



***TOWN COUNCIL***

***MEETING PACKET***

**June 15, 2020**



## Town Council Agenda

Monday, June 15, 2020  
450 S. Parish  
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.*

- 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 Special Meeting Minutes – May 26, 2020
  - B) Town Council Meeting minutes June 1, 2020
  - C) Town Council Special Meeting Minutes – June 2, 2020
  - D) May Financials
  - E) \*2<sup>nd</sup> Reading of Ordinance 2020-180, an Ordinance Approving I-25 Gateway Center Filing No 4 PUD Amendment
  - F) Water and Sewer Service Agreement Liberty Development Lot 5
- 7) **TOWN MANAGER REPORT**
- 8) **TOWN ATTORNEY REPORT**
- 9) **OLD BUSINESS**
- 10) **NEW BUSINESS**
  - A. Public Hearing – Transfer of Ownership – Hotel and Restaurant Liquor License #35-31699-0000 from Ajuua Junior to Los Dos Garcia’s, LLC
  - B. I-25 East Frontage Road 12” Water Line Project
  - C. COVID 19 Discussion

11) **COUNCIL REPORTS AND COMMENTS**

12) **MAYOR’S COMMENTS**

**13) EXECUTIVE SESSION**

- A. For the purpose of determining positions relative to matters that may be subject to negotiations, under C.R.S. Section 24-6-402(4)e. – Potential 402 Interchange IGA

**14) 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-F**

### **CONSENT**

### **AGENDA**

- **Special Meeting Minutes – May 26, 2020**
- **Regular Meeting Minutes – June 1, 2020**
- **Special Meeting Minutes – June 2, 2020**
  - **May Financials**
    - **2<sup>nd</sup> Reading of Ordinance 2020-180**
    - **Water and Sewer Service Agreement**

## TOWN COUNCIL AGENDA COMMUNICATION

---

**AGENDA DATE:** June 15, 2020

**ITEM NUMBER:** 6A-F

**SUBJECT:** Consent Agenda

**ACTION PROPOSED:** Approve Consent Agenda

**PRESENTED BY:** Town Clerk, Town Manager, Finance Director

---

**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) Council Special Meeting Minutes – May 26, 2020
- B) Council Regular Meeting Minutes – June 1, 2020
- C) Council Special Meeting Minutes – June 2, 2020
- D) May Financials
- E) \*2<sup>nd</sup> Reading - Ordinance 2020-180, An Ordinance Approving I-25 Gateway Center Filing No. 4 PUD Amendment #3
- F) \*\*Water and Sewer Service Agreement Liberty Development Lot 5 2534 Filing 20

*\* Ordinance 2020-180, was introduced and approved on first reading at the June 1, meeting. This ordinance amends the I-25 Gateway Center Filing No. 4 PUD Outline Development Plan adding vehicle sales and rentals as a conditional use and providing details regarding the display requirements, modifying the standard parking open space length to 18 feet on the condition that the space does not interfere with walkways required by the ADA and provides a minimum width of 6 feet when adjacent to landscaped areas or walkways; removing the right to post temporary signs and removing the requirement that roof colors be dark green.*

*\*\*Enclosed for Council's review and approval is a Water and Sewer Service Agreement for a 2 story 12,578 square foot office building located in 2534 on Lot 5 Liberty Development. The agreement was compiled by town engineers and attorneys, and is in full compliance with Town code.*

---

**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:**

**Council Minutes**  
**(Special Meeting May 26, 2020)**

The Town Council of the Town of Johnstown met on Tuesday, May 26, 2020 at 7:00 p.m. in a virtual meeting for reasons related to COVID19.

Mayor Lebsack led the Pledge of Allegiance.

Roll Call:

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

Councilmember Lemasters was absent.

The following staff members were also present in the remote meeting: Avi Rocklin, Town Attorney, Matt LeCerf, Town Manager, and Jamie Desrosier, Communication Manager.

Agenda Approval

Councilmember Berg made a motion seconded by Councilmember Mellon to approve the Agenda as submitted. Motion carried with a roll call vote.

New Business

A. COVID-19 Update – Consider changes and improvements to accommodate Restaurant and Liquor Licensing during COVID-19- Resolution 2020-15, Resolution Supporting Local Restaurant Establishments and Authorizing the Use of Public Rights of Way and Public Spaces for the Expansion of Business Operations and the Temporary Modification of Liquor License Premises. The Colorado Liquor Enforcement Division adopted Emergency Regulation 47-302(F) to allow on-premises liquor licensed establishments to temporarily expand their licensed premises into sidewalks, streets and parking lots, which will allow restaurants to operate and maintain social distancing. Councilmember Berg made a motion seconded by Councilmember Tallent to approve Resolution 2020-15 and the Temporary Street/Sidewalk Use Permit regulations as presented. Motion carried with a roll call vote.

There being no further business to come before Council the meeting adjourned at 8:10 p.m.

Mayor

Town Clerk

**Council Minutes**  
**(Regular Meeting June 1, 2020)**

The Town Council of the Town of Johnstown met on Monday, June 1, 2020 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 answering present were: Councilmembers Berg, Lemasters, Mellon, Molinar Jr. Tallent and Young

The following staff members were also present: Avi Rocklin, Town Attorney, Matt LeCerf, Town Manager, Marco Carani, Public Works Director, Mitzi McCoy, Finance Director, Kim Meyer, Planning Director, Jamie Desrosier, Communication Manager and Brian Phillips, Police Chief.

Agenda Approval

Councilmember Mellon made a motion seconded by Councilmember Lemasters to approve the Agenda as submitted. Motion carried with a roll call vote.

Consent Agenda

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

- May 18, 2020 Council Meeting Minutes
- List of Bills
- Resolution 2020-16, Authorizing the Town of Johnstown to enter into Agreements with J-25 Land Holdings, LLC and Rocksol Consulting Group, Inc. to act as an Intermediary for Completion of Intersection Improvements; Appropriating Funds

Motion carried with a roll call vote.

New Business

A. Public Hearing – I-25 Gateway Center Filing No. 4 – PUD Amendment #3

The owner, I-25 Gateway Center, LLC, is requesting an amendment to the I-25 Gateway Center Filing No. 4 PUD Outline Development Plan to add vehicle sales and rentals as a conditional use and providing details regarding the display requirements, modifying the standard parking space length to 18 feet on the condition that the space does not interfere with walkways required by the Americans with Disabilities Act and provides a minimum width of 6 feet when adjacent to landscaped areas or walkways; removing the right to post temporary signs; and removing the requirement that roof colors be dark green.

Mayor Lebsack opened the Public Hearing at 7:19 p.m. Mr. Jeff Vogel, Vogel and Associates, representing the applicant was present to answer questions. Having no public comment the public hearing was closed at 7:37 p.m.

Councilmember Berg made a motion seconded by Councilmember Lemasters to approve Ordinance 2020-180, An Ordinance approving I-25 Gateway Center Filing No. Four PUD Amendment No. three, Amending the Outline Development Plan for property located in the Southeast Quarter of Section 3, Township 4 North, Range 68 West of the 6<sup>th</sup> Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, Containing Approximately 45.457 Acres. Motion carried with a roll call vote.

B. Agreement for Professional Services between the Town of Johnstown and Otak, Inc. – The Town issued an RFP for professional design services to design the Little Thompson River Trail Project. The trail will run parallel to the Little Thompson River north of WCR 46.5 to WCR 19. Staff received eight responses to their request, after review of the proposals, staff is recommending Otak, Inc. Councilmember Lemasters made a motion seconded by Councilmember Young to approve the agreement for professional services between the Town of Johnstown and Otak, Inc. as presented with a not to exceed amount of \$118,055 as authorized by the Town Manager. Motion carried with a roll call vote.

COVID 19 update - Weld County Commissioners, Scott James, Barbara Kirkmeyer, and Kevin Ross addressed Council in reference to the letter the Town sent to Weld County requesting they either apply for a county-wide variance or submit a limited variance for the Town of Johnstown to the State as per the Fourth Amended Public Health Order 20-28, to assist Johnstown businesses located in Weld County to open with rules and expectations to keep residents safe and enable the businesses to open without fear of retribution by the State. Commissioners James, Kirkmeyer and Ross presented a letter to Council drafted by Mr. Bruce Barker, Weld County Attorney stating there is no reason to request for a variance from Public Health Order 20-28 as he feels it is not valid and has no legal effect. They also stated Weld County is pro businesses reopening and elected officials have the authority to open up their community in a safe and responsible manner. The Commissioners also stated if businesses were challenged, the businesses would receive support of Weld County. Town Council requested the town attorney draft a Resolution affirming support for businesses to reopen.

There being no further business to come before Council the meeting adjourned at 9:00 p.m.

Mayor

Town Clerk

**Council Minutes**  
**(Special Meeting June 2, 2020)**

The Town Council of the Town of Johnstown met in a Special Meeting on Tuesday, June 2, 2020 at 7:00 p.m. in a virtual meeting for reasons related COVID19.

Mayor Lebsack led the Pledge of Allegiance.

Roll Call:

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

The following staff members were also present in the virtual meeting: Avi Rocklin, Town Attorney, Matt LeCerf, Town Manager and Jamie Desroiser, Communication Manager.

Agenda Approval

Councilmember Lemasters made a motion seconded by Councilmember Young to approve the Agenda. Motion carried with a roll call vote.

New Business

A. Resolution 2020-17 – Resolution Supporting Business Establishments Located in the Weld County Portion of the Town. Resolution 2020-17 was drafted to affirm Council’s support of the reopening of businesses in the Town of Johnstown, consider the position of the county’s orders that allow local businesses to open and endorses the decisions of community businesses to open when using appropriate safety protocols to prevent the spread of COVID-19. Councilmember Tallent made a motion seconded by Councilmember Berg to approve Resolution 2020-17. Motion carried with a roll call vote.

There being no further business to come before Council the meeting adjourned at 7:23 p.m.

Mayor

Town Clerk

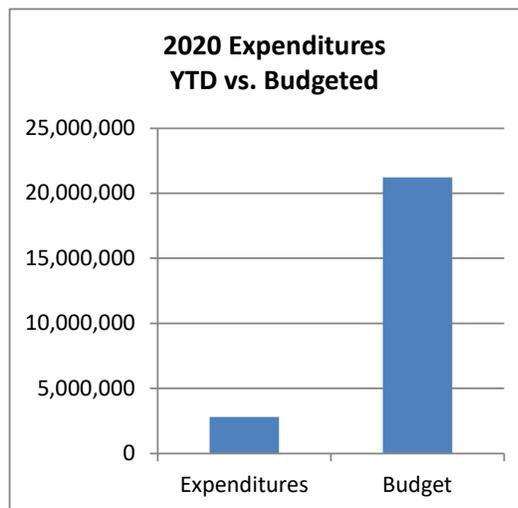
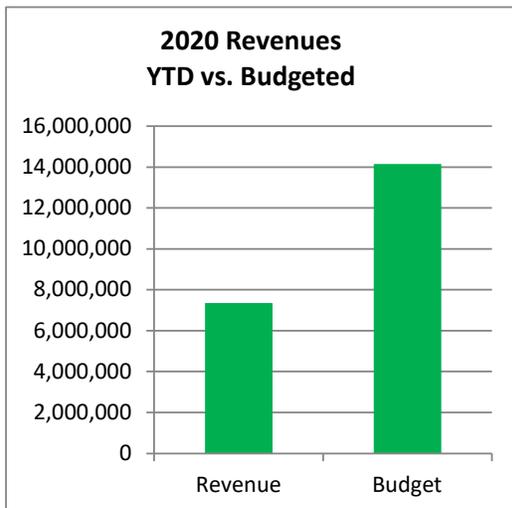
# **Financial Statements**

Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - General Fund  
Period Ending May 31, 2020  
Unaudited

<b>General Fund</b>	2020 Actuals May	2020 Adopted Budget	%
			Complete
Beginning Fund Balance	37,228,247	37,228,247	
<b>Revenues:</b>			
Taxes & Fees	5,852,295	12,631,080	46.3%
Licenses & Permits	1,155,817	828,200	139.6%
Fines & Forfeitures	44,854	171,000	26.2%
Intergovernmental	99,688	15,000	664.6%
Earnings on Investment	117,474	288,000	40.8%
Miscellaneous Revenue	83,972	216,200	38.8%
<i>Transfers In</i>	-	-	
Total Operating Revenues	<u>7,354,101</u>	<u>14,149,480</u>	52.0%
<b>Expenditures:</b>			
Legislative	313,021	978,200	32.0%
Town Manager	101,587	722,750	14.1%
Town Clerk	108,194	338,850	31.9%
Finance	63,292	230,950	27.4%
Planning	184,501	762,600	24.2%
Building Inspections	75,274	236,200	31.9%
Police	1,280,275	3,522,080	36.3%
Public Works	44,173	133,650	33.1%
Buildings	85,509	210,200	40.7%
<i>Transfers Out</i>	542,508	14,097,660	3.8%
Total Expenditures	<u>2,798,333</u>	<u>21,233,140</u>	13.2%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b><u>4,555,767</u></b>	<b><u>(7,083,660)</u></b>	
Prior Period Adjustment			
<b>Ending Fund Balance*</b>	<b><u><u>41,784,014</u></u></b>	<b><u><u>30,144,587</u></u></b>	

\* - Unaudited

42% of the fiscal year has elapsed

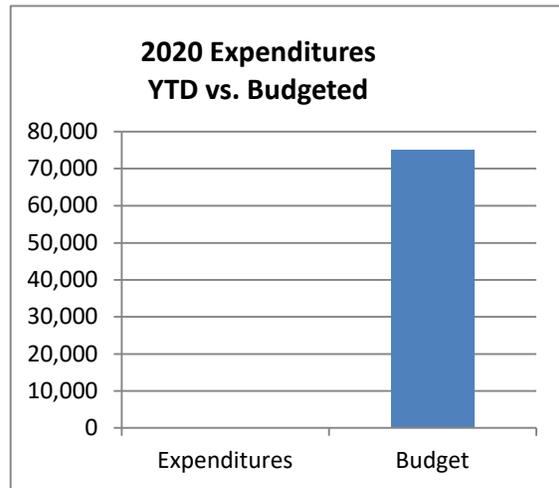
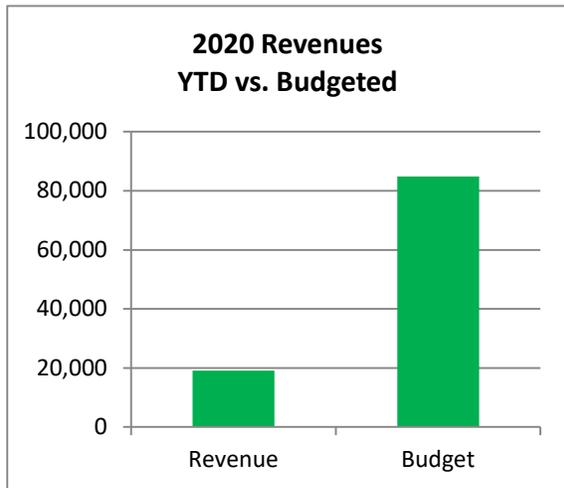


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Conservation Trust Fund  
Period Ending May 31, 2020  
Unaudited

<b>Conservation Trust Fund</b>	2020 Actuals May	2020 Adopted Budget	% Complete
Beginning Fund Balance	0	0	
<b>Revenues:</b>			
Intergovernmental	19,194	84,800	22.6%
Earnings on Investment	-	100	0.0%
<b>Total Operating Revenues</b>	<b>19,194</b>	<b>84,900</b>	<b>22.6%</b>
<b>Expenditures:</b>			
Operations	-	-	
Capital Outlay	-	75,000	0.0%
<b>Total Expenditures</b>	<b>-</b>	<b>75,000</b>	<b>0.0%</b>
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b>19,194</b>	<b>9,900</b>	
<b>Ending Fund Balance*</b>	<b>19,194</b>	<b>9,900</b>	

\* - Unaudited

42% of the fiscal year has elapsed

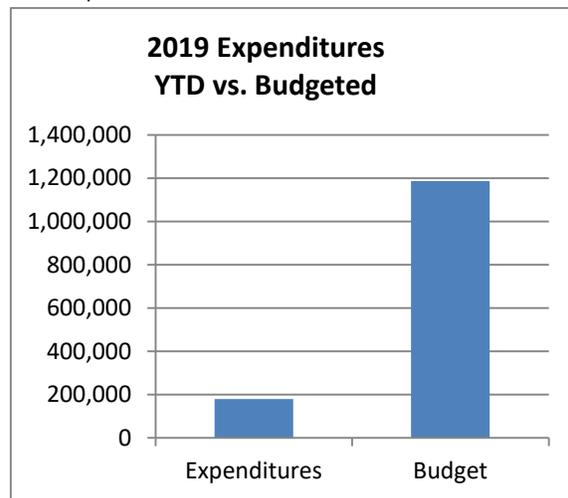
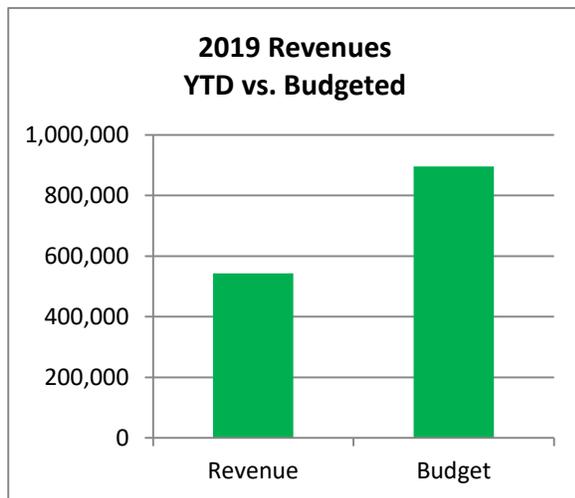


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Parks and Open Space Fund  
Period Ending May 31, 2020  
Unaudited

<b>Parks and Open Space Fund</b>	2020 Actuals May	2020 Adopted Budget	%
			Complete
Beginning Fund Balance	5,544,616	5,544,616	
<b><u>Revenues:</u></b>			
Taxes & Fees	507,667	359,817	141.1%
Miscellaneous Revenue	17,406	315,700	5.5%
Transfers In	0	220,000	0.0%
	<hr/>	<hr/>	
Total Operating Revenues	542,885	895,517	60.6%
<b><u>Expenditures:</u></b>			
Operations	112,186	458,750	24.5%
Capital Outlay	67,002	728,000	9.2%
Transfers Out	-	-	
	<hr/>	<hr/>	
Total Expenditures	179,188	1,186,750	15.1%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>			
	<hr/>	<hr/>	
	363,697	(291,233)	
<b>Ending Fund Balance*</b>			
	<hr/> <hr/>	<hr/> <hr/>	
	5,908,313	5,253,383	

