increase from \$10.00 per day per animal to \$15.00. There is also an increase to daily cost of care of animals boarded for long term from \$10.00 per day to \$15.00 for cats and small to medium dogs, and from \$25.00 per day to \$30.00 for large dogs. All other items contained in the agreement remain the same as in the 2016 agreement.

\*\*\*The attached Resolution merely memorializes the action of the Town Council which approved the amendment to the 2534 Land Use Plan for Gerrard Family Partnership on behalf of Continental Properties on December 5, 2016.

\*\*\*\*On November 7, 2016 and December 5, 2016 Town Council held public hearings related to Johnstown Liquor Inc., a hearing on the applicant’s notice of change of ownership and a hearing on the applicant’s request to change the location of the licensed premises. Town Council approved the applications. C.R.S. Section 12-47-312 provides that the local licensing authority shall issue a written order within thirty (30) days of approval or denial of a liquor license application.

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

**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** Approve Consent Agenda

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**SUGGESTED MOTION:**

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

**For Denial:**

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**Reviewed:**

  
**Town Manager**

**COUNCIL  
MINUTES**

The Town Council of the Town of Johnstown met on Monday, December 5, 2016 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor James led the Pledge of Allegiance.

Roll Call:

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

Also present: Avi Rocklin, Town Attorney, Roy Lauricello, Town Manager John Franklin, Town Planner, Aaron Sanchez, Police Commander and Diana Seele, Town Clerk/Treasurer

Agenda Approval

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

Recognitions and Proclamations

Mayor James recognized the Roosevelt Ladies Cross Country Team for the outstanding season this year.

Public Comment

Mr. Jason Johnston, 4218 Angelica Place, Johnstown addressed the Johnstown Council in support of Johnstown Resolution No. 2016-10A, Opposing Stroh Pit Quarry Use by Special Review.

Consent Agenda

Councilmember Mellon made a motion seconded by Councilmember Lebsack to remove Resolution No. 2016-11 for further discussion and approve the amended Consent Agenda with the following items included:

- November 21, 2016 - Town Council Meeting Minutes
- Resolution No. 2016-10A, Opposing Stroh Pit Quarry Use by Special Review (USR 01Z1379)

Motion carried with a unanimous vote.

Councilmember Mitchell made a motion seconded by Councilmember Davis to approve Resolution No. 2016-11, Committing Funds for the Construction of a Community Recreation Center during the 2018 Calendar Year. Motion carried with a unanimous vote.

New Business

A. Resolution No. 2016-12, A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Town of Johnstown, Colorado for the Calendar Year Beginning on the First Day of January 2017 and Ending on the Last Day of December, 2017 – Councilmember Mellon made a motion seconded by Councilmember Young to approve Resolution No. 2016-12.

B. Resolution No. 2016-13, A Resolution Appropriating Sums of Money to the Various Funds and Spending Agencies in the Amounts and for the Purposes as Set Forth, for the Town of Johnstown, Colorado for the 2017 Budget Year – Councilmember Lebsack made a motion seconded by Councilmember Molinar Jr. to approve Resolution No. 2016-13. Motion carried with a unanimous vote.

C. Resolution No. 2016-14, A Resolution Levying General Property Taxes for the Year 2017, to Help Defray the Costs of Government for the Town of Johnstown, Colorado for the 2017 Budget Year – Councilmember Mellon made a motion seconded by Councilmember Davis to approve Resolution No. 2016-14. Motion carried with a unanimous vote.

D. Public Hearing – Amendment to 2534 Design Guidelines Proposed Land Use Plan (Multi-Family Use) – Gerrard Family Partnership on behalf of Continental Properties - This is a request by the property owner, Gerrard Family Partnership, LLC on behalf of Continental Properties, for approval of an amendment to the 2534 Design Guidelines Land Use Plan. The amendment would include Multi-Family Residential and accessory uses on Lots 1 & 2 of Block 9, 2534 9<sup>th</sup> Filing. As part of the application and to enhance the residential environment, Gerrard and Continental agreed to develop the private open space area east of the site as a high-quality park with concrete walks, landscaping, picnic facilities and benches. The owner also agreed to re-designate Lots 4 & 5, 2534 Filing No. 12 to the east for Office Flex and Retail Uses.

Mayor James opened the Public Hearing at 7:30 p.m. Those who spoke in favor of the amendment: Gary Gerrard and Ryan Schaeffer stated the land use is compatible with existing uses in the 2534 development. With no further comments Mayor James closed the Public Hearing at 8:21 p.m.

Councilmember Young made a motion seconded by Councilmember Lebsack to approve the Amendment to the 2534 Design Guidelines to change the Land Use Plan for Lots 1 & 2, Block 9, 2534 Subdivision 9<sup>th</sup> Filing, from C. Light Industrial, Office, Flex and Retail uses to B.2 Office, Flex, Retail and Multi-Family, and to change the Land Use Plan for Lots 4 and 5, 2534 Filing No. 12 from C. Light Industrial, Flex, Office and Retail to B.1 Office, Flex and Retail Uses subject to the following Planning and Zoning conditions: 1. The development of the adjoining private open space into a quality amenity shall be concurrent with the development of the multi-family project. 2. The quality of the overall project including architecture and amenities shall be equal or better than the representations provided with the request, including use of stucco and stone/brick. 3. Potential impacts of the proposed multi-family such as parking lots and drives, and site lighting on the nearby single family neighborhoods will need to be considered in the final design. Motion carried with a unanimous vote.

Council recessed at 8:24 p.m. until 8:30 p.m.

E. Continued Public Hearing – Report of Change of Ownership of Johnstown Liquor, Inc. – Councilmember Mellon made a motion seconded by Councilmember Lebsack to reopen the Public Hearing at 8:31 p.m. The Town Council conducted a Public Hearing on November 7, 2016 and passed a motion in favor of the applicant's request for a change of ownership. At the conclusion of the hearing, Town Council passed a motion in favor of the applicant's request. On November 9, 2016, Johnstown

Liquor Inc. filed a request to reopen the public hearing to allow additional evidence. The Public Hearing closed at 9:02 p.m. Councilmember Mitchell made a motion seconded by Councilmember Lebsack to approve the change of ownership of Johnstown Liquor, Inc. for liquor licensing purposes and allow Mr. Arnold Martinez to hold the privileges associated with Liquor License No. 14-72739-0000. Motion carried with an aye vote. Councilmember Young voted no.

F. Continued Public Hearing – Change of Location Permit and Temporary Modification of Premises for Johnstown Liquor, Inc. – Councilmember Mellon made a motion seconded by Councilmember Lebsack to open the Public Hearing at 9:04 p.m. The Town Council conducted a Public Hearing on November 7, 2016 and passed a motion in favor of the applicant’s request to change the location of the premises from 21 S. Parish Avenue to 257 Johnstown Center Drive, Units 101, 102 & 103. At the conclusion of the hearing, Town Council passed a motion in favor of the applicant’s request. On November 9, 2016, Johnstown Liquor Inc. filed a request to reopen the public hearing to allow additional evidence. The Public Hearing closed at 9:06 p.m. Councilmember Lebsack made a motion seconded by Councilmember Mellon to approve the Application for Change of Location Permit for Johnstown Liquor Inc. Motion carried with an aye vote. Councilmembers Davis and Mitchell voted no.

10. Executive Session

A. Conference with the Town Attorney Pursuant to C.R.S. Section 24-6-402(4)(b) Regarding Johnstown Plaza Metropolitan District’s Improvements along Thompson Parkway - Councilmember Mellon made a motion seconded by Councilmember Lebsack to recess into Executive Session at 9:08 p.m.

Mayor James reopened the meeting at 9:28 p.m. and stated the only item discussed was to obtain legal advice regarding Johnstown Plaza Metropolitan District’s construction of public improvements along Thompson Parkway.

There being no further business to come before Council the meeting adjourned at 9:35 p.m.

Mayor

Town Clerk/Treasurer

**PAYMENT  
OF  
BILLS**

<b>BILLS SUBMITTED FOR PAYMENT- DECEMBER 2016</b>	
A-B & C ENTERPRISES INC.	\$ 87.75
ACE HARDWARE	\$ 461.63
ADVANCED MECHANICAL	\$ 500.00
BRANDON COPELAND	\$ 488.32
BUCKEYE WELDING SUPPLY	\$ 21.72
CASELLE	\$ 686.00
CDR PROPANE SERVICES LLC	\$ 824.25
CENTURY LINK	\$ 327.87
CINTAS	\$ 382.05
COLORADO ANALYTICAL	\$ 460.00
COLORADO INSPECTION CONNECTION	\$ 8,600.00
CONTRACTORS EQUIPMENT CENTER	\$ 874.40
COREN PRINTING	\$ 140.00
DPC INDUSTRIES INC.	\$ 16,853.91
ENVIROTECH SERVICES INC.	\$ 2,713.48
FAN EQUIPMENT CO., INC.	\$ 9,374.26
FARIS MACHINERY CO	\$ 1,226.41
FELSBURG HOLT & ULLEVIG	\$ 375.00
FIRST CLASS SECURITY SYSTEMS	\$ 456.40
FIRST NATIONAL BANK	\$ 1,450.53
G&K SERVICES	\$ 205.80
GALLS/QUARTERMASTER	\$ 531.88
GCR TIRES & SERVICE	\$ 433.68
GRAINGER	\$ 377.79
GREYSTONE TECHNOLOGY	\$ 1,075.00
HACH COMPANY	\$ 210.89
HAYS MARKET	\$ 291.02
HEART SMART, INC.	\$ 182.95
HELTON & WILLIAMSEN, P.C.	\$ 1,500.00
HILL & ROBBINS PC	\$ 345.00
INERTIA AUTOMATION, INC.	\$ 399.52
INTERSTATE BATTERY OF THE ROCKIES	\$ 485.64
J & S CONTRACTORS SUPPLY CO	\$ 862.00
JENSEN ARMS	\$ 137.79
JOHNSTOWN BREEZE	\$ 684.30
JOHNSOWN-MILLIKEN ROTARY CLUB	\$ 144.00
KORF CONTINENTAL	\$ 3,620.00
LAW OFFICE OF AVI ROCKLIN	\$ 7,079.50
LAZAR, MICHAEL A.	\$ 1,237.50
LOVELAND BEAR ALIGNMENT	\$ 70.00
LOWE'S	\$ 21.36
MARES AUTO INC.	\$ 15.00
MARIPOSA PLANTS	\$ 85.00
MCDONALD FARMS ENTERPRISES INC.	\$ 12,960.00
MILLIKEN JOHNSTOWN ELECTRIC	\$ 1,070.00
MISSION COMMUNICATIONS, LLC	\$ 1,042.20
MOUNTAIN STATE PIPE AND SUPPLY	\$ 806.42
NAPA AUTO PARTS	\$ 246.06
NEVE'S UNIFORMS & EQUIPMENT	\$ 13.95
NORTHERN SAFETY CO. INC.	\$ 310.14
OFFICE DEPOT	\$ 62.12
OZTEK COMMERCIAL SERVICES	\$ 3,556.95
PAETEC	\$ 1,766.61
POUDRE VALLEY REA	\$ 10,061.14
PURCHASE POWER	\$ 301.50

QUILL	\$	133.54
REX OIL	\$	3,459.80
SAFETY AND CONSTRUCTION SUPPLY	\$	212.74
SIRCHIE	\$	273.80
SOME'S WORLD WIDE UNIFROMS INC.	\$	42.00
SOUTHWEST DIRECT, INC.	\$	2,683.79
SUPPLY WORKS	\$	1,101.29
TDS	\$	399.35
TTG ENGINEERS	\$	756.40
UNITED POWER	\$	749.10
UTILITY NOTIFICATION CENTER	\$	444.73
VERIZON WIRELESS	\$	1,479.32
WASTE MANAGEMENT	\$	50,194.40
WELD COUNTY PUBLIC SAFETY	\$	75.00
WESTERN FIRE EXTINGUISHER	\$	83.00
WINTERS, HELLERICH & HUGHES	\$	3,260.00
XCEL ENERGY	\$	42,224.80
YOST CLEANING	\$	1,972.00
	\$	<b>208,041.75</b>

**NOVEMBER  
FINANCIAL  
STATEMENTS**

# EXECUTIVE SUMMARY NOVEMBER 2016

92.00%

	Actual	Budget	Variance	%
<b>GENERAL</b>				
<u>Revenues</u>	10,776,074.00	7,417,300.00	(3,358,774.00)	145%
<u>Expenditures</u>				
Legislative	27,070.00	34,600.00	7,530.00	78%
Judicial	32,297.00	41,500.00	9,203.00	78%
Elections	14,887.00	22,500.00	7,613.00	66%
Administration	324,804.00	380,300.00	55,496.00	85%
Planning & Zoning	149,136.00	174,900.00	25,764.00	85%
Police	1,510,202.00	1,938,200.00	427,998.00	78%
Protective Inspections	131,065.00	183,700.00	52,635.00	71%
Streets	1,022,589.00	1,280,700.00	258,111.00	80%
Cemetery	30,222.00	38,100.00	7,878.00	79%
Animal Control	78,541.00	92,000.00	13,459.00	85%
Senior Coordinator	56,089.00	68,000.00	11,911.00	82%
Parks	44,720.00	62,200.00	17,480.00	72%
Community	212,731.00	379,900.00	167,169.00	56%
Transfers	1,815,393.00	1,963,900.00	148,507.00	92%
<u>Total Expenditures</u>	5,449,746.00	6,660,500.00	1,210,754.00	82%
 Excess Revenues over Expenditures	 5,326,328.00			

# EXECUTIVE SUMMARY NOVEMBER 2016

92%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
<b>WATER</b>				
<u>Revenues</u>	4,701,279.00	2,237,200.00	(2,464,079.00)	210%
<u>Expenditures</u>				
Administration	141,753.00	225,400.00	83,647.00	63%
Operations	1,079,409.00	1,517,800.00	438,391.00	71%
Transfer	-	90,000.00	90,000.00	0%
	1,221,162.00	1,833,200.00	612,038.00	67%
Excess Revenues over Expenditures	3,480,117.00			

# EXECUTIVE SUMMARY NOVEMBER 2016

92.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
<b>WASTEWATER</b>				
<u>Revenues</u>	1,960,010.00	1,655,000.00	(305,010.00)	118%
<u>Expenditures</u>				
Administration	149,084.00	270,100.00	121,016.00	55%
Operation	719,617.00	1,193,000.00	473,383.00	60%
	868,701.00	1,463,100.00	594,399.00	59%
Excess Revenues over Expenditures	1,091,309.00			

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	14,642.61	4,509,446.13	3,367,000.00	( 1,142,446.13)	133.9
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	28,568.10	263,191.45	200,000.00	( 63,191.45)	131.6
01-01-4030-00 FRANCHISE TAXES	37,260.16	373,980.92	350,000.00	( 23,980.92)	106.9
01-01-4040-00 PENALTIES & INTEREST	976.99	2,475.86	4,000.00	1,524.14	61.9
01-01-4070-00 SALES TAX	253,173.86	2,848,893.44	1,950,000.00	( 898,893.44)	146.1
01-01-4075-00 LODGING TAX	2,731.45	15,239.97	17,000.00	1,760.03	89.7
01-01-4080-00 SEVERANCE TAX	.00	275,331.54	60,000.00	( 215,331.54)	458.9
<b>TOTAL TAXES</b>	<b>337,353.17</b>	<b>8,288,539.31</b>	<b>5,948,000.00</b>	<b>( 2,340,539.31)</b>	<b>139.4</b>
<u>LICENSES &amp; PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	798.75	3,045.21	700.00	( 2,345.21)	435.0
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	32.50	14,940.00	11,000.00	( 3,940.00)	135.8
01-02-4130-00 BUILDING PERMITS	24,356.38	976,182.66	280,000.00	( 696,182.66)	348.6
01-02-4140-00 DOG LICENSE & PERMITS OTHE	76.00	2,582.00	2,300.00	( 282.00)	112.3
01-02-4150-00 FINGERPRINTING	25.00	259.00	200.00	( 59.00)	129.5
<b>TOTAL LICENSES &amp; PERMITS</b>	<b>25,288.83</b>	<b>997,008.87</b>	<b>294,200.00</b>	<b>( 702,808.87)</b>	<b>338.9</b>
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	1,543.96	15,763.60	14,000.00	( 1,763.60)	112.6
01-03-4220-00 HIGHWAY USERS TAX	34,448.59	381,158.01	340,000.00	( 41,158.01)	112.1
01-03-4230-00 ADD. VEH. REG. FEE	5,048.50	47,778.00	42,000.00	( 5,778.00)	113.8
01-03-4240-00 COUNTY ROAD & BRIDGE	.00	128,416.99	70,000.00	( 58,416.99)	183.5
<b>TOTAL INTERGOVERNMENTAL</b>	<b>41,041.05</b>	<b>573,116.60</b>	<b>466,000.00</b>	<b>( 107,116.60)</b>	<b>123.0</b>
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOTS AND CARE	6,019.25	40,545.65	22,000.00	( 18,545.65)	184.3
01-04-4320-00 TRASH CHARGES	49,865.73	473,026.91	460,000.00	( 13,026.91)	102.8
01-04-4330-00 OTHER SERVICES	268.44	55,760.13	1,500.00	( 54,260.13)	3717.3
01-04-4340-00 FISHING PERMITS	.00	765.00	600.00	( 165.00)	127.5
<b>TOTAL CHARGES FOR SERVICES</b>	<b>56,153.42</b>	<b>570,097.69</b>	<b>484,100.00</b>	<b>( 85,997.69)</b>	<b>117.8</b>
<u>FINES</u>					
01-05-4410-00 MUNICIPAL COURT FINES & FE	14,136.14	128,004.55	75,000.00	( 53,004.55)	170.7
01-05-4420-00 SURCHARGE	2,785.00	23,448.35	7,500.00	( 15,948.35)	312.6
<b>TOTAL FINES</b>	<b>16,921.14</b>	<b>151,452.90</b>	<b>82,500.00</b>	<b>( 68,952.90)</b>	<b>183.6</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-06-4510-00 COMM. CENTER RENTAL FEES	830.00	15,579.50	10,000.00	( 5,579.50)	155.8
01-06-4530-00 REFUND OF EXPENDITURES	230.28	17,590.90	5,000.00	( 12,590.90)	351.8
01-06-4570-00 SCHOOL DISTRICT	.00	27,207.18	27,600.00	292.82	98.9
TOTAL MISCELLANEOUS	1,060.28	60,377.58	42,500.00	( 17,877.58)	142.1
<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00 EARNINGS ON INVESTMENTS	12,027.93	117,324.91	50,000.00	( 67,324.91)	234.7
TOTAL EARNINGS ON INVESTMENTS	12,027.93	117,324.91	50,000.00	( 67,324.91)	234.7
<u>SOURCE 08</u>					
01-08-4520-00 TRANSFER FROM WATER FUND	.00	.00	45,000.00	45,000.00	.0
01-08-4530-00 DEVELOPERS COST PAYMENT	( 19,238.50)	18,155.95	5,000.00	( 13,155.95)	363.1
TOTAL SOURCE 08	( 19,238.50)	18,155.95	50,000.00	31,844.05	36.3
TOTAL FUND REVENUE	470,607.12	10,776,073.81	7,417,300.00	( 3,358,773.81)	145.8

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00 BOARD MEMBERS COMPENSATION	1,650.00	18,900.00	22,800.00	3,900.00	82.9
01-10-5050-00 PAYROLL TAXES	126.24	1,448.07	1,800.00	353.93	80.3
01-10-5070-00 WORKMEN'S COMPENSATION	.00	741.65	1,100.00	358.35	67.4
01-10-6522-00 INSURANCE	.00	900.00	900.00	.00	100.0
01-10-6544-03 EQUIPMENT/SOFTWARE - IPADS	67.98	808.46	3,000.00	2,191.54	27.0
01-10-8016-00 PROFESSIONAL SERVICES	894.31	4,273.77	5,000.00	726.23	85.5
<b>TOTAL LEGISLATIVE</b>	<b>2,738.53</b>	<b>27,069.95</b>	<b>34,600.00</b>	<b>7,530.05</b>	<b>78.2</b>
<u>JUDICIAL</u>					
01-15-5011-00 SAL-JUDGE	1,226.25	11,002.49	12,500.00	1,497.51	88.0
01-15-5012-00 SAL-PROS. ATT.	1,530.00	20,430.00	28,000.00	7,570.00	73.0
01-15-6505-00 OFFICE EXPENSES	35.44	779.83	900.00	120.17	86.7
01-15-8016-00 PROFESSIONAL SERVICES	.00	85.00	100.00	15.00	85.0
<b>TOTAL JUDICIAL</b>	<b>2,791.69</b>	<b>32,297.32</b>	<b>41,500.00</b>	<b>9,202.68</b>	<b>77.8</b>
<u>ELECTIONS</u>					
01-20-8413-00 PUBLISHING	.00	56.70	700.00	643.30	8.1
01-20-6526-00 SUPPLIES	.00	14,158.52	15,000.00	841.48	94.4
01-20-8017-00 ELECTION JUDGES	.00	671.50	800.00	128.50	83.9
01-20-8018-00 COORDINATING W/WELD CTY	.00	.00	6,000.00	6,000.00	.0
<b>TOTAL ELECTIONS</b>	<b>.00</b>	<b>14,886.72</b>	<b>22,500.00</b>	<b>7,613.28</b>	<b>68.2</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	5,577.72	61,266.24	74,000.00	12,733.76	82.8
01-25-5010-03 OVERTIME	.00	167.34	600.00	432.66	27.9
01-25-5011-00 PART TIME OFFICE	531.84	5,628.32	7,200.00	1,571.68	78.2
01-25-5012-00 HOURLY COMMUNICATIONS STAFF	996.42	11,997.81	16,000.00	4,002.19	75.0
01-25-5015-00 CLEANING SALARIES	216.67	2,366.69	3,500.00	1,133.31	67.6
01-25-5025-00 MANAGER	4,012.78	48,058.75	52,300.00	4,241.25	91.9
01-25-5060-00 PAYROLL TAXES	593.24	9,420.36	11,500.00	2,079.64	81.9
01-25-5060-00 RETIREMENT FUND	355.72	7,451.37	9,600.00	2,148.63	77.6
01-25-5065-00 HEALTH INSURANCE	1,471.20	17,222.83	26,000.00	8,777.17	66.2
01-25-5070-00 WORKMAN'S COMPENSATION	.00	800.00	800.00	.00	100.0
01-25-6010-00 UTILITIES	483.47	4,263.90	6,000.00	1,736.10	71.1
01-25-6505-00 OFFICE EXPENSE	345.36	4,800.98	7,000.00	2,199.02	68.6
01-25-6506-00 UTILITY BILL MAILING	674.51	6,500.28	7,100.00	599.72	91.6
01-25-6510-00 TELEPHONE	151.18	1,391.92	2,200.00	808.08	63.3
01-25-6511-00 TRAINING	.00	246.48	1,100.00	853.52	22.4
01-25-6513-00 PUBLISHING	.00	1,194.58	6,500.00	5,305.42	18.4
01-25-6515-00 DUES AND SUBSCRIPTIONS	.00	2,679.96	2,900.00	220.04	92.4
01-25-6518-00 CLEANING SUPPLIES	108.80	864.82	1,600.00	735.18	54.1
01-25-6520-00 MILEAGE & EXPENSES	.00	462.81	2,500.00	2,037.19	18.5
01-25-6522-00 INSURANCE & BONDS	.00	15,000.00	15,000.00	.00	100.0
01-25-6544-05 SOFTWARE	.00	.00	2,500.00	2,500.00	.0
01-25-6544-07 MISC. OFFICE EQPT.	.00	.00	1,100.00	1,100.00	.0
01-25-7020-00 MAINTENANCE & REPAIRS	178.74	1,519.69	3,800.00	2,280.31	40.0
01-25-8010-00 AUDIT	.00	2,125.00	9,200.00	7,075.00	23.1
01-25-8012-00 COMPUTER PROFESSIONAL SERV	530.06	6,149.11	10,000.00	3,850.89	61.5
01-25-8014-00 LEGAL	7,827.50	43,727.30	37,500.00	( 6,227.30)	116.6
01-25-8015-00 TAPING MEETINGS	362.00	5,662.50	7,000.00	1,337.50	80.9
01-25-8016-00 SALARY STUDY FEES	.00	.00	800.00	800.00	.0
01-25-8017-00 PROFESSIONAL SERVICES	.00	1,050.00	2,000.00	950.00	52.5
01-25-8019-00 TREASURER'S FEES	165.60	62,746.67	52,000.00	( 10,746.67)	120.7
01-25-9028-00 COMMUNICATIONS	.00	38.22	1,000.00	961.78	3.8
<b>TOTAL ADMINISTRATION</b>	<b>24,582.81</b>	<b>324,803.93</b>	<b>380,300.00</b>	<b>55,496.07</b>	<b>85.4</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING &amp; ZONING</u>					
01-30-5010-00 SALARIES	8,674.16	100,171.54	112,900.00	12,728.46	88.7
01-30-5050-00 PAYROLL TAXES	653.42	7,839.72	8,700.00	860.28	90.1
01-30-5060-00 RETIREMENT FUND	801.10	9,599.34	10,500.00	900.66	91.4
01-30-5065-00 HEALTH INSURANCE	1,302.18	14,322.64	16,800.00	2,477.36	85.3
01-30-5070-00 WORKMENS COMPENSATION	.00	741.65	1,600.00	858.35	46.4
01-30-6010-00 UTILITIES	221.52	1,915.55	3,400.00	1,484.45	56.3
01-30-6505-00 OFFICE SUPPLIES	69.94	485.63	2,500.00	2,014.37	19.4
01-30-6510-00 TELEPHONE	134.05	1,219.94	1,400.00	180.06	87.1
01-30-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-30-6513-00 PUBLISH/RECORD	.00	.00	200.00	200.00	.0
01-30-6515-00 DUES/SUBSCRIPTIONS	.00	400.00	800.00	400.00	50.0
01-30-6520-00 MILEAGE & EXPENSES	.00	.00	100.00	100.00	.0
01-30-6522-00 INSURANCE AND BONDS	.00	2,400.00	2,400.00	.00	100.0
01-30-6544-04 MACHINERY AND EQPT.	.00	.00	500.00	500.00	.0
01-30-8012-00 COMPUTER PROFESSIONAL SERVICES	144.30	1,551.50	2,000.00	448.50	77.6
01-30-8014-00 LEGAL	.00	124.00	500.00	376.00	24.8
01-30-8016-00 PROFESSIONAL SERVICES	140.97	3,264.86	5,000.00	1,735.14	65.3
01-30-8017-00 NORTH FRONT RANGE MPO	.00	5,100.00	5,100.00	.00	100.0
TOTAL PLANNING & ZONING	12,141.64	149,136.37	174,900.00	25,763.63	85.3

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	77,089.67	887,557.66	1,075,500.00	187,942.34	82.5
01-35-5010-03 OVERTIME PAY	263.36	5,273.82	15,000.00	9,726.18	35.2
01-35-5013-00 CLERICAL SALARIES	.00	18,488.22	35,100.00	16,631.78	52.6
01-35-5015-00 PART-TIME SALARIES	4,613.07	34,185.10	35,200.00	1,014.90	97.1
01-35-5050-00 PAYROLL TAXES	6,117.44	73,336.09	89,000.00	15,663.91	82.4
01-35-5060-00 RETIREMENT	4,511.16	54,093.68	65,000.00	10,906.32	83.2
01-35-5065-00 HEALTH INSURANCE	18,412.37	211,348.58	311,000.00	99,651.42	68.0
01-35-5070-00 WORKMEN'S COMPENSATION	.00	35,599.14	51,000.00	15,400.86	69.8
01-35-6010-00 UTILITIES	875.92	10,098.05	16,400.00	6,301.95	61.6
01-35-6505-00 OFFICE EXPENSE	765.29	5,710.22	8,000.00	2,289.78	71.4
01-35-6510-00 TELEPHONE	525.28	5,315.23	7,500.00	2,184.77	70.9
01-35-6511-00 TRAINING	3,300.41	8,112.50	10,000.00	1,887.50	81.1
01-35-6513-00 PUBLISHING	.00	503.38	1,000.00	496.62	50.3
01-35-6515-00 DUES AND SUBSCRIPTIONS	.00	436.00	1,200.00	764.00	36.3
01-35-6518-00 CLEANING SERVICES	645.46	7,348.28	8,100.00	751.74	90.7
01-35-6522-00 INSURANCE AND BONDS	.00	46,043.25	48,300.00	2,256.75	95.3
01-35-6524-00 GAS AND OIL	2,158.59	17,686.93	38,000.00	20,313.07	46.5
01-35-6526-00 OPERATING SUPPLIES	452.38	3,905.16	7,000.00	3,094.84	55.8
01-35-6527-00 UNIFORMS AND CLEANING	492.79	1,584.25	5,000.00	3,415.75	31.7
01-35-6528-00 WELD COUNTY MAINT. AGREEME	.00	15,613.28	16,000.00	386.72	97.6
01-35-6544-02 COMPUTER SYSTEMS	.00	18.17	2,500.00	2,481.83	.7
01-35-6544-04 RADAR GUNS	.00	4,699.23	5,000.00	300.77	94.0
01-35-6544-05 CELLULAR PHONES	.00	.00	100.00	100.00	.0
01-35-6544-06 VESTS	54.99	1,654.99	2,500.00	845.01	68.2
01-35-6544-07 CAMERA & INVESTIGATION EQPT.	.00	1,924.88	2,000.00	75.12	98.2
01-35-6544-09 SHOOTING RANGE SUPPLIES	.00	3,187.33	3,600.00	412.67	88.5
01-35-6544-10 OFFICE IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
01-35-6544-11 POLICE EQUIPMENT	2,320.15	9,036.17	12,500.00	3,463.83	72.3
01-35-7010-00 BLDG. REPAIR & MAINT.	539.00	4,200.00	8,000.00	3,800.00	52.5
01-35-7020-00 REPAIRS AND MAINTENANCE	2,126.46	10,523.41	10,000.00	( 523.41)	105.2
01-35-8012-00 COMP. PROFESSIONAL SERVICE	2,728.60	4,902.10	10,000.00	5,097.90	49.0
01-35-8014-00 LEGAL	883.50	3,007.00	3,000.00	( 7.00)	100.2
01-35-8016-00 PROFESSIONAL SERVICES	356.00	4,199.00	5,000.00	801.00	84.0
01-35-8017-00 JUVENILE ASSESSMENT CENTER	.00	5,340.00	5,400.00	60.00	98.9
01-35-8021-00 COMP. LINK TO RECORDS	734.49	7,517.79	9,500.00	1,982.21	79.1
01-35-9022-00 JAIL FEES	53.64	241.37	1,500.00	1,258.63	16.1
01-35-9028-00 COMMUNITY SERVICES	.00	3,054.58	4,300.00	1,245.42	71.0
01-35-9028-03 RECORDS CONTRACT	.00	4,476.88	5,000.00	523.12	89.5
<b>TOTAL POLICE</b>	<b>130,020.02</b>	<b>1,510,201.70</b>	<b>1,938,200.00</b>	<b>427,998.30</b>	<b>77.9</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	1,784.92	20,613.00	31,200.00	10,587.00	66.1
01-40-5050-00 PAYROLL TAXES	133.94	1,614.22	2,500.00	885.78	64.6
01-40-5060-00 RETIREMENT	75.60	909.59	1,400.00	490.41	65.0
01-40-5065-00 HEALTH INSURANCE	346.67	3,814.32	4,800.00	985.68	79.5
01-40-5070-00 WORKMEN'S COMPENSATION	.00	800.00	1,300.00	500.00	61.5
01-40-6010-00 UTILITIES	253.14	2,223.93	3,900.00	1,676.07	57.0
01-40-6505-00 OFFICE EXPENSE	.00	1,089.44	3,800.00	2,710.56	28.7
01-40-6510-00 TELEPHONE	134.05	1,219.91	1,600.00	380.09	76.2
01-40-6511-00 TRAINING	.00	25.00	500.00	475.00	5.0
01-40-6513-00 PUBLISHING	.00	.00	500.00	500.00	.0
01-40-6515-00 DUES & SUBSCRIPTIONS	.00	.00	200.00	200.00	.0
01-40-6518-00 CLEANING & SUPPLIES	108.80	758.84	800.00	41.16	94.9
01-40-6522-00 INSURANCE AND BONDS	.00	8,200.00	8,200.00	.00	100.0
01-40-6526-00 OPERATING SUPPLIES	206.00	536.00	2,000.00	1,464.00	26.8
01-40-7020-00 REPAIR & MAINTENANCE	178.74	482.51	2,000.00	1,517.49	24.1
01-40-8012-00 COMP. PROF. SERVICES	251.80	2,778.16	3,500.00	721.84	79.4
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	8,600.00	86,000.00	115,000.00	29,000.00	74.8
<b>TOTAL PROTECTIVE INSPECTIONS</b>	<b>12,073.66</b>	<b>131,064.92</b>	<b>183,700.00</b>	<b>52,635.08</b>	<b>71.4</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-5010-00 SALARIES	18,028.01	202,238.44	263,000.00	60,761.56	76.9
01-45-5010-03 OVERTIME	.00	1,167.60	7,000.00	5,832.40	16.7
01-45-5015-00 PART-TIME SALARIES	.00	9,378.25	15,000.00	5,621.75	62.6
01-45-5050-00 PAYROLL TAXES	1,298.35	16,329.65	22,000.00	5,670.35	74.2
01-45-5060-00 RETIREMENT FUND	1,061.74	12,908.28	16,500.00	3,591.74	78.2
01-45-5065-00 HEALTH INSURANCE	5,123.41	53,805.15	69,400.00	15,594.85	77.5
01-45-5070-00 WORKMEN'S COMPENSATION	.00	15,174.21	18,200.00	3,025.79	83.4
01-45-6010-00 UTILITIES	289.30	4,459.60	15,000.00	10,540.40	29.7
01-45-6015-00 UTILITIES - STREET LIGHTIN	20,020.38	189,405.01	235,000.00	45,594.99	80.6
01-45-6505-00 OFFICE EXPENSE	.00	69.00	600.00	531.00	11.5
01-45-6510-00 TELEPHONE	358.23	2,966.35	3,300.00	333.65	89.9
01-45-6511-00 TRAINING	.00	675.00	1,500.00	825.00	45.0
01-45-6515-00 DUES & SUBSCRIPTIONS	.00	702.99	2,000.00	1,297.01	35.2
01-45-6518-00 CLEANING SUPPLIES	96.67	1,199.11	1,600.00	400.89	74.9
01-45-6522-00 INSURANCE AND BONDS	.00	26,400.00	26,400.00	.00	100.0
01-45-6524-00 GAS & OIL	1,653.87	10,442.85	18,500.00	8,057.15	56.5
01-45-6526-00 OPERATING SUPPLIES	296.16	3,537.51	4,500.00	962.49	78.6
01-45-6530-00 SNOW AND ICE REMOVAL	.00	18,165.24	20,000.00	1,834.76	90.8
01-45-6532-00 TRASH SERVICE	43,119.08	423,525.53	485,000.00	61,474.47	87.3
01-45-6534-00 WEED CONTROL	.00	285.53	5,000.00	4,714.47	5.7
01-45-6536-00 STREET SIGNS	.00	1,116.34	4,000.00	2,883.66	27.9
01-45-6544-03 EQUIPMENT	799.50	1,703.46	4,000.00	2,296.54	42.6
01-45-6544-06 HOLIDAY DECORATIONS	6.41	984.33	7,500.00	6,515.67	13.1
01-45-6544-07 TOOLS	2.69	1,200.90	2,500.00	1,299.10	48.0
01-45-6544-09 SAFETY EQUIPMENT	710.79	2,628.93	4,000.00	1,371.07	65.7
01-45-7020-00 REP & MAINT - EQUIP & BLDG	534.44	16,853.61	20,000.00	3,146.39	84.3
01-45-7030-00 REPAIR & MAINT. BLDGS.	408.55	938.85	5,000.00	4,061.15	18.8
01-45-8016-00 PROFESSIONAL SERVICES	206.90	4,326.96	4,200.00	( 126.96)	103.0
TOTAL STREETS	94,013.48	1,022,588.66	1,280,700.00	258,111.34	79.9

