

TOWN COUNCIL
MEETING
PACKET

June 5, 2017

**Joint Work Session
Johnstown Town Council
Milliken Town Board**

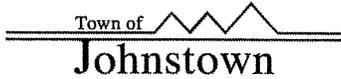
WORK SESSION

Date: Monday, June 12, 2017, 6:30 P.M.

Location: Johnstown Town Hall
450 So. Parish Avenue

Agenda:

1. Welcome from the Mayor
2. Introductions
3. Discussion:
 - a. Water – How Johnstown and Milliken might work together. Potential for backup water supply and future projects.
 - b. Sewer – Potential for Johnstown and Milliken to work together.
 - c. Best way for regular communication of Johnstown Town Council and Milliken Town Board.
 - d. Other opportunities for collaboration
4. Closing statements



Town Council

Agenda
Monday June 5, 2017
Town Hall, Council Chambers
450 So. Parish Avenue
7:00 PM



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

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

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

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

- 6) **CONSENT AGENDA**
 - A) Town Council Meeting Minutes – May 15, 2017
 - 7) **STAFF REPORTS**
 - 8) **OLD BUSINESS**
 - 9) **NEW BUSINESS**
 - A) Consider Water and Sewer Service Agreement for Springs Apartments at 2534
 - B) Consider First Amendment to Operations and Maintenance Intergovernmental Agreement for Johnstown Plaza Concerning Use of Public-Right-of-Way
 - C) Consider Award of Contract to A-1 Chipseal Company for 2017 Chip Seal Project
 - 10) **EXECUTIVE SESSION**
 - A) Conference with the Town Attorney and Special Counsel Pursuant to C.R.S. Section 24-6-402(4)(b) Regarding an Amendment to the Escrow Agreement Executed by and Among the Town, the Johnstown Plaza Metropolitan District and the Developer
 - 11) **COUNCIL REPORTS AND COMMENTS**
 - 12) **MAYOR'S COMMENTS**
 - 13) **ADJOURN**
-



NOTICE OF ACCOMODATION

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

AGENDA ITEM 6A

CONSENT

AGENDA

- **Council Minutes – May 15, 2017**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: June 5, 2017

ITEM NUMBER: 6A

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

- Council Meeting Minutes – May 15, 2017

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

FINANCIAL ADVICE: N/A

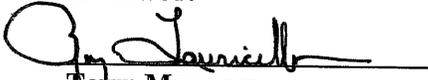
RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

For Denial:

Reviewed:


Town Manager

**COUNCIL
MINUTES**

The Town Council of the Town of Johnstown met on Monday, May 15, 2017 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor James led the Pledge of Allegiance.

Roll Call:

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

Those absent were: Councilmember Mitchell

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

Agenda Approval

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

Recognition and Proclamations

Mayor James read proclamations honoring the Roosevelt Boys and Girls Track Teams for the success they have had this year.

Consent Agenda

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

- May 1, 2017 Council Meeting Minutes
- Payment of Bills
- April Financial Statements
- 2nd Reading – Ordinance No. 2017-147, An Ordinance Amending Section 16-242 of the Johnstown Municipal Code to Include Child Care Centers as a Use Permitted by Right in the Central Business District
- Contract for Geotechnical Services for the North Second Street Improvement Project – CTL Thompson

Motion carried with a unanimous vote.

New Business

A. Consider Award of Contract for Larimer Parkway at US 34 Signal Project – WL Contractors Inc. – The project consist of installation of signal poles, mast arms, signal heads, detectors lights and controls. Two (2) firms responded to the Town's solicitation for the project. Based upon a review of the 2 bids, the Town's consulting engineer is recommending WL Contractors, Inc. be awarded the contract. Councilmember Lebsack made a motion seconded by Councilmember Young to award the contract for the Larimer Parkway at US Hwy 34 Signal Project to WL Contractors, Inc. in a total amount not to exceed \$346,561.20 and also, authorize the Town

Manager to approve change orders in an amount not to exceed 10% of the contract amount, and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

B. Consider Professional Services Agreement for Construction Management Services for Larimer Parkway at US 34 Signal Project – IMEG Corporation (Formerly TTG of Denver Consulting Engineers) - Councilmember Davis made a motion seconded by Councilmember Lebsack to approve the professional services agreement with IMEG Corporation in an amount not to exceed \$22,950 plus reimbursable expenses, and authorize the Town Manager to approve change orders in an amount not to exceed ten (10%) of the contract amount, and also authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

C. Consider Memorandum of Understanding between Town of Johnstown and YMCA of Boulder Valley – The Town Council moved to retain the YMCA of Boulder Valley to act as the operating partner to manage the operations and maintenance obligations associated with the community recreation center. The MOU establishes the YMCA's preliminary obligations, providing that the YMCA agrees to provide consulting services with respect to the planning, design and construction of the community recreation center. The YMCA agrees to submit a monthly invoice to the Town representing its actual expenses in an amount up to, but not greater than \$5,000.00 per month. Councilmember Mellon made a motion seconded by Councilmember Young to approve the Memorandum of Understanding between the Town of Johnstown and the YMCA of Boulder Valley and authorize the Mayor to sign it. Motion carried with a unanimous vote.

D. Presentation of Community Recreation Center Site Analysis/Evaluation – Sink Combs Dethlefs – Sink Combs Dethlefs presented council with three possible locations for the Johnstown Community Recreation Center: 1) Massey 2) Mountain View 3) Purvis. Councilmember Mellon made a motion seconded by Councilmember Young to approve the Massey property as the location for the community recreation center and direct town staff and the Town Attorney to prepare and obtain the documentation to effectuate the transfer of the property from the owner to the town. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 8:21 p.m.