\* - Unaudited

42% of the fiscal year has elapsed

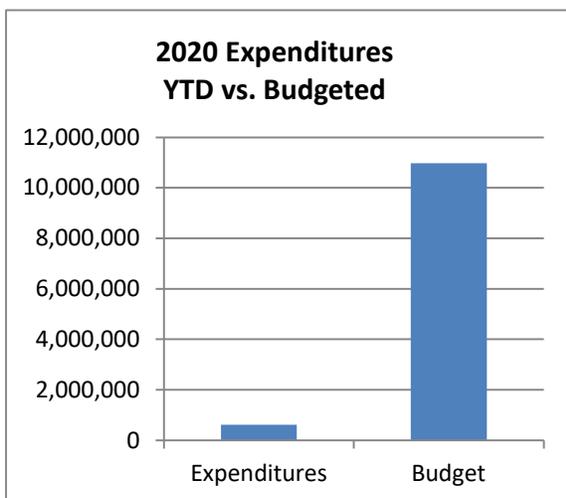
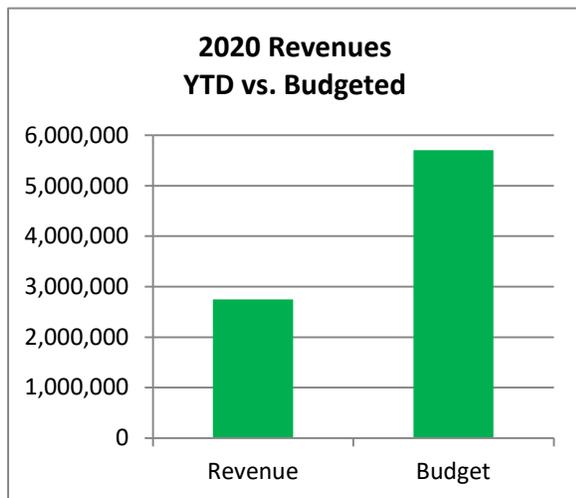


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Street and Alley Fund  
Period Ending May 31, 2020  
Unaudited

<b>Street and Alley Fund</b>	2020 Actuals May	2020 Adopted Budget	%
			Complete
Beginning Fund Balance	8,463,136	8,463,136	
<b><u>Revenues:</u></b>			
Taxes & Fees	875,569	838,000	104.5%
Intergovernmental	105,097	1,511,650	7.0%
Charges for Services	387,211	1,024,000	37.8%
Capital Investment Fees	1,340,451	305,000	439.5%
Earnings on Investment	43,041	27,000	159.4%
Tranfers In	-	2,000,000	0.0%
Total Operating Revenues	<u>2,751,368</u>	<u>5,705,650</u>	48.2%
<b><u>Expenditures:</u></b>			
Operations & Maintenance	556,771	2,284,050	24.4%
Capital	64,311	8,684,500	0.7%
Total Expenditures	<u>621,081</u>	<u>10,968,550</u>	5.7%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<u><b>2,130,287</b></u>	<u><b>(5,262,900)</b></u>	
<b>Ending Fund Balance*</b>	<u><b>10,593,423</b></u>	<u><b>3,200,236</b></u>	

\* - Unaudited

42% of the fiscal year has elapsed

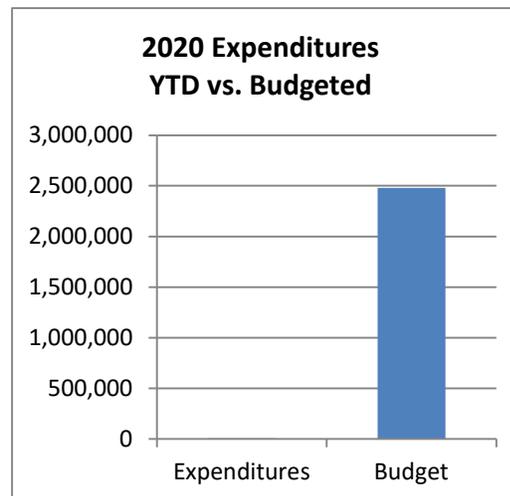
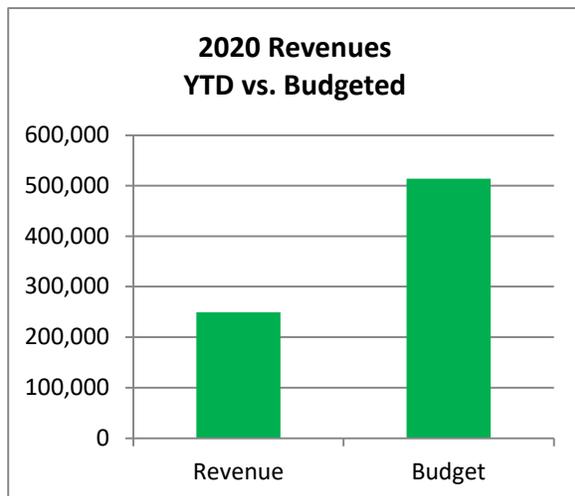


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Capital Projects Fund  
Period Ending May 31, 2020  
Unaudited

<b>Capital Projects Fund</b>	2020 Actuals May	2020 Adopted Budget	%
			Complete
Beginning Fund Balance	10,994,106	10,994,106	
<b><u>Revenues:</u></b>			
Taxes and Fees	191,529	450,000	42.6%
Miscellaneous Revenue	-	-	
Interest	57,413	79,000	72.7%
<i>Transfers In</i>	-	(15,000)	
Total Operating Revenues	<u>248,942</u>	<u>514,000</u>	48.4%
<b><u>Expenditures:</u></b>			
Capital Outlay	7,218	2,479,700	0.0%
<i>Transfers Out</i>	-	-	0.0%
Total Expenditures	<u>7,218</u>	<u>2,479,700</u>	0.3%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b><u>241,724</u></b>	<b><u>(1,965,700)</u></b>	
<b>Ending Fund Balance*</b>	<b><u><u>11,235,830</u></u></b>	<b><u><u>9,028,406</u></u></b>	

\* - Unaudited

42% of the fiscal year has elapsed

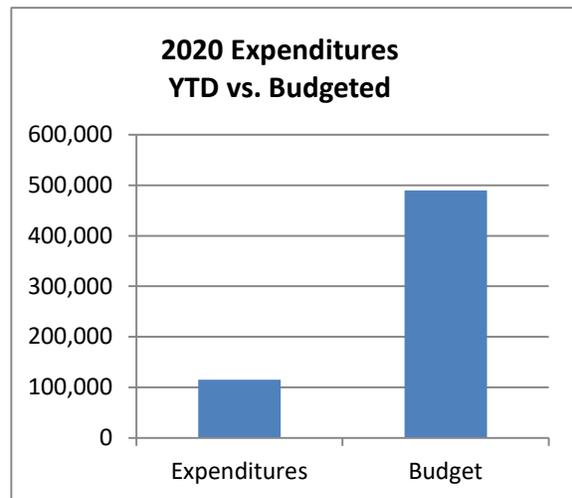
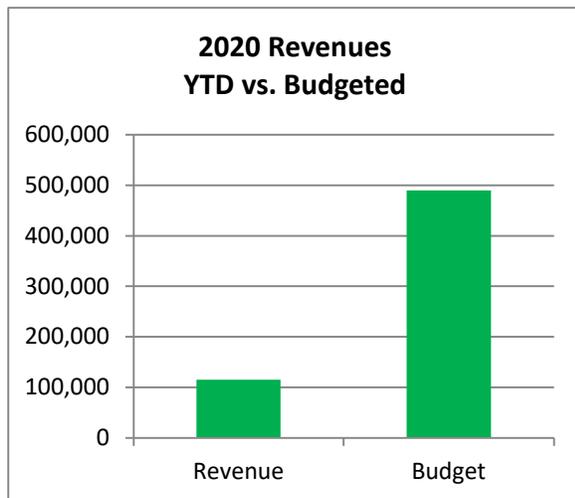


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Tax Allocation Fund  
Period Ending May 31, 2020  
Unaudited

<b>Tax Allocation Fund</b>	2020 Actuals May	2020 Adopted Budget	%
			Complete
Beginning Fund Balance	5,555	5,555	
<b><u>Revenues:</u></b>			
Taxes & Fees	114,706	490,000	23.4%
Earnings on Investment	-	100	0.0%
Total Operating Revenues	<u>114,706</u>	<u>490,100</u>	23.4%
<b><u>Expenditures:</u></b>			
Miscellaneous	<u>114,706</u>	<u>490,000</u>	23.4%
Total Expenditures	<u>114,706</u>	<u>490,000</u>	23.4%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<u><b>0</b></u>	<u><b>100</b></u>	
<b>Ending Fund Balance*</b>	<u><b>5,555</b></u>	<u><b>5,655</b></u>	

\* - Unaudited

42% of the fiscal year has elapsed

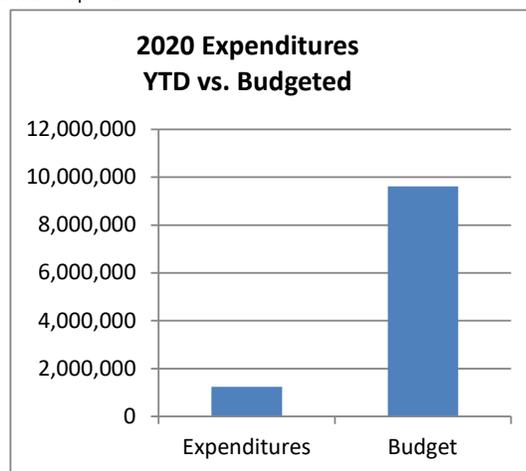
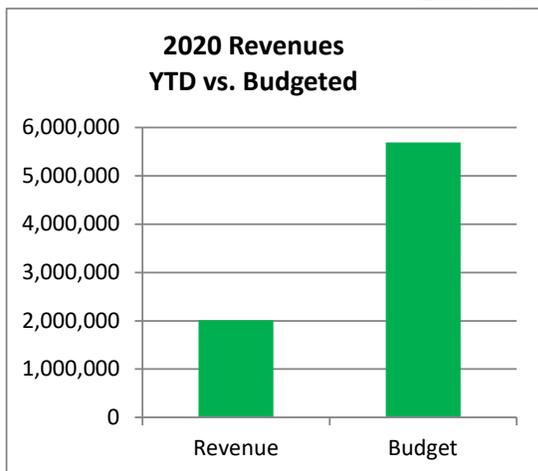


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Water Fund  
Period Ending May 31, 2020  
Unaudited

<b>Water Fund</b>	2020 Actuals May	2020 Adopted Budget	%
			Complete
Beginning Cash Balance	18,054,317	18,054,317	
<b>Revenues:</b>			
Charges for Services	795,624	2,518,000	31.6%
Total Operating Revenues	<u>795,624</u>	<u>2,518,000</u>	31.6%
<b>Expenses:</b>			
Administration	66,310	522,550	12.7%
Operations	702,426	1,887,920	37.2%
Capital Outlay	334,737	6,853,000	4.9%
Depreciation	141,170	355,000	39.8%
Transfers Out	-	-	
Total Operating Expenses	<u>1,244,643</u>	<u>9,618,470</u>	12.9%
Operating Income (Loss)	<u>(449,020)</u>	<u>(7,100,470)</u>	
<b>Non-Operating Revenues (Expenses)</b>			
Tap Fees	531,711	804,625	66.1%
Capital Investment Fees	476,171	100,000	476.2%
Misc. Revenues	127,479	2,144,000	5.9%
Interest Expense	82,053	126,000	65.1%
Total Non-Operating Revenues (Expenses)	<u>1,217,415</u>	<u>3,174,625</u>	38.3%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenses</b>	<b><u>768,395</u></b>	<b><u>(3,925,845)</u></b>	
<b>Ending Cash Balance*</b>	<b><u>18,822,712</u></b>	<b><u>14,128,472</u></b>	

\* - Unaudited

42% of the fiscal year has elapsed

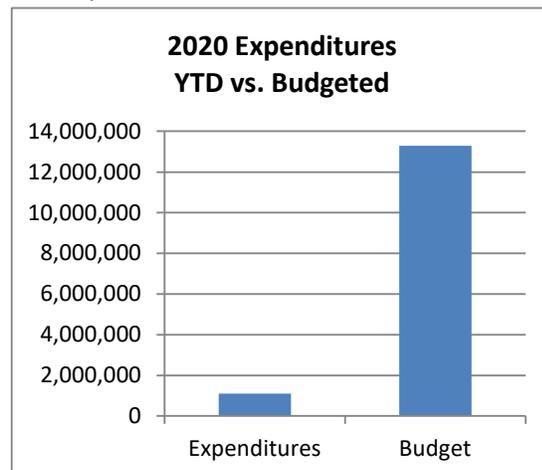
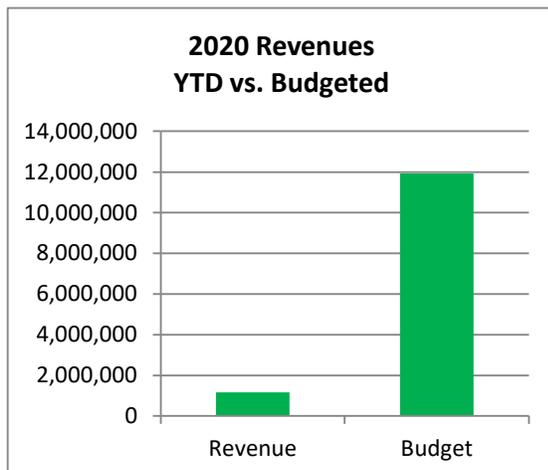


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Sewer Fund  
Period Ending May 31, 2020  
Unaudited

<b>Sewer Fund</b>	2020 Actuals May	2020 Adopted Budget	%
			Complete
Beginning Cash Balance	8,393,987	8,393,987	
<b>Revenues:</b>			
Charges for Services	<u>881,696</u>	<u>1,950,000</u>	45.2%
Total Operating Revenues	<u>881,696</u>	<u>1,950,000</u>	45.2%
<b>Expenses:</b>			
Administration	56,829	310,500	18.3%
Operations	450,272	1,895,870	23.8%
Capital Outlay	516,215	10,874,000	4.7%
Depreciation	<u>80,417</u>	<u>205,000</u>	39.2%
Total Operating Expenses	<u>1,103,733</u>	<u>13,285,370</u>	8.3%
Operating Income (Loss)	<u>(222,037)</u>	<u>(11,335,370)</u>	
<b>Non-Operating Revenues (Expenses)</b>			
Capital Improvement Fees	268,220	660,000	40.6%
Misc. Revenues	5,100	1,001,000	0.5%
Interest Expense	12,458	81,000	15.4%
Transfers	<u>-</u>	<u>10,000,000</u>	0.0%
Total Non-Operating Revenues (Expenses)	<u>285,778</u>	<u>11,742,000</u>	2.4%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenses</b>	<u><b>63,741</b></u>	<u><b>406,630</b></u>	
<b>Ending Cash Balance*</b>	<u><b>8,457,728</b></u>	<u><b>8,800,617</b></u>	

\* - Unaudited

42% of the fiscal year has elapsed

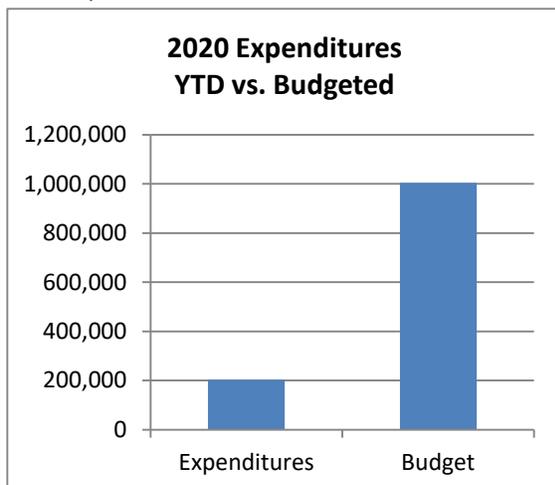
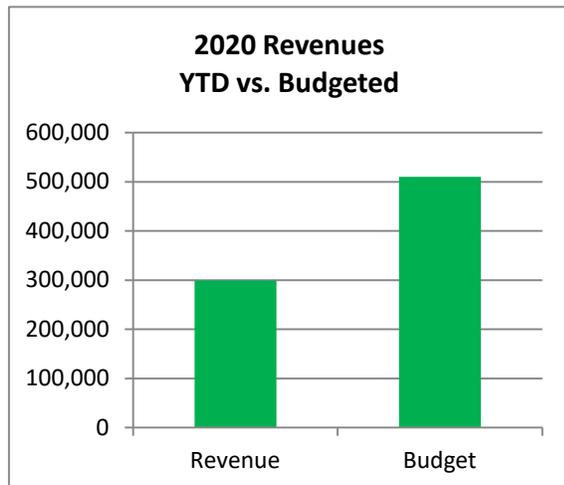


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Drainage Fund  
Period Ending May 31, 2020  
Unaudited

<b>Drainage Fund</b>	2020 Actuals May	2020 Adopted Budget	%
			Complete
Beginning Cash Balance	3,342,074	3,342,074	
<b>Revenues:</b>			
Charges for Services	190,092	435,000	43.7%
Total Operating Revenues	190,092	435,000	43.7%
<b>Expenses:</b>			
Administration	41,223	143,100	28.8%
Operations	102,937	345,900	29.8%
Capital Improvements	58,893	515,000	11.4%
Transfer Out	-	-	
Total Operating Expenses	203,054	1,004,000	20.2%
Operating Income (Loss)	(12,962)	(569,000)	
<b>Non-Operating Revenues (Expenses)</b>			
Capital Revenues	99,619	50,000	199.2%
Misc. Revenues	-	-	
Interest Expense	9,643	25,200	38.3%
Total Non-Operating Revenues (Expenses)	109,262	75,200	145.3%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenses</b>	<b>96,301</b>	<b>(493,800)</b>	
<b>Ending Cash Balance*</b>	<b>3,438,375</b>	<b>2,848,274</b>	

