



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Wednesday, July 07, 2021 at 7:00 PM

MISSION STATEMENT: Enhancing the quality of life of our residents, businesses, and visitors through community focused leadership.

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

1. Business of the Month - Presented by Sarah Crosthwaite, Economic Development Manager

PUBLIC COMMENT

Members of the audience are invited to speak at the Council meeting. Public Comment 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.

CONSENT AGENDA

The Consent Agenda is a group of routine matters to be acted on with a single motion and vote. Council or staff may request an item be removed from the Consent Agenda and placed on the Regular Agenda for discussion.

- [2.](#) Minutes June 21, 2021
- [3.](#) Minutes - June 24, 2021
- [4.](#) Second Reading Ordinance 2021-199 an Ordinance Amending Section 10-61 and Section 10-71 of the Johnstown Municipal Code Concerning the Jurisdictional Limit for Criminal Mischief and Theft
- [5.](#) Ordinance 2021-200 Approving P.U.D. Outline Development Plan (ODP) for Purvis Farm
- [6.](#) Resolution 2021-20 Adopting Larimer County Multi-Jurisdictional Hazard Mitigation Plan (2021)

TOWN MANAGER REPORT

- [7.](#) Town Manager's Report

TOWN ATTORNEY REPORT

SWEAR IN NEW COUNCIL MEMBER

- [8.](#) Administer Oath of Office - Newly Appointed Council Member

PUBLIC HEARING

- [9.](#) New Tavern Liquor License - The Immortal Bar, LLC

- [10.](#) First Reading: Ordinance No. 2021-202, An Ordinance Authorizing the Issuance of Revenue Bonds to Provide for Improvements to the Wastewater System and Establishing Covenants in Connection with the Financing for the Payment of the Bonds from Wastewater Revenues; and Approving Other Matters in Connection with the Financing.
- [11.](#) First Reading: Ordinance 2021-203 Disconnecting portions of the Maxfield Annexation No. 1 from the Town of Johnstown

NEW BUSINESS

- [12.](#) Town Solid Waste and Recycling Services
- [13.](#) 2021 Pavement Management Program Award
- [14.](#) Resolution 2021-21, Declaring Its Official Intent to Reimburse Itself with the Proceeds of the Issuance of Municipal Bonds for Certain Capital Expenditures Undertaken or to be Undertaken by the Town; Generally Identifying the Capital Expenditures; and Providing Certain Other Matters I Connection Therewith

EXECUTIVE SESSION

15. An executive session regarding matters subject to negotiation, developing a strategy for negotiations and instructing negotiators pursuant to C.R.S. § 24-6-402(4)(b) related to railroad crossing license agreement.

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

INFORMATIONAL

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at (970) 587-4664 within 48 hours prior to the meeting in order to request such assistance.

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Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, June 21, 2021 at 7:00 PM

MINUTES

CALL TO ORDER

Mayor Lebsack called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

ROLL CALL

PRESENT

Mayor Gary Lebsack
Councilmember Chad Young
Councilmember Damien Berg
Councilmember Jesse Molinar
Councilmember Troy Mellon

ABSENT

Councilmember Amy Tallent

Staff Present: Matt LeCerf, Town Manager, Avi Rocklin, Town Attorney, Chief Brian Phillips, Kim Meyer, Planning Director and Mitzi McCoy, Finance Director

AGENDA APPROVAL

Motion made by Councilmember Berg, seconded by Councilmember Mellon to approve the agenda as submitted. Motion carried with a unanimous vote.

PUBLIC COMMENT

Diana Morris, 318 Estate Drive, shared concerns about the weed issues on the Purvis property. The lot is no longer being farmed and the weeds have grown out of control. She asked Council to address the weeds and have them mowed.

Karen Van Engelenburg, 2058 Parkwood, concerns with weeds on the Purvis property.

Wesley Haselhorst, 25 S. Raymond, every time there is a large rain or snow melt, water pools on the street at the SW corner of the property and into the neighbor's garage, does not feel the street was paved correctly to help the water drain towards 60, suggested a simple curb and leveling on the east side of the street would solve the problem. Also, would like to have a sidewalk installed along there.

Steven Cavender, 496 Expedition Lane, speeding concerns on Centennial Drive, Dee Road and Castle Pines in Johnstown Farms.

CONSENT AGENDA

Motion made by Councilmember Mellon, seconded by Councilmember Molinar to approve the Consent Agenda. Motion carried with a unanimous vote.

- Minutes - June 7, 2021

Page 2
June 21, 2021

- List of Bills - June 2021
- May 2021 Financial Statements
- Second Reading Ordinance No. 2021-198: An Ordinance Amending Article XIV of Chapter 16 of the Johnstown Municipal Code Concerning the Central Business District
- Water and Sewer Service Agreement - Trade at 2534 Lot 1, Building 1
- Water and Sewer Service Agreement - Trade at 2534 Lot 2, Building 2

PUBLIC HEARING

1. Ordinance 2021-199: An Ordinance Amending Section 10-61 and Section 10-71 of the Johnstown Municipal Code Concerning the Jurisdictional Limit for Criminal Mischief and Theft – This Ordinance will amend the Johnstown Municipal Code to increase the amount of jurisdictional limit for theft and adds a jurisdictional limit for criminal mischief to \$750.00. With the increase the Johnstown Police Department will be able to issue more summonses into the Johnstown Municipal Court.

Mayor Lebsack opened the public hearing at 7:11 p.m. and having no public comments, closed the hearing at 7:14 p.m. Motion made by Councilmember Berg, seconded by Councilmember Young to approve Ordinance No. 2021-199, an Ordinance Amending Section 10-61 and Section 10-71 of the Johnstown Municipal Code Concerning the Jurisdictional Limit for Criminal Mischief and Theft. Motion carried with a unanimous vote.

2. Ordinance 2021-200: Approving P.U.D. Outline Development Plan (ODP) for Purvis Farm -This is a request to approve the Outline Development Plan. The ODP includes mixed use residential and 12.5 acres intended for commercial/retail uses. The concept plan illustrates a total of 387 units.

Mayor Lebsack opened the public hearing at 7:16 p.m. and heard from staff. Representatives for the developer were present to answer questions from Council.

The following residents addressed Council during public comment:

Diana Morris, 318 Estate Drive, expressed concerns with crime rates rising as Johnstown continues to grow, drainage issues within that area flooding basements, yards and patios, the lot sizes in Rolling Hills are larger than originally reported, the proposed development will lower their property values and traffic continues to be a problem on CR17 and doesn't believe traffic on CR 13 will get any better.

Bob Bixler, 1813 N. 3rd Street, concerns with the drainage from the Landings into Rolling Hills, and the release peak flow rate is double than what is allowed according to the Colorado drainage laws, and does not believe the new drainage ponds will be done correctly.

Ralph Ferrara, 327 Estate Drive, concerns with the traffic along Highway 60 and CR 13 as well as with the inlet/outlet on Highway 60.

Cynthia Mitts, 2306 Alysse Court, concerns of her basement getting flooded, already has had it happen 2 times previously.

Connie Dennis, 324 Estate Drive, concerns with drainage, asked who is responsible for maintaining the drainage pipe and grate that is constantly clogged with debris, traffic and the multiple egresses in the short ½ mile stretch between Rolling Hills and Colorado Blvd. Is encouraged by the larger lot sizes along the east side of the Purvis Development, but very concerned about the smaller lots throughout and worried they will be "trailer lots" or very small homes.

Shawn York, 301 McGregor Lane, echoed the same concerns as the others, and is concerned about water infrastructure and what that looks like for additional development.

Page 2

June 21, 2021

Roy Moore, 2223 Podtburg Circle, concerns with emergency access in the Landings Subdivision, drainage, the proposed development will lower property values of the current homes, water capacity for all the new homes.

Sue Powell, 406 Estate Drive, concerns with the number of homes being built in this proposal along with the Granary and Mallard Ridge and the impact on the schools and Town services, only starter homes are being proposed in the developments, weeds on the property, would like to see larger lot sizes.

JoAnn Keith, 2004 Crestview Drive, concerns with drainage and flooding that has affected her property.

Having no further comments, the hearing closed at 9:00 p.m. Motion made by Councilmember Mellon, seconded by Councilmember Molinar to approve Ordinance No 2021-200, Approving PUD Outline Development Plan (ODP) for Purvis Farm Located in the South Half of Section 6, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, Consisting of Approximately 111.0 Acres subject to the following changes: (1) Area A shall be revised to reflect lot sizes of no less than 6,000 square feet; (2) the eastern portion of Area A, abutting the Rolling Hills Ranch Subdivision, shall be revised to reflect lot sizes of no less than 15,000 square feet; and (3) language shall be added to reflect that the Town supports a maximum ½ movement (right-in/right-out) on State Highway 60. Motion carried with a unanimous vote.

3. Ordinance 2021-201: An Ordinance Amending Section 13-151(C) Of the Johnstown Municipal Code Concerning Level 2 Drought Restrictions; And Declaring an Emergency. This Ordinance will amend Section 13-151(c)(1) and (2) of Article IV of Chapter 13, which addresses Level 2 Drought Condition and provisions for the conservation of water. The water plant has a permitted level if 5MGD and the town is currently operating a daily flow of 4.7 MGD. As part of the operation of the water plant there is a peak demand currently of 6 MGD. Staff would like to control the water use during the day to ensure there is proper pressure on the system.

Mayor Lebsack opened the public hearing at 9:11 p.m. Having no public comment, the hearing closed at 9:33 p.m. Motion made by Councilmember Mellon, seconded by Councilmember Young to deny Ordinance 2021-201. Motion carried with a unanimous vote.

NEW BUSINESS

1. Consider Appointment of Councilmember – Motion made by Councilmember Mellon, seconded by Councilmember Berg to appoint Bill Stevens to fill the vacant Councilmember position until the Regular April, 2022 election. Motion carried with a unanimous vote.
2. Resolution No. 2021-19: Declaring Level 2 Drought Condition – Motion made by Councilmember Mellon, seconded by Councilmember Berg to not consider approval of Resolution 2021-19. Motion carried with a unanimous vote.

ADJOURN

The meeting adjourned at 9:51 p.m.

Mayor

Town Clerk



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, June 24, 2021 at 7:00 PM

MINUTES

CALL TO ORDER

Mayor Lebsack called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

ROLL CALL

PRESENT

Mayor Gary Lebsack
Councilmember Chad Young
Councilmember Damien Berg
Councilmember Jesse Molinar
Councilmember Troy Mellon

ABSENT

Councilmember Amy Tallent

Staff Present: Matt LeCerf, Town Manager, Avi Rocklin, Town Attorney

AGENDA APPROVAL

Motion made by Councilmember Mellon, seconded by Councilmember Molinar to approve the agenda as submitted. Motion carried with a unanimous vote.

NEW BUSINESS

1. Compliance Order on Consent in The Matter of: Town of Johnstown CDPS Permit No. CO0021156 Johnstown Central WWTF and CDPS Permit No. CO0047058 Johnstown Low Point WWTP Weld County, Colorado – This document is a legally binding Order between the Colorado Department of Public Health and Environment and the Town of Johnstown and is a result of noncompliance by the Town in maintaining proper operations at the Low Point and Central Waste Water Treatment Plant facilities. A monetary penalty in the amount of \$502,523.00 was agreed to, and in lieu of this payment the town will complete three supplemental environmental projects totaling the penalty. The projects are: install approximately 206 LED streetlights, install a solar power array on the roof of the new recreation center, and donate \$42,000 to the Johnstown Housing Authority to be used to replace the boiler system. The Town will also make the necessary improvements to the wastewater treatment facilities. Motion made by Councilmember Mellon, seconded by Councilmember Young to approve the Compliance Order on Consent in The Matter Of: Town of Johnstown CDSP Permit No CO0021156 Johnstown Central WWTF and CDPS Permit No. CO0047058 Johnstown Low Point WWTP Weld County, Colorado subject to a final form authorization by either the Town Attorney or Town Manager.

ADJOURN

The meeting adjourned at 7:25 p.m.

Mayor

Town Clerk



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: July 7, 2021

SUBJECT: Ordinance 2021-199, An Ordinance Amending Section 10-61 and Section 10-71 of the Johnstown Municipal Code Concerning the Jurisdictional Limit for Criminal Mischief and Theft

ACTION PROPOSED: Consider Final Approval of Ordinance No. 2021-199

ATTACHMENTS: 1. Ordinance No. 2021-199

PRESENTED BY: Brian Phillips, Chief of Police
Avi Rocklin, Town Attorney

AGENDA ITEM DESCRIPTION: Article IV of Chapter 10 of the Johnstown Municipal Code (“Code”) regulates offenses against property, including theft and criminal mischief. Pursuant to the Code, the Johnstown Municipal Court may only exercise jurisdiction over theft when the value of the property at issue is less than Two Hundred Dollars (\$200.00). The Code does not contain a jurisdictional limit for criminal mischief.

The Johnstown Police Department currently issues summonses for petty theft for amounts more than \$200.00 into the county courts. Town Staff does not believe this is efficient and recommends that the jurisdictional limit for theft and criminal mischief be set in an amount that is less than Seven-Hundred and Fifty Dollars (\$750.00). With that increase, more matters will be able to be heard and tried in the Johnstown Municipal Court.

The proposed ordinance provides for the following amendments to theft and criminal mischief offenses:

- Section 10-71 - Petty Theft: “It shall be unlawful for any person knowingly to obtain or exercise control over anything of another where the value is less than seven hundred fifty (\$750.00) without authorization, by threat or deception or knowing said thing of value to have been stolen . . .”
- Section 10-61 - Criminal Mischief: “It shall be unlawful for any person to intentionally damage the real or personal property of one (1) or more other persons in the course of a

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single criminal episode, where the aggregate damage to the real or personal property is less than seven hundred fifty dollars (\$750.00).”

LEGAL ADVICE:

The Town Attorney prepared Ordinance No. 2021-199.

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION: Approve the Ordinance as presented upon second reading.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2021-199

**AN ORDINANCE AMENDING SECTION 10-61 AND SECTION 10-71
OF THE JOHNSTOWN MUNICIPAL CODE CONCERNING THE
JURISDICTIONAL LIMIT FOR CRIMINAL MISCHIEF AND THEFT**

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

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

WHEREAS, Article IV of Chapter 10 of the Johnstown Municipal Code (“Code”) regulates offenses against property; and

WHEREAS, pursuant to Section 10-61 of the Code, the Johnstown Municipal Court exercises jurisdiction over the crime of criminal mischief, but a jurisdictional limit is not set forth therein; and

WHEREAS, pursuant to Section 10-71 of the Code, the Johnstown Municipal Court exercises jurisdiction over the crime of theft when the value of the property at issue is less than two hundred dollars (\$200.00); and

WHEREAS, Colorado statute permits municipal courts to exercise jurisdiction over theft in an amount exceeding the current limit; and

WHEREAS, the Town Council desires to set a jurisdictional limit for criminal mischief and increase the jurisdictional limit for theft, and permit the Johnstown Municipal Court to exercise jurisdiction over such violations when the value of the property at issue is less than seven hundred fifty dollars (\$750.00); and

WHEREAS, the Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the preservation of the public health, welfare, peace, safety and property and that this Ordinance is in the best interests of the citizens of the Town.

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

Section 1. Section 10-61. Section 10-61 of Article IV of Chapter 10 of the Johnstown Municipal Code is hereby amended in full to read as follows:

Sec. 10-61. - Criminal mischief.

It shall be unlawful for any person to intentionally damage the real or personal property of one (1) or more other persons in the course of a single criminal episode, where the aggregate damage to the real or personal property is less than seven hundred fifty dollars (\$750.00).

Section 2. Section 10-71. Section 10-71 of Article IV of Chapter 10 of the Johnstown Municipal Code is hereby amended in full to read as follows:

Sec. 10-71. - Petty theft unlawful.

It shall be unlawful for any person knowingly to obtain or exercise control over anything of another where the value is less than seven hundred fifty dollars (\$750.00) without authorization, by threat or deception or knowing said thing of such value to have been stolen, when the person who so obtains or exercises control over such thing of such value:

[The remainder of the Section shall remain unchanged.]

Section 3. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 4. Code revisions. Minor changes such as the format and other changes to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content will be altered by such changes.

Section 5. Publication; Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town's Home Rule 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 shall be available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 21st day of June, 2021.

ATTEST:

By:

Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By:

Gary Lebsack, Mayor



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: June 21, 2021

SUBJECT: Ordinance 2021-200 Approving P.U.D. Outline Development Plan (ODP) for Purvis Farm

ACTION PROPOSED: Consider Ordinance 2021-200 on Second Reading

ATTACHMENTS: 1. Ordinance 2021-200, as amended at First Reading
2. Exhibit B Outline Development Plan for Purvis Farm Document

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The approval of the P.U.D. Outline Development Plan for Purvis Farm was conditioned upon updates to the plan, which are reflected in the current, attached ODP document – see Attachment 2. This ODP will supersede the existing Purvis-Trembath Outline Development Plan (2005).

LEGAL ADVICE:

Ordinance was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Ordinance 2021-200 Approving P.U.D. Outline Development Plan (ODP) for Purvis Farm.

Reviewed and Approved for Presentation,

Town Manager

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**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2021-200**

**APPROVING P.U.D. OUTLINE DEVELOPMENT PLAN FOR PURVIS FARM
LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 NORTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF
JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING
OF APPROXIMATELY 111.0 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, 6037 Johnstown LLC, a Colorado limited liability company, submitted an application to the Town for approval of a P.U.D. Outline Development Plan for a subdivision known as Purvis Farm, located in the South Half of Section 6, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 111.0 acres; and

WHEREAS, on April 28, 2021, the Planning and Zoning Commission held a public hearing and recommended approval of the Purvis Farm P.U.D. Outline Development Plan; and

WHEREAS, on June 21, 2021, the Town Council held a public hearing concerning approval of the Purvis Farm P.U.D. Outline Development Plan; and

WHEREAS, after considering the Planning and Zoning Commission’s recommendation for approval, reviewing the file and conducting such public hearing, Town Council finds that, subject to conditions, the Purvis Farm P.U.D. Outline Development Plan is consistent with, and furthers the goals of, the *Johnstown Area Comprehensive Plan* goals and is compatible with all other applicable Town standards and regulation; and

WHEREAS, based on the foregoing, Town Council desires to approve the Purvis Farm P.U.D. Outline Development Plan.

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

Section 1. P.U.D. Outline Development Plan Approval. The Purvis Farm P.U.D. Outline Development Plan, located in located in South Half of Section 6, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado,

consisting of approximately 111.0 acres ("Property"), attached hereto and incorporated herein by reference as Exhibit A, is hereby approved, subject to the following conditions:

1. Except as provided below, Area A shall be revised to reflect lot sizes of no less than 6,000 square feet;
2. The eastern portion of Area A, abutting the Rolling Hills Ranch Subdivision, shall be revised to reflect lot sizes of no less than 15,000 square feet; and
3. Language shall be added to reflect that the Town supports a maximum one-half movement (right-in / right-out) on State Highway 60.

Section 2. Supersede and Replace Prior Outline Development Plan. With respect to the Property, the Purvis Farm P.U.D. Outline Development Plan adopted herein shall supersede and replace the Purvis-Trembath Outline Development Plan approved concurrently with the annexation of the Property on July 18, 2005, by Ordinance 2005-744.

Section 3. Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town's Home Rule 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 Town's Home Rule Charter. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED, AS AMENDED, UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PROJECT TITLE

PURVIS FARM
OUTLINE
DEVELOPMENT
PLAN

JOHNSTOWN, CO

PREPARED FOR

OWNER:
6037
JOHNSTOWN
LLC

144 North Mason Street
Fort Collins CO 80524

REVISIONS	DATE
Staff Comments	03.02.21
Staff Comments	04.12.21
Staff Comments	06.28.21

DATE

December 30, 2020

SHEET TITLE

Cover Sheet

SHEET INFORMATION

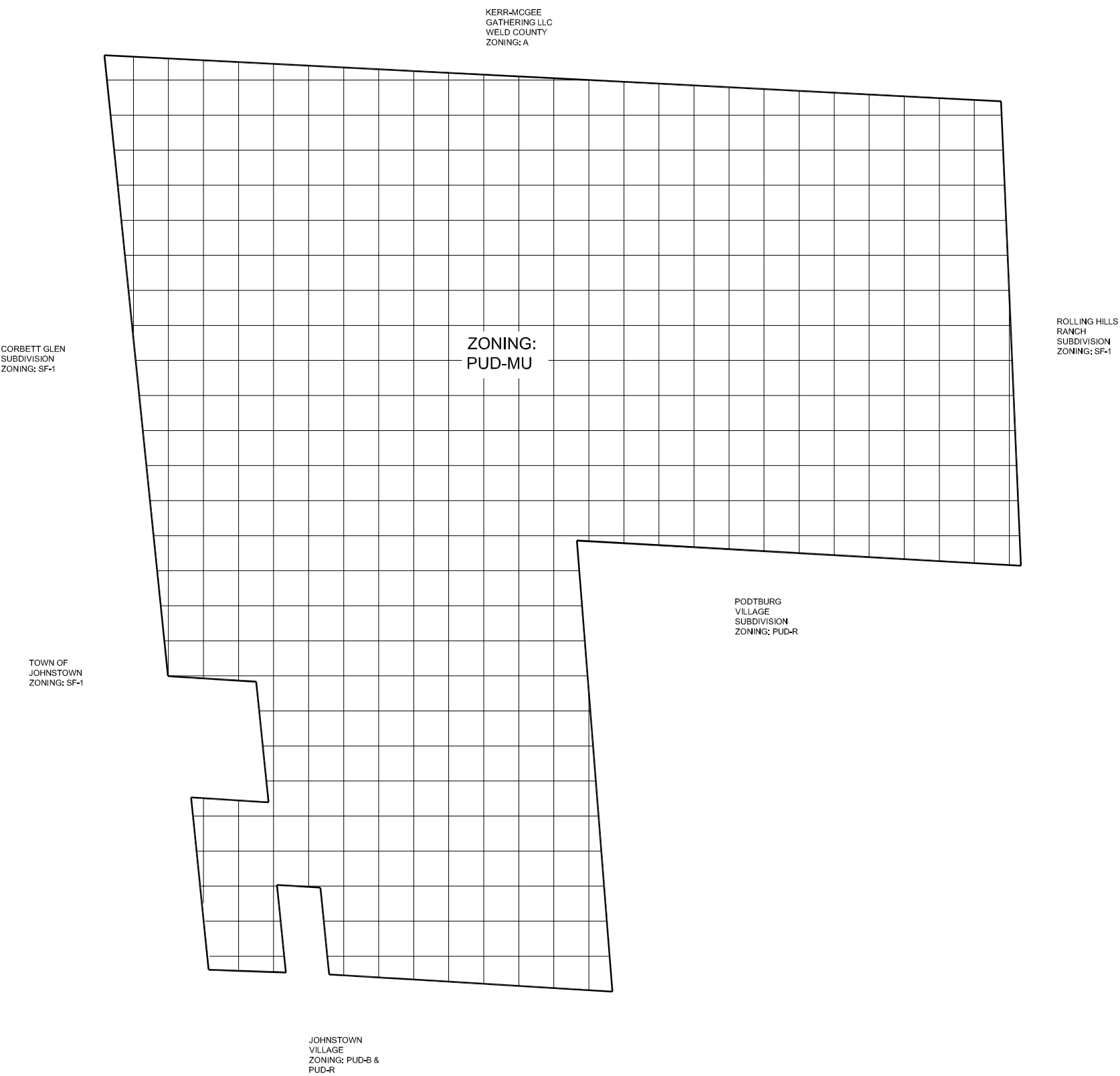
Sheet Number: 1

Of: 5

PURVIS FARM
OUTLINE DEVELOPMENT PLAN

LOCATED IN THE SOUTH ONE-HALF OF SECTION 6, TOWNSHIP 4 NORTH,
RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO

Existing Zoning:



Approvals:

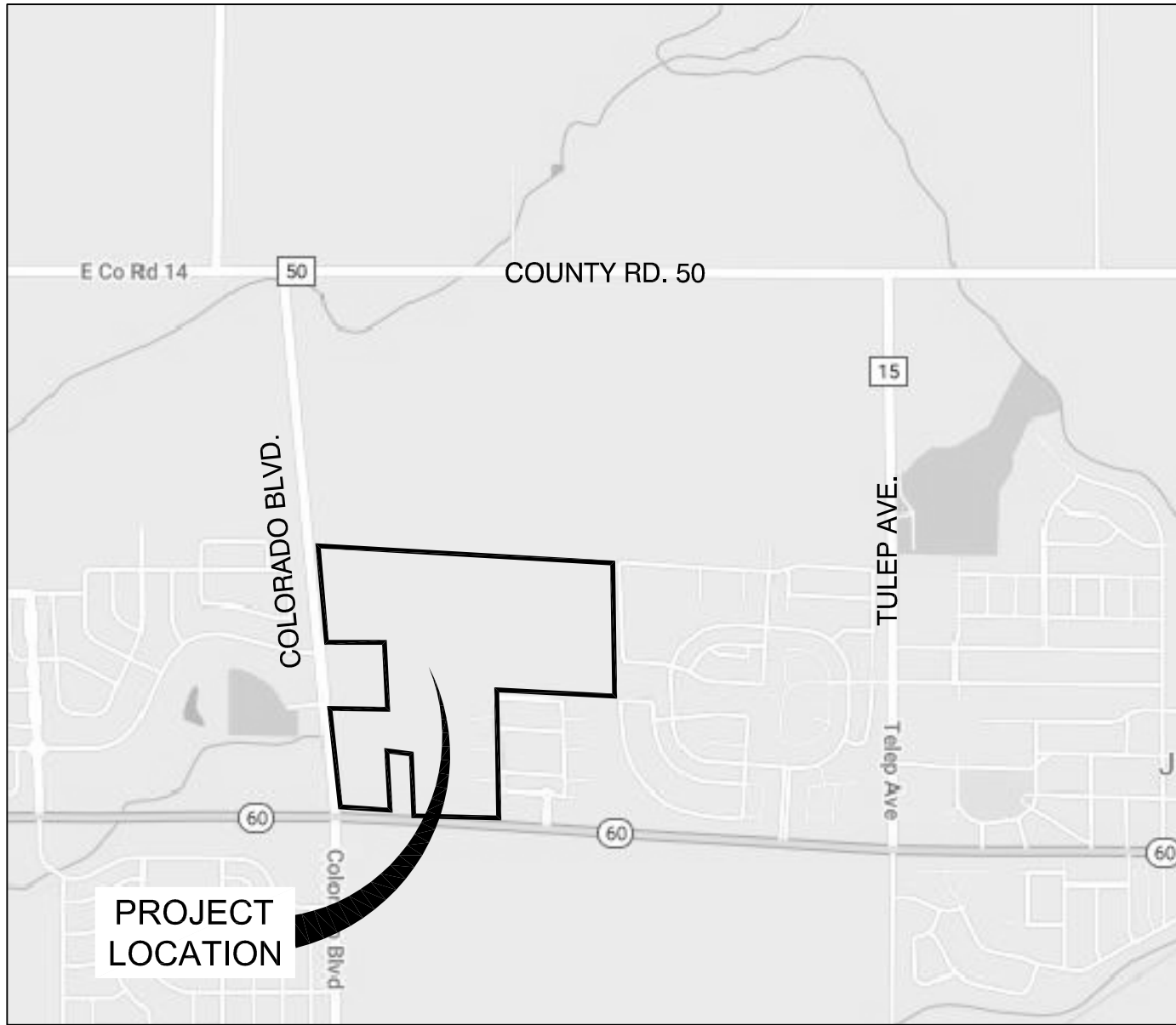
TOWN COUNCIL

THIS OUTLINE DEVELOPMENT PLAN, TO BE KNOWN AS PURVIS FARM ODP, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY ORDINANCE NUMBER 2021-200, PASSED AND ADOPTED ON FINAL READING AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE 7TH DAY OF JULY, 2021.

