

***TOWN COUNCIL***

***MEETING***

***PACKET***

**October 7, 2019**



## Town Council

**Agenda**  
**Monday, October 7, 2019**  
**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 Minutes – September 16, 2019
    - B) Payment of Bills
    - C) Resolution 2019-20, A Resolution Authorizing a Mail Ballot Election for the Town of Johnstown’s Regular Municipal Election Scheduled for April 7, 2020
    - D) Order Granting a Hotel and Restaurant Liquor License to Café-Mexicali-Johnstown
    - E) Order Granting a Beer and Wine Liquor License to BM Nail Bar Inc.
    - F) Addendum to Water and Sewer Service Agreements – I-25 Gateway Center
  - 7) **TOWN MANAGER REPORT**
  - 8) **TOWN ATTORNEY REPORT**
  - 9) **OLD BUSINESS**
  - 10) **NEW BUSINESS**
    - A. Consider Contract for Water Tank Painting
    - B. Consider Resolution Number 2019-21, Supporting Johnstown-Milliken School District RE5-J Ballot Issues 5A & 5B on the November 5, 2019 General Election Ballot
  - 11) **EXECUTIVE SESSION**
  - 12) **COUNCIL REPORTS AND COMMENTS**
  - 13) **MAYOR’S COMMENTS**
  - 14) **ADJOURN**
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**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-E**

### **CONSENT**

### **AGENDA**

- **Council Minutes – September 16, 2019**
  - **Payment of Bills**
- **Resolution 2019-20, A Resolution Authorizing a Mail Ballot Election for the Regular Election**
- **Order Granting a Hotel and Restaurant License to Cafe-Mexicali-Johnstown**
  - **Order Granting a Beer and Wine License to BM Nail Bar, Inc.**
- **Addendum to WSSA – I-25 Gateway Center**

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**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** October 7, 2019

**ITEM NUMBER:** 6A-F

**SUBJECT:** Consent Agenda

**ACTION PROPOSED:** Approve Consent Agenda

**PRESENTED BY:** Town Clerk

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

- A) Town Council Meeting Minutes – September 16, 2109
- B) Payment of Bills
- C) \*Resolution 2019-20, A Resolution Authorizing a Mail Ballot Election for the Town of Johnstown’s Regular Municipal Election Scheduled for April 7, 2020
- D) \*\*Order Granting a Hotel and Restaurant Liquor License to Cafe-Mexicali-Johnstown
- E)\*\*\*Order Granting a Beer and Wine Liquor License to BM Nail Bar, Inc.
- F)\*\*\*\*Addendum to Water and Sewer Service Agreements – I-25 Gateway Center

\*The regular municipal election for the Town of Johnstown is scheduled for April 7, 2020. As per C.R.S. 31-10-908 a municipality may determine that an election be conducted by mail. The Town has conducted mail ballot elections for a number of years. Besides authorizing the election as a mail ballot election, Section 31-10-701 states voting machines may be used in any municipal election if the governing body, by resolution authorizes their use. The Accu-vote electronic system shall be used to record votes at the election. Resolution 2019-20 authorizes the mail ballot election, and the use of the accu-vote electronic system for the April 7, 2020 election.

\*\*On September 16, 2019, Town Council, acting as the local liquor licensing authority, approved a new hotel and restaurant liquor license for Café-Mexicali-Johnstown for premises located at 4853 Thompson Parkway. Pursuant to C.R.S. Section 44-3-312, the decision of the local license authority should be in writing and state the reason for the decision. The proposed order accomplishes the statutory requirement.

\*\*\*On September 16, 2019, Town Council, acting as the local liquor licensing authority, approve a beer and wine liquor license for BM Nail Bar, Inc. for premises located at 4900 Larimer Parkway. Pursuant to C.R.S. Section 44-3-312, the decision of the local license authority should be in writing and state the reason for the decision. The proposed order accomplishes the statutory requirement.

\*\*\*\*In compliance with the Town’s water rights dedication requirements, the I-25 Gateway Center, LLC is providing an updated WSSA. This is due a recent review of the allocation of water in the filings of this subdivision and an audit of existing water usage of occupied lots in this subdivision. The WSSA also is the result of an updated analysis by the Town’s Water Engineer to determine the ultimate water needs of the I-25 Gateway Center Subdivision based on the owner’s proposed future uses of the existing vacant lots. I-25 Gateway Center initially brought 10 shares of Home Supply to which 10 AF of water per share was appropriated (100 AF total). The updated WSSA, allocates an additional 12.95 AF of water to the already 66.15 AF previously dedicated. Approving this agreement would provide a remainder of 20.9 AF credit.

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

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**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** Approve Consent Agenda

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**SUGGESTED MOTION:**

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

# **Council Minutes**

The Town Council of the Town of Johnstown met on Monday, September 16, 2019 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Lebsack led the Pledge of Allegiance.

#### Roll Call:

Those present were: Councilmembers Berg, Lemasters, Mellon, Molinar Jr., and Tallent

Those absent were: Councilmember Young

Also present: Avi Rocklin, Town Attorney, Matt LeCerf, Town Manager, Marco Carani, Public Works Director, Mitzi McCoy, Finance Director, Kim Meyers, Planning and Development Director and Brian Phillips, Police Chief

#### Agenda Approval

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

Public Comment: Residents from the Thompson River Ranch subdivision were present to express concerns about the developer, Oakwood Homes having uncompleted items in the subdivision.

Presentations: Ryan Schaefer, CEO NAI Affinity Real Estate Partners Inc. – gave an update to Council on economic development in the 2534 area.

Town Manager Report – Town Manager Matt LeCerf requested Council consider cancelling the October 21, 2019 Regular Council Meeting. Council agreed if there was not any business the meeting could be canceled.

#### Consent Agenda

Councilmember Lemasters made a motion seconded by Councilmember Berg to approve the Consent Agenda with the following items included for approval:

- September 4, 2019 Council Meeting Minutes
  - Payment of Bills
  - August Financial Statements
  - 2<sup>nd</sup> Reading Ordinance Number 2019-164- approving PUD Final Development Plan for Johnstown Village
  - Amended Water and Sewer Service Agreement – Ridgeview Office Park
  - Water and Sewer Service Agreement – VMJ Properties, LLC and Johnson-Taylor Family Properties, LLLP
  - Resolution 2019-19 Acknowledgement of Receipt of the FY 2020 Preliminary Budget
- Motion carried with a unanimous vote.

New Business

A. Public Hearing – New Hotel and Restaurant License – Café Mexicali – Johnstown, LLC

Mayor Lebsack opened the public hearing at 7:50 p.m. and heard from the applicant. Having no public comments, the public hearing closed at 7:56 p.m.

Councilmember Mellon made a motion seconded by Councilmember Molinar Jr. to approve the issuance of a Hotel and Restaurant License for Café Mexicali- Johnstown, LLC. Motion carried with a unanimous vote.