\* - Unaudited

42% of the fiscal year has elapsed

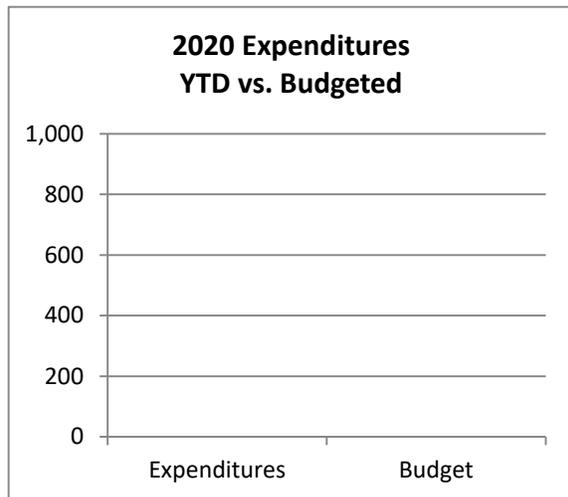
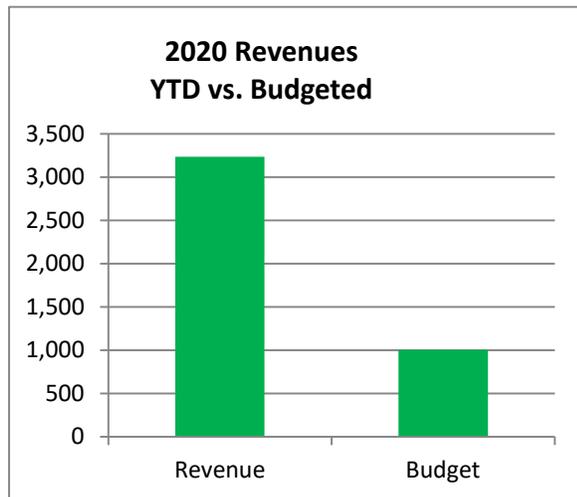


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Cemetery Perpetual Fund  
Period Ending May 31, 2020  
Unaudited

Cemetery Perpetual Fund	2020 Actuals May	2020 Adopted Budget	%
			Complete
Beginning Fund Balance*	125,195	125,195	
<b><u>Revenues:</u></b>			
Miscellaneous Revenue	2,514	903	278.4%
Earnings on Investment	720	100	720.0%
Total Operating Revenues	3,234	1,003	322.4%
<b><u>Expenditures:</u></b>			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b>3,234</b>	<b>1,003</b>	
<b>Ending Fund Balance*</b>	<b>128,429</b>	<b>126,198</b>	

\* - Unaudited

42% of the fiscal year has elapsed

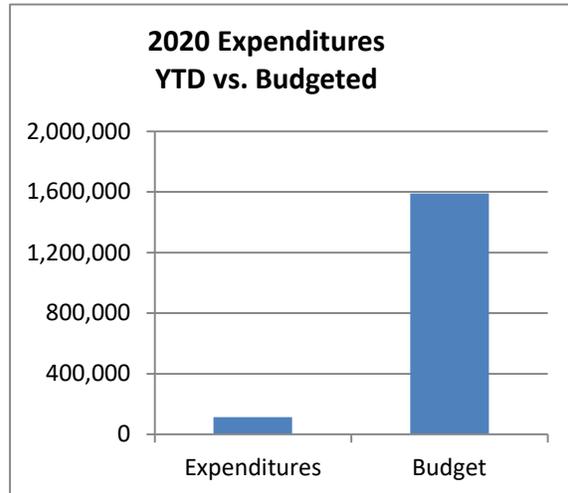
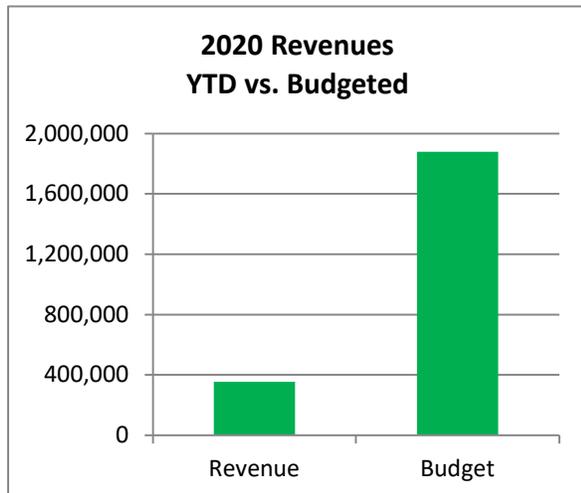


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Library Fund  
Period Ending May 31, 2020  
Unaudited

Library Fund	2020 Actuals May	2020 Adopted Budget	%
			Complete
Beginning Fund Balance	3,491,367	3,491,367	
<b>Revenues:</b>			
Intergovernmental	-	824,716	0.0%
Miscellaneous Revenue	83,885	11,000	762.6%
Capital Investment Fees	268,112	20,000	1340.6%
Interest	1,809	1,500	120.6%
Transfers In	-	1,022,660	0.0%
Total Operating Revenues	<u>353,806</u>	<u>1,879,876</u>	18.8%
<b>Expenditures:</b>			
Operations	113,748	1,589,915	7.2%
Capital Outlay	-	-	0.0%
Total Expenditures	<u>113,748</u>	<u>1,589,915</u>	7.2%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<u><b>240,058</b></u>	<u><b>289,961</b></u>	
<b>Ending Fund Balance*</b>	<u><b>3,731,425</b></u>	<u><b>3,781,328</b></u>	

\* - Unaudited

42% of the fiscal year has elapsed

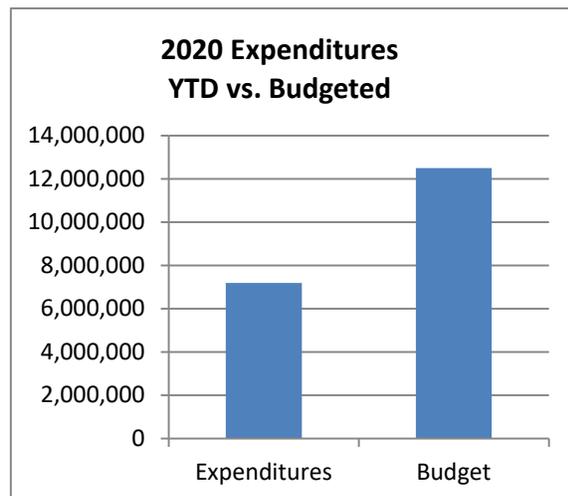
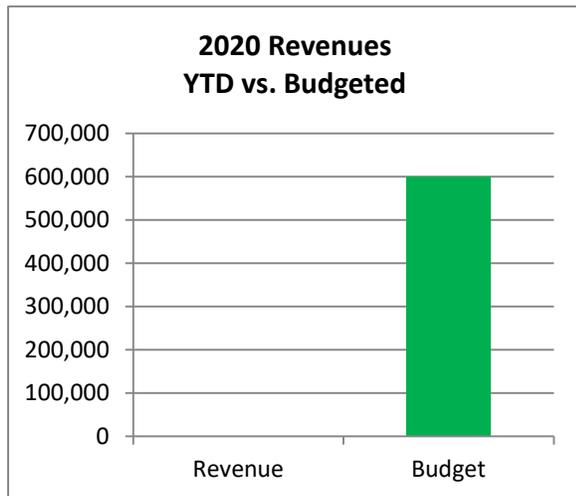


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Recreation Center Fund  
Period Ending May 31, 2020  
Unaudited

Recreation Center Fund	2020 Actuals May	2020 Adopted Budget	%
			Complete
Beginning Fund Balance*	12,000,000	12,000,000	
<b><u>Revenues:</u></b>			
Transfers In	-	600,000	0.0%
Earnings on Investment	-	-	
Total Operating Revenues	<u>-</u>	<u>600,000</u>	0.0%
<b><u>Expenditures:</u></b>			
Operations & Maintenance	-	500,000	0.0%
Capital Outlay	7,191,325	12,000,000	59.9%
Total Expenditures	<u>7,191,325</u>	<u>12,500,000</u>	57.5%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b><u>(7,191,325)</u></b>	<b><u>(11,900,000)</u></b>	
<b>Ending Fund Balance*</b>	<b><u><u>4,808,675</u></u></b>	<b><u><u>100,000</u></u></b>	

\* - Unaudited

42% of the fiscal year has elapsed



# **Ordinance 2020-180**

**TOWN OF JOHNSTOWN, COLORADO  
ORDINANCE NO. 2020-180**

**AN ORDINANCE APPROVING I-25 GATEWAY CENTER FILING NO. FOUR PUD AMENDMENT NO. THREE, AMENDING THE OUTLINE DEVELOPMENT PLAN FOR PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONTAINING APPROXIMATELY 45.457 ACRES.**

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

**WHEREAS**, the Town Council is vested with authority to administer the affairs of the Town; and

**WHEREAS**, I-25 Gateway Center, LLC, a Colorado limited liability company, submitted an application to amend the outline development plan (“ODP”) for Gateway Center Filing No. 4; and

**WHEREAS**, on May 13, 2020, the Planning and Zoning Commission conducted a public hearing and recommended approval of the proposed amendments to the ODP subject to a condition, which condition has been satisfied; and

**WHEREAS**, on June 1, 2020, the Town Council conducted a public hearing to consider the proposed amendments to the ODP, which included: (i) adding vehicle sales and rentals as a conditional use and providing details regarding the display requirements, (ii) modifying the standard parking space length to eighteen (18) feet on the condition that the space does not interfere with walkways required by the Americans with Disabilities Act and provides a minimum width of six (6) feet when adjacent to landscaped areas or walkways; (iii) removing the right to post temporary signs; and (iv) removing the requirement that roof colors be dark green; and

**WHEREAS**, based upon the evidence presented at the public hearing and the recommendation of the Planning and Zoning Commission, the Town Council finds that the proposed amendments to the outline development plan for the I-25 Gateway Center, Filing No. 4, are appropriate and in the best interests of the Town.

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, AS FOLLOWS:**

**Section 1. Approval of Amended Outline Development Plan.** The I-25 Gateway Center, Filing No. Four P.U.D. Amendment No. Three, Outline Development Plan - Final Development

Plan, related to property located in the Southeast Quarter of Section 3, Township 4 North, Range 68 West of the 6<sup>th</sup> Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, containing approximately 45.457 acres, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved.

**Section 2. Publication; Effective Date; Recording.** This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk. Upon its effective date, the Town Clerk is hereby directed to record the I-25 Gateway Center, Filing No. Four-P.U.D. Amendment No. Three, Outline Development Plan-Final Development Plan, as depicted on Exhibit A, with the Office of the Weld County Clerk and Recorder.

**INTRODUCED, AND APPROVED** on first reading by the Town Council of the Town of Johnstown, Colorado, this 15<sup>th</sup> day of June, 2020.



**ATTEST:**  
By: Diana Seele  
Diana Seele, Town Clerk

**TOWN OF JOHNSTOWN, COLORADO**

By: Gary Lebsack  
Gary Lebsack, Mayor

**PASSED UPON FINAL APPROVAL AND ADOPTED** on second reading by the Town Council of the Town of Johnstown, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**TOWN OF JOHNSTOWN, COLORADO**

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

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

# **Water and Sewer Service Agreement**

## WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this 8<sup>th</sup> day of May, 2020, by and between Liberty Development, a Colorado 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 owns an interest in land comprised of approximately 1.93 acres within the Northwest Quarter of Section 14, Township 5 North, Range 68 West of the 6<sup>th</sup> P.M., also known as Liberty Development Lot 5, 2534 Filing 20, more specifically described in the attached Exhibit A (“Subject Property”); and

WHEREAS, the Subject Property is being developed and is to be leased as a 2-story 12,578 square-foot office building (“Project”); and

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

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

**1. Water and Sewer Demand Studies.** In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, as amended, (“Ordinance”), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis (March 24, 2020) for the Project. Said analysis was received by the Town and is on file with the Town and as modified by the Town’s Water Engineer by memorandum dated April 13, 2020, is hereby accepted by the Town. The analysis provided by Developer addresses the projected water and sewer demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	2.82	0.141
Landscape Irrigation (non-potable)	1.32	1.126
Total	4.14	1.267

**2. Water Rights Dedication.**

**a. Potable Supply.** As a result of prior dedications and adjustments associated with the 2534 Development, there is currently a surplus dedication credit with the Town of approximately 31.34 acre-feet per year of potable water. The Parties and the Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the potable water demands of the Project. Evidence of the agreement is attached as Exhibit B.

**b. Non-Potable Supply.** As a result of prior dedications associated with the 2534 Development, there is currently a surplus dedication credit with the Town of approximately 173.61 acre-feet per year of non-potable water under shares from the Farmers Canal. The Parties and the Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the non-potable water demands of the Project. Evidence of the agreement is attached as Exhibit B.

**3. 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 the Project up to 2.82 acre-feet per year of potable water supply together with the corresponding sewer service and up to 1.32 acre-feet per year non-potable water supply for landscape irrigation.

**4. Future review of water usage and dedication requirements.** In accordance with Section 13-68(h) of the Ordinance, the Town reserves the right to review actual water usage within the Project, at a point in time after water usage has been established, to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments based on actual water usage.

**5. Payment of Water Court Transfer fees.** The Water Court transfer fee for both the potable water supply and non-potable water supply was previously paid to the Town as part of the 2534 Water Bank. However, in accordance with the Ordinance, additional fees may be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the parties in accordance with the Town's Ordinance.

**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:

**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. Venue for any claim, proceeding or action shall be in Larimer or Weld County, 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. Recordation.** 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.

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

*Signatures follow on separate pages*



TOWN OF JOHNSTOWN, COLORADO,  
a municipal corporation

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

ATTEST:

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

**EXHIBIT A**

**Legal Description**

## **Liberty Development Lot 5 Legal Description**

Lot 5, 2534 Filing No. 20, being a replat of Lots 2 and 3, Block 1 of Minor Resubdivision of Lot 25, Block 10, 2534 Filing No. 6, situate in the northwest quarter of Section 14, Township 5 North, Range 68 West of the 6<sup>th</sup> Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado.

---

**EXHIBIT B**

**Raw Water Credit Allocation Acknowledgment**

## 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 Company 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 Liberty Lot Development Lot 5, and any successor occupant of the premises at the same location, pursuant to the Water and Sewer Service Agreement between Liberty Development, a Colorado limited liability company, and the Town of Johnstown dated \_\_\_\_\_, 20\_\_\_. The amount of such allocated raw water credit is calculated to be 2.82 acre-feet per year for In-Building Use and 1.48 acre-feet per year for Irrigation Use, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement.

GERRARD FAMILY LIMITED PARTNERSHIP, LLLP



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

5/21/2020

Nathan Gerrard, Partner  
Gerrard Family Limited Partnership, LLLP

THOMPSON RANCH DEVELOPMENT COMPANY



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

5/21/2020

Todd Williams, Vice President  
Thompson Ranch Development Company

**AGENDA ITEM 7**

**Town Manager Report**



# TOWN OF JOHNSTOWN

## MEMORANDUM

---

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: June 15, 2020

CC: Town Staff  
Local Media

SUBJECT: Town Manager's Report

---

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):

- 06/15/2020 – Regular Town Council Meeting
  - 07/06/2020 – Regular Town Council Meeting
  - 07/20/2020 – Regular Town Council Meeting
- 

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

- *Liquor Licenses* – Johnstown Plaza Liquors, Red Barn Liquors, Candlelight Dinner Playhouse and Johnstown Liquors renewal applications have been submitted to the State for approval. Lazy Dog Tavern has been issued a Temporary Modification of Premises License. Bonefish Grill has submitted paperwork for a Temporary Modification of Premises License. Red Barn Liquors has been issued a Liquor Tastings Permit.
- *Municipal Court* – Municipal Court resumed court appearances on Monday, June 8, 2020. Two sessions were held, as the March, April and May court cases had to be continued due to the COVID-19 situation. Precautions were taken to maintain the safety of staff, municipal judge and prosecuting attorney.
- *2019 Audit* – The audit will commence on June 15 and auditors will be onsite Tuesday and Wednesday of that week.
- *HUTF Report* – The annual highway users tax report has been filed with the state and will be included in the audited financials when complete.
- *Comprehensive Plan* – Staff is working with Logan Simpson to wrap up Phase I, which included community engagement and stakeholder discussions (school districts, fire districts, neighboring towns and counties, HOAs, business owners), with a remote Town Hall meeting scheduled for Wednesday, June 17 at 7 PM. This Town Hall meeting will provide a synopsis of what we have heard thus far, provide another avenue to collect input, and kick off Phase 2 of the project. Phase 2 looks at Visioning and Opportunities.

**The Community That Cares**

The website will be updated as written summaries and drafts are forthcoming, as well as other changes to gather input.

- *Development Interest* – Staff continues to meet with and discuss a variety of projects – both pending and prospective – throughout town. We anticipate three annexation applications moving forward in the next few months, totally 546 acres; several residential subdivisions; as well as new interest in developing a range of multi-family and “carriage house”-type options. Individual site development continues in the 2534/Johnstown Plaza area.
- *Wireless Development* – Staff has worked with Tilson Tech on a new Master License Agreement, utilizing existing templates, to be able to use the Town’s rights-of-way for small cell wireless facilities. No specific locations have yet been applied for or identified. The MLA only licenses the *use* of the right-of-way.
- *CARES Act Funding* – The Town has participated in 5 calls regarding the CARES Act funding which is being distributed by the State through DOLA. Funding qualifications are extremely rigid and we are working with both County governments to negotiate agreements regarding the distribution of this funding. Agreements must be in place not later than July 7.

## **Police Department**

### ***Training***

- *Buildings* – Lights in the Police Department parking lot were repaired by staff. Clear plastic sheeting was also installed at some of the work stations for staff to be protected from any possible COVID-19 issues.

## **Public Works Department**

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

- *Cemetery* – Crews are working hard with cutting and trimming at the cemetery. We have hired a surveyor to plot the Cemetery area where the columbarium is to be placed. The columbarium will be located on the SE corner of the Cemetery. Once completed, a pad will be poured to prepare for the placement of the columbarium. We will be bringing an award request to Council for the unit in July.
- *Parks* – Staff is continuing to disinfect playground equipment on a daily schedule, except on the weekends. Grass is green and growing and keeping crews busy.
- *Streets* – Grading of CR 3 has become a weekly event due to extra traffic from the closure of the East Frontage Road. Mag chloride has been added to CR3 and 20C to help with dust control and prevent wash boarding and ruts. Staff also graded CR 44 and 46 twice in the last couple weeks.
- *Downtown* – Flowers were installed in the Downtown planters
- *Cross walk* – Staff has installed the new ramp for the crosswalk at Molinar and Parish Ave. leading to the YMCA. Pedestrian light should be installed by June 19. Another cross walk will be installed at Herrera in front of the Post Office for safer crossing from the East. Currently, we do not anticipate this being a lighted walk; just a signed walk with street markings.
- *CR 50* – The CR50 project has started. Connell resources began work on the June 8. Work is scheduled to be finished by early September.