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
01-50-5015-00 SALARIES	171.00	9,324.00	12,000.00	2,676.00	77.7
01-50-5050-00 PAYROLL TAXES	13.08	713.34	1,000.00	286.66	71.3
01-50-5070-00 WORKMEN'S COMPENSATION	.00	1,400.00	1,400.00	.00	100.0
01-50-6513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-6522-00 INSURANCE	.00	2,000.00	2,000.00	.00	100.0
01-50-6524-00 GAS & OIL	.00	670.38	1,800.00	1,129.62	37.2
01-50-6526-00 SUPPLIES	7.59	1,345.73	1,800.00	454.27	74.8
01-50-6533-00 TREE TRIMMING	.00	3,500.00	3,500.00	.00	100.0
01-50-6534-00 FERTILIZER & WEED CONTROL	.00	3,000.00	4,700.00	1,700.00	63.8
01-50-6544-03 SPINTRIMMER	.00	698.25	800.00	101.75	87.3
01-50-6544-05 TOOLS	.00	.00	400.00	400.00	.0
01-50-6544-06 TREES	1,000.00	1,950.49	1,500.00	( 450.49)	130.0
01-50-7020-00 REPAIRS AND MAINTENANCE	.00	2,286.07	3,200.00	913.93	71.4
01-50-7025-00 SPRINKLER REPAIR	.00	3,322.86	3,200.00	( 122.86)	103.8
01-50-8016-00 PROFESSIONAL SERVICES	.00	11.45	500.00	488.55	2.3
<b>TOTAL CEMETERY</b>	<b>1,191.87</b>	<b>30,222.57</b>	<b>38,100.00</b>	<b>7,877.43</b>	<b>79.3</b>
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	3,546.16	40,952.76	46,100.00	5,147.24	88.8
01-55-5010-03 OVERTIME	.00	.00	200.00	200.00	.0
01-55-5050-00 PAYROLL TAXES	257.92	3,104.27	3,600.00	495.73	86.2
01-55-5060-00 RET BEN	150.20	1,800.12	2,000.00	199.88	90.0
01-55-5065-00 HEALTH BEN	1,483.35	16,319.60	18,000.00	1,680.40	90.7
01-55-5070-00 WORKMENS COMPENSATION	.00	1,483.30	1,700.00	216.70	87.3
01-55-6522-00 INSURANCE	.00	3,700.00	3,700.00	.00	100.0
01-55-6524-00 GAS AND OIL	57.81	1,000.03	2,000.00	999.97	50.0
01-55-6526-00 SUPPLIES	.00	383.59	1,200.00	836.41	30.3
01-55-7020-00 REPAIR & MAINTENANCE	.00	511.12	500.00	( 11.12)	102.2
01-55-7030-00 WEED/NUISANCE CONTROL	2,621.47	6,866.14	8,000.00	1,133.86	85.8
01-55-8016-00 PROFESSIONAL SERVICES	.00	2,440.00	5,000.00	2,560.00	48.8
<b>TOTAL ANIMAL CONTROL</b>	<b>8,116.91</b>	<b>78,540.93</b>	<b>92,000.00</b>	<b>13,459.07</b>	<b>85.4</b>
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	2,947.54	34,039.10	38,500.00	4,460.90	88.4
01-60-5050-00 PAYROLL TAXES	220.30	2,644.97	2,900.00	255.03	91.2
01-60-5065-00 HEALTH INSURANCE	630.67	6,943.24	8,200.00	1,258.76	84.7
01-60-5070-00 WORKMEN'S COMPENSATION	.00	741.65	2,600.00	1,858.35	28.5
01-60-6010-00 UTILITIES	275.85	3,394.70	4,200.00	805.30	80.8
01-60-6510-00 TELEPHONE	118.34	1,184.18	1,400.00	215.82	84.6
01-60-6520-00 MILEAGE	151.55	1,499.10	3,100.00	1,600.90	48.4
01-60-6522-00 INSURANCE	.00	1,600.00	1,600.00	.00	100.0
01-60-7020-00 REPAIR & MAINTENANCE	361.20	4,041.61	5,500.00	1,458.39	73.5
<b>TOTAL SENIOR COORDINATOR PROGRAM</b>	<b>4,705.45</b>	<b>56,088.55</b>	<b>68,000.00</b>	<b>11,911.45</b>	<b>82.5</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-65-5015-00	.00	15,639.90	21,700.00	6,060.10	72.1
01-65-5050-00	.00	1,196.40	1,700.00	503.60	70.4
01-65-5070-00	.00	1,483.30	2,000.00	516.70	74.2
01-65-6010-00	247.47	2,893.33	10,200.00	7,306.67	28.4
01-65-6511-00	.00	.00	300.00	300.00	.0
01-65-6522-00	.00	2,100.00	2,100.00	.00	100.0
01-65-6524-00	51.66	1,700.96	1,800.00	99.04	94.6
01-65-6526-00	181.00	1,834.20	2,000.00	165.80	91.7
01-65-6534-00	.00	6,904.03	7,000.00	95.97	98.6
01-65-6542-00	175.00	1,397.92	2,100.00	702.08	66.6
01-65-6544-01	.00	.00	1,000.00	1,000.00	.0
01-65-6544-02	.00	319.99	800.00	480.01	40.0
01-65-7020-00	100.63	4,515.95	5,000.00	484.05	90.3
01-65-7025-00	.00	4,733.93	4,500.00	( 233.93)	105.2
<b>TOTAL PARKS</b>	<b>755.76</b>	<b>44,719.91</b>	<b>82,200.00</b>	<b>17,480.09</b>	<b>71.9</b>
<u>LIBRARY</u>					
01-70-7000-00	32,641.65	359,058.15	391,700.00	32,641.85	91.7
<b>TOTAL LIBRARY</b>	<b>32,641.65</b>	<b>359,058.15</b>	<b>391,700.00</b>	<b>32,641.85</b>	<b>91.7</b>
<u>DEPARTMENT 75</u>					
01-75-6526-00	111.19	1,111.44	6,500.00	5,388.56	17.1
01-75-7020-00	1,275.50	5,191.47	10,000.00	4,808.53	51.9
01-75-7025-00	275.85	3,394.69	7,500.00	4,105.31	45.3
01-75-7031-00	.00	5,827.25	27,000.00	21,172.75	21.6
01-75-7033-00	.00	29,167.00	45,000.00	15,833.00	64.8
01-75-7034-00	.00	5,000.00	50,000.00	45,000.00	10.0
01-75-7054-00	219.80	579.08	10,000.00	9,420.92	5.8
01-75-7055-00	.00	6,000.00	6,000.00	.00	100.0
01-75-7060-00	.00	450.00	15,000.00	14,550.00	3.0
01-75-7065-00	.00	3,443.98	3,500.00	56.02	98.4
01-75-7070-00	.00	23,986.98	24,000.00	13.02	100.0
01-75-7080-00	.00	17,340.00	18,000.00	660.00	96.3
01-75-7090-00	.00	955.31	17,000.00	16,044.69	5.6
01-75-7100-00	.00	.00	10,000.00	10,000.00	.0
01-75-7125-00	1,115.00	10,030.00	15,000.00	4,970.00	66.9
01-75-7129-00	.00	8,629.77	12,000.00	3,370.23	71.9
01-75-7130-00	134.22	2,724.16	5,000.00	2,275.84	54.5
01-75-7131-00	.00	.00	2,500.00	2,500.00	.0
01-75-7132-00	.00	88,900.00	88,900.00	.00	100.0
01-75-7133-00	.00	.00	7,000.00	7,000.00	.0
<b>TOTAL DEPARTMENT 75</b>	<b>3,131.56</b>	<b>212,731.13</b>	<b>379,900.00</b>	<b>167,168.87</b>	<b>56.0</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS OUT</u>					
01-80-7040-00	182,200.00	182,200.00	182,200.00	.00	100.0
01-80-7050-00	100,000.00	130,000.00	225,000.00	95,000.00	57.8
01-80-7080-00	.00	.00	25,000.00	25,000.00	.0
01-80-7110-00	61,990.86	144,135.10	140,000.00	( 4,135.10)	103.0
01-80-7115-00	.00	1,000,000.00	1,000,000.00	.00	100.0
TOTAL TRANSFERS OUT	344,190.86	1,456,335.10	1,572,200.00	115,864.90	92.6
TOTAL FUND EXPENDITURES	673,095.69	5,449,745.91	6,660,500.00	1,210,754.09	81.8
NET REVENUE OVER EXPENDITURES	( 202,488.57)	5,326,327.90	756,800.00	( 4,569,527.90)	703.8

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
02-00-4310-00 WATER CHARGES	122,133.26	2,688,142.51	1,900,000.00	( 788,142.51)	141.5
02-00-4320-00 WATER TAP FEES	36,400.00	645,798.40	.00	( 645,798.40)	.0
02-00-4322-00 RAW WATER DEV. FEE	96,600.00	887,760.00	.00	( 887,760.00)	.0
02-00-4325-00 WATER REFUNDS	( 2,485.18)	( 15,402.54)	.00	15,402.54	.0
02-00-4330-00 MISCELLANEOUS	17,687.45	246,494.28	110,000.00	( 136,494.28)	224.1
02-00-4610-00 EARNINGS ON INVESTMENTS	3,171.67	66,286.14	45,000.00	( 21,286.14)	147.3
02-00-4830-00 TRANSFER FROM GENERAL FUND	182,200.00	182,200.00	182,200.00	.00	100.0
<b>TOTAL SOURCE 00</b>	<b>455,707.20</b>	<b>4,701,278.79</b>	<b>2,237,200.00</b>	<b>( 2,464,078.79)</b>	<b>210.1</b>
<b>TOTAL FUND REVENUE</b>	<b>455,707.20</b>	<b>4,701,278.79</b>	<b>2,237,200.00</b>	<b>( 2,464,078.79)</b>	<b>210.1</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	2,780.64	29,900.31	36,000.00	6,099.69	83.1
02-25-5010-03 OVERTIME	.00	.00	300.00	300.00	.0
02-25-5015-00 PART-TIME SALARIES	531.84	5,628.32	7,200.00	1,571.68	78.2
02-25-5020-00 JANITORIAL SALARIES	216.67	2,368.68	2,700.00	333.32	87.7
02-25-5025-00 MANAGER	2,067.18	24,757.43	26,900.00	2,142.57	92.0
02-25-5050-00 PAYROLL TAXES	279.25	4,442.34	5,600.00	1,157.66	79.3
02-25-5060-00 RETIREMENT FUND	186.64	3,887.43	5,100.00	1,212.57	78.2
02-25-5065-00 HEALTH INSURANCE	719.52	8,562.35	12,500.00	3,937.65	68.5
02-25-5070-00 WORKMEN'S COMPENSATION	.00	800.00	800.00	.00	100.0
02-25-6010-00 UTILITIES	268.99	2,385.83	4,000.00	1,614.17	59.7
02-25-6505-00 OFFICE EXPENSE	272.00	1,764.22	5,000.00	3,235.78	35.3
02-25-6506-00 UTILITY BILL MAILING	674.51	6,500.25	7,100.00	599.75	91.6
02-25-6507-00 BILL PRESENTMENT	.00	.00	10,000.00	10,000.00	.0
02-25-6510-00 TELEPHONE	134.05	1,219.91	1,800.00	580.09	67.8
02-25-6511-00 TRAINING & MEETINGS	.00	710.00	1,200.00	490.00	59.2
02-25-6513-00 PUBLISHING	.00	.00	1,000.00	1,000.00	.0
02-25-6515-00 DUES AND SUBSCRIPTIONS	.00	2,229.00	2,200.00	(29.00)	101.3
02-25-6518-00 CLEANING SUPPLIES	108.80	927.49	1,000.00	72.51	92.8
02-25-6520-00 MILEAGE & EXPENSES	.00	27.79	500.00	472.21	5.6
02-25-6522-00 INSURANCE & BONDS	.00	6,500.00	6,500.00	.00	100.0
02-25-6544-02 CAPITAL OUTLAY - COMP. SOFT	.00	190.10	2,500.00	2,309.90	7.6
02-25-6544-07 MISCELLANEOUS OFFICE	.00	108.89	300.00	191.11	36.3
02-25-7020-00 REPAIR & MAINT.	178.74	586.90	1,000.00	413.10	58.7
02-25-8010-00 AUDIT	.00	2,125.00	6,000.00	3,875.00	35.4
02-25-8011-00 PROF. SERV.-WATER ADJUDICATION	.00	4,235.38	30,000.00	25,764.62	14.1
02-25-8012-00 COMP. PROFESSIONAL SERVICES	464.10	5,907.34	6,000.00	92.66	98.5
02-25-8014-00 LEGAL	697.50	5,706.00	8,000.00	2,294.00	71.3
02-25-8016-00 SALARY STUDY FEES	.00	.00	700.00	700.00	.0
02-25-8017-00 PROFESSIONAL SERVICES	938.75	20,284.20	30,000.00	9,715.80	67.6
02-25-9028-00 COMMUNICATIONS	.00	.00	3,500.00	3,500.00	.0
<b>TOTAL ADMINISTRATION</b>	<b>10,519.18</b>	<b>141,753.16</b>	<b>225,400.00</b>	<b>83,646.84</b>	<b>62.9</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-5010-00 SALARIES	14,612.52	172,223.64	225,000.00	52,776.36	76.5
02-70-5010-03 OVERTIME	.00	2,202.84	10,000.00	7,797.16	22.0
02-70-5015-00 PART TIME SALARIES	.00	2,331.00	2,600.00	269.00	89.7
02-70-5050-00 PAYROLL TAXES	1,083.68	13,701.57	18,200.00	4,498.43	75.3
02-70-5060-00 RETIREMENT FUND	696.80	8,808.02	13,000.00	4,191.98	67.8
02-70-5065-00 HEALTH INSURANCE	4,231.70	47,447.03	59,000.00	11,552.97	80.4
02-70-5070-00 WORKMEN'S COMPENSATION	.00	4,449.91	8,300.00	3,850.09	53.6
02-70-6010-00 UTILITIES	21,305.83	181,916.59	185,000.00	3,083.41	98.3
02-70-6510-00 TELEPHONE	536.20	5,420.25	7,500.00	2,079.75	72.3
02-70-6511-00 TRAINING	85.00	1,778.00	3,000.00	1,222.00	59.3
02-70-6518-00 CLEANING SUPPLIES	96.67	1,126.64	1,600.00	473.36	70.4
02-70-6522-00 INSURANCE	.00	17,184.50	25,000.00	7,815.50	68.7
02-70-6524-00 GAS AND OIL	1,247.27	7,228.58	10,000.00	2,771.42	72.3
02-70-6525-00 GIS SYSTEM	1,260.00	1,260.00	25,000.00	23,740.00	5.0
02-70-6526-00 CHEMICALS	13,536.87	131,566.05	145,000.00	13,433.95	90.7
02-70-6527-00 SUPPLIES-SAFETY EQPT.	556.48	1,633.96	3,400.00	1,766.04	48.1
02-70-6528-00 OPERATING SUPPLIES	3,269.84	9,098.97	10,000.00	901.03	91.0
02-70-6544-01 METER UPGRADE	9,084.51	43,419.41	95,000.00	51,580.59	45.7
02-70-6544-02 TOOLS	.00	5,850.18	10,000.00	4,149.82	58.5
02-70-6544-07 TESTING EQUIPMENT	799.50	799.50	4,000.00	3,200.50	20.0
02-70-6544-08 VEHICLE-PURCHASE	.00	17,709.79	19,500.00	1,790.21	90.8
02-70-6544-13 WATER PLANT IMPROVEMENTS	.00	.00	80,000.00	80,000.00	.0
02-70-6544-22 WATERLINE REPLACEMENT	30,000.00	30,000.00	30,000.00	.00	100.0
02-70-6544-29 INSTRUMENTATION UPGRADES	7,824.00	7,824.00	65,000.00	57,176.00	12.0
02-70-6544-32 EMERGENCY WATER INTERCONNECT	.00	165,085.50	350,000.00	184,914.50	47.2
02-70-6544-36 FIRE HYDRANT REPAIRS	.00	28,603.54	40,000.00	11,396.46	71.5
02-70-7015-00 R&M WATERLINES	178.94	6,772.14	25,000.00	18,227.86	27.1
02-70-7020-00 REPAIRS & MAINTENANCE	4,923.72	36,404.19	83,000.00	46,595.81	43.9
02-70-7022-00 VEHICLE REPAIRS	242.07	1,540.52	4,000.00	2,459.48	38.5
02-70-7030-00 PURCHASED WATER	.00	.00	12,700.00	12,700.00	.0
02-70-7035-00 WATER ASSESMENT	.00	101,853.05	98,000.00	( 3,853.05)	103.9
02-70-7090-00 INSURANCE DEDUCTIBLES	1,000.00	9,544.90	10,000.00	455.10	95.5
02-70-8012-00 PROFESSIONAL SERVICES	894.60	14,624.68	40,000.00	25,375.32	36.6
<b>TOTAL OPERATIONS - WATER FUND</b>	<b>117,466.00</b>	<b>1,079,408.95</b>	<b>1,717,800.00</b>	<b>638,391.05</b>	<b>62.8</b>
<u>TRANSFERS OUT</u>					
02-80-7051-00 TRANSFER TO OTHER FUNDS	.00	.00	90,000.00	90,000.00	.0
<b>TOTAL TRANSFERS OUT</b>	<b>.00</b>	<b>.00</b>	<b>90,000.00</b>	<b>90,000.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>127,985.18</b>	<b>1,221,162.11</b>	<b>2,033,200.00</b>	<b>812,037.89</b>	<b>60.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>327,722.02</b>	<b>3,480,116.68</b>	<b>204,000.00</b>	<b>( 3,276,116.68)</b>	<b>1705.9</b>

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
03-00-4310-00 SEWER CHARGES	149,963.29	1,605,005.34	1,610,000.00	4,994.66	99.7
03-00-4320-00 SEWER TAP FEES	12,300.00	222,040.00	.00	( 222,040.00)	.0
03-00-4330-00 MISCELLANEOUS	43,877.59	79,865.28	10,000.00	( 69,865.28)	798.7
03-00-4610-00 EARNINGS ON INVESTMENTS	393.25	53,099.27	35,000.00	( 18,099.27)	151.7
<b>TOTAL SOURCE 00</b>	<b>206,534.13</b>	<b>1,960,009.89</b>	<b>1,655,000.00</b>	<b>( 305,009.89)</b>	<b>118.4</b>
<b>TOTAL FUND REVENUE</b>	<b>206,534.13</b>	<b>1,960,009.89</b>	<b>1,655,000.00</b>	<b>( 305,009.89)</b>	<b>118.4</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	3,455.40	37,209.11	58,000.00	20,790.89	64.2
03-25-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
03-25-5015-00 PART-TIME SALARIES	531.84	5,628.32	7,200.00	1,571.68	78.2
03-25-5020-00 JANITORIAL SALARIES	216.66	2,366.63	2,600.00	233.37	91.0
03-25-5025-00 MANAGER SALARIES	4,012.78	48,058.75	52,000.00	3,941.25	92.4
03-25-5050-00 PAYROLL TAXES	357.77	6,594.74	9,000.00	2,405.26	73.3
03-25-5060-00 RETIREMENT FUND	248.94	6,182.03	8,600.00	2,417.97	71.9
03-25-5065-00 HEALTH INSURANCE	1,059.75	12,571.99	28,100.00	15,528.01	44.7
03-25-5070-00 WORKMEN'S COMPENSATION	.00	700.00	700.00	.00	100.0
03-25-6010-00 UTILITIES - TOWN HALL	300.63	2,666.50	4,400.00	1,733.50	60.6
03-25-6505-00 OFFICE EXPENSES	.00	753.89	4,400.00	3,646.11	17.1
03-25-6506-00 UTILITY BILL MAILING	674.51	6,500.23	7,100.00	599.77	91.6
03-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	8,000.00	8,000.00	.0
03-25-6510-00 TELEPHONE	134.04	1,219.89	1,800.00	580.11	67.8
03-25-6511-00 TRAINING & MEETINGS	.00	.00	700.00	700.00	.0
03-25-6515-00 DUES & SUBSCRIPTIONS	.00	.00	500.00	500.00	.0
03-25-6518-00 CLEANING SUPPLIES	108.80	939.41	1,000.00	60.59	93.9
03-25-6520-00 MILEAGE & EXPENSES	.00	.00	800.00	800.00	.0
03-25-6522-00 INSURANCE & BONDS	.00	6,700.00	6,900.00	200.00	97.1
03-25-6544-02 COMPUTER SOFTWARE	.00	.00	2,500.00	2,500.00	.0
03-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	400.00	400.00	.0
03-25-7020-00 REPAIR & MAINTENANCE	178.74	482.50	1,100.00	617.50	43.9
03-25-8010-00 AUDIT	.00	2,125.00	7,000.00	4,875.00	30.4
03-25-8012-00 PROFESSIONAL SERVICES	464.10	5,841.19	6,000.00	158.81	97.4
03-25-8014-00 LEGAL	465.00	2,544.00	30,000.00	27,456.00	8.5
03-25-8016-00 SALARY STUDY	.00	.00	800.00	800.00	.0
03-25-8017-00 PROFESSIONAL SERVICES - ENG.	.00	.00	20,000.00	20,000.00	.0
TOTAL PERSONNEL	12,208.96	149,084.18	270,100.00	121,015.82	55.2

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	17,859.74	209,770.77	265,000.00	55,229.23	79.2
03-70-5010-03 OVERTIME PAY	.00	2,692.29	10,000.00	7,307.71	26.9
03-70-5050-00 PAYROLL TAXES	1,324.48	16,458.88	21,100.00	4,641.12	78.0
03-70-5060-00 RETIREMENT FUND	851.42	10,685.09	15,000.00	4,314.91	71.2
03-70-5065-00 HEALTH INSURANCE	5,172.09	57,908.71	70,000.00	12,091.29	82.7
03-70-5070-00 WORKMEN'S COMPENSATION	.00	5,191.54	8,600.00	3,408.46	60.4
03-70-6010-00 UTILITIES	13,463.29	162,258.39	230,000.00	67,741.61	70.6
03-70-6510-00 TELEPHONE	564.66	5,469.23	5,500.00	30.77	99.4
03-70-6511-00 TRAINING	140.00	470.00	3,000.00	2,530.00	15.7
03-70-6518-00 CLEANING SUPPLIES	96.67	1,214.69	1,500.00	285.31	81.0
03-70-6522-00 INSURANCE	.00	26,714.25	27,800.00	1,085.75	98.1
03-70-6524-00 GAS AND OIL	1,476.35	7,457.68	12,500.00	5,042.32	59.7
03-70-6525-00 GIS MAPPING	.00	.00	25,000.00	25,000.00	.0
03-70-6526-00 CHEMICALS	8,206.04	87,894.26	108,000.00	20,105.74	81.4
03-70-6527-00 SUPPLIES-SAFETY EQPT.	472.48	968.82	3,500.00	2,531.18	27.7
03-70-6528-00 OPERATING SUPPLIES	1,555.25	3,496.16	10,000.00	6,503.84	35.0
03-70-6544-02 TOOLS	.00	.00	3,500.00	3,500.00	.0
03-70-6544-03 VEHICLE	.00	17,572.75	19,000.00	1,427.25	92.5
03-70-6544-04 MANHOLE INSTALLATION	232.00	232.00	25,000.00	24,768.00	.9
03-70-6544-10 SEWERLINE REPLACEMENT	.00	5,142.21	20,000.00	14,857.79	25.7
03-70-6544-16 INSTRUMENTATION UPGRADES	.00	.00	115,000.00	115,000.00	.0
03-70-7015-00 REPAIRS & MAINT - MAINS	15.95	7,884.77	20,000.00	12,115.23	39.4
03-70-7020-00 REPAIRS & MAINTENANCE	.00	56,263.25	65,000.00	8,736.75	86.6
03-70-7022-00 VEHICLE REPAIRS	173.78	1,164.09	3,500.00	2,335.91	33.3
03-70-7023-00 WEED CONTROL/GROUND MAINT.	.00	.00	3,000.00	3,000.00	.0
03-70-7025-00 SEWERLINE CLEANING	.00	.00	30,000.00	30,000.00	.0
03-70-7090-00 INSURANCE DEDUCTIBLES	.00	.00	7,500.00	7,500.00	.0
03-70-8012-00 PROFESSIONAL SERVICES	672.81	32,707.28	65,000.00	32,292.72	50.3
<b>TOTAL OPERATIONS - SEWER FUND</b>	<b>52,277.01</b>	<b>719,617.11</b>	<b>1,193,000.00</b>	<b>473,382.89</b>	<b>60.3</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>64,485.97</b>	<b>868,701.29</b>	<b>1,463,100.00</b>	<b>594,398.71</b>	<b>59.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>142,048.16</b>	<b>1,091,308.60</b>	<b>191,900.00</b>	<b>( 899,408.60)</b>	<b>568.7</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
05-00-4070-00 COLORADO LOTTERY	.00	56,366.36	50,000.00	( 6,366.36)	112.7
05-00-4110-00 PARK FEES	4,500.00	62,500.00	62,500.00	.00	100.0
05-00-4130-00 LARIMER COUNTY USE TAX	9,864.27	86,491.81	40,000.00	( 46,491.81)	218.2
05-00-4330-00 OTHER	650.13	7,727.55	1,200.00	( 6,527.55)	644.0
05-00-4610-00 CT-EARNINGS ON INVEST.	528.31	6,692.12	3,500.00	( 3,192.12)	191.2
<b>TOTAL SOURCE 00</b>	<b>15,542.71</b>	<b>219,777.84</b>	<b>157,200.00</b>	<b>( 62,577.84)</b>	<b>139.8</b>
<b>TOTAL FUND REVENUE</b>	<b>15,542.71</b>	<b>219,777.84</b>	<b>157,200.00</b>	<b>( 62,577.84)</b>	<b>139.8</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
05-70-6533-00 TREE TRIMMING	.00	4,995.00	6,000.00	1,005.00	83.3
05-70-6544-01 CAPITAL - TREES	.00	3,468.19	7,000.00	3,533.81	49.6
05-70-6544-04 LAWN MOWER	.00	33,654.34	46,000.00	12,345.66	73.2
05-70-6545-00 EDDIE ARAGON PARK	.00	3,036.00	6,000.00	2,964.00	50.6
05-70-6546-00 SUNRISE PARK	.00	966.16	3,500.00	2,533.84	27.6
05-70-6547-00 PARISH PARK	.00	730.55	3,500.00	2,769.45	20.9
05-70-6548-00 HAYS PARK	.00	44,708.16	55,700.00	10,991.84	80.3
05-70-6549-00 PIONEER RIDGE PARK	.00	.00	3,500.00	3,500.00	.0
05-70-6550-00 ROLLING HILLS RANCH PARK	( 579.00)	37.67	3,500.00	3,482.33	1.1
05-70-6551-00 JOHNSTOWN LAKE PARK	827.75	5,542.00	5,000.00	( 542.00)	110.8
05-70-6553-00 CLEARVIEW PARK	.00	1,359.80	3,500.00	2,140.20	38.9
05-70-7020-00 REPAIR & MAINT.	65.00	1,769.56	6,000.00	4,230.44	29.5
<b>TOTAL DEPARTMENT 70</b>	<b>313.75</b>	<b>100,265.43</b>	<b>149,200.00</b>	<b>48,934.57</b>	<b>67.2</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>313.75</b>	<b>100,265.43</b>	<b>149,200.00</b>	<b>48,934.57</b>	<b>67.2</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>15,228.96</b>	<b>119,512.41</b>	<b>8,000.00</b>	<b>( 111,512.41)</b>	<b>1493.9</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
06-00-4110-00 TRANSFER FROM GENERAL FUND	100,000.00	130,000.00	225,000.00	95,000.00	57.8
06-00-4610-00 CF-EARNINGS ON INVESTMENTS	861.93	6,291.02	900.00	( 5,391.02)	699.0
TOTAL SOURCE 00	100,861.93	136,291.02	225,900.00	89,608.98	60.3
TOTAL FUND REVENUE	100,861.93	136,291.02	225,900.00	89,608.98	60.3

TOWN OF JOHNSTOWN  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
06-70-6544-00 TRANSFER TO BANK FUND	.00	2,982.50	1,450,300.00	1,447,317.50	.2
TOTAL DEPARTMENT 70	.00	2,982.50	1,450,300.00	1,447,317.50	.2
TOTAL FUND EXPENDITURES	.00	2,982.50	1,450,300.00	1,447,317.50	.2
NET REVENUE OVER EXPENDITURES	100,861.93	133,308.52	( 1,224,400.00)	( 1,357,708.52)	10.9

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

CEMETERY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
07-00-4310-00 CEMETERY LOTS AND CARE	435.75	3,463.35	2,800.00	( 663.35)	123.7
07-00-4610-00 CP-EARNINGS ON INVESTMENTS	117.00	680.71	100.00	( 580.71)	680.7
<b>TOTAL SOURCE 00</b>	<b>552.75</b>	<b>4,144.06</b>	<b>2,900.00</b>	<b>( 1,244.06)</b>	<b>142.9</b>
<b>TOTAL FUND REVENUE</b>	<b>552.75</b>	<b>4,144.06</b>	<b>2,900.00</b>	<b>( 1,244.06)</b>	<b>142.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>552.75</b>	<b>4,144.06</b>	<b>2,900.00</b>	<b>( 1,244.06)</b>	<b>142.9</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
09-00-4110-00 TRANSFER FROM GENERAL FUND	.00	1,000,000.00	1,000,000.00	.00	100.0
09-00-4610-00 EARNINGS ON INVESTMENTS	3,398.86	3,788.16	5,000.00	1,211.84	75.8
TOTAL SOURCE 00	3,398.86	1,003,788.16	1,005,000.00	1,211.84	99.9
TOTAL FUND REVENUE	3,398.86	1,003,788.16	1,005,000.00	1,211.84	99.9

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
09-70-6544-03 GRADER ROLL OVER	.00	18,900.00	19,000.00	100.00	99.5
09-70-6544-04 POLICE VEHICLE	2,838.47	116,654.92	117,000.00	345.08	99.7
09-70-6544-05 SNOW PLOW FOR PICKUP	.00	6,572.00	10,500.00	3,928.00	62.6
09-70-6544-10 COMPUTERS	499.00	19,194.97	28,000.00	8,805.03	68.6
09-70-6544-12 LOADER	.00	96,750.00	100,000.00	3,250.00	96.8
09-70-6544-20 COPIER	6,986.76	9,310.11	10,000.00	689.89	93.1
09-70-6544-21 SOFTWARE	.00	.00	14,000.00	14,000.00	.0
<b>TOTAL DEPARTMENT 70</b>	<b>10,324.23</b>	<b>267,382.00</b>	<b>298,500.00</b>	<b>31,118.00</b>	<b>89.6</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>10,324.23</b>	<b>267,382.00</b>	<b>298,500.00</b>	<b>31,118.00</b>	<b>89.6</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 6,925.37)</b>	<b>736,406.16</b>	<b>706,500.00</b>	<b>( 29,906.16)</b>	<b>104.2</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-00-4110-00 DRAINAGE FEES	33,007.27	357,825.55	375,000.00	17,174.45	95.4
11-00-4610-00 EARNINGS ON INVESTMENTS	1,312.91	14,478.82	6,200.00	( 8,278.82)	233.5
<b>TOTAL SOURCE 00</b>	<b>34,320.18</b>	<b>372,304.37</b>	<b>381,200.00</b>	<b>8,895.63</b>	<b>97.7</b>
<b>TOTAL FUND REVENUE</b>	<b>34,320.18</b>	<b>372,304.37</b>	<b>381,200.00</b>	<b>8,895.63</b>	<b>97.7</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	1,314.02	13,794.52	18,500.00	4,705.48	74.6
11-25-5010-03 OVERTIME	.00	.00	100.00	100.00	.0
11-25-5011-00 PART TIME OFFICE	311.52	2,253.18	7,200.00	4,946.82	31.3
11-25-5025-00 MANAGER	2,067.18	24,757.43	26,900.00	2,142.57	92.0
11-25-5050-00 PAYROLL TAXES	152.60	2,929.66	4,000.00	1,070.34	73.2
11-25-5060-00 RETIREMENT FUND	30.82	2,020.12	3,300.00	1,279.88	61.2
11-25-5065-00 HEALTH INSURANCE	395.79	4,354.15	9,200.00	4,845.85	47.3
11-25-5070-00 WORKMAN'S COMPENSATION	.00	643.83	600.00	( 43.83)	107.3
11-25-6010-00 UTILITIES	126.58	1,204.06	1,800.00	595.94	68.9
11-25-6505-00 OFFICE SUPPLIES	.00	280.50	1,200.00	919.50	23.4
11-25-6506-00 UTILITY BILL MAILING	674.51	6,480.20	7,100.00	609.80	91.4
11-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	2,000.00	2,000.00	.0
11-25-6510-00 TELEPHONE	.00	700.00	700.00	.00	100.0
11-25-6522-00 INSURANCE AND BONDS	.00	2,500.00	2,500.00	.00	100.0
11-25-6544-04 COMPUTER SOFTWARE	.00	.00	2,500.00	2,500.00	.0
11-25-7020-00 MAINTENANCE AND REPAIRS	178.74	482.47	500.00	17.53	96.5
11-25-8010-00 AUDIT	.00	2,125.00	2,500.00	375.00	85.0
11-25-8012-00 COMPUTER PROF. SERVICES	109.09	3,300.00	3,300.00	.00	100.0
11-25-8014-00 LEGAL	.00	.00	2,000.00	2,000.00	.0
11-25-8017-00 PROFESSIONAL SERVICES	.00	.00	1,500.00	1,500.00	.0
<b>TOTAL ADMINISTRATION</b>	<b>5,360.85</b>	<b>67,835.12</b>	<b>97,400.00</b>	<b>29,564.88</b>	<b>69.7</b>
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	1,282.38	10,362.57	21,000.00	10,637.43	49.4
11-70-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
11-70-5050-00 PAYROLL TAXES	93.01	869.04	2,000.00	1,130.96	43.5
11-70-5060-00 RETIREMENT FUND	54.31	643.84	1,200.00	556.16	53.7
11-70-5065-00 HEALTH INSURANCE	646.72	3,919.91	10,100.00	6,180.09	38.8
11-70-5070-00 WORKMEN'S COMPENSATION	.00	1,931.49	1,700.00	( 231.49)	113.6
11-70-6510-00 TELEPHONE	17.19	791.69	800.00	8.31	99.0
11-70-6511-00 TRAINING	.00	.00	600.00	600.00	.0
11-70-6522-00 INSURANCE	.00	4,600.00	4,600.00	.00	100.0
11-70-6524-00 GAS & OIL	189.98	1,330.79	2,200.00	869.21	60.5
11-70-6526-00 OPERATING SUPPLIES	38.67	386.70	1,100.00	713.30	35.2
11-70-6544-06 INFRASTRUCTURE REPAIR	.00	.00	20,000.00	20,000.00	.0
11-70-7020-00 REPAIR & MAINTENANCE	.00	114.05	2,000.00	1,885.95	5.7
11-70-7022-00 VEHICLE REPAIRS	.00	.00	800.00	800.00	.0
11-70-7024-00 INLET REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
11-70-7026-00 CURB/GUTTER REPLACEMENT	.00	23,412.62	35,000.00	11,587.38	66.9
<b>TOTAL OPERATIONS</b>	<b>2,322.26</b>	<b>48,362.70</b>	<b>123,700.00</b>	<b>75,337.30</b>	<b>39.1</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>7,683.11</b>	<b>116,197.82</b>	<b>221,100.00</b>	<b>104,902.18</b>	<b>52.6</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>26,637.07</b>	<b>256,106.55</b>	<b>160,100.00</b>	<b>( 96,006.55)</b>	<b>160.0</b>

TOWN OF JOHNSTOWN  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
14-00-5010-00 LIBRARY- SALARIES	18,040.18	212,225.74	.00	( 212,225.74)	.0
14-00-5050-00 LIBRARY-PAYROLL TAXES	1,351.84	16,548.23	.00	( 16,548.23)	.0
14-00-5065-00 HEALTH INS.	369.30	4,062.30	.00	( 4,062.30)	.0
14-00-5070-00 WORKMENS COMPENSATION	.00	1,483.30	.00	( 1,483.30)	.0
<b>TOTAL DEPARTMENT 00</b>	<b>19,761.32</b>	<b>234,319.57</b>	<b>.00</b>	<b>( 234,319.57)</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>19,761.32</b>	<b>234,319.57</b>	<b>.00</b>	<b>( 234,319.57)</b>	<b>.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 19,761.32)</b>	<b>( 234,319.57)</b>	<b>.00</b>	<b>234,319.57</b>	<b>.0</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
15-00-4060-00 USE TAX	201,745.96	3,074,762.11	860,000.00	( 2,224,762.11)	361.7
15-00-4610-00 EARNINGS ON INVESTMENTS	2,469.46	81,692.85	30,000.00	( 51,892.85)	272.3
15-00-4720-00 FROM WATER FUND	.00	.00	45,000.00	45,000.00	.0
TOTAL SOURCE 00	204,215.42	3,156,454.96	925,000.00	( 2,231,454.96)	341.2
TOTAL FUND REVENUE	204,215.42	3,156,454.96	925,000.00	( 2,231,454.96)	341.2