B. Public Hearing – New Beer and Wine License – BM Nail Bar, Inc.

Mayor Lebsack opened the public hearing at 7:58 p.m. and heard from the applicant's representatives. Having no public comments, the public hearing closed at 8:17 p.m.

Councilmember Tallent made a motion seconded by Councilmember Berg to approve the issuance of a new Beer and Wine License for BM Nail Bar, Inc. Motion carried with a unanimous vote.

C. Third Amendment to Escrow Agreement by and among the Town of Johnstown, Johnstown Plaza, LLC, Johnstown Plaza Metropolitan District and UMB Bank, N.A. – The Third Amendment to Escrow Agreement allows for the transfer of remaining funds from the Bond Accounts to the Developer Account and maintains the current disbursement cost structure for private improvements and sets aside \$500,000, the estimated original cost of the remaining public improvements with a slight escalation to account for increased construction costs, for completion of the public improvements. The amended agreement directs the escrow agent to open a new account, to be known as the Public Improvements Escrow Account, to hold the public improvement funds. Councilmember Mellon made a motion seconded by Councilmember Lemasters to approve the Third Amendment to the Escrow Agreement and authorize the Mayor to sign it. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 8:51 p.m.

Mayor

Town Clerk

# **Payment of Bills**

Town of Johnstown  
List of Bills - September 9, 2019 to September 30, 2019

<u>Vendor</u>	<u>Description</u>	<u>Dept.</u>	<u>Amount</u>
4990 Ronald Reagan LLC	Substation lease	PD	1,519.75
A & E Tire Inc	Tires	PD	770.62
Aaron Sanchez	Police uniform allowance	PD	450.00
Ace Hardware	Supplies	PW	1,743.26
Ace of Blades	Lawn mowing	PW	1,030.00
Advanced Mechanical Services	Service	PW	1,000.00
AP Mountain States, LLC	Rec center construction	ADM	2,705,002.97
Aqua Backflow, Inc.	Mailers	PW	20.00
Arapahoe Rental	Equipment	PW	153.90
Arapahoe YMCA	Donation	ADM	2,500.00
Arby's at 2534	Release developers deposit	ADM	5,177.04
Asphalt Specialties Co., Inc.	Street overlay	PW	473,912.78
Belfiore Properties	Refund of development deposit	ADM	3,945.37
Brandon Copeland	Professional services	ADM	574.68
Brannen Design & Construction	Refund of TCO deposit	ADM	500.00
Browns Hill Engineering & Cont, LLC	Service & instrumentation upgrade	PW	19,535.22
Canyon Systems	Supplies	PW	1,045.00
Card Services	Supplies	ALL	3,748.16
Caselle, Inc	Software maintenance/support	ALL	1,502.00
Catamount Constructors, Inc.	Hydrant meter deposit refund	ADM	1,500.00
CDW Government	Havis parts	PW	1,977.77
Central Weld County Water District	Water	PW	620.98
CenturyLink	Service	PW	4,045.00
CH Diagnostic & Consulting	Analysis	PW	420.00
Chema Tox Laboratory Inc	Blood alcohol test	PD	263.00
Christian Brothers Automotive	Tow and repair	PD	2,085.92
Cintas	Mat service	ALL	724.32
Colorado Analytical Labs	Lab testing	PW	1,025.00
Concrete Conservation, LLC	Equipment	PW	6,500.00
Consolidated Home Supply Ditch &	Trace fees	ADM	900.00
Coren Printing, Inc	Envelopes	ADM	112.00
DBC Irrigation Supply	Supplies	PW	344.39
DES Pipeline Maintenance, LLC	Jet clean	PW	562.50
Don Gardner	CDL physical	PW	85.00
DPC Industries Inc	Chemicals	PW	46,254.92
Drew Perry	Police uniform allowance	PD	450.00
Excelsior K9	K9	PD	9,000.00
Faris Machinery Co.	Supplies	PW	995.00
Felsburg Holt & Ullevig	Professional services	ADM	4,458.89
Ferguson Waterworks	Supplies	PW	210.00
First Class Security Systems	Fire system monitoring	ALL	78.90
First National Bank	Banking Services	ADM	1,099.03
Frontier Fertilizer & Chemical	Chemicals	PW	185.00
Gamez, Shirley Newsom	Mileage	ADM	65.00
General Carbon Corp	Supplies	PW	2,340.80
Glenn A. Jones Library	Library support - Sept 2019	ADM	39,375.00

Town of Johnstown  
List of Bills - September 9, 2019 to September 30, 2019

Grainger, Inc.	Supplies	PW	925.00
Greystone Technology Group	IT support	ALL	2,465.00
Ground Engineering Consultants	YMCA Construction	ADM	6,737.75
H & E Equipment Services, Inc.	Equipment	PW	5,000.00
H.E.S. Elevator Service	Maintenance	ADM	675.00
Hach Company	Chemicals	PW	3,345.72
Hays Market	Supplies	ALL	302.20
Helton & Williamsen, P.C.	Engineering services	ADM	8,331.00
Helton & Williamsen, P.C.	Bill Back - Engineering Services	ADM	8,022.00
Hill & Robbins, PC	Legal services	ADM	1,290.70
Home Depot Pro	Office supplies	ADM	385.17
Honstein Facility Service	Repair exhaust fan switches	PW	2,360.00
IMEG Corp	Engineering services	ADM	26,624.24
Insight North America, LLC	Investment services	ALL	2,681.66
Intermountain WorkMed	Preoffer screening	ADM	141.00
Interstate Battery of the Rockies	Supplies	PW	252.90
InVision GIS	Professional services	ADM	1,378.75
J&L Pipeline Contractors, Inc.	Manhone installation	PW	43,156.70
J&T Consulting, Inc.	Water/sewer project	PW	36,186.70
John Deere Financial	Supplies	PW	29.99
Johnstown Breeze	Publication costs	ADM	43.20
Jones Excavating & Plumbing	Fire hydrant replacement	PW	15,100.00
J-U-B Engineers, Inc.	Engineering services	ADM	3,060.00
Kehr, Bailey	K9 Travel reimbursement	PD	801.66
Kelly Supply Co	Repairs	PW	716.64
Kyle Williams	Police uniform allowance	PD	450.00
La Salle Oil Company	Fuel	PW	907.53
Larimer County Engineering Dept	Permit	PW	300.00
Larimer County Sales Tax Administrator	Use Tax - reimbursement	ADM	8,265.53
Laser Technology	Service unit	PD	281.00
Law Office of Avi Rocklin LLC	Legal services	ADM	7,023.50
Law Office of Avi Rocklin LLC	Bill Back - Legal services	ADM	11,000.50
Lazar, Michael	Municipal court judge	ADM	1,687.50
Lowe's	Supplies	PW	219.46
M & B Pond & Lagoon Inc	Repair	PW	2,100.00
Mac Equipment	Supplies	PW	441.33
Mares Auto Inc.	Service	PW	122.00
Mariposa	Plant maintenance	ADM	85.00
McGeady Becher P.C.	Legal services	ADM	4,015.00
Michael Timme	Police uniform allowance	PD	450.00
Milliken Johnstown Electric	Service	PW	2,989.93
Mission Communications, LLC	Repairs	PW	260.00
Mountain States Lighting	Repair	PW	3,119.25
Mountain States Pipe & Supply	Water meters and mtu's	PW	1,282.60
My Office Etc.	Office supplies	ADM	384.08
Nalco Company LLC	Supplies	PW	2,439.26
Newman	Signs	PW	596.85