- *Chapman Reservoir* – A new staff gauge was installed to help with visual reading. Mountain View Farms, Inc. and the Town have shared in the cost. This was a request from the Water Commissioner for our area.
- *Sewer lines* – Inspections of some sewer lines were done to survey the need for replacement. Approximately 1000 feet of video lines are under review. Cleaning of lines is also being done around Town. Staff is also getting quotes for some manhole rehabilitation work to be completed this year.
- *Water lines* – We have gone out to bid for the installation of a 12 inch waterline running 1700 linear feet south from the East Frontage Road and Ronald Reagan Blvd intersection. This project is part of an agreement between Johnstown, Little Thompson Water District, and CDOT. CDOT is funding this project and Little Thompson is making the Town whole with water shares. We will also be bidding out the replacement of the Columbine waterline between N. 2<sup>nd</sup> and Charlotte in the next two weeks.
- *Storm* – Design for the Old Town storm project is about 70% completed. This project will include multiple inlets and piping in and around Greeley, Fremont and Estes area. Along with inlets and piping, new roadway construction of certain areas will be added to control the surface runoff. We are hope to get a DOLA grant for some of the funding for this project. The grant application is due by August 1.

#### ***Water and Wastewater Plants***

- *Central Plant WWTP* – The aeration project at the Central WWTP is finally complete. The manual bar screen was installed to finish the project. The new polymer skid installation has improved TSS. Installation of auto samplers are being done at both plants. Replacement of Pond #2 VFD has been completed.
- *Low Point Expansion* – Aqua Engineering continues to assess our plant as required by CDPHE. They are also working on the expansion design.
- *Water plant* – Tank vents were installed on the two 750,000-gallon tanks. These were the last items to be completed for the 2018 Sanitary survey that was conducted by CDPHE. Unfortunately, during installation of the vent on the south tank, it was discovered that the supports on the roof were decaying. We are looking to get some estimates to either repair or replace the roof in 2021. Two new polymer pumps were purchased and installed. Re-modified one of the two alum tanks at the plant to use for polymer storage. We are still waiting on the new solenoid valves that were damaged during the flood at the plant.

**AGENDA ITEM 10A**

**Public Hearing  
Transfer of Hotel & Restaurant License**

## LIQUOR LICENSE PUBLIC HEARING PROCEDURE –

### Transfer of Ownership Ajuua Junior, LLC

1. Open public hearing.
2. Receive information from staff.
3. Receive information from applicant.
4. Receive information from “parties in interest.” Parties in interest may also cross-examine the applicant.

(Parties in interest include adult residents of the designated neighborhood, the owner or manager of any business located within the designated neighborhood and the representative of any school within 500 feet of the proposed license. The representative of any organized neighborhood group within the designated neighborhood may present evidence, but may not cross-examine witnesses.)

5. Discretionary: Receive information from “others.” *(Only if the testimony would aid Council in considering the application.)*
6. Additional questions from Council, if any.
6. Close the public hearing. *(No more questions from Council.)*
7. Discussion and deliberation among Council.
8. Make a decision and/or motion from Council.

### SUGGESTED MOTIONS

For Approval: I move to approve the Application for a Transfer of Ownership for the Hotel & Restaurant License from Ajuua Junior, LLC to Los Dos Garcia’s LLC

For Denial: I move to deny approval of the Application for a Transfer of Ownership for the Hotel & Restaurant License from Ajuua Junior, LLC to Lost Dos Garcia’s LLC.

## TOWN COUNCIL AGENDA COMMUNICATION

---

**AGENDA DATE:** June 15, 2020

**ITEM NUMBER:** 10A

**SUBJECT:** **Public Hearing** – Consider Transfer of Ownership for Ajuua Junior, LLC License

**ACTION PROPOSED:** Approve the Application for Transfer of Ownership

**ATTACHMENTS:**

1. Application for Transfer of Ownership
2. Diagram of the Premises
3. Police Report

**PRESENTED BY:** Town Clerk and Town Attorney

---

**AGENDA ITEM DESCRIPTION:**

Los Dos Garcia's, LLC a Colorado limited liability company, 1324 W 111<sup>th</sup> Place, Northglenn, Co 80234 has submitted an application to the Town for a Transfer of Ownership for Ajuua Junior LLC located at 257 Johnstown Center Drive #104, and, pursuant to state law, for any transfer of ownership, application must be made to the State and local licensing authorities. The key issue in considering such an application is the "character of the applicant." The Police Department report is attached for your reference and shows no problems with the proposed transfer of ownership. The Town Attorney has reviewed all of the documents and has indicated that the documentation complies with the requirements under State law. Based upon the review, the Town is recommending approval of the transfer of the Hotel & Restaurant License for Ajuua Junior, LLC to Los Dos Garcias, LLC.

The Town Council acts as the Local Licensing Authority and is responsible for reviewing,

**LEGAL ADVICE:**

The Town Attorney has reviewed the documentation and has indicated that the submittals have complied with State law.

**FINANCIAL ADVICE:** N/A.

**RECOMMENDED ACTION:** Approve the request for Transfer of Ownership of the Hotel & Restaurant License for Ajuua Junior, LLC.

---

**SUGGESTED MOTIONS:**

**For Approval:**

I move to approve the application for the Transfer of Ownership for the Hotel & Restaurant License from Ajuua Junior, LLC. to Los Dos Garcia's LLC.

**For Denial:**

I move to deny approval of the application for the Transfer of Ownership for Hotel & Restaurant License from Ajuua Junior, LLC. to Los Dos Garcia's LLC.

**Reviewed and Approved for Presentation:**

---

Town Manager



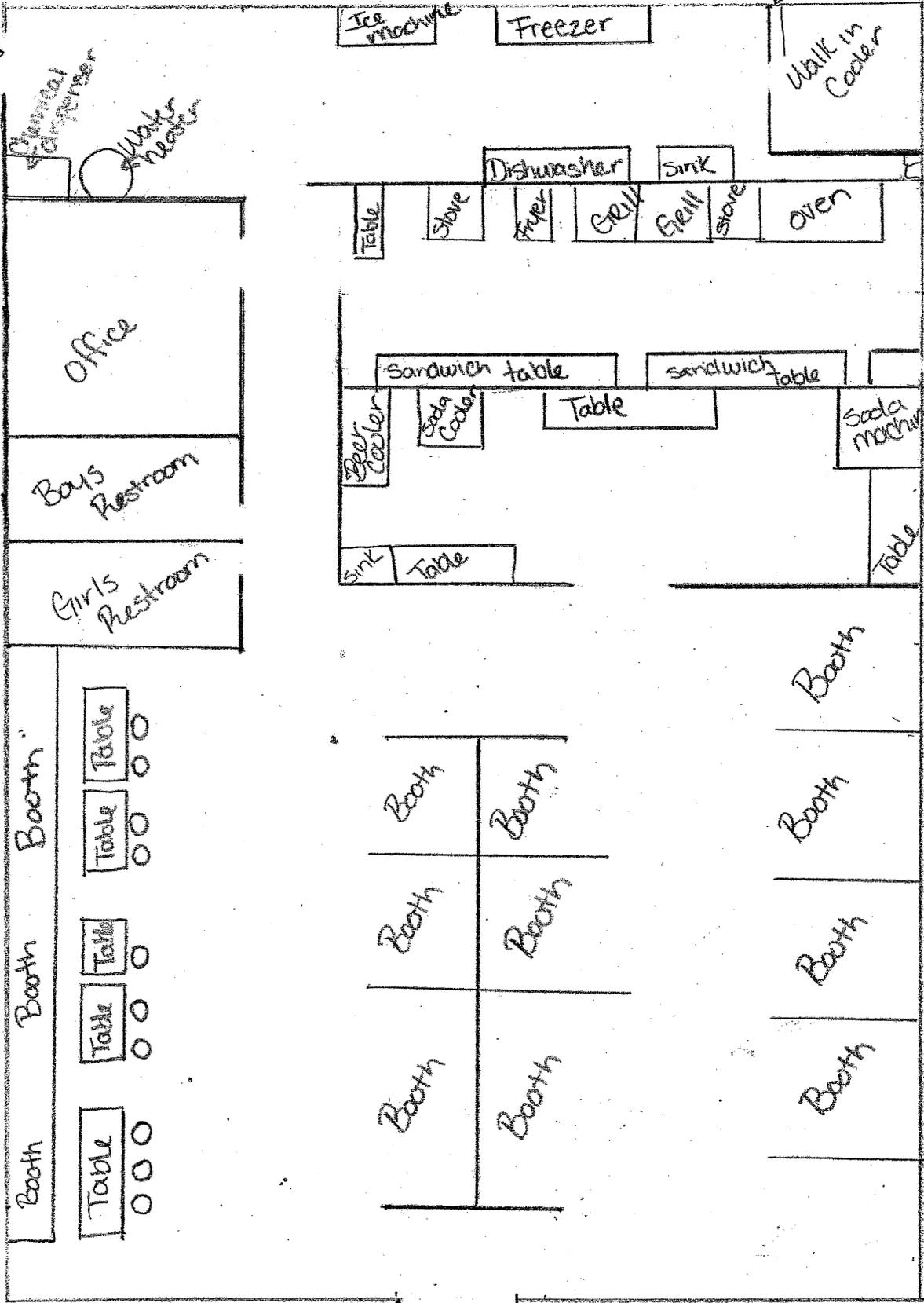
Name <b>Los Dos Garcia's Mexican Restaurant</b>	Type of License <b>Hotel - Restaurant</b>	Account Number -		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Waiver by local ordinance? <input type="checkbox"/> <input checked="" type="checkbox"/>				
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13 b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:				
Landlord <b>Tus Nua, LLC</b>	Tenant <b>Los Dos Garcia's LLC</b>	Expires <b>01-31-2020</b>		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
<b>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</b>				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:				
Has a local ordinance or resolution authorizing optional premises been adopted?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Number of additional Optional Premise areas requested. (See license fee chart) _____				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
<b>MA</b>				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?		<input type="checkbox"/> <input type="checkbox"/>		
If "yes" a copy of license must be attached.		<b>MA</b>		

Name <b>Los Dos Garcias LLC</b>	Type of License <b>Hotel-Restaurant</b>	Account Number <b>5-1111</b>		
<b>20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation</b>				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		Yes <input type="checkbox"/> No <input type="checkbox"/>		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		Yes <input type="checkbox"/> No <input type="checkbox"/>		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<b>21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</b>				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>22. Campus Liquor Complex applicants answer the following:</b>				
a. Is the applicant an institution of higher education?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? <b>If "yes" please provide a copy of the contract with the institution of higher education to provide food services.</b>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<b>23. For all on-premises applicants.</b>				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager <b>Garcia</b>		First Name of Manager <b>Jesus</b>		
<b>24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.</b>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<b>25. Related Facility - Campus Liquor Complex applicants answer the following:</b>				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.		Yes <input type="checkbox"/> No <input type="checkbox"/>		
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
<b>26. Tax Information.</b>				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<b>27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.</b>				
Name <b>Jesus Garcia L</b>	Home Address, City & State <b>1324 Wilth Pl Northglenn Co 80234</b>	DOB <b>6-17-1977</b>	Position <b>President</b>	%Owned <b>40%</b>
Name <b>Jessica Garcia P</b>	Home Address, City & State <b>1324 W Wilth Pl Northglenn Co. 80234</b>	DOB <b>1-17-1977</b>	Position <b>Manager</b>	%Owned <b>30%</b>
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name <i>Los Dos Garcia's LLC</i>	Type of License <i>Hotel - Restaurant</i>	Account Number <i>---</i>
<b>Oath Of Applicant</b>		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature <i>Jessica Garcia P.</i>	Printed Name and Title <i>Jessica Garcia P.</i>	Date <i>03-02-2020</i>
<b>Report and Approval of Local Licensing Authority (City/County)</b>		
Date application filed with local authority <i>March 12, 2020</i>	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)	
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:		
<input type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants		
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license		
(Check One)		
<input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority		
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	Yes	No
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	<input type="checkbox"/>	<input type="checkbox"/>
<b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	<input type="checkbox"/>	<input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. <b>Therefore, this application is approved.</b>		
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date
		Date

# **Diagram of Premises**

Back door



Windows

Windows

Front Door

Unit 104  
1,834 SF

# **Police Report**

**TOWN OF JOHNSTOWN POLICE DEPARTMENT**

**Information 3.2% Beer or Liquor Application**

- Name and address of Applicant} Los Dos Garcias LLC.  
257 Johnstown Center  
Johnstown, CO 80534
1. Trade Name and Address} Los Dos Garcias, Mexican Restaurant  
257 Johnstown Center  
Johnstown, CO 80534
2. Date of Application: March 12, 2020
3. Type of Application: Hotel & Restaurant License
4. Documents Accompanying Application
- A. Local and State License Fees} Submitted with application
  - B. Evidence of Correct Zoning} PUD
  - C. Building Plans and or Sketch of Interior} Submitted
  - D. Distance from School as per State} N/A
  - E. Deed or Lease or Assignment of Lease or Ownership} Lease
5. Evidence of Public Notice
- A. Posting of Premises} Posted May 28, 2020
  - B. Legal Publication } Johnstown Breeze May 28, 2020
6. Investigation: Police Department Case#}
- A. Applicant has made application for a Transfer of a Hotel & Restaurant License.
  - B. Background Investigation: Applicant has been fingerprinted and background check completed
8. Findings of fact:
- A. The required fees were submitted.
  - B. It is my recommendation the Transfer be approved.

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

  
\_\_\_\_\_  
DATE

**AGENDA ITEM 10B**

**I-25 East Frontage Road 12” Water Line  
Project**

## **TOWN COUNCIL AGENDA COMMUNICATION**

---

**AGENDA DATE:** June 15, 2020

**ITEM NUMBER:** 10B

**SUBJECT:** I-25 East Frontage Road 12” Water Line Project

**ACTION PROPOSED:** Approve Staff to Award Project and Hire Contractor

**ATTACHMENTS:**

1. Resolution 2020-18
2. Construction drawings
3. Bid Packet

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

---

### **AGENDA ITEM DESCRIPTION:**

Enclosed for your review and consideration is a request to permit the Town Manager to execute a contract to hire based on the low bid and qualifications a Contractor to install a 12” water line on the I-25 East frontage Road, from Ronald Reagan Blvd. The water line section is approximately 1700 feet.

Johnstown has been working with Little Thompson Water District to transfer water customers from Little Thompson Water District (LTWD) to Town of Johnstown Water. This agreement came forward when CDOT started the construction of Segment 5. The original scope of work for CDOT, was to replace Little Thompson’s line under I-25. After some discussion with all parties and in an effort to control the overall project costs, an agreement was put in place to transfer customers to the Town and to install a new 12” water line down the East Frontage Road, as well as transfer water services to three homes on the East Frontage Road and 7-11 on Hwy 34. CDOT is funding this project with the cost saving they will experience by not installing the line for Little Thompson (LTWD). Cost for the construction portion of the project is not expected to exceed \$190,000.

CDOT’s time frame for completion of this water line is the end of July 2020. We hired Tait Engineering to design this project. Bids have been sent out to 4 local contractors: J&L Pipeline, Northern Colorado Constructors, Temple Construction, and Dunrite Excavating. Bids are due back on Monday June 22, 2020. With the short time frame required by CDOT and the extra week between this and the next Council meeting (July 6, 2020) staff is requesting to permit the Town Manager to award this project to the low most qualified bidder not to exceed the amount of \$190,000 to be reimbursed by CDOT in order to expedite this project. A budget amendment has already been approved for this project simply on a revenue in, expenditure out basis.

### **LEGAL ADVICE:**

The resolution presented for consideration has been drafted by the Town Attorney.

### **FINANCIAL ADVICE:**

The net impact to the budget is \$0.

**RECOMMENDED ACTION:** Approve the Resolution as presented.

---

**SUGGESTED MOTIONS:**

**For Approval:**

I move that we approve Resolution 2020-18 to permit the Town Manger to execute a contract for the East Frontage waterline project based on the low bid and most qualified contractor for this project not to exceed \$190,000.00.

**For Denial:**

I move that we deny Resolution 2020-18 and require staff to provide the final bids to Council for consideration.

---

**Reviewed and Approved for Presentation:**

\_\_\_\_\_  
Town Manager

**Resolution  
No. 2020-18**

**TOWN OF JOHNSTOWN, COLORADO  
RESOLUTION NO. 2020-18**

**AUTHORIZING THE TOWN MANAGER TO AWARD CONTRACT  
TO THE LOWEST RESPONSIBLE AND QUALIFIED BIDDER FOR  
CONSTRUCTION OF THE WATER LINE IMPROVEMENTS  
REFERENCED IN STATE PROJECT IM 0253-255 (21506)**

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

**WHEREAS**, the Town Council is vested with authority to administer the affairs of the Town; and

**WHEREAS**, the State of Colorado, by and through the Colorado Department of Transportation (“CDOT”), budgeted and appropriated funds for water line improvements along Interstate 25 between State Highway 402 and State Highway 14, and designated the project as “Project IM 0253-255 (21506)” (“Project”); and

**WHEREAS**, CDOT requested that the Town undertake construction of the Project with funding from the State of Colorado, and, on May 4, 2020, the Town Council approved a contract with the State of Colorado for the Project (“Contract”); and

**WHEREAS**, to timely satisfy the terms of the Contract, Town Council desires to authorize the Town Manager to award a contract for the construction of the Project to the lowest responsible and qualified bidder; and

**WHEREAS**, Town Council finds that it is in the best interest of the Town to adopt this Resolution related to construction of the Project.

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

**Section 1:** Town Council hereby authorizes the Town Manager to award a contract for the construction of the waterline improvements referenced in State of Colorado Project IM 0253-255 (21506) to the lowest responsible and qualified bidder.

**Section 2:** This Resolution shall be effective as of the date of its adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this \_\_\_ day of June, 2020.