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
15-70-6644-16 SOUTH PARISH RR CROSSING	.00	.00	65,000.00	65,000.00	.0
15-70-6644-17 YMCA FEASIBILITY STUDY	.00	10,995.00	12,000.00	1,005.00	91.6
15-70-7015-00 ANNUAL OVERLAY	.00	247,217.70	250,000.00	2,782.30	98.9
15-70-7020-00 STREET REPAIR & MAINT.	5,241.32	109,888.03	150,000.00	40,111.97	73.3
15-70-7022-00 ALLEY IMPROVEMENTS	.00	.00	2,000.00	2,000.00	.0
15-70-7035-00 COMMUNITY CENTER IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
15-70-7041-00 LIBRARY IMPROVEMENTS	.00	10,151.03	12,500.00	2,348.97	81.2
15-70-7045-00 STREETLIGHTS	.00	.00	5,000.00	5,000.00	.0
15-70-7047-00 SIGNS	.00	1,210.30	30,000.00	28,789.70	4.0
15-70-7065-00 SIDEWALK/CURB REPL.	.00	2,530.00	15,000.00	12,470.00	16.9
15-70-7085-00 SHOP IMPROVEMENTS	.00	.00	5,500.00	5,500.00	.0
15-70-7090-00 COLUMBINE COMPLEX REPAIRS	.00	.00	5,000.00	5,000.00	.0
15-70-8017-00 PROFESSIONAL SERVICES	6,585.00	50,080.24	75,000.00	24,919.76	66.8
<b>TOTAL DEPARTMENT 70</b>	<b>11,826.32</b>	<b>432,072.30</b>	<b>632,000.00</b>	<b>199,927.70</b>	<b>68.4</b>
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15-80-7060-00 REBATE	2,940.71	27,693.67	150,000.00	122,306.33	18.5
<b>TOTAL DEPARTMENT 80</b>	<b>2,940.71</b>	<b>27,693.67</b>	<b>150,000.00</b>	<b>122,306.33</b>	<b>18.5</b>
<hr/>					
<b>TOTAL FUND EXPENDITURES</b>	<b>14,767.03</b>	<b>459,765.97</b>	<b>782,000.00</b>	<b>322,234.03</b>	<b>58.8</b>
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<b>NET REVENUE OVER EXPENDITURES</b>	<b>189,448.39</b>	<b>2,696,688.99</b>	<b>143,000.00</b>	<b>( 2,553,688.99)</b>	<b>1885.8</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
16-00-4070-00 FROM SALES TAX	6,422.34	100,737.23	93,000.00	( 7,737.23)	108.3
16-00-4810-00 EARNINGS ON INVESTMENTS	.00	240.76	20.00	( 220.76)	1203.8
<b>TOTAL SOURCE 00</b>	<b>6,422.34</b>	<b>100,977.99</b>	<b>93,020.00</b>	<b>( 7,957.99)</b>	<b>108.6</b>
<b>TOTAL FUND REVENUE</b>	<b>6,422.34</b>	<b>100,977.99</b>	<b>93,020.00</b>	<b>( 7,957.99)</b>	<b>108.6</b>

TOWN OF JOHNSTOWN  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
16-70-7010-00 CONSTRUCTION	.00	107,000.00	107,020.00	20.00	100.0
TOTAL DEPARTMENT 70	.00	107,000.00	107,020.00	20.00	100.0
TOTAL FUND EXPENDITURES	.00	107,000.00	107,020.00	20.00	100.0
NET REVENUE OVER EXPENDITURES	6,422.34	( 6,022.01)	( 14,000.00)	( 7,977.99)	( 43.0)

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
17-00-4610-00 EARNINGS ON INVESTMENTS	4,845.74	55,382.49	35,000.00	( 20,382.49)	158.2
TOTAL SOURCE 00	4,845.74	55,382.49	35,000.00	( 20,382.49)	158.2
<u>SOURCE 01</u>					
17-01-4110-01 TRANSPORATION FAC. DEV. FEE	357,380.88	1,139,395.37	230,000.00	( 909,395.37)	495.4
17-01-4110-02 POLICE FACILITIES DEV. FEE	45,566.27	184,719.10	53,000.00	( 131,719.10)	348.5
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	89,831.92	405,731.52	142,000.00	( 263,731.52)	255.7
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	10,377.00	188,959.20	138,000.00	( 50,959.20)	136.9
17-01-4110-05 LIBRARY FACILITIES FEE	6,156.00	103,160.40	27,000.00	( 76,160.40)	382.1
17-01-4110-06 TRAFFIC SIGNAL	836.58	6,613.78	5,000.00	( 1,613.78)	132.3
TOTAL SOURCE 01	510,138.65	2,028,579.37	595,000.00	( 1,433,579.37)	340.9
TOTAL FUND REVENUE	514,784.39	2,083,961.86	630,000.00	( 1,453,961.86)	330.8

TOWN OF JOHNSTOWN  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
17-70-8017-00 PARKS & OPEN - PROFESSIONAL	.00	.00	20,000.00	20,000.00	.0
17-70-8018-00 TRANSPORTATION EXPENDITURES	17,045.03	53,507.59	700,000.00	646,492.41	7.6
<b>TOTAL DEPARTMENT 70</b>	<b>17,045.03</b>	<b>53,507.59</b>	<b>720,000.00</b>	<b>666,492.41</b>	<b>7.4</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>17,045.03</b>	<b>53,507.59</b>	<b>720,000.00</b>	<b>666,492.41</b>	<b>7.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>497,739.36</b>	<b>2,030,454.27</b>	<b>( 90,000.00)</b>	<b>( 2,120,454.27)</b>	<b>2256.1</b>

TOWN OF JOHNSTOWN  
BALANCE SHEET  
NOVEMBER 30, 2016

BANK FUND

ASSETS

99-00-1000-00	COMBINED CASH	(	8,390,473.99)	
99-00-1011-00	CASH IN BANK		9,138,909.44	
99-00-1075-00	UTILITY CASH CLEARING ACCOUNT	(	25,655.53)	
99-00-1310-01	DUE TO/FROM GENERAL FUND	(	911,568.53)	
99-00-1310-02	DUE TO/FR WATER FUND		23,638.35	
99-00-1310-03	DUE TO/FROM SEWER FUND		109,687.27	
99-00-1310-04	DUE TO/FROM WATERWORKS CAP		499.47	
99-00-1310-07	DUE TO/FROM CEMETERY PERPETUAL	(	3,154.79)	
99-00-1310-11	DUE TO/FROM DRAINAGE FUND		50,139.61	
99-00-1310-16	DUE TO/FROM JOHNSON'S CORNER	(	3,788.82)	
	TOTAL ASSETS		(	<u>11,767.52)</u>

LIABILITIES AND EQUITY

LIABILITIES

99-00-2101-00	ACCOUNTS PAYABLE	(	5,177.42)	
99-00-2241-00	HEALTH INSURANCE	(	4,698.36)	
99-00-2243-00	GARNISHMENT		1,111.62	
99-00-2251-00	POL. PENSION WH PAYABLE		3,612.84	
99-00-2261-00	CREDIT UNION PAYABLE		450.00	
99-00-2271-00	RETIREMENT FUND	(	7,066.20)	
	TOTAL LIABILITIES		(	11,767.52)

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
REVENUE OVER EXPENDITURES - YTD		<u>8,390,473.99</u>		
BALANCE - CURRENT DATE			<u>8,390,473.99</u>	
TOTAL FUND EQUITY				<u>8,390,473.99</u>
TOTAL LIABILITIES AND EQUITY				<u>8,378,706.47</u>

**AGREEMENT**  
**(Weld County)**



Public Health

## AGREEMENT FOR THE SAMPLING AND ANALYSIS OF WATER

THIS AGREEMENT is made and entered into this 1st day of December, 2016, by and between Town of Johnstown, whose address is PO Box 609 Johnstown, CO 80534 (hereinafter referred to as "System"), and the Board of County Commissioners for the County of Weld, State of Colorado, on behalf of the Weld County Department of Public Health and Environment (hereinafter referred to as "Health Department"), and whose office is located at 1555 North 17<sup>th</sup> Avenue, Greeley, Colorado 80631.

### BACKGROUND INFORMATION

1. Weld County Code, Section 14, Article II authorizes Health Department to perform by agreement the testing of drinking water for suppliers thereof and the testing of pollutant discharges for those persons and entities holding permits to discharge pollutants into state waters; and
2. System requires analysis for compliance purposes and/or other needs; and
3. Health Department possesses the necessary equipment and expertise required to perform the sampling and analysis of the water for System as required by federal law; and
4. The services provided by Health Department pursuant to this Agreement shall benefit the health, safety, and welfare of those persons residing within the area served by System.

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

### AGREEMENT

1. Authorization to Act. The System hereby authorizes Health Department to perform the services listed in this Agreement and in the Weld County Code, Section 14, Article II, for the testing of Drinking Water on behalf of System. The provisions of Weld County Code, Section 14, Article II, including however such provisions may be amended during the term of this Agreement, are incorporated herein in their entirety. Health Department shall act as an independent contractor in relation to the System in the performance of services set forth in this Agreement. None of the Health Department employees and/or agents shall become employees of System, and no employees of System shall be deemed or become employees of the Health Department by virtue of this Agreement.
2. Term. This Agreement shall become effective on this 1st day of January, 2017. The term of this Agreement shall automatically renew from year to year, unless and until otherwise sooner terminated pursuant to the provisions of paragraph 6 of this Agreement. Health Department shall notify System of any change in the contracted fee for the upcoming term no later than November 30<sup>th</sup> of the ending term. System shall be deemed to have accepted the change in the contracted fee for

the applicable upcoming term if System has not objected to said change prior to December 31 of the ending term.

3. Services to be Provided by Health Department. Health Department agrees to provide services to System at the fee rates annually approved by the Board of County Commissioners. Observing volume discounts may apply for bacteriological samples collected by Weld County staff according to the following schedule and on a case by case basis.

Frequency	Discount
>=1 Quarterly	10%
>=1 Monthly	20%
>=5 Monthly	25%
>=10 Monthly	30%
>=20 Monthly	40%
>=30 Monthly	45%

Methods used by Health Department in providing said services shall be in accordance with Section 14-2-20 et seq. of the Weld County Code. Health Department shall provide further services as mutually agreed upon by Health Department and System at times and for compensation as agreed to by the parties hereto. Health Department does not make any representations as to the adequacy of System's compliance with federal or state law governing the sampling of drinking water, wastewater, or other environmental waters.

4. Records. Health Department will provide to System complete copies of sampling analysis reports made by Health Department pursuant to this Agreement. Health Department will maintain records pursuant to law and regulation.
5. Release and Hold Harmless. Liability. Subject to the monetary limits, notice requirements, immunities, rights, benefits, defenses, limitations, and protections available to the parties under the Colorado Governmental Immunity Act as currently written or hereafter amended, each party agrees to be responsible and assume liability for losses and liabilities caused by its own wrongful or negligent acts and omissions, and those of its officers, agents and employees. No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any provision of the Colorado Governmental Immunity Act or any other immunities and benefits available to the parties by law.
6. Termination. Either party may terminate this Agreement upon 30 days written notice to the other party at the addresses set forth in this Agreement. If this Agreement is so terminated, System shall pay that compensation to Health Department which duly reflects the actual amount of compensation due and owing to Health Department for services previously provided to System.
7. Obligations and Duties of System. System shall perform all of the obligations and duties set forth in Section 14-2-20 et seq. of the Weld County Code. In addition, System shall pay for the services rendered by Health Department pursuant to this Agreement according to the contracted amount set forth in paragraph 3 of this Agreement, and/or as may be mutually agreed to by the parties hereto. Payment shall be due within thirty (30) days of the quarter ending: March 31, June 30, September 30, and December 31 during the term of this Agreement. It is the System's responsibility to notify the Health Department of Monitoring Schedule changes to ensure compliance requirements are met.

8. Waiver of Immunities/Duty of Care. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may now possess, nor shall any portion of this Agreement be deemed to or create a duty of care with respect to persons not a party to this Agreement.
9. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this Agreement is for any reason held or decided to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions hereof. The parties hereto declare that they would have entered into this Agreement and each and every section, subsection, paragraph, sentence, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases may be declared to be unconstitutional or invalid.
10. Notices. Any notice provided for in this Agreement shall be in writing and shall be served by personal delivery or by certified mail, return receipt requested, postage prepaid, or served by facsimile with confirmation of receipt, at the addresses or fax numbers set forth in this Agreement, until such time as written notice of a change is received from the party wishing to make a change of address. Any notice so mailed and any notice served by personal delivery or by facsimile shall be deemed delivered and effective upon receipt or upon attempted personal delivery.

SYSTEM:

Name: Town of Johnstown  
 Attn: Diana Seele  
 Address: PO Box 609  
 Address: \_\_\_\_\_  
 City, State, Zip: Johnstown, CO 80534  
 Phone: (970) 587-4664  
 Email: dseele@townofjohnstown.com

HEALTH DEPARTMENT:

Weld County Department of Public  
 Health and Environment  
 Attn: Administration Division  
 1555 North 17<sup>th</sup> Avenue  
 Greeley, Colorado 80631  
 Phone: 970-400-2122

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day, month, and year first above written.

SYSTEM NAME:

Town of Johnstown

By: \_\_\_\_\_  
 Authorized Representative Signature

Title: Mayor  
 Of Authorized Representative

WELD COUNTY DEPARTMENT OF  
 PUBLIC HEALTH AND  
 ENVIRONMENT

By delegation from the BOARD OF  
 COUNTY COMMISSIONERS FOR  
 THE COUNTY OF WELD, STATE OF  
 COLORADO

By: \_\_\_\_\_  
 Mark E. Wallace, M.D., MPH  
 Director, Weld County Department of  
 Public Health and Environment

**AGREEMENT**  
**(Larimer Humane Society)**

## AGREEMENT

Section 1. This Agreement, dated for reference purposes only this 1<sup>st</sup> day of January 2017, is made by and between Town of JOHNSTOWN, JOHNSTOWN, Colorado, hereinafter referred to as "the Town" and the Larimer Humane Society, hereinafter referred to as "the Society";

WITNESSETH:

WHEREAS, The Town of JOHNSTOWN has adopted, by resolution, a policy aimed at providing economical, safe, and humane animal sheltering and humane law enforcement services for residents of the Town and funds have been provided therefore; and

WHEREAS, the Society, a nonprofit corporation, is dedicated to safe and humane treatment of animals and desires to furnish said services;

WHEREAS, the Society operates a State-licensed animal shelter at 6317 Kyle Avenue, Fort Collins, Colorado, and employs trained and qualified persons to transport, shelter and handle animals within its custody; mailing address is 5137 S College Ave, Fort Collins, 80525.

NOW, THEREFORE, the Town of JOHNSTOWN and the Larimer Humane Society agree to the following:

1. Duration of the Agreement. This Agreement shall have initial term of one year, January 1, 2017 through December 31, 2017, and shall automatically renew for successive 12 month terms, unless terminated by either party 90 days prior to end of term or unless sooner terminated as provided herein. Notice of termination shall be written notice to the other party stating such termination.
2. Scope of Services. The Humane Society shall perform the following duties pursuant to this Agreement:
  - a. Maintain and operate all physical plant facilities and equipment necessary for the efficient, effective operation of an animal shelter in compliance with state laws and ordinances and resolutions of the Town;
  - b. Provide for, or be responsible for, the professional services of a doctor of veterinary medicine licensed to so practice in the state of Colorado and available for 24 hour emergency services;
  - c. Maintain and provide all medical supplies, professional instruments, and equipment necessary for the efficient, effective operation of said animal shelter
  - d. Provide humane and appropriate vehicles equipped with equipment necessary for transport of animals impounded by the town to the animal shelter or designated veterinary clinic.

3. Operation and Management of Shelter. The Society shall:
- a. Conduct the operations of the animal shelter within and upon the above described property;
  - b. Comply with the applicable laws of the State of Colorado, ordinances of the Town, the existing administrative directives of the Town, and such future administrative directives of the Town as may from time to time be agreed to by the Society and the Town Board of Trustees of the said Town, relative to operating and managing the Animal Shelter and vehicles used for transport;
  - c. Maintain the shelter in a clean, sanitary condition as required by the Pet Animal Care and Facilities Act;
  - d. Accept from the Town for impoundment in the animal shelter, dogs, cats, and other companion animals similar in size to dogs, under the same terms and conditions as herein provided for the impoundment of dogs;
  - e. Do each and every other professional act deemed necessary or appropriate to the end that the animal shelter shall be operated in an efficient, effective, and economical manner;
  - f. Not release or otherwise dispose of any dog or other animal placed by the Town with the Society under the terms of this agreement unless and until all impoundment periods prescribed by the Town and the State of Colorado Pet Animal Care Facilities Act have been satisfied or unless euthanasia prior to that time is deemed necessary or appropriate by the veterinarian or designated shelter personnel advising the Society.
  - g. Keep and maintain all animals covered by this agreement impounded to it by the Town under the provisions of this agreement for at least the time required by the State of Colorado Pet Animal Care Facilities Act. In the event any animal is held for the purpose of observation for the presence of rabies, the animal shall be held for such times as directed by the Town Chief of Police or Health Department, or other designated individual which time shall not be less than ten (10) days or such greater times as may be provided in the governing Town regulation or ordinance during which times, the daily board fee will be collected from the owner of the animal, or in the case of an unowned animal, will be paid by the Town.
  - h. Not release an animal to its owner unless all requirements of the Town's regulation or ordinances, including payment of impoundment fees have been complied with unless the Society, in its sole discretion, waives said fees. The Society will report any fees waived and will not charge the Town for the impoundment/board of these animals.
  - i. Submit a report on a quarterly basis with annual summary to the Town listing the

following information in regard to the previous quarter:

1. Total number of stray animals admitted from the Town. If the animal is brought to the Society by a citizen, the Society will make best efforts to confirm that the animal was found at an address in the Town.
  2. Total amount due based on fees described in Section 6 of this Agreement.
  3. Total number of impounded animals returned to their owners.
  4. Total number of impounded animals not reclaimed by their owners.
  5. Total fees due by the Town for animals not reclaimed by their owners based on fees described in Section 6 of this agreement.
  6. Total fees due by the Town for unowned stray animals held under rabies quarantine based on fees described in Section 8 of this agreement.
4. Transport of Animals. With regard to assisting the Town and transporting animals pursuant to this agreement, the Society shall:
- a. Respond to calls which originate from the Town, between the hours of 8:00 a.m. and 8:00 p.m. Monday through Sunday, and on an emergency basis as needed.
  - b. The Society shall only respond to requests for field service from the Town's Police, Larimer County Sherriff dispatch or the Town Hall. Society will instruct Town citizen's requesting service to contact one of entities.
  - c. That transportation of the animals must take place within a reasonable time from the time the animal is taken into custody by the Town
  - d. Ensure that injured or ill stray animals receive veterinary care in accordance with the State of Colorado Pet Animal Care Facilities Act.
  - e. To immediately notify the Humane Society or to immediately transport an animal to a licensed veterinarian for treatment if the animal is suffering or requires
  - f. immediate veterinary care. Maintain records of all calls responded to, and shall, at the end of each quarter, submit the following information:
    1. Case number of each call responded to.
    2. Total number of calls during normal hours of coverage.
    3. Total number of calls on an emergency basis.
    4. Total amount due based on fees described in Section 8 of this Agreement.
5. Transport of Animals. With regard to assisting the Society and transporting animals pursuant to this agreement, the Town shall:
- a. Provide humane treatment, adequate food, access to water and sanitary conditions for animals picked up by the Town until they can be transported to the shelter.
  - b. That transportation of the animals must take place within a reasonable time from the time the animal is taken into custody by the Town.
  - c. To immediately notify the Humane Society or to immediately transport an animal to a licensed veterinarian for treatment if the animal is suffering or requires immediate veterinary care.

6. Enforcement. With regard to assisting the town with enforcement of animal regulations pursuant to this agreement, the Society shall:
- a. Provide enforcement of either state or local animal regulations only at the Town's request. The Society shall only respond to requests for field service from the Town's Police, Larimer County Sherriff dispatch or the Town Hall. Society will instruct Town citizen's requesting service to contact one of entities.
  - b. Conduct the investigation and enforcement action in a timely manner.
  - c. Provide the Town a record of the investigation in a timely manner.

7. Enforcement. With regard to assisting the town with enforcement of animal regulations pursuant to this agreement, the Town shall:
- a. Provide Society with yearly training of Town animal ordinances and swear-in society officers.
  - b. Provide Society with appropriate paperwork to enforce Town animal ordinances.

8. Indemnity. Notwithstanding anything else herein, the Society shall protect, defend, indemnify, and hold harmless the Town, the departments and agencies thereof, its officers, elected and appointed, and its employees, servants, and agents from any and every action, cause of action, claim or demand of any person, natural or corporate who is not a subscribing party to this Agreement resulting from or arising out of any negligent act or omission of the Society, its officers, employees or agents, relating to the performance of any of the obligations of the Society under this Agreement. The Society shall not however, be liable for the acts, claims, or demands which may arise from the negligent acts of the Town, its officers, elected or appointed, and the departments thereof, nor for acts, claims or demands based upon the operation of the animal shelter by the Society or the transport of animals to the Shelter in compliance with instructions or orders given to the Society by authorized agents or elected or appointed officers of the Town, and the Town shall indemnify and hold the Society harmless therefrom to the fullest extent permitted by law.

9. Insurance. The Society shall carry liability insurance sufficient to insure against acts of omission of the Society, its employees and agents, with the minimum coverage as follows:

Bodily Injury	\$150,000.00/\$4,000,000.00
Property Damage	\$50,000.00

The Town shall be an "Additional Insured" on any policy obtained by the Society pertaining to its duties under this Agreement with respect to operations performed by or on behalf of the Society and falling within the scope of the agreement between the Town and the Society.

10. Fee Schedule. The Town agrees:

- a. To pay the Society \$25shelter fee for each animal impounded from the Town.
- b. To pay the Society \$15 per day cost of care fee for each animal not reclaimed by its owner, not to exceed \$75 (\$15 X 5 day stray period).
- c. To pay the Society \$15/day cost of care fee for each animal held under court order. There will be a charge of \$30/day for dogs on long term impounds required by State of Colorado Pet Animal Care Facilities Act to have two runs.
- d.
- e. To pay the Society \$65for each stray animal not reclaimed by its owner.
- f. To pay the Society \$25impound plus 10-days board @ \$15 per day for unowned stray animals held under rabies quarantine. There will be a charge of \$30/day for dogs on long term impounds required by State of Colorado Pet Animal Care Facilities Act to have two runs.
- g. To pay the Society \$55per call for officer assistance between the hours of 8:00 a.m. - 8:00 p.m.; and pay the Society \$65per call for after-hours officer assistance.
- h. That the Society may retain, as additional compensation, all impound fees collected by the Society from individuals whom animals are released which have been impounded by the Town.

11. Independent Contractor Status. The Parties agree that:

- a. The Society is and shall at all times remain an independent contractor with the Town.
- b. The Society has under this Agreement only the right to receive compensation from the Town for the services performed hereunder;
- c. As to its dealings with third parties, the Parties shall have no power to bind the other by contract or any other manner, nor shall either have any power or authority to act for or on behalf of the other.
- d. The Society shall not assign any of the rights acquired by or delegate the duties imposed upon it under the provisions of the agreement without having first obtained the written permission of the Town to do so.
- e. This Agreement may not be enlarged, modified, or altered except in writing, signed by the parties as an amendment thereto;
- f. No waiver of rights created by any breach of this contract shall be construed to be a waiver of rights created by any subsequent breach thereof;
- g. The only expenditures to be made by the Town under any by virtue of this Agreement shall be the charges and fees specifically provided.
- h. Society has complied with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.

12. Taxes, Benefits and Workers' Compensation. With regard to taxes, benefits and workers' compensation:

- a. Town will not:
  - 1. withhold FICA (Social Security and Medicare taxes) from Society's payment

- or make FICA payments on Society's behalf,
- 2. withhold state or federal income tax from Society's payments.
- 3. Society shall pay all taxes incurred while performing services under this Agreement including all applicable income taxes and, if Society is not a corporation, self-employment (Social Security) taxes. Upon demand, Society shall provide Town with proof that such payments have been made.

SOCIETY IS NOT ENTITLED TO WORKERS  
COMPENSATION BENEFITS AND SOCIETY IS OBLIGATED  
TO PAY FEDERAL AND STATE INCOME TAXES ON ANY  
MONIES EARNED PURSUANT TO THIS AGREEMENT.

- 4. Society understands that Society is not eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Town.
  - 5. Town shall make no state or federal unemployment compensation payments on behalf of Society. Society will not be entitled to these benefits in connection with work performed under this Agreement.
13. Miscellaneous. The parties agree that strict and timely compliance with the pertinent laws of the State of Colorado, ordinances of the Town, and administrative directives of the Town, the future administrative directives of the Town, and administrative directive of the Town, as may be agreed to by the Society and the Town Board of Trustees of the said Town relative to the animal shelter and transporting services, and the provisions of this agreement, all as they relate to the operation of the animal shelter, shall be the essence hereof; and, that the failure of either of the parties to so conform shall be sufficient cause of the other to terminate this agreement upon written notice to the defaulting party.

This Agreement will be governed by the laws of the State of Colorado.

14. Exclusive Agreement. The Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

This is the entire Agreement between Society and Town.

IN WITNESS WHEREOF, the parties hereto have personally subscribed and ensealed these presents or have caused the same to be done by the duly authorized and commissioned officers thereof on the day and year above written.

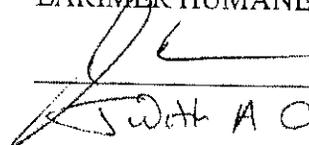
ATTEST:

TOWN OF JOHNSTOWN:

ATTEST:

LARIMER HUMANE SOCIETY

  
\_\_\_\_\_  
DIRECTOR OF ANIMAL CONTROL

  
\_\_\_\_\_  
S. With A. Colborn  
Executive Director

**RESOLUTION**

**No. 2016-15**

**TOWN OF JOHNSTOWN, COLORADO**

**RESOLUTION NO. 2016-15**

**APPROVING AN AMENDMENT TO THE 2534 DESIGN GUIDELINES LAND USE PLAN TO DESIGNATE LOTS 1 & 2, BLOCK 9, 2534 9<sup>TH</sup> FILING, AS “AREA B.2” TO ALLOW MULTI-FAMILY RESIDENTIAL DEVELOPMENT AND TO DESIGNATE LOTS 4 & 5, 2534 12<sup>TH</sup> FILING, AS “AREA B.1” TO AUTHORIZE OFFICE, FLEX AND RETAIL USES**

**WHEREAS**, on November 1, 2004, the Town Council of the Town of Johnstown approved and adopted design guidelines for the 2534 Development (“2534 Design Guidelines”); and

**WHEREAS**, since the initial approval, the Town Council has approved amendments to the Land Use Plan contained in the 2534 Design Guidelines, consistent with the evolving needs and desires of the 2534 Development; and

**WHEREAS**, on August 22, 2016, the Gerrard Family Limited Partnership, LLLP, on behalf of Continental Properties Company, Inc., submitted an application for an amendment to the 2534 Design Guidelines Land Use Plan to designate Lots 1 & 2, Block 9, 2534 9<sup>th</sup> Filing, which is approximately 12.8 acres, from an Area C designation (Light Industrial, Flex, Office and Retail) to an Area B.2 designation (Office, Flex, Retail and Multi Family Residential) to allow multi-family residential development (“Application”); and

**WHEREAS**, in connection with the proposed multi-family development, the applicant (and/or the Thompson Crossing Metropolitan District No. 2) proposes to develop the adjoining open space to the east of Lots 1 & 2, Block 9, 2534 9<sup>th</sup> Filing, as a private, corporate-style park with concrete paths, landscaping, benches and picnic pavilion; and

**WHEREAS**, to provide more compatible land development, the applicant and Town staff agreed that a corresponding change to the 2534 Design Guidelines Land Use Plan to designate Lots 4 & 5, 2534 12<sup>th</sup> Filing, which is approximately 13 acres, from an Area C designation (Light Industrial, Flex, Office and Retail) to an Area B.1 designation (Office, Flex and Retail) is appropriate; and

**WHEREAS**, Section 1.5.5 of the 2534 Design Guidelines provides that a change in land use constitutes a major change and shall require action by the Planning and Zoning Commission and final approval by the Town Council; and

**WHEREAS**, the Planning and Zoning Commission held a public hearing on September 28, 2016, and voted to recommend approval of the proposed land use changes on the following conditions:

1. The adjoining open space to the east of Lots 1 & 2, Block 9, 2534 9<sup>th</sup> Filing, shall be developed into a quality amenity concurrent with the development of the multi-family

residential development in the form of a corporate park with, at a minimum, concrete paths, landscaping, benches and picnic pavilion;

2. The quality of the overall multi-family residential development, including, but not limited to, the architecture and amenities, shall be equal to or better than the representations provided in the Application and shall include, at a minimum, the use of stucco and stone/brick; and
3. The potential impacts of the proposed multi-family residential development, including, but not limited to, impacts from parking lots and drives and site lighting on the nearby single family residential neighborhood, shall be considered and addressed in the final design and the final development plan;

and

**WHEREAS**, on December 5, 2016, the Town Council held a public hearing to consider the Application and heard evidence presented by the applicant and others; and

**WHEREAS**, based upon all the evidence received, the Town Council finds that proposed land use changes are appropriate and in the best interests of the Town.

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

Section 1. The 2534 Design Guidelines Land Use Plan shall be amended to designate Lots 1 & 2, Block 9, 2534 9<sup>th</sup> Filing, as "Area B.2" and to designate Lots 4 & 5, 2534 12<sup>th</sup> Filing, as "Area B.1.," subject to the conditions set forth above.

Section 2. This Resolution shall be in full force and effect from and after its passage and approval.

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

**ATTEST:**

**TOWN OF JOHNSTOWN, COLORADO**

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

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

# **ORDERS**

**TOWN OF JOHNSTOWN  
LIQUOR LICENSING AUTHORITY**

450 S. Parish Avenue  
Johnstown, CO 80534  
Phone No. (970) 587-4664

**IN THE MATTER OF:**

**JOHNSTOWN LIQUOR, INC.**

21 S. Parish Avenue  
Johnstown, CO 80534

**LICENSE NO. 14-72739-0000**

\_\_\_\_\_  
**Δ AUTHORITY USE ONLY Δ**

**ORDER APPROVING CHANGE OF OWNERSHIP  
OF JOHNSTOWN LIQUOR, INC.**

THIS MATTER came before the Town of Johnstown Liquor Licensing Authority (“Authority”) on Johnstown Liquor, Inc.’s Report of Change of Ownership dated September 20, 2016 (“Report”). The Authority, having reviewed the Report, conducted a Public Hearing on November 7, 2016 and on December 5, 2016, and considered the evidence, hereby

FINDS that Mr. Arnold Martinez is of good moral character to hold a liquor license as required by C.R.S. § 12-47-307; and

ORDERS that the change of ownership of Johnstown of Liquor, Inc. for liquor licensing purposes is approved and that Mr. Arnold Martinez may hold the privileges associated with Liquor License No. 14-72739-0000.

Done and dated this \_\_\_ day of December, 2016.

BY THE AUTHORITY:

\_\_\_\_\_  
Scott James  
Mayor, Town of Johnstown  
Chairperson, Liquor Licensing Authority

**TOWN OF JOHNSTOWN  
LIQUOR LICENSING AUTHORITY**

450 S. Parish Avenue  
Johnstown, CO 80534  
Phone No. (970) 587-4664

**IN THE MATTER OF:**

**JOHNSTOWN LIQUOR, INC.**

21 S. Parish Avenue  
Johnstown, CO 80534

**LICENSE NO. 14-72739-0000**

**Δ AUTHORITY USE ONLY Δ**

**ORDER APPROVING CHANGE OF LOCATION  
OF JOHNSTOWN LIQUOR, INC.**

THIS MATTER came before the Town of Johnstown Liquor Licensing Authority ("Authority") on Johnstown Liquor, Inc.'s Application for a Change of Location dated September 26, 2016 ("Application"), seeking to change the location of the licensed premises in the Town of Johnstown from 21 S. Parish Avenue to 257 Johnstown Center Drive, Units 101, 102 & 103. The Authority, having reviewed the Application, conducted a Public Hearing on November 7, 2016 and on December 5, 2016, and considered the evidence, including but not limited to the petition circulated by the Applicant, hereby

FINDS that, pursuant to C.R.S. § 12-47-312(2)(a), the reasonable requirements of the designated neighborhood, the desires of the adult inhabitants and the number, type and availability of alcoholic beverage outlets located in or near the neighborhood support the change of location; and

ORDERS that the Application is approved and Johnstown Liquor, Inc. may change the location of the licensed premises in the Town of Johnstown from 21 S. Parish Avenue to 257 Johnstown Center Drive, Units 101, 102 & 103.

Done and dated this \_\_\_\_ day of December, 2016.

BY THE AUTHORITY:

\_\_\_\_\_  
Scott James  
Mayor, Town of Johnstown  
Chairperson, Liquor Licensing Authority



**AGENDA ITEM 9A**

**3.2%**

**BEER RETAIL LICENSE**

**(Off Premises)**

**RENEWAL**

**(Hays Market Inc.)**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** December 19, 2016

**ITEM NUMBER:** 9A

**SUBJECT:** Consider 3.2% Beer Retail License (Off Premises) Renewal for Hays Market Inc.

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

**PRESENTED BY:** Town Clerk

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**AGENDA ITEM DESCRIPTION:** Russell Hays, owner of Hays Market Inc. has submitted a renewal application to the Town Clerk (refer to attachment) for a 3.2% beer retail license (off premises) renewal for Hays Market located at 201 Johnstown Center Drive, 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.

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**LEGAL ADVICE:** N/A

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**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** Approve 3.2% beer retail license (off premises) renewal for Hays Market Inc.

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**SUGGESTED MOTIONS:**

**For Approval:** I move to approve the 3.2% beer retail license (off premises) renewal for Hays Market Inc.

**For Denial:** I move to deny approval of the 3.2% beer retail license (off premises) renewal for Hays Market Inc.

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**Reviewed:**

  
Town Manager

**RENEWAL  
APPLICATION**

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

HAYS MARKET  
 PO BOX 1067  
 NORFOLK NE 68702-1067



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

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

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

Licensee Name <b>HAYS MARKET INC</b>		DBA <b>HAYS MARKET</b>		
Liquor License # <b>14147860000</b>	License Type <b>3.2% Beer Off Premises (city)</b>	Sales Tax License # <b>14147860000</b>	Expiration Date <b>01/04/2017</b>	Due Date <b>11/20/2016</b>
Operating Manager <b>Russell Hays</b>	Date of Birth <b>10-1-78</b>	Home Address <b>1901 Goldenvue Dr. Johnstown, Co 80534</b>		
Manager Phone Number <b>970-587-4658</b>		Email Address <b>russell@haysmarket.com</b>		
Street Address <b>201 JOHNSTOWN CENTER DR JOHNSTOWN CO 80534-9073</b>				Phone Number <b>3035874658</b>
Mailing Address <b>PO BOX 1067 NORFOLK NE 68702-1067</b>				

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease \_\_\_\_\_
- Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO  
**Hays Market of Berthoud, LLC  
 919 Mountain Avenue  
 Berthoud, CO 80513**

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <b>Russell T. HAYS</b>	Title <b>OWNER</b>
Signature 	Date <b>10-20-16</b>

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

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

Local Licensing Authority For	Date
Signature	Title
	Attest

**POLICE  
REPORTS**



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

APPLICANT: **Hays Market**

ADDRESS: **201 Johnstown Center Drive, Johnstown**

TYPE LICENSE: **3.2% Beer Off Premises**

POLICE CALLS FOR SERVICE AT THIS LOCATION:

LIQUOR VIOLATIONS AT THIS LOCATION:

ARRESTS DUE TO ALCOHOL AT THIS LOCATION:

JPD RECOMMENDATION FOR RENEWAL: YES XXX NO \_\_\_\_\_

REPORTING OFFICER:



DATE: 12/2/16

ADDITIONAL INFORMATION: 1 employee attended training



**AGENDA ITEM 9B**

**3.2%**

**BEER RETAIL LICENSE**

**(Off Premises)**

**RENEWAL**

**(7-Eleven Store 34238A)**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** December 19, 2016

**ITEM NUMBER:** 9B

**SUBJECT:** Consider 3.2% Beer Retail License (Off Premises) Renewal-7-Eleven Store 34238A

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

**PRESENTED BY:** Town Clerk

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**AGENDA ITEM DESCRIPTION:** Monte Strotheide, operating manager of the 7- Eleven Inc. has submitted a renewal application to the Town Clerk for a 3.2% Beer Retail License (Off Premises) for 7-Eleven Store 34238A located at 50 Telep Avenue, Johnstown, CO 80534. The required fees have been submitted to the Town. According to the Johnstown Police Department, the establishment has cooperated with law enforcement officials and there have been no violations of the liquor code during the last licensing period (refer to attachment).