Town of Johnstown  
List of Bills - September 9, 2019 to September 30, 2019

NOCO Engineering Company	Water study	ADM	8,868.77
Northern Colorado Field Mowing	Abatement	PD	70.00
Northern Colorado Water	Water assessment	PW	23,894.65
Office Depot Business Credit	Supplies	ALL	443.99
Ostermiller, David	CDL physical	PW	85.00
P3 Partners LLC	Professional services	ADM	20,000.00
Perkins+Will, Inc.	Professional services	ADM	9,395.02
Pinnacol Assurance	deductible	ADM	8,780.06
Pioneer	Pea gravel	PW	307.74
Pipestone Equipment	Equipment	PW	3,423.74
Poudre Valley REA	Utilities	ALL	13,531.84
Prestige Dodge	Replacement parts	PD	242.00
ProCode Inc.	Inspection services	ADM	10,500.00
Reif & Hunsaker PC	Billback - Legal services	ADM	49.00
Rhinehart Oil Co., Inc.	Fuel	ALL	10,893.62
RoadSafe Traffic Systems	Supplies	PW	647.50
Rock Soft Chenille & Embroider	Supplies	PW	191.58
Sam's Club MC/SYNCB	Supplies	ALL	117.42
Southwest Direct, Inc.	Utility bill printing	ADM	2,433.78
TDS	Internet	ALL	512.14
The Home Depot/GECF	Supplies	PW	1,039.21
Town of Estes Park Police Dept	K9 Travel	PD	1,020.87
Town of Johnstown	Petty cash replenish	ALL	399.42
Traffic Signal Controls Inc	Equipment	PW	500.00
Trugreen Chemlawn	Lawn service	PW	6,513.00
Twin Silos, LLC	Reimbursement	ADM	4,000.00
U.S. Postal Service	PD post office box & Postage	PD	259.00
UC Health	Felony blood draws	PD	868.78
UE Compression	Equipment	PW	7,481.38
ULINE	Evidence gloves	PD	47.62
United Power	Utilities	ALL	798.60
USA Bluebook	Supplies	PW	237.77
Utility Notification Center	Tranmissions	PW	697.22
Various Customers	Community center deposit refunds	ADM	885.00
Various Residents	Utility refunds	ADM	3,242.36
Vector Disease Control	Mosquito spraying	PW	3,222.50
Veris Environmental, LLC	Supplies	PW	4,176.76
Waste Management	Trash service	PW	57,261.06
Weld County Dept of Public	Lab services	PW	5,702.50
Winters, Hellerich & Hughes, L	Prosecuting attorney services	ADM	3,723.75
WR Investment, LLC	Reimbursement agreement	ADM	18,400.00
Xcel Energy	Utilities	ALL	18,481.86
Yost Cleaning	Monthly cleaning service	ALL	2,219.00
	Total		3,823,807.98

**Resolution  
No. 2019-20**

**TOWN OF JOHNSTOWN, COLORADO  
RESOLUTION NO. 2019-20**

**A RESOLUTION AUTHORIZING A MAIL BALLOT ELECTION  
FOR THE TOWN OF JOHNSTOWN'S REGULAR MUNICIPAL  
ELECTION SCHEDULED FOR APRIL 7, 2020.**

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

**WHEREAS**, pursuant to the Home Rule Charter, a regular municipal election is to be conducted on April 7, 2020 and

**WHEREAS**, except as otherwise provided in the Home Rule Charter, the election is to be governed by state statutes, including the Colorado Municipal Election Code of 1965, C.R.S. §§ 31-10-101, *et seq.* ("Municipal Election Code"); and

**WHEREAS**, C.R.S. § 31-10-908 provides that a municipality may determine that an election be conducted by mail ballot; and

**WHEREAS**, the Town Council of the Town of Johnstown desires to utilize the mail ballot procedure to increase the likelihood that the election will result in higher voter participation; and

**WHEREAS**, the conduct of a mail ballot election is governed by C.R.S. §§31-10-907-913; and

**WHEREAS**, the Home Rule Charter further provides that the Town Clerk shall be in charge of all activities and duties relating to the conduct of the election; and

**WHEREAS**, Town Council finds that it is in the best interest of the Town of Johnstown to conduct its regular municipal election on April 7, 2020 as a mail ballot election, and to adopt the procedures set forth herein.

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

**Section 1.** Town Council hereby determines that the regular election of the Town of Johnstown to be held on April 7, 2020 shall be conducted as a mail ballot election.

**Section 2.** The Town Clerk is hereby directed to take all action necessary with respect to the conduct of the April 7, 2020 election, following the provisions of the Home Rule Charter and the Municipal Election Code.

**Section 3.** The Accu-vote electronic system shall be used to record votes at said election.

**Section 4.** This Resolution shall be effective as of the date hereof.

PASSED, SIGNED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2019.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

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

By: \_\_\_\_\_  
Gary Lebsack, Mayor

# **Order Granting Liquor License**

<p><b>TOWN OF JOHNSTOWN LIQUOR LICENSING AUTHORITY</b> 450 S. Parish Avenue Johnstown, CO 80534 Phone No. (970) 587-4664</p> <hr/> <p><b>IN THE MATTER OF:</b></p>  <p><b>CAFE MEXICALI-JOHNSTOWN, LLC</b> 4853 Thompson Parkway Johnstown, CO 80534</p>	<p style="text-align: center;"><b>Δ AUTHORITY USE ONLY Δ</b></p> <hr/>
<p><b>ORDER GRANTING HOTEL AND RESTAURANT LIQUOR LICENSE TO CAFE MEXICALI-JOHNSTOWN, LLC</b></p>	

THIS MATTER came before the Town of Johnstown Liquor Licensing Authority (“Authority”) on Cafe Mexicali-Johnstown, LLC’s (“Applicant”) Application for a Hotel and Restaurant License dated August 1, 2019, for a premises located at 4853 Thompson Parkway, Town of Johnstown, State of Colorado (“Application”). Following due and proper notice, the Authority conducted a public hearing on September 16, 2019.

Having considered all relevant and competent evidence admitted at the public hearing, the Authority FINDS AS FOLLOWS:

1. The appropriate fees were paid;
2. The Applicant is entitled to possession of the premises where the license is to be exercised;
3. The Applicant is of good moral character and entitled to hold the liquor license;
4. The location of the premises complies with the zoning requirements; and
5. The reasonable requirements of the designated neighborhood, the desires of the adult inhabitants of the designated neighborhood and the number, type and availability of alcohol beverage outlets support the issuance of the license.