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

**TOWN OF JOHNSTOWN, COLORADO**  
By: \_\_\_\_\_  
Gary Lebsack, Mayor

# I-25 FRONTAGE ROAD WATER LINE TOWN OF JOHNSTOWN CONSTRUCTION PLANS

IN THE TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



VICINITY MAP  
NTS

### SHEET INDEX

- 1 COVER SHEET
- 2 CONSTRUCTION NOTES
- 3 WATERLINE P&P - STA. 10+50 TO 18+00
- 4 WATERLINE P&P - STA. 18+00 TO 26+00
- 5 DETAIL SHEET

### ABBREVIATIONS

- |     |                    |
|-----|--------------------|
| CL  | CENTERLINE         |
| EX  | EXISTING           |
| FO  | FIBER OPTIC        |
| MIN | MINIMUM            |
| MP  | MILE POST          |
| OH  | OVERHEAD UTILITY   |
| PVC | POLYVINYL CHLORIDE |
| SD  | STORM DRAIN        |
| TB  | THRUST BLOCK       |
| W   | WATER              |

### CONTACT LIST

MUNICIPALITY  
TOWN OF JOHNSTOWN  
450 S PARISH AVE  
JOHNSTOWN, CO 80534  
ATTN: MARCO CARANI  
(970) 587-4664

CIVIL ENGINEER/SURVEYOR  
TAIT & ASSOCIATES, INC.  
6163 E. COUNTY ROAD 16  
LOVELAND, CO 80537  
ATTN: ALEX HOIME, PE  
(970) 613-1447

### UNAUTHORIZED CHANGES & USES

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES OF THESE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS PRIOR TO CONSTRUCTION. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

### NOTE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES, PIPES, AND/OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THERE MAYBE EXISTING UTILITIES NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL ASCERTAIN THE TRUE VERTICAL AND HORIZONTAL LOCATION OF THOSE UNDERGROUND UTILITIES TO BE USED PRIOR TO CONSTRUCTION AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY PUBLIC OR PRIVATE UTILITIES, SHOWN OR NOT SHOWN HEREON.



Know what's below  
Call before you dig.

Jun 04, 2020 - 1:56pm by dleino K:\Drawings\AutoCAD\Construction Drawings\JT10101A\_1-25 Waterline\JT10101A\_WF\_L2S.dwg

NO.	DESCRIPTION	REVISIONS	BY	DATE

6163 East County Road 16  
Loveland, CO 80537  
p: 970.613.1447  
www.tait.com

**TAIT**  
& ASSOCIATES  
Since 1964

ENGINEERING ENVIRONMENTAL BUILDING LAND  
SURVEYING CIVIL MECHANICAL ELECTRICAL  
PLUMBING MECHANICAL ROADS

Dallas  
Denver  
Atlanta

COVER SHEET  
125 FRONTAGE ROAD WATER LINE  
TOWN OF JOHNSTOWN  
NE FRONTAGE ROAD FROM RONALD REAGAN BLVD TO 1600 FEET SOUTH

BID SET ONLY  
NOT FOR  
CONSTRUCTION

PREPARED UNDER THE SUPERVISION  
OF TAIT & ASSOCIATES, INC.

DRAWN IN	DATE
CHECKED BY	DATE
REVISION #	DATE
JOB NO.	JT10101A

Alex Hoime, P.E.  
Colorado P.E. #41703

GENERAL IMPROVEMENT NOTES:

- 1. ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION OF PUBLIC IMPROVEMENTS SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS SET FORTH BY THE TOWN OF JOHNSTOWN PUBLIC IMPROVEMENT DESIGN...
2. ALL MATERIALS AND WORKMANSHIP SHALL BE INSPECTED AND APPROVED BY THE TOWN OF JOHNSTOWN PUBLIC WORKS DIVISION...
3. THE CONTRACTOR SHALL NOTIFY THE TOWN OF JOHNSTOWN INSPECTION SECTION...
4. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ACTUAL CONSTRUCTION...
5. THE CONTRACTOR SHALL HAVE AT THE JOB SITE AT ALL TIMES: ONE (1) SIGNED COPY OF THE DESIGN PLANS...
6. A PLAN FOR TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE SUBMITTED BY THE CONTRACTOR TO THE TOWN OF JOHNSTOWN PUBLIC WORKS DIVISION...
7. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST RECENT VERSION OF THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES...
8. THESE PUBLIC IMPROVEMENT CONSTRUCTION PLANS SHALL BE VALID FOR A PERIOD OF THREE YEARS FROM THE DATE OF APPROVAL...
9. THE ENGINEER WHO HAS PREPARED THESE PLANS, BY EXECUTION AND/OR SEAL HEREOF, DOES HEREBY AFFIRM RESPONSIBILITY TO THE LOCAL ENTITY...
10. ALL WATER LINE CONSTRUCTION SHALL CONFORM TO THE LOCAL ENTITY STANDARDS AND SPECIFICATIONS CURRENT AT THE DATE OF APPROVAL...
11. THE TYPE, SIZE, LOCATION AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THE DRAWINGS...
12. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) AT 1-800-922-1987...
13. REGISTERED UTILITY LOCATIONS MARKED, OTHER UNREGISTERED UTILITY ENTITIES (I.E. DITCH / IRRIGATION COMPANY) ARE TO BE LOCATED BY CONTACTING THE RESPECTIVE REPRESENTATIVE...
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION AND FOR COORDINATING WITH THE APPROPRIATE UTILITY COMPANY...
15. IF A CONFLICT EXISTS BETWEEN EXISTING AND PROPOSED UTILITIES AND/OR A DESIGN MODIFICATION IS REQUIRED, THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER...
16. THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE LOCAL ENTITY, AND ALL UTILITY COMPANIES INVOLVED, TO ASSURE THAT THE WORK IS ACCOMPLISHED IN A TIMELY FASHION...
17. NO WORK MAY COMMENCE WITHIN ANY PUBLIC STORM WATER, SANITARY SEWER OR POTABLE WATER SYSTEM UNTIL THE CONTRACTOR NOTIFIES THE UTILITY PROVIDER...
18. THE CONTRACTOR SHALL SECURE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO MINIMIZE POTENTIAL UTILITY CONFLICTS...
19. THE MINIMUM COVER OVER WATER LINES IS 5 FEET AND THE MAXIMUM COVER IS 6 FEET UNLESS OTHERWISE NOTED IN THE PLANS AND APPROVED BY THE WATER UTILITY...
20. A STATE CONSTRUCTION DEWATERING WASTEWATER DISCHARGE PERMIT IS REQUIRED IF DEWATERING IS REQUIRED IN ORDER TO INSTALL UTILITIES OR WATER IS DISCHARGED INTO A STORM SEWER...
21. THE CONTRACTOR SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF THE COLORADO PERMIT FOR STORM WATER DISCHARGE...
22. THE LOCAL ENTITY SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OR INJURIES SUSTAINED IN THIS DEVELOPMENT AS A RESULT OF GROUNDWATER SEEPAGE...
23. TEMPORARY EROSION CONTROL DURING CONSTRUCTION SHALL BE PROVIDED AS NOTED IN THE PLANS...
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT NO MUD OR DEBRIS SHALL BE TRACKED ONTO THE EXISTING PUBLIC STREET SYSTEM...
25. NO WORK MAY COMMENCE WITHIN ANY PUBLIC STORM WATER, SANITARY SEWER OR POTABLE WATER SYSTEM UNTIL THE CONTRACTOR NOTIFIES THE UTILITY PROVIDER...
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR ALL APPLICABLE AGENCIES PRIOR TO COMMENCEMENT OF CONSTRUCTION...
27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING SOILS TESTS WITHIN THE PUBLIC RIGHT-OF-WAY AFTER RIGHT OF WAY GRADING AND ALL UTILITY TRENCH WORK IS COMPLETE...
28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING, BUT NOT LIMITED TO, EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY...
29. PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION THAT WILL AFFECT TRAFFIC SIGNS OF ANY TYPE, THE CONTRACTOR SHALL CONTACT LOCAL ENTITY TRAFFIC OPERATIONS DEPARTMENT...
30. THE CONTRACTOR IS RESPONSIBLE FOR ALL COSTS FOR THE REPLACEMENT INSTALLATION OF TRAFFIC SIGNING AND STRIPING FOR THE CONSTRUCTION RELATED TO THE DEVELOPMENT'S LOCAL STREET OPERATIONS...
31. THERE SHALL BE NO SITE CONSTRUCTION ACTIVITIES ON SATURDAYS, UNLESS SPECIFICALLY APPROVED BY THE LOCAL ENTITY ENGINEER...
32. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL LABOR AND MATERIALS NECESSARY FOR THE COMPLETION OF THE INTENDED IMPROVEMENTS...
33. DIMENSIONS FOR LAYOUT AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWING...
34. IF, DURING THE CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS...
35. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS-BUILT INFORMATION ON A SET OF RECORD DRAWINGS KEPT ON THE CONSTRUCTION SITE...
36. BENCHMARK: PROJECT BENCH MARK IS A CDOT 3 1/2" ALUMINUM CAP WEST OF THE GUARD RAIL BETWEEN THE FRONTAGE ROAD AND INTERSTATE...
37. ALL STATIONING IS BASED ON CENTERLINE OF THE WATERLINE CONSTRUCTION...
38. DAMAGED CURB, GUTTER AND SIDEWALK EXISTING PRIOR TO CONSTRUCTION, AS WELL AS EXISTING FENCES, TREES, STREETS, SIDEWALKS, CURBS AND GUTTERS...
39. WHEN AN EXISTING STREET MUST BE CUT, THE STREET MUST BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION...
40. UPON COMPLETION OF CONSTRUCTION, THE SITE SHALL BE CLEANED AND RESTORED TO A CONDITION EQUAL TO, OR BETTER THAN, THAT WHICH EXISTED BEFORE CONSTRUCTION...
41. STANDARD HANDICAP RAMPS ARE TO BE CONSTRUCTED AS NOTED IN THESE PLANS...
42. AFTER ACCEPTANCE BY THE LOCAL ENTITY, PUBLIC IMPROVEMENTS DEPICTED IN THESE PLANS SHALL BE GUARANTEED TO BE FREE FROM MATERIAL AND WORKMANSHIP DEFECTS...

DEMOLITION NOTES:

- 1. ALL DEMOLITION SHALL BE STRICTLY IN CONFORMANCE WITH THE REGULATIONS, AS SET FORTH BY THE TOWN OF JOHNSTOWN...
2. CONTRACTOR SHALL PAY FOR ALL PERMITS, LICENSES OR FEES, AS REQUIRED BY THE TOWN...
3. EXTENT OF DEMOLITION WORK AS SHOWN ON DRAWINGS...
4. TRAFFIC CONTROL OPERATIONS AND REMOVAL OF DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED FACILITIES...
5. PROTECTIONS: ENSURE SAFE PASSAGE OF PERSONS AROUND AREA OF DEMOLITION...
6. DAMAGES: PROMPTLY REPAIR DAMAGES CAUSED TO ADJACENT FACILITIES BY DEMOLITION OPERATIONS...
7. UTILITY SERVICES: RELOCATE, DISCONNECT AND SEAL (AT POINT OF CONNECTION) UTILITIES SERVING STRUCTURES TO BE DEMOLISHED...
8. POLLUTION CONTROLS: USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT DUST AND DIRT RISING...
9. BELOW-GRADE CONSTRUCTION: DEMOLISH AND REMOVE BELOW-GRADE CONSTRUCTION AND ALL FOOTINGS, CONCRETE SLAB AND UNDERGROUND UTILITY LINES...
10. FILLING BELOW-GRADE VOIDS: COMPLETELY FILL BELOW-GRADE AREAS AND VOIDS RESULTING FROM DEMOLITION OF EXISTING STRUCTURES...
11. DISPOSAL: REMOVE FROM SITE ALL DEBRIS, RUBBISH, AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATIONS...
12. SITE CLEARING: REMOVE TREES, SHRUBS, GRASS, AND OTHER VEGETATION...
13. FINISH SITE CONDITION: THE FINISH GROUND SURFACES SHALL BE LEFT IN SMOOTH, UNIFORM GRADED CONDITION...
14. THIS DEMOLITION PLAN IS NOT DETERMINED TO, AND DOES NOT DETERMINE THE METHOD, DETAILS, AND MEANS OF PERFORMING THE DEMOLITION...

EROSION CONTROL NOTES:

- 1. CONTRACTOR SHALL INSTALL ALL PERIMETER SEDIMENT AND EROSION CONTROL DEVICES BEFORE COMMENCING GRADING ACTIVITIES...
2. ALL DISTURBED AREAS AND SOIL STOCKPILES SHALL BE ADEQUATELY STABILIZED...
3. ALL STORM SEWER INLETS SHALL BE PROTECTED FROM THE ENTRY OF SEDIMENT-LADEN WATER...
4. INSPECTION OF ALL EROSION AND SEDIMENT CONTROL BMP'S SHALL BE REQUIRED AT THE END OF EACH DAY'S WORK...
5. ALL CONSTRUCTION SUPPLIES OR MATERIALS USED OR STORED ON SITE MUST BE DISPOSED OF PROPERLY...
6. THE STATE STORMWATER DISCHARGE PERMIT HOLDER MAY BE LIABLE FOR ANY VIOLATIONS RESULTING FROM THE ACTIONS TAKEN BY SITE CONTRACTORS...

WATERLINE NOTES:

- 1. ALL WATERLINE CONSTRUCTION IS SUBJECT TO THE GENERAL NOTES AS WELL AS THESE WATER LINE CONSTRUCTION NOTES AND THE SPECIFICATIONS...
2. ALL WATER MATERIALS, CONSTRUCTION, AND TESTING SHALL MEET THE REQUIREMENTS OF THE TOWN OF JOHNSTOWN STANDARDS AND SPECIFICATIONS...
3. WATER SERVICE LINE SPECIFICATIONS:
A. CORPORATION STOPS SHALL HAVE INLET THREADED CC TYPE, OUTLET COPPER COMPRESSION OR FLARE, NO SOLDERING WILL BE ALLOWED...
B. SERVICE SADDLES SHALL BE "O" RING GASKET, DOUBLE BAND, OR HINGE PIN CC THREAD, 3/4 INCH - 2 INCH COPPER...
C. CURB STOP STYLE SHALL BE COMPRESSION OR FLARED COPPER BOTH ENDS, MINNEAPOLIS PATTERN VALVE-THREADS AROUND TO ALLOW MINNEAPOLIS STYLE CURB BOX...
D. CURB BOX SHALL HAVE MINNEAPOLIS BASE EXTENSION TYPE CURB BOXES, CAST IRON LID AND BASE WITH BRASS PENTAGON HEAD PLUG USING A 1 1/2 INCH UPPER SECTION...
4. ALL WATER VALVES SHALL OPEN LEFT...
5. THE MINIMUM COVER OVER THE WATER LINE IS 5 FEET AND THE MAXIMUM COVER IS 6 FEET UNLESS OTHERWISE NOTED IN THE PLANS...
6. ALL WATER LINES SHALL BE BEDDED IN ACCORDANCE WITH THE STANDARD DETAILS...
7. ALL VALVE BOXES WILL BE ADJUSTED TO THE FINAL ROAD OR SURFACE GRADE BY THE CONTRACTOR...
8. ALL WATER LINES SHALL BE TESTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF JOHNSTOWN STANDARDS...
9. DISTANCES FOR WATER LINES ARE HORIZONTAL DISTANCE BETWEEN THE CENTER OF THE FITTINGS...
10. TRACER WIRE SHALL BE USED FOR ALL NON-METALLIC WATER MAINS...
11. PVC WATER MAINS SHALL BE C900 DR18/P235...
12. ALL WATER SERVICES SHALL BE TYPE K COPPER...
13. MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE LATEST TOWN OF JOHNSTOWN PUBLIC IMPROVEMENT DESIGN STANDARDS...
14. THE CONTRACTOR SHALL WARRANT ALL WORK TO BE FREE OF DEFECTS IN WORKMANSHIP OR MATERIAL FOR A PERIOD OF TWO (2) YEARS...
15. DO NOT LAY PIPE IN THE FOLLOWING CONDITIONS: IN WATER, IN UNSTABLE WEATHER CONDITIONS, OR IN UNSTABLE TRENCH CONDITIONS...
16. PREVENT ANY FOREIGN MATERIAL FROM ENTERING THE PIPE DURING CONSTRUCTION...
17. THE CONTRACTOR SHALL FURNISH THE ENGINEER "AS-CONSTRUCTED" LOCATIONS OF INSTALLED FACILITIES...
18. A PRECONSTRUCTION MEETING SHALL BE HELD BETWEEN THE CONTRACTOR AND THE TOWN OF JOHNSTOWN PRIOR TO ANY WATER LINE CONSTRUCTION...