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

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**LEGAL ADVICE:** N/A

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**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** Approve the 3.2% Beer Retail License (Off Premises) renewal for 7-Eleven Store 34238A

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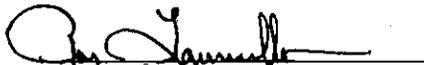
**SUGGESTED MOTIONS:**

**For Approval:** I move to approve 3.2% Beer Retail License (Off Premises) renewal for 7-Eleven Store 34238A.

**For Denial:** I move to deny approval of the 3.2% Beer Retail License (Off Premises) renewal for 7-Eleven Store 34238A.

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**Reviewed:**

  
Town Manager

**RENEWAL  
APPLICATION**

183324 / Denver 315216  
**RETAIL LIQUOR OR 3.2 BEER  
 LICENSE RENEWAL APPLICATION**

7-ELEVEN STORE 34238A  
 ATTN: 7 ELEVEN LICENSING, PO BOX 219088  
 DALLAS TX 75221

RECEIVED  
 OCT 10 2016  
 LICENSE DEPT.

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

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

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

Licensee Name MDS ENTERPRISES, INC. & 7-ELEVEN, INC.		DBA 7-ELEVEN STORE 34238A		
Liquor License # 4600265	License Type 3.2% Beer Off Premises (city)	Sales Tax License # 30542369	Expiration Date 01/12/2017	Due Date 11/28/2016
Operating Manager Monte Strotheide	Date of Birth 10-07-57	Home Address 633 Dakota Way Windsor CO 80550		
Manager Phone Number 070-442-5097	Email Address cheryl.swinford@7-11.com			
Street Address 50 TELEP AVE JOHNSTOWN CO 80534				Phone Number 9705872404
Mailing Address ATTN: 7 ELEVEN LICENSING, PO BOX 219088 DALLAS TX 75221				

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease 3-31-19
- Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business Cheryl Swinford	Title AP Supervisor
Signature Cheryl Swinford	Date 11-11-16

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

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

Local Licensing Authority For	Date
Signature	Title
	Attest

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

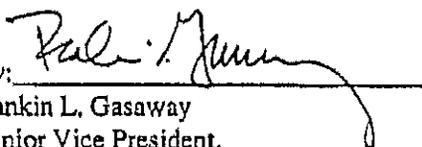
IN WITNESS WHEREOF, the undersigned Senior Vice President of 7-Eleven has executed this document this 12 day of September, 2013.

Attest:

  
\_\_\_\_\_  
Arthur E. Rubinet  
Assistant Secretary

7-ELEVEN, INC.

By:

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

State of Texas  
County of Dallas

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

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

*Karen Pennell*

Notary Public





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

<b>Market Manager</b>	Tracy Petrovic		CELL (303) 884-7395		Tracy.Petrovic @7-11.com	
<b>Total Stores</b>	<b>93</b>	76 Franchise	17 Corporate	0 BT	84 Alcohol	86 Gasoline
				74 Hot Foods	0 New Coffee	Effective: 10/1/2015
<b>Centralized Admin Support / Accounting Customer Service / HR Inquiries: 877-711-4422</b>				HR (TPU) Fax: 877-711-6344		
<b>Human Resource Leader: Steve Champagne (734) 812-8711</b>				Sr. Operations Training Mgr.: Beth Schmidt (214) 640-6897		
<b>HRBP: Jamie Mann (224) 999-2912</b>				SEGWICK (Customer / Employee Accidents: (800) 222-4468		
<b>Employee Benefits Center: (800) 801-0711</b>				Asset Protection Hotline: (800) 655-2620		
<b>Employment Verification: (800) 367-5690 (Employer Code 17111)</b>				Asset Protection Manager: Karl Suhanyl (303) 249-9256		
<b>Employee Assistance Program: (900) 424-1711</b>				Asset Protection Specialist: Robert Brady (801) 922-0401		
<b>Customer / Guest Service: (800) 255-0711</b>				Money Order Help Desk: (800) 444-4670		
<b>Media Inquiries: Margaret Chabris (972) 828-5921</b>				RIS Help Desk: (800) 987-0711		
<b>Enterprise Help Desk: (888) 711-6211</b>						
<b>FM Facility Maintenance CHD or (800) 828-0711</b>						

<b>Greg Alzmann</b>		Cell (719) 362-6489		Greg.Alzmann @7-11.com	
13082 B F G B HF	719-635-0253	Christopher Etaz	310 W. Utah Street	Colorado Springs CO	80906
22233 A F B HF	719-635-0219	Mark Whitmoyer	1240 E. Fillmore Street	Colorado Springs CO	80907
26265 B F G B HF	719-634-3451	Manjinder Singh	201 W. Fillmore Street	Colorado Springs CO	80907
25902 A F B	719-635-0415	Jaswinder 'Jas' Grewal	1904 W. Utah Street	Colorado Springs CO	80904
26292 A F G B HF	719-620-9767	Jabran 'Jay' Khan	825 N. Nevada Avenue	Colorado Springs CO	80903
32159 C F G B HF	719-262-0270	Kanwal Singh	623 Garden of Gods Rd.	Colorado Springs CO	80907
32388 A F G B	719-266-6623	Manreet Bajwa	4710 Centennial Blvd	Colorado Springs CO	80919
39459 A F G	719-599-5644	Eugene Jones	428 Garden of the Gods Rd.	Colorado Springs CO	80907
<b>Total:</b>	<b>8 Franchise:</b>	<b>0 Corporate:</b>	<b>Hot Foods: 5</b>	<b>Alcohol: 7</b>	<b>BT: 0</b>

<b>Steve Brown</b>		Cell (719) 201-0847		Stephen.Brown @7-11.com	
13071 A F B HF	719-390-6873	Rajesh 'Roger' Chugh	5 Widefield Blvd.	Widefield CO	80911
16068 A F B	719-633-8889	Shaikh Qaisar	331 S. Hancock	Colorado Springs CO	80903
21987 J C B HF	719-576-2615	Jackie Ransom	1475 B Street	Colorado Springs CO	80906
22562 A F B HF	719-635-0353	Jag & Ruby Dillon	1801 S. Nevada Avenue	Colorado Springs CO	80606
22705 A F G B HF	719-382-5156	Manjinder Singh	601 S. Santa Fe Avenue	Fountain CO	80817
23546 B F G B HF	719-576-4052	Dave & Jo Harper	1402 Harrison	Colorado Springs CO	80905
24460 B F G B HF	719-390-6007	Dave & Jo Harper	510 Security Blvx.	Security CO	80911
33043 B F G HF	719-392-1241	Alan Du	7725 Fountain Mesa Road	Fountain CO	80817
39339 A F B HF	719-390-6811	Eugene Jones	1810 Main Street	Security CO	80911
<b>Total:</b>	<b>9 Franchise:</b>	<b>8 Corporate:</b>	<b>Hot Foods: 8</b>	<b>Alcohol: 8</b>	<b>BT: 0</b>

<b>Kelli Calhoun</b>		Cell (720) 450-6893		kelli.calhoun @7-11.com	
20343 B F B HF	719-635-0180	Karamjit 'Randy' Randhawa	2407 N. Union	Colorado Springs CO	80909
22059 A F B HF	719-635-1104	Russ Mallery	525 N. Union	Colorado Springs CO	80909
24498 A F B HF	719-670-8240	Jasbinder 'Jas' Kahlon	995 N. Circle	Colorado Springs CO	80909
26295 B F G B HF	719-697-8745	Vaneeta Dhindsa	1426 N. Academy Blvd.	Colorado Springs CO	80909
26992 A F G B HF	719-560-9684	Kamal Mohan	5805 Palmer Park	Colorado Springs CO	80915
26788 C F G B HF	719-520-1535	Russ Mallery	503 S. Nevada Avenue	Colorado Springs CO	80903
32546 A F G B HF	719-573-9759	Imran Tauseef	4605 Austin Bluffs Pkwy	Colorado Springs CO	80918
39450 A F B HF	719-471-0243	Russ Mallery	3 N. Tejon Street	Colorado Springs CO	80903
39543 A F B HF	719-698-4674	Jasbinder 'Jas' Kahlon	1901 N. Academy Blvd	Colorado Springs CO	80909
<b>Total:</b>	<b>9 Franchise:</b>	<b>9 Corporate:</b>	<b>Hot Foods: 9</b>	<b>Alcohol: 9</b>	<b>BT: 0</b>

<b>John Jackson</b>		Cell (720) 518-8482		John.Jackson2 @7-11.com	
32923 A F G B	303-805-3711	Steve Hong			
34057 A F G B	303-792-9333	Andrew & Hannah Harrison	11802 E. Oswego Street	Englewood CO	80112
34159 A F G B HF	303-841-4529	Hannah Harrison	12285 S. Parker Road	Parker CO	80134
39211 A F G HF	303-814-2059	Ardy Delsouz	810 N. Wirtox	Castle Rock CO	80104
39421 A F G B HF	303-805-7294	Don Wills	9301 S. Parker Road	Parker CO	80134
39739 A F G B HF	303-814-2053	Twin Star Energy, LLC	80 Plum Creek Pkwy	Castle Rock CO	80101
39741 A F G B HF	303-888-2336	Twin Star Energy, LLC	7610 Debbie Lane	Castle Rock CO	80108
39743 A F G B HF	303-346-2858	Twin Star Energy, LLC	3650 Highlands Ranch Pkwy	Littleton CO	80216
39746 A F G B HF	720-344-2110	Twin Star Energy, LLC	8078 Blakeland	Littleton CO	80125
<b>Total:</b>	<b>9 Franchise:</b>	<b>9 Corporate:</b>	<b>Hot Foods: 7</b>	<b>Alcohol: 8</b>	<b>BT: 0</b>

<b>Jason Lazarony</b>		Cell (720) 233-1338		Jason.Lazarony @7-11.com	
13058 A F G B HF	719-590-7683	Vaneeta Dhindsa	312 Mount View Lane	Colorado Springs CO	80907
13079 A F G B HF	719-635-0183	Manjinder Singh	1011 S. 21st Street	Colorado Springs CO	80904
26944 A F G B HF	719-830-1084	Imran Tauseef	1801 E. Platte	Colorado Springs CO	80909
32747 B F G B HF	719-838-1280	Dave Wallace	6025 Constitution Avenue	Colorado Springs CO	80915
36337 A F G B HF	719-266-9857	Vicki Giltzke	2925 Briargate Blvd.	Colorado Springs CO	80920
35922 A F G B HF	719-597-6323	Steven Mollo	3502 N. Academy Blvd.	Colorado Springs CO	80917
36714 A F G B HF	719-491-1711	Brian & Debbie Kurtz	2650 Northgate Blvd	Colorado Springs CO	80921
39472 A F B	719-649-2843	Eugene Jones	4325 S. Carefree Cir.	Colorado Springs CO	80917
<b>Total:</b>	<b>8 Franchise:</b>	<b>8 Corporate:</b>	<b>Hot Foods: 7</b>	<b>Alcohol: 8</b>	<b>BT: 0</b>



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

Market Manager		Tracy Petrovic		CELL (303) 854-7395				Tracy.Petrovic @7-11.com	
Total Stores	93	76 Franchise	17 Corporate	0 BT	84 Alcohol	66 Gasoline	74 Hot Foods	0 New Coffee	Effective: 10/1/2015
<b>Allan Niccoli</b>		Cell (719) 243-8511				Allan.Niccoli @7-11.com			
13111 S	C	B	719-584-0447	Linda Laydon	2727 S. Prairie	Pueblo	CO	81005	
17127 S	C	B HF	719-543-7441	Aaron Nelson	805 W. Northern	Pueblo	CO	81004	
19189 S	C	B	719-545-6935	Chris Espinosa	926 Laka Avenue	Pueblo	CO	81004	
19585 S	C	G B HF	719-738-1166	Jackie Kiefer	235 W 7th Avenue	Walsenburg	CO	81089	
20538 A	F	B	719-543-7255	Tiffany Harris	804 E 4th Street	Pueblo	CO	81004	
21367 S	C	B	719-539-3670	Lynn Vigli	1540 E Hwy 50	Salida	CO	81201	
23811 A	F	B HF	719-542-6271	Tiffany Harris	327 W 8th Street	Pueblo	CO	81001	
32990 S	C	G B	719-298-8068	Kristan Baca	3622 N Elizabeth Street	Pueblo	CO	81008	
35001 H	C	G B HF	719-634-8318	Jarome Winters	2802 E Fountain Blvd.	Colorado Springs	CO	80910	
<b>Total:</b>	<b>9</b>	<b>Franchise: 2</b>	<b>Corporate: 7</b>	<b>BT: 0</b>	<b>Hot Foods: 4</b>	<b>Alcohol: 9</b>	<b>BT: 0</b>		
<b>David Raab</b>		Cell (719) 289-8507				David.Raab @7-11.com			
18999 A	F	B	719-390-8125	Kamal Mohan	3877 Astrozon Blvd	Colorado Springs	CO	80918	
23731 A	F	G HF	719-634-4065	Tiffany Harris	328 E. Platte	Colorado Springs	CO	80903	
23935 A	F	G B HF	719-597-9985	Harold Barnes	3805 E. Pikes Peak	Colorado Springs	CO	80916	
24398 A	F	B HF	719-597-8235	Jaswinder 'Jas' Grewal	3306 Fountain Blvd.	Colorado Springs	CO	80910	
25784 A	F	G B HF	719-597-3338	Jabran 'Jay' Khan	1885 Jet Wing	Colorado Springs	CO	80915	
27082 A	F	G B HF	719-574-5454	Nahdhip Kumar	450 N Murray	Colorado Springs	CO	80915	
35338 A	F	G B HF	719-574-2300	Kamal Mohan	330 S. Academy Blvd	Colorado Springs	CO	80910	
36534 A	F	G B HF	719-574-0248	Carol Spoden	5280 Astrozon Blvd.	Colorado Springs	CO	80918	
39169 A	F	G	719-634-3800	Scott Wohlman	221 S. 8th Street	Colorado Springs	CO	80905	
<b>Total:</b>	<b>9</b>	<b>Franchise: 8</b>	<b>Corporate: 0</b>	<b>BT: 0</b>	<b>Hot Foods: 7</b>	<b>Alcohol: 7</b>	<b>BT: 0</b>		
<b>Stephen Scriver</b>		Cell (720) 409-8147				Stephen.Scriver @7-11.com			
13087 A	F	B	719-578-0816	Satwinder 'Sunny' Singh	2558 Delta Drive	Colorado Springs	CO	80910	
13093 A	F	B HF	719-635-0446	Jag & Ruby Dhillon	1760 Shasta Drive	Colorado Springs	CO	80910	
22813 A	F	G B HF	719-635-0142	Satwinder 'Sunny' Singh	3004 W Colorado Ave.	Colorado Springs	CO	80904	
22894 B	F	G B	719-578-5397	Harpreet Kaur	1428 W. Colorado Ave	Colorado Springs	CO	80904	
23888 B	F	G B HF	719-635-0303	Jasbinder 'Jas' Kahlon	1702 S 8th Street	Colorado Springs	CO	80905	
25674 A	F	G B HF	719-633-0573	Prafulla Nandhip	1910 E Fountain Blvd.	Colorado Springs	CO	80910	
26683 A	F	G B HF	719-540-8372	Satwinder 'Sunny' Singh	2026 B Street	Colorado Springs	CO	80906	
34921 A	F	G B HF	719-392-4001	Pushpinder Brar	2350 Hancock Expy	Colorado Springs	CO	80910	
<b>Total:</b>	<b>9</b>	<b>Franchise: 8</b>	<b>Corporate: 0</b>	<b>BT: 0</b>	<b>Hot Foods: 6</b>	<b>Alcohol: 8</b>	<b>BT: 0</b>		
<b>Shawna Sovine</b>		Cell (720) 830-8982				Shawna.Sovine @7-11.com			
20308 A	F	G B HF	719-481-2497	Ramesh Chugh	283 Hwy 105 (PO Box 1241)	Monument	CO	80132	
26693 B	F	B	719-599-0232	Shalshav 'Sami' Parikh	3740 Randall Drive	Colorado Springs	CO	80920	
33322 B	F	G B HF	719-282-9141	Wayne & Sandra Mathews	5590 Powers Center Point	Colorado Springs	CO	80920	
33710 A	F	G B HF	719-591-1097	Karwal Singh	6040 Barnes Road	Colorado Springs	CO	80922	
34058 A	F	G B HF	719-264-9103	Manreet Bajwa	2434 Briargate Pkwy.	Colorado Springs	CO	80920	
35600 A	F	G B HF	719-495-5703	Carol Spoden	7718 East Woodmen Road	Colorado Springs	CO	80908	
35610 A	F	G B HF	719-574-1557	J. Marshall & R. Malloy	7692 Barnes Road	Colorado Springs	CO	80922	
36754 A	F	G B HF	719-559-0711	Mark Rose	8080 Meridian Road	Payton	CO	80831	
<b>Total:</b>	<b>9</b>	<b>Franchise: 8</b>	<b>Corporate: 0</b>	<b>BT: 0</b>	<b>Hot Foods: 7</b>	<b>Alcohol: 8</b>	<b>BT: 0</b>		
<b>Vonley Starkey</b>		Cell (303) 250-2290				Vonley.Starkey @7-11.com			
23963 A	F	G B HF	970-468-8537	Gary Sidhu	201 Blue River Hwy	Silverthorne	CO	80498	
25581 B	F	B	303-279-0488	Don Johnson	15400 S. Golden Rd/Quaker	Golden	CO	80401	
33481 A	F	G B HF	303-215-9163	Cheryl Manguso	339 N Washington Ave.	Golden	CO	80403	
34035 A	F	G B HF	303-805-9052	Ardy Delseuz	19832 E. Hilltop Road	Parker	CO	80134	
39033 A	F	G	970-468-7505	Don & Paulette Willis	120 Blue River Pkwy.	Silverthorne	CO	80498	
39317 A	F	G HF	303-470-1315	Don Willis	3520 Twon Center Dr. Unit A	Highlands Ranch	CO	80129	
39501 A	F	G HF	303-980-8590	K&G Petroleum, LLC	10815 Jewel Ave.	Lakewood	CO	80232	
39532 A	F	G B HF	303-799-8811	Don Willis	15550 E. Broncos Fkwy.	Centennial	CO	80112	
<b>Total:</b>	<b>9</b>	<b>Franchise: 8</b>	<b>Corporate: 0</b>	<b>BT: 0</b>	<b>Hot Foods: 6</b>	<b>Alcohol: 6</b>	<b>BT: 0</b>		
<b>Arnold Tonner</b>		Cell (970) 456-7345				Arnold.Tonner @7-11.com			
17211 S	C	G B HF	970-946-8026	Melissa McMinn	51315 Hwy 6	Glenwood	CO	81601	
17284 B	F	G B HF	970-668-3941	Gary Sidhu	741 N Summit	Frisco	CO	80443	
18589 J	C	G B HF	970-887-3105	Chris Thoms	511 Agate Way (PO Box 229)	Granby	CO	80446	
19583 S	C	B HF	970-945-2062	Peggy Hazen	1029 Grand Avenue	Glenwood	CO	81601	
22021 S	C	G B HF	970-927-3827	Sarah Pimentel	23250 Two Rivers Road	Basalt	CO	81621	
22089 J	C	G B HF	970-963-0423	Melissa Tapla	1329 Main Street	Carbondale	CO	81623	
32267 B	F	G B HF	970-547-4786	Gary Sidhu	10992 State Hwy 9	Breckenridge	CO	80424	
34209 S	C	B HF	970-949-6790	Maria Portarescu	008 Nottingham Road	Avon	CO	81620	
<b>Total:</b>	<b>8</b>	<b>Franchise: 2</b>	<b>Corporate: 6</b>	<b>BT: 0</b>	<b>Hot Foods: 8</b>	<b>Alcohol: 7</b>	<b>BT: 0</b>		



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

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

Total Stores **119** Franchise **110** Corporate **8** BT **25** Alcohol **103** Gasoline **81** Hot Foods **100** New Coffee **46** Effective: **10/1/2018**

Centralized Admin Support / Accounting Customer Service / HR Inquiries: 877-711-4422	HR (TPU) Fax: 877-711-8344
Human Resource Leader: Steve Champagne (734) 812-8711	Sr Operations Training Mgr.:
HRBP: Jamie Mann (224) 989-2912	SEDGWICK (Customer / Employee Accidents) (800) 222-4488
Employee Benefits Center: (800) 601-0711	Asset Protection Hotline: (800) 555-2620
Employment Verification: (800) 367-5690 (Employer Code: 17111)	Asset Protection Manager: Steve Sturgilli (630) 388-3760
Employee Assistance Program: (800) 424-1711	Asset Protection Specialist: Chris Erickson (303) 324-5022
Customer / Guest Service (800) 255-0711	Money Order Help Desk (800) 444-4870
Media Inquiries: Margaret Chabris (972) 828-5821	RIS Help Desk: (800) 987-0711
Enterprise Help Desk: (888) 711-8211	
FM Facility Maintenance CHD or (800) 828-0711	

**Josh Blrney** Cell (720) 552-3229 Joshua.Blrney @7-11.com

25290 A F G B HF	970-223-4197	James Long & Scott Long	4543 Boardwalk / Harmony	Ft Collins	CO	80525
25803 H C G B	970-225-6747	Daniel Cameron	2600 S. College / Harvard	Ft. Collins	CO	80528
28927 B F G B HF	970-224-6730	Marlou & Mark Vandellist	1600 S Lemay / Prospect	Ft Collins	CO	80525
35506 A F B HF NC	970-221-8551	Jackie Schumacher	3045 W Prospect Rd.	Ft. Collins	CO	80526
35880 A F B HF NC	970-493-0524	Scott Long	1401 Elizabeth Street	Ft Collins	CO	80521
39078 A F G	970-204-1687	Richard Onestager	2024 Bighorn Road	Ft Collins	CO	80525
39079 A F G	970-482-3279	Richard Onestager	200 N. Tall Hill Rd	Ft Collins	CO	80521
<b>Total: 7 Franchise: 6 Corporate: 1 Hot Foods: 4 Alcohol: 5 BT Stores: 0</b>						

**Nikki Coleman** Cell (720) 409-8775 Nekita.coleman @7-11.com

13195 A F B HF BT	303-322-2237	Vivek & Gargi Amin	4040 E 8th Ave / Albion	Denver	CO	80209
13204 B F G B HF BT	303-341-6089	Pankaj Kumar & Happy Rani	10201 Montview / Galena	Aurora	CO	80010
23416 A F G B HF BT	303-343-3456	Fissha Admasa	10502 E Colfax / Havana	Aurora	CO	80010
23899 A F G B HF	303-608-2286	Hallo Woldegebriel	85 W Alameda / Bannock	Denver	CO	80223
24827 A F HF	303-377-7237	Arvino Singh	580 Josephine / 8th	Denver	CO	80206
34534 H C B NC BT	303-329-7931	Tilun Bogale	6201 E. 14th Ave.	Denver	CO	80220
36978 A F G HF NC BT	303-377-1489	Angelina Smith	8765 Montview Blvd.	Denver	CO	80220
37120 A F G B HF NC	303-366-3015	Mo Elias	3200 Chambers	Aurora	CO	80011
37171 A F HF NC	303-355-0166	Tsegay Woldegeogis	1490 Monaco	Denver	CO	80220
<b>Total: 9 Franchise: 8 Corporate: 1 Hot Foods: 8 Alcohol: 6 BT Stores: 5</b>						

**Robert Curry** Cell (512) 954-1357 Robert.Curry @7-11.com

13184 B F B HF NC	303-651-2417	Gurpreet Oliver Singh	841 Ken Pratt Blvd./Hwy. 119	Longmont	CO	80501
22596 B F B	303-778-7211	Michael Thomas	840 Lasinley / 9th Ave	Longmont	CO	80501
25476 H C B HF	303-651-2830	Sarah Castaneda	1650 Main St. / 17th Ave.	Longmont	CO	80501
34168 A F G B HF	303-665-1143	Pat Napolitano	3240 Village Vista Drive	Erie	CO	80516
34210 B F G B HF NC	303-485-2939	Marco Lusk	11099 E 125 Frontage Road	Firestone	CO	80504
35289 A F G B HF NC	303-833-6613	Pat Napolitano	6008 Frederick Way	Frederick	CO	80530
35345 A F G B HF NC	303-772-1874	Ron Montoya	2250 Mountain View Ave.	Longmont	CO	80501
39510 A F G B HF NC	303-774-7868	CARPCO, LLC	3914 Colorado Hwy, Ste 119	Longmont	CO	80504
<b>Total: 8 Franchise: 7 Corporate: 1 Hot Foods: 7 Alcohol: 8 BT Stores: 0</b>						

**Rachel DeFalco** Cell (720) 237-2417 Rachel.defalco @7-11.com

13171 A F G B HF	970-493-3098	Faig Majeed	606 S Shields / Mulberry	Ft. Collins	CO	80521
20104 A F B HF NC	970-493-9263	Faig & Theresa Majeed	430 Remington / Mulberry	Ft. Collins	CO	80524
26933 A F G B HF	970-223-7783	Faig & Theresa Majeed	970 W Horselooth / Shields	Ft. Collins	CO	80526
32278 A F G B HF	970-206-1704	Rachel Chappell	6600 S College Ave. / Trlby	Ft. Collins	CO	80526
34238 A F G HF	970-587-2404	Monte Strohheide	50 Teleg Ave.	Johnstown	CO	80534
34316 A F G B	970-461-4851	Gunreet Nat	6150 E. Hwy 34	Johnstown	CO	80534
39519 A F G B HF NC	970-223-5554	CARPCO, LLC	7486 Westgate	Windsor	CO	80528
<b>Total: 7 Franchise: 7 Corporate: 0 Hot Foods: 6 Alcohol: 6 BT Stores: 0</b>						

**Brian Dismuke** Cell (970) 290-3384 Brian.Dismuke @7-11.com

26560 A F G B BT	303-373-1766	Kanya Ahmed & Solomon Halle	12880 Albrook / Tulsa	Denver	CO	80239
29108 A F G B HF BT	303-371-0933	Mohammed Sirag	4701 Peoria / Paris	Denver	CO	80239
32810 A F G B HF BT	303-307-1278	Ellen Chong-Ch & Eric Ch	4500 Peoria / 45th Ave	Denver	CO	80239
34179 A F G B HF BT	303-371-8041	Raymond Sandhu	4709 N. Tower Road	Denver	CO	80249
35053 A F G B HF NC BT	303-371-9312	Raymond Sandhu	3992 Havana Street	Denver	CO	80239
35864 A F G B HF NC	303-853-0148	Salindar Semra & Elizabeth George	8991 E. 104th Ave	Henderson	CO	80840
<b>Total: 6 Franchise: 6 Corporate: 0 Hot Foods: 6 Alcohol: 6 BT Stores: 5</b>						



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

Market Manager		Lori Weiss		CELL (720) 320-3792				Lori.Weiss @7-11.com	
Total Stores	119	110 Franchise	8 Corporate	25 BT	103 Alcohol	81 Gasoline	100 Hot Foods	46 New Coffee	Effective: 10/1/2015
<b>Amanda Duffendack</b>		Cell (303) 884-7995				Amanda.Duffendack @7-11.com			
16630	A F G B HF BT	303-377-7008	Mulugeta Mellis		7295 E. 7th Ave. / Quebec	Denver	CO	80220	
22194	A F G B HF BT	303-387-1937	Aaron Girmay		14490 E Colfax / Sabla	Aurora	CO	80011	
23990	A F B HF BT	303-083-7333	Halle Woldegebrail		1795 N Peoria / 18th	Aurora	CO	80010	
25187	A F G B HF BT	303-340-8300	Clark Bowman		595 Havana / 8th	Aurora	CO	80010	
25582	A F G B HF BT	303-321-2042	Melleti Zewdu		1103 Yosemite / 11th	Denver	CO	80220	
26682	T C B HF BT	303-695-1280	Gary Hamm		14593 E. Mississippi	Aurora	CO	80012	
27211	A F G B HF BT	303-340-8086	Mengesha Ambaw		15511 E 6th Ave / Helena	Aurora	CO	80011	
30958	A F G B HF NC	303-343-1909	Sardul & Arlene Gill		18351 E Colfax Ave	Aurora	CO	80018	
39303	A F HF NC BT	303-340-3183	K&G Petroleum, LLC		14531 E Alameda	Aurora	CO	80012	
<b>Total:</b>	<b>9 Franchise:</b>	<b>8 Corporate:</b>	<b>1</b>	<b>Hot Foods:</b>	<b>9</b>	<b>Alcohol:</b>	<b>8</b>	<b>BT Stores:</b>	<b>8</b>
<b>Shannon Fells</b>		Cell (720) 409-8801				Shannon.Fells @7-11.com			
13194	A F G B	303-825-6350	Johal Mukhtiar		1107 Santa Fe Drive / 11th	Denver	CO	80204	
13199	B F G B HF	303-777-2151	Zake Gebray		607 E. Alameda / Pearl	Denver	CO	80209	
13209	B F B HF	303-837-1391	Penny Garcia		1090 Ogden / 11th	Denver	CO	80218	
21938	A F B HF BT	303-759-8324	Sejal Patel		4085 E. Mississippi / Colorado Bk	Denver	CO	80222	
23172	B F G B HF	303-722-4980	Sandip Mall		303 N. Broadway / 3rd	Denver	CO	80203	
23905	A F G B HF	303-831-0270	Kalim Yaqub		1000 E. Colfax / Ogden	Denver	CO	80218	
27620	A F G B HF	303-883-2908	Xavier Castanon		303 N. Santa Fe Cr. / 3rd	Denver	CO	80223	
29203	A F G B HF	303-629-5611	Sejal Patel		1000 Federal / 10th	Denver	CO	80204	
38706	A F B HF NC	303-623-1533	Milch Harber		403 16th Street	Denver	CO	80202	
<b>Total:</b>	<b>9 Franchise:</b>	<b>0 Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>8</b>	<b>Alcohol:</b>	<b>9</b>	<b>BT Stores:</b>	<b>1</b>
<b>Gina Gamboa</b>		Cell (720) 530-1475				Regina.Gamboa @7-11.com			
18730	A F B HF	303-322-2357	Genel Mengesha		3177 E. Colfax / Steele	Denver	CO	80205	
23829	B F G B HF	303-287-8035	Ruth Tsehaye		8302 E. 72nd Ave. / Hwy 2	Commerce City	CO	80022	
34087	A F G B HF	303-287-8537	Sardul & Arlene Gill		15610 E. 104th Ave.	Commerce City	CO	80022	
34333	A F B BT	303-307-4359	Ozzi Halleleslesle		3995 Lewiston St., Unit 108	Aurora	CO	80011	
34741	A F G B HF NC	303-371-8544	Sardul & Arlene Gill		7080 Tower Road	Denver	CO	80249	
36013	A F G B HF NC	303-227-4930	Melail Zewdu		12080 E. 120th Ave.	Henderson	CO	80840	
36464	A F G B HF NC	303-373-5265	Davinder Sandhu		8111 Tower Road	Commerce City	CO	80022	
<b>Total:</b>	<b>7 Franchise:</b>	<b>7 Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>6</b>	<b>Alcohol:</b>	<b>7</b>	<b>BT Stores:</b>	<b>1</b>
<b>Jumar Gordon</b>		Cell (970) 398-5649				Jumar.Gordon @7-11.com			
15041	A F G B HF	970-522-9278	Andeep Saini		311 W. Main St. / Third	Sterling	CO	80751	
15203	A F B HF	970-867-3728	Andeep Saini		703 E. Platte / Sherman	Fl. Morgan	CO	80701	
15431	A F B HF	970-867-3728	Andeep Saini		803 W. Platte / Walnut	Fl. Morgan	CO	80701	
15955	A F B HF	970-842-3123	Andeep Saini		820 Edison / Custer	Brush	CO	80723	
18324	C G B HF	970-848-5527	Teresa Schreiner		801 South Main	Yuma	CO	80759	
18724	A F G B HF	970-358-6053	Rita Nai		104 E. 18th St. / First Ave.	Greeley	CO	80631	
19085	A F G B HF	970-339-2456	Rita Nai		1011 37th St. / Hwy 85	Evans	CO	80620	
19570	A F G B HF	970-332-4636	Andeep Saini		402 W 3rd St. / Clay	Wray	CO	80758	
<b>Total:</b>	<b>8 Franchise:</b>	<b>7 Corporate:</b>	<b>1</b>	<b>Hot Foods:</b>	<b>8</b>	<b>Alcohol:</b>	<b>8</b>	<b>BT Stores:</b>	<b>0</b>
<b>Jeana Hammlitt</b>		Cell (720) 431-8299				Jeana.Hammlitt @7-11.com			
22358	A F B HF NC	303-825-1345	Genel Girmu		1438 Arapahoe / 14th	Denver	CO	80202	
33630	A F B HF NC	303-893-1562	Aregash Abriha		820 16th St., Suite 100	Denver	CO	80202	
34357	A F B HF NC	303-297-7729	Sejal Patel		821 17th St., Suite 100	Denver	CO	80293	
34442	A F B NC	303-295-3100	Kevin Noakes		7128 Champa Street	Denver	CO	80202	
34528	A F HF NC	303-295-4380	Salinder Samra / Elizabeth George		1800 Lawrence Street	Denver	CO	80202	
34570	A F B HF NC	303-295-0756	Moe Elias		1775 Blake Street	Denver	CO	80208	
35503	A F B HF NC	303-534-6687	Raymond Sandhu		1550 Court Place	Denver	CO	80202	
35019	A F B HF NC	303-297-1080	Sejal Patel		1800 Welton Street	Denver	CO	80202	
35775	A F G B HF NC	303-227-4991	Ruth Tsehaye		5797 Quebec Street	Commerce City	CO	80022	
<b>Total:</b>	<b>9 Franchise:</b>	<b>0 Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>8</b>	<b>Alcohol:</b>	<b>8</b>	<b>BT Stores:</b>	<b>0</b>
<b>Eugene McKenna</b>		Cell (970) 371-9823				Eugene.Mckenna @7-11.com			
15712	S G G B HF	970-663-1135	Aurora Schwan		1245 E. Eisenhower / Madison	Loveland	CO	80537	
17142	A F G B HF	970-663-2893	Keith Smelser & Dawn Owens		2081 W Eisenhower / Estrella Ave	Loveland	CO	80537	
27094	H C G B	970-867-0053	Deb Frank		105 E 37th St. / Hwy. 287	Loveland	CO	80538	
35708	A F G B HF NC	970-663-9097	Keith & Dawn Owens		4277 N Tait Avenue	Loveland	CO	80538	
36078	B F G B HF	970-587-2333	Ashley Harrison		1100 Broad Street	Milliken	CO	80543	
39082	B F G B HF	970-667-1735	Russ Gebbia		1509 E. Eisenhower	Loveland	CO	80537	
39451	A F G B HF NC	970-635-4606	Bijaya Thapa		4301 State Highway 68	Longmont	CO	80504	
<b>Total:</b>	<b>7 Franchise:</b>	<b>5 Corporate:</b>	<b>2</b>	<b>Hot Foods:</b>	<b>6</b>	<b>Alcohol:</b>	<b>6</b>	<b>BT Stores:</b>	<b>0</b>
<b>Todd Painter</b>		Cell (720) 459-8920				Robert.Painter @7-11.com			
13189	A F B HF	303-854-0298	Obed Shahid		1012 Bridge St. / 10th Ave.	Brighton	CO	80601	
13188	A F B HF	303-452-8093	Chanchal Paul		11421 Washington	Northglenn	CO	80233	
18578	A F G B HF	303-452-6662	Sandip Mall		3901 E 112th	Thornton	CO	80233	
24856	A F G B HF NC	303-287-6021	Salinder Samra & Elizabeth George		1066 E 88th Ave.	Thornton	CO	80229	
20289	A F G B HF	303-289-7432	Pankaj Kumar & Happy Rani		2500 E. 68th	Thornton	CO	80229	
35715	A F G B HF NC	303-658-0378	Wayne Hulbert		3870 East Bromley Lane	Brighton	CO	80601	
36017	A F G B HF NC	303-665-8138	Manpreet Singh		4900 E. Bridge Street	Brighton	CO	80801	
39298	D F G B HF	303-287-2272	Gary Sidhu		8820 N Colorado Blvd	Thornton	CO	80229	
<b>Total:</b>	<b>8 Franchise:</b>	<b>8 Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>8</b>	<b>Alcohol:</b>	<b>8</b>	<b>BT Stores:</b>	<b>0</b>