Mayor

Town Clerk/Treasurer

AGENDA ITEM 9A

**WATER
AND
SEWER
SERVICE AGREEMENT
(Springs Apartments at 2534)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: June 5, 2017

ITEM NUMBER: 9A

SUBJECT: Consider Water and Sewer Service Agreement for Springs Apartments at 2534

ACTION PROPOSED: Consider Approval of Water and Sewer Service Agreement for Springs Apartments at 2534

PRESENTED BY: Town Attorney

AGENDA ITEM DESCRIPTION: In compliance with the Town's water rights dedication ordinance, Continental Properties ("Developer") submitted to the Town a Water and Sewer Demand Analysis on or about March 3, 2017, and it has been accepted by the Town upon a review by the Town's Water Resources Engineer. Based upon the analysis with the proposed construction of 212 multi-family residential units with clubhouse and pool on 12.78± acres, the overall average in-building water demand for the Springs Apartments at 2534 is calculated to be 63.6±acre-feet per year. The landscaping (raw water) irrigation demand is calculated to be 75.8±acre-feet per year.

In addition, the Developer will purchase non-potable water from the Thompson Crossing Metropolitan District No. 2 to irrigate the adjoining park. The park landscaping (raw water) irrigation demand is calculated to be 4.43±acre-feet per year.

Water credits will come from the 2534 Water Bank. While there is a surplus of potable water in the 2534 Water Bank, there is not sufficient potable water to satisfy the needs of this project. The Gerrard Family Limited Partnership, LLLP has indicated that it intends to dedicate water to the Town, including Share Certificate Number 6586, representing ten shares of the Consolidated Home Supply Ditch and Reservoir Company, once the Developer purchases the property. With that dedication, there will be sufficient water in the 2534 Water Bank for this project. To guarantee that the Town will supply water and sewer service for the project, the Developer requested that Town Council approve this Agreement prior to the purchase of the property.

Based on the foregoing, this Agreement is contingent upon: (1) the Town receiving the dedication of Share Certificate Number 6586 of the Consolidated Home Supply Ditch and Reservoir Company; (2) the Town's receipt of payment of the Water Court transfer fee for Share Certificate Number 6586; (3) the Developer's acquisition of fee title to the property; and (4) the delivery of the Water Credit Allocation Acknowledgement to the Town. If the conditions are not satisfied by September 1, 2017, the Agreement will terminate.

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

FINANCIAL ADVICE: N/A

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

SUGGESTED MOTIONS:

For Approval: I move to approve the Water and Sewer Service Agreement for Springs Apartments at 2534 and authorize the Mayor to sign it.

For Denial: I move to deny approval of the Water and Sewer Service Agreement for Springs Apartments at 2534.

Reviewed:


Town Manager

AGREEMENT

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2017, by and between **CONTINENTAL 389 FUND LLC**, a Wisconsin domestic limited-liability company ("Developer"), and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation ("Town"), collectively sometimes referred to as the "Parties".

WITNESSETH:

WHEREAS, the Developer is under contract to purchase real property currently described as Lots 1 and 2, 2534, Block 9, 2534 Filing No. 9, County of Larimer, State of Colorado, according to the plat thereof recorded June 27, 2008 under Reception No. 2008-0041531, Town of Johnstown, County of Larimer, State of Colorado, more particularly described on Exhibit A attached hereto and incorporated herein by reference ("Subject Property"); and

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

WHEREAS, the Subject Property is being developed as an apartment complex, with additional features, known as the Springs at 2534; and

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

WHEREAS, the Subject Property is adjacent to real property owned by a quasi-governmental entity and described as Outlot F 2534 Subdivision according to the plat thereof recorded June 14, 2005 under Reception No. 2005-0048616, Town of Johnstown, County of Larimer, State of Colorado, which property is to be developed as a park, more particularly described on Exhibit B attached hereto and incorporated herein by reference ("Park Property"); and

WHEREAS, the Developer has agreed with the owner of the Park Property to purchase water to irrigate the Park Property; and

WHEREAS, irrigation of the Park Property will be managed by Thompson Crossing Metropolitan District No. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"); and

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

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, as amended, ("Ordinance"), Developer has submitted to the Town a water demand analysis dated March 3, 2017, which is on file with the Town and is hereby accepted by the Town (the "Water Analysis"). The Town Water Engineer reviewed said Water Analysis and accepted the analysis as modified in his April 13, 2017 and May 16, 2017 memorandums and those memorandums are attached hereto as **Exhibit D** and incorporated herein. Thompson Ranch Development Co. submitted a sewer capacity analysis prepared by Galloway & Company dated February 24, 2016 (the "Sewer Analysis"). The Sewer Analysis is on file with the Town and is hereby accepted by the Town. The Town agrees that the existing sanitary sewer system has adequate capacity to serve the Subject Property. The Water Analysis indicates that the water dedication set forth in paragraph 2 will meet the estimated potable and non-potable water supply demand for the Subject Property as follows:

Subject Property	Demand (AF/YR)	Consumption (AF/YR)
Apartments	61.48	3.07
Pool	0.29	0.02
Clubhouse/maintenance facility	0.62	0.03
Car wash	1.21	0.06
Landscape Irrigation 4.88 acres (non-potable)	12.20	10.37
Total	75.80	13.55

The Water Analysis indicates the estimated non-potable water supply demand for the Park Property as follows:

Park Property	Demand (AF/YR)	Consumption (AF/YR)
Park turf and landscape Irrigation 1.77 acres (non-potable)	4.43	3.77