RAILROAD/BORING NOTES:

- 1. IF LESS THAN MINIMUM DEPTH IS NECESSARY BECAUSE OF EXISTING UTILITIES, WATER TABLE, ORDINANCE OR SIMILAR REASONS...
2. LOCATIONS WHERE IT WILL BE DIFFICULT TO ATTAIN MINIMUM DEPTH DUE TO WET OR ROCKY TERRAIN SHALL BE AVOIDED...
3. UNDERGROUND CONDUITS SHALL BE MADE BY OPEN-TRENCHING FROM THE PROPERTY LINE TO THE TOE OF THE FILL SLOPE...
4. MANHOLES SHALL BE LIMITED TO THOSE NECESSARY FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND LINES...
5. THE UTILITY OWNER WILL NOT BE PERMITTED TO ATTACH TO RAILROAD BRIDGES OR ROUTE UTILITY THROUGH DRAINAGE STRUCTURES...
6. JACKING PITS SHALL BE LOCATED A MINIMUM OF THIRTY (30) FEET FROM THE CENTERLINE OF THE OUTSIDE TRACKS...
7. PIPELINES UNDER RAILROAD TRACK(S) AND ACROSS RAILROAD PROPERTY SHALL BE ENCASED IN A LARGER PIPE OR CONDUIT...
8. PIPELINES AND CASING SHALL BE SUITABLY INSULATED FROM UNDERGROUND CONDUITS CARRYING ELECTRIC WIRES ON RAILROAD PROPERTY...
9. ALL STEEL PIPE SHALL BE COATED AND CATHODICALLY PROTECTED...
10. THE DEPTH FROM BASE OF RAIL TO TOP OF PIPE SHALL NOT BE LESS THAN TEN (10) FEET BELOW BASE OF RAIL...
11. PIPELINES AND CASING PIPE SHALL BE SUITABLY INSULATED FROM UNDERGROUND CONDUITS CARRYING ELECTRIC WIRES...
12. CASING PIPE AND JOINTS SHALL BE MADE OF METAL, AND OF LEAKPROOF CONSTRUCTION...
13. MINIMUM WALL THICKNESS FOR 24" STEEL CASING PIPE IS 0.312 INCHES...
14. RAIL ELEVATIONS OVER THE WORK MUST BE MONITORED AT INTERVALS PRESCRIBED BY THE RAILROAD...
15. THE FOLLOWING REQUIREMENTS SHALL APPLY TO THESE CONSTRUCTION METHODS:
A. THE USE OF WATER UNDER PRESSURE JETTING OR PUDDLING WILL NOT BE PERMITTED TO FACILITATE BORING...
B. WHERE UNSTABLE SOIL CONDITIONS EXIST, BORING OR TUNNELING OPERATIONS SHALL BE CONDUCTED IN SUCH A MANNER AS NOT TO BE DETRIMENTAL...
C. IF EXCESSIVE VOIDS OR TOO LARGE BORED HOLE IS PRODUCED DURING CASING OR PIPELINE INSTALLATIONS...
D. ALL VOIDS OR ABANDONED HOLES CAUSED BY BORING OR JACKING ARE TO BE FILLED BY PRESSURE GROUTING...
E. THE HOLE DIAMETER RESULTING FROM BORED OR TUNNELED INSTALLATIONS SHALL NOT EXCEED THE OUTSIDE DIAMETER OF THE UTILITY PIPE...
F. PITS FOR BORING, TUNNELING OR JACKING WILL NOT BE PERMITTED WITHIN THIRTY (30) FEET OF THE CENTERLINE OF THE OUTSIDE TRACK...
16. THE UTILITY OWNER SHALL INSTALL ACCESSIBLE EMERGENCY SHUT-OFF VALVES WITHIN EFFECTIVE DISTANCES ON EACH SIDE OF THE RAILROAD PROPERTY...
17. LOCATING A SHUT-OFF VALVE ON RAILROAD PROPERTY SHOULD BE AVOIDED...
18. WHERE CASING PIPE IS USED FOR WATER LINES, VENTING IS NOT REQUIRED...
19. WHERE NON-METALLIC PIPE IS PERMITTED AND INSTALLED, STEEL CASINGS ARE REQUIRED FROM RAILROAD RIGHT-OF-WAY LINE TO RIGHT OF WAY LINE...
20. THE UTILITY OWNER SHALL PLACE A READILY IDENTIFIABLE AND SUITABLE MARKER AT EACH RAILROAD RIGHT-OF-WAY LINE...
21. CASING MATERIAL:
A. NEW SMOOTH WALL STEEL CASING PIPE SHALL CONFORM TO ASTM A139, GRADE "B"...
B. SMOOTH STEEL CASING PIPE SHALL HAVE A MINIMUM YIELD STRENGTH OF 35,000 PSI...
C. MINIMUM WALL THICKNESS SHALL CONFORM TO E-80 LOADING FOR CASING PIPES...
D. EXTERIOR COATING:
D. STEEL CASING PIPE SHALL HAVE AN EXTERIOR COATING OF EPOXY POLYAMIDE WHICH CONFORMS TO AWWA STANDARD C210...
E. MINIMUM THICKNESS OF THE EXTERIOR COATINGS SHALL BE 16 MIL...
F. ALL FIELD WELDS SHALL BE PAINTED WITH AN EPOXY POLYAMIDE EXTERIOR COATING WHICH CONFORMS TO AWWA STANDARD C210...
22. CASING CHOCKS AND SKIDS SHALL BE CONSTRUCTED OF STAINLESS STEEL OR POLYMER RUNNERS...
23. A MINIMUM OF THREE (3) CASING CHOCKS SHALL BE INSTALLED PER JOINT...
24. CATHODIC PROTECTION:
A. MAGNESIUM ANODES:
1. ONE ANODE SHALL BE INSTALLED AT EACH END OF THE CASING PIPE...
2. ANODES SHALL BE INSTALLED VERTICALLY IN NATIVE SOILS...
3. PLACE THE TOP OF THE ANODE BELOW THE CENTERLINE OF THE PIPE...
4. ANODES SHALL BE BACKFILLED AND TAMPED WITH NATIVE SOIL...
5. WET DOWN EACH ANODES WITH 5 GALLONS, MINIMUM, OF FRESH WATER...
B. WIRING:
1. UNDERGROUND WIRES, CABLES AND CONNECTIONS SHALL BE BURIED WITH 6 INCH MINIMUM SEPARATION FROM OTHER UNDERGROUND STRUCTURES...
2. SPLICES AND REPAIRS TO DAMAGED CABLE ASSOCIATIONS WITH A CATHODIC PROTECTION SYSTEM SHALL BE SEALED AGAINST MOISTURE PENETRATION...
3. WIRING SHALL BE BACKFILLED WITH MATERIAL FREE FROM ROCKS AND DEBRIS...
C. BRAZING (CADWELD):
1. BRAZING TECHNIQUES SHALL COMPLY WITH THE ANODE MANUFACTURE'S RECOMMENDATIONS...
2. PRIOR TO BRAZING, AN AREA OF THE STRUCTURE THREE INCHES SQUARE SHALL BE CLEANED TO BRIGHT METAL...
3. THE SLAG SHALL BE REMOVED FROM THE COMPLETED BRAZE WITH A HAMMER...
4. THE ADEQUACY OF EACH BRAZE SHALL BE DEMONSTRATED BY GENTLY STRIKING THE TOP OF THE CONNECTION WITH A ONE POUND HAMMER...
5. THE CLEANED PIPING SURFACE, INCLUDING THE BRAZED CONNECTION AND EXPOSED COPPER WIRE, SHALL BE COATED WITH A COAL TAR COMPOUND...
D. TEST STATIONS:
1. WIRES SHALL BE BROUGHT TO THE SURFACE AND TERMINATED IN A CP TEST STATION...
2. TEST STATION SHALL NOT BE LOCATED IN TRAFFIC OR PEDESTRIAN AREAS...
3. PROVIDE A MINIMUM OF 48 INCHES OF SLACK, COILED IN EACH BOX...
4. ACCEPTABLE MANUFACTURES ARE:
A. NM-4, C.P. TEST SERVICES.
B. AN APPROVED EQUAL.

Jun 04, 2020 - 1:56pm by dleino... K:\Drawings\JTV\1010 - 125 Frontage Road\Construction Drawings\101010A-1-25 Waterline\101010A-WF-C25.dwg

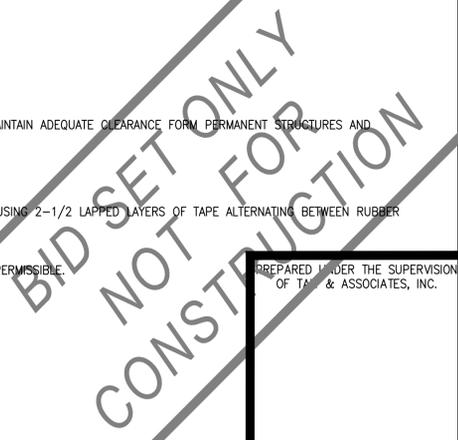
Table with columns: NO., DESCRIPTION, REVISIONS, DATE. Includes project details: 6143 East County Road 14, Loveland, CO 80537, and TAIT & ASSOCIATES logo.

CONSTRUCTION NOTES
125 FRONTAGE ROAD WATER LINE
TOWN OF JOHNSTOWN
NE FRONTAGE ROAD FROM RONALD REAGAN BLVD TO 1600 FEET SOUTH

Table with columns: DRAWING IN, DATE, CHECKED BY, DATE, REVISION #, DATE, JOB NO. Includes dates: 04/10/2020, 05/04/2020, 05/04/2020 and job number J1101A.

PREPARED UNDER THE SUPERVISION OF TAIT & ASSOCIATES, INC.

Alex Hoime, P.E. Colorado P.E. #41703



Jun 04, 2020 - 11:56am by dleino k:\Drawings\AutoCAD\Construction Drawings\110101A-1-25 Waterline\110101A-WF\_P&P.dwg



Know what's below  
Call before you dig.

### UNAUTHORIZED CHANGES & USES

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES OF THESE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS PRIOR TO CONSTRUCTION. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

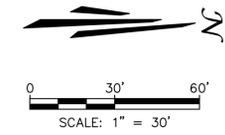
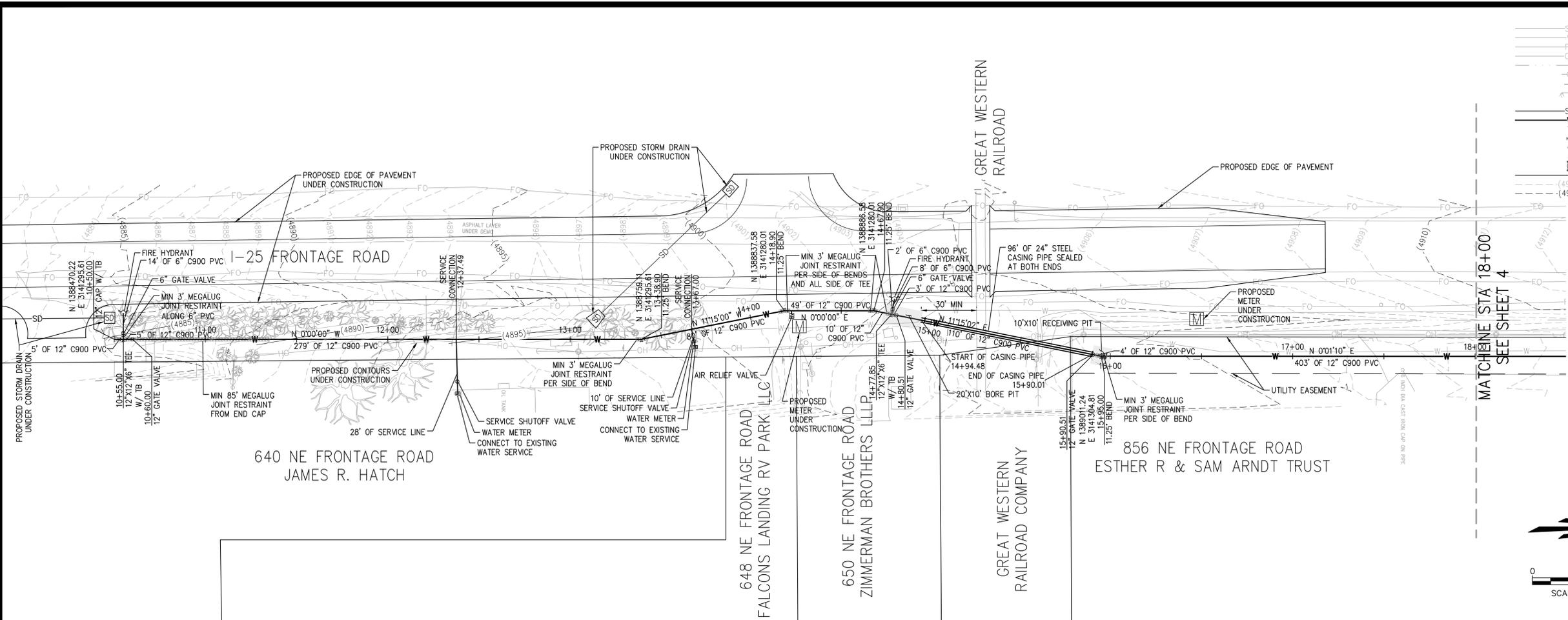
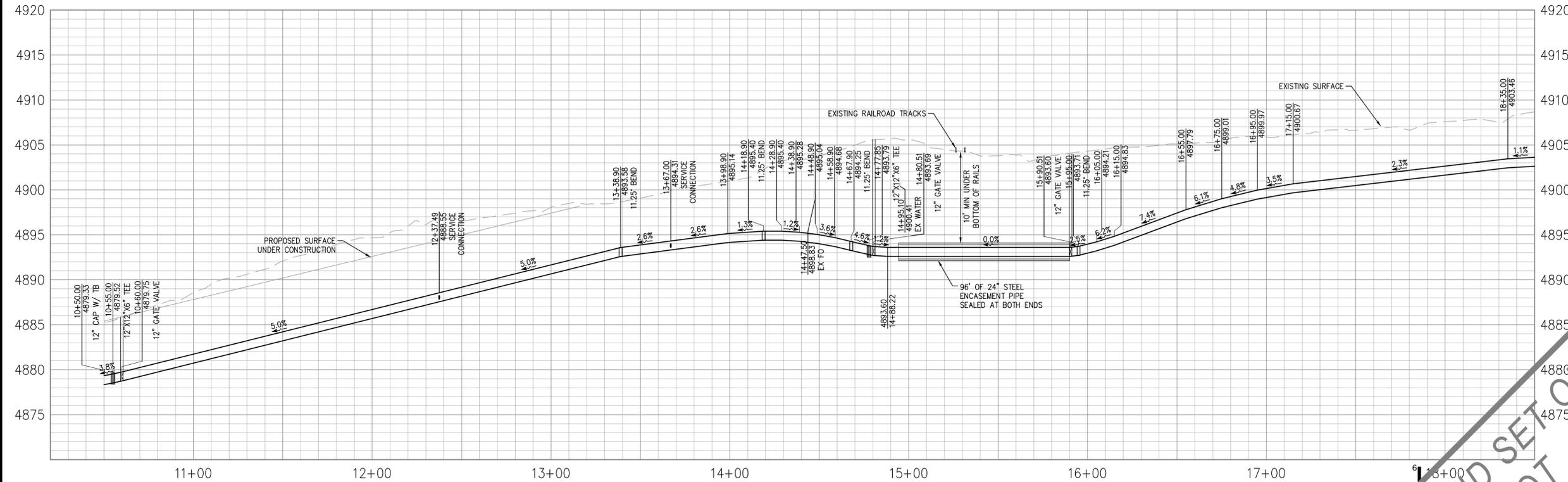
### NOTE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES, PIPES, AND/OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THERE MAYBE EXISTING UTILITIES NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL ASCERTAIN THE TRUE VERTICAL AND HORIZONTAL LOCATION OF THOSE UNDERGROUND UTILITIES TO BE USED PRIOR TO CONSTRUCTION AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY PUBLIC OR PRIVATE UTILITIES, SHOWN OR NOT SHOWN HEREON.

BASIS OF BEARINGS:  
BEARINGS BASED ON COLORADO NAD 83 COORDINATE SYSTEM

BENCH MARK:  
PROJECT BENCH MARK IS A CDOT 3 1/2" ALUMINUM CAP WEST OF THE GUARD RAIL BETWEEN THE FRONTAGE ROAD AND INTERSTATE, APPROXIMATELY 25' SOUTH OF THE RAILROAD. BENCHMARK ELEVATION OBTAINED FROM OPUS WITH NAVD 88 ELEV. OF 4904.72 FEET.

Alex Hoime, P.E.  
Colorado P.E. #41703



LEGEND	
	EXISTING STORM DRAIN PIPE
	EXISTING WATER
	EXISTING FIBER OPTIC
	EXISTING OVERHEAD ELECTRIC
	EXISTING DITCH FLOWLINE
	EXISTING POWER POLE
	EXISTING SIGN
	EXISTING RR SIGNAL
	EXISTING MONUMENT
	PROPOSED STORM DRAIN PIPE
	PROPOSED WATERLINE
	PROPOSED 11.25' BEND
	PROPOSED TEE
	PROPOSED GATE VALVE
	PROPOSED WATER METER
	PROPOSED HYDRANT
	PROPOSED EDGE OF ROAD
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR

**TAIT & ASSOCIATES**  
ENGINEERING ENVIRONMENTAL BUILDING LAND  
Denver Aurora  
Broomfield Golden  
Colorado Springs  
Fort Collins  
Since 1964

6143 East County Road 14  
Loveland, CO 80537  
p: 970.613.1447  
www.tait.com

6143 East County Road 14  
Loveland, CO 80537  
p: 970.613.1447  
www.tait.com

WATERLINE P&P - STA. 10+50 TO 18+00  
125 FRONTAGE ROAD WATER LINE  
TOWN OF JOHNSTOWN  
NE FRONTAGE ROAD FROM RONALD REAGAN BLVD TO 1600 FEET SOUTH

DRAWN BY	DATE	CHECKED BY	DATE	REVISION #	DATE	JOB NO.
	04/16/2020	AK	08/04/2020			JT1101A

NO.	DESCRIPTION	REVISIONS	BY	DATE

BID SET ONLY - NOT FOR CONSTRUCTION

BID SET ONLY  
NOT FOR  
CONSTRUCTION

Jun 04, 2020 - 11:56am by dleino k:\Drawings\UT\11010 - I-25 Frontage\Construction Drawings\11010A-I-25 Waterline\11010A-WF\_P&P.dwg



Know what's below  
Call before you dig.

### UNAUTHORIZED CHANGES & USES

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES OF THESE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS PRIOR TO CONSTRUCTION. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

### NOTE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES, PIPES, AND/OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THERE MAYBE EXISTING UTILITIES NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL ASCERTAIN THE TRUE VERTICAL AND HORIZONTAL LOCATION OF THOSE UNDERGROUND UTILITIES TO BE USED PRIOR TO CONSTRUCTION AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY PUBLIC OR PRIVATE UTILITIES, SHOWN OR NOT SHOWN HEREON.

BASIS OF BEARINGS:  
BEARINGS BASED ON COLORADO NAD 83 COORDINATE SYSTEM

BENCH MARK:  
PROJECT BENCH MARK IS A CDOT 3 1/2" ALUMINUM CAP WEST OF THE GUARD RAIL BETWEEN THE FRONTAGE ROAD AND INTERSTATE, APPROXIMATELY 25' SOUTH OF THE RAILROAD. BENCHMARK ELEVATION OBTAINED FROM OPUS WITH NAVD 88 ELEV. OF 4904.72 FEET.