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

Market Manager		Lori Weiss		CELL (720) 320-3792					Lori.Weiss @7-11.com		
Total Stores	119	110 Franchise	8 Corporate	25 BT	103 Alcohol	81 Gasoline	100 Hot Foods	46 New Coffee	Effective:	10/1/2016	
<b>Mike Pfelfer</b>		Cell (720) 639-1160					Michael Pfelfer @7-11.com				
13203 A	F G B HF BT	303-389-5059	Tamarat Ababa				7875 E. Colfax / Syracuse	Denver	CO	80220	
18409 A	F G B HF BT	303-739-0906	Mohammad Al-Najar				16080 E. Colfax / Laredo	Aurora	CO	80011	
24732 A	F G B HF BT	303-377-0052	Telamke Zadingie				1580 Colorado Blvd.	Denver	CO	80220	
25069 A	F G B HF	303-292-8024	Mehretab Elias				4708 Washington	Denver	CO	80217	
27492 A	F G B HF	303-297-8154	Mesfin Mekonnen				1870 E. 47th Ave / Brighton	Denver	CO	80216	
35040 A	F HF NC	303-318-7180	Shyam Panta				551 East Colfax	Denver	CO	80203	
35828 A	F G B HF NC	303-287-0846	Ruth Tsehaye				6866 Dahlia Street	Commerce City	CO	80022	
37016 A	F G B HF NC BT	303-307-1421	Zeke Gabray				4922 North Willow	Denver	CO	80238	
<b>Total:</b>	<b>8 Franchise:</b>	<b>8</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>7</b>	<b>Alcohol:</b>	<b>7</b>	<b>BT Stores:</b>	<b>4</b>	
<b>Troy Schwent</b>		Cell (720) 431-6439					Troy.Schwent @7-11.com				
13185 A	F B HF	970-362-5150	Eric Maruyama				830 16th St / 9th Ave	Greeley	CO	80631	
25684 A	F G B HF	970-366-2779	Terry Carroll				2540 10th St, / 28th Ave.	Greeley	CO	80634	
34924 H	C G B HF NC	970-352-5128	Jessica Anderson				2803 West 10th Street	Greeley	CO	80631	
35717 A	F G B HF NC	970-461-7851	Jackie Schumacher				6400 Crossroads Blvd.	Windsor	CO	80558	
39074 A	F G	970-358-2618	Richard Oneslager				1000 35th Ave.	Greeley	CO	80634	
39075 B	F G G	970-508-1859	Rita Nal				4695 W. 20th Street	Greeley	CO	80631	
39077 A	F G	970-378-2605	Richard Oneslager				1401 6th Street	Greeley	CO	80631	
39081 B	F G B HF	970-688-5159	Ashley Harrison				629 Main Street	Windsor	CO	80550	
<b>Total:</b>	<b>8 Franchise:</b>	<b>7</b>	<b>Corporate:</b>	<b>1</b>	<b>Hot Foods:</b>	<b>5</b>	<b>Alcohol:</b>	<b>5</b>	<b>BT Stores:</b>	<b>0</b>	
<b>Jeanne Wolf</b>		Cell (720) 630-8843					Jeanne.Wolf @7-11.com				
13197 A	F G B	303-321-7301	Helen Kidane				1645 E. 17th Ave. / Gilpin	Denver	CO	80210	
22537 A	F G HF	303-832-1711	Mengesha Ambaw				1690 Pearl Street / 17th	Denver	CO	80203	
23293 A	F G B HF NC	303-830-2618	Halle Woldemichael				1800 Downing / 18th	Denver	CO	80218	
25907 B	F G B HF	303-295-2272	Aneal Manjal				3200 E. 45th Ave. / Steele	Denver	CO	80216	
27067 B	F G B HF BT	303-322-0825	Davinder Sandhu				3990 E 35th Ave. / Colorado Blvd	Denver	CO	80205	
34342 A	F NC	303-399-0208	Helen Kidane				1975 E. Colfax Ave.	Denver	CO	80206	
34374 A	F B HF NC	303-388-1926	Helen Kidane				2341 E. Colfax Ave.	Denver	CO	80208	
35365 A	F B HF NC	303-861-4829	Sejal Patel				380 East 17th Ave., Unit 1	Denver	CO	80203	
36817 A	F HF NC	303-291-6928	Vivek & Gargi Amin				3400 York Street	Denver	CO	80205	
<b>Total:</b>	<b>9 Franchise:</b>	<b>9</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>7</b>	<b>Alcohol:</b>	<b>8</b>	<b>BT Stores:</b>	<b>1</b>	



7-Eleven, Inc. | Heartland Zone |  
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<b>Market Manager</b>	Ariel Carballo			CELL (972) 832-8469				Ariel.Carballo @7-11.com	
<b>Total Stores</b>	<b>121</b>	117	4	0	117	78	110	50	<b>Effective:</b> 10/1/2015
		Franchise	Corporate	BT	Alcohol	Gasoline	Hot Foods	New Coffee	
<b>Centralized Admin Support / Accounting Customer Service / HR Inquiries: 877-711-4422</b>							<b>HR (TPU) Fax: 877-711-8344</b>		
<b>Human Resource Leader: Steve Champagne (734) 812-8711</b>							<b>Sr. Operations Training Mgr:</b>		
<b>HRBP: Jamie Mann (224) 999-2912</b>							<b>SEDGWICK (Customer / Employee Accidents) (800) 222-4468</b>		
<b>Employee Benefits Center: (800) 801-0711</b>							<b>Asset Protection Hotline: (800) 555-2620</b>		
<b>Employment Verification: (800) 367-5690 (Employer Code: 17111)</b>							<b>Asset Protection Manager: Steve Sturgill (630) 388-3750</b>		
<b>Employee Assistance Program: (900) 424-1711</b>							<b>Asset Protection Specialist: Chris Erickson (303) 324-5022</b>		
<b>Customer / Guest Service (800) 285-0711</b>							<b>Money Order Help Desk: (800) 444-4670</b>		
<b>Media Inquiries: Margaret Chabris (972) 828-5821</b>							<b>RIS Help Desk: (800) 987-0711</b>		
<b>Enterprise Help Desk: (888) 711-5211</b>									
<b>FM Facility Maintenance CHD or (800) 828-0711</b>									

<b>Brad Bennett</b>		Cell (970) 301-8289				Brad Bennett @7-11.com			
13157 A	F B HF	303-429-0827	Davinder Sandhu	7270 Broadway	Denver	CO	80221		
13157 A	F B HF	303-428-4333	Salinder Samra & Elizabeth George	7540 Pecos	Denver	CO	80221		
18556 A	F B HF	303-427-7474	Manpreet Singh	8801 Huron	Thornton	CO	80260		
18694 A	F B HF	303-428-7715	Jalinderbi Chahal	8002 Chase Drive	Arvada	CO	80003		
23208 A	F G B HF	303-430-1146	Prabhjit Singh	7211 Pecos	Denver	CO	80221		
25823 B	F G B HF	303-428-4936	Yousaf Kohan	7201 Lowell	Westminster	CO	80030		
27238 A	F G B HF	303-428-6308	Tony Elserougi	8378 N Sheridan	Westminster	CO	80030		
33052 A	F G B HF	303-561-4974	Bryan Chong	1595 W 47th Avenue	Denver	CO	80211		
37141 A	F G B HF NC	303-433-3858	Raymond Sandu	4855 N Pecos Street	Denver	CO	80221		
<b>Total:</b>	<b>9 Franchise:</b>	<b>9 Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>9</b>	<b>Alcohol:</b>	<b>9</b>	<b>BT:</b>	<b>0</b>

<b>Rocky Defalco</b>		Cell (303) 283-6507				Rocky.Defalco @7-11.com			
13213 A	F B HF NC	303-871-9013	Michael Woche	567 E. Louisiana	Denver	CO	80210		
19138 A	F B	303-431-0943	Kuldip Singh	6490 Ward Road	Arvada	CO	80004		
24116 A	F G B HF	303-733-2829	Halle Woldemichael	1585 S. Broadway	Denver	CO	80210		
27022 A	F G B HF	303-288-1107	Manpreet Gill	650 E 54th Avenue	Denver	CO	80229		
27043 A	F G B HF NC	303-232-3639	Wayne Hulbert	820 Simms, Unit 8	Lakewood	CO	80401		
35698 A	F G B HF NC	303-789-8388	Larry Haight	3495 S. Federal Blvd.	Englewood	CO	80110		
35806 H	C B HF NC	303-423-8306	Ramona Montano	5785 Ward Road	Arvada	CO	80002		
36897 A	F B HF NC	303-433-3203	Solomon Filhawok	5090 Federal Blvd.	Denver	CO	80221		
39052 A	F G B	303-456-2310	Hassan Mahjoub	3190 West 38th Avenue	Denver	CO	80211		
<b>Total:</b>	<b>9 Franchise:</b>	<b>8 Corporate:</b>	<b>1</b>	<b>Hot Foods:</b>	<b>7</b>	<b>Alcohol:</b>	<b>9</b>	<b>BT:</b>	<b>0</b>

<b>Tony Derrico</b>		Cell (720) 354-6938				Charles.Derrico @7-11.com			
18397 A	F B HF	303-750-9743	Abraha Kahssay	10010 E. Girard	Denver	CO	80231		
19015 J	C B HF	303-789-5305	Paul Wallace	4086 S. Federal	Sheridan	CO	80110		
23154 A	F B	303-690-6088	Mohammed Al-Nejar	13790 E Quincey	Aurora	CO	80013		
25740 B	F G B HF	303-693-8446	Sunil Jullon	18883 E. Hampden	Aurora	CO	80013		
27213 A	F G HF	303-690-8810	Richard & MaryAnn Green	16601 E. Smoky Hill	Aurora	CO	80015		
34705 A	F B HF NC	303-756-3032	Michael Woche	2100 South Holly	Denver	CO	80222		
35511 A	F G B HF NC	303-300-0301	Mufu Amara	4990 East Hampden Avenue	Denver	CO	80222		
35689 A	F B HF NC	303-777-0816	Freywini Baraki	1450 S. Santa Fe Dr, Ste. A	Denver	CO	80223		
39214 A	F G B	303-741-1784	Tony Lalah	6802 S Yosemite Street	Centennial	CO	80112		
<b>Total:</b>	<b>9 Franchise:</b>	<b>8 Corporate:</b>	<b>1</b>	<b>Hot Foods:</b>	<b>7</b>	<b>Alcohol:</b>	<b>9</b>	<b>BT:</b>	<b>0</b>

<b>Lesley Iding</b>		Cell (720) 201-2163				Lesley.iding @7-11.com			
17595 A	F B HF	303-341-0346	Joshua Harrison	10722 E Alameda	Aurora	CO	80012		
21494 A	F G B HF	303-695-7859	Ruben Bechayev	3005 S. Peoria	Aurora	CO	80014		
25718 B	F B HF	303-671-5940	Tihun Bogala	2220 S Peoria	Aurora	CO	80014		
26574 A	F B HF	303-745-5833	Vivek & Gargi Amin	13110 E Mississippi	Aurora	CO	80012		
34441 A	F B HF NC	303-671-2598	Sukhpreet Singh	13697 E Jiff Avenue, Unit 1	Aurora	CO	80014		
34675 A	F B HF NC	303-337-3253	Yonatan Sebbal	1910 S Havana/Jewel	Aurora	CO	80014		
39504 A	F G B HF NC	303-220-1404	K&G Petroleum, LLC	4351 S Tamarac Pkwy.	Denver	CO	80237		
39729 A	F G B HF NC	303-750-9992	Twin Star Energy, LLC	2299 S Havana Street	Aurora	CO	80012		
39732A	F G B HF NC	303-360-8624	Twin Star Energy, LLC	13690 E Alameda	Aurora	CO	80012		
<b>Total:</b>	<b>9 Franchise:</b>	<b>9 Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>9</b>	<b>Alcohol:</b>	<b>9</b>	<b>BT:</b>	<b>0</b>



**7-Eleven, Inc. | Heartland Zone |  
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Market Manager		Ariel Carballo				CELL (972) 832-8469				Ariel.Carballo @7-11.com	
Total Stores	121	117	4	0	117	76	110	50	Effective:		10/1/2015
		Franchise	Corporate	BT	Alcohol	Gasoline	Hot Foods	New Coffee			
<b>Moe Khaski</b>		Cell (720) 485-2606				Mohamad.Khaski @7-11.com					
21493 A	F G B HF	303-751-5920	Meron Teolbegran		15553 E Mississippi/Chamber	Aurora	CO	80017			
21562 A	F G B HF	303-671-0142	Negist Afework		1651 S Buckley	Aurora	CO	80017			
29024 A	F G B HF	303-755-8978	Girma Molalegna		880 S Buckley	Aurora	CO	80017			
33038 C	F G B HF	303-760-1689	Kuldip Singh		18451 E Alameda Ave.	Aurora	CO	80017			
33044 A	F G B HF	303-873-0416	Bobby Khoshdel		14250 E Iliff Avenue	Aurora	CO	80014			
34131 A	F G B	720-870-0578	Halbrir Saib		16390 E Quincy	Aurora	CO	80016			
34181 A	F G B HF	303-617-3887	James Dixon		21405 E Quincy Ave.	Aurora	CO	80013			
34504 A	F G B HF NC	303-680-2221	Tom Clement		7451 S Gartrell Road	Aurora	CO	80018			
34726 A	F B NC	720-747-4881	Saba Tifreneh		2285 S Chambers Rd, Sta O	Aurora	CO	80014			
<b>Total:</b>	<b>9</b>	<b>Franchise:</b>	<b>9</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>7</b>	<b>Alcohol:</b>	<b>9</b>	<b>BT:</b>	<b>0</b>
<b>Paul Klatt</b>		Cell (720) 431-6462				Paul.Klatt @7-11.com					
35822 H	C B HF NC	303-220-5467	Raj Sigdel		6630 S. Yosemite St.	Greenwood Village	CO	80111			
39528 A	F G B HF NC	720-870-1194	CARPCO, LLC		16310 E Quincy	Aurora	CO	80016			
39533 A	F HF NC	720-488-2799	CARPCO, LLC		4690 S. Yosemite St, Unit B	Greenwood Village	CO	80111			
39591 A	F G B HF NC	303-221-1622	CARPCO, LLC		9355 E Dry Creek Road	Centennial	CO	80112			
39822 A	F G B HF NC	303-756-0058	CARPCO, LLC		15296 E Hampden Ave.	Aurora	CO	80014			
39862 A	F B HF NC	303-752-4440	Nelya Sarikova		3060 S. Havana Street	Aurora	CO	80014			
<b>Total:</b>	<b>6</b>	<b>Franchise:</b>	<b>5</b>	<b>Corporate:</b>	<b>1</b>	<b>Hot Foods:</b>	<b>6</b>	<b>Alcohol:</b>	<b>5</b>	<b>BT:</b>	<b>0</b>
<b>John Kneatis</b>		Cell (720) 328-8246				John.Kneatis @7-11.com					
17134 A	F B HF	303-989-8831	Chelsea Malhotra		9200 W. Alameda	Lakewood	CO	80226			
22063 A	F G B HF	303-237-8643	Nabil Nasser		11599 W Colfax	Lakewood	CO	80215			
23603 A	F G B HF	303-936-4356	Gary Sidhu		105 Knox Court	Denver	CO	80219			
25052 A	F G B HF	303-936-1412	Ruben Bachayev		890 S Federal	Denver	CO	80219			
26137 A	F G B HF	303-232-1229	Tariq Tariq & Jean Anjum		95 Sheridan	Lakewood	CO	80226			
23887 A	F G B HF	303-937-0657	Pankaj Kumar & Happy Rani		1499 S Federal	Denver	CO	80219			
29161 A	F G B HF	303-733-5238	Gary Sidhu		2299 W Alameda	Denver	CO	80223			
35536 B	F B HF NC	303-534-1037	Jalinderb Chahal		460 Federal Blvd.	Denver	CO	80204			
38274 B	F G B HF	303-233-1660	Xavier Castanon		486 Sheridan Blvd.	Lakewood	CO	80226			
<b>Total:</b>	<b>9</b>	<b>Franchise:</b>	<b>9</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>9</b>	<b>Alcohol:</b>	<b>9</b>	<b>BT:</b>	<b>0</b>
<b>Marco Levesque</b>		Cell (720) 431-8388				Marco.Levesque @7-11.com					
13128 A	F B	303-989-1956	Habib Razani		9101 W Jewell	Lakewood	CO	80232			
16063 A	F B HF	303-989-1943	Rena Pannu		2641 S Estes	Lakewood	CO	80227			
18449 A	F B HF	303-987-2003	Rena Pannu		2790 S Wadsworth	Denver	CO	80227			
23664 A	F B HF NC	303-936-9339	David Belbin		2396 S. Federal	Denver	CO	80219			
27429 B	F G B HF	303-936-5391	David Belbin		1850 S Sheridan	Denver	CO	80232			
34505 A	F B HF NC	303-934-9541	Daniel Amedro		1107 S Sheridan	Lakewood	CO	80232			
34683 A	F B HF NC	303-965-7180	Daniel Amedro		2201 S Sheridan	Denver	CO	80222			
35604 A	F B HF NC	303-761-3249	Pritesh Patel		3391 W Hampden Ave	Englewood	CO	80110			
35979 A	F B HF NC	303-922-2400	Pedam Bishwokarma		2950 West Evans	Denver	CO	80219			
<b>Total:</b>	<b>9</b>	<b>Franchise:</b>	<b>9</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>8</b>	<b>Alcohol:</b>	<b>9</b>	<b>BT:</b>	<b>0</b>
<b>Lance Lindholm</b>		Cell (303) 808-7823				Lance.Lindholm @7-11.com					
15754 A	F G B HF	303-595-8114	Silas Gebrekristos		4770 W Colfax Avenue	Denver	CO	80204			
16147 B	F G B HF	303-455-5744	Tariq Tariq & Jean Anjum		2609 Federal Blvd	Denver	CO	80211			
16593 A	F G B HF	303-433-1156	Solomon Bachayev		2600 W 38th Avenue	Denver	CO	80211			
21899 A	F B HF	303-433-3293	Prabhjit Singh		5195 W Byron Street	Denver	CO	80212			
25028 A	F G B HF	303-572-8243	Ramanjit Sandu		1490 Perry Street	Denver	CO	80204			
29420 A	F G B HF NC	303-477-8708	Gary & Mandy Sidhu		1301 W 38th Avenue	Denver	CO	80211			
34330 B	F B	303-455-0357	Siju Samuel		3810 Federal Blvd.	Denver	CO	80211			
35688 A	F B HF NC	303-573-3851	Dhaminder Singh		3445 W Colfax Ave	Denver	CO	80204			
39183 A	F G B HF	303-238-5148	Tony Laleh		5200 W. Colfax Ave	Lakewood	CO	80214			
<b>Total:</b>	<b>9</b>	<b>Franchise:</b>	<b>9</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>8</b>	<b>Alcohol:</b>	<b>9</b>	<b>BT:</b>	<b>0</b>
<b>David Lopez</b>		Cell (720) 476-1974				David.Lopez @7-11.com					
15403 A	F G HF	303-426-8827	Andrew Rupp		1605 92nd	Federal Heights	CO	80260			
17299 A	F B HF NC	303-232-3647	Connie Rupp		8390 W 14th Avenue	Lakewood	CO	80215			
24165 A	F G B HF NC	303-427-8062	Sandip Mail		9201 Federal	Westminster	CO	80221			
34012 A	F G B HF	303-429-0672	Andrew Rupp		5241 72nd Ave.	Westminster	CO	80030			
39730 A	F G B HF NC	303-935-3652	Twin Star Energy, LLC		1110 S. Pierce	Lakewood	CO	80232			
39738 A	F G B HF NC	303-926-0639	Twin Star Energy, LLC		1285 W Baseline Road	Lafayette	CO	80026			
39742 A	F G B HF NC	303-460-8470	Twin Star Energy, LLC		4175 W 120th	Broomfield	CO	80020			
39752 A	F G B HF NC	303-920-0709	Twin Star Energy, LLC		2271 W 128th	Westminster	CO	80234			
39753 A	F G B HF NC	720-898-0281	Twin Star Energy, LLC		7190 Simms	Arvada	CO	80004			
<b>Total:</b>	<b>9</b>	<b>Franchise:</b>	<b>9</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>9</b>	<b>Alcohol:</b>	<b>8</b>	<b>BT:</b>	<b>0</b>



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Market Manager		Ariel Carballo		CELL (972) 832-8459				Ariel.Carballo@7-11.com	
Total Stores	121	117 Franchise	4 Corporate	0 BT	117 Alcohol	75 Gasoline	110 Hot Foods	50 New Coffee	Effective: 10/1/2015
<b>Taci McKay</b>		Cell (720) 840-1550				Taci.Mckay@7-11.com			
13140 A	F B HF	303-420-6031	Adeel Teriq			5405 Marshall Street	Arvada	CO	80002
18094 A	F G B HF	303-780-9884	Mulu Amare			1120 S. Parker	Denver	CO	80231
18418 B	F G B HF	303-422-6681	James Sandoval			7355 Ralston Road	Arvada	CO	80002
18497 A	F B HF NC	303-420-5437	Vijay Thangughai			5010 Kipling	Wheat Ridge	CO	80033
23727 A	F G B HF	303-394-3016	Muhammad Yusuf			750 S. Monaco	Denver	CO	80224
35519 A	F G B HF NC	303-465-9671	Carol Braun			4408 N Sheridan Blvd	Denver	CO	80212
36492 A	F G B HF NC	303-421-0522	Makele Abraham			5985 W 38th Avenue	Wheat Ridge	CO	80212
<b>Total: 7 Franchise:</b>		<b>7</b>	<b>Corporate: 0</b>		<b>Hot Foods: 7</b>	<b>Alcohol: 7</b>		<b>BT: 0</b>	
<b>Brandon Meadows</b>		Cell (303) 717-3249				Brandon.Meadows@7-11.com			
13184 A	F B HF	303-443-2286	Song Jang			2605 Valmont	Boulder	CO	80304
29329 A	F G B HF	303-452-9271	Jeff Swaget			12057 Pecos Street	Westminster	CO	80234
29314 A	F G B	303-252-7505	Sardul & Arlene Gilli			10410 Melody Drive	Northglenn	CO	80234
32673 A	F G B	303-665-4250	Liza Shrestha			1446 N 95th Street	Lafayette	CO	80026
32809 B	F G B HF	303-635-2204	Karan Randev			10128 N. Wadsworth Pkwy	Westminster	CO	80021
34036 A	F G B HF	303-459-3836	Gary Sidhu			6990 Church Ranch Blvd.	Westminster	CO	80021
35069 A	F B HF NC	303-442-0184	Brock Rhymer			1091 13th Street	Boulder	CO	80302
35338 A	F G B HF NC	303-635-0177	Gary Sidhu			12802 Lowell Blvd.	Broomfield	CO	80020
35357 A	F G B HF NC	303-404-9801	Manpreet Brar			6190 W 113th Avenue	Westminster	CO	80031
<b>Total: 9 Franchise:</b>		<b>9</b>	<b>Corporate: 0</b>		<b>Hot Foods: 7</b>	<b>Alcohol: 9</b>		<b>BT: 0</b>	
<b>Wendell Riffel</b>		Cell (480) 414-9105				Wendell.Riffel@7-11.com			
13196 B	F G B HF	303-781-7074	Michael Woche			1277 E. Hampden	Englewood	CO	80110
13206 A	F B HF	303-782-0786	Reza Soleimanpour			3900 S. Broadway	Englewood	CO	80110
20182 A	F B HF	303-795-2759	Maryam Soltanleh			1499 W. Littleton Blvd.	Littleton	CO	80120
22533 C	F G B HF	303-761-8046	Mehdi Soleimanpour			4801 S. Broadway	Englewood	CO	80110
24078 A	F B	303-979-0650	Steve & Shashi Stemborg			8250 West Coal Mine, Unit A	Littleton	CO	80123
27033 A	F G B HF NC	303-794-5527	Prabhjit Singh			5595 S. Broadway	Littleton	CO	80120
29508 A	F G B HF	303-761-4531	Robert Marquez			3131 S. Broadway	Englewood	CO	80110
34486 A	F G B HF NC	303-798-1356	Raymond Sandhu			3099 W. Mineral Avenue	Littleton	CO	80120
39034 A	F G HF	303-761-4068	Don & Paulette Wills			4801 S. Santa Fe Dr.	Englewood	CO	80110
<b>Total: 9 Franchise:</b>		<b>9</b>	<b>Corporate: 0</b>		<b>Hot Foods: 8</b>	<b>Alcohol: 8</b>		<b>BT: 0</b>	
<b>Amado Trejo</b>		Cell (720) 480-8132				Amado.Trejo@7-11.com			
21242 A	F G B HF	303-790-0230	Mehdi Soleimanpour			6515 S. Dayton	Greenwood Village	CO	80111
24359 A	F G B HF	303-733-9823	Halle Gebretsadkan			2410 S. University	Denver	CO	80210
33040 A	F G B HF	303-770-4558	Andrew Abegg			8390 S. Colorado Blvd.	Highlands Ranch	CO	80128
33042 A	F G B HF	720-874-0901	Ardy Delsouz			8750 S. Yosemite Street	Lone Tree	CO	80124
35995 A	F B HF NC	303-777-5318	Urvinder Soni			1600 E. Evans Ave.	Denver	CO	80210
38769 A	F G B HF NC	303-758-0676	Mitch Harber			1510 S. Holly Street	Denver	CO	80222
37010 H	C B HF NC	303-722-1342	Anthony Cruz			2383 E Evans Ave.	Denver	CO	80210
39731 A	F G B HF NC	303-979-1714	Twin Star Energy, LLC			9100 W. Ken Caryl	Littleton	CO	80128
39733 A	F G B HF NC	303-649-1662	Twin Star Energy, LLC			9010 Park Meadows Dr.	Littleton	CO	80124
<b>Total: 9 Franchise:</b>		<b>8</b>	<b>Corporate: 1</b>		<b>Hot Foods: 9</b>	<b>Alcohol: 9</b>		<b>BT: 0</b>	



7-Eleven, Inc. | Heartland Zone |  
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Market Manager **Paul Coffman** CELL (469) 265-2301 Paul.Coffman @7-11.com

Total Stores **75** Franchise **58** Corporate **17** Hispanic **0** Alcohol **48** Gasoline **52** Hot Foods **30** New Coffee **11** Effective: **10/1/2015**

Centralized Admin Support / Accounting Customer Service / HR Inquiries: 877-711-4422	HR (TPU) Fax: 877-711-6344
Human Resource Leader: Stova Champagne (734) 812-8711	Sr. Operations Training Mgr. Connie He dal (214) 648-8169
HRBP: Jamie Mann (224) 999-2912	SEGWICK (Customer / Employee Accidents: (800) 222-4468
Employee Benefits Center: (800) 601-0711	Asset Protection Hotline: (800) 555-2620
Employment Verification: (800) 367-5690 (Employer Code: 17111)	Asset Protection Manager: Steve Sturgill (630) 398-3760
Employee Assistance Program: (900) 424-1711	Money Order Help Desk: (800) 444-4670
Customer / Guest Service: (800) 266-0711	RIS Help Desk: (800) 987-0711
Media Inquiries: Margaret Chabris (972) 828-5821	
Enterprise Help Desk: (888) 711-5211	
FM Facility Maintenance CHD or (800) 828-0711	

**Gary Bowman** KC DMA Cell (813) 396-1280 Gary.Bowman @7-11.com

13266 C F G BWL HF	816-765-7529	Harpreet Riar	11107 Grandview Road	Kansas City	MO	64137
17258 B F BWL	816-361-2160	Ted Burdin	319 East 83rd Street	Kansas City	MO	64113
18849 D F BWL	816-765-1208	Jagdish Patel	6506 Main Street	Grandview	MO	64080
20849 L C G BWL	816-958-1300	Shun Roy	8105 East Bannister Road	Kansas City	MO	64134
21067 A F G BWL	816-763-7200	Joyce James	3150 Gilham Road	Kansas City	MO	64109
22931 F F G BWL	816-763-1860	Pammy Sandhu	10815 Blue Ridge Blvd.	Kansas City	MO	64134
29066 B F G BWL	816-361-1211	Eric Aileman	8901 Wornall Road	Kansas City	MO	64114
35754 H C G B HF NC	913-764-8228	Cheryl Ryan	11860 Strang Line Road	Olathe	KS	66062
35789 H C CG B HF NC	913-886-1842	Kim Walsner	11350 W 135 Street	Overland Park	KS	66204
35787 H C CG B HF NC	913-432-9858	Douglas Bachar	8501 Johnson	Mission	KS	66202
36679 H C B HF NC	913-671-7034	Tressie Morgan	3944 Rainbow Blvd.	Kansas City	KS	66103
<b>Total: 11</b>	<b>Franchise: 6</b>	<b>Corporate: 5</b>	<b>Hot Foods: 5</b>	<b>Alcohol: 11</b>	<b>Hispanic: 0</b>	

**John Kincaid** STL DMA Cell (314) 359-9580 John.Kincaid @7-11.com

19501 D F BWL	314-421-2388	Abraham Eshein	201 N. 17th	St. Louis	MO	63103
22506 L C G BWL	314-291-9999	Teresa Gottman	12235 McKeivey	Maryland Heights	MO	63043
26281 D F G BWL	314-878-1854	Govi & Amitha Naidu	13491 Olive Blvd.	Cheslerfield	MO	63017
26796 D F G BWL HF	314-569-3474	John Gallagher	1201 Schuetz Road	Maryland Heights	MO	63146
27408 B F G BWL HF	314-644-0711	Randy Munton	6909 Southwest	St. Louis	MO	63143
27899 A F G BWL	314-427-6234	Reddy Chemaria	11202 Midland	Overland	MO	63114
29084 B F BWL HF	314-831-4079	John Gallagher	900 Shackelford	Florissant	MO	63031
<b>Total: 7</b>	<b>Franchise: 6</b>	<b>Corporate: 1</b>	<b>Hot Foods: 3</b>	<b>Alcohol: 7</b>	<b>Hispanic: 0</b>	

**Igor Konjicija** STL DMA Cell (314) 952-5505 Igor.Konjicija @7-11.com

19457 B F BWL	314-481-3290	Mustafa Sarwary	4948 Christy Blvd	St. Louis	MO	63116
19899 D F BWL	314-664-8166	Noni Haider	3180 Morganford	St. Louis	MO	63116
20920 L C BWL	314-646-1137	Serena Chamberlin	2425 South Big Bend Blvd.	St. Louis	MO	63143
20118 B F B HF	314-991-5934	Noni Haider	8158 Oliver Blvd & 82nd	University City	MO	63130
20278 D F BWL	618-876-3151	Masood Rauf	1151 Niedringhaus	Granite City	IL	62040
20883 E F BWL HF	314-771-8905	Noni Haider	2607 Gravois Ave./Jefferson	St. Louis	MO	63116
25702 K C G BWL	314-733-0891	Chris Ifland	8290 St. Charles Rock Rd.	Charlack	MO	63114
27092 E F G BWL	314-861-5437	AD Mull	9885 Manchester/Berry	Rock Hill	MO	63119
29046 D F G BWL HF	314-363-6630	Tom Johnson	5804 Gravois Ave./Bates	St. Louis	MO	63116
30285 C F G B	314-481-5753	Tom Johnson	5350 Chippewa	St. Louis	MO	63109
<b>Total: 10</b>	<b>Franchise: 8</b>	<b>Corporate: 2</b>	<b>Hot Foods: 3</b>	<b>Alcohol: 10</b>	<b>Hispanic: 0</b>	

**Todd Osgood** KC DMA Cell (816) 728-1427 Jeffrey.Osgood @7-11.com

13242 D F G B HF	913-722-0989	Gurmeet & Rupinder Singh	2924 South 47th Street	Kansas City	KS	66106
13246 J C G B HF	913-321-6142	Linda Tipton	2500 Central Avenue	Kansas City	KS	66102
16106 E F G BWL	816-221-1477	Joseph Mudumala	1701 Independence Avenue	Kansas City	MO	64108
18711 C F G BWL	816-923-5408	Gurmeet & Rupinder Singh	2635 Van Brunt Blvd.	Kansas City	MO	64127
26359 J C G BWL	816-231-3389	Sara Hogue	3201 Independence Avenue	Kansas City	MO	64124
28590 E F G BWL HF	816-465-2585	Mansinh Chaudhari	4251 NE Antloch Road	Kansas City	MO	64117
29063 B F G B	913-432-8300	Mansinh Chaudhari	6850 Antloch Road	Meriam KS	KS	66204
35783 A F CG B HF NC	913-758-0950	Mansinh Chaudhari	10950 Parallel Pkwy.	Kansas City	KS	66109
35785 A F CG B HF NC	913-982-9521	Rao Chadalawada	18875 Midland Drive	Shawnee	KS	66217
36101 H C CG B HF NC	913-362-0769	Kimberly Hannum	4431 Shawnee Drive	Kansas City	KS	66108
<b>Total: 10</b>	<b>Franchise: 7</b>	<b>Corporate: 3</b>	<b>Hot Foods: 6</b>	<b>Alcohol: 10</b>	<b>Hispanic: 0</b>	