Based on the foregoing, the Authority hereby ORDERS that the Application for a new Hotel and Restaurant License is GRANTED.

Done and dated this \_\_\_ day of September, 2019.

BY THE AUTHORITY:

\_\_\_\_\_  
Gary Lebsack  
Mayor, Town of Johnstown  
Chairperson, Liquor Licensing Authority

ATTEST:

\_\_\_\_\_  
Diana Seele  
Town Clerk

CERTIFICATE OF SERVICE

I hereby certify that on this \_\_\_ day of \_\_\_\_\_, 2019, a true and correct copy of the foregoing Order was sent by certified mail to:

Cafe Mexicali-Johnstown, LLC  
Attn: Richard Krammer  
1812 56th Avenue, Suite D  
Greeley, CO 80634

\_\_\_\_\_  
Diana Seele

# **Order Granting Liquor License**

<p><b>TOWN OF JOHNSTOWN LIQUOR LICENSING AUTHORITY</b> 450 S. Parish Avenue Johnstown, CO 80534 Phone No. (970) 587-4664</p> <hr/> <p><b>IN THE MATTER OF:</b></p>  <p><b>BM NAIL BAR INC.</b> 4900 Larimer Parkway Johnstown, CO 80534</p>	<p style="text-align: center;">Δ AUTHORITY USE ONLY Δ</p> <hr/>
<p><b>ORDER GRANTING BEER AND WINE LIQUOR LICENSE TO BM NAIL BAR INC.</b></p>	

THIS MATTER came before the Town of Johnstown Liquor Licensing Authority (“Authority”) on BM Nail Bar Inc.’s (“Applicant”) Application for a Beer and Wine License dated July 1, 2019, for a premises located at 4900 Larimer Parkway, Town of Johnstown, State of Colorado (“Application”). Following due and proper notice, the Authority conducted a public hearing on September 16, 2019.

Having considered all relevant and competent evidence admitted at the public hearing, the Authority FINDS AS FOLLOWS:

1. The appropriate fees were paid;
2. The Applicant is entitled to possession of the premises where the license is to be exercised;
3. The Applicant is of good moral character and entitled to hold the liquor license;
4. The location of the premises complies with the zoning requirements; and
5. The reasonable requirements of the designated neighborhood, the desires of the adult inhabitants of the designated neighborhood and the number, type and availability of alcohol beverage outlets support the issuance of the license.

Based on the foregoing, the Authority hereby ORDERS that the Application for a new Beer and Wine Liquor License is GRANTED.

Done and dated this \_\_\_ day of September, 2019.

BY THE AUTHORITY:

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Gary Lebsack  
Mayor, Town of Johnstown  
Chairperson, Liquor Licensing Authority

ATTEST:

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Diana Seele  
Town Clerk

CERTIFICATE OF SERVICE

I hereby certify that on this \_\_\_ day of \_\_\_\_\_, 2019, a true and correct copy of the foregoing Order was sent by certified mail to:

BM Nail Bar Inc.  
Attn: Thuy Tran  
469 Territory Lane  
Johnstown, CO 80534

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Diana Seele

# **Water and Sewer Service Agreement**

**ADDENDUM TO WATER AND SEWER SERVICE AGREEMENTS**  
(I-25 Gateway Center)

THIS ADDENDUM TO WATER AND SEWER SERVICE AGREEMENTS (“Addendum”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”), by and between **I-25 GATEWAY CENTER, LLC**, a Colorado limited liability company (“Developer”), and **THE TOWN OF JOHNSTOWN**, a Colorado home-rule municipal corporation, (“Town”), collectively sometimes referred to as the “Parties.”

RECITALS

WHEREAS, on January 12, 1998, the Developer dedicated ten (10) shares of the Consolidated Home Supply Ditch and Reservoir Company to the Town, and the Town provided the Developer with a dedication credit in the amount of 100 acre-feet per year of raw water (“Dedication Credit”), for the development known as the I-25 Gateway Center (“Gateway Center”); and

WHEREAS, based on approval of six phases of the Gateway Center, Filing Nos. 1-6, the Gateway Center is platted for development of fifty-six (56) lots, thirty-two (32) of which are currently occupied; and

WHEREAS, the Parties entered into four water and sewer service agreements for the Gateway Center: (i) a Water and Sewer Service Agreement for Filings 1-3, dated on or about March 15, 1999, allocating 31.12 acre-feet per year of raw water from the Dedication Credit, (ii) a Water and Sewer Service Agreement for Filing 5, dated on or about July 16, 1999, allocating 14.82 acre-feet per year of raw water from the Dedication Credit, (iii) a Water and Sewer Service Agreement for Filing 6, dated on or about April 2, 2001, allocating 15.03 acre-feet per year of raw water from the Dedication Credit, and (iv) a Water and Sewer Service Agreement for Filing No. 4, dated on or about September 5, 2001, allocating 5.18 acre-feet per year of raw water from the Dedication Credit (collectively “WSSAs”); and

WHEREAS, the WSSAs contained preliminary estimates of the raw water demand for the Gateway Center and the Parties agreed to revise the estimates, if warranted, to reflect the actual raw water use; and

WHEREAS, Johnstown Municipal Code § 13-68(h) similarly reserves to the Town the right to review actual water use after development is constructed and operational to require the additional allocation of raw water if actual usage exceeds estimated usage; and

WHEREAS, since execution of the WSSAs, numerous commercial entities commenced operating in the Gateway Center without supplementation of the WSSAs to account for the additional raw water demand; and

WHEREAS, to assess the actual water demand as of the Effective Date of this Addendum, the Town’s Water Engineer conducted an audit and determined that the actual use of

raw water of the thirty-two (32) occupied lots in Filings No. 1-6 in the Gateway Center totals 45.183 acre-feet (“Audit”); and

WHEREAS, based on the findings of the Audit, the Town’s Water Engineer estimates and proposes that the Developer dedicate a total of 79.1 acre-feet of raw water from the Dedication Credit to ensure an adequate water supply for the occupied and unoccupied lots in Filing Nos. 1-6 of the Gateway Center (i.e., 45.183 acre-feet for the occupied lots and 33.917 acre-feet for the unoccupied lots), subject to adjustment as set forth in this Agreement; and

WHEREAS, Developer previously allocated 66.15 acre-feet of water to Town through the WSSAs; and

WHEREAS, Developer is allocating an additional 12.95 acre-feet of water to Town through this Addendum; and

WHEREAS, pursuant to the WSSAs and Johnstown Municipal Code § 13-68(h), the Parties desire to supplement and amend the WSSAs to reflect an allocation of raw water from the Dedication Credit that is consistent with actual use; and

WHEREAS, to effectuate the foregoing and set forth the proper allocation of water for Filing Nos. 1-6 of the Gateway Center, the Parties desire to enter into this Addendum.