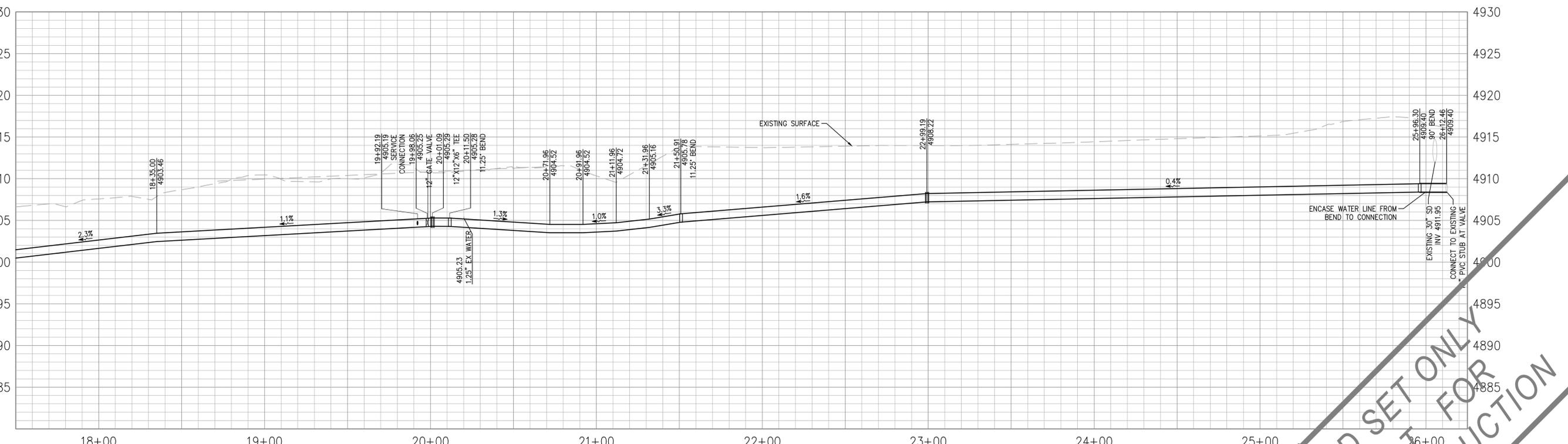
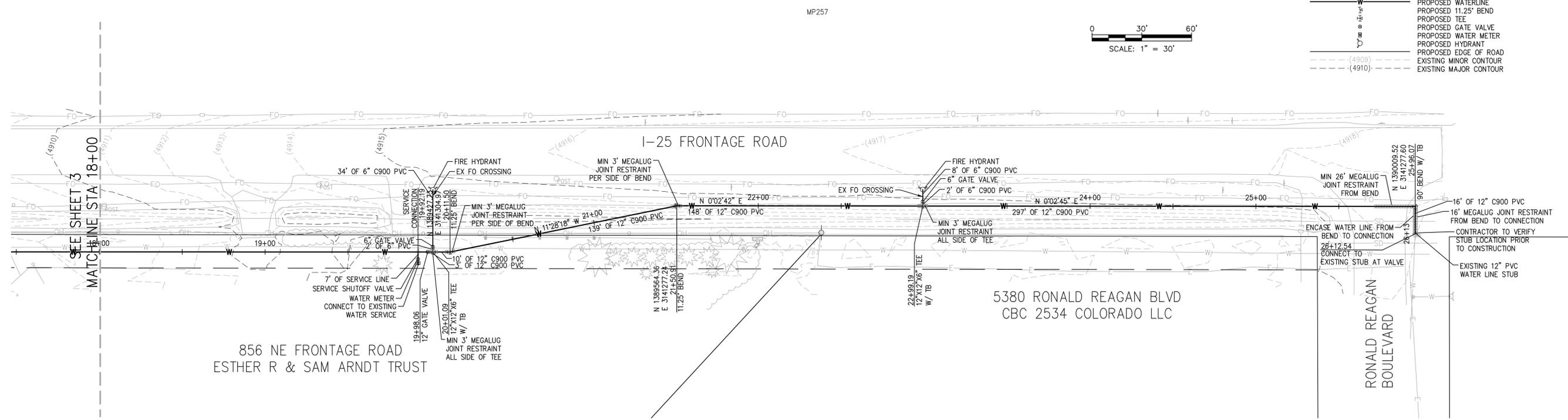
PREPARED UNDER THE SUPERVISION  
OF TAIT & ASSOCIATES, INC.

Alex Hoime, P.E.  
Colorado P.E. #41703

DRAWN BY: DL  
DATE: 04/16/2020  
CHECKED BY: AH  
DATE: 08/04/2020  
REVISION #:  
DATE:  
JOB NO.: JT1101A

4 OF 5

6/4/2020 BID SET



**BID SET ONLY  
NOT FOR  
CONSTRUCTION**

LEGEND	
SD	EXISTING STORM DRAIN PIPE
W	EXISTING WATER
FO	EXISTING FIBER OPTIC
OH	EXISTING OVERHEAD ELECTRIC
FD	EXISTING DITCH FLOWLINE
PP	EXISTING POWER POLE
RS	EXISTING RR SIGNAL
SM	EXISTING MONUMENT
SD	PROPOSED STORM DRAIN PIPE
W	PROPOSED WATERLINE
WB	PROPOSED 11.25" BEND
WT	PROPOSED TEE
WV	PROPOSED GATE VALVE
WM	PROPOSED WATER METER
WH	PROPOSED HYDRANT
WR	PROPOSED EDGE OF ROAD
(4909)	EXISTING MINOR CONTOUR
(4910)	EXISTING MAJOR CONTOUR

6143 East County Road 14  
Loveland, CO 80537  
p: 970.613.1447  
www.tait.com

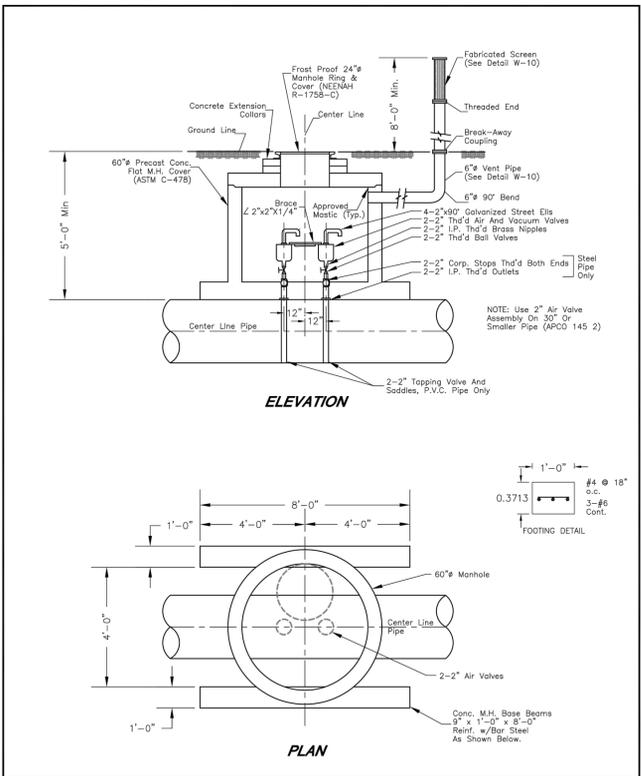
**TAIT**  
& ASSOCIATES  
Since 1964

ENGINEERING ENVIRONMENTAL BUILDING LAND  
SURVEYING PLANNING  
Denver  
Boulder  
Sacramento  
San Jose  
Atlanta

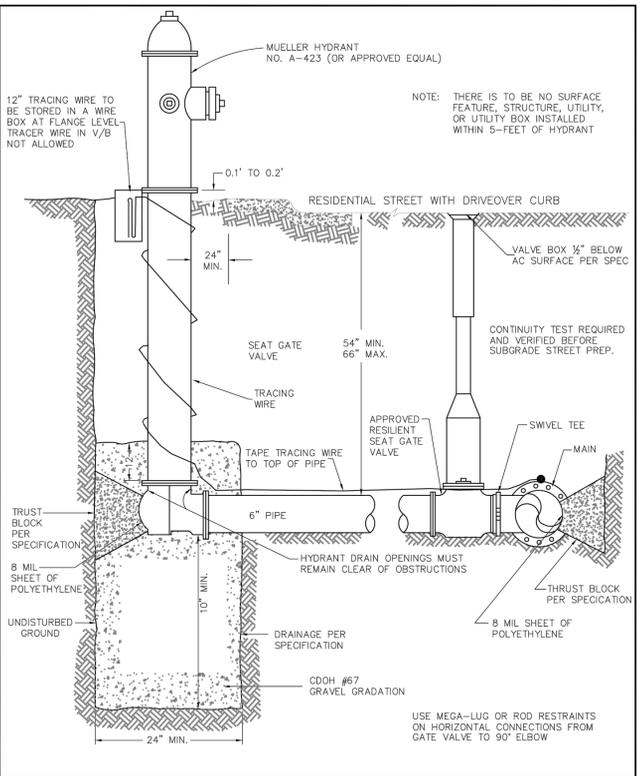
WATERLINE P&P - STA. 18+00 TO 26+00  
125 FRONTAGE ROAD WATER LINE  
TOWN OF JOHNSTOWN  
NE FRONTAGE ROAD FROM RONALD REAGAN BLVD TO 1600 FEET SOUTH

BID SET ONLY - NOT FOR CONSTRUCTION

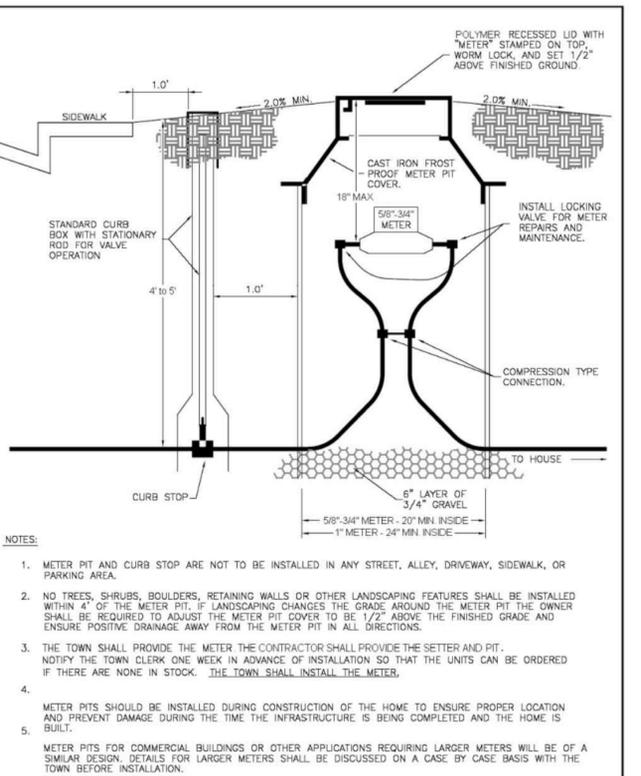
Jun 04, 2020 - 1:58pm by dleino k:\Drawings\Construction Drawings\110101A-1-25 Waterline\110101A-DTL.dwg



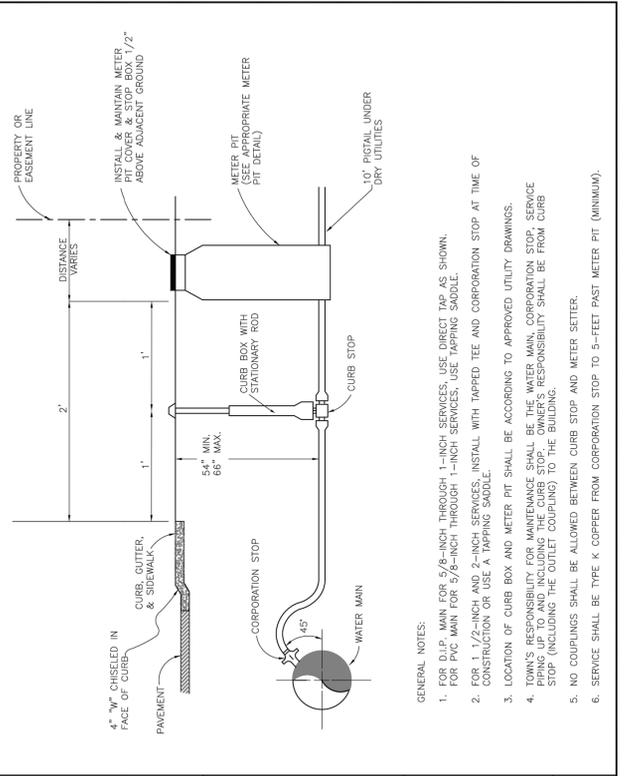
**TOWN OF JOHNSTOWN AIR AND VACUUM VALVE DETAIL TST**



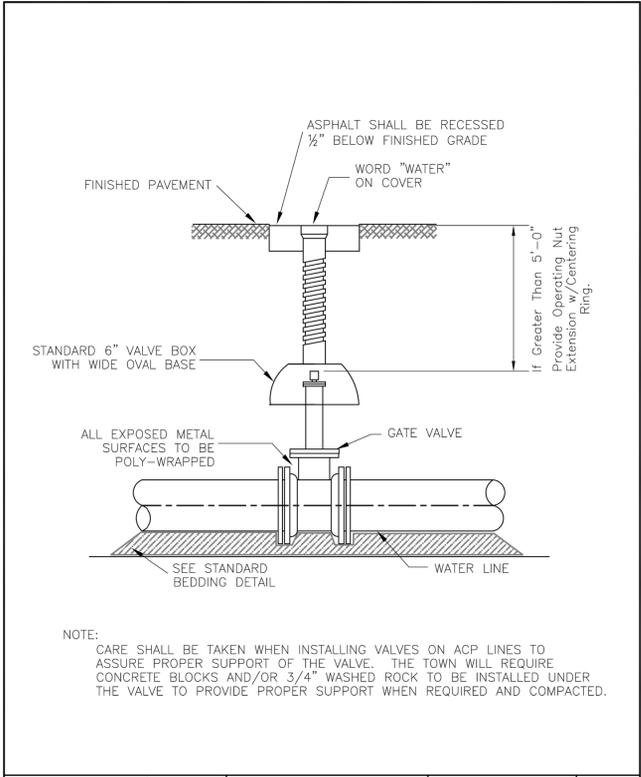
**TOWN OF JOHNSTOWN FIRE HYDRANT DETAIL TST**



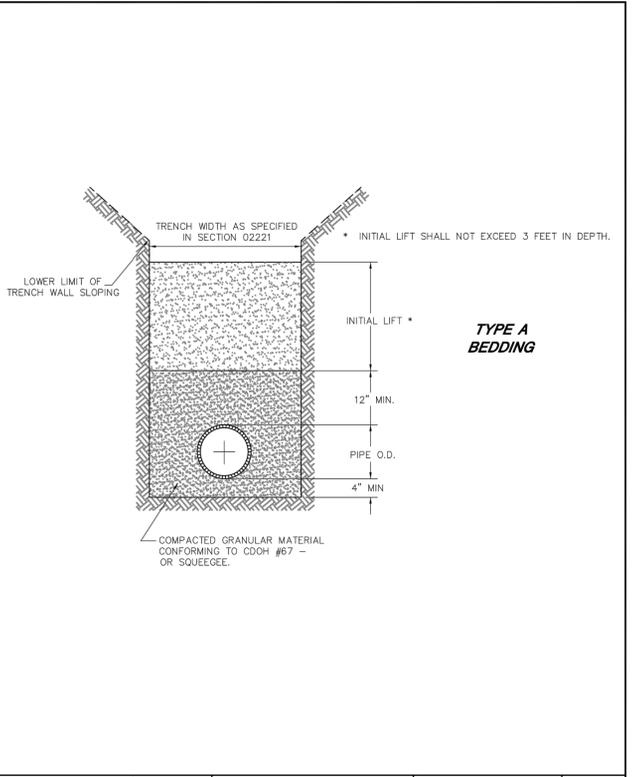
**TOWN OF JOHNSTOWN STANDARD RESIDENTIAL METER SETTING TST**



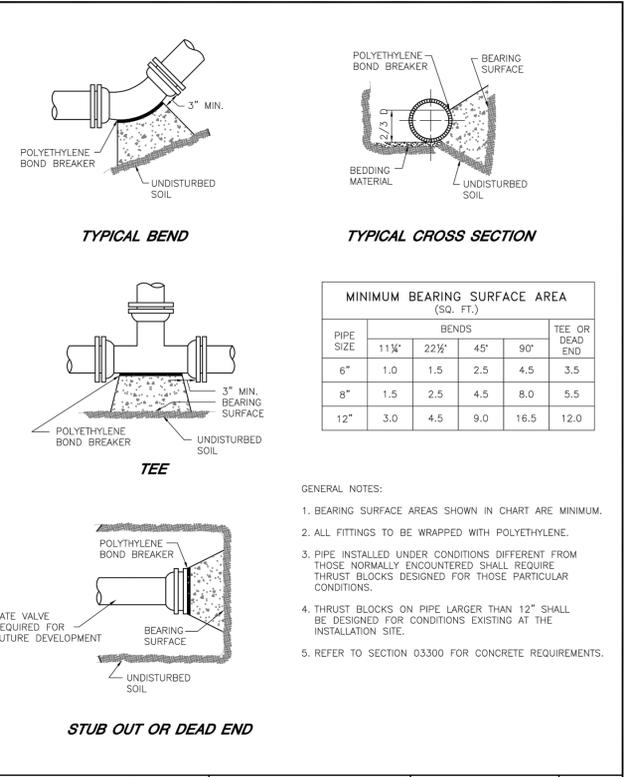
**TOWN OF JOHNSTOWN EXTERIOR WATER SERVICE DETAIL TST**



**TOWN OF JOHNSTOWN GATE VALVE DETAIL TST**



**TOWN OF JOHNSTOWN PIPE BEDDING DETAIL TST**



**TOWN OF JOHNSTOWN THRUST RESTRAINT DETAIL TST**

**811**  
Know what's below  
Call before you dig.

**UNAUTHORIZED CHANGES & USES**  
THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THESE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS PRIOR TO CONSTRUCTION. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

**NOTE TO CONTRACTOR**  
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES, PIPES, AND/OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THERE MAY BE EXISTING UTILITIES NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL ASCERTAIN THE TRUE VERTICAL AND HORIZONTAL LOCATION OF THOSE UNDERGROUND UTILITIES TO BE USED PRIOR TO CONSTRUCTION AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY PUBLIC OR PRIVATE UTILITIES, SHOWN OR NOT SHOWN HEREON.

**DETAIL SHEET**  
125 FRONTAGE ROAD WATER LINE  
TOWN OF JOHNSTOWN  
NE FRONTAGE ROAD FROM RONALD REAGAN BLVD TO 1600 FEET SOUTH

PREPARED UNDER THE SUPERVISION OF TAIT & ASSOCIATES, INC.

DRAWING IN DATE 04/10/2020  
CHECKED BY DATE 08/04/2020  
REVISED DATE  
JOB NO. JT1101A

Alex Hoime, P.E.  
Colorado P.E. #41703

5 OF 5

NO.	DESCRIPTION	BY	DATE

**TAIT & ASSOCIATES**  
ENGINEERING ENVIRONMENTAL BUILDING LAND  
6143 East County Road 16  
Loveland, CO 80537  
p: 970.613.1447  
www.tait.com  
Denver  
Boulder  
Fort Collins  
Golden  
Longmont  
Nederland  
Parker  
Thornton  
Windsor  
Since 1964

**SPECIFICATIONS**

**AND**

**CONTRACT DOCUMENTS**

**FOR**

**2020 TOWN OF JOHNSTOWN EAST I-25 FRONTAGE ROAD 12" WATER  
LINE PROJECT**

**JUNE 10, 2020**

OWNER:  
TOWN OF JOHNSTOWN  
450 S. PARISH ST.  
JOHNSTOWN, CO 80534

**IMPORTANT**

**2020 TOWN OF JOHNSTOWN**  
**EAST I-25 FRONTAGE ROAD 12“ WATER LINE PROJECT**

- This project must be completed on or before August 7, 2020.
- All bids shall specify the anticipated starting and completion dates.
- A mandatory pre-bid meeting will be held at 450 S Parish Street, Johnstown, Colorado on June 15 2020 at 10:00 am.
- Failure to complete the work prior to the above stated date will result in liquidated damages of five hundred dollars (\$500.00) per day. Said liquidated damages shall be deducted from the total bid price.