BY: _____
MAYOR

ATTEST: _____
TOWN CLERK

Vicinity Map:



General Notes:

- ACCESS POINTS SHOWN ON THIS ODP ARE APPROXIMATE. EXACT LOCATIONS TO BE DETERMINED DURING THE PRELIMINARY AND FINAL PLATTING PROCESS BASED ON THE FINAL TRAFFIC IMPACT STUDY.
- LOCAL AND COLLECTOR STREETS MAY CHANGE LOCATION, SIZE AND CONFIGURATION AT TIME OF PLATTING. LOCAL AND COLLECTOR STREETS SHALL CONFORM TO THE TOWN OF JOHNSTOWN STREET STANDARDS AT THE TIME OF PLATTING.
- ALL DENSITIES AND UNIT COUNTS ARE PROJECTIONS, FINAL DENSITIES TO BE DETERMINED AT TIME OF PLATTING. DENSITY OF ANY GIVEN PHASE SHALL NOT EXCEED 9 DU/AC. ACTUAL NUMBER OF UNITS WILL BE DETERMINED AT TIME OF SUBDIVISION PLATTING.
- AREAS OF DEVELOPMENT PARCELS SHOWN ARE APPROXIMATE AND MAY VARY. EXACT LOT SIZES WILL BE DETERMINED WITH EACH PRELIMINARY AND FINAL SUBDIVISION SUBMITTAL.
- FINAL CONFIGURATION OF PARCELS, OPEN SPACE AREAS AND STREETS MAY VARY FROM THAT SHOWN.
- WHERE A PROPOSED USE IS NOT LISTED IN THE ODP, THE TOWN SHALL HAVE SOLE DISCRETION RELATING TO THE PROPOSED USE.
- ALL DRAINAGE ELEMENTS ARE CONCEPTUAL IN NATURE AND FINAL DETERMINATIONS OF THE DRAINAGE SYSTEM, TO INCLUDE THE PLACEMENT OF DETENTION/RETENTION PONDS, CHANNELS, AND STORM SEWER, WILL BE MADE DURING THE PRELIMINARY AND FINAL DRAINAGE REPORTS AND DURING THE PRELIMINARY DEVELOPMENT PLAN PROCESS AS A PART OF THE FINAL SUBDIVISION PLATTING.
- LANDSCAPING, SIGMA, ARCHITECTURE, NON-RESIDENTIAL PARKING, FENCING AND LIGHTING FOR DEVELOPMENT WITH THIS PUD SHALL EITHER FOLLOW THOSE APPLICABLE STANDARDS IN THE TOWN OF JOHNSTON MUNICIPAL CODE OR THE DEVELOPER MAY FORMULATE DESIGN STANDARDS REGULATING THE DESIGN, CHARACTER, LOCATION AND OTHER DETAILS OF THESE ELEMENTS PRIOR TO THEIR IMPLEMENTATION. THE DEVELOPER FORMULATED DESIGN STANDARDS MUST RECEIVE APPROVAL BY THE PLANNING AND DEVELOPMENT DIRECTOR PRIOR TO IMPLEMENTATION.

Development Phasing:

PHASING WILL OCCUR IN A LOGICAL AND COST EFFECTIVE MANNER BASED ON INFRASTRUCTURE DETENTION, AVAILABILITY OF UTILITY SERVICE, AND MARKET CONDITIONS. IT IS ANTICIPATED THE PROJECT WILL BE BUILT-OUT IN THREE PHASES. ALL PHASING IS SUBJECT TO TOWN OF JOHNSTOWN AND FRONT RANGE FIRE RESCUE AUTHORITY APPROVAL.

Legal Description:

A PORTION OF THE SOUTH ONE-HALF OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

Statement of Intent:

THE INTENT OF THIS OUTLINE DEVELOPMENT PLAN (ODP) IS TO PROVIDE THE FRAMEWORK FOR THE PURVIS FARM PROPERTY DEVELOPMENT. THIS ODP WILL CREATE A COMPATIBLE VARIETY OF LAND USES THAT ARE IN KEEPING WITH THE PROPERTY'S UNIQUE PHYSICAL ASPECTS AND TOPOGRAPHY. THE RESIDENTIAL PLANNING AREAS ARE INTENDED TO PROVIDE FOR A VARIETY OF LOT TYPES AND SIZES AND THE MIXED USE PLANNING AREA IS INTENDED FOR THE DEVELOPMENT OF A WIDE VARIETY OF USES, INCLUDING NEIGHBORHOOD COMMERCIAL.

FLEXIBILITY IN LOT SIZES AND HOUSING TYPES WILL ENCOURAGE INVENTIVE DESIGN TO FIT MARKET DEMANDS. IN ADDITION, THIS ODP PROVIDES FOR A HIGHLY-AMENITIZED COMMUNITY, WITH MILES OF WALKING TRAILS AND SEVERAL POCKET PARKS LOCATED THROUGHOUT THE SUBDIVISION, ALLOWING FOR A PEREDSTRIAN-FRIENDLY COMMUNITY. THE PLAN TAKES ADVANTAGE OF THE NATURAL TOPOGRAPHY OF THE SITE BY PROVIDING THE SINGLE FAMILY DETACHED RESIDENTIAL ON THE TOP OF THE HILL IN ORDER TO OFFER VIEWS OF THE MOUNTAINS. THE MORE INTENSE USES ARE LOCATED CLOSER TO THE ARTERIAL STREET INTERSECTION.

THREE PRODUCT TYPES ARE ANTICIPATED AS FOLLOWS:

- SINGLE-FAMILY LOTS (50' X 110')
- SINGLE-FAMILY LOTS (80' X 110')
- SINGLE FAMILY LOTS (15,000 SQ. FT.)
- DUPLEX UNITS
- TOWNHOME UNITS

+/- 8 ACRES OF COMMERCIAL AND MIXED USE ARE PLANNED FOR THE SOUTHWEST CORNER OF THE PROPERTY, WHICH COULD INCLUDE A CONVENIENCE STORE WITH FUEL SALES, RETAIL, RESTAURANTS, NEIGHBORHOOD SERVICES, OFFICE/FLEX OR SIMILAR USES. COMMERCIAL AND/OR MIXED-USE DEVELOPMENT IS STRONGLY ENCOURAGED IN THESE PARCELS.

THIS DEVELOPMENT HAS ARTERIAL ROADS LOCATED ON THE SOUTH AND WEST BOUNDARIES OF THE PROPERTY. THE PROXIMITY TO AN ARTERIAL ROAD NETWORK WILL PROVIDE EXCELLENT ACCESS TO THE PROPERTY.

Project Team:

OWNER:

6037 JOHNSTOWN LLC
114 NORTH MASON STREET
FORT COLLINS, CO 80524
970.407.7808

OWNER'S REPRESENTATIVE:

JEFF JENSEN
JENSEN LAPLANTE DEVELOPMENT
1603 OAKRIDGE DRIVE, SUITE 101
FORT COLLINS CO 80525
970.227.0622
JEFF@JENSENLAPLANTE.COM

PLANNER:

CATHY MATHIS
TB GROUP
444 MOUNTAIN AVENUE
BERTHOUD, CO 80513
970.532.5891
CATHY@TBGROUP.US

CIVIL ENGINEER:

JOHN TUFTTE PE
SANDERSON STEWART ENGINEERING
425 EAST MULBERRY STREET
FORT COLLINS, CO 80521
955.656.5255
JTUFTTE@SANDERSONSTEWART.COM

Conditions of Approval:

- PLANNING AREA A SHALL HAVE A MINIMUM OF 6,000 SQUARE FOOT LOTS.
- PLANNING AREA A-1 SHALL HAVE A MINIMUM OF 15,000 SQUARE FOOT LOTS.
- THE TOWN SUPPORTS A RIGHT-IN/RIGHT-OUT TO A 1/2-MOVEMENT ACCESS ON TO HIGHWAY 60.

Sheet Index:

SHEET 1	COVER SHEET
SHEET 2	OUTLINE DEVELOPMENT PLAN
SHEET 3	CONCEPT PLAN
SHEET 4	MASTER UTILITY & ACCESS LOCATIONS PLAN
SHEET 5	MASTER GRADING & DRAINAGE PLAN

PROJECT TITLE

PURVIS FARM
OUTLINE
DEVELOPMENT
PLAN

JOHNSTOWN, CO

PREPARED FOR

OWNER:
603
JOHNSTOWN
LLC

144 North Mason Street
Fort Collins CO 80524

REVISIONS	DATE
Staff Comments	03.02.21
Staff Comments	04.12.21
Staff Comments	06.28.21

DATE

December 30, 2020

SHEET TITLE

OUTLINE
DEVELOPMENT
PLAN

SHEET INFORMATION

Sheet Number: 2

Of: 5

Densit

ANTICIPATED RESIDENTIAL DENSITIES ARE SPECIFIED WITHIN EACH PARCEL. THE FINAL DENSITY SHALL BE DETERMINED AT THE TIME OF PLATTING.

- PLANNING AREAS B AND C SHALL HAVE A MINIMUM DENSITY OF 5 D.U./ACRE AND A MAXIMUM DENSITY OF 10.0 D.U./ACRE.
- PLANNING AREA A SHALL HAVE A MAXIMUM DENSITY OF 5.0 D.U./ACRE.
- PLANNING AREA D SHALL HAVE A MINIMUM DENSITY OF 10.0 D.U./ACRE WITH NO MAXIMUM DENSITY.

Plannin Area Inde

PLANNING AREA (PA)	APPROX. ACREAGE	ANTICIPATED USES
PA - A	+/- 65.8 AC	RESIDENTIAL USES
PA- A1	+/- 7.0 AC	RESIDENTIAL USES
PA - B	+/- 14.8 AC	RESIDENTIAL USES
PA - C	+/- 6.9 AC	RESIDENTIAL USES
PA - D	+/- 16.5 AC	MIXED USES

Develo ment Standards: Residential

SINGLE FAMILY DETACHED	
MINIMUM LOT SIZE	*6,000 SF
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING HABITABLE SPACE	15**
FRONT SETBACK TO GARAGE	20'
FRONT SETBACK TO SIDE LOADED GARAGE	10'
SIDE YARD SETBACK	5'
REAR YARD SETBACK (FRONT LOADED)	10'
REAR YARD SETBACK (ALLEY LOADED)	5'
SIDE (CORNER) SETBACK	10'

* EXCEPT FOR PLANNING AREA A-1, LOTS SHALL BE A MINIMUM OF 15,000 SQ. FT.
** 5' ENCROACHMENT ALLOWED FOR COVERED PORCHES.

SINGLE FAMILY ATTACHED (DUPLICATE LOTS)	
MINIMUM LOT SIZE	3,500 SF
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING HABITABLE SPACE	20*
FRONT SETBACK TO GARAGE	20'
FRONT SETBACK TO SIDE LOADED GARAGE	10'
SIDE YARD SETBACK	0'
REAR YARD SETBACK (FRONT LOADED)	10'
REAR YARD SETBACK (ALLEY LOADED)	5'
SIDE (CORNER) SETBACK	10'
BUILDING SEPARATION	PER TOWN BUILDING CODE

* 5' ENCROACHMENT ALLOWED FOR COVERED PORCHES.

SINGLE-FAMILY ATTACHED (TOWNHOME LOTS)	
MINIMUM LOT SIZE	1,950
MAXIMUM HEIGHT	35' (OR 50' WITH CONDITIONAL USE APPROVAL)
FRONT SETBACK TO BUILDING HABITABLE SPACE	15*
MINIMUM FRONT SETBACK TO GARAGE	15'
FRONT SETBACK TO SIDE LOADED GARAGE	10'
REAR YARD SETBACK (FRONT LOADED)	10'
REAR YARD SETBACK (ALLEY LOADED)	5'
SIDE (CORNER) SETBACK	10'
BUILDING SEPARATION	PER TOWN BUILDING CODE

* 5' ENCROACHMENT ALLOWED FOR COVERED PORCHES.

NOTES:

- ZERO LOT LINES MAY BE UTILIZED WHEN A MAINTENANCE EASEMENT AND SIDE YARD EASEMENTS ARE EXECUTED.
- IF THE TOWN OF JOHNSTOWN DEVELOPMENT STANDARDS ARE REVISED, THE MORE RESTRICTIVE STANDARDS SHALL APPLY. FOR ANY STANDARDS NOT ADDRESSED IN THIS ODP, TOWN CODES, GUIDELINES, AND STANDARDS WILL BE DEFAULT.
- PORCHES ARE CONSIDERED PART OF THE BUILDING FOR THE PURPOSE OF SETBACK REQUIREMENTS.
- GARAGES AND ACCESSORY BUILDINGS SHOULD BE AN INTEGRAL PART OF BOTH THE RESIDENCE AND THE OVERALL SITE. GARAGES AND GARAGE DOORS SHOULD BE DESIGNED SO THAT THEY ARE NOT THE DOMINANT ARCHITECTURAL FEATURES OF THE RESIDENCE. DESIGNS THAT CREATE OPEN-SPACE ENCLOSURES SUCH AS COURTYARDS, ENCLOSED PATIOS, AND PARKING COURTS ARE ENCOURAGED. GARAGES AND ACCESSORY BUILDINGS SHOULD BE CONNECTED TO THE MAIN RESIDENCE THROUGH THE USE OF BREEZEWAYS, PERGOLAS, AND COVERED WALKWAYS. THERE SHALL BE A MAXIMUM OF THREE CAR SPACES IN A GARAGE THAT IS ATTACHED AND FULLY ENCLOSED.
- THE LANDSCAPE IN COMMON AREAS THROUGHOUT THE COMMUNITY SHOULD EMPHASIZE DROUGHT-TOLERANT AND NATIVE PLANT SPECIES. HOMEOWNERS AND BUILDERS ARE ENCOURAGED TO CONTINUE THIS STYLE OF DESIGN AND USE OF PLANT MATERIALS IN THE YARDS AROUND THE HOMES. LANDSCAPE IMPROVEMENTS ARE STRONGLY ENCOURAGED TO BE DESIGNED WITH WATER EFFICIENCY AS A MAJOR GOAL. THE FOLLOWING DESIGN TREATMENTS SHOULD BE KEPT IN MIND WHEN DESIGNING A WATER EFFICIENT LANDSCAPE:
 - APPROPRIATE TURF SELECTION
 - USE OF MULCH TO MAINTAIN SOIL MOISTURE
 - ZONING OF PLANT MATERIALS ACCORDING TO THEIR LIGHT AND WATER NEEDS
 - IMPROVEMENT OF THE SOIL WITH ORGANIC MATTER
 - EFFICIENT IRRIGATION SYSTEMS
 - PROPER MAINTENANCE AND IRRIGATION SCHEDULES
 - RECIRCULATION OF WATER FOR DECORATIVE WATER FEATURES
- NO RECREATIONAL VEHICLES, CAMPER, BOATS, TRAILERS, MOTOR HOMES SHALL BE STORED OR PARKED IN SUCH A MANNER AS TO BE VISIBLE FROM ANY OTHER PROPERTY FOR LONGER THAN 12 HOURS IN A SEVEN (7) DAY PERIOD. SUCH VEHICLES SHALL BE KEPT ONLY WITHIN GARAGES OR ENCLOSED STRUCTURES.

PLANNING AREA D USES:

- CONDITIONAL USES:
- FAST FOOD RESTAURANT WITH OR WITHOUT DRIVE-THROUGH FACILITIES
 - COFFEE SHOP
 - BANK
 - VEHICLE REPAIR
 - CHILD CARE CENTER
 - LIMITED INDOOR RECREATION ESTABLISHMENT
 - GROCERY STORE
 - EQUIPMENT RENTAL ESTABLISHMENT
 - SMALL-SCALE RECEPTION CENTER
 - ENTERTAINMENT FACILITY
 - RETAIL STORE WITH VEHICLE SERVICING
 - VEHICLE MINOR REPAIR
 - CONVENIENCE RETAIL STORE WITH FUEL SALES

USES NOT ALLOWED:

- OUTDOOR STORAGE
- ENCLOSED MINI STORAGE
- AGRICULTURAL OPERATIONS
- ANIMAL AGRICULTURE
- PRISON OR DETENTION CENTER
- KENNEL, INCLUDING OUTDOOR ANIMAL USE AREAS
- RECREATIONAL VEHICLE PARK
- SHOOTING RANGE
- HEAVY MANUFACTURING
- WORKSHOPS AND CUSTOM SMALL INDUSTRY USES

Land Use Summar

LAND USE	ACRES
RESIDENTIAL DEVELOPMENT:	94.5 AC
MIXED-USE DEVELOPMENT:	16.5 AC
TOTAL	111.0 AC

Plannin Area Boundaries:

PLANNING AREA ACREAGES AND BOUNDARIES ARE PRELIMINARY AND SUBJECT TO CHANGE WITH DETAILED PLANNING. PLANNING ACREAGE MAY CHANGE UP TO 30% WITHOUT A MAJOR AMENDMENT TO THIS PUD DOCUMENT.

Develo ment Standards: Commerical

MAXIMUM HEIGHT	35' (OR 50' WITH CONDITIONAL USE APPROVAL)
LOT COVERAGE	50% BUILDING
LOT COVERAGE	20% LANDSCAPING
SETBACK FROM ARTERIAL	15'
PARKING SETBACK FROM ARTERIAL	50'

NOTES:

- ADDITIONAL DESIGN REQUIREMENTS FOR COMMERCIAL DEVELOPMENT PER THE DESIGN GUIDELINES TO BE PRESENTED AT FINAL PLAT.
- THE PLANNING DIRECTOR MAY APPROVE ADJUSTMENTS TO COMMERCIAL SETBACKS THAT MAY BE NECESSARY DUE TO PARCEL SIZE, CONFIGURATION OR OTHER CONSTRAINT.

Open Space, Parks & Walks/Trails:

- OPEN SPACE:
- 30% OPEN SPACE WILL BE REQUIRED OVERALL DEVELOPMENT.
 - PUBLIC AND/OR PRIVATELY OWNED LAND WILL BE COUNTED TOWARDS OPEN SPACE REQUIREMENTS.
 - PORTIONS OF DETENTION PONDS WILL BE COUNTED TOWARDS OPEN SPACE REQUIREMENTS AND PARK SPACE CALCULATIONS.
 - PARK SPACE WILL BE COUNTED TOWARDS THE OPEN SPACE REQUIREMENTS.
 - OPEN SPACE MAY BE A LANDSCAPED AREA, A RECREATION AREA, SIDEWALKS AND/OR TRAILS, PLAZAS OR PLAYGROUNDS OR OTHER AREAS THAT ARE ACCESSIBLE TO THE RESIDENTS OF THE SUBDIVISION OR THE PUBLIC. OPEN SPACE AREAS LOCATED WITHIN A PRIVATE LOT WILL BE ACCESSIBLE TO THE RESIDENT OF THAT LOT ONLY.

PARKS:

- 10% PARKS WILL BE REQUIRED BASED ON THE GROSS LAND AREA.
- PARK LOCATIONS ARE CONCEPTUAL AND WILL BE FINALIZED AT THE TIME OF SUBDIVISION PLATTING.
- PARKS MAY BE PRIVATELY OR PUBLICLY OWNED, TO BE DETERMINED AT THE TIME OF FINAL PLAT.
- ALL PARKS AND OPEN SPACES ARE ACCESSIBLE TO ALL INDIVIDUALS, REGARDLESS OF RESIDENCE WITHIN THE PURVIS FARM ODP.

PEDESTRIAN CONNECTIVITY:

- CONCRETE WALKS WILL BE PROVIDED ALONG ALL STREETS.
- ADDITIONAL WALKS AND/OR TRAILS TO BE DETERMINED AT THE TIME OF MORE DETAILED DESIGN AND/OR SUBDIVISION PLATTING.
- DEVELOPMENT SHALL INCORPORATE ELEMENTS AND CONNECTIVITY FROM PARKS AND TRAILS MASTER PLAN AND THE JOHNSTOWN COMPREHENSIVE PLAN.

Parcel Design Intent:

PARCELS A, B, AND C:

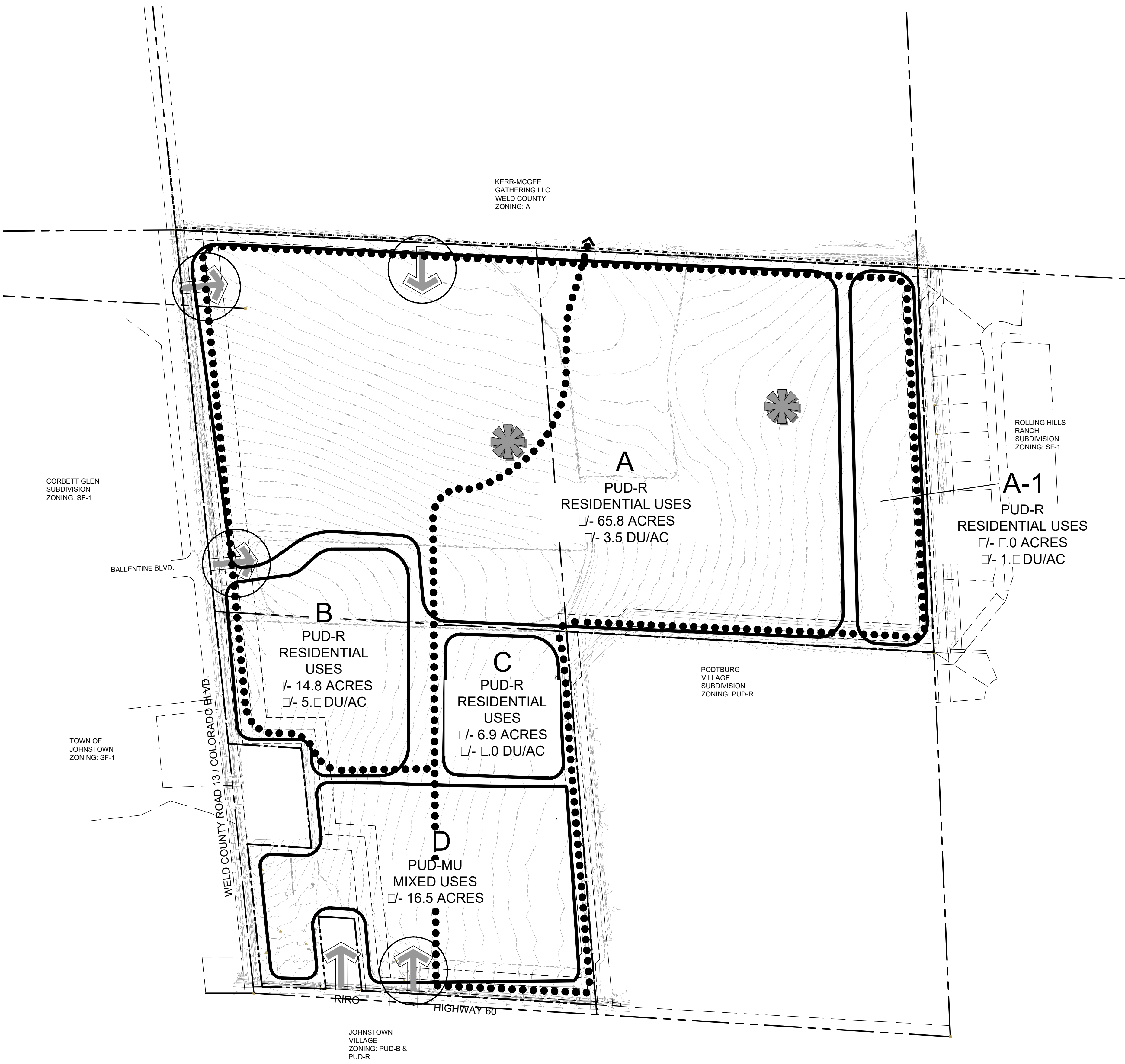
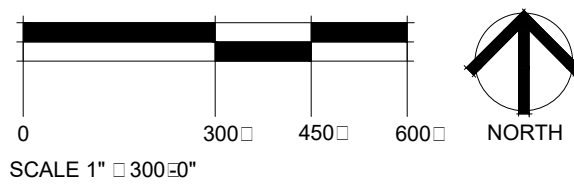
THE DESIGN INTENT FOR PLANNING AREAS A, B, AND C IS TO ALLOW FOR RESIDENTIAL DEVELOPMENT. RESIDENTIAL DEVELOPMENT COULD INCLUDE SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED, TOWNHOMES OR MIXED-USE DEVELOPMENT. OTHER RESIDENTIAL USES NOT LISTED ABOVE WILL BE CONSIDERED/APPROVED BY THE PLANNING DIRECTOR.

PARCEL D:

THE DESIGN INTENT FOR PLANNING AREA D IS TO ALLOW FOR A WIDE RANGE OF DEVELOPMENT USES, INCLUDING NEIGHBORHOOD SCALE COMMERCIAL, WHICH COULD INCLUDE A CONVENIENCE STORE WITH FUEL SALES, RETAIL, RESTAURANTS, NEIGHBORHOOD SERVICES, OFFICE/FLEX OR SIMILAR USES. COMMERCIAL AND/OR MIXED-USE DEVELOPMENT IS STRONGLY ENCOURAGED IN THESE PARCELS.

Site Legend:

- PROPERTY BOUNDARY
- DEVELOPMENT PARCEL BUBBLES FOR GRAPHICAL PURPOSES ONLY
- RIGHT OF WAY
- CONCRETE TRAIL
- POTENTIAL ACCESS POINT - FULL MOVEMENT
- POTENTIAL ACCESS POINT - RIGHT IN/RIGHT OUT
- POSSIBLE PARK LOCATIONS
- JOHNSTOWN TOWN LIMITS



PROJECT TITLE

PURVIS FARM
OUTLINE
DEVELOPMENT
PLAN

JOHNSTOWN, CO

PREPARED FOR

OWNER:
6037
JOHNSTOWN
LLC

144 North Mason Street
Fort Collins CO 80524

REVISIONS

REVISIONS	DATE
Staff Comments	03.02.21
Staff Comments	04.12.21
Staff Comments	06.28.21

DATE

December 30, 2020

SHEET TITLE

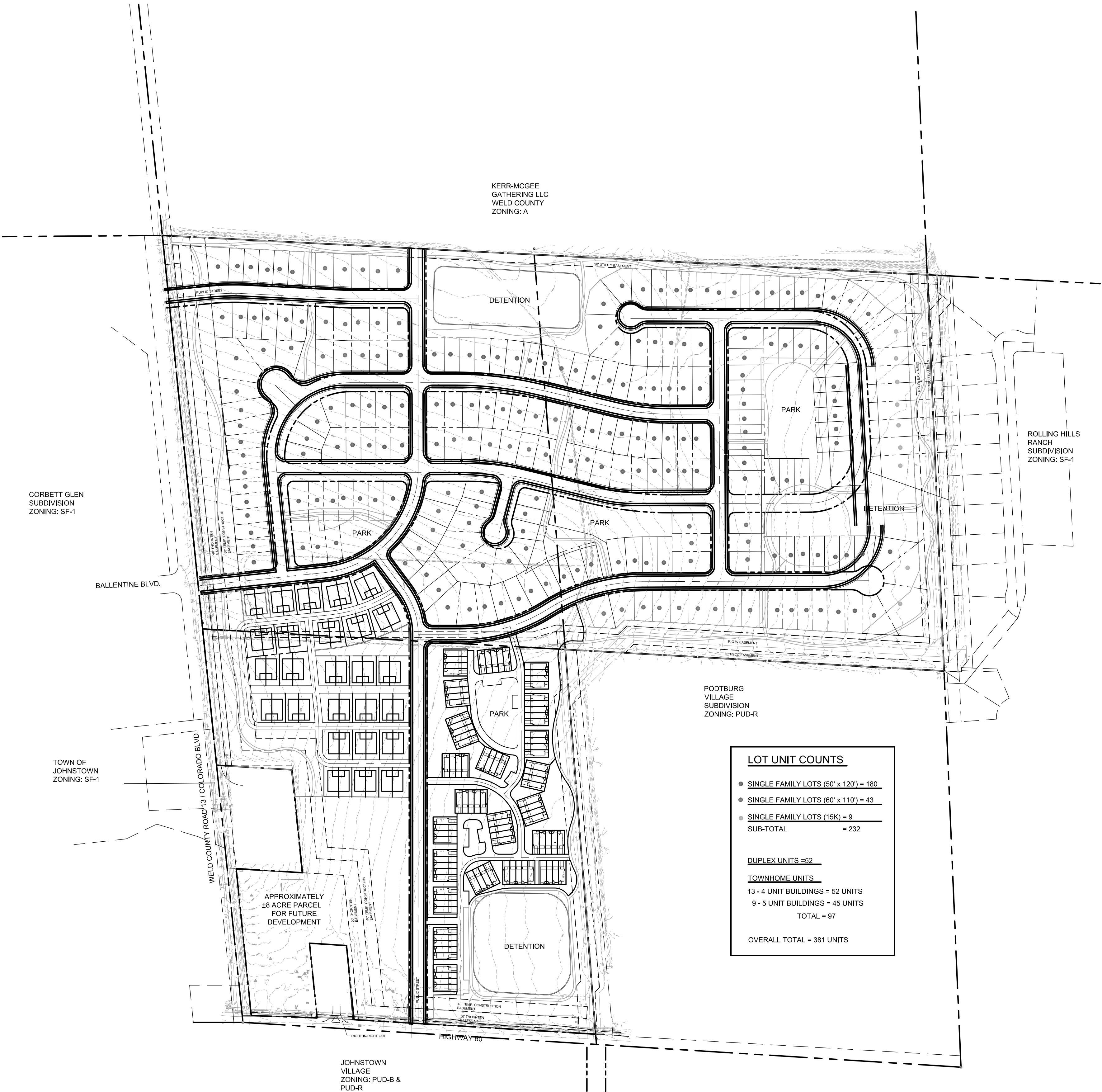
CONCEPT PLAN

SHEET INFORMATION

Sheet Number: 3

Of: 5

NOTE:
1. THIS IS AN ILLUSTRATIVE
CONCEPTUAL PLAN TO SHOW HOW
THE PROPERTY COULD DEVELOP,
AS WELL AS INDICATE THE
CURRENT OWNERS INTENT. ALL
DETAILS SHOWN ARE CONCEPTUAL
ONLY AND MORE DETAILED PLANS
AND ENGINEERING ARE REQUIRED
TO ENSURE COMPLIANCE WITH
TOWN CODES, REGULATIONS AND
STANDARDS.