#### AGREEMENT

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. Recitals.** The Recitals are incorporated as if fully set forth herein.

**2. Water Allocation and Surplus Dedication Credit.** The Parties agree that 79.1 acre-feet of raw water be allocated from the Dedication Credit to the fifty-six (56) lots in Filings Nos. 1-6 of the Gateway Center. Because the Audit establishes that 45.183 acre-feet of raw water be allocated to the thirty-two (32) occupied lots the Gateway Center, the Developer has a surplus credit in the amount of 33.917 acre-feet of raw water (“Surplus Credit”). The Surplus Credit is calculated as follows:

	<u><b>Acre-Feet Per Year</b></u>
Total Allocation:	79.100
Less: Filing Nos. 1-6	<u>45.183</u>
Surplus Credit:	33.917

The Surplus Credit may be utilized to offset increased water demands for the remaining twenty-four (24) unoccupied lots in the Gateway Center.

**3. Payment of Water Court Transfer Fees.** Upon execution of this Agreement, Developer shall pay to the Town the sum of THREE THOUSAND EIGHT HUNDRED EIGHTY FIVE DOLLARS (\$3,885.00) as payment of the water court transfer fee. This payment is for the additional allocation of 12.95 acre-feet of raw water (25.9 SFE) beyond what has been allocated in the WSSAs. If a subsequent upward adjustment in demand is warranted based on actual water usage, the water court transfer fee shall also be increased based on the then current water court transfer fee.

**4. Commitment to Serve.** Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to Filings Nos. 1-6 of the Gateway Center up to 79.1 acre-feet per year of raw water per year together with the corresponding sanitary sewer service.

**5. Future Review of Water Usage and Dedication Requirements.** In accordance with Section 13-68(h) of the Code, the Town reserves the right to subsequently review actual water usage in Filing Nos. 1-6 of the Gateway Center in the future and, if warranted, to require additional water rights dedication and/or cash-in-lieu payments based on actual water usage. Notwithstanding the fact that the Developer is allocating 79.1 acre-feet of raw water for Filing Nos. 1-6 in the Gateway Center from the total Dedication Credit of 100 acre-feet, the Developer shall not be entitled to sell, allocate or use the remaining 20.9 acre-feet of raw water from the Dedication Credit until at least fifty-one (51) of the fifty-six (56) lots at the Gateway Center are occupied and operational for at least one year (approximately ninety percent (90%) of the development), and a subsequent audit is conducted by the Town's Water Engineer to ensure that sufficient raw water from the Dedication Credit has been allocated to the Gateway Center, unless the Parties otherwise agree in a subsequent written agreement.

**6. 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 THE TOWN:

Town of Johnstown  
Attn: Town Clerk  
450 S. Parish Ave.  
Johnstown, CO 80534

TO DEVELOPER:

I-25 Gateway Center, LLC  
Attn: Dennis Saffell  
P.O. Box 25  
Winter Park, CO 80482

WITH A COPY TO:

Avi Rocklin, Esq.  
Johnstown Town Attorney  
1437 N. Denver Avenue, #330  
Loveland, CO 80538

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, by hand delivery or by electronic mail (“e-mail”) delivery on the condition that the party receiving the e-mail communication acknowledge receipt thereof.

**7. 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 and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties, at a location not more than sixty (60) miles from the Town. If mediation is not successful after a ninety-day (90) period, either Party may then commence an action in a court of competent jurisdiction in Weld County, Colorado, and shall be entitled to such remedies as are provided by law, including the Town’s ordinances.

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

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

**10. 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, to the extent permitted by law, shall be entitled to recover the costs of such proceedings, including reasonable attorney’s fees and reasonable expert witness fees.

**11. Waiver.** The waiver of any breach of any of the provisions of this Addendum 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 Addendum.

**12. Choice of laws.** This Addendum and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any claim, proceeding or action shall be in Weld County, State of Colorado.

**13. Validity of Prior Water and Sewer Service Agreements.** Except as modified herein, the Water and Sewer Service Agreement for Filings 1-3, dated on or about March 15, 1999, the Water and Sewer Service Agreement for Filing 5, dated on or about July 16, 1999, the Water and Sewer Service Agreement for Filing 6, dated on or about April 2, 2001, and the Water and Sewer Service Agreement for Filing No. 4, dated on or about September 5, 2001, shall remain in full force and effect. To the extent of a conflict between this Addendum and the WSSAs, this Addendum shall control.



**AGENDA ITEM 7**

**TOWN MANAGER  
REPORT**



# TOWN OF JOHNSTOWN

## MEMORANDUM

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TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: October 7, 2019

CC: Town Staff  
Local Media

SUBJECT: Departmental Report

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Upcoming Town Council Work Sessions – If there are topics that the Council would like staff to schedule for discussion, please let me know. The following topics are recommended for Council discussion (all meetings will be held in the Town Council Chambers unless otherwise indicated):

- 10/07/2019 – Regular Town Council Meeting
  - 10/21/2019 – Cancelled - Regular Town Council Meeting
  - 11/04/2019 – Regular Town Council Meeting
  - 11/18/2019 – Regular Town Council Meeting
- 

### **Administration, Finance, & Planning**

- *On-line pay stub* – Staff implemented an on-line pay stub process for town employees who are paid through direct deposit. Employees are able to sign into a secure website and access their pay stub directly. Implementing this kind of service will allow the town to save on paper, printing, and staff distribution costs while providing employees enhanced functionality of their pay information.
- *Safety Committee Meeting* – A safety committee meeting was held on September 17, 2019. Department heads serve on this committee. Topics of discussion were reports on safety related training, any accident/incident reports and review the CIRSA property survey. Meetings will be scheduled every other month.
- *CDOT Coordination* – Staff continues to meet regularly with CDOT staff and engineers on several projects that directly affect Johnstown, including the Hwy 60, LCR 16, and Hwy 402/LCR18 interchanges, rebuild of underpasses in the Town’s GMA, utility coordination, and the parallel arterial concept.
- *Conference* – The Planning & Development Director attended the Colorado American Planning Association (CoAPA) conference in mid-September, participating in workshops and lectures on a wide variety of current planning topics, and talking with other planners and directors from across the state.

**The Community That Cares**

- *2020 Budget* – Council’s suggestions are being researched and integrated into the 2020 Budget worksheets. Information for the 2020 Budget document is being compiled and formatted.
- *2020 Fee Schedule* – Is being reviewed and updated for Council’s consideration. This will consolidate all fees into one fee schedule that can then periodically and as necessary be updated by resolution. The fee will also be directly omitted from the municipal code and moving forward all fees in the municipal code will refer to the fee schedule as adopted by resolution.
- *Utility Billing* – Customer payment methods are being reviewed to ensure that we are offering our customers the products that they value at the highest level of security available for those transactions.