2. Water Rights Dedication.

a. Potable Supply. The Gerrard Family Limited Partnership intends to dedicate water to the Town, including the dedication of Share Certificate Number 6586, representing ten shares of the Consolidated Home Supply Ditch and Reservoir Company, which dedication will satisfy the obligations set forth in this Agreement and result in a surplus of potable water in the 2534 Water Bank. As a result of the anticipated dedication, the dedication credit with the Town will be approximately 176.47 acre-feet per year of potable water under shares from the Consolidated Home Supply Ditch and Reservoir Company. The Parties and the Gerrard Family Limited Partnership, LLLP and Thompson Ranch Development Co. have agreed

that a portion of this anticipated credit shall be applied to meet the potable water demands of the Subject Property.

b. Non-Potable Supply, Landscape. As a result of prior dedications associated with the 2534 Development, there is currently a surplus dedication credit with the Town of approximately 211.12 acre-feet per year of non-potable water carried in the Farmers Ditch. The Parties and the Gerrard Family Limited Partnership, LLLP and Thompson Ranch Development Co. have agreed that a portion of this credit shall be applied to meet the non-potable water demands of the Subject Property for the irrigation of 4.88 acres of landscape irrigation.

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

3. Surplus dedication credit.

a. Potable. The use of the anticipated dedication credit of approximately 176.47 acre-feet per year of potable water will leave additional credit in the potable portion of the 2534 Water Bank. The potable portion of the 2534 Water Bank will have a surplus dedication credit with the Town of approximately 112.87 acre-feet per year of potable water. The credit is calculated as follows:

Prior Surplus Dedication Credit (Potable):	176.47 acre-feet
LESS Estimated demand:	63.60 acre-feet
Net current surplus credit:	112.87 acre-feet

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

b. Non-Potable. The use of the prior surplus dedication credit of approximately 211.12 acre-feet per year of non-potable water will leave additional credit in the non-potable portion of the 2534 Water Bank. The non-potable portion of the 2534 Water Bank will have a surplus dedication credit with the Town of approximately 198.92 acre-feet per year of potable water. The credit is calculated as follows:

Prior Surplus Dedication Credit (Non-Potable): 211.12 acre-feet	
LESS Estimated demand: for Landscape Irrigation	12.20 acre-feet
Net current surplus credit:	198.92 acre-feet

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

4. Commitment to serve water and sewer. Upon receipt of the signed Water Credit Allocation Acknowledgement, the Town commits to provide to the Subject Property water service for up to 63.60 acre-feet per year of potable water supply together with the corresponding sewer service and commits to provide to the Subject Property up to 12.20 acre-feet per year non-potable water supply for landscape irrigation. The District will be responsible for serving the landscape irrigation requirements of the Park Property and for providing the required non-potable water supply for the same.

5. Future review of water usage and dedication requirements. In accordance with Section 13-68(h) of the Ordinance, the Town reserves the right to review actual water usage within each of the Subject Property and the Park Property, at a point in time after water usage has been established, to confirm the adequacy of the water demand projections made under the Water Analysis, and to require additional water rights dedication and/or cash-in-lieu payment if necessary with respect to the Subject Property and/or the Park Property based on the actual water usage of each. If an additional water rights dedication and/or cash-in-lieu payment is required with respect to the Subject Property, this Agreement will be amended to detail the increased acre-feet per year of water supply that is dedicated to the Subject Property as a result of such dedication and/or cash-in-lieu payment. If such additional dedication and/or cash-in-lieu payment is required, the Town agrees that it shall not discontinue water or sewer service with respect to the Subject Property for a reasonable period of time, not to exceed six (6) months, to allow the owner to make such dedication or payment. If additional dedication of water is required, the owner will be subject to additional Water Court Transfer fees per the then existing Town Ordinance.

6. Payment of Water Court Transfer fees. The Water Court transfer fees as provided for under the Ordinance for the non-potable water supply was previously paid to the Town as part of the 2534 Water Bank. Developer is not required to pay any water court fees related to this Agreement.

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

TO DEVELOPER:

Eric Gumm
Continental 389 Fund LLC
West 134 North 8675 Executive Parkway
Menomonee Falls, WI 53051

TO THE TOWN:

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

WITH A COPY TO
THE TOWN ATTORNEYS

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

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

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

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

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

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

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

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

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

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

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

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

17. Conditions Precedent.

The obligations herein are conditioned on the following:

a. The Town receiving the dedication of Share Certificate Number 6586 of the Consolidated Home Supply Ditch and Reservoir Company, as may be re-issued to designate the Town as the shareholder, into the 2534 Water Bank;

b. The Town's receipt of payment of the Water Court transfer fee applicable under the Ordinance with respect to Share Certificate Number 6586;

c. The Developer's acquisition of fee title to the Subject Property; and

d. The delivery of the Water Credit Allocation Acknowledgement **(Exhibit C)** executed by the Gerrard Family Limited Partnership, LLLP and Thompson Ranch Development Co.

If the foregoing conditions are not satisfied by September 1, 2017, this Agreement will terminate and become null and void as to both Parties' obligations. Developer has the burden of notifying the Town that the conditions are satisfied and providing the executed Water Credit Allocation Acknowledgement to the Town and must, in any event, provide such notification prior to submitting an application for a building permit. The Town acknowledges and agrees that the estimated non-potable water supply demand for the Park Property as set forth in this Agreement and the Water Analysis and the provision of such water is not and shall not be a condition to the Town's agreement or obligation to provide water and sewer service to the Subject Property.

18. Recordation. After Developer's acquisition of fee title interest in the Subject Property, this Agreement may be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Larimer County, Colorado, and, effective as of the date of such recordation, this Agreement shall run with the Subject Property, shall be binding upon the Parties

hereto and the permitted successors and assigns of the Developer and shall constitute notice of this Agreement to all persons or entities not parties hereto.