PROJECT TITLE

**PURVIS FARM
OUTLINE
DEVELOPMENT
PLAN**

JOHNSTOWN, CO

PREPARED FOR

OWNER:
**JOHNSTOWN
LLC**

144 North Mason Street
Fort Collins CO 80524

REVISIONS DATE

STAFF COMMENTS 03/02/21

DATE

DECEMBER 30, 2020

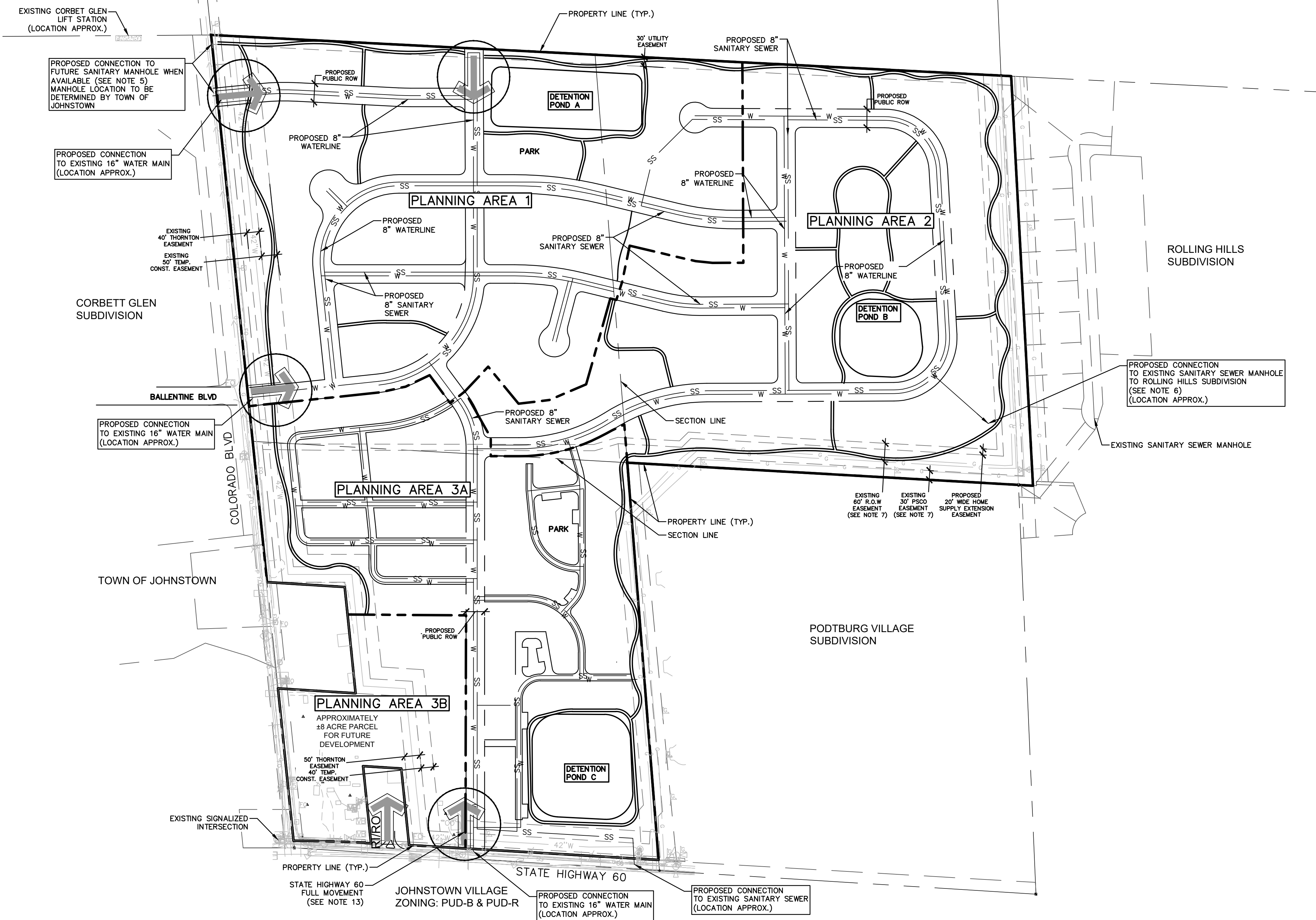
SHEET TITLE

**MASTER UTILITY &
ACCESS
LOCATIONS PLAN**

SHEET INFORMATION

Sheet Number: 4

Of: 5



ESTIMATED WATER DEMAND						
Planning Area	Anticipated Uses	Units	Gross Area (ac)	SFE or Building Area (SF)	Average Day Demand (gpm)	Peak Hour Demand (gpm)
1 & 2	Single-Family	238	N/A	238	74.4	1648.8
3A	Multi-Family	149	N/A	149	46.6	1593.1
3B	Commercial	50% Coverage	8.17	177943	24.9	1549.8
TOTALS					145.8	1791.7

ESTIMATED WASTEWATER FLOW						
Planning Area	Anticipated Uses	Units	Gross Area (ac)	SFE or Building Area (SF)	Average Flow (gpm)	Peak Flow (gpm)
1 & 2	Single-Family	238	N/A	238	36.4	141.4
3A	Multi-Family	149	N/A	149	22.8	95.4
3B	Commercial	50% Coverage	8.17	177943	24.7	102.2
TOTALS					83.8	339.0

WASTEWATER ASSUMPTIONS:

RESIDENTIAL AVERAGE FLOW (Q_R)
COMMERCIAL AVERAGE FLOW (Q_C)
PEAKING FACTOR

= 220 GPD/SFE
= 200 GPD/1,000 SF BUILDING AREA (DENVER STANDARDS, MARCH 2008, ASSUMING OFFICE/SMALL BUSINESS/BIG BOX STORE USES)
= $2.6 \times Q_R^{0.75}$

WATER ASSUMPTIONS:

RESIDENTIAL AVERAGE DAY DEMAND (ADD)
COMMERCIAL AVERAGE DAY DEMAND (ADD)
FIRE FLOW AVAILABILITY
MAXIMUM DAY DEMAND (MDD)
PEAKING HOUR DEMAND

= 150 GPCD (ASSUME 3 PEOPLE PER UNIT)
= 201.6 GPD/1,000 SF OF BUILDING AREA (GREELEY STANDARDS, JUNE 2008, ASSUMING OFFICE/SMALL BUSINESS/BIG BOX STORE USES)
= 1,500 GPM
= 2 x ADD
= 1.5 x MDD



200 100 0 200 400
SCALE: 1" = 200'

PROJECT TITLE
**PURVIS FARM
OUTLINE
DEVELOPMENT
PLAN**

JOHNSTOWN, CO
PREPARED FOR
OWNER:
**JOHNSTOWN
LLC**

144 North Mason Street
Fort Collins CO 80524

REVISIONS	DATE
STAFF COMMENTS	03/02/21

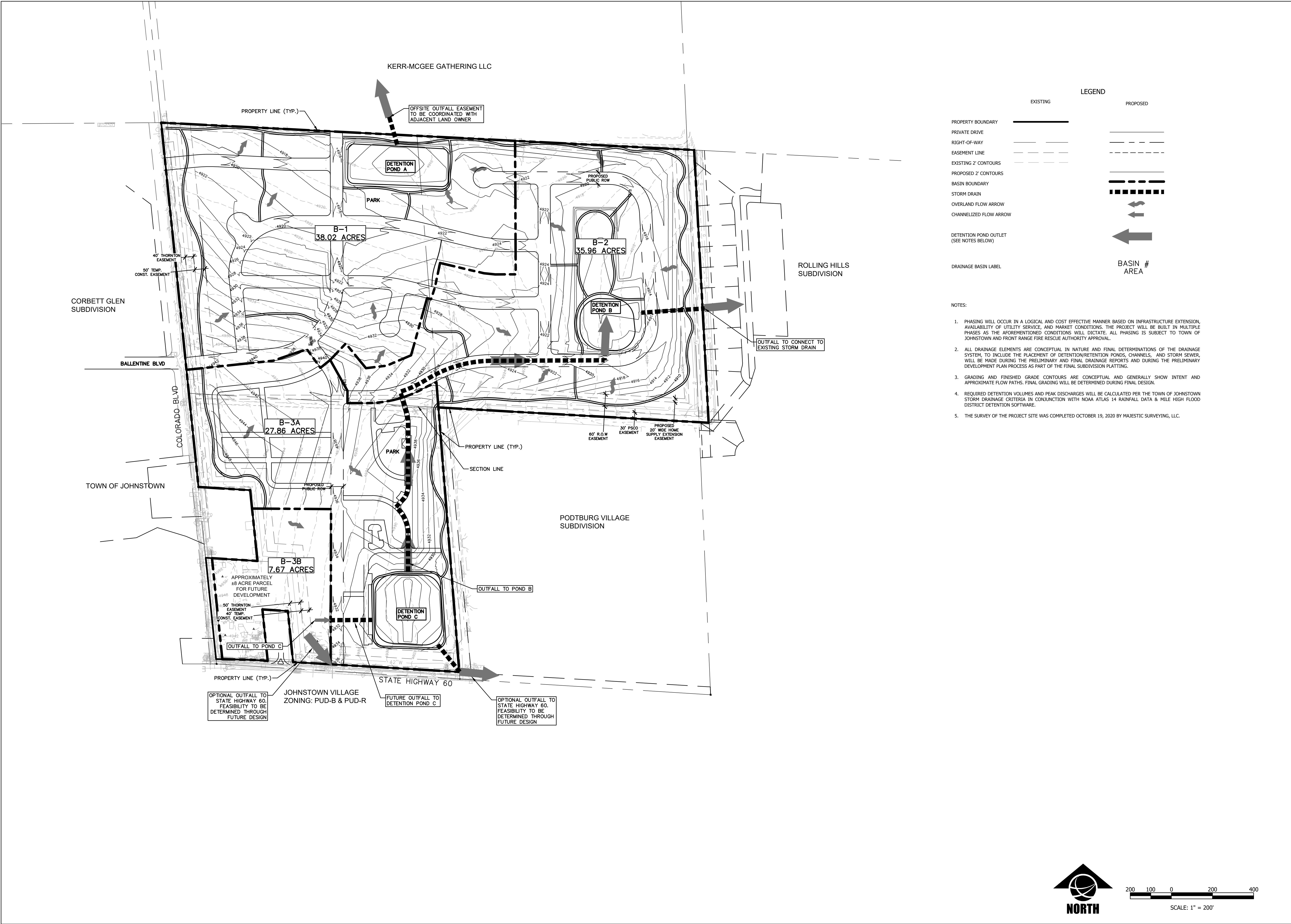
DATE
DECEMBER 30, 2020

SHEET TITLE
**MASTER GRADING
& DRAINAGE PLAN**

SHEET INFORMATION

Sheet Number: 5

Of: 5





Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 7, 2021

SUBJECT: Larimer County Multi-Jurisdictional Hazard Mitigation Plan (HMP)

ACTION PROPOSED: Consider resolution adopting the Larimer County Multi-Jurisdictional Hazard Mitigation Plan (HMP)

ATTACHMENTS:

1. Resolution 2021-20
2. Draft copy of the updated Town of Johnstown Mitigation Plan

PRESENTED BY: Brian Phillips, Chief of Police

AGENDA ITEM DESCRIPTION:

Over the past year, The Town of Johnstown participated in revising and updating the Hazard Mitigation Plan (HMP) with the Larimer County Office of Emergency Management. The plan ensures local jurisdictions continually assess and evaluate hazard risks to local communities regularly and is updated every five years. In order to be eligible for FEMA funding and to be considered as an eligible jurisdiction, the Town will need to formally adopt the updated HMP Plan for our jurisdiction through this proposed resolution. The Larimer County Board of County Commissioners has set a date to meet with the Office of Emergency Management for plan adoption on June 29th. The current version of the HMP expires in August. A link to the entire plan and associated documents can be found here: [here is the link to the plan documents](#).

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION: Approve Resolution No. 2021-20 as presented.

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

SUGGESTED MOTIONS:

For Approval: I move to approve Resolution No. 2021-20, adopting the updated Hazard Mitigation Plan with Larimer County.

For Denial: I move to deny approval of Resolution No. 2021-20, adopting the updated Hazard Mitigation Plan with Larimer County.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2021-20**

**ADOPTING LARIMER COUNTY
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN (2021)**

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 Town recognizes the threat that natural and human-caused hazards, including flooding, wildfires and other such events, pose to public health and safety; and

WHEREAS, Larimer County and twenty-five jurisdictions within Larimer County, including the Town, have developed a hazard mitigation plan, known as the Multi-Jurisdictional Hazard Mitigation Plan (2021); and

WHEREAS, the Multi-Jurisdictional Hazard Mitigation Plan (2021) sets forth mitigation actions to help minimize and reduce safety threats and damage to private and public property; and

WHEREAS, the Multi-Jurisdictional Hazard Mitigation Plan (2021) was prepared in accordance with the requirements of the Federal Emergency Management Agency; and

WHEREAS, the Town Council finds that adoption of the Multi-Jurisdictional Hazard Mitigation Plan (2021) is in the best interests of the Town and desires to adopt such Plan.

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

1. The Multi-Jurisdictional Hazard Mitigation Plan (2021) is hereby approved and adopted as the Town’s hazard mitigation plan for the portions of the Town within Larimer County.
2. The Town staff is directed to execute the actions in the Multi-Jurisdictional Hazard Mitigation Plan (2021).
3. The Multi-Jurisdictional Hazard Mitigation Plan (2021) shall supersede and replace prior hazard mitigation plans adopted by the Town.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of July, 2021.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

J. TOWN OF JOHNSTOWN

J.1 Background and Planning Process

This Annex was updated during the development of the 2021 Larimer County Hazard Mitigation Plan. The Town of Johnstown participated in the 2016 Larimer County Hazard Mitigation Plan and has been active in Johnstown that plan as described in Section J.7.1. A review of jurisdictional priorities found no significant changes in priorities since the last update. Individuals who participated in the update process and represented the Town on the Planning Team are listed in Appendix B.

More details on the planning process and how the jurisdictions, special districts, and stakeholders participated, as well as how the public was involved, can be found in Chapter 3 of the Base Plan.

J.2 Community Profile

The Town of Johnstown is located in both Larimer and Weld Counties along I-25 approximately 41 miles north of Denver. The town was incorporated in 1907, and in 2020 had an area of approximately 13.52 square miles. Johnstown was built along the Great West Railroad.

The 2006 Johnstown Vision states that as Johnstown evolves, the community desires to preserve:

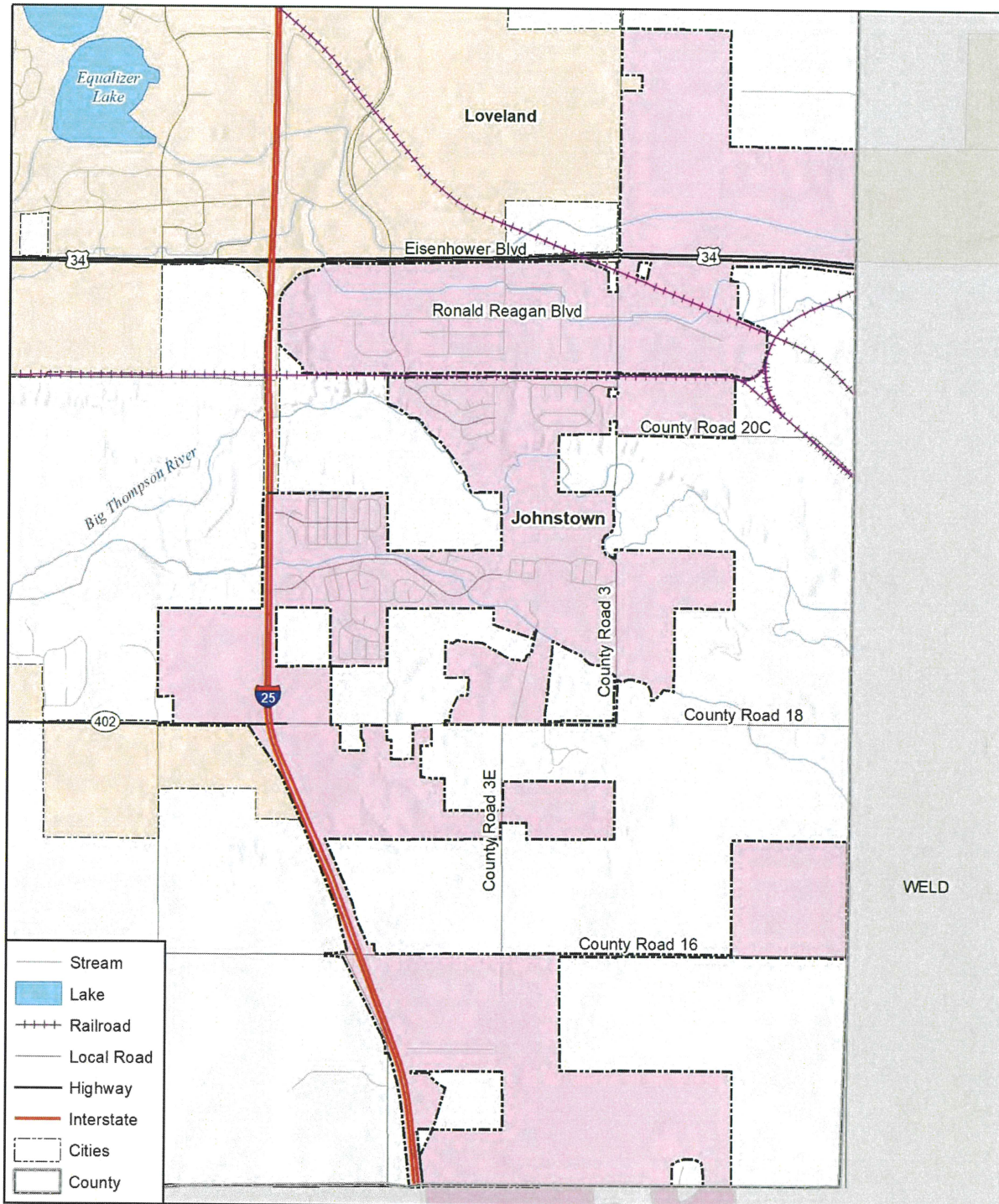
- The qualities of a small town
- Available neighborhoods
- Its open feel, wide streets, parks, agricultural areas, and open space
- The social atmosphere of an inclusive community, and
- The heart of the community – Downtown

This vision “confidently states that the Town of Johnstown will be a community that cherishes its small town roots, its history as a service center for a large agricultural industry and a social center to the area’s farm families. The Vision also looks to the future, by visualizing improvements where families of all sizes and types will live and work. The vision for the community is clear.” – Johnstown Area Comprehensive Plan (2006)

The Johnstown community has experienced rapid growth in recent years. The growth presents challenges related to infrastructure, services, and community character. It also represents opportunities, as the fiscal resources of the Town have been increasing as well.

Figure J-1 shows a map of the Town of Johnstown.

Figure J-1 Map of the Town of Johnstown



wood. Map compiled 5/2020;
intended for planning purposes only.
Data Source: Larimer County

0 0.5 1 Miles



J.2.1 Demographics

The following tables and graphs summarize key demographic and social characteristics of the Town of Johnstown.

Table J-1 Town of Johnstown Demographic and Social Characteristics, 2014-2018

Town of Johnstown	2014	2018	% Change
Population	11,639	14,278	22.67%
Median Age	32.8	35.3	7.6%
Total Housing Units	3,996	5,063	26.7%
Housing Occupancy Rate	96.1%	98.4%	2.4%
% of Housing Units with no Vehicles Available	0.90%	3.10%	244.4%
Median Home Value	\$229,900	\$308,700	34.3%
Unemployment Rate	5.3%	5.0%	-5.7%
Mean Travel Time to Work (minutes)	37	32.6	-11.9%
Median Household Income	\$78,298	\$90,240	15.3%
Per Capita Income	\$31,913	\$39,383	23.4%
% of Individuals Below Poverty Level	3.4%	1.3%	-61.8%
% Without Health Insurance	7.0%	3.2%	-54.3%
# of Households	3,842	4,982	29.7%
Average Household Size	3.0	2.9	-5.3%
% of Population Over 25 with High School Diploma	94.3%	95.8%	1.6%
% of Population Over 25 with bachelor's degree or Higher	27.5%	33.0%	20.0%
% with Disability	7.7%	7.4%	-3.9%
% Speak English less than "Very Well"	3.0%	5.4%	80.0%

Source: U.S. Census Bureau American Community Survey, www.census.gov/

Table J-2 Demographic and Social Characteristics Compared to the County and State

Demographic & Social Characteristics (as of 2018)	Johnstown	County	Colorado
Median Age	35.3	35.9	36.6
Housing Occupancy Rate	98.4%	91.7%	89.8%
% of Housing Units with no Vehicles Available	3.1%	4.1%	5.2%
Median Home Value	\$308,700	\$336,200	\$313,600
Unemployment	5.0%	5.0%	4.7%
Mean Travel Time to Work (minutes)	32.6	23.2	25.5
Median Household Income	\$90,240	\$67,664	\$68,811
Per Capita Income	\$39,383	\$35,390	\$36,415
% of Individuals Below Poverty Level	1.3%	12.0%	10.9%

Demographic & Social Characteristics (as of 2018)	Johnstown	County	Colorado
% Without Health Insurance	3.2%	6.3%	8.1%
Average Household Size	2.9	2.5	2.6
% of Population Over 25 with High School Diploma	95.8%	95.8%	91.4%
% of Population Over 25 with bachelor's degree or Higher	33.0%	46.3%	40.1%
% with Disability	7.4%	9.8%	10.6%
% Speak English less than "Very Well"	5.4%	2.6%	5.9%

Source: U.S. Census Bureau American Community Survey, www.census.gov/

Table J-3 Demographics by Race and Sex

Johnstown	Population	%
Total Population	14,278	100%
Male	7,439	52.1%
Female	6,839	47.9%
White, not Hispanic	11,115	77.8%
Hispanic or Latino	2,390	16.7%
Black	83	0.6%
Asian	384	2.7%
American Indian and Alaska Native	42	0.3%
Native Hawaiian and Other Pacific Islander	0	0.0%
Some other race	197	1.4%
Two or more races	375	2.6%

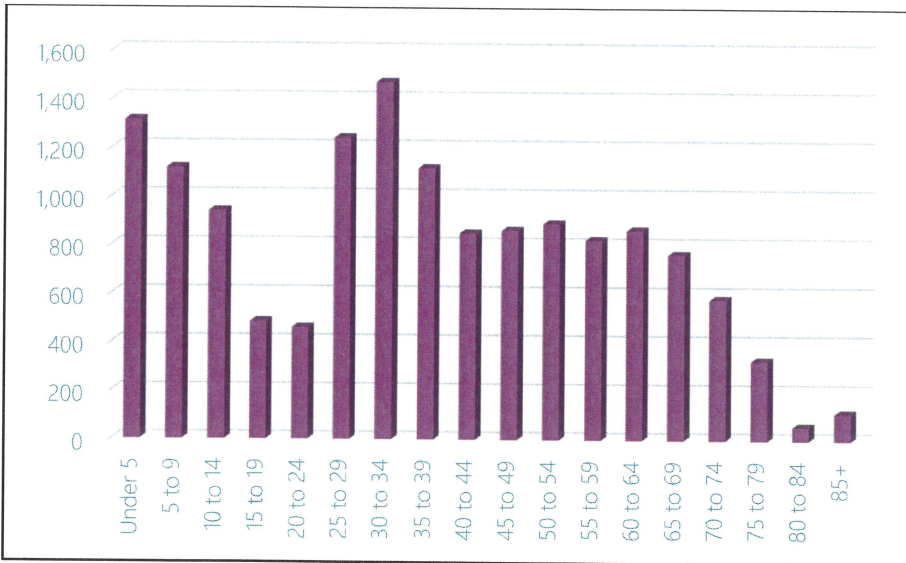
Source: U.S. Census Bureau American Community Survey, www.census.gov/

Table J-4 Types and Total Amounts of Housing Units in Johnstown

Type of Housing Units	Total	%
Total housing units	4,557	100%
1-unit detached	177	3.9%
1-unit attached	0	0.0%
2 units	121	2.7%
3 or 4 units	13	0.3%
5 to 9 units	35	0.8%
10 to 19 units	94	2.1%
20 or more units	66	1.4%
Mobile home	0	0.0%
Boat, RV, van, etc.	0	0.0%

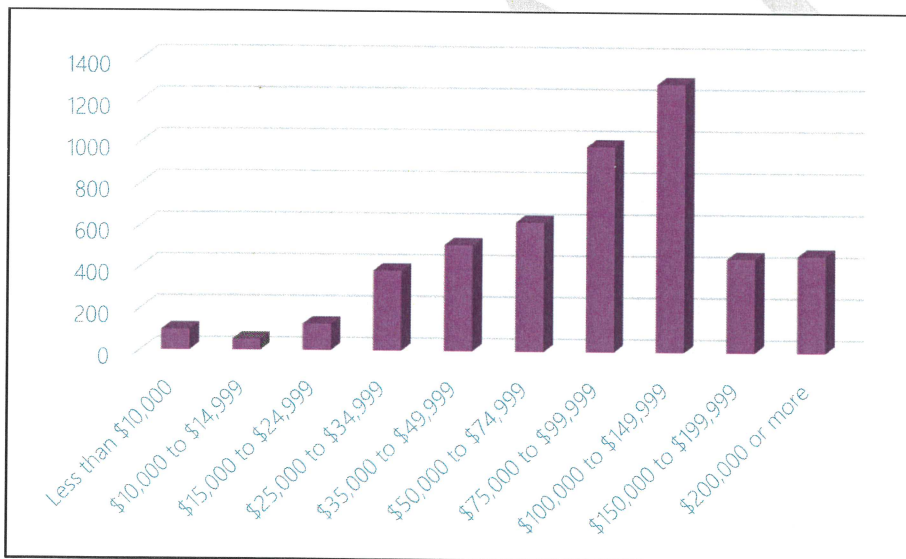
Source: U.S. Census Bureau American Community Survey, www.census.gov/

Figure J-2 Town of Johnstown Population Distribution by Age



Source: U.S. Census Bureau American Community Survey, www.census.gov/

Figure J-3 Town of Johnstown Income Distribution



Source: U.S. Census Bureau American Community Survey, www.census.gov/

J.2.2 Social Vulnerability

Social vulnerability scores for the Town of Johnstown can be seen in Figures 2-4 through 2-8 in Section 2 of the Base Plan. Johnstown overall social vulnerability is low, similar to the rest of Larimer County and Colorado as a whole. Close analysis of the individual social vulnerability indicators within the community will give local emergency managers, planners, and stakeholders a clearer picture of which social vulnerability factors threaten the community the most and where social and economic resources should be allocated in order to reduce vulnerability. Over time, the town should continue to monitor their local social vulnerability as demographic, economic, and housing related conditions change.

For more discussion of Social Vulnerability, see Section 2.7 of the Base Plan.

J.3 Hazard Identification and Risk Assessment

The Town of Johnstown is situated in both Larimer and Weld Counties. For the purpose of this plan, spatially analyzed hazard risks have been assessed for the areas of the town that lie specifically within Larimer County.

The following Hazard Identification and Risk Assessment Summary table is based on jurisdiction-specific responses to the risk factor exercise and differs from the County-wide risk factors reported in Section 4.1.1 of the Base Plan.

Table J-5 Hazard Identification and Risk Assessment Summary for the Town of Johnstown

Hazard	Frequency	Spatial Extent	Severity	Overall Significance
Biological Hazards	Likely	Extensive	Critical	High
Civil Disturbance	Unlikely	Limited	Significant	Low
Dam Inundation	Occasional	Limited	Significant	Low
Drought	Likely	Significant	Significant	Medium
Earthquake	Unlikely	Limited	Significant	Low
Flood	Occasional	Limited	Significant	Medium
Hazardous Materials	Occasional	Limited	Significant	Medium
Landslide/Rockslide	Unlikely	Limited	Significant	Low
Soil Hazards	Unlikely	Limited	Significant	Low
Spring/Summer Storm	Likely	Limited	Negligible	Low
Tornado	Unlikely	Significant	Significant	Low
Utility Disruption	Unlikely	Limited	Significant	Low
Wildfire	Occasional	Limited	Significant	Low
Winter Storm	Likely	Limited	Significant	Low
Frequency of Occurrence: Highly Likely: Near 100% probability in next year. Likely: Between 10 and 100% probability in next year or at least one chance in ten years. Occasional: Between 1 and 10% probability in next year or at least one chance in next 100 years. Unlikely: Less than 1% probability in next 100 years. Spatial Extent: Limited: Less than 10% of planning area Significant: 10-50% of planning area Extensive: 50-100% of planning area Potential Severity: Catastrophic: Multiple deaths, complete shutdown of facilities for 30 days or more, more than 50% of property is severely damaged Critical: Multiple severe injuries, complete shutdown of facilities for at least 2 weeks, more than 25% of property is severely damaged Significant: Some injuries, complete shutdown of critical facilities for more than one week, more than 10 percent of property is severely damaged Negligible: Minor injuries, minimal quality-of-life impact, shutdown of critical facilities and services for 24 hours or less, less than 10 percent of property is severely damaged. Significance Low: minimal potential impact Medium: moderate potential impact High: widespread potential impact				

J.4 Vulnerability Assessment

This section provides a refined vulnerability assessment, specific for the Town of Johnstown, for those hazards where the risk is significantly different from that of Larimer County overall, or where sufficient data exists to conduct mapping and analysis at the local level. For the following hazards, the Town's risk does not differ significantly from the rest of the County, and they are not profiled further:

- Biological Hazards
- Civil Disturbance
- Drought
- Earthquake
- Spring/Summer Storm
- Tornado
- Utility Disruption
- Winter Storm

For the purpose of this plan, only the parts of the Town that lie specifically within Larimer County have been assessed for vulnerability data. For more information about how hazards affect Larimer County, see Section 4 (Risk Assessment) of the Base Plan.