7-Eleven, Inc. | Heartland Zone |  
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Market Manager		Paul Coffman		CELL (469) 265-2301		Paul.Coffman @7-11.com					
Total Stores	75	58 Franchise	17 Corporate	0 Hispanic	48 Alcohol	52 Gasoline	30 Hot Foods	11 New Coffee	Effective:	10/1/2016	
<b>Julie Stevens</b>		<b>STL DMA</b>		Cell (636) 375-2762		Julie.Stevens @7-11.com					
19279	F F	BWL	314-645-3560	AD Mufti		2807 Sulphur Avenue	St. Louis	MO	63139		
19507	D F	BWL	314-821-2251	Nilay Shah		639 W. Woodbine	Kirkwood	MO	63122		
19981	B F	BWL	314-631-2866	Jeff Lips		280 Hoffmeister	Lamay	MO	63125		
20200	J C	BWL	636-295-9391	Kevin Drummond		3995 Outer Road	Arnold	MO	63010		
23889	E F	G BWL	314-353-9133	Solomon Teshale		3000 Mackenzie Road	Afton	MO	63123		
27379	B F	G BWL	314-843-4075	Bola Oskoya		8250 Watson	Marlborough	MO	63119		
27472	B F	B HF	314-352-1711	Mary Dickerson		509 Bates/Virginia	St. Louis	MO	63111		
27838	C F	G BWL	314-631-4464	Bill Taylor		703 Union Road	Afton	MO	63123		
29027	B F	G BWL HF	636-937-7330	Alan & Susan DeGeare		1301 Veterans Blvd.	Peñstus	MO	63028		
32813	H C	G BWL	314-845-0572	Constance Grove		6197 Lamay Ferry Road	St. Louis	MO	63129		
<b>Total:</b>	<b>10</b>	<b>Franchise:</b>	<b>8</b>	<b>Corporate:</b>	<b>2</b>	<b>Hot Foods:</b>	<b>2</b>	<b>Alcohol:</b>	<b>10</b>	<b>Hispanic:</b>	<b>0</b>
<b>Joanne Trokel</b>		<b>KC DMA</b>		Cell (816) 810-5518		Joanne.Trokel @7-11.com					
16107	D F	B	913-772-6331	Khalid Asad		701 Metropolitan	Leavenworth	KS	66048		
21449	E F	G B	913-828-1273	Qaisar Lateef		2151 East 151st Street	Olathe	KS	66052		
35523	A F	CG B HF	913-649-4960	Harmanjot Mckha		10701 Malcalf Avenue	Overland Park	KS	66212		
35782	H C	CG B HF NC	786-364-5373	Jeremy Wall		111 Arizona Avenue	Holton	KS	66438		
35788	H C	CG B HF NC	913-780-2009	Aaron Cook		1650 S. Harrison Circle	Olathe	KS	66061		
36891	H C	CG B HF NC	913-721-5175	Bill Godfrey		35 N 130th Terrace	Bonner Springs	KS	66012		
<b>Total:</b>	<b>6</b>	<b>Franchise:</b>	<b>3</b>	<b>Corporate:</b>	<b>3</b>	<b>Hot Foods:</b>	<b>4</b>	<b>Alcohol:</b>	<b>6</b>	<b>Hispanic:</b>	<b>0</b>
<b>Diana Turner</b>		<b>STL DMA</b>		Cell (636) 851-7650		Diana.Turner @7-11.com					
19470	D F	BWL	314-878-8057	Khalid & Fehmina Khan		12545 Bennington Place	St. Louis	MO	63146		
19503	B F	BWL HF	314-867-5462	Ope Folarin		2306 Chambers Road	Moline Acres	MO	63136		
19522	E F	BWL	314-821-5715	Hamid Paracha		1193 Colonnade Center	De Peres	MO	63131		
20206	A F	G	314-427-1440	Rasida Munshi		4300 Woodson	Woodson Terrace	MO	63134		
25859	D F	BWL	636-278-2668	Bradley Hanson		6680 Mexico Road	St. Peters	MO	63376		
26184	D F	G BW HF	314-837-8826	Mohammad & Maniba Farooq		105 Dunn Road	Fleurissant	MO	63031		
26911	E F	G BWL HF	636-379-6646	Bradley Hanson		7901 Mexico Road	St. Peters	MO	63378		
26923	G F	G BWL	636-938-4250	Mairaj Olanuddin		610 Jungeman	St. Peters	MO	63376		
28038	C F	G B	314-895-1701	Mohammad & Maniba Farooq		6085 North Lindbergh	Hazelwood	MO	63042		
29264	B F	G BWL	636-881-7111	Hamid Paracha		13515 Big Bend Rd (Dougherty)	St. Louis	MO	63122		
<b>Total:</b>	<b>10</b>	<b>Franchise:</b>	<b>10</b>	<b>Corporate:</b>	<b>0</b>	<b>Hot Foods:</b>	<b>3</b>	<b>Alcohol:</b>	<b>9</b>	<b>Hispanic:</b>	<b>0</b>
<b>Michelle Glendening</b>		<b>KC DMA</b>		Cell (786) 691-9641		Michelle.Glendening @7-11.com					
13283	B F	G BWL	816-524-0422	Alex Meqsood		909 SW Oldham Parkway	Lee's Summit	MO	64081		
13294	C F	BWL	816-461-0158	Khalid Asad		11001 East 23rd Street	Independence	MO	64052		
21391	C F	G BWL	816-373-7179	Asmat Zaman		16801 Gudgett	Independence	MO	64055		
24057	D F	BWL	816-461-8333	Pragnesh Patel		201 East US Highway 24	Independence	MO	64050		
24442	M C	G BWL	816-257-0003	Irene Williams		17801 East US Highway 24	Independence	MO	64058		
24465	E F	G B HF	913-764-1183	Falsai Asad		951 South Parker	Olathe	KS	66051		
25726	D F	G B HF	913-648-5036	Falsai Asad		6700 West 96th Street	Overland Park	KS	66212		
27832	D F	G B	913-469-1848	Sunilkumar Epur		11724 Quivira Road	Overland Park	KS	66210		
29062	C F	G BWL	816-356-3411	Falsai Asad		12333 East US Highway 40	Independence	MO	64055		
30176	C F	G B HF	913-792-4816	Qaisar Lateef		13901 South Muriel Road	Olathe	KS	66082		
39784	A F	CG B HF NC	913-393-0314	Rao Chalasani		202 N. Parker	Olathe	KS	66051		
<b>Total:</b>	<b>11</b>	<b>Franchise:</b>	<b>10</b>	<b>Corporate:</b>	<b>1</b>	<b>Hot Foods:</b>	<b>4</b>	<b>Alcohol:</b>	<b>11</b>	<b>Hispanic:</b>	<b>0</b>

OFFICE EXT.		MOBILE PHONE	OFFICE EXT.	MOBILE PHONE	OFFICE EXT.	MOBILE PHONE	OFFICE EXT.	MOBILE PHONE				
<b>A</b>			<b>E</b>		<b>L</b>		<b>S</b>					
	Alzmann, Greg	(719) 362-6489		Easterly, Jack		(312) 848-5431		Lazarony, Jason	(720) 233-1338		Sandmire, Karen	(630) 621-5171
	Anderer, Michael	(972) 742-9158		Egidi, Kevin		(312) 206-3386		Leggett, Riley	(303) 598-4511		Scales, Mike	972-828-4450 (631) 275-0180
	Angeli, Mike	(815) 414-1572		Eichelkrauf, Norine		(214) 215-9466		Leonard, Patricia	(630) 639-9530		Schmidt, Beth	(214) 649-5697
	Avila, Judy	(630) 487-9261		Erckson, Chris		(303-324-5022		Levesque, Marco	(720) 431-6388		Schmidt, Bernie	(847) 271-0308
	Aykroyd, Dan	(317) 645-6393		Evans, Greg		(224) 500-1910		Lindholm, Lance	(303) 808-7623		Schneider, Steve	(724) 719-8617
<b>B</b>				Evans, John		(708) 557-0215		Lopez, David	(720) 476-1974		Schultz, Brent L	(630) 621-5380
	Baecker, Elen	(312) 860-3843	<b>F</b>		<b>M</b>			Schwenl, Troy			(720) 431-6439	
	Baker, Bart	(563) 613-4119		Fair, Benjamin		(815) 217-4633		Scriver, Stephen	(224) 999-2912		Scriver, Stephen	(720) 409-6147
	Benne, Chrs	(630) 776-5219		Fells, Shannon		(720) 409-8801		Shareef, Damon	(312) 385-9955		Shareef, Damon	(630) 310-1834
	Bennett, Brad	(970) 301-8289	<b>G</b>					Sovine, Shawna	(312) 952-3449		Sovine, Shawna	(720) 630-6952
	Bhuiya, Ripon	(312) 952-3368		Gamboia, Gna		(720) 530-1475		Stacy, Brian L	(630) 346-6912	972-828-4455	Stacy, Brian L	(312) 952-3477
	Birney, Josh	(720) 552-3229		Gauthier, Robert		(815) 271-2079		Starkey, Vonley	(224) 358-5673		Starkey, Vonley	(303) 250-2290
	Bowen, Steven	(417) 350-9776		Gibbs, Lee		(860) 818-8080		Stepina, Gary	(720) 840-1550		Stepina, Gary	(630) 240-1299
	Bowman, Gary	(913) 396-1280		Gibson, Samantha		(815) 514-6597		Stevens, Julie	(970) 371-9623		Stevens, Julie	(636) 375-2762
	Brandt, Charlene	(312) 952-3446		Gikey, Tiara		(872) 202-6454		Straub, Mary Ann	(303) 717-3249		Straub, Mary Ann	(262) 237-7891
	Broad, Mike	(630) 487-1952		Glendening, Michelle		(816) 806-0153		Sturgill, Steve	(630) 779-9263		Sturgill, Steve	(630) 366-3760
	Brooks, Phyllis	(630) 779-8195		Gons, Sharon		(720) 883-3629		Suhanyi, Karl	(847) 850-9666		Suhanyi, Karl	972-828-4258 (303) 249-9256
	Brown, Steve	(719) 201-0847		Gordon, Jumar		(970) 396-5649		<b>N</b>			<b>T</b>	
	Browning, Michael	(720) 431-6872	<b>H</b>					Niccoli, Allen	(719) 243-8511		Teachenor, Scott	(571) 225-5480
	Bush, Rowdy	(720) 346-3384		Hammitt, Jeana		(720) 431-6299		Noll, Elizabeth	(312) 607-2061		Thomas, Lony	(720) 431-2043
<b>C</b>				Harper, Keith		(630) 815-8297		<b>O</b>			Tanner, Arnold	(970) 456-7345
	Calhoun, Kelli	(720) 450-6693		Hams, Patricia		(630) 779-6281		Oliver, Henry	(630) 258-3435		Trejo, Amado	(720) 460-6132
	Carballo, Ariel	(972) 832-8469		Heredia, Sandra		(815) 342-8745		Ormsby, Doug	(309) 269-9377		Trefel, Jeanne	(816) 810-5518
	Carter, James	(773) 329-6834		Hernandez, Gen		(847) 848-0091		Osgood, Todd	(816) 728-1427		Turner, Diana	(636) 851-7650
	Champagne, Steve	734-328-6711 (734) 812-8711		Hudson, Dee		(312) 952-3410		<b>P</b>			<b>V</b>	
	Clark, Angela	(312) 613-8497		Humanski, Ron		(773) 710-3172		Page, Dale	(779) 548-1078		Valente, Al	(708) 712-4741
	Clarke, Joe	(224) 475-7428	<b>I</b>					Painter, Todd	(720) 469-8920		Vankley, Rob	(847) 894-8004
	Clarke, Nina	(630) 596-6910		Iding, Lesley		(720) 201-2163		Pate, Kathy	(720) 431-3865		Vivekananthan, Ramesh	(817) 235-8240
	Clements, Trevor	(630) 621-7647		Invergo, Greg		(312) 952-3490		Patera, Jerry	(312) 841-6819		<b>W</b>	
	Coffman, Paul	(469) 265-2301	<b>J</b>					Pellino, Robert	(312) 952-3428		Walker, Zach	(719) 238-7418
	Coleman, Nikki	(720) 409-8776		Jackson, John		(720) 518-8482		Peterson, Mary Kay	(847) 643-6450		Weiss, Lori	(720) 320-3792
	Curry, Robert	(512) 964-1357		Jezeck, Mike		(773) 205-9313		Petrovic, Tracy	(303) 884-7395		Williams, Brian	(630) 414-6235
	Czamik, Linda	972-828-4451 (630) 254-8233		Johnson, Scott		(708) 738-6795		Pfeifer, Mike	(720) 639-1160		Witzeling, Eve	(847) 502-5067
<b>D</b>				Johnston, Robin		(312) 576-9102		Pickelsimer, Matt	(954) 415-8519		Wolf, Jeanne	(720) 630-6843
	DeFalco, Rachel	(720) 237-2417		Jones, Chris		(708) 897-1459		Pistolesi, Vaughn	(734) 516-2205		Wolf, Kevin	972-828-4265 (720) 431-6358
	Defalco, Rocky	(303) 263-6507	<b>K</b>					<b>Q</b>			<b>Y</b>	
	Demico, Tony	(720) 354-6938		Kapoun, Robert		(830) 386-7670		Raab, David	(719) 289-6507		<b>Z</b>	
	Dinic, Mladen	(630) 456-1569		Kastar, Jay		(224) 358-8898		Ranieri, John	(847) 243-3265			
	Distel, Grant	(702) 445-4313		Kennedy, Aron		(317) 476-6176		Rauwolf, Keith	(708) 897-1428			
	Domokos, Glenn	(720) 412-1542		Kenney, Kathy		(312) 952-3369		Riffel, Wendell	(480) 414-9105			
	Duffendack, Amanda	(303) 884-7095		Khaski, Moe		(720) 485-2505		Rodriguez, Frank	(312) 961-1052			
	Duffendack, Jeff	(303) 807-2599		Kincaid, John		(314) 359-9680		Rose, Thomas	(847) 217-1279			
	Dusso, Tnna	(608) 320-4357		Klatt, Paul		(720) 431-6482		Russell, Jim	(847) 769-0082			
				Klum p, Steven		(719) 289-8715						
				Knestis, John		(720) 326-8246						
				Kojicija, Igor		(314) 952-5508						

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

STORE	CITY/COUNTY	TYPE	DATE	DISCIPLINARY ACTION
18324	Yuma	Sale to minor	09/21/13	11 day suspension, 7 days held in abeyance for one year; 4 days served with fine in lieu of suspension \$200 (state violation)
39451A	Mead	Sale to minor	12/05/13	15 day suspension, 10 days held in abeyance for one year; 5 days served with fine in lieu of suspension \$200 (state violation)
19676	Colorado Springs	Sale to minor	12/17/13	15 day suspension, 10 days held in abeyance for one year; 5 days served with fine in lieu of suspension \$200 (state violation)
25740B	Aurora	Sale to minor	12/18/13	15 day suspension, 10 days held in abeyance for one year; 5 days served with fine in lieu of suspension \$200 (state violation)
18409A	Aurora	Sale to minor	12/19/13	15 day suspension, 10 days held in abeyance for one year; 5 days served with fine in lieu of suspension \$200 (state violation)
35336A	Broomfield	Sale to minor	12/20/13	7 day suspension, 4 days held in abeyance for one year, 3 days served with fine in lieu of suspension \$200; Training Completed.
24398A	Colorado Springs	Sale to minor	02/27/14	15 day suspension, 10 days held in abeyance for one year; 5 days served with fine in lieu of suspension \$200 (state violation)
19583	Glenwood Springs	Sale to minor	04/27/14	15 day suspension, 10 days held in abeyance for one year; 5 days served with fine in lieu of suspension \$200 (state violation)
34210B	Firestone	Sale to minor	06/14/14	15 day suspension, 10 days held in abeyance for one year; 5 days served with fine in lieu of suspension \$200 (state violation)
13184A	Longmont	Sale to minor	08/07/14	14 day suspension, fine paid in lieu of 14 day suspension (\$200)
23603A	Denver	Sales to minor	08/22/14	14 day suspension, 10 days held in abeyance for one year; 1 day served, 3 days served with fine in lieu of suspension (\$200).
33040A	Douglas County	Sale to visibly intoxicated person	08/30/14	15 day suspension, 12 days held in abeyance for one year; 3 days served.
24359A	Denver	Sale to minor	09/19/14	14 day suspension, 10 days held in abeyance for one year; 4 days served.
39081B	Windsor	Sale to minor	10/10/14	5 day suspension, 5 days served, 0 days held in abeyance
36769A	Denver	Sale to minor	10/27/14	14 day suspension, 10 held in abeyance for one year; 4 days served
20104A	Fort Collins	Sale to Minor	10/30/14	14 day suspension, 9 days held in abeyance for one year, 5 days served with fine in lieu of suspension (\$200); Training required by 2/2/15.
13188A	Northglenn	Sale to Minor	11/07/14	14 day suspension, 8 days held in abeyance for two years, 1 day served, 5 days served with fine in lieu of suspension (\$200)
35979A	Denver	Sale to minor	11/14/14	14 day suspension, 10 days held in abeyance for one year, 1 day served, 3 days served with fine in lieu of suspension (\$200).
34209	Avon	Sale to Minor	11/17/14	10 day suspension; 5 days held in abeyance for one year, 5 days served with fine in lieu of suspension \$200 (state violation)

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

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

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

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

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

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

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

**DIRECTORS**

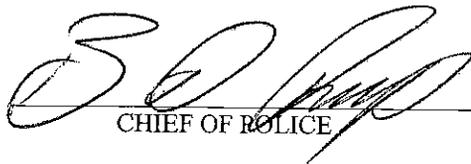
Toshifumi Suzuki	Chairman of the Board	8-8 Nibancho, Chiyoda-ku Tokyo 102-8452 Japan 011-813-6238-3722
Jay W. Chal	Director	335 Madison Avenue New York, New York 10017
Joseph M. DePinto	Director	1722 Routh Street, Suite 1000 Dallas, Texas 75201 972/828-2711
Ryuichi Isaka	Director	8-8 Nibancho, Chiyoda-ku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

**POLICE  
REPORTS**

**TOWN OF JOHNSTOWN POLICE DEPARTMENT**

**Information 3.2% Beer or Liquor Application**

- Name and address of Applicant} MDS Enterprises, Inc. & 7-Eleven Inc.  
7-Eleven Licensing, PO BOX 219088  
Dallas, TX 75221
1. Trade Name and Address} 7-Eleven Store #34238A  
50 Telep Avenue  
Johnstown, CO 80534
2. Date of Application: 11/15/2016
3. Type of Application: 3.2% Beer Off Premises
4. Documents Accompanying Application
- A. Local and State License Fees} Submitted with application
  - B. Evidence of Correct Zoning} CBD
  - C. Building Plans and or Sketch of Interior} N/A
  - D. Distance from School as per State} N/A
  - E. Deed or Lease or Assignment of Lease or Ownership: Rented
5. Evidence of Public Notice
- A. Posting of Premises} N/A
  - B. Legal Publication } N/A
6. Investigation: Police Department Case#}
- A. Applicant has made application for renewal of their 3.2% Beer Off Premises License
  - B. 7-Eleven Store 34238A has operated legally during its last license period.
  - C. Cooperation with law enforcement has been good.
8. Findings of fact:
- A. 7-Eleven Store 34238A presently holds license 4600265 that expires January 12, 2017
  - B. The required fees were submitted.
  - C. It is my recommendation that the renewal be approved.

  
CHIEF OF POLICE

12/2/16  
DATE

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

APPLICANT: **7-Eleven Store 34238A**

ADDRESS: **50 Telep Avenue, Johnstown**

TYPE LICENSE: **3.2% Beer Off Premises**

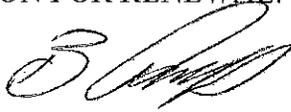
POLICE CALLS FOR SERVICE AT THIS LOCATION:

LIQUOR VIOLATIONS AT THIS LOCATION:

ARRESTS DUE TO ALCOHOL AT THIS LOCATION:

JPD RECOMMENDATION FOR RENEWAL: YES XXX NO \_\_\_\_\_

REPORTING OFFICER:



DATE: *12/2/18*

ADDITIONAL INFORMATION: *1 Employee ATTENDED TRAINING*



**AGENDA ITEM 9C**

**BEER  
AND  
WINE  
LICENSE RENEWAL  
(Starbucks 11169)**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** December 19, 2016

**ITEM NUMBER:** 9C

**SUBJECT:** Consider Beer and Wine License Renewal – Starbucks 11169

**ACTION PROPOSED:** Approve Beer and Wine License Renewal

**PRESENTED BY:** Town Clerk, Police Chief

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**AGENDA ITEM DESCRIPTION:** Ms. Sophie Hagen Hume, Vice President/Secretary of Coffee House Holdings Inc., has submitted a renewal application to the Town Clerk for a Beer and Wine License for Starbucks 11169 located at 4910 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.

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

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**LEGAL ADVICE:** N/A

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**FINANCIAL ADVICE:** N/A

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

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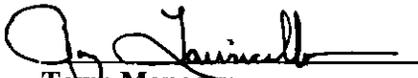
**SUGGESTED MOTIONS:**

**For Approval:** I move to approve the beer and wine license renewal for Starbucks 11169.

**For Denial:** I move to deny approval of the beer and wine license renewal for Starbucks 11169.

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**Reviewed:**

  
Town Manager

**RENEWAL  
APPLICATION**

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

STARBUCKS 11169  
 MAILSTON S-TAX2 LICENSE SVCS PO BOX 34442  
 SEATTLE WA 98124-1442

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

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

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

Licensee Name <b>COFFEE HOUSE HOLDINGS INC</b>		DBA <b>STARBUCKS 11169</b>	
Liquor License # <b>4705729</b>	License Type <b>Beer &amp; Wine (city)</b>	Sales Tax License # <b>298054980058</b>	Expiration Date <b>01/11/2017</b>
Due Date <b>11/27/2016</b>			
Operating Manager <b>Deniel Etler</b>	Date of Birth <b>12/20/1986</b>	Home Address <b>10396 Beautiful Street, Firestone CO 80504</b>	
Manager Phone Number <b>720 347 7449</b>		Email Address <b>aglover@starbucks.com</b>	
Street Address <b>4910 THOMPSON PARKWAY JOHNSTOWN CO 80534</b>			Phone Number <b>9706634014</b>
Mailing Address <b>MAILSTON S-TAX2 LICENSE SVCS PO BOX 34442 SEATTLE WA 98124-1442</b>			

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease 9/25/25
- Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <i>Sophie Hager Hume</i>	Title <b>VP/Secretary</b>
Signature <i>Sophie Hager Hume</i>	Date <b>10/21/16</b>

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

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

Local Licensing Authority For	Date
Signature	Title
	Attest

## Liquor licenses currently held in Colorado by Coffee House Holdings

<u>Corporation Name</u>	<u>Trade name</u>	<u>Address1</u>	<u>City</u>	<u>LicPermitIssuedID</u>
	dba Starbucks Coffee #:			
Coffee House Holdings	10262	9222 Park Meadows Drive (CHH)	Lone Tree	4705073
Coffee House Holdings	10499	1510 W Eisenhower Blvd	Loveland	4704983
Coffee House Holdings	11169	4910 Thompson Pkwy (CHH)	Johnstown	4705729
Coffee House Holdings	11477	2504 Hwy 6 & 50 (CHH)	Grand Junction	4705118
Coffee House Holdings	11479	13671 Colorado Blvd	Thornton	4705145
Coffee House Holdings	13233	14456 Delaware Street (CHH)	Westminster	4705045
Coffee House Holdings	13339	9700 S. Parker Road, Suite 100 (CHH)	Parker	4705223
Coffee House Holdings	13492	700 Eagleridge Blvd (CHH)	Pueblo	4705114
Coffee House Holdings	13604	10339 Tower Road (CHH)	Commerce City	4704706
Coffee House Holdings	13822	4975 Kipling St (CHH)	Wheat Ridge	4705019
Coffee House Holdings	14104	1335 West Elizabeth (CHH)	Fort Collins	4705112
Coffee House Holdings	14944	1708 S. College Ave (CHH)	Fort Collins	4705318
Coffee House Holdings	17663	1535 Rocky Mountain Ave (CHH)	Loveland	4705037
Coffee House Holdings	17748	9301 East Arapahoe Rd (CHH)	Greenwood Village	4705240
Coffee House Holdings	17823	5808 Barnes Road	Colorado Springs	4705213
Coffee House Holdings	19548	719 E Valley Rd	Basalt	4704733
Coffee House Holdings	21402	1352 College Ave #115 (CHH)	Boulder	4705297
Coffee House Holdings	22162	1900 Sixteenth St #100 (CHH)	Denver	4705792
Coffee House Holdings	237	250 Columbine 160 (2701 E 3rd St)(CHH)	Denver	4705198
Coffee House Holdings	246	3033 Arapahoe (CHH)	Boulder	4705298
Coffee House Holdings	248	1406 Larimer St (CHH)	Denver	4704914
Coffee House Holdings	253	200 Fillmore Street (CHH)	Denver	4704841
Coffee House Holdings	254	8243 (8100) S Quebec (CHH)	Centennial	4705266
Coffee House Holdings	270	801 Colorado Blvd. (CHH)	Denver	4705690
Coffee House Holdings	2825	12408 (12097) W Alameda Pkwy(CHH)	Lakewood	4705105
Coffee House Holdings	2939	B255 Anglers Drive, Building (CHH)	Steamboat Springs	4705931
Coffee House Holdings	296	2601 S Lemay (CHH)	Fort Collins	4705319
Coffee House Holdings	5325	870 CPL Max Donahue Ln Ste. A (CHH)	Highlands Ranch	4704725
Coffee House Holdings	5372	980 N. 10 Mile Dr (710 Summit Blvd.) (CHH)	Frisco	4705597
Coffee House Holdings	5548	1427 Pearl Street (CHH)	Boulder	4705123
Coffee House Holdings	5587	459 McCaslin Blvd (CHH)	Louisville	4705696
Coffee House Holdings	5640	303 16th Street	Denver	4704910
Coffee House Holdings	5722	8000 E Belleview	Greenwood Village	4705725
Coffee House Holdings	6333	12395 (12370) W 64th Ave (CHH)	Arvada	4704735
Coffee House Holdings	6342	1416 Platte River (CHH)	Denver	4704940
Coffee House Holdings	6684	225 S. Main Street	Breckenridge	4704710
Coffee House Holdings	6821	14261 East Cedar Avenue	Aurora	4705075
Coffee House Holdings	6834	1170 US Highway 287 D-400 (CHH)	Broomfield	4705268
Coffee House Holdings	6845	1605 Briargate Parkway # 103 (CHH)	Colorado Springs	4705643
Coffee House Holdings	6905	3795 Kipling St (CHH)	Wheat Ridge	4704857
Coffee House Holdings	6946	19590 E Hwy 24 A (320 W Midland Ave)(CHH)	Woodland Park	4704688
Coffee House Holdings	6998	92 Wadsworth Blvd (CHH)	Lakewood	4705001
Coffee House Holdings	8915	10611 W Florida Ave (CHH)	Lakewood	4705002

**POLICE  
REPORTS**

**TOWN OF JOHNSTOWN POLICE DEPARTMENT**

**Information 3.2% Beer or Liquor Application**

- Name and address of Applicant} Coffee House Holdings Inc.  
Mailston S-Tax2 License Svcs  
PO Box 34442  
Seattle WA 98124-1442
1. Trade Name and Address} Starbucks 11169  
4910 Thompson Parkway  
Johnstown, CO 80534
2. Date of Application: 11/14/2016
3. Type of Application: Beer and Wine License
4. Documents Accompanying Application  
A. Local and State License Fees} Submitted with application  
B. Evidence of Correct Zoning} CBD  
C. Building Plans and or Sketch of Interior} N/A  
D. Distance from School as per State} N/A  
E. Deed or Lease or Assignment of Lease or Ownership} Owned
5. Evidence of Public Notice  
A. Posting of Premises} N/A  
B. Legal Publication } N/A
6. Investigation: Police Department Case#}  
A. Applicant has made application for renewal of their Beer and Wine License  
B. Starbucks 11169 has operated legally during its last license period.  
C. Cooperation with law enforcement has been good.
8. Findings of fact:  
A. Starbucks 11169 presently holds license 4705729 that expires January 11, 2017  
B. The required fees were submitted.  
C. It is my recommendation that the renewal be approved.

  
\_\_\_\_\_  
CHIEF OF POLICE

  
\_\_\_\_\_  
DATE

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

APPLICANT: **Starbucks #11169**

ADDRESS: **4910 Thompson Parkway, Johnstown**

TYPE LICENSE: **Beer and Wine License**

POLICE CALLS FOR SERVICE AT THIS LOCATION:

LIQUOR VIOLATIONS AT THIS LOCATION:

ARRESTS DUE TO ALCOHOL AT THIS LOCATION:

JPD RECOMMENDATION FOR RENEWAL: YES XXX NO \_\_\_\_\_

REPORTING OFFICER: 

DATE: 12/2/16

ADDITIONAL INFORMATION: 1 EMPLOYEE ATTENDED TRAINING



**AGENDA ITEM 9D**

**REPEALING/REPLACING  
SECTIONS  
OF  
CHAPTER 13  
JOHNSTOWN MUNICIPAL CODE  
(Sewers)  
(Ordinance No. 2016-145)  
(\*Public Hearing – First Reading)**

## TOWN COUNCIL AGENDA COMMUNICATION

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**AGENDA DATE:** December 19, 2016

**ITEM NUMBER:** 9D

**SUBJECT: \*Public Hearing – (First Reading)** Consider Ordinance No. 2016-145, An Ordinance Repealing and Replacing Sections 13-11 through 13-20 and Repealing Section 13-28 of Article II of Chapter 13 of the Johnstown Municipal Code Concerning Sewers

**ACTION PROPOSED:** Approve Ordinance No. 2016-145 on first reading

**PRESENTED BY:** Town Attorney

**AGENDA ITEM DESCRIPTION:** As part of its prior code, the Town adopted wastewater regulations, currently codified in Article II of Chapter 13 of the Johnstown Municipal Code, to, among other matters, regulate waste disposal, the use of public and private sewers and discharges to the Town's publicly owned treatment works, the Johnstown Central Wastewater Treatment Plant and the Low Point Wastewater Treatment Plant. The wastewater regulations are intended to regulate all discharges into the publicly owned treatment works, including, but not limited to, the discharge of industrial wastes.

The Town operates the publicly owned treatment works pursuant to two National Pollutant Discharge Elimination System ("NPDES") Permits, authorizing the Town to discharge to waters of the United States under the Clean Water Act, as amended, 33 U.S.C. section 1251 et seq. Because the Town does not have a pretreatment program approved by the Environmental Protection Agency ("EPA"), the pretreatment standards under the NPDES Permits are regulated, in part, by the EPA.

On or about November 4, 2015, representatives from the EPA and the Colorado Department of Public Health and Environment inspected the Town's publicly owned treatment works to assess the Town's pretreatment program related specifically to the pretreatment of industrial waste discharges. The EPA thereafter provided the Town with a Pretreatment Program Assessment dated February 26, 2016. In the assessment, the EPA recommended that the Town consider adopting an ordinance to ensure that the Town has the proper legal authority to identify industrial users of the publicly owned treatment works, prohibit the discharge into the publicly owned treatment works of matters banned under the NPDES Permits and otherwise regulate industrial discharges and protect the publicly owned treatment works.

Ordinance 2016-145 was drafted pursuant to the EPA's recommendations with input from Gregory A. Weeks, the Town's Engineer.

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**LEGAL ADVICE:** Ordinance No. 2016-145 was prepared by the Town Attorney.

**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** Approve Ordinance No. 2016-145 on first reading.

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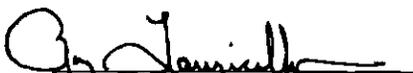
**SUGGESTED MOTION:**

**For Approval:** I move to approve Ordinance No. 2016-145, an Ordinance Repealing and Replacing Sections 13-11 through 13-20 and Repealing Section 13-28 of Article II of Chapter 13 of the Johnstown Municipal Code Concerning Sewers.

**For Denial:** I move to deny approval of Ordinance No. 2016-145.

---

**Reviewed:**

  
Town Manager

**\* PUBLIC HEARING PROCEDURE – Ordinance No. 2016-145, An Ordinance Repealing and Replacing Sections 13-11 through 13-20 and Repealing Section 13-28 of Article II of Chapter 13 of the Johnstown Municipal Code Concerning Sewers**

1. Open public hearing.
2. Receive information from staff.
3. Ask to hear from anyone who supports Ordinance No. 2016-145.
4. Ask to hear from anyone who opposes Ordinance No. 2016-145.
5. Close the public hearing.
6. Ask for discussion.
7. Make decision and/or motion from Council.
  - a. Need motion to approve or deny approval of Ordinance No. 2016-145.

**(SUGGESTED MOTIONS):**

**For Approval:**

**I move to approve Ordinance No. 2016-145, An Ordinance Repealing and Replacing Sections 13-11 through 13-20 and Repealing Section 13-28 of Article II of Chapter 13 of the Johnstown Municipal Code**

**For Denial:**

**I move to deny approval of Ordinance No. 2016-145**

**ORDINANCE**

**No. 2016-145**

**TOWN OF JOHNSTOWN, COLORADO**

**ORDINANCE NO. 2016-145**

**AN ORDINANCE REPEALING AND  
REPLACING SECTIONS 13-11 THROUGH 13-20  
AND REPEALING SECTION 13-28 OF ARTICLE II OF  
CHAPTER 13 OF THE JOHNSTOWN MUNICIPAL  
CODE CONCERNING SEWERS**

**WHEREAS**, the Town of Johnstown, Colorado (the “Town”) is a municipal corporation duly organized and existing under its Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado; and

**WHEREAS**, as part of its prior code, the Town adopted wastewater regulations, currently codified in Article II of Chapter 13 of the Johnstown Municipal Code, to, among other matters, regulate the use of public and private sewers, the disposal of waste and discharges to the Town’s publicly owned treatment works, which include the Johnstown Central Wastewater Treatment Plant and the Low Point Wastewater Treatment Plant; and

**WHEREAS**, the wastewater regulations are intended to regulate all discharges into the publicly owned treatment works, including, but not limited to, the discharge of industrial wastes; and

**WHEREAS**, the Town operates the publicly owned treatment works pursuant to two National Pollutant Discharge Elimination System (“NPDES”) Permits, CO-0021156 and CO-0047058, authorizing the Town to discharge from the publicly owned treatment works to waters of the United States under the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. section 1251 et seq.; and

**WHEREAS**, because the Town does not have a pretreatment program approved by the Environmental Protection Agency (“EPA”), the pretreatment standards under the NPDES Permits are regulated, in part, by the EPA; and

**WHEREAS**, on or about November 4, 2015, representatives from the EPA and the Water Quality Control Section of the Colorado Department of Public Health and Environment inspected the Town’s publicly owned treatment works to assess the Town’s pretreatment program with respect to the pretreatment of industrial waste discharges; and

**WHEREAS**, pursuant to the Pretreatment Program Assessment dated February 26, 2016, the EPA recommended that the Town consider adopting an ordinance to ensure that the Town has the proper legal authority to identify industrial users of the publicly owned treatment works, prohibit the discharge of items banned under the NPDES Permits into the publicly owned

treatment works and otherwise regulate industrial discharges and protect the publicly owned treatment works; and

**WHEREAS**, pursuant to the EPA's recommendations, and based on input from the Town's Engineer, Gregory A. Weeks, presented to Town Council on October 3, 2016, the Town Council desires to repeal and replace Sections 13-11 through 13-20 of Article II of Chapter 13 of the Johnstown Municipal Code and to repeal Section 13-28 of Article II of Chapter 13 of the Johnstown Municipal Code to ensure the Town has the legal authority recommended in the Pretreatment Program Assessment dated February 26, 2016; and

**WHEREAS**, the Town Council finds that repealing and replacing Sections 13-11 through 13-20 of Article II of Chapter 13 of the Johnstown Municipal Code and repealing Section 13-28 of Article II of Chapter 13 of the Johnstown Municipal Code is in the best interests of the Town.

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

**Section 1. Repeal and Replacement.** Sections 13-11 through 13-20 of Article II, Chapter 13 of the Johnstown Municipal Code are hereby repealed and replaced with the following:

**Sec. 13-11. Definitions.**

Unless the context specifically indicates otherwise, the meaning of terms used in this Article shall be as follows:

(1) *Act* means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. section 1251 et seq.

(2) *Article* means this Article II of Chapter 13 of the Town of Johnstown Municipal Code.

(3) *Biochemical oxygen demand* (BOD) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20°) Celsius, expressed in milligrams per liter.

(4) *Building drain* means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.

(5) *Building sewer* means the extension from the building drain to the public sewer or other place of disposal, also called house connection.

(6) *Chemical Oxygen Demand or COD* means a measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

(7) *Combined sewer* means a sewer intended to receive both wastewater and storm water or surface water.

(8) *Easement* means an acquired legal right for the specific use of land owned by others.

(9) *Floatable oil* is oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the POTW.

(10) *Garbage* means the animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods.

(11) *Indirect Discharge or Discharge* means the introduction of any pollutant into the POTW from any non-domestic source under Section 307(b), (c) or (d) of the Act.

(12) *Industrial Users or IU* means a source of indirect discharge.

(13) *Interference* means a discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

- A. Inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and,
- B. Therefore, is a cause of a violation of the Town's NPDES permit(s) (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory and regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act; any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

(14) *Industrial waste* means the wastewater from industrial processes, trade or business as distinct from domestic or sanitary wastes.

(15) *Medical Waste* means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

(16) *National Pollutant Discharge Elimination System Permit or "NPDES Permit"* means the permit(s) issued by the State of Colorado authorizing the Town to discharge to waters of the United States under the Act, and includes, as may be amended from time to time, CO-0021156 and CO-0047058.

(17) *Natural outlet* means any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake or other body of surface or ground water.

(18) *May* is permissive (see *shall*).

(19) *Pass Through* means a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Town's NPDES permit, including an increase in the magnitude or duration of a violation.

(20) *Person* means any individual, firm, company, association, society, corporation or group, and includes industrial users.

(21) *pH* means the logarithm of the reciprocal of the hydrogen ion concentration. The concentration is the weight of hydrogen ions, in grams, per liter of solution. Neutral water, for example, has a pH value of seven (7) and hydrogen ion concentration of  $10^{-7}$ .

(22) *Pollutant* means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, flow, TSS, turbidity, color, BOD, COD, toxicity, or odor).

(23) *Pretreatment* means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutants in wastewater prior to, or in lieu of, a discharge of such pollutants into the POTW. This reduction or alteration may be obtained by physical, chemical, or biological processes, by process changes or by other means, except by diluting the concentration of the pollutants, unless otherwise allowed by law or by the Superintendent.

(24) *Publicly Owned Treatment Works or POTW* means the treatment works, as defined by Section 212 of the Act (33 U.S.C. section 1292), that are owned by the Town. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances that convey wastewater to the POTW Treatment Plant.

(25) *POTW Treatment Plant* means that portion of the POTW which is designed to provide treatment (including recycling and reclamation) of municipal sewage and industrial waste and includes, as may be amended from time to time, the Johnstown Central Wastewater Treatment Facility and the Low Point Wastewater Treatment Plant.

(26) *Public sewer* means a common sewer controlled by a governmental agency or public utility.

(27) *Sanitary sewer* means a sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with minor quantities of ground, storm and surface waters that are not admitted intentionally.

(28) *Sewage* is the spent water of a community, and typically refers to water containing human excrement and gray water (as from showers, baths, dishwashing operations, sinks, washing machines). The preferred term is *wastewater*.

(29) *Sewer* means a pipe or conduit that carries wastewater.

(30) *Shall* is mandatory (see *may*).