Signatures follow on separate pages

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

CONTINENTAL 389 FUND LLC,
a Wisconsin domestic limited-liability company

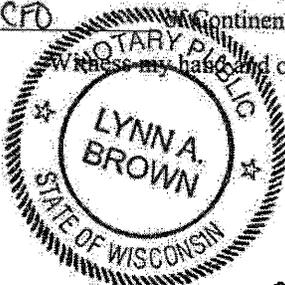
By: Continental Properties Company, Inc., its Manager

By: [Signature]
Name: Edward J. Madell
Title: CFO

By: [Signature]
Name: Paul R. Seifert
Title: EVP

STATE OF Wisconsin)
) ss
COUNTY OF Waukesha)

SUBSCRIBED AND SWORN to before me this 24th day of May, 2017 by Edward J. Madell as CFO of Continental Properties Company, Inc. as Manager of Continental 389 Fund LLC.



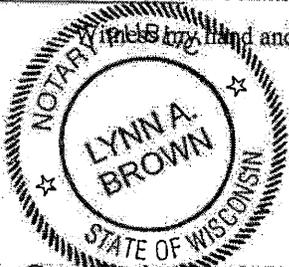
[Signature]
Notary Public

W134 N8675 Executive Parkway, Menomonee Falls, WI
Address 53051
262-532-9311
Telephone

My Commission Expires: 9/14/18

STATE OF Wisconsin)
) ss
COUNTY OF Waukesha)

SUBSCRIBED AND SWORN to before me this 24th day of May, 2017 by Paul R. Seifert as EVP of Continental Properties Company, Inc. as Manager of Continental 389 Fund LLC.



[Signature]
Notary Public

W134 N8675 Executive Parkway, Menomonee Falls, WI
Address 53051
262-532-9311
Telephone

My Commission Expires: 9/14/18

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Scott James, Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

Avi Rocklin
Johnstown Town Attorney

EXHIBIT A
SUBJECT PROPERTY

Lots 1 and 2, Block 9, 2534 Filing No. 9, County of Larimer, State of Colorado.

EXHIBIT B
PARK PROPERTY

Outlot F 2534 of that certain subdivision according to the plat thereof recorded June 14, 2005 under Reception No. 2005-0048616, Town of Johnstown, County of Larimer, State of Colorado titled: 2534 being a Subdivision of a Portion of the Northeast $\frac{1}{4}$ of Section 15, the North $\frac{1}{2}$ of Section 14 and the Southwest $\frac{1}{4}$ of Section 14, Township 5 North, Range 68 West of the 6th Principal Meridian and being a Replat of Lot 2, Kness MRD S-30-88, Lots 1 and 2 Thompson Ranch M.L.D. No. 99-S1425, Town of Johnstown, County of Larimer, State of Colorado.

EXHIBIT C

RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate raw water credit from the Gerrard Family Limited Partnership, LLLP and Thompson Ranch Development Co., raw water credit account held by the Town of Johnstown, known as the "2534 Water Bank," to provide water service to the development known as Springs at 2534 Apartments, and any successor occupant of the premises at the same location, pursuant to a Water and Sewer Service Agreement to be executed between the Continental 389 Fund LLC and the Town of Johnstown. The amount of such allocated raw water credit is calculated to be 63.60 acre-feet per year for potable In-Building Use from previously dedicated shares of the Consolidated Home Supply Ditch and Reservoir Company and 12.20 acre-feet per year of non-potable water for Irrigation Use from previously dedicated shares of the Farmers Ditch Company, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement.

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

GERRARD FAMILY LIMITED PARTNERSHIP, LLLP

Dated: _____

Nathan Gerrard, Managing Partner
Gerrard Family Limited Partnership, LLLP

THOMPSON RANCH DEVELOPMENT CO

Dated: _____

Todd Williams, Vice President
Thompson Ranch Development Co.

EXHIBIT D
TOWN WATER ENGINEER MEMORANDA

[see attached]

EXHIBIT D

HELTON & WILLIAMSEN, P.C.
CONSULTING ENGINEERS IN WATER RESOURCES

384 Inverness Parkway, Suite 144
Englewood, Colorado 80112-5822
Phone (303) 792-2161
Fax (303) 792-2165
E-mail: twilliamsen@helton-williamsen.com

April 13, 2017

MEMORANDUM

To: Pete Ampe & John Franklin

From: Tom Williamsen

Subject: Water demand estimate – Springs at 2534

I reviewed the water demand estimates for the Springs at 2534 complex dated March 3, 2017 submitted by Eric Gumm of Continental 389 Fund, LLC, the developer. I also reviewed the plan drawings dated March 6, 2017 prepared by Galloway and Company. The water demand worksheet contained estimates of the residential water use of the apartments but did not provide estimates of water demand for the clubhouse, swimming pool, and car wash which are shown in the Galloway drawings. The worksheet includes an estimate of the irrigation use but does not specify a location or acreage and the volume does not correspond to the acreage identified in the Galloway drawings. Todd Williams told me that the Springs at 2534 will irrigate the landscaping at the apartment complex using the Thompson Ranch Development Company's non-potable irrigation system. Under a separate arrangement between the developer and Thompson Ranch Development Company the park area surrounding the adjoining irrigation regulating pond will be irrigated with non-potable water. I have not estimated the park irrigation demand because no one has provided the irrigated acreage value. The water demand worksheet and my notes are attached.