J.4.1 Community Asset Inventory

Table J-6 shows the total number of improved parcels, properties, and their improvement and content values for the Town of Johnstown. See Section 4.2.2 of the Base Plan for details and methodology.

Table J-6 Total Exposure of Improved Properties within the Town of Johnstown

Property Type	Improved Parcels	Building Count	Improved Value	Content Value	Total Value
Agricultural	8	11	\$3,880,055	\$3,880,055	\$7,760,110
Commercial	1,241	3,016	\$1,581,987,128	\$1,581,987,128	\$3,163,974,256
Exempt	395	3,082	\$1,329,824,514	\$1,329,824,514	\$2,659,649,028
Industrial	14	24	\$124,354,664	\$186,531,996	\$310,886,660
Mobile Home	8	713	\$61,804,881	\$30,902,441	\$92,707,322
Multiple Unit	550	6,799	\$1,577,356,935	\$1,577,356,935	\$3,154,713,870
Residential	30,104	31,128	\$10,939,460,732	\$5,469,730,460	\$16,409,191,192
Total	32,320	44,773	\$15,618,668,909	\$10,180,213,529	\$25,798,882,438

Source: Larimer County GIS/Assessor's Office, Wood analysis.

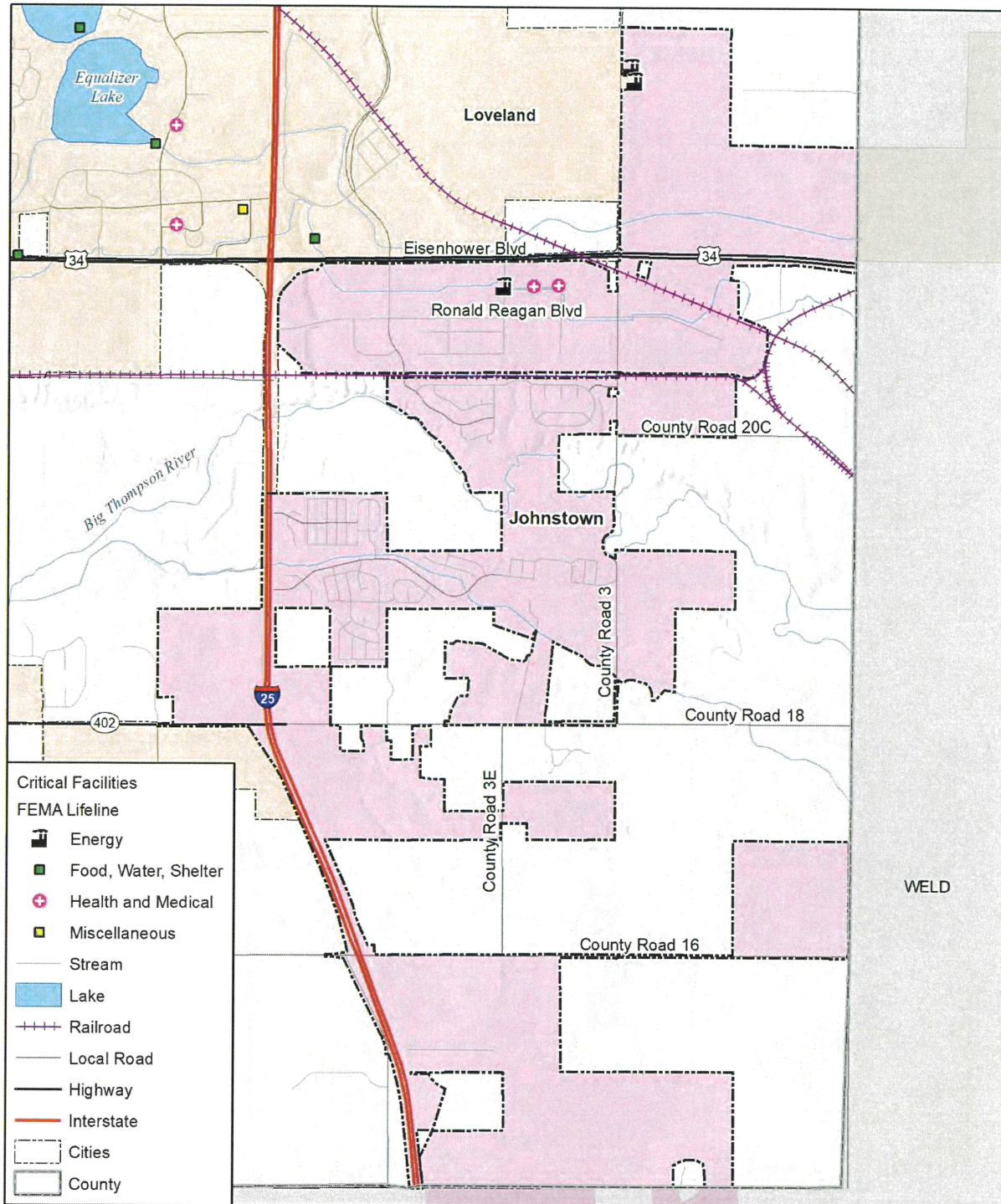
Table J-7 lists summary information about the 4 critical facilities and other community assets identified by the Town as important to protect or that provide critical services in the event of a disaster. These facilities are mapped in Figure J-4. For additional information on the definitions behind each critical facility category, source, and other details refer to Section 4.2 of the Base Plan.

Table J-7 Town of Johnstown Critical Facilities and Infrastructure Summary

FEMA Lifeline	Count
Energy	2
Health and Medical	2
Total	4

Source: Cascarta, Larimer County Assessor's Office, Wood analysis.

Figure J-4 Town of Johnstown Critical Facilities and Infrastructure



wood. Map compiled 5/2020;
intended for planning purposes only.
Data Source: Larimer County

0 0.5 1 Miles



J.4.2 Dam Inundation

Potential dam inundation areas in and around the Town of Johnstown are shown in Figure J-5.

Figure J-5 Dam Inundation Areas for the Town of Johnstown

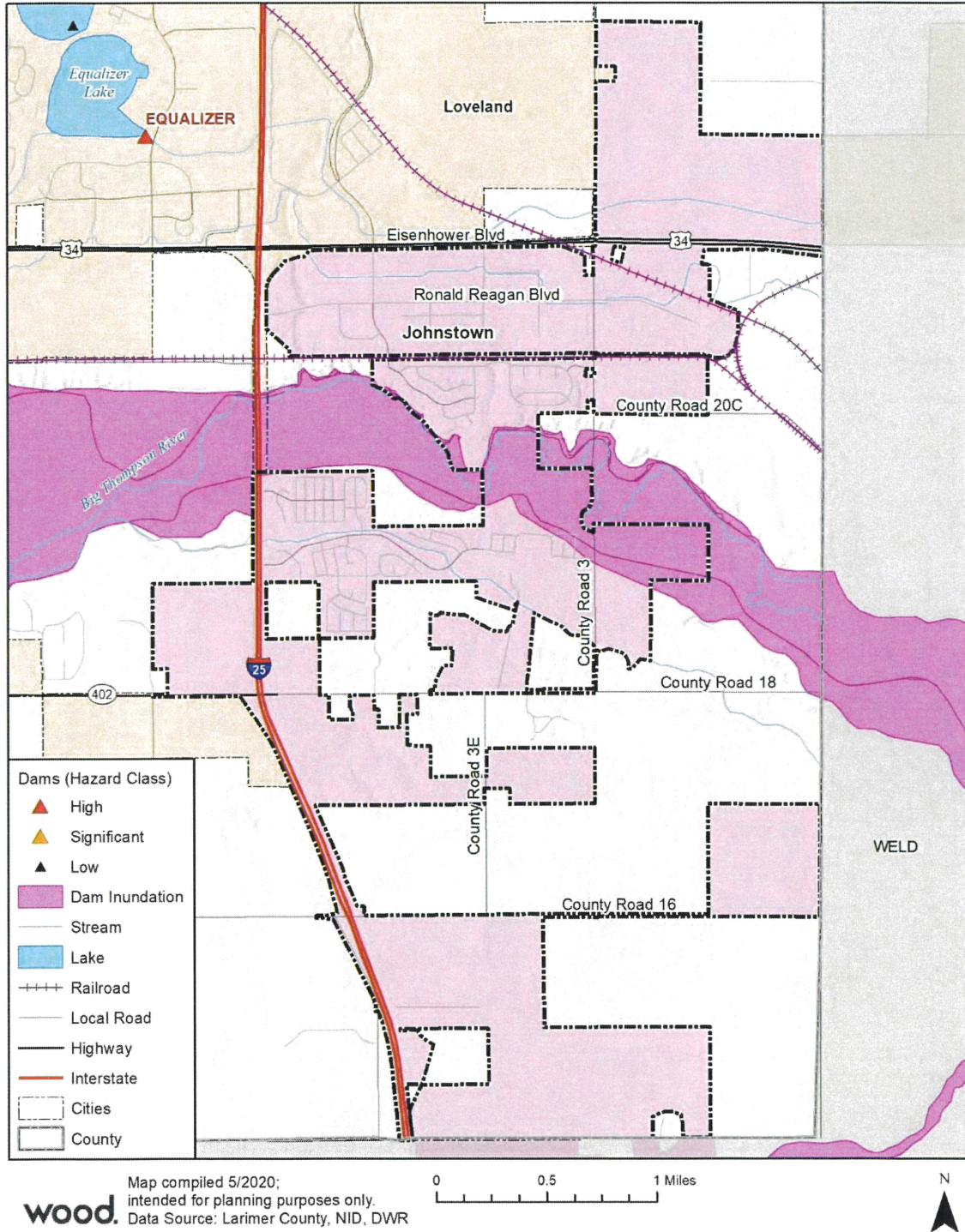


Table 4-17 in Section 4.3.3 of the Base Plan lists dams of concern for Larimer County. The only dam upstream of the Town of Johnstown is Lone Tree Dam.

Table J-8 shows that Johnstown has 21 parcels potentially at risk of dam inundation, valued at \$9.8M; an estimated 60 residents live in those parcels.

Table J-8 Town of Johnstown Parcels Potentially at Risk of Dam Inundation

Property Type	Improved Parcels	Building Count	Improved Value	Content Value	Total Value	Population
Residential	21	21	\$6,567,126	\$3,283,562	\$9,850,688	60
Total	21	21	\$6,567,126	\$3,283,562	\$9,850,688	60

Source: USACE National Inventory of Dams 2018, Colorado Dam Safety Program, Larimer County GIS, U.S. Census Bureau, Wood analysis

None of the critical facilities identified in the Town of Johnstown are located in areas at risk of dam inundation.

Based on the above analysis, the spatial extent and severity of the dam inundation hazard in the Town of Johnstown is lower than that of Larimer County as a whole. The overall significance of this hazard for the Town is Low.

J.4.3 Flood

FEMA mapped floodplains in and around the Town of Johnstown are shown in Figure J-6.

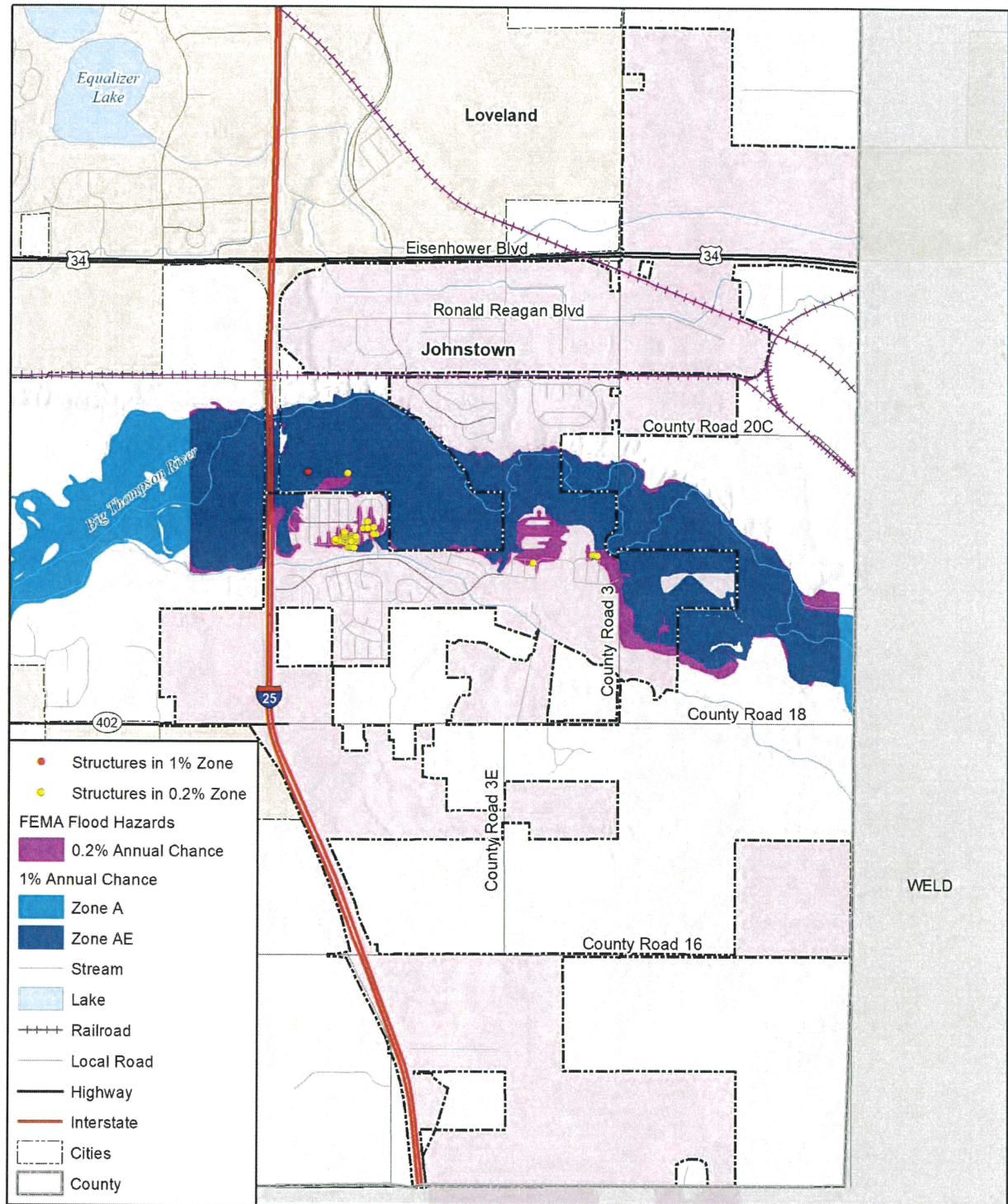
The Town of Johnstown does not have any improved parcels in areas at 1% annual chance of flooding. As shown in Table 4-35 in Section 4.3.6 of the Base Plan, there are an estimated 32 parcels and 92 residents located in the 0.2% annual chance flood hazard area, with a total value of \$14,317,163 and estimated losses of \$3,579,291. The Town does not have any critical facilities in 1% or the 0.2% annual chance flood hazard areas.

Based on the above analysis, the spatial extent and severity of the flood hazard in the Town of Johnstown is lower than that of Larimer County as a whole. The overall significance of this hazard for the Town is Medium.

National Flood Insurance Program Policy Analysis

The Town of Johnstown has participated in the National Flood Insurance Program (NFIP) since 2006. NFIP insurance data shows that as of January 2021 there are 15 flood insurance policies in force in the Town with \$4,411,000 of coverage. There has only been 1 historical claim for flood losses, for \$9,971. There are no repetitive or severe repetitive loss structures as defined by the NFIP. The Town of Johnstown does not participate in the Community Rating System (CRS) program.

Figure J-6 FEMA Special Flood Hazard Areas for the Town of Johnstown



wood.

Map compiled 10/2020;
intended for planning purposes only.
Data Source: Larimer County,
FEMA NFHL 2/6/2013

0 0.5 1 Miles



J.4.4 Hazardous Materials Incident

Designated hazardous materials routes passing through the Town of Johnstown include I-25 and several rail lines. None of the County's Risk Management Plan (RMP) facilities are located within the Town limits.

The National Response Center (NRC) data cited in Section 4.3.7 of the Base Plan includes 5 hazardous materials incidents in or near the Town of Berthoud from 1987 through 2019. This averages out to one hazardous materials incident every 6-7 years. None of those incidents reported any deaths, injuries, or significant property damage.

Based on the above analysis, the frequency and spatial extent of hazardous materials incidents in the Town of Johnstown is lower than that of Larimer County as a whole. The overall significance of this hazard for the Town is Medium.

J.4.5 Landslide/Rockslide

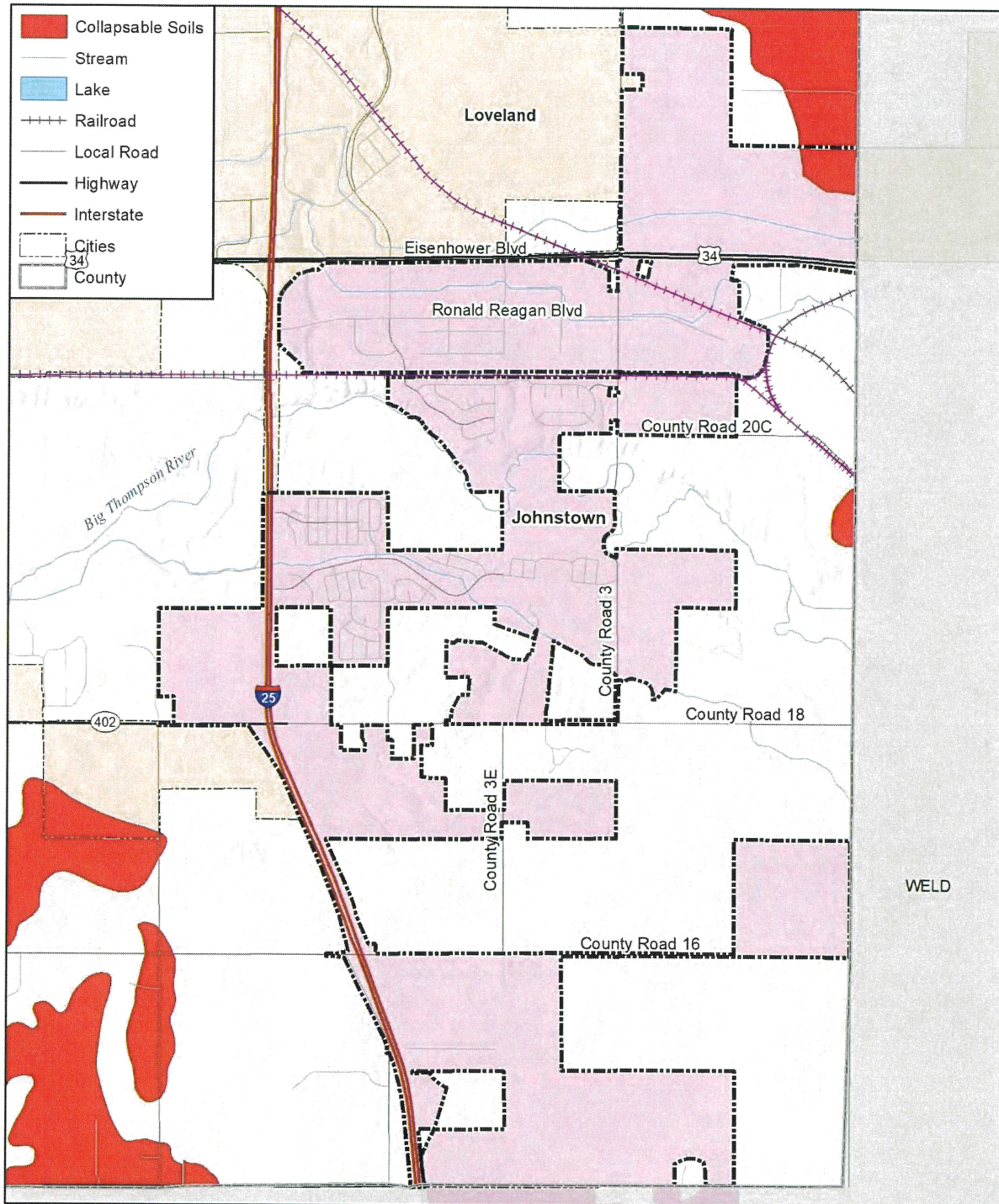
There are no identified areas of landslide or rockslide risk in the Town of Johnstown. The overall significance of this hazard for the Town is Low.

J.4.6 Soil Hazards

No historically undermined areas or areas at risk of land subsidence or collapsible soil have been identified in the Town of Johnstown, as shown in Figure J-7. However, portions of the Town are at risk of expansive soils, as shown in Figure J-8.

Table 4-50 in Section 4.3.9 of the Base Plan shows 72 parcels and 94 buildings potentially at risk to expansive soils, with a total value of \$650,959,404. The overall significance of this hazard for the Town is Low.

Figure J-7 Potential Collapsible Soils Areas – Town of Johnstown

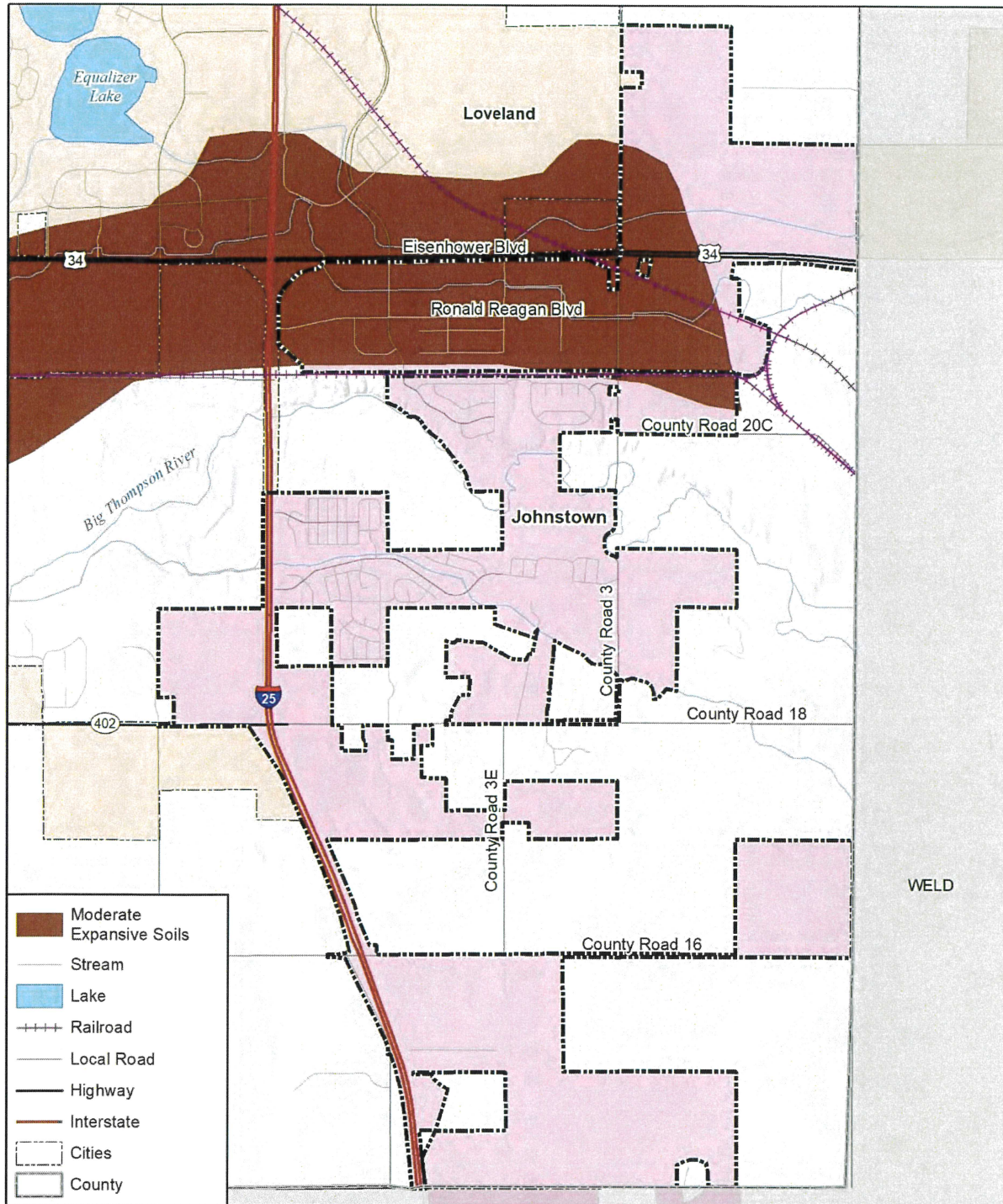


wood. Map compiled 5/2020;
intended for planning purposes only.
Data Source: Larimer County, CGS

0 0.5 1 Miles



Figure J-8 Potential Expansive Soils Areas – Town of Johnstown



wood. Map compiled 5/2020;
intended for planning purposes only.
Data Source: Larimer County, CGS

0 0.5 1 Miles



The critical facility exposure analysis shows no critical facilities in Johnstown at risk of collapsible soils, but 3 potentially at risk of expansive soils, as shown in the following table.

Table J-9 Johnstown Critical Facilities with Potential Expansive Soil Hazards

FEMA Lifeline	Count
Energy	1
Health and Medical	2
Total	3

Source: Cascarta

While the Town is at low risk of land subsidence and collapsible soils, portions of the Town are exposed to expansive soils. The overall significance of this hazard for the Town is Low.

J.4.7 Wildfire

The Town of Johnstown has not had a significant history of wildfire activity in or adjacent to the Town. Areas in and around the Town of Johnstown at risk of wildfire, based on CO-WRAP assessment, are shown in Figure J-9.

Tables 4-72, 4-73, and 4-74 in the Wildfire profile of the Base Plan shows that the Town has no parcels or buildings at moderate, high, or highest risk of wildfire.

The Town has one critical facility identified at being at risk of wildfires, as shown in Table J-10.