## **Police Department**

### ***Training:***

- *Firearms Training* – All officer received annual POST required handgun qualification training. This training also included active scenario-based firearm training.
- *Search and Seizure Training* – Officer Perry and Officer Zoss attended Search and Seizure training and were updated on the most current changes to Search and Seizure laws and court decisions.
- *Breathalyzer Training* – Officer Grounds completed Evidential Breath Alcohol Testing (EBAT). This certifies Officer Grounds to operate the I-9000 Intoxilizer instrument.
- *Active Shooter Training* – Lieutenant Oglesby attended the Active Shooter/Hostile Event Response (ASHER) program meeting with Front Range Fire Authority and the RE5J School District. They are working to implement a standard response policy for all three departments.

### ***Community Policing, Outreach & Miscellaneous Items:***

- *Library Staff Training* – Lieutenant Oglesby conducted a safety talk with the Johnstown Library staff.
- *New K9* – Officer Kehr took custody of her new K9 partner “Vosco” on September 30th. Both will begin their 16-week K9 academy training in October.
- *Town Hall Employee Training* – Lieutenant Oglesby taught Civilian Response to Active Shooter Events (CRASE) to office staff of the Town of Johnstown to prepare them for their response to an active shooter/critical incident event. This training was also conducted for all Public Works employees.
- *New equipment* – Johnstown PD was selected by the Colorado Attorney General’s Office to receive Individual Trauma Action Kits (iTAK) to be issued to every sworn officer on the department. Each kit comes with necessary items such as a tourniquet, trauma shears, hemostatic gauze and other equipment used for life saving measures in the event of an emergency. This equipment was delivered at no charge to the Town.

## **Public Works Department**

### ***Streets, Stormwater, & Parks***

- *Parks* – Sprinkler repairs still continue in our Parks. Town Lake crews have been cleaning up trees and removing goat heads from the trail and outlying areas. Cleanup at Rolling Hills parks is underway. Weeds and over growth have been removed and thinned out.

- *Patching* – Crews have started some street asphalt patches around Town. Mountain View, Estes and Charlotte, CR 3E, Jay, and Idaho have had completed with necessary patches. Crews cut out areas, removed existing asphalt and placed back 6 inches of new asphalt. Staff will be doing miscellaneous patching around Town until asphalt the plants shut down for the season.
- *Road Grading* – 11 miles of road grading were completed. Road included: CR 20C (3 times), CR 3 (3 times), and CR 46 (2 times) and CR 44 (2 times).
- *Slurry seal project* – The slurry seal project has been completed. The project went smooth without any issues. Crews will be placing thermos plastic crosswalks in a few locations where work was completed.
- *Overlay project* – Asphalt specialties has been back working on the punch list for the 2019 overlay project. We are expecting completion of punch list by early October. At that time the two year warranty will commence.
- *Fleet* – Four police cruiser were serviced for oil changes.
- *CR 50* – CR 50 project is getting ready to go out to bid. We are shooting for a late February early March start date. We are anticipating project to be completed by mid-summer.

#### **Water & Wastewater**

- *Water plant* – One of our Variable Frequency Drives (VFD) for our recycle pumps decided it had lived long enough. This unit is about 6 years old. This is another unfortunate cost but everything is back on line. We also had an issue with our #5 high service pump. This pump supplies pressure to the east side of Town. The pump quit working and the #4 pump did not alternate on as needed. We had enough water in the Tanks to help with pressure until staff was able to get it back on line.
- *Central plant* – Final preparation and design is finishing up to get the mixing blowers installed in the lagoon. These pumps will help circulate the wastewater for treatment and help with compliance of our Total Suspended Solids (TSS) limits. This project should get under way soon.
- *Low point* – Flow meters were recalibrated at the wastewater plant. This was part of the Low Point sanitary survey. We have met all dates with the survey and information has been submitted to CDPHE. The other item that needed to be repaired was the temperature probe. This was repaired and documentation was also sent to the state.
- *Fire Hydrants* – Fire hydrants at Idaho and N 1<sup>st</sup> St., and Charlotte and Columbine have been replace. These two Hydrants were part of four that were slated for replacement in 2019. Hydrants were old four inch leads. New hydrant are six inch leads for better fire flow.
- *North water Tank* – Could it be, wait for it, wait for it. Yes!!! The north tank is on line and operational. Staff is able to monitor the North Tank. Tank is cycling and supplying water to the north end of Town.
- *Cemetery* – It was all hands on deck the week of the 23<sup>rd</sup> at the Cemetery. Parks staff assisted water staff on the grounds maintenance. Thank you to all for getting this done. We have hired a tree trimmer to come in and trim as well as remove a few dead trees. Work will begin towards the end of October in order to keep the grounds from being damaged by the trucks.

**AGENDA ITEM 10A**

**Contract for Painting Water Tank**

## **TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** October 7, 2019

**ITEM NUMBER:** 10A.

**SUBJECT:** Water tank painting

**ACTION PROPOSED:** Approve painting prior to budget amendment

**ATTACHMENTS:** 1. Tank quote - National Coating  
2. Tank quote - Coblaco

**PRESENTED BY:** Marco Carani, Director of Public Works

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### **AGENDA ITEM DESCRIPTION:**

Enclosed for your review and consideration is a request for the painting of our two water tanks at the water treatment plant. As you may recall last spring our two water tanks located at our water plant, the outside of the filter building, and one pickup truck were vandalized with graffiti. This occurred in two separate instances. A police report was filed and two individuals were arrested and charged. A claim was filed with CIRSA, our insurance company. Based on the damage, CIRSA issued a check in the amount of \$60,006.60.

Town Staff solicited quotes from the two primary tank painting companies in the region. The amount quoted to paint each tank is \$27,615.00, for a total amount of \$55,230.00. The remaining \$4,256.60 will be used to paint the outside east facing wall of filter building. The remaining \$520.00 will be used at a later date to finish buffing out the pickup truck that was tagged. Town staff was able to remove 95% of graffiti on truck.

The Town logo on the south tank will not be completed at this time as the Town is considering establishing a new brand in the near future. If the brand changes, we will budget funds in the future to have logo painted on one of the tanks. The cost to paint the logo was \$15,000.00.

The scope of work will include:

- Power-wash exterior of water tank, water to be provided by the Town of Johnstown.
- Sand exterior of tank and spot prime any rust areas.
- Apply (1) one coat of Sherwin Williams Pro-Cryl Universal Primer to a DFT of 2-4 mils.
- Then apply (1) one coat of Sherwin Williams 2K water-based Urethane Anti-Graffiti Coating to a DFT of 2-4 mils. Color to be White.

While funds have not been appropriated for this project in the current fiscal year, CIRSA has provided payment for this work to be completed at our convenience. Considering the current weather and season, as well as the availability of the contractor, this work can be completed in October if the Council desires. If approved, a budget amendment will be brought to Town Council before the end of the 2019 fiscal year reflecting this change in the budget. We would use our standard small vendor contract agreement if approved by Council

**LEGAL ADVICE:**

N/A

**FINANCIAL ADVICE:**

A budget amendment will be necessary for this request.