(31) *Slug discharge* means any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four-hour concentration or flows during normal operation that adversely affect the collection system and/or performance of the wastewater treatment works. Slug discharge includes any discharge of a non-routine, episodic nature, such as an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the Town's NPDES Permit, the POTW's regulations, local limits or pretreatment requirements.

(32) *Storm drain* (sometimes termed *storm sewer*) means a drain or sewer for conveying water, ground water, subsurface water or unpolluted water in any source.

(33) *Superintendent* means the superintendent of wastewater facilities, of wastewater treatment works, and/or of water pollution control of the Town or his or her authorized deputy, agent or representative. If the Town does not have a designated Superintendent, the Town Manager may assume the role thereof or delegate the administration of this Article or any part of it, subject to the limitations of the Johnstown Municipal Code, to duly qualified employees or agents of the Town.

(34) *Total Suspended Solids (TSS) or Suspended Solids (SS)* means suspended matter that either floats on the surface of or is in suspension in water, wastewater or other liquids, and is removable by laboratory filtering as prescribed in *Standard Methods for the Examination of Water and Wastewater*.

(35) *Town* means the Town of Johnstown.

(36) *Unpolluted water* is water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards

(37) *Wastewater* means the liquid and water-carried pollutants from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW. It may be a combination of the liquid and water-carried waste together with any ground water, surface water and storm water that may be present.

(38) *Wastewater treatment works* means an arrangement of devices and structures for treating wastewater, industrial wastes and sludge. Sometimes used as synonymous with waste treatment plant or wastewater treatment plant or water pollution control plant or POTW.

(39) *Watercourse* means a natural or artificial channel for the passage of water either continuously or intermittently.

#### **Sec. 13-12. Use of public sewers required.**

(a) It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the Town, or in any area under the jurisdiction of the Town, any human or animal excrement, garbage or other objectionable waste.

(b) It shall be unlawful to discharge to any natural outlet within the Town, or in any area under the jurisdiction of the Town, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this Article.

(c) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of wastewater.

(d) The owners of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes situated within the Town and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary or combined sewer, are hereby required, at the owners' expense, to install suitable toilet facilities therein, and to promptly connect such facilities directly with the proper public sewer in accordance with the provisions of this Article, provided that the public sewer is within three hundred (300) feet of the property line.

### **Sec. 13-13. Private wastewater disposal.**

(a) Where a public sanitary or combined sewer is not available under the provisions of Section 13-12(d), the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this Section.

(b) Before commencement of construction of a private wastewater disposal system, the owner shall first obtain a written permit signed by the Superintendent. The application for such permit shall be made on a form furnished by the Town, which shall be supplemented by any plans, specifications and other information as deemed necessary by the Superintendent. The applicant shall also pay a permit and inspection fee to the Town at the time the application is filed. The amount of the permit and inspection fee shall be set by resolution of Town Council.

(c) A permit for a private wastewater disposal system shall not become effective until the installation is completed to the satisfaction of the Superintendent. The Superintendent shall be allowed to inspect the work at any stage of construction, and, in any event, the applicant for the permit shall notify the Superintendent when the work is ready for final inspection and before any underground portions are covered. The inspection shall be made within two business days of the receipt of notice by the Superintendent.

(d) The type, capacities, location and layout of a private wastewater disposal system shall comply with all recommendations of the Colorado Department of Public Health and Environment. No permit shall be issued for any private wastewater disposal system employing subsurface soil absorption facilities where the area of the lot is less than forty-three thousand five hundred sixty (43,560) square feet. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

(e) At such time as a public sewer becomes available to a property served by a private wastewater disposal system, as provided in Section 13-12(d), a direct connection shall be made to the public sewer within thirty (30) days in compliance with this Article, and any septic tanks, cesspools and similar private wastewater disposal facilities shall be cleaned of sludge and filled with suitable material.

(f) The owners shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times, at no expense to the Town.

(g) No statement contained in this Section shall be construed to interfere with any additional requirements that may be imposed by the Superintendent or the Colorado Department of Public Health and Environment.

**Sec. 13-14. Sanitary sewers, building sewers and connections.**

(a) No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Superintendent.

(b) There shall be two (2) classes of building sewer permits: (1) for residential and commercial service, and (2) for service to establishments producing industrial wastes. In either case, the owner or his or her agent shall make application on a special form furnished by the Town. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the Superintendent and, for industrial users, shall include the information required by Section 13-15(l) and any additional information required by the Superintendent. The applicant shall also pay a permit and inspection fee to the Town at the time the application is filed. The amount of the permit and inspection fee shall be set by resolution of Town Council.

(c) All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the Town from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

(d) A separate and independent building sewer shall be provided for every building; except where one (1) building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one (1) building sewer, but the Town does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned.

(e) Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Superintendent, to meet all requirements of this Article.

(f) The size, slope, alignment and materials of construction of all sanitary sewers including building sewers, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the Town. In the absence of suitable code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM International Standards and WPCF Manual of Practice No. 9 shall apply.

(g) Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

(h) No person shall make connection of roof downspouts, foundation drains, areaway drains or other sources of surface runoff or ground water to a building drain which in turn is connected directly or indirectly to a public sanitary sewer unless such connection is approved by the Superintendent for purposes of disposal of polluted surface drainage.

(i) The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing codes or other applicable rules and regulations or the procedures set forth in

appropriate specifications of the ASTM International Standards and the WPCF Manual of Practice No. 9. All such connections shall be made gas-tight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the Superintendent before installation.

(j) The applicant for the building sewer permit shall notify the Superintendent when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the Superintendent or his or her representative.

(k) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be promptly restored in a manner satisfactory to the Town.

#### **Sec. 13-15. Use of the public sewers.**

(a) No person shall discharge or cause to be discharged any unpolluted waters such as storm water, surface water, ground water, roof runoff, subsurface drainage or cooling water to any sewer; however, storm water runoff from limited areas, which storm water may be polluted at times, may be discharged to the sanitary sewer by permission of the Superintendent.

(b) Storm water other than that exempted under Subsection (a) above and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers or to a natural outlet approved by the Superintendent and other regulatory agencies. Unpolluted industrial cooling water or unpolluted process waters may be discharged, on approval of the Superintendent, to a storm sewer, combined sewer or natural outlet.

(c) No person shall discharge or cause to be discharged any of the following described water or wastes to any public sewers:

(1) Petroleum oil, nonbiodegradable cutting oil or products of mineral oil origin in amounts that will cause interference or pass through;

(2) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR 261.21;

(3) Wastewater having a pH less than five and one-half (5½) or otherwise causing corrosive structural damage to the POTW or equipment;

(4) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;

(5) Heat in amounts which will inhibit biological activity in the POTW resulting in interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40 °C (104 °F) unless the Superintendent approves alternate temperature limits;

(6) Pollutants which result in the presence of toxic gases, vapors or fumes within the POTW in a quantity that may cause acute worker health and safety problems;

(7) Trucked or hauled pollutants except in manner consistent with Subsection (m) below; and

(8) Solids or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the POTW such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair, fleshings, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

(d) The following described substances, materials, water or waste shall be limited in discharges to concentrations or quantities which will not harm the POTW, the sewers, the wastewater treatment process or equipment, will not have an adverse effect on the receiving stream and will not otherwise endanger lives, limb, public property or constitute a nuisance. The Superintendent may set limitations lower than the limitations established in the regulations below if, in his or her opinion, such more severe limitations are necessary to meet the above objectives. In forming his or her opinion as to the acceptability, the Superintendent may consider such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials of construction of the sewers, the wastewater treatment process employed, capacity of the wastewater treatment plant, degree of treatability of the waste in the wastewater treatment plant and other permanent factors. The limitations or restrictions on materials or characteristics of waste or wastewaters discharged to the POTW which shall not be violated without approval of the Superintendent are as follows:

(1) Fats, oils or greases of animal or vegetable origin in concentrations which could cause a problem to the collection system or the POTW (e.g., restricted flow in pipes, sewage backups, lift station operation issues, decreased treatment, etc.);

(2) Any garbage that has not been properly shredded. For purposes of this Subsection, properly shredded garbage means the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half ( $\frac{1}{2}$ ) inch (1.27 centimeters) in any dimension. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers. However, garbage grinders shall only be used to grind small amounts of garbage incidental to cleaning of plates, cookware, etc. and not to dispose of large quantities of waste. Waste must be scraped into a garbage can prior to cleaning;

(3) Any waters or wastes containing iron, chromium, copper, zinc and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater at the POTW Treatment Plant exceeds the limits established by the Superintendent for such materials;

(4) Any waters or wastes containing odor-producing substances exceeding limits which may be established by the Superintendent;

(5) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Superintendent in compliance with applicable state or federal regulations;

(6) Quantities of flow, concentrations of which constitute a slug discharge;

(7) Waters or wastes containing substances which are not amenable to transport, treatment or reduction by the wastewater treatment processes employed or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters;

(8) Any water or wastes which, by interaction with other water or wastes in the public sewer system or POTW, release obnoxious gases, form suspended solids which cause interference with the collection system or create a condition deleterious to structures and treatment processes;

(9) Wastewater which imparts color that cannot be removed by the POTW Treatment Plant, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently impart color to the POTW Treatment Plant's effluent, thereby causing a violation of the Town's NPDES Permit;

(10) Sludges, screenings or other residue from the pretreatment of industrial wastes, unless specifically approved by the Superintendent and otherwise in compliance with the Town's NPDES Permit;

(11) Wastewater causing, alone or in conjunction with other sources, the POTW Treatment Plant's effluent to fail toxicity tests;

(12) Detergents, surface-active agents (surfactants) or other pollutants that might cause excessive foaming in the POTW or receiving waters; and

(13) Wastewater causing a reading on an explosion hazard meter at the point of discharge into the POTW or at any point in the POTW.

The pollutants, substances or wastewater prohibited by this Subsection 13-15(d) shall not be processed or stored in such a manner that they could or will be discharged to the POTW.

(e) If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in Subsection (d) of this Section, and which, in the judgment of the Superintendent, may have a delirious effect upon the POTW, processes, equipment or receiving waters or which otherwise create hazard to life or constitute a public nuisance, the Superintendent may:

(1) Reject the wastes;

(2) Require pretreatment to an acceptable condition for discharge to the public sewers; or

(3) Require payment of the added cost of handling and treating the wastes not otherwise covered by existing taxes or sewer charges under the provisions of this Article.

(f) When considering the above alternatives, the Superintendent shall give consideration to the economic impact of each alternative on the discharger, but, in any event, shall not allow a discharge that has the potential to cause a violation of the Town's NPDES Permit or the law. If the Superintendent permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Superintendent.

(g) No user shall increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment, including pretreatment, to achieve compliance with a discharge limitation unless expressly authorized by law or by the Superintendent. The Superintendent may impose mass limitations on users who are using dilution to meet applicable requirements.

(h) Grease, oil and sand interceptors shall be provided when, in the opinion of the Superintendent, they are necessary for the proper handling of liquid wastes containing floatable fats, oils or greases in excessive amounts as specified in Subsection (d)(1), or any flammable wastes, sand or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Superintendent, and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors, the owner shall be responsible for the proper removal and disposal by appropriate means of the captivated material and shall maintain records of the dates and means of disposal which are subject to review by the Superintendent. Any removal and hauling of the collected materials not performed by the owner's personnel must be performed by currently licensed waste disposal firms.

(i) Where pretreatment or flow-equalizing facilities are provided or required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner or the operator at his or her expense.

(j) When required by the Superintendent, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable structure together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such structures, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Superintendent. The structure shall be installed by the owner at his or her expense, and shall be maintained by him or her so as to be safe and accessible at all times.

(k) The Superintendent may require the user of sewer services to provide information needed to determine compliance with this Article. The requirements may include, but are not limited to:

- (1) Wastewater discharge peak rate and volume over a specified time period;
- (2) Chemical analyses of wastewaters;
- (3) Information on raw materials, processes and products affecting wastewater volume and quality;
- (4) Quantity and disposition of specific liquid, sludge, oil, solvent or other materials important to sewer use control;
- (5) A plot plan of sewers of the user's property showing sewer and pretreatment facility location;
- (6) Details of systems to prevent and control the losses of materials through spills to the municipal sewer; and/or
- (7) A wastewater discharge permit application, questionnaire or other reports and notifications in a format and timeframe specified by the Superintendent.

(l) Industrial users.

(1) Mandatory pretreatment requirements. In addition to all other requirements contained in this Article, industrial users shall provide wastewater treatment, as necessary, to comply with the pretreatment standards required by the Town's NPDES Permit and otherwise required by law. The industrial user shall achieve compliance prior to discharge. Any facilities necessary for compliance shall be provided, operated and maintained at the industrial user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Superintendent for review, and shall be acceptable to the Superintendent before such facilities are constructed. Acceptance by the Superintendent of any such facilities shall not be construed as a guarantee or agreement by the Superintendent that such facilities will achieve compliance with this Article. The review of such plans and operating procedures shall in no way relieve the industrial user from the responsibility of modifying such facilities, as necessary, to produce a discharge acceptable to the Superintendent under the provisions of this Article.

(2) Additional pretreatment and monitoring requirements. The Superintendent may, in his or her discretion:

- A. Require an industrial user to restrict its discharge, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate domestic waste streams from non-domestic waste streams or impose such other conditions as may be necessary to protect the POTW and ensure the industrial user's compliance with the requirements of this Article;
- B. Require an industrial user discharging into the POTW to install and maintain, on the user's property and at the owner's or operator's expense, a suitable storage and flow-control facility to ensure equalization of flow;
- C. Require an industrial user discharging into the POTW to install, at the owner's or operator's expense, suitable monitoring facilities or equipment that isolates appropriate wastewater discharges into the wastewater system and facilitates accurate observation, sampling and measurement of discharges. The equipment shall be maintained in proper working order and kept safe and accessible without restriction to POTW personnel at all times. Where practical, the monitoring equipment shall be located and maintained on the industrial user's premises outside of the building; and/or
- D. Require an industrial user with the potential to discharge flammable substances to install and maintain an approved combustible gas detection meter.

(3) Slug discharge control. Facilities to prevent slug discharges shall be provided and maintained at the industrial user's expense. The Superintendent may require industrial users to implement prevention plans to control slug discharges.

(4) Notification. After initial approval, industrial users shall provide the following notifications:

- A. In the case of any discharge, including, but not limited to, spills, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, a slug discharge or a discharge that may cause potential problems for the POTW, the industrial user shall immediately telephone and notify the POTW of the incident. The notification shall include:
1. Name of the facility;
  2. Location of the facility;
  3. Name of the caller;
  4. Date and time of the discharge;
  5. Date and time discharge was halted;
  6. Location of the discharge;
  7. Type of waste;
  8. Estimated volume of the discharge;
  9. Estimated concentration of pollutants in the discharge;
  10. Corrective actions taken to halt the discharge; and
  11. Method of disposal, if applicable.
- B. Within five (5) working days following such discharge under Part A of this Subsection, the industrial user shall, unless waived by the Superintendent in writing, submit a detailed written summary describing the cause(s) of the discharge and measures to be taken by the industrial user to prevent similar future occurrences. Such notification shall not relieve the industrial user of any expense, loss, damage or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to persons or property; nor shall such notification relieve the industrial user of any fines, penalties or other liability which may be imposed pursuant to this Article and applicable regulations.
- C. The industrial user shall notify the Superintendent in advance of any substantial change in the volume or character of pollutants in their discharge and/or of any changes to their facilities affecting the potential for slug discharges and/or accidental release of prohibited discharges.
- D. The industrial user shall notify the Superintendent, the Colorado Department of Public Health and Environment and Region 8 of the Environmental Protection Agency in writing of any discharge into the POTW of any substance which, if otherwise disposed of, would be considered a hazardous waste under 40 CFR section 261. Each industrial user shall notify the POTW in advance of any substantial change to such discharge. The specific information required to be reported and the time frames in which it is to be reported are found at 40 CFR section 403.12(p).

(5) Recordkeeping. Industrial users shall retain all records related to discharges for a minimum period of three (3) years. The records shall be made immediately available upon request of the Superintendent at any time during the three (3) year period or so long as actually retained.

(6) Time for Compliance. All existing industrial users shall come into compliance with the terms of this Article upon the effective date.

(m) Trucked or hauled waste. The Superintendent may regulate trucked and hauled waste to ensure that persons are complying with the terms of this Article and that the Town is acting in compliance with its NPDES Permit.

(n) RV disposal stations. The Superintendent may allow recreational vehicle ("RV") disposal sites in the service area if the quality or quantity of the RV waste does not adversely impact the POTW. The Superintendent may require RV disposal sites in the service area to ensure adequate controlled access to its disposal site including locked access, sign-in records for persons discharging from the RV, record keeping by the RV disposal site and other information deemed appropriate.

(o) All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this Article shall be determined in accordance with the latest edition of *Standard Methods for the Examination of Water and Wastewater*, published by the American Public Health Association, and/or per EPA approved methods, as referenced in 40 CFR Part 136. Sampling methods, location, times, durations and frequencies are to be determined on an individual basis subject to approval by the Superintendent.

(p) No statement contained in this Section shall be construed as preventing any special agreement or arrangement between the Town and any person relating to an industrial concern whereby an industrial waste of unusual strength or character may be accepted by the Town for treatment, except that no such agreement shall be permitted which violates Subsection (c) of this Section or causes or may cause the Town to violate its NPDES Permit or the law.

#### **Sec. 13-16. Powers and authority of inspectors.**

(a) The Superintendent and other duly authorized employees of the Town bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling and testing pertinent to discharge to the POTW system in accordance with the provisions of this Article.

(b) The Superintendent and other duly authorized employees are authorized to obtain information concerning industrial processes which have a direct bearing on the kind and source of discharge to the POTW. All records, reports, data or other information supplied by any person as a result of any disclosure required by this Article or information and data from inspections shall be available for public inspection except as otherwise provided in this Section, 40 CFR Section 403.14 or Colorado law. These provisions shall not be applicable to any information designated as a trade secret by the person supplying such information. Materials designated as a trade secret may include, but shall not be limited to: processes, operations, style of work or apparatus or confidential commercial or statistical data. Any information and data submitted which is desired to be considered a trade secret shall have the words, "Confidential Business Information," stamped on each page containing such information. The person must demonstrate to the satisfaction of the Superintendent and the Town Manager that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets.

Information designated as a trade secret pursuant to this Subsection shall remain confidential and shall not be subject to public inspection. Such information shall be available only to officers, employees or authorized representatives of the Town charged with implementing and enforcing the provisions of this Article and properly identified representatives of the Environmental Protection Agency and or the

Colorado Department of Public Health and Environment. Effluent data obtained by self-monitoring, monitoring by the POTW or monitoring by any state or federal agency shall not be considered a trade secret or otherwise confidential. All such effluent data shall be available for public inspection.

(c) While performing the necessary work on private properties referred to in Subsection (a) above, the Superintendent or duly authorized employees shall observe all safety rules applicable to the premises established by the company and otherwise required by law.

(d) The Superintendent and other duly authorized employees of the Town bearing proper credentials and identification shall be permitted to enter all private properties through which the Town holds an easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the wastewater facilities lying within the easement. All entry and subsequent work, if any, on the easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

**Sec. 13-17. Abandonment of connection.**

No person shall abandon any building connection without first obtaining a written permit therefor. Such building connection shall be abandoned and effectively sealed as appropriate to the material of the building lead, subject to approval by the Superintendent.

**Sec. 13-18. Interference with Town employees prohibited; digging up streets for purposes of sewer connections; destroying facilities.**

(a) No person shall in any way interfere with the Town employees in any discharge of their duties with respect to the POTW.

(b) No person shall dig up or cause to be dug up any street or alley in the Town for the purpose of connecting with the sewer system, without first obtaining a permit, and no person having a permit shall dig up any portion of any street or alley for the purpose of connecting with the sewer system of the Town and fail or neglect to replace the street or alley to its original condition.

(c) No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the POTW.

(d) Any person violating these provisions may be subject to immediate arrest under charge of disorderly conduct and may be subject to any other recourse permitted under this Article, the Johnstown Municipal Code or the law.

**Sec. 13-19. Administrative Enforcement.**

(a) Notice of Violation. When the Superintendent finds that a person has violated, or continues to violate, any provision of this Article, the Town's NPDES Permit or any other order under this Article, the Superintendent may serve upon such person a written notice of violation. Within five (5) business days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to Superintendent. Submission of such a plan in no way relieves the person of liability for any violations occurring before or after receipt of the notice of violation. If the plan for correction submitted by the person is not satisfactory to the

Superintendent, the Superintendent may take further action. Nothing in this Subsection shall limit the authority of the Superintendent to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

(b) Suspension of Service.

(1) Suspension of Service with Notice. The Superintendent may suspend wastewater treatment service in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment, which causes or may imminently cause pass through, interference or the violation of the Town's NPDES Permit or which results or may imminently result in a violation of any other provision of this Article. Any person notified of a suspension of wastewater treatment service shall immediately stop or eliminate the discharge. In the event of a failure of the person to comply voluntarily with the suspension order, the Superintendent may take such steps as deemed necessary including immediate physical severance of the sewer connection, to prevent or minimize damage to the POTW or endangerment to individuals or the environment

(2) Emergency Suspension. The Superintendent may, without prior notice of hearing, order wastewater treatment services suspended or physically sever a sewer connection if an actual or proposed discharge immediately and substantially endangers public health, safety or welfare, or the environment, or may likely cause the Town to violate any condition of its NPDES Permit or the law. Any such emergency suspension order shall become effective immediately, and any person notified of such suspension shall immediately stop or eliminate all discharge of industrial waste. In such emergency situations, the Town is authorized to prevent or minimize danger or property damage.

(c) Administrative Orders and Penalties.

(1) Administrative Orders. When the Superintendent finds that a person has violated, or continues to violate, any provision of this Article, the Town's NPDES Permit or any other order under this Article, the Superintendent may issue an order to the person responsible for the discharge directing that such person immediately, or within a time specified by the Superintendent, come into compliance. If the person does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders may also contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance otherwise required by the provisions of this Article or required to ensure that the Town remains in compliance with the NPDES Permit, nor does a compliance order relieve the person of liability for any violation, including any continuing violation during the time it takes the person to come into compliance. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the person.

(2) Administrative Penalties. When the Superintendent finds that a person has violated, or continues to violate, any provision of this Article, the Town's NPDES Permit or any other order under this Article, the Superintendent may fine such person in an amount not to exceed

the amount set forth in Section 1-62 of the Johnstown Municipal Code. Such fines shall be assessed on a per-violation, per day basis. The Superintendent may, in addition to fines, collect charges to pay for damage to the POTW, fines issued to the POTW as a result of such person's noncompliance and any other costs incurred by the Town or the POTW as a result of such person's noncompliance. A lien against the person's property may be sought for unpaid charges, fines, and penalties. The issuance of an administrative fine shall not be a bar against, or prerequisite for, taking any other action against the person.

(d) Appeal of Administrative Orders or Penalties.

(1) Petition. A person who disputes an administrative order or administrative penalty may petition for a hearing on a revision or modification thereof. The petition shall be in writing, filed with the Town Clerk and contain facts in support of the position alleged therein. The petition shall be submitted under oath in writing or orally at the duly scheduled hearing. A person may only file one petition in connection with a particular dispute, except upon a showing of changed circumstances sufficient to justify the filing of an additional petition.

(2) Hearing. The Town Manager may hold a hearing on the petition or may designate another person as a hearing officer with authority to hold such hearing. The hearing shall be held within a reasonable time after the filing of a petition at the Town Hall or other place as designated by the hearing officer, and notice thereof and the proceedings shall otherwise be in accordance with the rules and regulations issued by the Town. The petitioner shall have the burden of proof.

(3) Final Order. Within ten (10) days of a hearing, the hearing officer shall make written findings of fact and conclusions based upon all relevant information contained in the petition and presented at the hearing. The hearing officer's determination shall be considered a final order, which may, within five (5) days of its issuance, be appealed to the Town Council.

(4) Appeal to Town Council. An appeal to the Town Council shall be in writing, filed with the Town Clerk and allege with particularity the errors and omissions contained in the final order. The appellant shall, at that time of making such appeal, pay to the Town Treasurer a docket fee in the amount of fifty dollars (\$50.00). Written notice of the hearing shall be given to all parties concerned at least five (5) days prior to the hearing. The appellant shall have the burden of proof on appeal. Within thirty (30) days of the hearing, the Town Council shall make its final determination and affirm, modify or reverse the final order.

(5) Service. Service by certified mail, return receipt requested, shall be conclusive evidence of service for the purpose of this Article.

(6) Limitation. Notwithstanding the right to appeal, the Superintendent may take any action deemed necessary during the pendency of the appeal to allow the Town to remain in compliance with the Town's NPDES Permit, to prevent or mitigate damage to the POTW and to protect the health, safety, or welfare of the public, including, but not limited to, discontinuing wastewater treatment services or physically severing of the sewer connection.

**Sec. 13-20. Judicial Enforcement.**

(a) Injunctive Relief. When the Superintendent finds that a person has violated, or continues to violate, any provision of this Article, the Town's NPDES Permit or any other order under this Article, the Town Manager may petition the District Court of Weld or Larimer County for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of an administrative order issued hereunder or any other requirement imposed by this Article, by the Town's NPDES Permit or by law. The Town Manager may also seek such other action as is appropriate, including pursuing legal recourse to require the person in violation to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against such person.

(b) Action at Law. When the Superintendent finds that a person has violated, or continues to violate, any provision of this Article, the Town's NPDES Permit or any other order under this Article, the Town Manager may commence an action at law in the District Court of Weld or Larimer County. An action at law shall not be a bar against, or a prerequisite for, taking any other action against such person.

(c) Municipal Court. Without limitation to other potential remedies, when the Superintendent finds that a person has violated, or continues to violate, any provision of this Article, the Town's NPDES Permit or any other order under this Article, the Town Manager may direct that the person be served a summons and issued a citation into the Johnstown Municipal Court and be subject to the penalties set forth in Section 1-62 of the Johnstown Municipal Code.

**Section 2. Repeal.** Section 13-28 of Article II, Chapter 13 of the Johnstown Municipal Code is hereby repealed.

**Section 3. Publication and Effective Date.** This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk.

**INTRODUCED, AND APPROVED** on first reading by the Town Council of the Town of Johnstown, Colorado, this \_\_\_ day of \_\_\_\_\_, 2016.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

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

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

**PASSED UPON FINAL APPROVAL AND ADOPTED** on second reading by the Town Council of the Town of Johnstown, Colorado, this \_\_\_ day of \_\_\_\_\_, 2016.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

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

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



**AGENDA ITEM 9E**

**OFFICE**

**LEASE**

**(Police Substation)**

**(Liberty Firearms Institute, LLC)**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** December 19, 2016

**ITEM NUMBER:** 9E

**SUBJECT:** Consider Office Lease between the Town of Johnstown and Liberty Firearms Institute, LLC Regarding Police Substation

**ACTION PROPOSED:** Approve Office Lease between the Town of Johnstown and Liberty Firearms Institute, LLC Regarding Police Substation

**PRESENTED BY:** Town Attorney and Chief of Police

**AGENDA ITEM DESCRIPTION:** The 2534 Development is experiencing significant commercial growth, with over 500,000 square feet of new and anticipated retail uses. Given the growth, the Johnstown Police Department desires to operate a police substation in the 2534 Development. Liberty Firearms Institute, LLC ("Liberty Firearms") operates a gun range in the 2534 Development, located at 4990 Ronald Reagan Blvd, Johnstown, CO 80534. Liberty Firearms has vacant space available in its commercial building and has offered to lease 1,405 square feet to the Johnstown Police Department for the operation of a police substation. Town Council previously approved an agreement whereby Liberty Firearms engaged a contractor to construct the tenant improvements for the police substation, and the Town agreed to re-pay the costs. The police substation is nearly ready for occupancy.

To allow for the Johnstown Police Department's occupancy of the substation, Liberty Firearms and the Town may execute the Office Lease. The Office Lease provides that the Town will pay \$12.98 per square foot for the rental of the property, which includes the rental payment and the Town's pro rata share of the maintenance, tax and insurance costs. Under the lease, the Town agrees to pay Liberty Firearms \$1,519.75 per month. The lease term commences on January 1, 2017 and ends on December 31, 2021. At the end of the initial term, the Town has the option to renew the Office Lease for an additional five year term upon the same payment terms.

**LEGAL ADVICE:** The Office Lease between the Town of Johnstown and Liberty Firearms Institute, LLC Regarding Police Substation was drafted by the Town Attorney.

**FINANCIAL ADVICE:** N/A

**RECOMMENDED ACTION:** Approve Office Lease between the Town of Johnstown and Liberty Firearms Institute, LLC Regarding Police Substation

**SUGGESTED MOTION:**

**For Approval:** I move to approve the Office Lease between the Town of Johnstown and Liberty Firearms Institute, LLC Regarding Police Substation and authorize the Mayor to sign it.

**For Denial:** I move to deny approval of the Office Lease between the Town of Johnstown and Liberty Firearms Institute, LLC Regarding Police Substation.

**Reviewed:**

  
Town Manager

**LEASE**

**THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES. THE PARTIES SHOULD  
CONSULT LEGAL COUNSEL BEFORE SIGNING.**

**OFFICE LEASE  
(NNN)**

This Office Lease (the "Lease") is made on December \_\_, 2016 (date) and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below); all costs, charges, and expenses which Tenant assumes, agrees or is obligated to pay to Landlord pursuant to the Lease (the "Additional Rent"); and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises (as defined below), subject to the terms and provisions set forth in the Lease.

**PARTIES, PREMISES, AND DEFINED TERMS**

1. **Landlord:** Liberty Firearms Institute, LLC, a(n) Coloado Limited Liability Company [*Individual, Company or Type of Entity*], (the "Landlord").
2. **Tenant:** Town of Johnstown Police Department, by and through the Town of Johnstown, a(n) a Home Rule Municipal Corporation of the State of Colorado [*Individual, Company, or Type of Entity*], (the "Tenant").
3. **Premises:** Landlord is the owner of certain real estate legally described as existing in the County of Larimer [*insert county*], Colorado (the "Real Estate"). The Real Estate is improved with a commercial building [*insert description of building or buildings*] (the "Improvements") (the Real Estate and the Improvements are collectively referred to as the "Property"). Landlord hereby leases and demises to Tenant the following described portion of the Property:  
Address 4990 Ronald Reagan Boulevard, Johnstown, Colorado 80534, Suite N/A, consisting of 1,405 square feet (the "Premises").
4. **Term:** Landlord Leases the Premises to Tenant from twelve o'clock noon on the 1st day of January, 2017, and until 11:59 p.m. on the 31st day of December, 2021 (the "Term"). Subject to Tenant's performance of all obligations under the Lease, including, without limitation, payment of Rent and Additional Rent, Tenant shall enjoy quiet possession of the Premises.
5. **Rent:** Rental for the first year of the Term is sixteen thousand eight hundred and sixty and 00/100 Dollars (\$16,860.00) payable in equal installments of one thousand four hundred five and 00/100 Dollars (\$1,405.00) in advance to Landlord on the first day of each calendar month for that month's rental before twelve o'clock noon, without notice (the "Rent"). Unless otherwise provided in the Lease, all payments due under the Lease, including Additional Rent, shall be mailed or delivered to Landlord at the following address: 4990 Ronald Reagan Boulevard, Johnstown, Colorado 80534. If the Term does not begin on the first day of the month, the Rent shall be prorated accordingly. Rent for subsequent years of the Term  shall  shall not be increased. In the event Rent is subject to increase, it shall be increased on the following basis:
6. **Option:** Tenant  shall  shall not have the option to extend the Term, pursuant to the terms and conditions contained herein, for an additional five (5) year period (the "Option"). In the event Tenant desires to exercise the Option, Tenant shall, at least sixty (60) days before expiration of the Term, provide Landlord with written notice of its intent to exercise the Option. Rent shall be adjusted and payable as follows: no adjustment. The option shall only be exercisable provided that no Tenant Defaults currently exist and that no Tenant Defaults have occurred over the Term of the Lease which have not been cured by Tenant as provided by the Lease.
7. **Security Deposit:** Prior to occupying the Premises, Tenant shall keep on deposit with Landlord a security, cleaning, and damage deposit in the amount of zero and 0/100 Dollars (\$0.00) as security for the return of the Premises at the expiration of the Term in as good condition as when Tenant entered the Premises, normal wear and tear excepted,

as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of the Lease (the "Security Deposit").

**8. Use:** The Premises shall be used for office purposes provided this use conforms with applicable zoning regulations. Tenant shall not, without the prior written consent of Landlord, permit the Premises to be used for any other purpose.

**9. Utilities/Additional Rent:** Tenant shall pay all of the utilities for the Premises indicated in this Paragraph 9 as Additional Rent and shall pay Tenant's Pro Rata Share of all other items in this Paragraph 9 as Additional Rent. Tenant's pro rata share of costs for purposes of the Lease shall be See Addendum% ("Tenant's Pro Rata Share"). Tenant's Pro Rata Share is determined as a proportion of the whole of the improvements upon the Property, the denominator of which is the number of the square feet available to rent as determined by the Landlord and excluding common areas, and the numerator of which shall be the same square footage as the Premises.

**a. Utilities:** Tenant shall be responsible for paying the following utilities on the Premises:

Electric  Gas  Water  Sewer  Phone  Cable/Satellite T.V.  Internet Access  Refuse Disposal  
 Other N/A. If the Premises does not share meter facilities for utilities and if the utility or utilities are not provided as part of the CAM Costs (as defined below), tenant shall contract directly with all utility providers and all utility payments shall be directed to the respective utility providers. If the Premises shares meter facilities for utilities, the charges shall be allocated to each tenant by Landlord based upon a reasonable basis and shall be payable to the Landlord as Additional Rent. The  Landlord  Tenant agrees to provide janitorial and cleaning services for the Premises. In the event Tenant is responsible for janitorial and cleaning services Tenant shall be solely responsible for contracting and payment for such services. In the event Landlord is responsible for janitorial and cleaning services, Landlord shall be solely responsible for contracting for such services and the cost for such services  shall be included in the Rent  shall be billed as Additional Rent.

**b. CAM Costs:** Tenant shall be responsible for paying Tenant's Pro Rata Share of the annual common area operation and maintenance costs of the Property ("CAM Costs"). CAM Costs are all expenditures made by Landlord to operate and maintain the Property, including, but not limited to, utilities (electric, gas, water, and sewer), repairs, replacement costs (due to ordinary and extraordinary wear and tear or catastrophe), trash and snow/ice removal (including removal from parking areas, abutting roadways, and walkways), landscaping and lawn maintenance, painting, sign installation and maintenance, repair and replacement of utility systems, depreciation of machinery and equipment used in such repair and replacement, and cost of all personnel to implement such services. The foregoing list of items is provided for illustrative purposes only and shall not be deemed a full, complete, or exhaustive list of all possible CAM Costs.

**c. Tax Costs:** Tenant shall be responsible for paying Tenant's Pro Rata Share of annual taxes, assessments, and governmental charges relative to the Property ("Tax Costs"). The Tax Costs shall include, but not be limited to, all federal, state, county, municipal, or other governmental or quasi-governmental taxes or assessments levied upon, charged against, or assessed in connection with the use of the Property. Tax Costs shall not include state or federal income taxes owed by Landlord.

**d. Landlord's Insurance Costs:** The Landlord shall procure and maintain such fire and casualty, loss of rents, and liability insurance on the Property as it deems proper and appropriate ("Insurance Costs"). Tenant shall be responsible for paying Tenant's Pro Rata Share of Insurance Costs. Such insurance shall not be required to cover any of the Tenant's property and the Tenant shall have no interest in any of the proceeds of such insurance.

**10. Payment of Additional Rent:** All Additional Rent shall be paid by Tenant to Landlord in equal monthly installments concurrent with the Rent. Payments of Additional Rent shall be calculated as follows: on or before the commencement date of this Term, Landlord shall give Tenant a statement of the estimated annual CAM Costs, Tax Costs, and Insurance Costs for the Property ("Estimate of Costs"). Tenant shall pay Additional Rent to Landlord based upon the Estimate of Costs divided by 12. The Estimate of Costs shall be the basis of such Additional Rent calculated until Tenant is notified by Landlord of a change thereof. Within ninety (90) days of the end of each calendar year, Landlord shall compute actual CAM Costs, Tax Costs, and Insurance Costs for the preceding year (the "Actual Costs"). Landlord shall provide Tenant with a statement of Actual Costs. In the event that Tenant's payment of Additional Rent for said calendar year totals less than the Tenant's pro-rata share of the Actual Costs, Tenant shall be obligated to pay Landlord, within ten (10) days of receipt of statement, the difference between Tenant's pro-rata share of Actual Costs and the Additional Rent actually paid for said calendar year. In the event Tenant's Additional Rent actually paid for said calendar year exceeds Tenant's pro-rata share of Actual Costs, such excess shall be credited to Tenant's account. The Actual Costs of the prior calendar year shall be used for the purpose of calculating the Estimate of Costs for the then current year.