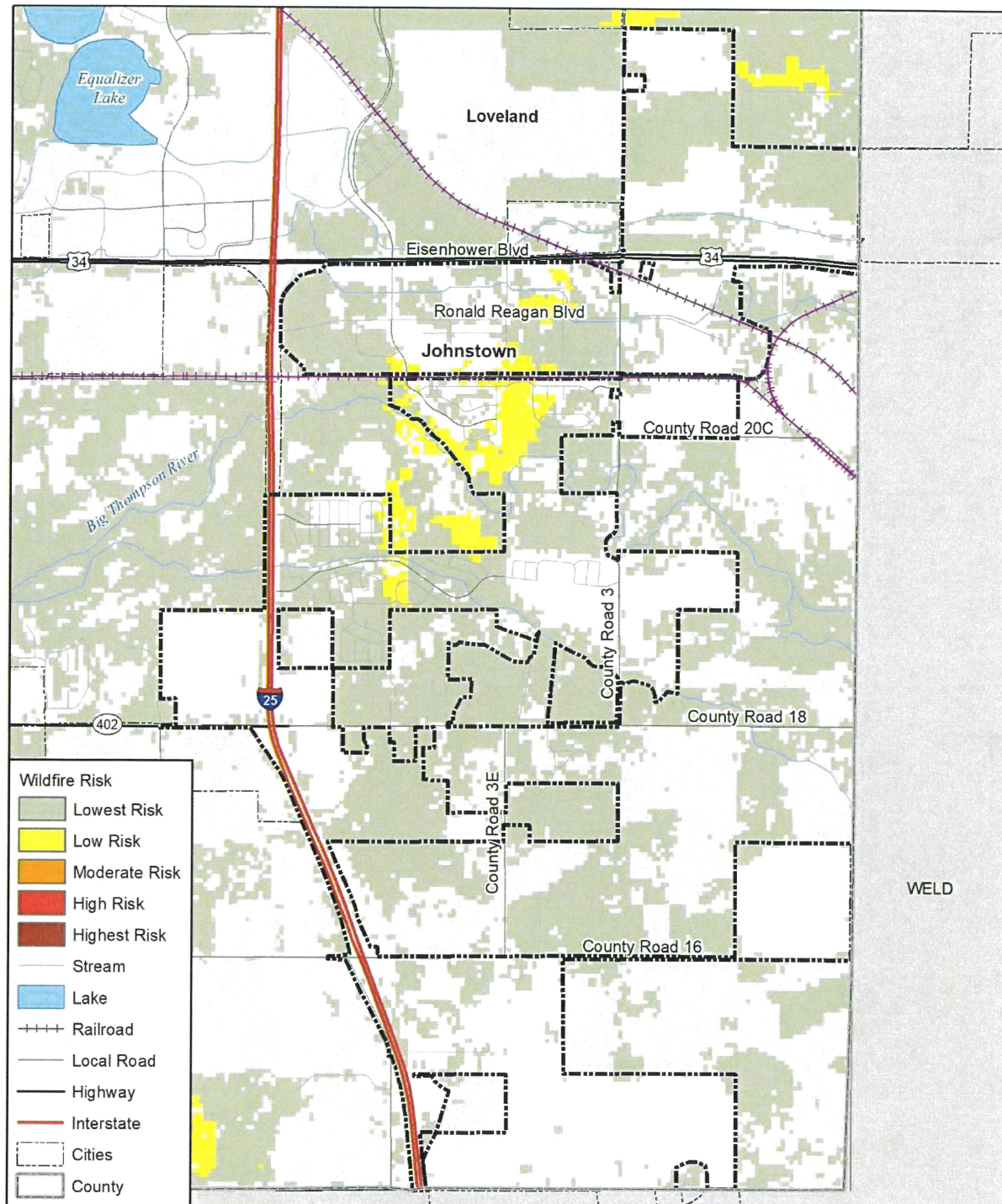
Table J-10 Johnstown Critical Facilities Exposed to Wildfire Risk

FEMA Lifeline	Lowest Risk	Low Risk	Moderate Risk	High Risk	Highest Risk	Total
Energy	1					1
Total	1	0	0	0	0	1

Source: Cascarta, CO-WRAP

The overall significance of this hazard for the Town is Low.

Figure J-9 Johnstown Wildfire Risk



wood. Map compiled 5/2020;
intended for planning purposes only.
Data Source: Larimer County, CO-WRAP

J.5 Capabilities Assessment

This section profiles the programs and policies currently in use by the Town of Johnstown to reduce hazard impacts or that could be used to implement hazard mitigation activities.

J.5.1 Existing Capabilities

The following tables summarize the Town's current ability to conduct mitigation activities, focused on planning and regulatory capabilities, administrative and technical capabilities, and fiscal capabilities.

Table J-11 Town of Johnstown Planning and Regulatory Mitigation Capabilities

Regulatory Tool (ordinances, codes, plans)	Yes/No	Comments
Comprehensive Plan	Yes	
Zoning ordinance	Yes	
Subdivision ordinance	Yes	
Growth management ordinance	Yes	
Floodplain ordinance	Yes	
Other special purpose ordinance (stormwater, steep slope, wildfire)	Yes	
Building codes	Yes	2018 IBC
BCEGS Rating	Yes	4/4
Fire department ISO rating	Unk	
Erosion or sediment control program	Yes	
Stormwater management program	Yes	
Site plan review requirements	Yes	
Capital improvements plan	Yes	
Economic development plan	No	
Local emergency operations plan	Yes	
Community Wildfire Protection Plan	No	
Other special plans	No	
National Flood Insurance Program	Yes	Joined 2006
Community Rating System	No	
Flood insurance study or other engineering study for streams	Yes	
Elevation certificates (for floodplain development)	Yes	

Source: Town of Johnstown planning team

Table J-12 Town of Johnstown Administrative and Technical Mitigation Capabilities

Personnel Resources	Yes/No	Department/Position/Comments
Planner/engineer with knowledge of land development/land management practices	Yes	Planning Development Director, Planner 1 and 2
Engineer/professional trained in construction practices related to buildings and/or infrastructure	Yes	Contracted Town Engineer IMEG
Planner/engineer/scientist with an understanding of natural hazards	No	
Transportation Planner	Yes	Contract position
Resiliency Planner	No	
Personnel skilled in GIS	Yes	Planning and Development

Personnel Resources	Yes/No	Department/Position/Comments
Full time building official	No	Contracted ProCode
Floodplain manager	Yes	Planning and Development Director
Emergency manager	Yes	Manager/Police Chief
Grant writer	No	
GIS Data Resources (Hazard areas, critical facilities, land use, building footprints, etc.)	Yes	Planning and Development, New program-building capacity
Warning Systems/Services (Reverse 9-11, cable override, outdoor warning signals)	Yes	Manager/Police Chief

Source: Town of Johnstown planning team

In Johnstown the Police Chief serves as the Emergency Manager as needed during an event.

Table J-13 Town of Johnstown Fiscal Mitigation Capabilities

Financial Resources	Accessible/ Eligible to Use	Has Been Used in the Past	Comments
Community Development Block Grants	Yes	Unknown	
Capital improvements project funding	Yes	Yes	
Authority to levy taxes for specific purposes	Yes	Yes	
Fees for water, sewer, gas, or electric services	Yes	Yes	
Stormwater Service Fees	Yes	No	
Impact fees for new development	Yes	Yes	
Incur debt through general obligation bonds	Yes	No	
Incur debt through special tax bonds	Yes	No	
Incur debt through private activities	No	No	
Withhold spending in hazard prone areas	No	No	

Source: Town of Johnstown planning team

Table J-14 Education and Outreach Capabilities

Education & Outreach	Yes/No	Comments
Local Citizen Groups That Communicate Hazard Risks	No	
Firewise	No	
StormReady	No	
Other?	No	

Source: Town of Johnstown planning team

Local land use plans and building codes are tremendous tools for evaluating local policies related to hazard mitigation and risk reduction. Additionally, comprehensive master plans, capital improvement plans, stormwater plans and zoning ordinances all present opportunities for enhanced local capabilities.

Building codes are another tool that communities use to enhance public safety. For example, they can increase structural integrity, mitigate structure fires, and provide benefits in relation to natural hazard avoidance. In Colorado, land use regulations and building codes are typically implemented at the local level. Even without a statewide mandate, most counties and many municipalities have enacted regulations and codes. The Town of Johnstown has adopted a local building code requirement, demonstrating their understanding of the benefits codes provide, including reduced exposure to hazards.

J.5.2 Opportunities for Enhancement

Based on the capability assessment, Johnstown has several existing mechanisms in place that already help to mitigate hazards. There are also opportunities for the Town to expand or improve on these policies and programs to further protect the community. Future improvements may include providing training for staff members related to hazards or hazard mitigation grant funding in partnership with the County and DHSEM. Additional training opportunities will help to inform Town staff and Town Council on how best to integrate hazard information and mitigation projects into the Town policies and ongoing duties of the Town. Continuing to train Town staff on mitigation and the hazards that pose a risk to the Town will lead to more informed staff members who can better communicate this information to the public.

Another capability enhancement would be to consider joining the CRS, which would require enhancements to the Town's floodplain management program; however the low number and value of flood insurance policies in the Town of Johnstown means this would not significantly affect flood insurance affordability in the Town.

Other enhancements underway or being considered by the Town include updating the Town Comprehensive plan and land use code, and pursuing CFM certification for the floodplain manager.

J.6 Mitigation Strategy

The Town of Johnstown has adopted the hazard mitigation goals and objectives developed by the Planning Team and described in Section 6.2 of the Base Plan.

The Town had two mitigation actions in the 2016 Plan, which were not completed and have been carried over into the 2021 Plan, along with two new actions.

The local planning team identified and prioritized the following mitigation actions for the Town of Johnstown based on the risk assessment. Information on how each action will be implemented and administered, such as ideas for implementation, responsible agency, potential funding, estimated cost, and timeline also are included. These actions are also captured in Table 6-2 in the Base Plan.

National Flood Insurance Program

Recognizing the importance of the National Flood Insurance Program (NFIP) in mitigating flood losses, the Town of Johnstown will place an emphasis on continued compliance with the NFIP. As an NFIP participant, the Town has and will continue to make every effort to remain in good standing with NFIP. This includes continuing to comply with the NFIP's standards for updating and adopting floodplain maps and maintaining and updating the floodplain zoning ordinance as well as review of any potential development in special flood hazard areas.

Table J-15 Town of Johnstown 2021 Mitigation Action Plan

ID	Related Goal(s)	Hazard(s) Mitigated	Description / Background / Benefits	Lead Agency and Partners	Cost Estimate	Potential Funding	Priority	Timeline	Status / Implementation Notes
J-1	Goals 1,4 Objectives 1	Biological Hazards, Civil Disturbance, Soil Hazards, Dam Inundation, Spring/Summer Storm, Drought, Tornado, Earthquake, Utility Disruption, Flood, Wildfire, Hazmat, Winter Storm	Community Outreach Project. After the 2013 Floods, it became apparent that more outreach is needed to citizens regarding the hazards in our town and surrounding areas and how best to respond. In partnership with Larimer County, we would like to enhance our public outreach program for the Town of Johnstown. We will use existing educational materials as well as develop materials specific to the Town of Johnstown to increase hazard and risk preparedness, response to educate our citizens. Provide additional information using our Town web site and Facebook page as a part of our ongoing social media program.	Town of Johnstown, Larimer County OEM	\$5,000	Town general fund, Larimer County outreach materials.	High	2021	In Progress.
J-2	Goals 1 Objectives 3,5	Flood	NFIP Promotion and Administration. As participants in the NFIP the Community will continue to promote wise use of floodplains through ordinance administration and periodic update, promotion of flood insurance and staff training, including encouragement of Certified Floodplain Manager status. The benefits are to flood-prone building owners who choose to insure against flood losses, and to taxpayers who no longer would be faced with subsidizing those potential losses. Continued administration of floodplain regulations and updates to town ordinances.	Floodplain Manager, Public Works Department	Can be accomplished within existing budgets	N/A	High	Ongoing	In Progress. Town staff is actively working on this.
J-3	Goals 1,2 Objectives 3,5	Flood	High Plains Blvd Updates and Reconstruction. Design updates and reconstruction of portions of Larimer County Rd 3 (High Plains Blvd.) within Town Limits, north of CR 18 (Freedom Parkway). This project smooths-out tight curves on the road next to the river, as well as incorporates better water quality on the road and adjacent areas via curb and gutter in "ultimate" areas that divert water to WQ ponds, in this flood prone/floodplain area adjacent to the Big Thompson River.	Town of Johnstown Public Works	TBD	Developer funded	Medium	June 2021	New in 2021

ID	Related Goal(s)	Hazard(s) Mitigated	Description / Background / Benefits	Lead Agency and Partners	Cost Estimate	Potential Funding	Priority	Timeline	Status / Implementation Notes
J-4	Goals 1,2,3,5 Objectives 3,4,5	Dam Failure, Drought, Flood, Soil Hazards, Spring/Summer Storms, Tornado, Wildfire, Winter Storm	Land Use Code Update. Massive overhaul of our land use code – including floodplain, stormwater, density controls, open space requirements, special use permits (USR), design guidelines, town tree and landscaping standards, wetlands, etc.	Town of Johnstown Public Works	\$155K	Town funds	Low	June 2022	New in 2021

DRAFT

J.7 Plan Maintenance and Implementation

Johnstown has developed a Plan Maintenance and Implementation Strategy outlining their method and schedule for keeping the plan current. The Implementation Strategy below also includes a discussion of how the town will continue public participation in the plan maintenance process.

J.7.1 Implementation and Maintenance of the 2016 Plan

The 2016 Plan discussed a number of strategies that Larimer County and its jurisdictions would use to integrate the plan into other planning mechanisms and processes. The Town of Johnstown's implementation strategy included:

- Annual review of HMP and mitigation actions by Town Council.
 - With significant changes in Town staff in the past few years, it is unknown if this level of review and action was discussed with Town Council since the 2016 plan.
- Provision of public information on website.
 - The towns floodplain ordinance is provided on the Town's website, however, additional links and map information were not provided.
- We will maintain our floodplain regulations and update as needed so that they align with the HMP.
 - This is being accomplished in 2020-21, with effective date January 2021, per updated FIRM mapping and studies.

J.7.2 Monitoring, Evaluation and Updating the Plan

The information contained within this plan, including results from the Vulnerability Assessment, and the Mitigation Strategy will be used by the Town to help inform updates and the development of local plans, programs and policies, as described in Section 7 of the Base Plan.

The Police Chief will be responsible for monitoring, evaluating, and updating this plan using the process outlined in Section 7 of the Base Plan. The Police Chief will also be responsible for representing the Town on future Larimer County Planning Team meetings, and for coordination with town staff and departments during plan updates. The Town, Fire District and Police Department will meet at a minimum annually to discuss items that need to be updated and look at progress of action items. All items with budgetary requirements would need to be approved by the Town Board of Trustees.

Integration into Other Planning Mechanisms

The Town of Johnstown will work to incorporate the updated HMP into other plans, procedures, and programs as described in Section 7.3 of the Base plan. Specifically, the Town will:

- Reference Hazard Mitigation Plans in the updated Comprehensive Plan, to be adopted in January 2021.
- These action items will be audited annually, along with actions related to the Comprehensive Plan to assess progress and needed resources. Town Staff will meet annually to discuss items that need to be updated and look at progress of action items.
- Ongoing updates to a new website will provide better information to residents on floodplain concerns.
- Mitigation actions will be incorporated in capital improvement planning.
- Incorporate information from the HMP into the next update of the Town's comprehensive plan/zoning code/etc.] Land use and zoning code rewrite is planned in 2021-22 and will review and discuss modifications to hazard management ordinances.

Continued Public Involvement

The Town of Johnstown will also continue to involve the public in mitigation, as described in Section 7.4 of the Base Plan. This will include posting information on the website to get information to citizens and businesses.

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J.8 Letter of Intent to Participate



450 South Parish Avenue • P.O. Box 609
Johnstown, CO 80535
Phone: 970.587.4664 • Fax: 970.587.0141
www.townofjohnstown.com

December 10, 2018

Ms. Lori Hodges
Director of Emergency Management
Larimer County Office of Emergency Management
200 W. Oak Street
Fort Collins CO 80522

Re: "Statement of Intent to Participate" as a participating jurisdiction in the Larimer County Multi-Jurisdictional Hazard Mitigation Plan (HMP)

Dear Ms. Hodges,

In accordance with the Federal Emergency Management Agency's (FEMA) Local Hazard Mitigation Plan (HMP) requirements, under 44 CFR §201.6, which specifically identify criteria that allow for multi-jurisdictional mitigation plans, the Town of Johnstown is submitting this letter of intent to confirm that the Town of Johnstown has agreed to participate in the Larimer County Multi-Jurisdictional Hazard Mitigation Planning effort.

Further, as a condition to participating in the mitigation planning, the Town of Johnstown agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to Larimer County to complete the plan in conformance with FEMA requirements.

The Town of Johnstown understands that it must engage in the following planning process and will do so based on the availability of resources, as more fully described in FEMA's *Local Mitigation Planning Handbook* dated March 2013 including, but not limited to:

- Identification of hazards unique to the jurisdiction;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.);
- Documentation of an effective process to maintain and implement the plan;
- Formal adoption of the Multi-Jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

The Community That Cares



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: July 7, 2021

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):

- 07/19/2021 – Regular Town Council Meeting
- 08/02/2021 – Regular Town Council Meeting

Administration, Finance, Planning, & Human Resources

- *American Recovery Plan* – The Town has received the first tranche from the Department of Local Affairs. Funds are planned to assist our utility capital projects.
- *Sewer Bond Issuance* – Staff participated in the kickoff call on June 25 for the sewer bond issuance. The first draft of the Preliminary Official Statement and financing documents have been distributed. The Ordinance will be presented to Council for consideration in July.
- *Johnstown Cash Program* – 49 businesses are currently signed up for the Johnstown Cash program and over \$43,000 has been redeemed in certificates.
- *CDOT Revitalize Main Street* – Staff has received an update from the CDOT revitalize main street review committee regarding our Town application for the grant. Per their comments, they are requesting more information on the proposed project. Staff plans to get additional feedback from the downtown businesses and determine if the project is appropriate for the grant funds.

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

- *Hiring* – Our new Planner II has started work along with a Communications Intern and three Summer Parks Workers. We are still hiring a PT Customer Service Technician, two Maintenance Workers in PW, and a Police Officer.
- *Human Resources Information System* – We are very close to completing contract negotiations for an HRIS to be implemented later this year.
- *Liquor Licensing* – Coral Bay Wine and Spirits and Los Dos Garcias, LLC renewal applications have been submitted to the State for approval.
- *Name Change* – The owner of Veteran Brothers Brewing has submitted the paperwork to Change Trade name/DBA to 21 North Brewery & Tavern.
- *Communications Initiatives* – Town Communications continues to prioritize timely information posted on social medias, the Town’s website, as well as in the Town monthly newsletter. Education campaigns about where to find information are currently run on social media as well as in the Town newsletter. The aim is to provide residents with easier access to information whenever they are looking for it. Two high priority communications initiatives right now are the Town’s regional broadband assessment (johnstown.colorado.gov/exploringbroadband) and the new suggested watering schedule (johnstown.colorado.gov/utilities)
- *Internal Communications* – June marked the first month of the Town’s monthly internal employee newsletter. This newsletter serves the purpose of updating Town employees on safety, benefits, and fostering a TOJ team environment that shares the TOJ mission.
- *Communications and Public Works Projects* – Town Communications and the Public Works Department have been working closely together on the Public Works Project page on the Town’s website (johnstown.colorado.gov/PWProjects). There is a lot of interest in Town projects regarding streets, water, and sewer and this website is a great place to find detailed monthly updates on these types of projects.

Police Department

Training

- *Firearms Qualification* – The entire department participated in firearms qualification with their on-duty handgun, off-duty handgun, and patrol rifle. The department received in-service training on team movement drills with patrol rifles.
- *Leadership Training* – Sergeant Timme completed a training course entitled Leading Specialized Operations hosted by HIDTA.
- *Active Shooter Training* – Commander Sanchez attended a debrief of the Parkland, FL (Marjory Stoneman Douglas High School) school shooting. The course covered running an efficient command post during an active shooter. The course was hosted by the Larimer County Regional SWAT team and guest speaker was Chief Steven Kinsey from Davie Police Department (FL).

Public Works Department

Streets, Stormwater, Fleet & Parks

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- *Streets* – 57 bags of cold patch were used to fill potholes on County Roads 17, 13, and Ronald Reagan Blvd. Graffiti was removed and the bridge was painted on North 2nd Street. Flags were repaired in the Ace Hardware parking lot. Sweeper completed all streets in Old Town. A damaged stop sign was replaced on Thompson Parkway.
- *Grading* – Grading was completed on County Roads 46, 42 and 44.
- *Weeds* – Weeds were sprayed in Rolling Hills, Country Acres, Carlson Farms, and on the north side of Roosevelt High School. The open space north of Town Lake was mowed.
- *Irrigation Times* – The clocks for park irrigation systems were adjusted to run in accordance with the new water restrictions. Staff is working through a check system to ensure clocks are set properly and in compliance.
- *Emergency Siren Test* – All sirens were tested on June 24. Repairs continued for sirens at Pioneer Ridge including testing and battery replacement. The siren in Clearview required voltage parts to ensure proper operations.
- *Fleet* – Tires were ordered for Police car 18-01. A throttle cable was replaced on one of our mowers.

Water Plant & System

- *SCADA Update* – Brown’s Hill has been directed to work on SCADA read issues with ditch actuators for pump #3. They are also working on Pioneer Ridge booster pump station and adding it to the SCADA system.
- *Pumps* – Polymer feed issues due to a storm tripping the electrical caused the pumps to turn off. Turbidities started to rise and plant was shut down remotely while the DAF was drained and filled through the filters until chemical feed was able to be placed back online.
- *Internet Outage* – The Water Treatment Plant lost internet service at approximately 1 a.m. on Monday June 21 and had to be operated manually by staff until the internet was back online.
- *GAC Update* – Carbon material has been delivered and is being backwashed routinely until system is operational. Town Staff is working through material sourcing for the connections between the manifold and vessels. Next steps are to work with Engineer to finalize support structure design for external piping to the vessels, complete piping connections and disinfect vessels.
- *I-25 Waterline Project* – Contractor DeFalco called in locates and working through material sourcing back orders. Staff expects full mobilization in the next 2 weeks.

Wastewater Plants and Collection System

- *Low Point* – Low Point’s work hours were adjusted to have employee coverage from 6:30 a.m. to 3:30 p.m. and 10 a.m. to 7 p.m. to run the filter press longer to allow for greater sludge removal to assist with treatment.
- *Central Plant* – Central Plant is adjusting the recycle pumps for the DAF to improve circulation. Staff is in the process of evaluating and fine-tuning adjustments

- *Sewer Interceptor Project* – The force main was installed up to the TRPR ball fields on the south side of SH60. Lift station excavation has reached final depths and crews are drilling and placing shotcrete every five feet for stabilization.

Development & Project Updates

- *County Road 3* – EZ Excavating is continuing to work on the parapet wall construction including forming, pouring and curing of the walls. J&J is dealing with material sourcing issues on 15” sewer pipe. The CR18/SH402 crossing has seen delays and is planning to commence the first week in July. Construction of the sewer line across CR18/SH402 will require a temporary closure of CR3 until work is completed. ROW is currently vacated by J&J and open to public with temporary construction impacts from EZ Excavating.
- *Old Town Project* – Project bid was delayed due to design updates and revised bid documents to address limited alley/ROW and earthwork quantification. Contract is planned to be presented for award consideration at the July 19 Council Meeting.
- *2nd St Bridge* – Staff is working with a Contractor/Design Consultant and is in the process of verifying design requirements with Hillsborough Ditch. Tentatively, a recommendation for Council to award this project is expected at the July 19 Council Meeting.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 7, 2021

SUBJECT: Administer Oath of Office – Newly Appointed Council Member

PRESENTED BY: Diana Seele, Town Clerk

ITEM DESCRIPTION:

Section 2.4 C., (Term of Office; Time of Taking Office; Oath) of the Town Charter provides, in part, for the following:

“Before taking office, the Mayor and each Council member shall take and file with the Town Clerk an oath or affirmation to support the United States Constitution, the Colorado Constitution, the Charter, ordinances and codes of the Town and to faithfully perform the duties of the office.”

LEGAL ADVICE:

N/A

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION:

Administer Oath of Office to Newly Appointed Council Member

Reviewed and Approved for Presentation,

Town Manager

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Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 7, 2021

SUBJECT: **Public Hearing** – New Tavern Liquor License
Application for Immortal Bar, LLC

ACTION PROPOSED: Consider Tavern License

ATTACHMENTS:

1. Application for a new Tavern License
2. Results of the Liquor License Survey
3. Report from Police Department
4. Order Granting Tavern License

PRESENTED BY: Diana Seele, Town Clerk

AGENDA ITEM DESCRIPTION: This item is a public hearing to receive comments regarding the proposed liquor (Tavern) license for The Immortal Bar, LLC, d/b/a Immortal Bar, located at 1 North Parish, Johnstown, CO. When approving or denying an application, the Council acts as the local licensing authority and must consider if the reasonable requirements of the defined neighborhood are not presently being met by existing establishments, the desires of the adult inhabitants, and the number, type and availability of other similar liquor establishments located in or near the petitioned neighborhood as well as the moral character of the applicants.

LEGAL ADVICE:

The Town Attorney has reviewed the documents submitted.

FINANCIAL ADVICE:

The applicant has paid all the applicable fees.

RECOMMENDED ACTION: Consider issuing a new Tavern License to The Immortal Bar, LLC.

The Community That Cares

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SUGGESTED MOTIONS:

For Approval: I move to approve the Tavern License to The Immortal Bar, LLC and authorize the Mayor to sign the Order Granting a Tavern License.

For Denial: I move to deny approval of the Tavern License to The Immortal Bar, LLC.

Reviewed and Approved for Presentation,



Town Manager

Colorado Liquor Retail License Application

☒ **New License** ☒ **New-Concurrent** ☐ **Transfer of Ownership** ☐ **State Property Only** ☐ **Master file**

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor

1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other			
☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation The Immortal Bar LLC			FEIN Number 86-3633182
2a. Trade Name of Establishment (DBA) Immortal Bar		State Sales Tax Number 94863276-0001	Business Telephone (970) 279-3636
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 1 N Parish Ave Johnstown			
City Johnstown	County WELD	State Co	ZIP Code 80537-8922
4. Mailing Address (Number and Street) 1942 Broadway Ste 314C		City or Town Boulder	State Co ZIP Code 80302-5233
5. Email Address dallas@theimmortalbar.com			

6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date

Section A Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
☒ Application Fee for New License.....\$1,550.00	☐ Liquor-Licensed Drugstore (County)\$312.50
☐ Application Fee for New License w/Concurrent Review\$1,650.00	☐ Lodging & Entertainment - L&E (City)\$500.00
☐ Application Fee for Transfer\$1,550.00	☐ Lodging & Entertainment - L&E (County)\$500.00
Section B Liquor License Fees*	☐ Manager Registration - H & R\$75.00
☐ Add Optional Premises to H & R.....\$100.00 X _____ Total _____	☐ Manager Registration - Tavern\$75.00
☐ Add Related Facility to Resort Complex\$75.00 X _____ Total _____	☐ Manager Registration - Lodging & Entertainment.....\$75.00
☐ Add Sidewalk Service Area.....\$75.00	☐ Manager Registration - Campus Liquor Complex\$75.00
☐ Arts License (City)\$308.75	☐ Optional Premises License (City).....\$500.00
☐ Arts License (County)\$308.75	☐ Optional Premises License (County)\$500.00
☐ Beer and Wine License (City).....\$351.25	☐ Racetrack License (City).....\$500.00
☐ Beer and Wine License (County).....\$436.25	☐ Racetrack License (County)\$500.00
☐ Brew Pub License (City)\$750.00	☐ Resort Complex License (City).....\$500.00
☐ Brew Pub License (County).....\$750.00	☐ Resort Complex License (County).....\$500.00
☐ Campus Liquor Complex (City)\$500.00	☐ Related Facility - Campus Liquor Complex (City)\$160.00
☐ Campus Liquor Complex (County)\$500.00	☐ Related Facility - Campus Liquor Complex (County)\$160.00
☐ Campus Liquor Complex (State).....\$500.00	☐ Related Facility - Campus Liquor Complex (State).....\$160.00
☐ Club License (City).....\$308.75	☐ Retail Gaming Tavern License (City)\$500.00
☐ Club License (County)\$308.75	☐ Retail Gaming Tavern License (County).....\$500.00
☐ Distillery Pub License (City)\$750.00	☐ Retail Liquor Store License-Additional (City).....\$227.50
☐ Distillery Pub License (County)\$750.00	☐ Retail Liquor Store License-Additional (County)\$312.50
☐ Hotel and Restaurant License (City)\$500.00	☐ Retail Liquor Store (City).....\$227.50
☐ Hotel and Restaurant License (County)\$500.00	☐ Retail Liquor Store (County)\$312.50
☐ Hotel and Restaurant License w/one opt premises (City)\$600.00	☒ Tavern License (City).....\$500.00
☐ Hotel and Restaurant License w/one opt premises (County).....\$600.00	☐ Tavern License (County)\$500.00
☐ Liquor-Licensed Drugstore (City)\$227.50	☐ Vintners Restaurant License (City)\$750.00
	☐ Vintners Restaurant License (County).....\$750.00

* Note that the Division will not accept cash

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$
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Name The Immortal Bar	Type of License Tavern	Account Number 94863276-0001		
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 ☐ No ☒				
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?		☐ ☒		
b. Had an alcohol beverage license suspended or revoked?		☐ ☒		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		☐ ☒		
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. ☐ ☒				
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? ☐ ☒				
or Waiver by local ordinance? ☐ ☐ 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 (>) 10,000? 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. ☐ ☐				
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 (<) 10,000? 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. ☐ ☐				
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? ☐ ☐				
13 b. Are you a Colorado resident? ☒ ☐				
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. ☐ ☒				
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? ☒ ☐				
☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord Nikko Cucina, LLC,	Tenant The Immortal Bar LLC,	Expires 04/30/2024		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. ☐ ☒				
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 N/A	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
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.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:				
Has a local ordinance or resolution authorizing optional premises been adopted? ☐ ☐				
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.				
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? ☐ ☐				
If "yes" a copy of license must be attached.				

Name <i>The Immortal Bar</i>	Type of License <i>Tavern</i>	Account Number <i>94863276-0001</i>
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20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	Yes	No
	☐	☐
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?	☐	☐
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?	☐	☐

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	Yes	No
	☐	☐

22. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education?	Yes	No
	☐	☐
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.	☐	☐

23. For all on-premises applicants.

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 an Manager Permit Application
- DR 8000 and fingerprints.