Questions regarding the **2020 TOWN OF JOHNSTOWN East I-25 FRONTAGE ROAD 12“ WATER LINE PROJECT** should be directed to:

Mr. Marco Carani  
Public Works Director  
450 S.Parish Street  
Johnstown, CO 80534  
970-587-4664

## INFORMATION FOR BIDDERS

Bids will be received by the Town Clerk of Johnstown, Colorado (herein called the "Town"), at Johnstown Town Hall, 450 S. Parish, Johnstown, CO 80534 until 10:00 a.m. June 22, 2020, and then at said place publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to:

Town Clerk  
Town of Johnstown  
450 S. Parish  
Johnstown, CO 80534

Each sealed envelope containing a bid must be plainly marked on the outside as bid for **2020 TOWN OF JOHNSTOWN EAST I-25 FRONTAGE ROAD 12" WATER LINE PROJECT**

and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Town Clerk, Town of Johnstown, 450 S. Parish St., Johnstown, CO 80534.

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. A bid bond, certified check, or money order equaling 5% of the bid amount is required.

The Town may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within 5 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule(s) by examination of the site. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work of the nature of the work to be done.

The Contract Documents contain the provisions required for the construction of the project. Information otherwise obtained from an officer, agent or employee of the Town or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the contract.

You are required by the Information for Bidders to execute the Agreement and furnish Certificates of Insurance and Performance and Payment Bonds within five (5) calendar days from the date of the Notice of Award to you. If you fail to execute said

Agreement and to furnish said Certificates of Insurance and Bonds within five (5) days from the date of the Notice of Award, said Town will be entitled to consider all your rights arising out of the Town's acceptance of your Bid as abandoned. The Town will be entitled to such other rights as may be granted by law.

The Town within five (5) days of receipt of Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Town not execute the Agreement within such period, the bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Town.

The Notice to Proceed shall be issued within seven (7) days of the execution of the Agreement by the Town. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Town and the contractor. If the Notice to Proceed has not been issued within the seven (7) day period or within the period mutually agreed upon, the contractor may terminate the Agreement without further liability on the part of either party.

The Town may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. The Town reserves the right to reject any conditional or qualified bid.

The contractor shall commence work not later than five (5) calendar days after date of the Notice to Proceed issued by the Town to the contractor and shall complete the work as specified, within the time specified. In the event no written Notice to Proceed is issued by the Town, the contract time as specified in the contract shall be counted from the first day of actual work on the project. All work shall be prosecuted in an orderly and diligent manner. The contractor shall cooperate with, and conform to, the request of the Town to expedite particular portions of the work or to suspend or transfer his operations on any portion of the work where such alteration of the contractor's operations is deemed advisable by the Town.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout. Each bidder is responsible for inspecting the site and informing himself of the conditions under which the work is to be performed and for reading and being thoroughly familiar with the contract or documents. The bidder's inspection shall cover the ground structure, obstacles which may be encountered, and other matters relevant to the work both above and below ground. The Town shall not be held responsible for any variance or deviation from the data shown on the drawings, as encountered during actual construction. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid. The successful bidder will not be allowed any extra compensation in the form

of contract price or time by any matter or thing on which he could have fully informed the Town of prior to the bidding.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Town.

The successful bidder will provide the Town of Johnstown Public Works Director with a current list of references of previous work performed in this field.

**IMPORTANT**

**NON-COLLUSION STATEMENT**

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is the \_\_\_\_\_ (owner, partner, officer, representative or agent) of \_\_\_\_\_, the bidder that has submitted the attached bid;
  
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
  
- (3) Such bid is genuine and is not a collusive or sham bid;
  
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any unlawful agreement any advantage against the Town of Johnstown or any person interested in the proposed contract; and
  
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest including this affiant.

Signed:

\_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D, 2020.

My Commission expires: \_\_\_\_\_

Notary Public

**TOWN OF JOHNSTOWN  
2020 EAST FRONTAGE ROAD 12" WATER LINE PROJECT  
INSTRUCTIONS TO BIDDERS**

- All bids shall specify the anticipated starting and completion dates.
- All bids tendered shall be accompanied by a bid deposit (bid bond, certified check or money order) equal to five percent (5%) of the total bid. Said sum shall be returned to the successful bidder upon execution of contract. Should the successful bidder fail or refuse to execute contract upon award, said sum shall be forfeited to the Town. Said deposits shall be forthwith returned to all unsuccessful bidders.
- **The successful bidder will be required to furnish the following bonds and insurance coverages, or approved substitutes, in lieu thereof:**

**Required / Not Required**

1. Performance bond, conditioned upon satisfactory and timely completion of the project to be performed – 100% of bid amount.

**Required / Not Required**

2. Mechanics and materialmen's bonds, conditioned upon satisfactory and timely payment of all amounts lawfully due to suppliers of labor and material upon said project – 100% of bid amount.

**Required / Not Required**

3. Warranty bond, conditioned upon timely repair of defects and unworkmanlike performance in said project, for a period of one (1) year after completion thereof –   5  % of bid amount.

**Required / Not Required**

4. Proof of workman's compensation insurance coverage, in conformity with Colorado law, in respect of all persons to be employed on said project, including sub-contractors.

**Required / Not Required**

5. Proof of public liability insurance coverage to include bodily injury and property damage equal to or greater than (refer to attached insurance requirements). Said insurance will remain in full force and effect during the term of the contract (Town to be named as an additional insured).

**Required / Not Required**

6. Miscellaneous:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**Required / Not Required**

7. Liquidated damages will be charged at **\$500.00** per day for non-performance of delivery on or before agreed date.

**Required / Not Required**

8. Before final payment all lien waivers on materials and labor will be supplied to Town Clerk.

**2020 EAST FRONTAGE ROAD 12" WATER LINE PROJECT**  
**BID FORM**

PROJECT IDENTIFICATION: I-25 Frontage Road Waterline – Town of Johnstown

CONTRACT IDENTIFICATION NUMBER:

THIS BID IS SUBMITTED TO: Town of Johnstown, Colorado  
450 S. Parish Avenue  
Johnstown, Colorado 80534

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for forty five (45) days after the day of Bid opening. BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within three days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date of issue	Number

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
- (d) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the

Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents.

- (e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (f) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (g) This Bid is genuine and not made in the interest of or on 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; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for themselves any advantage over any other Bidder or over OWNER; and

4. BIDDER will complete the work in accordance with the Contract Documents for the following price(s):

**FOR ALL WORK, A LUMP SUM OF:**

**Dollars**

**(use words)**

(\$ \_\_\_\_\_)

(numerals)

*Contractor to submit Schedule of Values, in support of Lump Sum Price.*

5. BIDDER agrees that that the Work will be substantially completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Bond
- (b) Bidder to provide a tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in this Bid per the Instructions to Bidders.

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_\_.

If BIDDER is:

An Individual

By \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Individual's Name)

doing business as \_\_\_\_\_

Business address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Partnership

By \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(General Partner)

Business address:

\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation

By \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Name of person authorized to sign)

\_\_\_\_\_  
(Title)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Joint Venture

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_

\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned,

\_\_\_\_\_ as Principal, and

\_\_\_\_\_ Surety, are hereby

held and firmly bound unto the Town of Johnstown in the penal sum of \_\_\_\_\_

\_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which, well and

truly to be made, we hereby jointly and severally bind ourselves, successors and

assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

The condition of the above obligations is such that whereas the Principal has submitted to the Town of Johnstown a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

**2020 EAST I-25 FRONTAGE ROAD 12" WATER LINE**

NOW THEREFORE,

(A) If said bid shall be rejected, or in the alternate,

(B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly) completed in accordance with said bid and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

then this obligation shall be void, otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations by any extension of the time within which the Town may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunder set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By: \_\_\_\_\_.  
Principal

\_\_\_\_\_  
Surety

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

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DESCRIPTION:**

**2020 EAST I-25 FRONTAGE ROAD 12" WATER LINE**

The Town, represented by the undersigned, has considered the bid submitted by you for the above described work in response to its Advertisement for bids dated \_\_\_\_\_, 2020. You are hereby notified that your bid has been accepted for **2020 EAST I-25 FRONTAGE ROAD 12" WATER LINE** in the amount of

\_\_\_\_\_  
\_\_\_\_\_  
(\$ \_\_\_\_\_).

You are required by the Information for Bidders to execute the Agreement and furnish the required Certificates of Insurance and Performance and Payment Bonds within five (5) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said certificates and bonds within five (5) days from the date of this Notice, said Town will be entitled to consider all your rights arising out of the Town's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Town will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Town.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

The Town of Johnstown

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

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Title: \_\_\_\_\_

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Town of Johnstown and \_\_\_\_\_ hereinafter called "Contractor".

WINESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The contractor will commence and complete the construction of **2020 EAST I-25 FRONTAGE ROAD 12" WATER LINE**
2. The contractor shall furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The contractor shall commence and complete the work required by the Contract Documents within the time stated unless the period for completion is extended otherwise by the Contract Documents.
4. The contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for the sum of

\_\_\_\_\_ (\_\_\_\_\_) for the **2020 EAST I-25 FRONTAGE ROAD 12" WATER LINE** The term "Contract Documents" means and includes the following:

- (A) Advertisement for Bids
- (B) Information for Bidders
- (C) Non-Collusion Statement
- (D) Bid Proposal Sheets
- (E) Bid Bond
- (F) Notice of Award
- (G) Acceptance of Notice of Award
- (H) Agreement
- (I) Performance Bond
- (J) Payment Bond
- (K) Insurance Requirements
- (L) Notice to Proceed
- (M) Acceptance of Notice to Proceed
- (N) Change Order
- (O) Addendum
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 2020
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 2020
- (P) Notice of Contractor's Settlement
- (Q) Final Receipt and Guarantee

5. Final payment shall be made to the contractor within 30 days of final walk through and clean-up.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement, each of which shall be deemed an original on the date first written above.

THE TOWN OF JOHNSTOWN  
BY \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
Town Manager

CONTRACTOR \_\_\_\_\_  
BY \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that

Firm \_\_\_\_\_

Address \_\_\_\_\_

a \_\_\_\_\_, hereinafter referred to as “Principal” and  
Individual, Partnership or Corporation

Name of Surety \_\_\_\_\_

Address of Surety \_\_\_\_\_

hereinafter referred to as “Surety” are held and firmly bound unto the Town of  
Johnstown, 450 S.Parish, Johnstown, Colorado 80534, hereinafter referred to as  
“Town”, in the penal sum of \_\_\_\_\_

(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum  
well and truly to be made, we bind ourselves, successors, and assigns, jointly, severally,  
firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered  
into a certain Contract with the Town, dated the \_\_\_\_ day of \_\_\_\_\_, 2020, a copy  
of which is hereto attached and made a part hereof for the construction of:

**2020 EAST I-25 FRONTAGE ROAD 12” WATER LINE**

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties,  
all the undertakings, covenants, terms, conditions, and agreements of said contract  
during the original term thereof, and any extensions thereof which may be granted by  
the Town, with or without notice to the Surety and during the one-year guarantee  
period, and if he shall satisfy all claims and demands incurred under such contract, and  
shall fully indemnify and save harmless the Town from all costs and damages which it  
may suffer by reason of failure to do so, and shall reimburse and repay the Town all  
outlay and expense which the Town may incur in making good any default, then this  
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and  
agrees that no change, extension of time, alteration or addition to the terms of the  
contract or to work to be performed thereunder or the specifications accompanying the  
same shall in any ways affect its obligation on this bond, and it does hereby waive  
notice of any such change, extension of time, alteration or addition to the terms of the  
contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

INWITNESS WHEREOF, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal Secretary

By \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Surety Secretary

\_\_\_\_\_  
Surety

(SEAL)

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

NOTE: Date of bond must not be prior to date of contract. If contractor is a partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570, as amended) and be authorized to transact business in the state where the project is located.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

Firm \_\_\_\_\_  
Address \_\_\_\_\_

a \_\_\_\_\_ hereinafter referred to as "Principal" and  
Individual, Partnership or Corporation

Name of Surety \_\_\_\_\_  
Address of Surety \_\_\_\_\_

hereinafter referred to as "Surety", are held and firmly bound unto the Town of  
Johnstown, S.Parish St., Johnstown, Colorado, 80534, hereinafter referred to as  
"Town", in the penal sum of

\_\_\_\_\_ (\$ \_\_\_\_\_) in a lawful money  
of the United States, for the payment of which sum will and truly to be made, we bind  
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered  
into a certain contract with the Town, dated the \_\_\_\_ day of \_\_\_\_\_, 2020, a  
copy of which is hereto attached and made a part hereof for the construction of:

**2020 EAST I-25 FRONTAGE ROAD 12" WATER LINE**

NOW, THEREFORE, if the Principal shall, during the entire length of said contract and  
any extension thereof, promptly make payment to all persons, firms, subcontractors,  
and corporations furnishing materials for or performing labor in the prosecution of the  
work provided for in such contract, and any authorized extension or modification  
thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke,  
repairs on machinery, equipment and tools, consumed or used in connection with the  
construction of such work, and all insurance premiums on said work, and for all labor  
performed in such work whether by subcontractor or otherwise, then this obligation  
shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety, for value received hereby stipulates and  
agrees that no change, extension of time, alteration, or addition to the terms of the  
contract or to the work or to be performed thereunder or the specifications  
accompanying the same shall in any way affect its obligation on time, alteration or  
addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the contractor  
shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal Secretary

(SEAL)

By \_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
Surety Secretary

(SEAL)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

NOTE: Date of bond must not be prior to date of contract. If contractor is a partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570, as amended) and be authorized to transact business in the state where the project is located.

## INSURANCE REQUIREMENTS

The contractor shall secure and maintain such insurance policies as will protect himself, his subcontractors, and the Town of Johnstown, from claims for bodily injuries, death or property damage, which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

- (a) Statutory Workmen's Compensation
  
- (b) Commercial General Liability
  - General Aggregate \$1,200,000
  - Products/ \$1,200,000
  - (Completed Operations Aggregate)
  - Each Occurrence \$600,000
  - Personal & Advertising Injury \$600,000
  - Fire Damage \$50,000
  - Medical Expense \$5,000
  
- (c) Automobile Liability
  - Bodily Injury and Property Damage/ \$600,000
  - (Combined Single Limit)

The Certificate of Insurance must show the Town of Johnstown as an Additional Insured.

All policies shall be for not less than the amounts set forth above.

Certificates or copies of policy of such insurance shall be filed with the Town and shall be subject to its approval as to adequacy of protection, within the requirements of the specifications. Said Certificates of Insurance shall contain a 30-day written notice of cancellation in favor of the Town.

**NOTICE TO PROCEED**

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

**2019 TOWN OF JOHNSTOWN STREET IMPROVEMENTS PROGRAM**

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, 2020, on or before \_\_\_\_\_, 2020, and you are to complete the work within \_\_\_\_\_ (\_\_\_\_) consecutive calendar days thereafter. The date of completion of all work is therefore \_\_\_\_\_, 2020.

THE TOWN OF JOHNSTOWN

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged by

\_\_\_\_\_

\_\_\_\_\_

this the \_\_\_\_ day of \_\_\_\_\_, 2020.

By \_\_\_\_\_

Title \_\_\_\_\_

**CHANGE ORDER**

CHANGE ORDER NO.

DATE:

PROJECT: **2019 TOWN OF JOHNSTOWN STREET OVERLAY PROJECT**

TO (CONTRACTOR):

JUSTIFICATION: thin asphalt. Need for reconstruction instead of overlay  
\_\_\_\_\_ You are directed to make the following changes in the work. All other terms and conditions of the contract not expressly modified hereby shall remain in full force and effect.

**ITEM NO.    DESCRIPTION    EST. QTY.    UNIT    UNIT COST    AMOUNT**

\_\_\_\_\_

The original contract sum was ..... \$

Net change by previous change orders..... \$

The contract sum prior to this Change Order was..... \$

The contract sum will be (increased) (decreased) or (unchanged) by this Change Order..... \$

The contract sum including this Change Order will be..... \$

The new contract time will be (increased) (decreased) or (unchanged) by \_\_\_\_\_(\_\_\_\_\_) days.

The date of completion as of the date of this Change Order is therefore

ACCEPTED BY: \_\_\_\_\_

Contractor

Address \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

ORDERED BY:

The Town of Johnstown  
450 S. Parish St.  
Johnstown, Co 80534

By \_\_\_\_\_

Date \_\_\_\_\_

**NOTICE OF CONTRACTOR'S SETTLEMENT**

This is to notify all persons interested that the Town of Johnstown, Colorado will make final payment to \_\_\_\_\_,

for work completed on **2020 EAST I-25 FRONTAGE ROAD 12" WATER LINE**

Said final payment will be made on \_\_\_\_\_, 2020.

Anyone having claims in conjunction with this project may file same with the undersigned no later than \_\_\_\_\_, 2020.

TOWN OF JOHNSTOWN

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

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

**FINAL RECEIPT AND GUARANTEE**

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

Received this date of \_\_\_\_\_, 2020, as full and final payment of the cost of improvements provided for in the Contract executed by \_\_\_\_\_, and Payee on or about \_\_\_\_\_, 2020, together with all amendments, change orders, and additions thereto, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), being the remainder of the full amount accruing to the undersigned by virtue of said contract and extra work performed thereunder, said payment covering and including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, for the additional consideration of One Dollar (\$1.00) for the execution hereto, and the undersigned hereof releases the Town of Johnstown from any claims whatsoever resulting from said contract and all work performed thereunder.

The undersigned by these present certifies that all persons doing work upon or furnishing materials for said improvements under the foregoing contract and all additions thereto have been paid in full. The undersigned further certifies that all work has been completed in a workmanlike manner in conformity with the plans and specifications. That should any portion of said work or material prove defective within **one (2) year** from the date of final acceptance of the entire project by the Town, the undersigned shall replace any such defective material and remedy any such defective work to the satisfaction of the Town of Johnstown and shall defend, indemnify, expenses, and charge of every kind which may arise as a result of any such defective material and workmanship during said period.

**2020 EAST I-25 FRONTAGE ROAD 12" WATER LINE**

Name \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

## **BID SPECIFICATIONS**

For Town of Johnstown Public Improvement Design Standards and Specifications refer to:  
<https://townofjohnstown.com/116/Public-Improvement-Design-Standards>