**RECOMMENDED ACTION:** Approve the project to paint the two water towers at the water plant as presented.

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**SUGGESTED MOTIONS:**

**For Approval:**

I move to approve the request for tank painting and building to National Coating in an amount not to exceed \$59,486.60

**For Denial:**

I move to deny the request for tank painting to National Coating.

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**Reviewed and Approved for Presentation:**

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Town Manager

# **Quotes from Contractor**



Integrity. Experience. Quality.

2700 S. Shoshone St.  
Englewood, CO. 80110

(303) 825-0155  
(303) 825-0490 (fax)

September 20, 2019

Town of Johnstown

Attn: Marco Carni – Director of Public Works

**RE: Johnstown WTP Storage Tanks**

**REVISED**

Dear Marco,

We propose to furnish all labor, materials and equipment to perform the following work.

**Scope of Work:** Power-wash exterior of water tank, water to be provided by the Town of Johnstown. Sand exterior of tank and spot prime any rust areas. Apply (1) one coat of Sherwin Williams Pro-Cryl Universal Primer to a DFT of 2-4 mils. Then apply (1) one coat of Sherwin Williams 2K water-based Urethane Anti-Graffiti Coating to a DFT of 2-4 mils. Color to be White. The finish can be either Gloss or Satin.

**Base Bid Amount:           \$27,615.00 Per Tank**

**Scope of Work:** Furnish and apply New Logo on one (1) Water Tank

**Base Bid Amount:           \$15,000.00**

**We exclude the following:**

- 1) Heat, lights, power, pressurized water.
- 2) Repair of damage to our work by others.
- 3) Overtime (Night and Weekend work), beyond our control.
- 4) Liquidated Damages.
- 5) All Permits.
- 6) Sanitary Facilities
- 7) Any Items not specifically mentioned above
- 8) Cost of Bond at 3.5%

Thank you for the opportunity to bid this project for you. Feel free to contact me with any questions at 303-435-6389.

Sincerely,  
**NATIONAL COATINGS, INC.**

*Walter Kraus*

Walter Kraus  
Industrial Estimator  
[w.kraus@nationalcoatingsinc.com](mailto:w.kraus@nationalcoatingsinc.com)



May 13, 2019

Quotation: 201904\_70380\_C

Maurice Pribble  
City of Johnstown  
P.O Box 609  
Johnstown, CO 80534

(O) 970.534.0245  
[mpribble@townofjohnstown.com](mailto:mpribble@townofjohnstown.com)

**Re:** (2) 50' X 55' Tank Exterior Coating

Dear Mr. Maurice,

Coblaco Services, Inc. is pleased to submit the following quotation for the above referenced project. Coblaco Services, Inc. will supply all equipment, labor, and material to perform the following scopes of work:

**Bid Items:**

- (2) 50' X 55' Tank Exterior

**Prior to start of work:**

- Prior to any execution of documents, scheduling and/or mobilization of work the customer shall sign and return a copy of this quote to [marcie@coblaco.com](mailto:marcie@coblaco.com).
- The Contractor and Coblaco personnel shall conduct a pre-job meeting to discuss safety, schedule, and detailed scope prior to mobilization.
- Prior to start of work, a Contractor Supervisor and Coblaco personnel shall review the JSA and discuss any known or potential hazards related to the work site or specified scope.
- Personnel shall wear all proper PPE required for the specific task performed.

**Option 1- Blast/Urethane New Paint System** ..... **\$97,750.00 Each**

1. Media blast exterior per SSPC-SP6 to prepare surface for the new coating system.
2. Apply one (1) coat of Epoxy Primer.
3. Apply one (1) final coat of Urethane Topcoat. Color to be White.

**Option 2- Wash/Urethane Overcoat Paint System** ..... **\$55,000.00 Each**

1. Pressure wash exterior
2. Spot prepare and prime corrosion spots.
3. Apply one (1) coat of Epoxy Tie-coat.
4. Apply one (1) final coat of Urethane Topcoat. Color to be White.

**Building Touch up (East Side & Control Boxes):** ..... **\$2,500.00 Total**

1. Apply Two (2) coats of Latex Topcoat. Color to match existing building. Customer will provide color code.

**Notes and Exclusions:**

- Coblaco Services, Inc. is a QP-1&2 Certified Contractor.
- Quotation contingent on spent water from wash operation to be left on ground.
- Quotation contingent on a Coblaco approved schedule.

May 13, 2019

Quotation: 201904\_70380\_C

- Coblaco will cover the gate that is parallel to the tanks at no more than 25' from tanks.
- Coblaco will install 25' wide drop cloths around the tank to capture media during blast operations.
- Coblaco will not be responsible for migrating dust, media and overspray from blast and paint operations.
- Quotation excludes prevailing wage requirements.
- Quotation excludes a bond. A bond can be provided for an additional 3% of quoted price.
- Quotation excludes any necessary containment, heat or dehumidification to properly prepare, apply, and cure materials per manufacturer's recommendations.
- Quotation excludes any permits needed to perform set scope.
- Quotation excludes any costs associated with unknown inspection requirements, including but not limited to procurement of unknown equipment and or materials, additional time or manpower needed to perform unknown inspections, or unknown quality reporting documentation.
- Any additional work or stand-by-time will be billed at Coblaco Services' current time and materials rate, unless otherwise specified prior to said work being performed.
- Quotation valid for thirty (30) days.
- Payment terms are net thirty (30) days from date of invoice with approved credit application.



**Terms & Conditions:**

The quote offered herein for the above-described scope of work supersedes and revokes any and all prior quotes, offers, understandings, or agreements between Buyer and Coblaco Services with respect to such scope of work, and renders all such prior quotes, offers, understandings, or agreements null and void.

Buyer agrees and acknowledges that the quote offered for the above-described scope of work is based solely on the facts and information provided by Buyer to Coblaco Services. By accepting the quote offered for this scope of work, Buyer represents and warrants that Buyer has made a full disclosure of any and all facts, circumstances, and information which may affect the quote offered herein and/or the scope of work. Buyer agrees that, in the event Buyer later expands its work requirements beyond the scope of work described herein, or if Coblaco Services later discovers or encounters information or circumstances not disclosed by Buyer which have the effect of expanding the scope of work, Coblaco Services reserves the right, in its sole discretion, to alter the amounts, terms, and conditions contained in its original quote. Further, Buyer acknowledges that any such increases set forth by Coblaco Services may not be proportionate to the expansion of the scope of work which necessitates such changes. In the event it becomes necessary for Coblaco Services to exercise its right to alter its original quote offered hereunder due to any change to or expansion of the scope of work by Buyer or by the discovery of additional facts or information affecting the scope of work, Coblaco Services shall communicate a revised quote to Buyer which is consistent with the expanded scope of work. Buyer may accept or reject the new quote not later than five (5) business days following the delivery of such revised quote to Buyer. In the event Buyer rejects such revised quote, or fails to accept the revised quote by the deadline described above, Coblaco Services shall, in its sole discretion, elect to either continue the work for Buyer in accordance with the original quote offered and scope of work, or, in the alternative, cease all work. In the event Coblaco Services elects to cease all work, Buyer agrees and acknowledges that Coblaco Services is discharged from any and all obligations to Buyer with respect to the services to be performed in accordance with the original scope of work, and Buyer further agrees to reimburse Coblaco Services for any and all services actually performed and costs actually incurred by Coblaco Services in connection with the original scope of work. Any such reimbursement owed to Coblaco Services by Buyer shall be paid in the same manner, and on the same schedule, as would have been required of Buyer had Coblaco Services completed the scope of work on the date Coblaco Services elected to cease all work.