Last Name of Manager <i>Williams</i>	First Name of Manager <i>Dallas</i>
---	--

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.

	Yes	No
	☐	☒

25. Related Facility - Campus Liquor Complex applicants answer the following:

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	No
	☐	☐
b. Designated Manager for Related Facility- Campus Liquor Complex		

Last Name of Manager <i>Williams</i>	First Name of Manager <i>Dallas</i>
---	--

26. Tax Information.

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	No
	☐	☒
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.?	☐	☒

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.

Name	Home Address, City & State	DOB	Position	%Owned
See Attached				

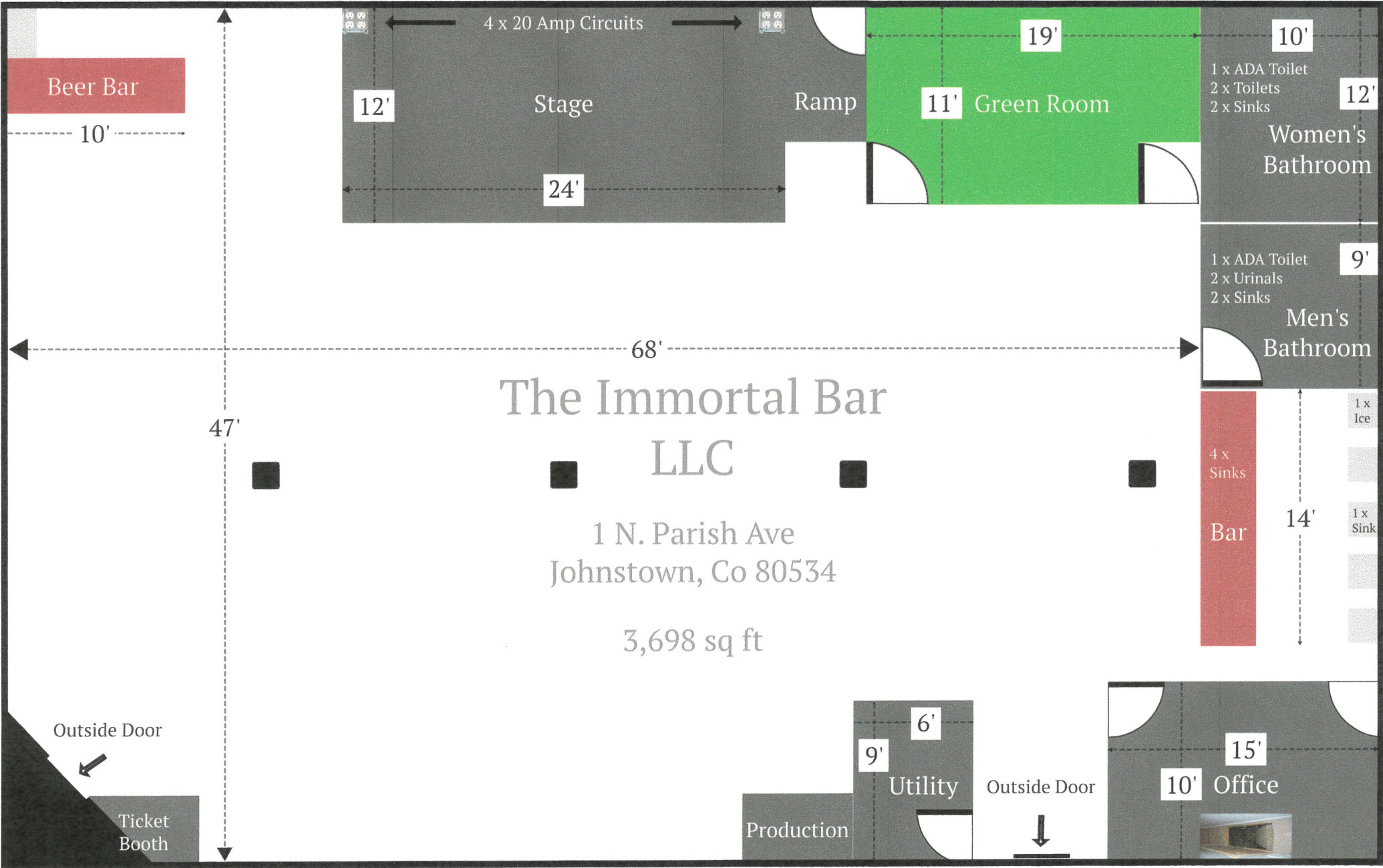
**** If applicant is owned 100% by a parent company, please list the designated principal officer on above.**

**** 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:**

☒ 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>The Immortal Bar</i>		Type of License <i>Tavern</i>		Account Number <i>94863276-0001</i>	
Oath Of Applicant					
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 		Printed Name and Title <i>Dallas Williams</i>		Date <i>05/13/21</i>	
Report and Approval of Local Licensing Authority (City/County)					
Date application filed with local authority <i>5/14/2021</i>		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <i>July 7, 2021</i>			
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:					
☒ Fingerprinted ☒ 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)					
☐ Date of inspection or anticipated date _____ ☒ Will conduct inspection upon approval of state licensing authority					
☐ 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 ☐ ☐
☐ 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?					☐ ☐
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.					
☐ 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?					☐ ☐
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. Therefore, this application is approved.					
Local Licensing Authority for			Telephone Number		☐ Town, City ☐ County
Signature		Print		Title	Date
Signature		Print		Title	Date



The Immortal Bar
LLC

--- Basement

Liquor/Beer Storage Only

73'

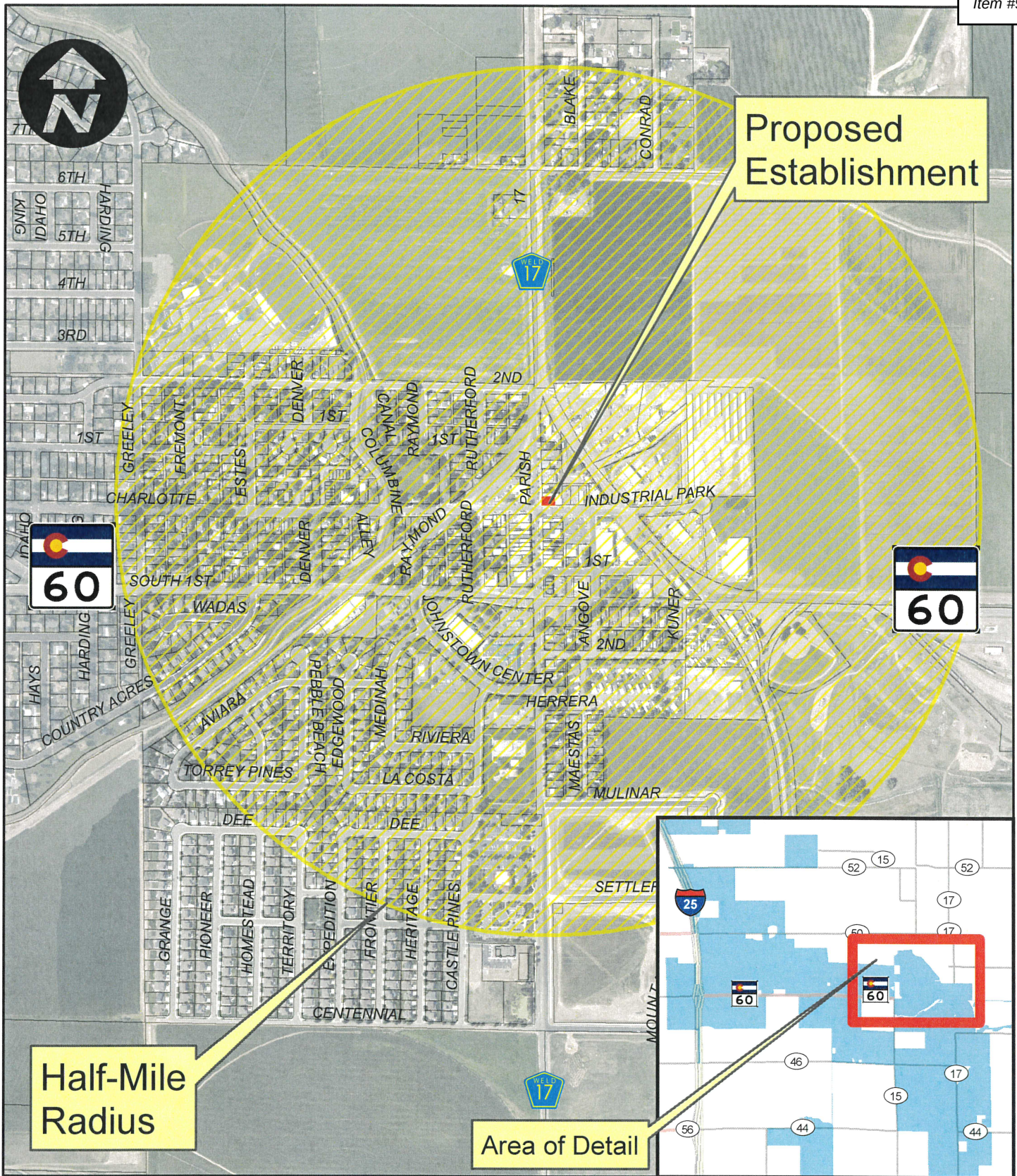
24'

47'

1 N. Parish Ave
Johnstown, Co 80534

3,698 sq ft





Item #9.

Under age ~~III~~ ~~III~~ /
No sign ~~III~~ /

Total Doorknocks:

147
~~147~~ 65
~~147~~ 147 147 147 2778 147 147 147 147 147 147 147

11

6

82

65

No need ☐

Abhorrence of Alcohol ☐

Religious Objections ☐

Usage Objections ☐

Miscellaneous Reason ☐

No Reason Given ☐

Total Signatures ☐

APPLICANT NAME: The Immortal bar LLC
ADDRESS: 1 N. Parish Ave., Johnstown, Co 80534
TYPE OF LICENSE: TAVERN LICENSE
PUBLIC HEARING: July 7th, 2021

Item #9.

Order Age 1111
No Sign 1
Not home 444 (1)

SUMMARY

Dates of Petitioning (insert date) through (insert date)

Total Doorknocks:

52

Not at Home or Business Owners/Managers Not Available

8

Not Qualified to Sign

4

Preferred to Not Participate

1

Parties in Interest that Participated

44

Number of Signatures in Favor

39

Breakdown of Reasons of Signatures in Opposition:

No need ☒

Abhorrence of Alcohol ☒

Religious Objections ☒

Usage Objections ☒

Miscellaneous Reason ☒

No Reason Given ☒

Total Signatures ☒

COUNCIL DATE: 07/07/2021

TOWN OF JOHNSTOWN POLICE DEPARTMENT**Information Fermented Malt Beverage or Liquor Application**

- Name and address of Applicant} The Immortal Bar, LLC
1942 Broadway Suite 314C
Boulder, CO 80302-5233
1. Trade Name and Address} Immortal Bar
1 North Parish
Johnstown, CO 80534
2. Date of Application: 05-14-2021
3. Type of Application: Tavern License
4. Documents Accompanying Application
A. Local and State License Fees} Submitted with application
B. Evidence of Correct Zoning} CBD
C. Building Plans and or Sketch of Interior} N/A
D. Distance from School as per State} N/A
E. Deed or Lease or Assignment of Lease or Ownership} Leased
5. Evidence of Public Notice
A. Posting of Premises} Posted June 18, 2021
B. Legal Publication} Johnstown Breeze June 17, 2021
6. Investigation: Police Department Case#}
A. Applicant has made application for a new Tavern License.
B. Background Investigation: A background check was done through CBI and found no concerns.
8. Findings of fact:
A. The required fees were submitted.
B. It is my recommendation the Tavern License be approved.



CHIEF OF POLICE



DATE

TOWN OF JOHNSTOWN LIQUOR LICENSING AUTHORITY 450 S. Parish Avenue Johnstown, CO 80534 Phone No. (970) 587-4664 IN THE MATTER OF: The Immortal Bar, LLC 1 North Parish Johnstown, CO 80534	Δ AUTHORITY USE ONLY Δ
ORDER GRANTING TAVERN LIQUOR LICENSE FOR THE IMMORTAL BAR, LLC	

THIS MATTER came before the Town of Johnstown Liquor Licensing Authority (“Authority”) on The Immortal Bar, LLC’s (“Applicant”) Application for a Tavern Liquor License dated May 14, 2021, for a premises located at 1 North Parish, Town of Johnstown, State of Colorado (“Application”). The Authority, having conducted a Public Hearing on July 7, 2021 after due notice, reviewed the Application and considered the evidence adduced by Town staff’s investigation and the evidence presented by the Applicant and parties in interest, as the term is defined in C.R.S. §44-3-311(5)(b), including but not limited to the petition circulated by the Applicant, hereby

FINDS that, pursuant to C.R.S. § 44-3-307, the appropriate fees have been paid and Applicant is of good moral character and entitled to hold a liquor license; and

FURTHER FINDS that, pursuant to C.R.S. § 44-3-312(2)(a), the reasonable requirements of the designated neighborhood, the desires of the adult inhabitants and the number, type and availability of alcoholic beverage outlets support the issuance of the license; and

ORDERS that the Application is GRANTED.

Done and dated this 7th day of July, 2021.

BY THE AUTHORITY:

ATTEST:

Diana Seele, Town Clerk

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



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 7, 2021

SUBJECT: Ordinance No. 2021-202, An Ordinance Authorizing the Issuance of Revenue Bonds to Provide for Improvements to the Wastewater System and Establishing Covenants in Connection with the Financing for the Payment of the Bonds from Wastewater Revenues; and Approving Other Matters in Connection with the Financing.

ACTION PROPOSED: Approve Ordinance No. 2021-202

ATTACHMENTS:

1. Ordinance 2021-202
2. Town of Johnstown Comprehensive Financial Policies
3. Preliminary Official Statement
4. Paying Agent Agreement
5. Bond Purchase Agreement

PRESENTED BY: Mitzi McCoy, Finance Director

AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is Ordinance No. 2021-202 which will provide for the issuance of revenue bonds to fund capital projects in the Sanitary Sewer Fund.

The Town of Johnstown owns and operates its municipal sanitary sewer system consisting of the Low Point Wastewater Treatment Plant, the Central Wastewater Treatment Plant, 3 lift stations and approximately 76 miles of sewer lines that are 8"-12" in diameter with 15" to 18" interceptors and 2.7 miles of force mains. This system serves the Town's utility service area that encompasses approximately 45 square miles.

The Central Wastewater Treatment Plant (CWWTP) was built in 1951 and is a lagoon plant with a Moving Bed Biofilm Reactor. In 2004, a dissolved air flotation (DAF) process for treatment was added. CWWTP has approximately 9.8 miles of gravity lines (both PVC and clay) with three lift stations and 2.7 miles of force mains. CWWTP has a capacity of .99 MGD with an average daily flow of .811 MGD and a high flow of 1.439MGD. This plant will serve approximately 55% of the Town's utility service area.

The Low Point Wastewater Treatment Plant (LPWWTP) was built in 2005 and is entirely a gravity system with PVC sewer lines and no existing lift stations. LPWWTP has a capacity of .5 MGD with an average daily flow of .265MGD and a high flow of .396MGD. This plant currently is set to serve approximately 45% of the Town's utility service area.

The Town has existing issues with both plants as neither can meet regular permit requirements. LPWWTP has struggled to meet discharge limitations for pH and ammonia which is largely attributed to a service area

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equipped with water conserving appliances/facilities that result in higher concentrated influent. This stronger influent has reduced treatment capacity for this plant. Additionally, LPWWTP lacks a dependable and permanent solids handling system, and has aged equipment that is nearing the end of its useful lifespan. CWWTP has struggled to meet discharge limitations for ammonia and TSS because the lagoons at the plant no longer have adequate operating volume. Equipment at this plant is not adequate to meet potential new, more stringent, discharge limitations that have been drafted by CDPHE to comply with the Federal Clean Water Act. Additionally, this plant has aged equipment that is at the end of its useful life and is overdue for renewal and modernization.

In addition to the existing concerns that the Town has with the wastewater treatment plants, the Town has also been experiencing and is anticipating significant new development in upcoming years. The existing plants cannot meet treatment needs beyond a population of 20,000, or approximately 6,800 taps. The current tap count for the Town is 5,599. Given the anticipated growth projections, both treatment plants require capacity expansions in the near future.

As such, on February 17, 2021 the Town Council approved and adopted the 2021-2030 Capital Improvement Plan which includes a number of substantial capital projects to address the existing issues and future needs for the Sanitary Sewer Fund. The primary projects include the CWWTP design and construction, the LPWWTP expansion design and construction, and the Sewer Interceptor expansion with the total projected costs of these projects being around \$84 million. The Town plans to use a combination of existing funds, bonds, and new revenues to finance the improvements.

Staff, working with its consultants, has determined that, due to prevailing financial market conditions, it is in the best interest of the Town at this time to issue bonds since interest rates are at or near historic lows. The bonds are expected to generate \$55 million to pay the costs billed to the Town for capital improvements at LPWWTP, CWWTP, and the Sewer Interceptor expansion. The bonds will be structured as revenue bonds in the Sanitary Sewer Enterprise Fund. The bonds will mature in 2051 and the Town will make annual debt service payments commencing in 2021.

The Town will be obtaining an underlying credit rating from Standard & Poor's. It is expected that the credit rating from Standard & Poor's will help the Town obtain the best possible interest rates.

The ordinance being presented for approval authorizes the issuance of bonds and approves the form and authorizes execution of the related financing documents. The ordinance contains parameters that the principal amount of the bonds will not exceed \$55 million, the final maturity will not exceed December 1, 2051, and the net effective interest rate on the bonds not exceed 3.9%. The financing documents will be finalized when the exact terms of the Bonds are determined. The anticipated bond closing is in late August.

The proposed bonds are being issued under the Town's adopted debt policy, approved by the Town Council on December 16, 2019 as part of the Town of Johnstown Comprehensive Financial Management Policies. The proposed bonds meet all requirements outlined in the Town's adopted policies.

LEGAL ADVICE:

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Resolution was reviewed by legal counsel.

FINANCIAL ADVICE:

The sale of the Bonds will have no financial impact on the Town's General Fund, as payments of principal and interest on the bonds will be paid solely from the Town's Sewer Fund Net Revenues. It is estimated that the average annual debt service payment will be approximately \$2.7 million. It is likely that modest rate increases will be required each year to meet the Parity Lien Test.

RECOMMENDED ACTION:

Approve Ordinance 2021-202 as presented.

SUGGESTED MOTIONS:

For Approval

I move to approve Ordinance 2021-202 Authorizing the Issuance of Revenue Bonds to Provide for Improvements to Its Sanitary Sewer System; Establishing Covenants in Connection with the Financing and Providing for the Payment of the Bonds from Sanitary Sewer Revenues; and Approving Other Matters in Connection with the Financing.

For Denial

I move that we deny Ordinance 2021-202, Authorizing the Issuance of Revenue Bonds to Provide for Improvements to Its Sanitary Sewer System; Establishing Covenants in Connection with the Financing and Providing for the Payment of the Bonds from Sanitary Sewer Revenues; and Approving Other Matters in Connection with the Financing.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2021-202**

**AN ORDINANCE OF THE TOWN OF JOHNSTOWN, COLORADO,
ACTING BY AND THROUGH ITS SANITARY SEWER UTILITY
ENTERPRISE, AUTHORIZING THE ISSUANCE OF REVENUE BONDS
TO PROVIDE FOR IMPROVEMENTS TO ITS SANITARY SEWER
SYSTEM; ESTABLISHING COVENANTS IN CONNECTION WITH THE
FINANCING AND PROVIDING FOR THE PAYMENT OF THE BONDS
FROM SANITARY SEWER FUND REVENUES; AND APPROVING
OTHER MATTERS IN CONNECTION WITH THE FINANCING.**

WHEREAS, the Town of Johnstown, Colorado is a municipal corporation duly organized and operating as a home rule municipality under Article XX of the Constitution of the State of Colorado (unless otherwise indicated, capitalized terms used in this preamble shall have the meanings set forth in Section 1 of this Ordinance); and

WHEREAS, pursuant to Section 13-40 of the Municipal Code, the Council has (i) recognized the establishment of the Town's Sanitary Sewer Utility Enterprise, (ii) confirmed the operation of the Sanitary Sewer Utility Enterprise, inclusive of the Town's municipal sanitary sewer system, as an "Enterprise" within the meaning of Section 20 of Article X of the State Constitution, and (iii) designated itself as the governing body of the Sanitary Sewer Utility Enterprise to exercise the Town's legal authority relating to the Sanitary Sewer Utility Enterprise, but not to levy a tax; and

WHEREAS, pursuant to Section 4-40 of the Municipal Code, the Sanitary Sewer Fund, which accounts for the financial activity of the Sanitary Sewer Utility Enterprise, is to receive less than ten percent of its annual revenue from Colorado state and local government grants combined; and

WHEREAS, pursuant to Sections 13.1 and 13.4 of the Charter, the Town may borrow money and issue bonds in such form and manner as the Council determines to be advantageous, by ordinance and without an election, when payable from revenues other than general ad valorem property taxes or sales and use taxes; and

WHEREAS, the Council has determined that the Town's interest and the public interest and necessity require the construction, replacement and update of current wastewater treatment facilities and related sanitary sewer system improvements; and

WHEREAS, Stifel, Nicolaus & Company, Incorporated, of Denver, Colorado, has presented a proposal to the Town to issue revenue bonds for the purpose of financing the costs of the Improvement Project, and the Council has determined that the negotiated sale of the Bonds to said company is to the best advantage of the Town; and

WHEREAS, the Bonds will not be payable from any tax, will not constitute a debt or an indebtedness of the Town within the meaning of any constitutional or home rule limitation, and will not be considered or held to be general obligations of the Town; and

WHEREAS, the Town has received and there are available to the members of the Council, forms of documents relating to the financing of the Improvement Project, including the Preliminary Official Statement, the Bond Purchase Agreement and the Paying Agent and Registrar Agreement; and

WHEREAS, none of the members of the Council have any potential conflicting interests in connection with the authorization, issuance, or sale of the Bonds, or the use of the proceeds thereof; and

WHEREAS, Council desires to authorize the issuance and sale of the Bonds and, as provided in the Supplemental Public Securities Act, delegate authority to the Sale Delegate to make certain determinations regarding the Bonds to be set forth in the Sale Certificate in accordance with the provisions of this Ordinance; now therefore,

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

Section 1. Definitions. The following terms shall have the following meanings as used in this Ordinance:

“*Bank*” means UMB Bank, n.a., a national banking association duly organized and existing under the laws of the United States of America which has full and complete trust powers and is a qualified institution under Article 10.5 of Title 11, C.R.S., known as the Public Deposit Protection Act.

“*Bonds*” means the Wastewater Revenue Bonds, Series 2021, dated as of the Dated Date.

“*Bond Account*” means the account established by the provisions hereof to account for the moneys to be applied to the payment of the debt service on the Bonds. The Bond Account shall be a subsidiary account or subaccount of the Sanitary Sewer Fund or other appropriate fund of the Town and separately accounted for by the Town in accordance with the provisions hereof.

“*Bond Counsel*” means (a) as of the date of issuance of the Bonds, Kutak Rock LLP, of Denver, Colorado; and (b) as of any other date, Kutak Rock LLP or such other attorneys selected by the Town with nationally recognized expertise in the issuance of municipal bonds.

“*Bond Insurance Policy*” means, if the Bonds are issued with bond insurance, the municipal bond insurance policy issued by the Bond Insurer insuring the payment when due of the principal of and interest on the Bonds as provided therein. If the Bonds are not issued with bond insurance, this definition shall not be applicable.

“*Bond Insurer*” means, if the Bonds are issued with bond insurance, the bond insurer selected by the Sale Delegate pursuant to the Section hereof entitled “Bond Insurance,” or any successor thereto.

“*Bond Purchase Agreement*” means the Bond Purchase Agreement, pursuant to which the Town is to agree to sell and the Underwriter is to agree to purchase the Bonds at the prices and on the terms set forth therein.

“*Business Day*” means any day other than (a) a Saturday or Sunday, or (b) a day on which banking institutions in the State are authorized or obligated by law or executive order to be closed for business.

“*Capital Improvements*” means the acquisition of land, water or water rights, easements, facilities, and equipment (other than ordinary repairs and replacements), and the construction or reconstruction of improvements, betterments, and extensions, for use by or in connection with the System which, under Generally Accepted Accounting Principles for governmental units as prescribed by the Governmental Accounting Standards Board, are properly chargeable as capital items.

“*Charter*” means the Town of Johnstown Home Rule Charter.

“*Code*” means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder and applicable to the Bonds or the use of proceeds thereof, unless the context clearly requires otherwise.

“*Combined Maximum Annual Principal and Interest Requirements*” means with regard to any two or more particular issues of bonds or other obligations, the maximum annual payments of principal of and interest on all of said issues, excluding redemption premiums, to become due during any Fiscal Year while such issues are outstanding; provided that such computation shall assume the redemption and payment of bonds or other obligations subject to mandatory redemption, but shall be made without regard to any right of optional redemption which has not been exercised.

“*Commitment*” means that certain offer, if any, to issue the Bond Insurance Policy and the Reserve Surety Bond by the Bond Insurer.

“*Continuing Disclosure Undertaking*” means an undertaking of the Town to facilitate compliance with Securities and Exchange Commission Rule 15c2-12 (17 C.F.R. § 240.15c2-12) in substantially the form appended to the Official Statement.

“*Council*” means the Town Council of the Town acting as the governing body of the Sanitary Sewer Utility Enterprise.

“*C.R.S.*” means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

“*Dated Date*” means the dated date for the Bonds set forth in the Sale Certificate.

“*DTC*” means The Depository Trust Company, New York, New York, and its successors in interest and assigns.

“*DTC Blanket Letter of Representations*” means the letter of representations from the Town to DTC to induce DTC to act as securities depository for the Bonds.

“Enabling Laws” means the Charter, the Supplemental Public Securities Act, the Water Activity Law and all other laws of the State of Colorado enabling the actions of the Town as contemplated by the provisions of this Ordinance.

“Event of Default” means any of the events specified the Section hereof titled “Events of Default.”

“Federal Securities” means bills, certificates of indebtedness, notes, bonds or similar securities which are direct noncallable obligations of the United States of America or which are fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America.

“Fiscal Year” means the 12 months commencing January 1 of any year and ending December 31 of said year.

“Gross Revenue” means all fees, including but not limited to user fees and plant investment fees, charges and revenues directly or indirectly derived by the Town for the services furnished by, or use of, the System, or any part thereof, including all income attributable to any future dispositions of property or rights or related contracts, settlements, or judgments held or obtained in connection with the System or its operations; provided however, that there shall be excluded from Gross Revenue (a) moneys borrowed and used for providing Capital Improvements; (b) any money and securities, and investment income therefrom, in any refunding fund, escrow account, or similar account pledged to the payment of any bonds or other obligations for the purpose of defeasing the same; and (c) any moneys received as grants or appropriations from the United States, the State of Colorado, or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom.

“Improvement Project” means any Capital Improvements which may be funded under the Enabling Laws, including but not limited to, the construction, replacement and update of current wastewater treatment facilities and related sanitary sewer system improvements, and the payment of the costs of issuance of the Bonds.

“Interest Payment Date” means each June 1 and December 1, commencing December 1, 2021, or such other dates as established in the Sale Certificate for payment of interest on the Bonds.

“Municipal Code” means the Johnstown Municipal Code, as the same may be amended.

“Net Revenues” means Gross Revenue after deducting Operation and Maintenance Expenses.

“Official Statement” means the final Official Statement relating to the Bonds.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the Town, paid or accrued, for operating, maintaining, and repairing the System, including without limitation legal and overhead expenses of the Town directly related to the

administration of the System; provided however, that there shall be excluded from Operation and Maintenance Expenses any allowance or transfers for depreciation, payments in lieu of taxes or franchise fees, legal liabilities not based on contract, expenses incurred in connection with Capital Improvements, payments due in connection with any bonds or other obligations issued to provide Capital Improvements, and charges for the accumulation of reserves. For purposes of the above definition expenses shall, to the extent possible, be determined in accordance with Generally Accepted Accounting Principles for governmental units as prescribed by the Governmental Accounting Standards Board.

“*Ordinance*” means this ordinance authorizing the issuance of the Bonds, including any amendments or supplements hereto.

“*Owner*” or “*Owners*” means the Person or Persons in whose name or names a Bond is registered on the registration books maintained by the Paying Agent pursuant hereto.

“*Parity Lien Obligations*” means any bonds or other obligations permitted to be issued pursuant to the Section hereof titled “Parity Lien Obligations”, with a lien that is equal and on a parity with the lien of the Bonds on the Net Revenues.

“*Paying Agent*” means the Bank and its successors in interest or assigns approved by the Town, which shall act as paying agent, bond registrar, and authenticating agent for the Bonds.