The Springs at 2534 complex is located on 12.78 acres in Lots 1 and 2, 2534 Filing No. 9 at the intersection of Ronald Reagan Boulevard and Larimer Parkway. The project will include 10 apartment buildings with a total of 212 apartments, a seasonal-use swimming pool, club house/office/common use area, a single-bay car wash and maintenance building, and 4.88 acres of irrigated turf and landscape. The water demand worksheets with my notes are attached.

The annual potable water demands are estimated as:

Apartments	61.48 acre-feet
Pool	0.29 acre-feet
Clubhouse/maintenance facility	0.62 acre-feet
Car wash	<u>1.21 acre-feet</u>
Total potable use.....	63.60 acre-feet

Pete Ampe & John Franklin
April 13, 2017
Page 2

Irrigation (raw water) 12.20 acre-feet
Total water use 75.80 acre-feet

The annual consumptive use will be:

Apartments 3.07 acre-feet
Pool and spa 0.02 acre-feet
Clubhouse/maintenance facility 0.03 acre-feet
Car wash 0.06 acre-feet
Total potable consumptive use 3.18 acre-feet

Irrigation (raw water) 10.37 acre-feet
Total consumptive use 13.55 acre-feet

It is understood that the water rights dedication for the potable water uses will be assigned to the 2534 Water Bank and that the non-potable irrigation water will be supplied by Thompson Ranch Development Company through the Farmers Ditch. It is understood that the Water Court transfer fees have been paid by the Thompson Ranch Development Company. Attached is the updated 2534 Water Bank tracking sheet.

Enclosures

cc: Todd Williams & Nathan Gerrard w/enclosures

2017-04-13 Memo to PAmp & JFranklin re Springs at 2534.doc

HELTON & WILLIAMSEN, P.C.
CONSULTING ENGINEERS IN WATER RESOURCES

384 Inverness Parkway, Suite 144
Englewood, Colorado 80112-5822
Phone (303) 792-2161
Fax (303) 792-2165
E-mail: twilliamsen@helton-williamsen.com

May 16, 2017

MEMORANDUM

To: Pete Ampe & John Franklin

From: Tom Williamsen

Subject: Revised - Water demand estimate of the park adjoining the Springs at 2534

This memorandum replaces my memorandum dated April 19, 2017 concerning the water demand estimates for the Springs at 2534 project. The irrigated acreage of the park improvements for Outlot F, which adjoins the Springs at 2534, has been reduced to 1.77 acres as documented in the email message from Nathan Gerrard. I reviewed the water demand estimates for the park improvements dated May 15, 2017 submitted by Nathan Gerrard on behalf of Thompson Crossing Metro District No. 2, and the architectural drawings dated April 18, 2017 by Galloway and Company, Inc. The water demand worksheet and Nathan Gerrard's email message are attached.

The park will include 1.77 acres of irrigated turf and landscape. The raw water demand is estimated to be 4.43 acre-feet annually and the consumptive use is estimated to be 3.77 acre-feet annually.

It is understood that the non-potable irrigation water will be supplied by Thompson Crossing Metropolitan District No. 2 through the Farmers Ditch.

Enclosures

cc: Todd Williams & Nathan Gerrard w/enclosures

c:\2017-05-16 Memo to PAmpe & JFranklin re Revised Irrigation Supplemental Springs at 2534.doc

AGENDA ITEM 9B

**OPERATIONS
AND
MAINTENANCE
INTERGOVERNMENTAL AGREEMENT
(Johnstown Plaza Metropolitan District)
(Use of Public Right-of-Way)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: June 5, 2017

ITEM NUMBER: 9B

SUBJECT: Consider First Amendment to Operations and Maintenance Intergovernmental Agreement for Johnstown Plaza Concerning Use of Public Right-of-Way

ACTION PROPOSED: Consider First Amendment to Agreement

PRESENTED BY: Town Attorney and Town Planner

AGENDA ITEM DESCRIPTION: In April 2016, the Town approved an operation and maintenance agreement with Johnstown Plaza Metropolitan District to ensure, among other things, that street frontages and landscaping would continue to be maintained after the development was separated from the Thompson Crossing Metropolitan District in the 2534 Development.

In 2016, the Town permitted the installation of three entry kiosks for Johnstown Plaza commercial development. The kiosks are located in Thompson Parkway right-of-way near US Hwy 34. The Municipal Code authorizes the Town Council to permit such improvements in the public right of way. The amendment to the current operation and maintenance agreement provides for a revocable permit issued to Johnstown Plaza for the kiosks and provides that the developer is required to maintain the kiosks as provided in the maintenance agreement. The amendment further provides that the developer would be required to remove the kiosks if the Town needs temporary access to the property and that, upon a default of the maintenance obligations, the Town may require the developer to permanently remove the kiosks.

LEGAL ADVICE: The Town Attorney prepared the First Amendment to Operations and Maintenance Intergovernmental Agreement for Johnstown Plaza Concerning Use of Public Right-of-Way

FINANCIAL ADVICE: N/A

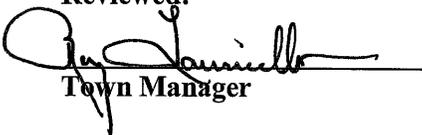
RECOMMENDED ACTION: Approve the First Amendment to Operations and Maintenance Intergovernmental Agreement for Johnstown Plaza Concerning Use of Public Right-of-Way

SUGGESTED MOTION:

For Approval: I move to approve the First Amendment to Operations and Maintenance Intergovernmental Agreement for Johnstown Plaza Concerning Use of Public Right-of-Way and authorize the Mayor to sign it.

For Denial: I move to deny approval of the First Amendment to Operations and Maintenance Intergovernmental Agreement for Johnstown Plaza Concerning Use of Public Right-of-Way.