An invoice will be issued upon completion of the work and not delivery date. Payment terms are net thirty (30) days from date of invoice with approved credit application. If no credit has been established, payment shall be COD and required at pick up. If the balance due is not received within thirty (30) days from the date of the invoice, late fees will then be applied. A service charge of 1½ percent per month will be assessed on all overdue invoices.

May 13, 2019

Quotation: 201904\_70380\_C

If you have any questions, concerns, or require additional information please feel free to contact me at any time.

Sincerely,



Todd Hudspeth  
Coblaco Services, Inc.  
(303)718-0950  
Coblaco Services, Inc.

**Acceptance of Quotation/Terms & Conditions:**

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**AGENDA ITEM 10B**

**Resolution 2019-21**

**(Johnstown-Milliken School District  
RE5-J Ballot Issues 5A & 5B  
General Election Ballot)**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** October 7, 2019

**ITEM NUMBER:** 10B

**SUBJECT:** Consideration of a Resolution Supporting Johnstown-Milliken School District RE-5J Ballot Issues 5A & 5B on the November 5, 2019 General Election Ballot

**ACTION PROPOSED:** Approve the Resolution of Support for the RE-5J School District Ballot Issues

**ATTACHMENTS:** 1. Resolution 2019-21 Supporting Ballot Issues 5A & 5B

**PRESENTED BY:** Matt LeCerf, Town Manager

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**AGENDA ITEM DESCRIPTION:**

Enclosed for your review and consideration is a resolution of support for the Johnstown-Milliken RE-5J School District Ballot Issues 5A & 5B election in November 2019. The ballot issues are focused on providing both the Johnstown and Milliken communities with new school facilities and enhancing our children's learning opportunities and environment. As we all know, schools are a critical component to the success of a community and are a key starting point to the life-long learning of our youth who are the future of our community. Approval of this resolution would show support for their Ballot measures which will be determined on the November 5, 2019 election schedule.

**LEGAL ADVICE:**

Elected Officials are permitting to take positions related to ballot measures as provided in C.R.S. §1-45-117(1)(b)(III)(A) by passing resolutions related to specific positions on these matters.

**FINANCIAL ADVICE:**

Not Applicable

**RECOMMENDED ACTION:** Approve the Resolution of Support for the RE-5J School District Ballot measures 5A & 5B.

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**SUGGESTED MOTIONS: FOR THE SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT**

**For Approval:**

I move to approve Resolution 2019-21 in support of the Johnstown-Milliken RE-5J School District Ballot Issue 5A & 5B.

**For Denial:**

I move that we deny Resolution 2019-21 in support of the Johnstown-Milliken RE-5J School District Ballot Issue 5A & 5B.

**Reviewed and Approved for Presentation:**

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Town Manager

**Resolution  
No. 2019-21**

**TOWN OF JOHNSTOWN, COLORADO  
RESOLUTION NO. 2019-21**

**SUPPORTING JOHNSTOWN-MILLIKEN SCHOOL DISTRICT RE-5J  
BALLOT ISSUES 5A & 5B ON THE NOVEMBER 5, 2019  
GENERAL ELECTION BALLOT**

**WHEREAS**, the Town of Johnstown (“Town”) and the Johnstown-Milliken School District RE-5J have a strong collaborative partnership; and

**WHEREAS**, the Johnstown-Milliken School District RE-5J is a vital component of the Town, that helps to foster community and inspires a tradition of excellence that drives residents to move to, and businesses to locate in, the Town; and

**WHEREAS**, the Johnstown-Milliken School District RE-5J serves 3,800 students in aging facilities, including, among other facilities, a middle school originally built in 1947 and an elementary school built in 1953; and

**WHEREAS**, based on reasonable projections given the growth in Northern Colorado, the Johnstown-Milliken School District RE-5J expects student enrollment to increase by close to twenty-five percent (25%) in the next ten years; and

**WHEREAS**, the Johnstown-Milliken School District RE-5J has found and determined that its facilities are no longer able to meet the needs of the current and growing student population; and

**WHEREAS**, the Johnstown-Milliken School District RE-5J School Board asked the community to be involved for the last nine months to plan and develop a long range facilities’ plan seeking to address the safety and security needs of the school district, build sufficient capacity to ensure that there is space to grow, improve existing facilities, consider replacement of aging facilities, and design space to readily add more classrooms when needed; and

**WHEREAS**, to accomplish the foregoing and generate revenue to implement the long range facilities plan, the Johnstown-Milliken School District RE-5J placed Ballot Issue 5A & 5B on the November 5, 2019 general election ballot seeking a mill levy increase to issue bonds; and

**WHEREAS**, Ballot Issue 5A will ensure revenues are provided to: expand the career and technical education programs at Milliken Middle School and Roosevelt High School; attract and retain quality teachers and staff; and provide additional safety, security, and mental health personnel across the district; and

**WHEREAS**, Ballot Issue 5B will ensure revenues from a general obligation bond are provided to: construct a new middle school and transportation center in Milliken; acquire land for a future high school and construct at this time a district stadium and athletics complex; provide matching money for an \$8.3 million grant received to construct a new elementary school in the

Town of Johnstown; among other critical needs throughout the RE-5J District; and

**WHEREAS**, Town Council of the Town of Johnstown desires to express public support for Ballot Issue 5A & 5B as the services provided by the Johnstown-Milliken School District RE-5J are instrumental and crucial to the health, safety and welfare of the citizens of the Town of Johnstown and the public; and

**WHEREAS**, C.R.S. §1-45-117(1)(b)(III)(A) authorizes the Town Board to pass a resolution in support of ballot issues.

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

1. The Town Council of the Town of Johnstown hereby supports Ballot Issue 5A and Ballot Issue 5B, which will appear on the November 5, 2019 general election ballot in Weld County.

2. The Town Council of the Town of Johnstown urges the electors of the Johnstown-Milliken School District RE-5J to vote YES on Ballot Issue 5A and Ballot Issue 5B for the betterment of our children, our families, and our community.

**PASSED, ADOPTED, AND APPROVED** at a regular meeting of the Town Council of the Town of Johnstown on this 7<sup>th</sup> day of October, 2019.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: \_\_\_\_\_  
Gary Lebsack, Mayor

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