“*Paying Agent and Registrar Agreement*” means an agreement between the Town and the Paying Agent concerning the duties and obligations of the Paying Agent with respect to the Bonds.

“*Permitted Investments*” means any investment lawfully permitted by applicable State law, except to the extent that such investments may be further limited by the Bond Insurer.

“*Person*” means a corporation, firm, other body corporate, partnership, association or individual and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

“*Preliminary Official Statement*” means the Preliminary Official Statement prepared in connection with the sale and issuance of the Bonds.

“*Principal Payment Date*” means December 1, or such other date or dates of each year as established in the Sale Certificate for payment of principal of the Bonds.

“*Project Account*” means the account established by the provisions hereof to account for the moneys to be applied to the payment of the costs relating to the Improvement Project. The Project Account shall be a subsidiary account or subaccount of the Sanitary Sewer Fund or other appropriate fund of the Town and separately accounted for by the Town in accordance with the provisions hereof.

“*Pro Rata Portion*” means the dollar amount derived by dividing the amount of principal or interest to come due on the next Principal Payment Date or Interest Payment Date by the number of monthly credits required to be made prior to such payment date.

“*Record Date*” means with respect to each Interest Payment Date, (a) if the Interest Payment Date is the first day of the month, the fifteenth day of the month immediately preceding the month (whether or not such day is a Business Day) in which such Interest Payment Date occurs; or (b) if the Interest Payment Date is the fifteenth day of the month, the first day of the month (whether or not such day is a Business Day) in which such Interest Payment Date occurs.

“*Required Reserve*” means an amount equal to the lesser of: (a) the Combined Maximum Annual Principal and Interest Requirements of the Bonds or (b) the maximum amount which may be credited to the Reserve Account and allow such account to qualify as a “reasonably required reserve or replacement fund” under Section 148(d) of the Code. Provided however, the amount of the Required Reserve may be established at a lesser amount in the Sale Certificate.

“*Reserve Account*” means the account established by the provisions hereof to provide additional security for the timely payment of the debt service on the Bonds. The Reserve Account shall be a subsidiary account or subaccount of the Sanitary Sewer Fund or other appropriate fund of the Town and separately accounted for by the Town in accordance with the provisions hereof.

“*Reserve Surety Bond*” means a surety bond issued by the Bond Insurer for the purpose of meeting all or any portion of the Required Reserve and guaranteeing payments from the Reserve Account.

“*Sale Certificate*” means the certificate executed by the Sale Delegate under the authority delegated pursuant to this Ordinance.

“*Sale Delegate*” means the Town Manager or, in the event the Town Manager is unavailable, the Town Director of Finance.

“*Sanitary Sewer Fund*” means the fund established under Section 4-40 of the Municipal Code for the purpose of accounting for the financial activity of the Sanitary Sewer Utility Enterprise.

“*Sanitary Sewer Utility Enterprise*” means the Town’s Sanitary Sewer Utility Enterprise recognized by the Town Council pursuant to Section 13-40 of the Municipal Code and which serves the purpose of managing, maintaining and operating the Town's wastewater system and the sewer facilities for the conveyance, treatment and disposal of waste water from within the Town.

“*Supplemental Public Securities Act*” means Part 2 of Article 57 of Title 11, C.R.S.

“*State*” means the State of Colorado.

“*System*” means all of the Town’s wastewater system and sanitary sewer facilities, now owned or hereafter acquired, whether situated within or without the Town boundaries, including all present or future improvements, extensions, enlargements, betterments, replacements, or additions thereof or thereto.

“*Tax Letter of Instructions*” means the Tax Letter of Instructions, dated the date on which the Bonds are originally issued and delivered to the Town by Bond Counsel, as such instructions may be superseded or amended in accordance with their terms.

“Town” means the Town of Johnstown, Colorado, acting by and through its Sanitary Sewer Utility Enterprise.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, of Denver, Colorado.

“Water Activity Law” means Title 37, Article 45.1, C.R.S.

Section 2. Authorization and Purpose of the Bonds. Pursuant to and in accordance with the State Constitution and the Enabling Laws, there shall be issued by the Town, acting by and through the Sanitary Sewer Utility Enterprise, the “Wastewater Revenue Bonds, Series 2021” for the purpose of providing funds for the Improvement Project.

Section 3. Bond Details.

(a) ***Registered Form, Denominations, Original Dated Date and Numbering.***

The Bonds shall be issued in fully registered form, shall be dated as of the Dated Date, and shall be registered in the names of the Persons identified in the registration books maintained by the Paying Agent pursuant hereto. The Bonds shall be issued in denominations of \$5,000 in principal amount or any integral multiple thereof. The Bonds shall be consecutively numbered, beginning with the number one, preceded by the letter “R.”

(b) ***Maturity Dates, Principal Amounts and Interest Rates.***

The Bonds shall mature on the Principal Payment Date of the years and in the principal amounts, and shall bear interest at the rates per annum (calculated based on a 360-day year of twelve 30-day months), set forth in the Sale Certificate.

(c) ***Accrual and Dates of Payment of Interest.***

Interest on the Bonds shall accrue at the rates set forth in the Sale Certificate from the later of the Dated Date or the latest Interest Payment Date (or in the case of defaulted interest, the latest date) to which interest has been paid in full and shall be payable on each Interest Payment Date.

(d) ***Delegation for Sales Certificate.***

The Council hereby delegates to the Sale Delegate for a period of two months from the date of adoption of this Ordinance (A) the matters set forth below, subject to the applicable parameters set forth in subsection (e) of this Section; and (B) any other matters that, in the judgment of the Sale Delegate, are necessary or convenient to be set forth in the Sale Certificate and are not inconsistent with the parameters set forth in this Section:

- (i) the Dated Date of the Bonds;
- (ii) the Principal Payment Date;
- (iii) the Interest Payment Date;
- (iv) the aggregate principal amount of the Bonds;

(v) the price at which the Bonds will be sold pursuant to the Bond Purchase Agreement;

(vi) the amount of principal of the Bonds maturing in any particular year and the respective interest rates borne by the Bonds;

(vii) the Bonds which may be redeemed at the option of the Town, the dates upon which such optional redemption may occur, and the prices at which such Bonds may be optionally redeemed;

(viii) the principal amounts, if any, of Bonds subject to mandatory sinking fund redemption and the years in which such Bonds will be subject to such redemption;

(ix) the amount of the Required Reserve; and

(x) whether the Bonds will be secured by an assurance of payment as provided in the Supplemental Public Securities Act.

(e) **Sale Parameters.** The authority delegated to the Sale Delegate by this Section shall be subject to the following parameters:

(i) the aggregate principal amount of the Bonds shall not exceed \$55,000,000;

(ii) the final maturity of the Bonds shall be no later than December 1, 2051; and

(iii) the net effective interest rate on the Bonds shall not exceed 3.90%.

(f) **Manner and Form of Payment.** Principal of each Bond shall be payable to the Owner thereof upon presentation and surrender of such Bond at the principal office of the Paying Agent or at such other office of the Paying Agent designated by the Paying Agent for such purpose. Interest on each Bond shall be payable by check or draft of the Paying Agent mailed on each Interest Payment Date to the Owner thereof as of the close of business on the corresponding Record Date; provided that interest payable to any Owner may be paid by any other means agreed to by such Owner and the Paying Agent that does not require the Town to make moneys available to the Paying Agent earlier than otherwise required hereunder or increase the costs borne by the Town hereunder. All payments of the principal of and interest on the Bonds shall be made in lawful money of the United States of America.

(g) **Book-Entry Registration.** Notwithstanding any other provision hereof, the Bonds shall be delivered only in book entry form registered in the name of Cede & Co., as nominee of DTC, acting as securities depository of the Bonds and principal of and interest on the Bonds shall be paid by wire transfer to DTC; provided, however, if at any time the Paying Agent determines, and notifies the Town of its determination, that DTC is no longer able to act as, or is no longer satisfactorily performing its duties as, securities depository

for the Bonds, the Paying Agent may, at its discretion, either (i) designate a substitute securities depository for DTC and reregister the Bonds as directed by such substitute securities depository; or (ii) terminate the book entry registration system and reregister the Bonds in the names of the beneficial owners thereof provided to it by DTC. Neither the Town nor the Paying Agent shall have any liability to DTC, Cede & Co., any substitute securities depository, any Person in whose name the Bonds are reregistered at the direction of any substitute securities depository, any beneficial owner of the Bonds or any other Person for (A) any determination made by the Paying Agent pursuant to the proviso at the end of the immediately preceding sentence or (B) any action taken to implement such determination and the procedures related thereto that is taken pursuant to any direction of or in reliance on any information provided by DTC, Cede & Co., any substitute securities depository or any Person in whose name the Bonds are reregistered.

Section 4. Redemption of Bonds Prior to Maturity.

(a) ***Optional Redemption.*** The Bonds shall be subject to redemption at the option of the Town, in whole or in part, and if in part in such order of maturities as the Town shall determine and by lot within a maturity on such dates as set forth in the Sale Certificate. The Council hereby delegates to the Sale Delegate the authority to determine the dates on which the Bonds shall be subject to optional redemption and the redemption price or prices at which such redemption may be made.

(b) ***Mandatory Sinking Fund Redemption.*** All or any principal amount of the Bonds may be subject to mandatory sinking fund redemption by lot on the Principal Payment Date of the years and in the principal amounts specified in the Sale Certificate, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date. The Council hereby delegates to the Sale Delegate the authority to determine the principal amounts and dates on which the Bonds shall be subject to mandatory sinking fund redemption.

(c) ***Redemption Procedures.*** Notice of any redemption of Bonds shall be given by the Paying Agent in the name of the Town by electronic means to DTC or by sending a copy of such notice by electronic means to DTC or its successors, or by first class, postage prepaid mail, not less than thirty days prior to the redemption date, to the Owner of each Bond being redeemed. Such notice shall specify the number or numbers of the Bonds so to be redeemed (if redemption shall be in part) and the redemption date. If any Bond shall have been duly called for redemption and if, on or before the redemption date, there shall have been deposited with the Paying Agent in accordance with this Ordinance funds sufficient to pay the redemption price of such Bond on the redemption date, then such Bond shall become due and payable at such redemption date, and from and after such date interest will cease to accrue thereon. Failure to deliver any redemption notice or any defect in any redemption notice shall not affect the validity of the proceeding for the redemption of Bonds with respect to which such failure or defect did not occur. Any Bond redeemed prior to its maturity by prior redemption or otherwise shall not be reissued and shall be cancelled.

Section 5. Form of the Bonds. The Bonds shall be in substantially the form set forth in Appendix A hereto, with such changes thereto, not inconsistent herewith, as may be necessary or desirable and approved by the officials of the Town executing the same (whose manual or facsimile signatures thereon shall constitute conclusive evidence of such approval). The Bond shall recite that it is issued under the authority of the Enabling Laws. Although attached as an appendix for the convenience of the reader, Appendix A is an integral part of this Ordinance and is incorporated herein as if set forth in full in the body of this Ordinance.

Section 6. Execution, Authentication and Delivery of the Bonds.

(a) **Execution.** The Bonds shall be executed in the name and on behalf of the Town with the manual or facsimile signature of the Mayor, shall bear a manual or facsimile of the seal of the Town and shall be attested by the manual or facsimile signature of the Town Clerk both of whom are hereby authorized and directed to prepare and execute the Bonds in accordance with the requirements hereof. Should any officer whose manual or facsimile signature appears on the Bonds cease to be such officer before delivery of any Bond, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes.

(b) **Authentication.** When the Bonds have been duly executed, the officers of the Town are authorized to, and shall, deliver the Bonds to the Paying Agent for authentication. No Bond shall be secured by or entitled to the benefit of this Ordinance, or shall be valid or obligatory for any purpose, unless the certificate of authentication of the Paying Agent has been manually executed by an authorized signatory of the Paying Agent. The executed certificate of authentication of the Paying Agent upon any Bond shall be conclusive evidence, and the only competent evidence, that such Bond has been properly authenticated hereunder.

(c) **Delivery.** Upon the authentication of the Bonds, the Paying Agent shall deliver the same in accordance with the instructions of the Underwriter upon receipt of the agreed purchase price of the Bonds from the Underwriter and the issuance of the approving opinion of Bond Counsel.

Section 7. Registration, Transfer and Exchange of the Bonds.

(a) **Registration.** The Paying Agent shall maintain registration books in which the ownership, transfer and exchange of Bonds shall be recorded. The person in whose name any Bond shall be registered on such registration books shall be deemed to be the absolute owner thereof for all purposes, whether or not payment on any Bond shall be overdue, and neither the Town nor the Paying Agent shall be affected by any notice or other information to the contrary.

(b) **Transfer and Exchange.** The Bonds may be transferred or exchanged, at the principal office of the Paying Agent for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate, upon payment by the transferee of a transfer fee, any tax or governmental charge required to be paid with respect to such transfer or exchange and any cost of printing bonds in connection therewith.

Upon surrender for transfer of any Bond, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his or her attorney duly authorized in writing, the Town shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee a new Bond.

(c) ***Limitations on Transfer.*** The Town and Paying Agent shall not be required to issue or transfer any Bonds during a period beginning at the close of business on the Record Date and ending at the opening of business on the first Business Day following the ensuing interest payment date. The Paying Agent shall not be required to transfer any Bonds selected or called for redemption.

Section 8. Replacement of Lost, Destroyed or Stolen Bonds. If any Bond shall become lost, apparently destroyed, stolen or wrongfully taken, it may be replaced in the form and tenor of the lost, destroyed, stolen or taken bond and the Town shall execute and the Paying Agent shall authenticate and deliver a replacement Bond upon the Owner furnishing, to the satisfaction of the Paying Agent: (a) proof of ownership (which shall be shown by the registration books of the Paying Agent); (b) proof of loss, destruction or theft; (c) an indemnity to the Town and the Paying Agent with respect to the Bond lost, destroyed or taken; and (d) payment of the cost of preparing and executing the new bond or bonds.

Section 9. Reaffirmation of the Sanitary Sewer Fund; Establishment of Accounts.

(a) ***Reaffirmation of Sanitary Sewer Fund.*** The Town hereby reaffirms the establishment of the Sanitary Sewer Fund.

(b) ***Establishment of Accounts in Sanitary Sewer Fund.*** There are hereby created and established within the Sanitary Sewer Fund, in addition to other accounts which are established in said fund, the Bond Account, the Reserve Account and the Project Account. In accordance with generally accepted accounting principles, for the purpose of accounting for the moneys provided for in this Ordinance the Town Director of Finance may create offsetting revenue and expense accounts not inconsistent with the provisions hereof, all as may be determined by the Town Director of Finance.

(c) ***Investments.*** Proceeds of the Bonds delivered to the Town pursuant to the Section hereof titled “Application of Bond Proceeds,” moneys on deposit in the Bond Account and the Reserve Account, and any moneys held by the Paying Agent with respect to the Bonds, shall be invested or deposited in securities or obligations which are Permitted Investments. The investment of moneys shall, however, be subject to the covenants and provisions of the Sections hereof titled “Federal Tax Covenants” and “Reserve Account”. Subject to such covenants and provisions, all investment earnings shall be credited to the respective accounts in which such earnings have been generated.

Section 10. Application of Bond Proceeds. Upon payment to the Town of the purchase price of the Bonds in accordance with the Bond Purchase Agreement, the Bonds shall be delivered to, or as directed by, the Underwriter and the proceeds received by the Town from the sale of the Bonds shall be applied as a supplemental appropriation by the Town for payment of the costs of issuance of the Bonds (including the payment of the premiums due in connection with the issuance

of the Bond Insurance Policy and the Reserve Surety Bond) and thereafter for deposit to the Reserve Account, the amount, if any, necessary to fund the Reserve Account in the amount of the Required Reserve, with the balance for deposit to the Project Account. The moneys deposited into the Project Account shall be used to pay the costs of the Improvement Project. Upon completion of the Improvement Project, the balance of moneys in the Project Account, if any, shall be transferred to the Bond Account.

Section 11. Deposit of Gross Revenues. The Town shall deposit to the Sanitary Sewer Fund all Gross Revenue immediately upon receipt. The Town shall pay from the Sanitary Sewer Fund all Operation and Maintenance Expenses as they become due and payable. After such payments, the Town shall apply the Net Revenues in the following order of priority:

FIRST, to the credit of the Bond Account, the amounts required by the Section hereof titled "Bond Account", and to the credit of any other account established for the payment of the principal of, premium if any, and interest on Parity Lien Obligations, the amounts required by the instruments authorizing or controlling the payment of such Parity Lien Obligations;

SECOND, to the credit of the Reserve Account, the amounts required by the Section hereof entitled "Reserve Account" and any similar reserve account established to prevent a default in the timely payment of Parity Lien Obligations;

THIRD, to the payment and reimbursement of all amounts due in connection with the Reserve Surety Bond and any similar surety or reserve account contract for Parity Lien Obligations;

FOURTH, to the credit of any other fund or account hereafter established for the payment of the principal of, premium, if any, and interest on subordinate lien obligations, including any sinking fund, reserve fund, or similar fund or account established therefor, the amounts required by the ordinance or other enactment authorizing issuance of the subordinate lien obligations; and

FIFTH, to the credit of any other fund or account as may be designated by the Town, to be used for any lawful purpose, any moneys remaining in the Sanitary Sewer Fund after the payments and accumulations set forth in First through Fourth above.

Section 12. Bond Account.

(a) ***Use of Moneys in Bond Account.*** Moneys deposited in the Bond Account shall be used solely for the purpose of paying the principal of, premium, if any, and interest on the Bonds.

(b) ***Deposits to Bond Account.*** On or before the last day of each month, commencing in the month next succeeding the date of issuance of the Bonds, the Town shall credit to the Bond Account from the Net Revenues, an amount equal to the Pro Rata Portion of the interest and principal to come due on the Bonds on the next succeeding Interest Payment Date and Principal Payment Date, respectively. All deposits to the Bond Account shall first be allocated to the payment of interest to come due on the Bonds.

Section 13. Reserve Account.

(a) ***Use of Money in Reserve Account.*** Moneys in the Reserve Account shall be used, if necessary, only to prevent a default in the payment of the principal of, premium if any, or interest on the Bonds, and the Reserve Account is hereby pledged to the payment of the Bonds. In the event the amounts credited to the Bond Account are insufficient to pay the principal of, premium if any, or interest on Bonds when due, the Town shall transfer from the Reserve Account to the Bond Account an amount which, when combined with moneys therein, will be sufficient to make such payments when due.

(b) ***Maintenance of Reserve Account.*** The Reserve Account shall be maintained in the amount of the Required Reserve. If at any time the amount of the Reserve Account is less than the Required Reserve, the Town shall deposit to the Reserve Account from Net Revenues, amounts sufficient to bring the amount credited to the Reserve Account to the Required Reserve. Such deposits shall be made as soon as possible after such use, but in accordance with and subject to the limitations of the Section hereof entitled "Deposit of Gross Revenues."

(c) ***Permitted Investments and Reserve Surety Bond.*** The Required Reserve shall be funded and maintained by any one of or any combination of cash, Permitted Investments, or a Reserve Surety Bond; provided any cash or Permitted Investments shall be transferred from the Reserve Account to the Bond Account prior to any demand being made on the Reserve Surety Bond. A Reserve Surety Bond shall satisfy the Required Reserve Amount by the amount payable to the Town pursuant to the Reserve Surety Bond. Investments purchased with funds credited to the Reserve Account shall be subject to any further limitations required by the Bond Insurer. So long as the amount of the Reserve Account is equal to the Required Reserve, all interest income from the investment or reinvestment of moneys credited to the Reserve Account shall be credited to the Bond Account; provided that if the amount of the Reserve Account is less than the Required Reserve, then such interest income shall be credited to the Reserve Account.

Section 14. Pledge and Lien for Payment of Bonds.

(a) ***Pledge of Revenues.*** The Town hereby pledges for the payment of the principal of, premium, if any, and interest on the Bonds at any time outstanding, and grants an irrevocable and first lien for such purpose on Net Revenues and on all moneys on deposit in the Reserve Account; provided however, the first lien on Net Revenues is not exclusive if Parity Lien Obligations are issued. These pledges shall be valid and binding from and after the date of the first delivery of the Bonds, and the moneys, as received by the Town and hereby pledged, shall immediately be subject to the lien of the respective pledges without any physical delivery thereof, any filing, or further act.

(b) ***Superior Liens Prohibited.*** With the exception of any superior liens in existence as of the date hereof, the Town shall not pledge or create any other lien on the revenues and moneys pledged pursuant to the preceding paragraph (a) of this Section hereof that is superior to the pledge thereof or lien thereon pursuant to such paragraph.

(c) ***Subordinate Liens Permitted.*** Nothing herein shall prohibit the Town from issuing subordinate lien obligations and pledging or creating a lien on the revenues and moneys pledged and the lien created pursuant paragraph (a) of this Section that is subordinate to the pledge thereof or lien thereon pursuant to paragraph (a) of this Section; provided that no Event of Default shall have occurred and be continuing.

(d) ***No Prohibition on Additional Security.*** Nothing herein shall prohibit the Town from applying any legally available revenues that are not Net Revenues to the payment of the Bonds (and thereby subjecting the moneys so deposited to the pledge made and lien granted in paragraph (a) of this Section).

(e) ***Bonds Are Special, Limited Obligations of the Town.*** The Owners may not look to any general or other fund of the Town for the payment of the principal of or interest on the Bonds, except the funds and accounts pledged thereto by this Ordinance, and the Bonds shall not constitute a debt or an indebtedness of the Town within the meaning of any constitutional or Charter limitation, nor shall they be considered or held to be general obligations of the Town.

Section 15. Parity Lien Obligations. The Town shall not issue Parity Lien Obligations having a lien which is on a parity with the lien of the Bonds set forth in paragraph (a) of the Section hereof titled “Pledge and Lien for Payment of Bonds” unless all of the following conditions are satisfied:

(a) ***Parity Lien Test.*** The Mayor or other Town official or employee designated in writing by the Mayor certifies in writing that either:

(i) the proceeds of the proposed Parity Lien Obligations will be used to refund the Bonds, or other Parity Lien Obligations, and the maximum annual principal of and interest due on the proposed Parity Lien Obligations is not greater than the maximum annual principal of and interest due on the Bonds, or other outstanding Parity Lien Obligations, that will be refunded; or

(ii) the Net Revenues for any 12 consecutive months in the 18 months immediately preceding the month in which such certification is delivered (referred to in this clause as the “test period”) have been equal to at least 110% of the sum of the Combined Maximum Annual Principal and Interest Requirements on the Bonds and any outstanding Parity Lien Obligations, and the proposed Parity Lien Obligations during each calendar year following the date of issuance of the proposed Parity Lien Obligations; provided that in calculating the Net Revenues during the test period, the Town may add an amount by which the Town reasonably estimates the Net Revenues would have been increased during the test period from any increase in rates, fees, and charges for services furnished by or the use of the System during or since said test period, the effect of which is to estimate a sum which would have been realized had the increase been in effect during the entire test period.

(b) **No Event of Default.** The Mayor (or other Town official or employee designated in writing by the Mayor) certifies in writing that no Event of Default has occurred and is continuing and that the Town is current in the accumulation of all amounts required to be then accumulated in the Bond Account and the Reserve Account, as required by this Ordinance

(c) **Refunding Obligations.** Notwithstanding the foregoing, the Town may issue refunding obligations payable out of, or secured by a lien on, the Net Revenues without compliance with the requirements stated above, provided that the debt service payments on such refunding obligations do not exceed the debt service payments on the refunded obligations during any calendar year.

Section 16. Additional General Covenants. In addition to the other covenants of the Town contained herein, the Town hereby further covenants for the benefit of Owners of the Bonds that:

(a) **Maintenance of Water Activity Rates and Coverage.** The Town hereby covenants that it will establish, maintain, enforce, and collect rates, fees, and charges for services furnished by or the use of the System to create Gross Revenue each Fiscal Year sufficient to pay Operation and Maintenance Expenses and to create Net Revenues in an amount: (a) equal to not less than 110% of the amount necessary to pay when due the principal of and interest on the Bonds and any Parity Lien Obligations coming due during such Fiscal Year; (b) sufficient to make up any deficiencies in the Reserve Account; and (c) sufficient to make any required reimbursement due in connection with the Reserve Surety Bond. In the event that the Gross Revenue at any time is not sufficient to make such payments, the Town shall promptly increase such rates, fees, and charges to an extent which will ensure the payments and accumulations required by this Ordinance.

(b) **Efficient Operations.** The Town will continue to operate and manage the System in an efficient and economical manner in accordance with all applicable laws, rules and regulations, and keep and maintain separate accounts of the receipts and expenses thereof in such manner that the Net Revenues may at all times be readily and accurately determined.

(c) **No Free Service.** Upon the occurrence of an Event of Default and for so long as the Event of Default is continuing, the Town will furnish no free service from the System, and if the Town shall use the facilities of the System for its own purposes, it shall pay monthly a fair and reasonable amount for such service. In no event shall the Town be required to meter its use nor shall the Town be required to pay a greater amount than would be charged a private consumer for the same amount of service. The Town shall include in its annual appropriation and budget amounts sufficient to pay for all service so used.

(d) **Sale or Alienation of Property.** The Town will not sell or alienate any of the property constituting any part or all of the System in any manner or to any extent as might reduce the security provided for the payment of the Bonds, but the Town may sell any portion of such property which shall have been replaced by other similar property of at least equal value, or which shall cease to be necessary for the efficient operations;

provided however, that the proceeds of any such sale of System property shall be included as part of the Gross Revenue.

(e) **Billing and Enforcement.** The Town will promptly render bills for services furnished by or the use of the System, shall use all legal means to assure prompt payment thereof, shall take such action as may be necessary to make delinquent rates, fees, and charges of the System a lien upon the real property served, and to the extent permitted by law, shall discontinue service to any user who becomes delinquent in the payment of such charges until the delinquency and all interest, costs, and expenses incident thereto have been paid in full; provided however, as long as the Town is compliance with paragraph (a) of this Section regarding maintenance of the required coverage level and no Event of Default has occurred and is continuing, in the event of unforeseen circumstances such as the widespread occurrence of an infectious disease, the Council shall have the ability to temporarily defer or waive the payment of delinquent rates, fees and charges, or the pursuit of actions customarily taken in connection with bills for services furnished by or the use of the System.

(f) **Audits.** At least once a year in the time and manner provided by law, the Town will cause an audit to be performed of the records relating to the revenues and expenditures of the System. Such audit may be made part of and included within the general audit of the Town, and made at the same time as the general audit. In addition, at least once a year in the time and manner provided by law, the Town will cause a budget to be prepared and adopted. Copies of the budget and the audit will be filed and recorded in the places, time, and manner provided by law.

(g) **Insurance.** The Town will carry fire and extended coverage, workers' compensation, public liability, and such other forms of insurance on insurable System property as would ordinarily be carried by utilities having similar properties of equal value, such insurance being in such amounts as will protect the System and its operations. In the event of any loss or damage to the System, or in the event part or all of the System is taken by the exercise of a power of eminent domain, the insurance proceeds or the condemnation award shall be used for restoring, replacing or repairing the property lost, damaged or taken, and the remainder thereof, if any, shall be considered as Gross Revenue; provided however, that if the Council determines that the operation of the System and the security for the Bonds will not be adversely affected thereby, the Town Council may determine not to restore, replace or repair the property lost, damaged or taken and all of the insurance proceeds or condemnation award shall be considered as Gross Revenue.

(h) **Enterprise Status.** The Town has and will continue to maintain the System as an "enterprise" within the meaning Article X, Section 20 of the Colorado Constitution; provided, however, after the current calendar year the Town may disqualify the System as an "enterprise" in any year in which said disqualification does not materially, adversely affect the enforceability of the covenants made pursuant to this Ordinance with respect to the Bonds. In the event that the System is disqualified as an enterprise and the enforceability of the covenants made pursuant to this Ordinance are materially, adversely affected, the Town covenants to (i) immediately take all actions necessary to qualify

System as an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution; and (ii) permit the enforcement of the covenants made herein.

(i) **Book-Entry Registration.** The DTC Blanket Letter of Representations previously entered into with DTC shall govern the book-entry registration system for the Bonds.

Section 17. Federal Tax Covenants. For purposes of ensuring that the interest on the Bonds is and remains excluded from gross income for federal income tax purposes, the Town hereby covenants that:

(a) **Prohibited Actions.** The Town will not use or permit the use of any proceeds of the Bonds or any other funds of the Town from whatever source derived, directly or indirectly, to acquire any securities or obligations and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code, or would otherwise cause the interest on any Bond to be includible in gross income for federal income tax purposes.

(b) **Affirmative Actions.** The Town will at all times do and perform all acts permitted by law that are necessary in order to assure that interest paid by the Town on the Bonds shall not be includible in gross income for federal income tax purposes under the Code or any other valid provision of law. In particular, but without limitation, the Town represents, warrants and covenants to comply with the following rules unless it receives an opinion of Bond Counsel stating that such compliance is not necessary: (i) gross proceeds of the Bonds will not be used in a manner that will cause the Bonds to be considered “private activity bonds” within the meaning of the Code, (ii) the Bonds are not and will not become directly or indirectly “federally guaranteed,” and (iii) the Town will timely file Internal Revenue Form 8038G which shall contain the information required to be filed pursuant to Section 149(e) of the Code.