Reviewed:


Town Manager

AGREEMENT

FIRST AMENDMENT TO OPERATIONS AND MAINTENANCE
INTERGOVERNMENTAL AGREEMENT FOR JOHNSTOWN PLAZA
CONCERNING USE OF PUBLIC RIGHT-OF-WAY

THIS FIRST AMENDMENT TO OPERATIONS AND MAINTENANCE INTERGOVERNMENTAL AGREEMENT FOR JOHNSTOWN PLAZA CONCERNING USE OF PUBLIC RIGHT-OF-WAY, JOHNSTOWN, COLORADO ("First Amendment") is made and entered into on 23 day of May, 2017 by and between THE TOWN OF JOHNSTOWN, COLORADO, a home-rule municipality of the Counties of Larimer and Weld, State of Colorado ("Town"), and JOHNSTOWN PLAZA METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the state of Colorado ("District") (collectively, the "Parties").

Capitalized terms herein shall have the meaning set forth in the Operations and Maintenance Intergovernmental Agreement for Johnstown Plaza dated April 18, 2017.

RECITALS

WHEREAS, on or about April 18, 2016, the Parties entered into the Operations and Maintenance Intergovernmental Agreement for Johnstown Plaza ("Agreement"), defining the duties and obligations of the District to operate, maintain, repair and replace the public improvements, authorizing the Town to undertake the unfulfilled duties of the District at the District's expense and providing the Town with access for such undertakings and confirming the District's authority to raise revenue to pay for such activities by, among other legally available means, compelling the District to impose a mill levy to reimburse the Town for any reasonable costs incurred in the event the Town undertakes the unfulfilled duties of the District;

WHEREAS, as part of the Public Improvements, the District constructed and installed three kiosk/plaza signs in the public right-of-way along Thompson Parkway near the intersection of Thompson Parkway and U.S. Highway 34, depicted and delineated as East Pylon, Center Pylon and West Pylon on Exhibit A attached hereto and incorporated herein ("Plaza Signs");

WHEREAS, Section 11-2 of the Johnstown Municipal Code provides that no encroachment shall be placed in the public right-of-way unless allowed by law or authorized by the Town Council;

WHEREAS, the District requests Town Council's authorization to permit the placement of the Plaza Signs in the public right-of-way subject to the terms of the Agreement and the terms contained herein;

WHEREAS, the Parties intend that the placement of Plaza Signs in the public right-of-way is by permissive use and consent of the Parties and that no prescriptive easement shall be created by this First Amendment or the permission granted by the Town to the District to locate, construct, own, operate and maintain the Plaza Signs in the public right-of-way;

WHEREAS, Town Council finds that the District has complied with the applicable standards and agrees to permit the District to temporarily place the Plaza Signs on the public property, subject to the following terms, conditions and covenants.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this First Amendment and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by reference.
2. Revocable Permit. Upon payment of a permit fee in the amount of \$20.00, the Town hereby grants the District a revocable permit to place the Plaza Signs in the public right-of-way, as set forth on Exhibit A.
3. No Prescriptive Rights. The District agrees that the grant herein is by permission of the Town and consent by the District, and shall not be construed to constitute an occupation of property hostile to the public for purposes of initiating a claim for prescriptive rights. The Town may, upon written notice of default of the District under the terms and conditions of the Agreement and failure of the District to cure such default as provided in the Agreement and provided that the Town is not able or willing to operate and maintain these Plaza Signs pursuant to the Agreement, revoke the permit granted herein and order removal of the Plaza Signs and all other, if any, encroachments located in the public right-of-way. Notwithstanding the forgoing, it is expressly acknowledged that these Plaza Signs are intended to be owned, operated and maintained by the District, that such operations and maintenance is subject to review and approval of an annual operation and maintenance plan and periodic review by the Town as provided in the Agreement and that the District intends to own, operate and maintain the Plaza Signs on an ongoing basis so long as there are tenants and property owners within the Project.
4. Temporary Removal. Upon written notice of the Town of the necessity to obtain access to property underneath the Plaza Signs or to property that is otherwise inaccessible by reason of the Plaza Signs, the District shall, within a reasonable time and at its sole expense, promptly and temporarily coordinate the removal of the Plaza Signs located in the public right-of-way at no expense to the Town.
5. Permanent Removal. Upon written notice of the Town of default of the District under the terms and conditions of the Agreement, failure of the District to cure such default as provided in the Agreement and provided that the Town is not able or willing to operate and maintain these Plaza Signs as provided in the Agreement, the District shall, within thirty (30) days and at no expense of the Town, coordinate the full and permanent removal of the Plaza Signs located in the public right-of-way and restore the public property to its former condition.
6. Failure to Remove. In the event that the District does not coordinate the removal of the Plaza Signs as provided herein, the Town may remove such improvements and the District shall coordinate the payment of all of the Town's costs associated therewith.

7. Municipal Police Powers. The Town shall retain full authority to act in the public interest in exercising its municipal police powers.

8. Compliance with Agreement. The grant of the permit herein is expressly conditioned upon the District's full compliance with the Agreement and the rights granted to the Town thereunder are in addition to the rights set forth herein.

9. Validity of Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect.

[Remainder of page intentionally left blank.]