11. **Late Payments:** If any Rent, Additional Rent or other payment is received later than fifteen (15) days after the date when due, the parties agree that Additional Rent in the amount of one percent (1%) of the outstanding sums shall also be due and payable. The addition of such amount and the collection thereof shall not operate to waive any other rights of Landlord for nonpayment of Rent or for any other reason.

12. **Repairs and Maintenance of the Premises:** The Landlord shall maintain the foundation, exterior walls, plate glass and other windows, window frames, doors, and roof of the Improvements in good repair. The  Landlord  Tenant agrees to keep all the other improvements upon the Premises repaired and maintained in good order as described in the Lease. The Landlord shall properly irrigate and care for all trees, shrubbery, and lawn and the Landlord shall keep all driveways, sidewalks, and parking areas on the Premises free and clear of ice and snow.

13. **Parking:** For the Term, Landlord grants to Tenant and its employees and invitees, at no additional charge, a Parking License. The Parking License is a non-exclusive license for the use of multiple [as needed] parking spaces upon the Property (the "**Parking License**"). The Parking License shall be effective for the term of the Lease as defined below. Landlord and Tenant  shall  shall not designate specific spaces for the Parking License prior to commencement of the Term.

### PREMISES

14. **Common Areas:** The common areas are all areas outside of the Premises upon the Property designated by Landlord for common use of Tenant, its employees, licensees, invitees, contractors, and Landlord (the "**Common Areas**"). Landlord grants to Tenant, its employees, licensees, invitees and contractors a non-exclusive license over such Common Areas of the Property necessary to the use and occupancy of Premises and Parking License (the "**Common Area License**"). Said License shall be effective for the Term of the Lease. Tenant shall not use Common Areas for any type of storage or parking of trucks, trailers, or other vehicles without the advance written consent of Landlord. All parking and Common Areas of Property shall at all times be subject to the management of Landlord, and are not part of the Premises. All use of the Common Areas shall be at the sole risk of Tenant, and Landlord is not liable for any damages or injuries occasioned by such use. Landlord shall have the right, power, and authority to compile, promulgate, change, and modify all rules and regulations that it may, in its sole discretion, deem necessary for use of the Common Areas. Tenant agrees to abide by and conform with all rules and regulations pertaining to such Common Areas. Landlord shall have the right to construct, maintain, and operate lighting facilities; to police and from time to time change the area, location, and arrangement of the Common Areas and facilities; to restrict employee parking to certain areas; to temporarily close all or any portion of the Common Areas; to discourage non-customer parking; and to do and perform any and all such other acts in and to said Common Areas and facilities as the Landlord shall determine in its sole and absolute discretion.

15. **Condition of Premises and Representations:** Tenant is familiar with the physical condition of the Premises and the Property. Except as may otherwise be provided in the Lease, Landlord makes no representations or warranties as to the physical condition of the Premises or the Property or their suitability for Tenant's intended use. In the event that Landlord agrees to provide any, renovations, build-out or any other labor and materials for the improvement of the Premises or any allowance for improvements to be effected by Tenant, such work or allowance shall be specified and agreed to between the parties in a separate document appended to this Lease and which shall constitute a part of this Lease ("**Work Letter**"). Other than the work, if any, to be performed pursuant to Tenant's Work Letter, the Premises are rented "as is," in current condition, and all warranties are hereby expressly disclaimed. Landlord makes no representations or warranties as to the suitability of the Premises for Tenant's intended use. Landlord further makes no representations or warranties as to whether Tenant's intended use will necessitate changes or alterations to the Premises in order to comport with local, state or federal laws and regulations. Such laws and regulations include, but are not limited to: health code regulations, access regulations (including, but not limited to, the Americans with Disabilities Act), and zoning regulations. Tenant understands and agrees that in the event actions, alterations or improvements are required in order to bring the Premises into compliance with any local, state or federal laws and regulations because of Tenant's intended use, Tenant shall be solely responsible for any and all associated costs and expenses relative thereto. Tenant further indemnifies and agrees to hold Landlord harmless from any and all claims and liabilities that may arise by virtue of Tenant's use of the Premises in violation of any local, state or federal laws and regulations.

16. **Check-In Inspection:** Landlord and Tenant may conduct an inspection of the Premises at the time of possession. A check-in inspection sheet may be completed at that time and the information contained therein shall be sufficient and satisfactory proof of the condition of the Premises at the time of possession, should a subsequent dispute arise at a later date as to the condition of the Premises at the time of move-in.

17. **Use of Premises:** Tenant, in consideration of the leasing of the Premises, agrees as follows:

**a. Use of Premises:** To use and occupy the Premises solely as and for the use specified in Paragraph 8 of the Lease. Landlord's consent to the aforementioned use is not an assurance or warranty that the Premises' attributes are sufficient for Tenant's use. Tenant represents and warrants that it has conducted sufficient due diligence to assure itself that the Premises are suitable for its use, and that such use is permitted by applicable law. Landlord expressly reserves its right to lease space within the Property as it sees fit, unless explicitly prohibited by other provisions in the Lease. Landlord's demise of the Premises to Tenant does not preclude Landlord from leasing other parts of the Property to other tenants who may be viewed objectively or subjectively as competing with Tenant.

**b. Signage:** Tenant shall be permitted to erect a sign or signs upon the Premises, provided all signage is in compliance with size and other requirements of Landlord and as may be set forth by applicable ordinances and regulations including, but not limited to, sign and design ordinances. All signage shall conform to aesthetic and design criteria, themes, and standards of the Property and the Improvements. Additionally, Landlord may provide signage space on a common or community sign located on the Property.

**c. Vacancy:** It will be deemed a Default of the Lease if the Premises are left vacant and unoccupied for over thirty (30) days. In addition to other remedies contained in the Lease, the Landlord may, without being obligated to do so, and without terminating the Lease, retake possession of the Premises and relet or attempt to relet them for such rent and upon such conditions as the Landlord deems best, making such changes and repairs as may be required, giving credit for the amount of rent so received, less all expenses of such changes and repairs. Tenant shall be liable for the balance of the Rent and Additional Rent herein reserved until the expiration of the Term.

**d. Legal Compliance:** Tenant and its licensees and invitees shall comply with and abide by all federal, state, county, and municipal laws and ordinances in connection with the occupancy and use of the Premises. Tenant and its licensees and invitees may not possess or consume alcoholic beverages on the Premises unless they are of legal age. No alcoholic beverages shall be sold upon the Premises unless proper licenses have been obtained. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person occupying or present upon the Premises) shall be permitted upon the Premises. Tenant hereby covenants and agrees to use its reasonable efforts to prevent and preclude its employees, guests, invitees, etc. from the aforementioned illegal conduct. Tenant and its licensees and invitees shall not use the Premises in any way that may result in an increase of the rate or cost to the Landlord to insure the Property. No hazardous or dangerous activities are permitted upon the Premises.

**e. Additional Prohibitions:** Neither Tenant nor its subtenants, licensees, volunteers, employees, guests or invitees shall act in any manner that would interfere with, or be a nuisance to, other subtenants, occupants or invitees of the Premises or adjacent property owners or adjacent tenants or that would interfere with those other parties' quiet enjoyment of their premises. Said prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. Tenant shall not permit any portion of the Premises to be used in a manner that may endanger the person or property of Landlord, co-tenants or any person living on or near the Premises. Tenant shall keep all portions of the Premises in a clean, safe, sanitary, and habitable condition.

**f. Pets and Animals:** Pets or animals  shall  shall not be permitted upon the Premises. Service animals shall be permitted upon the Premises as may be required by applicable law.

**g. Storage/Trash:** Tenant shall store all personal property entirely within the Premises. Tenant shall store all trash and refuse in adequate containers within the Premises, which Tenant shall maintain in a neat and clean condition or within designated Common Areas so as not to be visible to members of the public in or about the Property, and so as not to create any health or fire hazard.

**h. Hazardous Material Prohibited:** Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Tenant is responsible to Landlord for resulting damage, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

**i. Quiet Enjoyment:** Landlord agrees that upon Tenant paying the Rent and performing Tenant's obligations under the Lease, Tenant shall peacefully and quietly have, hold, and enjoy the Premises throughout the Term or until the Lease is terminated pursuant to its terms. Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises. In the event of any transfer or transfers of Landlord's interest in the Premises or in the Property, other than a transfer for security purposes only, the Landlord shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

**j. Rules and Regulations:** Landlord shall provide Tenant with a copy of all rules and regulations affecting the Premises, and Tenant shall abide by all such rules and regulations.

**18. Subletting or Assignment:** Tenant shall not sublet the Premises or any part thereof, nor assign the Lease or any interest therein, without the prior written consent of Landlord. Such consent shall be at the sole discretion of Landlord. As a condition of assignment or sublease, Landlord may require the continued liability of Tenant or a separate personal guaranty by Tenant or its principal. If Tenant is a corporation, limited liability company, or other entity that is not a natural person, any change in ownership of more than thirty percent (30.0%) (over any period) of the ownership interest shall be deemed an assignment of the Lease. In the event an assignment or sublease is permitted, all payments from assignee or sublessee shall be made directly by said party to Landlord, and not through Tenant.

**19. Surrender of Premises:** Tenant will return the Premises to Landlord at the expiration of the Term in as good order and repair as when Tenant took possession, loss by casualty and normal wear and tear excepted. Any deterioration or damage caused by accident, abuse, carelessness or negligence shall not be considered normal wear and tear. In the event that Tenant fails to redeliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement, and cleaning. The cost of any work necessitated shall be deducted from the Security Deposit; if the Security Deposit is insufficient to cover work performed, Tenant shall be obliged to pay the additional balance.

**20. Removal of Fixtures/Redelivery:** Tenant shall remove, at the termination of the Lease, provided Tenant is not in Default, Tenant's moveable trade fixtures, and other items of personal property, that are not permanently affixed to the Premises. Tenant shall remove the alterations and additions and signs made by Tenant as Landlord may request and repair any damage caused by such removal. Tenant shall peaceably yield up the Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove); and all fixtures, furnishings, floor coverings, and equipment that are permanently affixed to the Premises which shall thereupon become the property of the Landlord. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord.

### PAYMENTS

**21. Payments/Dishonored Checks:** Payments shall be deemed received when actually delivered to, and received by, Landlord at the payment location. Dishonored checks and any checks received late in the mail will be treated as late payments. Additional bank and handling charges may also be assessed in the event of a dishonored check. The foregoing items shall be deemed Additional Rent. Landlord may require Tenant to replace such dishonored check with a money order, cashier's check, or other good funds. Landlord may further require that all subsequent payments after a dishonored check be paid with a money order, cashier's check, or other good funds.

**22. Partial Payment:** If any partial payment is made by Tenant, it shall be allocated first to the payment of Additional Rent, including, without limitation, utilities (if applicable) and other expenses; and second to unpaid Rent. Acceptance by Landlord of any partial payment shall not waive the right of Landlord to require immediate payment of the unpaid balance of Rent or waive or affect Landlord's rights to institute legal proceedings including, without limitation, an eviction action.

**23. No Offset:** No assent, express or implied, to any Default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

**24. Joint and Several Obligations of Tenant:** In the event more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in the Lease. This means that all persons comprising Tenant are each, together and separately, responsible for all of Tenant's obligations. Landlord may, at its option, determine whom to hold responsible.

### SECURITY DEPOSIT

**25. Security Deposit:**

**a. Security Deposit:** To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in the Lease to be observed and performed, Tenant shall deposit with Landlord the Security Deposit prior to commencement of the Lease. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise.

**b. Application of Security Deposit:** The parties agree: (1) that the Security Deposit or any portion thereof, may be applied to the curing of any Default that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied, which shall be added to the Security Deposit so it will be restored to its original amount; (2) that should the Premises be conveyed by Landlord, the Security Deposit or any portion thereof may be turned over to Landlord's grantee, and if the Security Deposit is turned over, Tenant agrees to look to such grantee for such application or return; (3) that Landlord shall not be obligated to hold the Security Deposit as a separate fund; (4) that should the Rent be increased, the Security Deposit shall be increased in the same proportion within thirty (30) days of such Rent increase; and (5) that should a Default occur, Landlord may, as an additional remedy, increase the Security Deposit at its sole discretion.

**c. Return of Security Deposit:** If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

### REPAIRS AND MAINTENANCE

**26. Improvements, Repairs and Maintenance:** Subject to the limitations set forth in Paragraphs 27 and 28 below, either Landlord or Tenant, as specified in Paragraph 12 above, shall be responsible for the cost and condition of the respective improvements, repairs, and maintenance relating to all structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, appliances, and glass used in connection with the Premises.

**27. Landlord's Limited Responsibility:** In the event Paragraph 12 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Landlord shall be responsible for: (i) any repairs, replacements, restorations, or maintenance that have been necessitated by reason of ordinary wear and tear, and (ii) any repairs, replacements, restorations, or maintenance that have been necessitated by sudden natural forces, or acts of God, or by fire not caused by Tenant. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse of Tenant, its agents, employees, customers, licensees, invitees, or contractors shall be paid by Tenant to Landlord promptly upon billing. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Base and Additional Rent or damages, or be deemed an eviction of Tenant in whole or in part.

**28. Tenant's Allowed Responsibilities:** In the event Paragraph 12 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Tenant shall not perform or contract with third parties to perform any repairs of any kind upon the Premises or structure upon which the Premises are located. In the event any repair that is the responsibility of Landlord becomes necessary, Tenant shall notify Landlord as soon as possible, and allow reasonable time for the work to be completed. Any unauthorized work performed or contracted for by Tenant will be at the sole expense of Tenant.

**29. Tenant's Duty to Repair:** In the event Paragraph 12 of the Lease provides for Tenant's responsibility for certain repair and maintenance, Tenant shall, at Tenant's sole cost and expense, maintain the Premises, including, but not limited to, the plumbing, electric wiring, HVAC equipment, fixtures, appliances, and interior walls, doorways, and appurtenances belonging thereto installed for the use or used in connection with the Premises. Tenant shall, at Tenant's own expense, make as and when needed all repairs to the Premises and to all such equipment, fixtures, appliances, and appurtenances necessary to keep the same in good order and condition. Tenant repairs shall include all replacements, renewals, alterations and betterments (the "**Tenant Repairs**"). All Tenant Repairs shall be equal or better in quality and class to the original work. In the event Tenant fails to complete Tenant Repairs, Landlord may obtain them and bill Tenant for such work as Additional Rent.

**30. Tenant Improvements:** Unless otherwise provided in the Work Letter, Tenant shall be solely responsible for any and all improvements and alterations within the Premises necessary for Tenant's intended use of the Premises, including, but not limited to, electrical wiring, HVAC, plumbing, framing, drywall, flooring, finish work, telephone systems, wiring, and fixtures necessary to finish the Premises to a condition suitable for Tenant's use (the "**Tenant Work**").

**31. Improvements/Prior Landlord Consent:** Tenant agrees to submit to Landlord complete plans and specifications, including engineering, mechanical, and electrical work covering any and all contemplated Tenant Work, if applicable, and any subsequent improvements or alterations of the Premises. The plans and specifications shall be in such detail as Landlord may require, and in compliance with all applicable statutes, ordinances, regulations, and codes. As soon as reasonably feasible thereafter, Landlord shall notify Tenant of any failures of Tenant's plans to meet with Landlord's approval. Tenant shall cause Tenant's plans to be revised to the extent necessary to obtain Landlord's approval. Tenant shall not commence any Tenant Work, or any other improvements, or alterations of Premises until Landlord has approved Tenant's plans.

**32. Tenant Work and Repairs/Compliance with Codes/Mechanic's Liens:** Tenant shall procure all necessary permits before undertaking Tenant Work or Tenant Repairs. Tenant shall perform all Tenant Work or Tenant Repairs in a good and workmanlike manner. Tenant shall use materials of good quality and perform Tenant Work or Tenant Repairs only with contractors previously approved of in writing by Landlord. Tenant shall comply with all laws, ordinances, and regulations, including, but not limited to, building, health, fire, and safety codes. Tenant hereby agrees to hold Landlord and Landlord's agents harmless and indemnified from all injury, loss, claims, or damage to any person or property (including the cost for defending against the foregoing) occasioned by, or growing out of Tenant Work or Tenant Repairs. Tenant shall promptly pay when due the entire cost of any Tenant Work or Tenant Repairs on the Premises undertaken by Tenant, so that the Premises shall at all times be free of liens for labor and materials. Tenant hereby agrees to indemnify, defend, and hold Landlord harmless of and from all liability, loss, damages, costs, or expenses, including reasonable attorneys' fees, incurred in connection with any claims of any nature whatsoever for work performed for, or materials, or supplies furnished to Tenant, including lien claims of laborers, materialmen, or others. Should any such liens be filed or recorded against the Premises or the Improvements with respect to work done for, or materials supplied to, or on behalf of Tenant, or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be released of record within five (5) days after notice thereof. If Tenant desires to contest any such claim of lien, Tenant shall nonetheless cause such lien to be released of record by the posting of adequate security with a court of competent jurisdiction as may be provided by Colorado's mechanic's lien statutes. If Tenant shall be in default in paying any charge for which such mechanic's lien or suit to foreclose such lien has been recorded or filed and shall not have caused the lien to be released as aforesaid, Landlord may (but without being required to do so) pay such lien or claim and any associated costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due from Tenant to Landlord as Additional Rent.

**33. Common Area Maintenance:** Landlord shall use reasonable efforts to maintain and repair Common Areas of Property, including walks and parking lots. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse by Tenant, its employees, licensees, invitees, or contractors shall be paid by Tenant to Landlord. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part.

**34. Keys/Locks:** Tenant shall not place any additional locks upon the Premises, including, but not limited to, exterior and interior doors. Tenant shall not cause any of the locks or cylinders therein to be changed or re-keyed.

**35. Waste/Rubbish Removal:** Tenant shall not lay waste to the Premises. Tenant shall not perform any action or practice that may injure the Premises or Property. Tenant shall keep the Premises and the Property surrounding the Premises free and clear of all debris, garbage, and rubbish. Unless otherwise provided for in the Lease, Tenant shall be responsible for contracting for and paying for trash and debris removal required by Tenant's use of the Premises.

#### **DEFAULT, NOTICE AND REMEDIES**

**36. Default:** If Tenant is in arrears in the payment of any installment of Rent, any Additional Rent, or any portion thereof, or is in violation of any other covenants or agreements set forth in the Lease (a "Default") and the Default remains uncorrected for a period of three (3) days after Landlord has given written notice thereof pursuant to applicable law, then Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (a) declare the Term of the Lease ended; (b) terminate Tenant's right to possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (c) recover all present and future damages, costs, and other relief to which Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and (f) pursue any and all available remedies in law or equity. In the event possession is terminated by reason of a Default prior to expiration of the Term, Tenant shall remain responsible for the Rent and Additional Rent, subject to Landlord's duty to mitigate such damages. Pursuant to §§ 13-40-104(d.5) and

(e.5), and 13-40-107.5, C.R.S., hereby incorporated by reference, in the event repeated or substantial Defaults(s) under the Lease occur, Landlord may terminate Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all of the remedies listed above.

**37. Abandonment:** In the event of an abandonment of the Premises, Landlord may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the remedies contained in Paragraph 38 below.

**38. Re-Entry:** In the event of re-entry by Landlord as a result of abandonment or a Default by Tenant:

a. Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs, and reasonable attorneys' fees;

b. Tenant's personal property and the personal property of any guest, invitee, licensee, or occupant may be removed from the Premises and left on the street or alley, or, at Landlord's option, it may be removed and stored, or disposed of at Landlord's sole discretion. Landlord shall not be deemed a bailee of the property removed and Landlord shall not be held liable for the property. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third party and for any legal expense, cost, fine, or judgment awarded to a third-party as a result of Landlord's action under the term of the Lease;

c. Landlord may attempt to relet the Premises for such rent and under such terms as Landlord believes appropriate;

d. Landlord may enter the Premises, clean and make repairs, and charge Tenant accordingly;

e. Any money received by Landlord from Tenant shall be applied first to Rent, Additional Rent, and other payments due; and

f. Tenant shall surrender all keys and peacefully surrender and deliver up possession of the Premises.

### **INSURANCE AND INDEMNIFICATION**

**39. Negligent Damages:** Tenant shall be responsible for and reimburse Landlord for any and all damages to the Premises or Property and persons and property therein caused by the negligent, grossly negligent, reckless, or intentional acts of itself, its employees, agents, invitees, licensees, or contractors.

**40. Liability Indemnification/Insurance:** Tenant shall hold Landlord, Landlord's agents, and their respective successors and assigns, harmless and indemnified from all injury, loss, claims, or damage to any person or property while on the Premises, or any other part of the Property, or arising in any way out of Tenant's business, which is occasioned by a negligent, intentional, or reckless act, or omission of Tenant, its employees, agents, invitees, licensees, or contractors. Tenant shall maintain public liability insurance insuring Landlord and Landlord's agents, as their interest may appear, against all claims, demands, or actions for injury to or death in an amount of not less than one million dollars (\$1,000,000) arising out of any one occurrence, made by, or on behalf of any person, firm, or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business, including, but not limited to, events on the Premises and anywhere upon the Property. Tenant shall also obtain coverage in the amount of one million dollars (\$1,000,000) per occurrence covering Tenant's contractual liability under the aforesaid indemnification clauses.

**41. Fire/Casualty Insurance:** Tenant shall maintain plate glass insurance covering all exterior plate glass in the Premises, fire, extended coverage, vandalism, and malicious mischief insurance and such other insurance as Tenant may deem prudent, covering all of Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings, and equipment in the Premises.

**42. Insurance Requirements:** All of Tenant's insurance related to the Premises and the Property shall be in the form and from responsible and well-rated companies satisfactory to Landlord, shall name Landlord as an additional insured thereunder, and shall provide that the insurance will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for such insurance shall be provided to Landlord prior to commencement of Term and upon request of Landlord.

**43. Waiver of Liability:** Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the Property of which they shall be a part, including, but not limited to, claims for damage resulting from: (1) any equipment or appurtenances becoming out of repair; (2) Landlord's failure to keep the Property or the Premises in repair; (3) injury done or occasioned by wind, water, or other act of God; (4) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water and steam pipes, stairs, porches, railings, or walks; (5) broken glass; (6) the backing-up of any sewer pipe, or downspout; (7) the bursting, leaking, or running of any tank, tub, sink, sprinkler

system, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about the Property or Premises; (8) the escape of steam, or hot water; (9) water, snow, or ice being upon, or coming through the roof, skylight, doors, stairs, walks, or any other place upon, or near such Property, or the Premises, or otherwise; (10) the falling of any fixtures, plaster, or stucco; (11) fire or other casualty; and (12) any act, omission, or negligence of co-Tenants, or of other persons or occupants of the Property, or of adjoining or contiguous buildings, or of adjacent or contiguous property.

**44. Third-Party Liability:** Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Improvements, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Improvements.

**45. Landlord Insurance:** Insurance shall be procured by Landlord in accordance with its sole discretion. All awards and payments thereunder shall be the property of the Landlord, and Tenant shall have no interest in the same. Notwithstanding the foregoing, Landlord agrees to obtain building liability and hazard insurance required to be carried for the Property and Premises and adequate hazard insurance, which covers replacement cost of the Property and Premises.

**46. Indemnification Fees and Costs:** In case any claim, demand, action, or proceeding is made or brought against Landlord, its agents, or employees, by reason of any obligation on Tenant's part to be performed under the terms of the Lease or arising from any act of negligence of Tenant or its agents or employees, or which gives rise to Tenant's obligation to indemnify Landlord, Tenant shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in defending or prosecution of the same, as applicable.

#### OTHER PROVISIONS

**47. Destruction or Condemnation of Premises:** Landlord's and Tenant's duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

**a. Partial Destruction of the Premises:** In case of partial destruction of the Premises by fire, or other casualty, Landlord at its discretion may repair the Premises with reasonable dispatch after notice of said partial destruction. Tenant shall remain responsible for payment of Rent. Subparagraph (d) of this Paragraph shall apply if Landlord determines that the partial destruction will not be repaired.

**b. Premises Untenable:** If the Premises are made totally untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild, or repair, then Subparagraph (d) of this Paragraph shall apply.

**c. Condemnation:** If the whole or part of the Premises are taken by any authority for any public or quasi-public use, or purpose, then Subparagraph (d) of this Paragraph shall apply. All damages and compensation awarded for any taking shall be the sole property of Landlord.

**d. Termination of Term:** Tenant agrees that if Landlord decides not to repair, or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph, the Term hereby granted by the Lease shall cease and the Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this Paragraph. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph, the Term of the Lease shall cease and terminate upon the date that possession of the Premises is taken by the authority. Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this subparagraph.

**48. Holdover:** Tenant shall vacate the Premises and remove all of Tenant's personal property from the Premises prior to 11:59 p.m. on the date the Term expires. Landlord may immediately commence eviction proceedings at its sole discretion. If, after the expiration of the Lease, Tenant shall remain in possession of the Premises and continue to pay Rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's Rent paid under the Lease, and subject to all the terms and conditions of the Lease.

**49. Entry by Landlord:** Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections, or re-letting to prospective new tenants), upon reasonable notice to Tenant. Landlord may also enter the Premises in the event of emergency, without notice, or in the event of vacancy of the Premises, as described in Paragraph 38.

**50. Guarantor:** In the event the Lease is guaranteed, the person(s) guaranteeing the Lease ("Guarantor") hereby absolutely guarantees Tenant's obligations and performance under the Lease. Guarantor further agrees to be bound by the same covenants and conditions of the Lease and hereby makes the same warranties and representations as Tenant hereunder. If Tenant defaults in the performance of its obligations under the Lease, Guarantor will perform said obligations.

**51. Subordination/Estoppel/Attornment:** The Lease shall be subordinate to all existing and future mortgages, deeds of trust, and other security interests on the Premises and to any and all extensions, renewals, refinancing, and modifications thereof. Tenant shall execute and deliver whatever instruments may be required for such purposes, or for the purpose of informing a potential or existing lender or purchaser of the Property as to the status of its tenancy. Any such instruments or estoppel letters shall contain all information reasonably required by Landlord or other entity in conjunction with such transaction. Tenant agrees to attorn to a lender or other party coming into title to the Property upon written request of Landlord.

**52. Notices:** All notices required to be sent under the Lease shall be in writing and either: (i) delivered as provided by applicable law, including, *inter alia*, § 13-40-101, C.R.S., *et seq.*, [Colorado Forcible Entry and Unlawful Detainer statute]; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. first class mail, postage prepaid. All notices required to be sent to Landlord shall be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant shall be sent or delivered to the Premises, unless otherwise specified in the Lease. Notwithstanding the foregoing, all notices involving or concerning § 13-40-101, C.R.S., *et seq.* shall be delivered as provided by statute.

**53. Attorneys' Fees:** In the event Tenant or Landlord fails to perform any of its obligations under the Lease, or in the event a dispute arises concerning the meaning or interpretation of any provision of the Lease, the defaulting party, or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

**54. Governing Law:** The Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the county where the Premises are located.

**55. Amendments and Termination:** Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

**56. Captions:** The paragraph titles or captions in the Lease are for convenience only and shall not be deemed to be part of the Lease.

**57. Pronouns; Joint and Several Use of Certain Terms:** Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the "Landlord" shall mean Landlord and/or its authorized agents, contractors, or employees as may be required by the specific context. All references to the "Tenant" shall mean each and every person comprising Tenant, or an individual person, or combination of persons comprising Tenant as may be required by the specific context.

**58. Waivers:** No right under the Lease may be waived except by written instrument executed by the party who is waiving such right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision, or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

**59. Heirs, Assigns, Successors:** The Lease is binding and inures to the benefit of the heirs, assigns, and successors in interest to the parties, subject to the restrictions on assignment in Paragraph 18.

**60. Time of the Essence:** Time is of the essence of the Lease, and each and all of its provisions.

**61. No Reservation of Option:** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and is not effective as a lease or otherwise until execution and delivery by both Lessor and Tenant.

**62. Credit Reports:** Tenant hereby grants Landlord permission to obtain from time to time investigative consumer reports to ascertain the credit worthiness of Tenant and Tenant's guarantors, if applicable.

**63. Corporate Authorization:** If Tenant is a corporation, each individual executing the Lease on behalf of the corporation represents and warrants that he is duly authorized to execute and deliver the Lease on behalf of said

corporation in accordance with a duly adopted resolution of the Board of Directors of the corporation and that the Lease is binding upon the corporation in accordance with its terms. Lessee agrees to provide Landlord with such a resolution within five (5) days of the execution of the Lease.

**64. Severability:** If any term, covenant, condition, or provision of the Lease, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term, or provision to persons, or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

**65. Lead-Based Paint Disclosure Rule:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. In the event the Premises were constructed before 1978, Landlord shall comply with the Lead-Based Paint Disclosure, 42 U.S.C. § 4852d.

**66. Other Applicable Laws:** Federal, state, county, or municipal laws and ordinances may affect the Premises, the Lease, and Landlord/Tenant relationship that are not specifically addressed in the Lease. Landlord and Tenant should consult legal counsel prior to execution of the Lease to ascertain such information.

**67. ADA Compliance:** Tenant shall not cause or permit any violation of the Americans with Disabilities Act (the "ADA") to occur on, or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction of use of rentable or usable space, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultation fees and expert fees) that arise during or after the Term as a result of such violation. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any remedial work required by any federal, state, or local governmental agency or political subdivision because of any ADA violation present on or about the Premises. Tenant shall be permitted to make such alterations to the Premises as may be necessary to comply with the ADA, at Tenant's sole expense and upon the prior written consent of Landlord. Without limiting the foregoing, if the presence of any ADA violation on the Premises caused or permitted by Tenant results in remedial work on the Premises, Tenant shall promptly take all actions at its sole expense as are required by any authority to comply with the ADA; provided that Landlord's consent to such actions shall first be obtained, which shall not be reasonably withheld.

**68. Additional Provisions:** In the event that there are any additional agreements between the parties or provisions with respect to the Premises, an Addendum may be attached to the Lease, which shall be incorporated by this reference as a part of the Lease. An Addendum containing additional provisions  is  is not attached. The Lease and the attached Addendum constitute the entire agreement between the parties.

**THE PARTIES SHOULD INITIAL EACH PAGE OF THE LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THE LEASE AND ANY ADDENDA.**

**TENANT:**

**LANDLORD:**

Johnstown Police Department, by and through the  
Town of Johnstown, a(n)

Liberty Firearms Institute, LLC, a(n)

Home Rule Municipal Corporation of the State of  
Colorado

Colorado Limited Liability Company

[Individual or Type of Entity]

[Individual or Type of Entity]

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Or

\_\_\_\_\_  
[Signature of individual]

Date: Attest: Diana Seele, Town Clerk

**GUARANTOR (if applicable):**

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

\_\_\_\_\_  
[print name]

Date: \_\_\_\_\_

Its: \_\_\_\_\_

Or

\_\_\_\_\_  
[Signature of individual]

Date: \_\_\_\_\_

## ADDENDUM A

This Addendum A is entered into by and between Liberty Firearms Institute, LLC, a Colorado Limited Liability Company ("Landlord"), and the Town of Johnstown Police Department, by and through the Town of Johnstown, a Home Rule Municipal Corporation of the State of Colorado ("Tenant"), supplements and becomes a part of the Office Lease dated December 19, 2016 by and between Landlord and Tenant ("Lease"). Addendum A is effective as of the date of the Office Lease.

1. **Modification of Lease Terms.** The following provisions of the Lease shall be modified as set forth herein:

a. **Paragraph 8. Use.** The first sentence of Paragraph 8 shall be deleted and replaced to provide: "The Premises shall be used for a police substation and for all uses inherent thereto."

b. **Paragraph 9. Utilities/Additional Rent.** The first three sentences of Paragraph 9 shall be deleted and replaced to provide: "Tenant shall contract with the utility providers directly and pay the utilities for the Premises marked in Subparagraph 9(a). Tenant shall pay Landlord for the CAM costs, tax costs and insurance costs described in Subparagraphs 9(b)-(d) as Additional Rent. Tenant's pro rata share of the CAM costs, tax costs and insurance costs, inclusive, shall be \$0.98 per square foot per year or \$114.75 per month ("Tenant's Pro Rata Share")."

c. **Paragraph 10. Payment of Additional Rent.** Paragraph 10 shall be deleted and replaced in full to read: "Tenant shall pay Landlord Additional Rent in the amount of \$114.75 per month concurrent with the Rent."

d. **Paragraph 15. Condition of Premises and Representations.** The last sentence of Paragraph 15 shall be deleted.

e. **Paragraph 17(b). Signage.** The following sentence shall be added to the end of Paragraph 17(b): "In addition, Tenant shall be permitted to place a Johnstown Police Department sign along the right of way adjacent to the private driveway and shall be permitted to place decals on the windows of the Premises."

f. **Paragraph 17(d). Legal Compliance.** The following sentence shall be added to the end of Paragraph 17(d): "Notwithstanding the foregoing, Landlord understands and agrees that illegal drugs or controlled substances may be present on the Premises in conformity with the use of the Premises as a police substation."

g. **Paragraph 32. Tenant Work and Repairs/Compliance with Codes/Mechanic's Liens.** Paragraph 32 shall be deleted and replaced in full to read: "Tenant shall procure all necessary permits before undertaking Tenant Work or Tenant Repairs. Tenant shall perform all Tenant Work or Tenant Repairs in a good and workmanlike manner. Tenant shall use materials of good quality. Tenant shall comply with all laws, ordinances and regulations, including but not limited to, building, health, fire, and safety codes."

h. Paragraph 34. Keys/Locks. Paragraph 34 shall be deleted and replaced in full to provide: "Tenant shall install and be responsible for all keys and locks upon the Premises."

i. Paragraph 40. Liability Indemnification/Insurance. Paragraph 40 shall be deleted and replaced in full to provide: "Tenant shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) arising out of any one occurrence, made by, or on behalf of any person, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business, including, but not limited to, events on the Premises and anywhere on the Property. Tenant shall also obtain coverage in the amount of one million dollars (\$1,000,000) per occurrence covering Tenant's contractual liability under the aforesaid indemnification clauses. Landlord shall be included as an additional insured on Tenant's commercial general liability insurance."

j. Paragraph 41. Fire/Casualty Insurance. Paragraph 41 shall be deleted and replaced in full to provide: "Tenant shall maintain property insurance covering Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings, and equipment in the Premises."

k. Paragraph 44. Third-Party Liability. The last sentence of Paragraph 44 shall be deleted.

l. Paragraph 46. Indemnification Fees and Costs. Paragraph 46 shall be deleted in its entirety.

m. Paragraph 53. Attorneys' Fees. Paragraph 53 shall only apply to Tenant to the extent permitted by law.

n. Paragraph 62. Credit Reports. Paragraph 62 shall be deleted in its entirety.

o. Paragraph 63. Corporate Authorization. The last sentence of Paragraph 63 shall be deleted.

p. Paragraph 67. ADA Compliance. Paragraph 67 shall be deleted and replaced in full to provide: "Tenant shall not cause or permit any violation of the Americans with Disabilities Act to occur on, or about the Premises by Tenant, its agents, employees, or contractors."

2. Addition to Lease Terms. The following provisions shall be added to the Lease terms:

a. Non-Appropriation of Funds. Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Tenant payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. As such, notwithstanding any of the provisions of the Lease, the financial obligations of the Tenant are contingent upon funds being appropriated, budgeted, and otherwise made available, and this Lease shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

b. Colorado Governmental Immunity Act. Landlord and Tenant agree that the Tenant is relying on, and does not waive or intend to waive by any provision of the Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado

Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as from time to time amended, and otherwise available to the Tenant, its officers, employees and agents.

c. Indemnification. Landlord shall indemnify and hold Tenant, its officers, employees and agents, harmless from any and all claims, losses, injuries, damages and lawsuits and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the negligent acts or omissions of Landlord on the Premises or otherwise arising from the performance of the terms of the Lease.

d. No Presumption. Landlord and Tenant acknowledge that each has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of the Lease and with respect to all matters set forth herein. In the event of any dispute, disagreement or controversy arising from the Lease, the Landlord and Tenant shall be considered joint authors and no provision shall be interpreted against any party because of authorship.

**LANDLORD:**

LIBERTY FIREARMS INSTITUTE, LLC  
a Colorado limited liability company

by: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

**TENANT:**

TOWN OF JOHNSTOWN POLICE DEPARTMENT, by and through,  
TOWN OF JOHNSTOWN, COLORADO

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

**ATTEST:**

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