AGENDA ITEM 9C

**AWARD
OF
CONTRACT
(2017 Chip Seal Project)
(A-1 Chipseal Company)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: June 5, 2017

ITEM NUMBER: 9C

SUBJECT: Consider Award of Contract to A-1 Chipseal Company – 2017 Chip Seal Project

ACTION PROPOSED: Award Contract to A-1 Chipseal Company

PRESENTED BY: Town Manager and Street Superintendent

AGENDA ITEM DESCRIPTION: Chip seal is an economical surface treatment designed to protect and prolong the life of pavement. In a single chip seal, an asphalt binder is sprayed onto the pavement, then immediately covered by a single layer of uniformly sized chips. The new surface is then rolled to seat the aggregate and broom swept to remove any loose chips. A fog seal is then applied to the treated surface. Fog seal is a process whereby a diluted asphalt emulsion is sprayed onto the road surface to give the roadway a black appearance, which also aids in the chip retention.

Chip seals are used for restoring skid resistance, protecting a roadway surface from aging, waterproofing the surface of the road and protecting the underlying pavement from oxidation, and traffic wear.

The 2017 Chip Seal Project represents a total of approximately 75,000 square yards of pavement surface improvements to street segments within the Town (refer to attached street list). The cost for 1/4" chip seal per square yard is \$2.98 plus \$120 per hour for street sweeping.

A-1 Chipseal Company has successfully completed chip seal projects over the past eleven (14) years in Johnstown. The Company has also performed work in the cities of Denver, Colorado Springs, Aurora, Lakewood, Arvada, Golden, Northglenn, Loveland, Frederick, Estes Park, etc.

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

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

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

A-1 Chipseal Company is anticipated to be awarded a contract (lowest acceptable bid) by the City of Loveland for the City's 2017 Street Resurfacing Program in the amount of \$573,877.70. The contract is awaiting signature by the Loveland City Manager. A copy of the executed contract will be forwarded to the Town. Mr. Gryzmala has agreed to perform the Town of Johnstown's 2017 Chip Seal Project in accordance with the City of Loveland specifications, and at the same unit cost (\$2.98/sy.) for 1/4" aggregate chip seal. In addition, there will be a cost of \$120 per hour for the chip seal pickup sweeper for a total contract price not to exceed \$250,000, which includes a miscellaneous contingency. (See Attachment A for their proposal).

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

FINANCIAL ADVICE: According to the Town Treasurer, **\$250,000** was budgeted for the chip seal project.

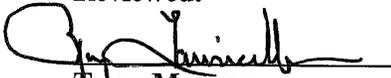
RECOMMENDED ACTION: Award contract to A-1 Chipseal Company.

SUGGESTED MOTIONS:

For Approval: I move to award the contract for the 2017 Chip Seal Project to A-1 Chipseal Company for a total price not to exceed **\$250,000**, contingent upon a contract being approved by the City of Loveland, and authorize the Mayor to sign the agreement.

For Denial: I move to deny the award of the contract to A-1 Chipseal Company.

Reviewed:


Town Manager

AGREEMENT

TOWN OF JOHNSTOWN, COLORADO

2017 CHIP SEAL PROJECT

THIS CONTRACT entered into at Johnstown, Colorado, this ___ day of ___, 2017 by and between the TOWN OF JOHNSTOWN, COLORADO, a Colorado Home Rule Town, with address for notice at 450 S. Parish Ave./P.O. Box 609, Johnstown, Colorado 80534 hereinafter called and referred to as the Town, and A-1 Chip Seal Company, with address for notice at 2001 W. 64th Lane, Denver, CO 80221 hereinafter called and referred to as Contractor.

WITNESSETH:

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

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

2017 CHIP SEAL PROJECT

for a total price not to exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000), which shall be paid in the following manner:

The total price shall be payable by Town unto Contractor upon Town's accounts payable cycle following approval by Town of detail invoices from Contractor. Final payment shall be paid upon final completion of the work, and acceptance by the Town, and receipt of all lien waivers, and end of period for Notice of Final Payment as published by Town Clerk.

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

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

- (a) Contract and Attachments
- (b) Specifications
- (c) Chip Seal quote
- (d) Insurance Certificates and Insurance Requirements
- (e) Notice to Proceed
- (f) Change Order
- (g) Notice of Contractor's Settlement
- (h) Final Receipt and Guarantee

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

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

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

Executed as of the date and year as above written.

TOWN OF JOHNSTOWN, COLORADO

By _____
Mayor

ATTEST:

By _____
Town Clerk



CONTRACTOR
A-1 Chip Seal Company

By _____
(Title)
Daniel J. Gryzmala, President



Customer Johnstown, City of P.O. Box 609 Johnstown, CO 80534- Proposal for Johnstown - Various Streets - Johnstown	Attention Don Gardner (970) 587-4664 dgardner@townofjohnstown.com Fax: (970) 587-0141	Date 05/24/17 Proposal # 22707
---	--	---

Item#	Description	Qty/Unit	Unit Price	Total Price
<hr/>				
	Option# 1 2017 Chipseal Program			
01	Chipseal 1/4" 1/4" Chipseal in place on existing asphalt pavement. *All labor, material, equipment, and traffic control necessary shall be furnished. *All work shall be done in accordance with the Standard Specifications for Chipseal Applications. Snow Plow Damage Tips: *Utilize snow plows that have a rubber edge blade, the use of a straight steel edge blade at high speeds can "chatter" and damage the chip seal *Slower speeds when plowing will help diminish snow plow damage *Not plowing all the snow off and leaving some snow on the surface helps to extend the life of a chip seal *Use smaller size aggregates, because they are less susceptible to plow damage	75,119 SY	\$2.98	\$223,854.62
<hr/>				
Accepted _____				Total for Option# 1 \$223,854.62
<hr/>				
	Option# 2 Sweeping			
01	Sweeping	1 HR	\$120.00	\$120.00
<hr/>				
Accepted _____				Total for Option# 2 \$120.00
<hr/>				

Attachment B

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

Contractor shall not:

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

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

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

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

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

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

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

**STREET
LIST**

Chip Seal | 2017

Road Name	From Address	To Address	SQ YDS
Parkwood dr.	Fox Meadow	Lindenwood Ave.	6,777
Overland Dr	Fox Meadow	Lindenwood Ave	4,497
Lindenwood Ave.	Parkwood dr.	Rolling hills Pkwy	1,745
Rolling Hills Ranch	HWY 60	Rolling Hills Pkwy	2,457
Centennial Dr.	Parish Ave.	Grange Ln	8,814
Mountain View Dr.	County Rd 15	Country Acres Dr.	2,407
Country Acres Ct.	West	To East	1,262
Chester Ct.	King Ave.	To End	2,410
Country Acres	HWY 60	Mountain View	12,594
Wadas Ct.	Country Acres Dr.	End Of street	2,841
Harding Ave.	HWY 60	Country Acres Dr.	3,640
Hays Ave.	Cottonwood Dr.	Country Acres Dr.	3,102
King Ave.	Cottonwood Dr.	TO End	3,000
Phyllis Ave	Chester Ct.	Cottonwood Ct.	1,742
Cottonwood Dr.	Harding Ave.	King Ave.	2,283
Cottonwood Dr.	King Ave.	Phyllis	1,201
Pleasant Ave.	Mountain View Dr.	Sandra	4,091
Sandra Dr.	Country Acres Dr.	Pleasant Ave.	3,464
County Rd 15	South	To Bridge	5,348
South Greeley	Hwy 60	Country Acres Dr.	1,444
Total Square Yds.	75,119		

**LOVELAND
MATERIALS**

**BID
UNIT-PRICE BASIS**

TO: THE CITY OF LOVELAND, COLORADO

PROJECT: 2017 Street Resurfacing Project - Chip Seal, Project No. ENSR250 - Bid No. 2017-11

BIDDER:
(Please type or print.)

Name: A-1 Chipseal Co.

Address: 2505 E. 74th Ave., Denver CO 80229

Contact Person: John Parks

Phone: (303) 464-9267

Fax: : (303) 464-9261

The undersigned Bidder, having investigated all matters relevant to the Project and having read and examined the specifications and associated documents for the Project, including the Contract and the Contract Documents, does hereby propose to perform the work and provide the services set forth in this Bid.

The Bidder agrees to accept as full payment for the work proposed under the Contract as herein specified and as shown on the drawings, the amounts computed on the basis of the following unit or lump sum prices. It is understood that the prices are independent of the exact quantities involved. The Bidder states that the prices set forth below are a true measure of the labor, equipment, and materials, including overhead and profit, to complete the work, exclusive of any materials provided by the City of Loveland. In the event of a discrepancy between unit or lump sum prices and total prices, unit or lump sum prices shall govern.

The following bid schedule is an estimate only of the work proposed under the Contract, and the City does not guarantee any such quantities. The City reserves the right to eliminate from and add to the quantities without any adjustment in unit prices. The estimate of quantities will be used for evaluating bids. Items called out in the specifications, but not separately listed as a bid item, shall be considered incidental work and no additional payment shall be made.

**UNIT PRICE BID SCHEDULE
2017 STREET RESURFACING PROJECT - CHIP SEAL
Project No. ENSR250 - Bid No. 2017-11**

CITY OF LOVELAND
UNIT PRICE BID SCHEDULE
2017 STREET RESURFACING PROGRAM
SCHEDULE CS - CHIP SEAL

ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	PAY UNIT	2017 UNIT PRICE	EXTENDED COST
40909003	1/4 Inch Chip Seal	185,865	SY	2.98	553,877.70
40909100	Misc. Contingency	1	LS	\$20,000.00	\$20,000.00
SCHEDULE CS - CHIP SEAL BID TOTAL					573,877.70

COMPANY: A-1 Chipseal Co.

SIGNATURE: _____

[Handwritten Signature]
Daniel J. Gryzmala

DATE: March 16, 2017

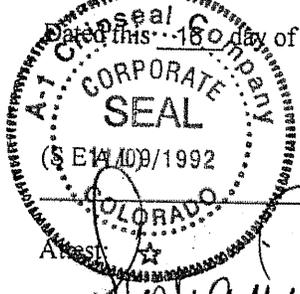


THE UNDERSIGNED BIDDER HEREBY certifies that: (a) this Bid is genuine and is not made in the interest of or on the behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) the Bidder has not sought by collusion to obtain for the Bidder any advantage over any other bidder or over the City.

The undersigned Bidder represents that the Bidder is familiar with C.R.S. §§ 8-19-101, *et seq.* and that the Bidder is [X] is not [] (check one) a "resident bidder" as defined therein. The undersigned further understands that if the Bidder is not a "resident bidder" and if the Bidder's state of residence grants a preference to resident bidders, the amount of such preference will be allowed to resident bidders in comparing this Bid to the bids of such resident bidders. The undersigned Bidder further agrees to furnish, upon request of the City, such additional information and affidavits as may be necessary to confirm the undersigned Bidder's status as a resident bidder and to indemnify the City from all claims and costs that arise out of any dispute over the Bidder's status as a resident bidder.

The Bidder hereby acknowledges receipt of Addenda Nos. NONE, _____, _____, _____, _____, _____ to these specifications. (Insert number of each addendum received.)

Dated this 18 day of March, 2017.



[Signature]
Stephanie Wallis
CORPORATE SECRETARY

BIDDER: A-1 Chipseal Co.
BY: [Signature]
Daniel J. Gryzmala
TITLE: President

State of Incorporation: Colorado

Address of Principal Office: 2505 E. 74th Ave., Denver CO 80229