(c) **Tax Letter of Instructions.** The Town will comply with the Tax Letter of Instructions delivered to it on the date of issuance of the Bonds, including but not limited by the provisions of the Tax Letter of Instructions regarding the application and investment of Bond proceeds, the calculations, the deposits, the disbursements, the investments and the retention of records described in the Tax Letter of Instructions; provided that, in the event the Tax Letter of Instructions are superseded or amended by new Tax Letter of Instructions drafted by, and accompanied by an opinion of, Bond Counsel stating that the use of the new Tax Letter of Instructions will not cause the interest on the Bonds to become includible in gross income for federal income tax purposes, the Town will thereafter comply with the new Tax Letter of Instructions.

Section 18. Defeasance. Any Bond shall not be deemed to be outstanding hereunder if it shall have been paid and cancelled or if cash or Federal Securities shall have been deposited in trust for the payment thereof (whether upon or prior to the maturity of such Bond, but if such Bond is to be paid prior to maturity, the Town shall have given the Paying Agent irrevocable directions to give notice of redemption as required by this Ordinance, or such notice shall have been given in accordance with this Ordinance). In computing the amount of the deposit described above, the

Town may include interest to be earned on the Federal Securities. If less than all the Bonds are to be defeased pursuant to this Section, the Town, in its sole discretion, may select which of the Bonds shall be defeased.

Notwithstanding anything herein to the contrary, in the event that the principal and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Town, and all covenants, agreements and other obligations of the Town to the Owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners.

Section 19. Events of Default. With respect to the Bonds, each of the following events constitutes an Event of Default:

(a) ***Nonpayment of Principal or Interest.*** The failure to make any payment of principal of, premium, if any, or interest on the Bonds when due hereunder;

(b) ***Material Covenant Breach.*** A breach by the Town of any material covenant set forth herein relating to the Bonds or failure by the Town to perform any material duty imposed on it hereunder and continuation of such breach or failure for a period of 60 days after receipt by the Town Attorney of the Town of written notice thereof from the Paying Agent or from the Owners of at least 10% in principal amount of the outstanding Bonds;

(c) ***Cross Defaults.*** The occurrence and continuance of an “event of default,” as defined in any Ordinance providing for the issuance of Parity Lien Obligations; or

(d) ***Appointment of Receiver.*** An order or decree is entered by a court of competent jurisdiction appointing a receiver for all or any portion of the revenues and moneys pledged for the payment of the Bonds pursuant hereto is entered with the consent or acquiescence of the Town or is entered without the consent or acquiescence of the Town but is not vacated, discharged or stayed within thirty days after it is entered.

Section 20. Remedies for Events of Default.

(a) ***Remedies.*** Upon the occurrence and continuance of any Event of Default, the Owners of not less than 25% in principal amount of the applicable Bonds then outstanding for which the Event of Default has occurred, may proceed against the Town to protect and to enforce the rights of any Owner of the applicable Bonds under this Ordinance by mandamus, injunction or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction: (i) for the payment of interest on any installment of principal of any Bond that was not paid when due at the interest rate borne by such bond; (ii) for the appointment of a receiver or an operating trustee; (iii) for the specific performance of any covenant contained herein; (iv) to enjoin any act that may be unlawful or in violation of any right of any Owner of any Bond; (v) to require the Town to act as if it were the trustee of an express trust; (vi) for any other proper legal or equitable remedy as such Owner may deem most effectual to protect their rights; or (vii) any combination of such remedies or as otherwise may be authorized by any statute or other provision of law;

provided, however, that acceleration of any amount not yet due on the Bonds according to their terms shall not be an available remedy. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the applicable Bonds then outstanding. Any receiver or operating trustee appointed in any proceedings to protect the rights of Owners of Bonds hereunder may collect, receive and apply all revenues and moneys pledged for the payment of the Bonds pursuant hereto arising after the appointment of such receiver or operating trustee in the same manner as the Town itself might do.

(b) ***Failure To Pursue Remedies Not a Release; Rights Cumulative.*** The failure of any Owner of any Bond then outstanding to proceed in any manner herein provided shall not relieve the Town of any liability for failure to perform or carry out its duties hereunder. Each right or privilege of any such Owner or trustee therefor is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof. Each Owner of any Bond shall be entitled to all of the privileges, rights and remedies provided or permitted in this Ordinance and as otherwise provided or permitted by law or in equity. Nothing herein affects or impairs the right of any Owner of any Bond to enforce the payment of the debt service due in connection with his or her Bond or the obligation of the Town to pay the debt service of each Bond to the Owner thereof at the time and the place specified herein.

(c) ***Obligations of Town and Paying Agent in Connection With Events of Default.*** Upon the occurrence and continuation of any of Events of Default: (i) the Town shall take all proper acts to protect and preserve the security for the payment of the Bonds and to insure the payment of debt service on the Bonds promptly when due; and (ii) the Town and the Paying Agent shall give the Owners of the Bonds then outstanding notice by first-class mail or by electronic means to DTC or its successors of (A) any default in the payment of, premium, if any, or interest on the Bonds immediately after discovery thereof; and (B) any other Event of Default within 30 days after discovery thereof. During the continuation of any Event of Default, except to the extent it may be unlawful to do so, all revenues and moneys pledged for the payment of the Bonds pursuant hereto shall be held for and applied to the debt service on all Bonds on an equitable and prorated basis. If the Town fails or refuses to proceed as provided in this paragraph, the Owners of not less than 25% in principal amount of the Bonds then outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Bonds as provided in this paragraph; and to that end any such rights of Owners of Bonds then outstanding shall be subrogated to all rights of the Town under any agreement or contract involving the revenues and moneys pledged for the payment of the Bonds pursuant hereto that was entered into prior to the effective date of this Ordinance or thereafter while any of the Bonds are outstanding. Nothing herein requires the Town to proceed as provided in this paragraph if it determines in good faith and without any abuse of its discretion that such action is likely to affect materially and prejudicially the Owners of the Bonds then outstanding.

(d) ***Bond Insurer.*** To the extent that this Ordinance confers upon or gives or grants to the Bond Insurer any right, remedy or claim under or by reason of this Ordinance,

the Bond Insurer is hereby explicitly recognized as being a third party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder. Upon the occurrence and continuance of an Event of Default, so long as it is not in default of its obligations under the Bond Insurance Policy, the Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners under this Ordinance and pursuant to State law.

Section 21. Bond Insurance. Upon the recommendation of the Underwriter based upon market conditions and the rating on the Bonds, one or more bond insurers may be requested to submit bids to issue the Bond Insurance Policy. In the event that the Sale Delegate determines, based upon information provided by the Underwriter, that the lowest acceptable premium bid for issuance of the Bond Insurance Policy is less than the interest cost savings to be realized by the Town as a result of the issuance of the Bond Insurance Policy, the Sale Delegate may accept the Commitment issued by the lowest acceptable bidder and the Bonds shall be issued insured by the Bond Insurance Policy issued by such lowest acceptable bidder, who may be deemed to be the Bond Insurer hereunder. In the event the Sale Delegate determines, based upon information provided by the Underwriter that the lowest acceptable premium bid for the Bond Insurance Policy is more than the interest cost savings to be realized by the Town as a result of the issuance of the Bond Insurance Policy, the Bonds shall be issued without bond insurance. If the Bonds are issued insured by the Bond Insurance Policy, the officers and employees of the Town are hereby authorized and directed to take all actions necessary to cause the Bond Insurer selected to issue the Bond Insurance Policy in accordance with the Commitment, including without limitation, payment of the premium due in connection therewith and entering into any authorizing agreements. For purposes of this Section, the term “lowest acceptable premium bid” means the lowest bid submitted which is not conditioned upon the Town’s compliance with conditions deemed unacceptable by the Sale Delegate, and the term “lowest acceptable bidder” means the bidder submitting the lowest acceptable premium bid.

Section 22. Amendment of Ordinance.

(a) ***Amendments Permitted Without Notice to or Consent of Owners.*** The Town may, without the consent of or notice to the Owners of the Bonds, adopt one or more ordinances amending or supplementing this Ordinance, which ordinances shall thereafter become a part hereof, for any one or more or all of the following purposes:

- (i) to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision of this Ordinance;
- (ii) to subject to this Ordinance additional revenues, properties or collateral;
- (iii) to facilitate the designation of a substitute securities depository or to terminate the book-entry registration system for the Bonds;
- (iv) to facilitate the issuance of Parity Lien Obligations; and
- (v) to make any other change that does not materially adversely affect the Owners of the Bonds.

(b) ***Amendments Requiring Notice to and Consent of Owners.*** Except for amendments permitted by paragraph (a) of this Section, this Ordinance may only be amended (i) by an ordinance of the Town amending or supplementing this Ordinance (which, after the consents required therefor, shall become a part hereof); and (ii) with the written consent of the Owners of at least 66-2/3% in aggregate principal amount of the Bonds then outstanding; provided that any amendment that makes any of the following changes with respect to any Bond shall not be effective without the written consent of the Owner of such bond: (A) a change in the maturity of such bond; (B) a reduction of the interest rate on such bond; (C) a change in the terms of redemption of such bond; (D) a delay in the payment of principal of, premium, if any, or interest on such bond; (E) the creation of any pledge of or lien upon any revenues or moneys pledged for the payment of such bond hereunder that is superior to the pledge and lien for the payment of such bond hereunder; (F) a relaxation of the conditions to the issuance of Parity Lien Obligations or to the creation of any pledge of or lien upon any revenues or moneys pledged for the payment of such bond hereunder that is equal to or on a parity with the pledge and lien for the payment of such bond hereunder; (G) a reduction of the principal amount or percentage of Bonds whose consent is required for an amendment to this Ordinance; or (H) the establishment of a priority or preference for the payment of any amount due with respect to any other Bond over such bond.

(c) ***Bond Insurance.*** Notwithstanding the foregoing, the Bond Insurer's consent shall be required in addition to the consent of Owners, when required, for the following purposes: (i) execution and delivery of any supplemental Ordinance or any amendment, supplement or change to or modification of this Ordinance; (ii) removal of the Paying Agent and selection and appointment of a successor; and (iii) initiation or approval of any action not described in (i) or (ii) above which requires the consent of Owners.

(d) ***Procedure for Notifying and Obtaining Consent of Owners.*** Whenever the consent of an Owner or Owners of Bonds is required under the preceding paragraph (b) of this Section, the Town shall mail a notice to such Owner or Owners at their addresses as set forth in the registration books maintained by the Paying Agent or by electronic means to DTC or its successors and to the Underwriter, which notice shall briefly describe the proposed amendment and state that a copy of the amendment is on file in the office of the Town Clerk for inspection. Any consent of any Owner of any Bond obtained with respect to an amendment shall be in writing and shall be final and not subject to withdrawal, rescission or modification for a period of sixty days after it is delivered to the Town unless another time period is stated for such purpose in the notice mailed pursuant to this paragraph.

Section 23. Findings and Determinations; Limitation of Actions. The Council hereby finds, determines and declares that it is in the best interest of the Town and its residents that the Bonds be authorized, sold, issued and delivered at the time, in the manner and for the purposes provided herein. The Council elects to apply all of the provisions of the Supplemental Public Securities Act. In accordance with Section 11-57-212, C.R.S., no legal or equitable action can be brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of the Bonds more than thirty days after the authorization of such securities.

Section 24. Appointment and Duties of Paying Agent. The Paying Agent is hereby appointed as paying agent, registrar and authenticating agent for the Bonds unless and until the Town removes it as such and appoints a successor Paying Agent, in which event such successor shall automatically succeed to the duties of the Paying Agent hereunder and its predecessor shall immediately turn over all its records regarding the Bonds to such successor. The Paying Agent, by accepting its duties as such, agrees to perform all duties and to take all actions assigned to it hereunder in accordance with the terms hereof. The appointment and acceptance of the duties of Paying Agent hereunder may be affected through the execution of an agreement between the Town and the Paying Agent.

Section 25. Approval of Miscellaneous Documents. The Mayor, the Town Clerk, the Sale Delegate and all other officers of the Town are hereby authorized and directed to execute all documents and certificates necessary or desirable to effectuate the issuance of the Bonds and the transactions contemplated hereby including, but not limited to, the execution of the Bond Purchase Agreement, the Paying Agent and Registrar Agreement, the Commitment, the and the Continuing Disclosure Undertaking in substantially the forms presented to this meeting of the Council, as well as the Commitment, the standard form of repayment agreement required by the Bond Insurer in connection with the issuance of the Reserve Surety Bond and such certificates and affidavits as may be reasonably required in connection with the issuance of the Bonds. The execution by any member of the Council of any document authorized herein shall be conclusive proof of the approval by the Town of the terms thereof.

Section 26. Official Statement. The Preliminary Official Statement is hereby authorized and approved. The Preliminary Official Statement is hereby deemed by the Council to be final as of its date within the meaning of Rule 15c2-12(b)(1) of the U.S. Securities and Exchange Commission. The Council hereby authorizes the preparation and distribution of a final Official Statement in conjunction with an offer of the Bonds to the public. The Official Statement shall contain such corrections and additional or updated information so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The Mayor is hereby authorized to execute copies of the Preliminary Official Statement and the Official Statement on behalf of the Town.

Section 27. Ratification of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council or by the officers and employees of the Town directed toward the issuance of the Bonds for the purposes herein set forth are hereby ratified, approved and confirmed.

Section 28. Events Occurring on Days That Are Not Business Days. Except as otherwise specifically provided herein with respect to a particular payment, event or action, if any payment to be made hereunder or any event or action to occur hereunder which, but for this section, is to be made or is to occur on a day that is not a Business Day shall instead be made or occur on the next succeeding day that is a Business Day.

Section 29. Headings. The headings to the various sections and paragraphs to this Ordinance have been inserted solely for the convenience of the reader, are not a part of this Ordinance, and shall not be used in any manner to interpret this Ordinance.

Section 30. Ordinance Irrepealable. After any of the Bonds have been issued, this Ordinance shall constitute a contract between the Owners and the Town, and shall be and remain irrepealable until the Bonds and the interest accruing thereon shall have been fully paid, satisfied, and discharged, as herein provided.

Section 31. Severability. It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 32. Repealer. All orders, bylaws, ordinances, and resolutions of the Town, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

Section 33. Publication, Effective Date; Recording. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Charter and the adoption, posting and publican shall be authenticated by the signature of the Mayor and the Town Clerk by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Charter. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado this 7th day of July, 2021.

ATTEST:

TOWN OF JOHNSTOWN

Diana Seele, Town Clerk

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 _____, 2021.

ATTEST:

TOWN OF JOHNSTOWN

Diana Seele, Town Clerk

Gary Lebsack, Mayor

APPENDIX A**FORM OF THE BOND****UNITED STATES OF AMERICA
STATE OF COLORADO**

No. R-_____

\$_____

**TOWN OF JOHNSTOWN, COLORADO
ACTING BY AND THROUGH ITS SANITARY SEWER UTILITY ENTERPRISE
WASTEWATER REVENUE BOND
SERIES 2021****Interest Rate:****Maturity Date:****Dated Date:****CUSIP:**

%

_____, 2021

REGISTERED OWNER: Cede & Co.

Tax Identification Number: 13-2555119

PRINCIPAL SUM: _____ DOLLARS

TOWN OF JOHNSTOWN, COLORADO, in the State of Colorado, a duly organized and validly existing Town and political subdivision of the State of Colorado, acting by and through its Sanitary Sewer Utility Enterprise (the "Town"), for value received, hereby promises to pay to the order of the registered owner named above or registered assigns, solely from the special funds as hereinafter set forth, on the maturity date stated above, the principal sum stated above, in lawful money of the United States of America, with interest thereon from the Dated Date stated above, at the interest rate per annum stated above, payable on June 1 and December 1 of each year, commencing December 1, 2021, the final installment of the principal of and interest on this bond being payable to the registered owner hereof upon presentation and surrender of this bond at UMB Bank, n.a., as Paying Agent (the "Paying Agent"), at such location as identified by the Paying Agent. Prior to the final installment of principal and interest on this bond, this bond is payable by check or draft of the Paying Agent mailed on the Principal Payment Date or the Interest Payment Date to the Owner thereof as of the Record Date to the registered owner hereof as of the close of business on the fifteenth day of the month (whether or not such day is a Business Day) preceding the interest payment date.

This bond is one of an issue of bonds of the Town designated Wastewater Revenue Bonds, Series 2021, issued in the principal amount of \$_____ (the "Bonds"). The Bonds are being issued by the Town for the purpose of financing certain sanitary sewer improvements, pursuant to and in full conformity with the Constitution and laws of the State of Colorado and an ordinance (the "Ordinance") duly adopted by the Town prior to the issuance hereof.

[The redemption provisions provided in the Ordinance shall be set forth in this place.]

The Paying Agent shall maintain registration books in which the ownership, transfer and exchange of the Bonds shall be recorded. The person in whose name this bond shall be registered on such registration books shall be deemed to be the absolute owner hereof for all purposes, whether or not payment on this bond shall be overdue, and neither the Town nor the Paying Agent shall be affected by any notice or other information to the contrary. This bond may be transferred or exchanged, at the principal operations office of the Paying Agent or at such other location as identified by the Paying Agent, for a like aggregate principal amount of the Bonds of other authorized denominations of the same maturity and interest rate, upon payment by the transferee of a transfer fee, any tax or governmental charge required to be paid with respect to such transfer or exchange and any cost of printing bonds in connection therewith.

The Town pledges for the payment of the principal of, premium, if any, and interest on the Bonds at any time outstanding, and grants an irrevocable and first lien for such purpose on Net Revenues and on all moneys on deposit in the Reserve Account; provided however, the first lien on Net Revenues is not exclusive if Parity Lien Obligations are issued.

This bond is issued pursuant to and in accordance with the Constitution of the State of Colorado and all other laws of the State of Colorado thereunto enabling. Specifically, but not by way of limitation, this Bond is issued pursuant to the Charter, Title 37, Article 45.1, C.R.S. and Title 11, Article 57, Part 2, C.R.S. Such recital shall conclusively impart full compliance with all provisions and limitations of such laws, and this Bond issued containing such recital shall be incontestable for any cause whatsoever after its delivery for value. This bond, including the interest hereon, is payable solely from and secured solely by the special funds provided in the Ordinance and shall not constitute a debt or an indebtedness of the Town within the meaning of any constitutional or statutory limitation, nor shall this bond be considered or held to be a general obligation of the Town.

THE ORDINANCE CONSTITUTES THE CONTRACT BETWEEN THE REGISTERED OWNER OF THIS BOND AND THE TOWN. THIS BOND IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THE ORDINANCE, WHICH SUPERSEDES ANY INCONSISTENT STATEMENT IN THIS BOND.

The Town agrees with the owner of this bond and with each and every person who may become the owner hereof, that it will keep and perform all the covenants and agreements contained in the Ordinance.

The Ordinance may be amended or supplemented from time to time with or without the consent of the registered owners of the Bonds as provided in the Ordinance.

It is hereby certified that all conditions, acts and things required by the Constitution and laws of the State of Colorado, and the ordinances of the Town, to exist, to happen and to be performed, precedent to and in the issuance of this bond, exist, have happened and have been performed, and that the Bonds do not exceed any limitations prescribed by said Constitution or laws of the State of Colorado, or the ordinances of the Town.

This bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the Paying Agent shall have signed the certificate of authentication hereon.

IN WITNESS WHEREOF, Town of Johnstown, Colorado, acting by and through its Sanitary Sewer Utility Enterprise, has caused this bond to be signed in the name and on behalf of the Town with the manual or facsimile signature of the Mayor, to be sealed with the seal of the Town or a facsimile thereof and to be attested by the manual or facsimile signature of the Town Clerk.

TOWN OF JOHNSTOWN, COLORADO

By [Manual or Facsimile Signature]
Mayor

Attest:

By [Manual or Facsimile Signature]
Town Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within mentioned Ordinance.

Date of Authentication: _____.

UMB Bank, n.a., as Paying Agent

By _____
Authorized Representative

[STATEMENT OF INSURANCE]

[If the Sale Certificate provides for the purchase of a Bond Insurance Policy, the related Statement of Insurance required by the Commitment shall be set forth herein.]

CERTIFICATE OF TRANSFER

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Transfer Fee May Be Required

Town of Johnstown Comprehensive Financial Management Policies

December 2019

Table of Contents

Section

Introduction	1
Objectives	1
Budget Policies	2
Introduction	2
General Budget Policies	2
Budget Development Process.....	3
Contents of Proposed Budget	5
Budget Adjustment & Amendment Process	5
State of Colorado – Amendment 1	6
Revenue Policies	6
Specific Use of Services	6
Diversify Revenue	7
Taxes	7
Recapture Investment	7
Additional Resources	7
Enterprise Funds	7
Legal Requirements	7
Grant Revenues	7
Operating Policies.....	8
Current Revenues to Pay for Current Expenditures	8
Do Not Restrict Revenues	8
Reserves	8
Continual Improvement of Service Delivery	8
Cash Management	8
Fund Balances	8
Fixed Asset Inventories	8
Allocation of Overhead Costs	9
Internal Loans	9
Publication of Financial Information	9
Bank Accounts.....	9
Petty Cash	9
Surplus Property Disposal	9
Accounting, Auditing, & Financial Reporting Policies	9
Generally Accepted Accounting Principles	9
Basis of Accounting	9
Reporting Focus – Budget vs. GAAP	10
Simplified Fund Structure	10
Classification of Fund Balance	10
Accounting Internal Controls	11
Internal Audit	11
Monthly Financial Reporting	11
Excellence in Financial Reporting	11
Purchasing Policies	11
Governing Laws and Policies	12
Conflict of Interest	12

Personal Purchases.....	12
Payment Authorization	12
Purchase Orders	12
Purchasing Thresholds	12
Local Purchasing Preference	13
Bid Guidelines	13
Exclusive Service	15
Emergency Purchases	15
Exemptions from Public Bidding	15
Contract Authority	16
Town Issued Purchasing Cards	17
Capital Improvement Planning Policies.....	17
Capital Expenditures.....	18
Relationship of Long-Range Plans to the CIP Plan	18
Ten-year Capital Plan	18
Current Capital Budget	18
Include Future Maintenance	18
Types of Projects Included in the CIP Plan.....	18
Preserve Existing Capital Infrastructure	18
Capital Priority	19
Balance CIP Plan	19
Use of Debt in CIP	19
Finance Director Authority to Borrow	19
CIP Plan Update and Amendment	19
Formalization of Monetary Agreements	19
Applicable Project Charges	20
Investment Policy	20
Scope	20
Restriction of Authority	20
Objectives	20
Prudent Person Standard	20
Reporting Requirements	21
Internal Controls	21
Eligible Investments	21
Prohibited Investments	22
Collateral Requirements	23
Selection of Financial Institutions and Dealers	23
Portfolio Maturities and Volatility	23
Diversification	23
Risk Tolerance	23
Safekeeping and Custody	24
Defense of Staff and Payment of Judgements or Settlements Against Staff	24
Debt Policy	24
Use for Capital	24
Life of Debt	24
Debt Restrictions	24
Legal Debt Limits	24
Form of Debt	24
Annual Review	25
Bond Rating	25
Debt Refinancing	25

Grant Policy	25
Conflict of Interest	25
Roles and Responsibilities	26
Grant Planning	26
Grant Award and Resolution	26
Grant Implementation	27
File Management	27
File Structure	27
File Retention	27
Budget Modifications	27
Receipt of Funds	27
Procurement	28
Program Income.....	28
Reporting	28
Grant Oversight	28

Introduction

The Comprehensive Financial Management Policy for the Town of Johnstown assembles all of the Town's financial policies in one document. Financial policies are central to a strategic approach to financial management and are intended to serve as guidelines to achieve and maintain the Town's goals and objectives, both immediate and long-term. The individual policies contained herein are meant to serve as guidelines for both the financial planning and internal financial management of the Town.

The Town of Johnstown is an accountable to its citizens for the use of public dollars. Municipal resources must be wisely used to ensure adequate funding for the services, public facilities, and infrastructure necessary to meet the community's present and future needs. These policies are intended to provide not only an overview, but also guidance and structure for the various financial functions of the Town. These policies have been based on best practice and industry standard as recommended by the Government Finance Officers Association (GFOA).

The Town's Financial Policies shall be adopted by resolution of the Town Council. The policies shall be reviewed annually by management and any modifications made thereto must also be approved by resolution of the Town Council.

Objectives

In order to achieve its purpose, the Comprehensive Financial Management Policy has the following objectives for the Town's fiscal performance:

1. To guide Town Council and management policy decisions that have significant fiscal impact.
2. To set forth operating principles that minimize the cost of government and financial risk.
3. To employ balanced and fair revenue policies that provide adequate funding for desired programs.
4. To maintain appropriate financial capacity for present and future needs.
5. To promote sound financial management by providing accurate and timely information on the Town's financial condition.
6. To protect the Town's credit rating and provide for adequate resources to meet the provisions of the Town's debt obligations on all municipal debt.
7. To ensure the legal use of financial resources through an effective system of internal controls.
8. To promote cooperation and coordination with other governments and the private sector in the financing and delivery of services.

Budget Policies

Introduction

The formulation of the annual operating budget, including the publication of the budget document is one of the most important financial activities that the Town of Johnstown undertakes each year. The budget process provides a comprehensive plan to deliver efficient services to residents and stakeholders of the Town and translates into financial terms the programs and priorities of the Town. The guidelines in this policy adhere to the Colorado Constitution and State Statutes, the Town of Johnstown Home Rule Charter and reflect the recommended practices of the Government Finance Officers Association.

A. General Budget Policies

1. Fiscal Year. The fiscal year for the Town of Johnstown is the calendar year, January 1st through December 31st. The Town will adopt a budget annually in accordance with the provisions of the Local Government Budget Law of the State of Colorado.
2. Balanced Budget. The Town will adopt a structurally balanced budget, where recurring revenues equal or exceed recurring expenditures. The Town will avoid budgetary procedures that balance current expenditures at the expense of meeting future years' expenses, such as postponing maintenance and other expenditures, accruing future years' revenues, or rolling over to short term debt. The exceptions to this policy would be planned equipment purchases, operating maintenance and capital projects based on accumulated funding over the years.
3. Increase Efficiency. The Town staff will identify programs to increase efficiency in order to provide for long-term cost savings to the Town. This may include the use of technology, revised organizational structures, or other tools which may be identified. Eliminating outdated practices is encouraged.
4. Investment in the Town's future. The Town staff, whenever possible, will take a long-term view of the investments (people and resources) and emphasize quality operations which encourage productivity for today and the future.
5. Resource Sharing. The Town staff will explore ways to share staff, training resources and equipment/supplies in order to more effectively utilize resources.
6. Identify Funding for New Services or Service Levels. Proposals to add new services or increase existing services will be presented with revenue alternatives to fund or subsidize the new service levels. This includes initial costs and ongoing operations.
7. Asset Management Plan. The budget will provide for adequate maintenance and replacement for capital assets.

8. Employee Programs. The Town recognizes that employees are the most valuable asset of the organization and commits to fund this resource to the extent possible appropriately; including adequate funding for retirement systems, benefit packages, and training.

9. Overhead Allocations. The budget will include transfers or overhead allocations for expenditures/services that are provided by one fund that benefit another fund. The formula for calculating this transfer or allocation may include revenues, staff, supplies and services. The formula will be reviewed annually.

10. Fund Reserves. The Town will maintain adequate cash reserves in order to reduce the potential need for borrowing or service reductions during periods of economic downturn, natural catastrophe, or for other, one-time extraordinary expenditures. The GFOA recommends at a minimum, that general purpose governments maintain unrestricted fund balances in their general fund of no less than two months of regular operating revenues or expenditures. Annually, the Town will hold a minimum target of 41% (150 days) of General Fund revenues as a General Fund ending balance, commonly known as a reserve. The Town Council can increase the target reserve amount at any time.

11. Fund Level. The annual budget is adopted and appropriated by the Town Council on a fund level.

12. Budget Monitoring. The Finance Department will maintain a system for monitoring the Town's budget performance. This system will provide the Council with monthly reports that include resource collections, and expenditures on a fund level.

12. Community Grants. The Town of Johnstown may budget for and provide grants to qualified non-profit or community organizations that provide services within the Town and per Town policy. Grants rarely exceed \$500 per calendar year, per organization. Community grants will be allocated and approved by Council on a case by case basis.

13. Distinguished Budget Presentation. The Town will seek to obtain the Government Finance Officers Association Distinguished Budget Presentation Award for each annual budget. The budget will be presented in a way that clearly communicates the budget to the members of the public.

B. Budget Development Process

1. Council Goals as Direction. The Town budget will support the goals and policies of the Town Council, Town Council adopted long-range plans, and the service needs of the community. Staff is responsible to prepare an annual budget to implement and accomplish the goals identified.

2. Budget Schedule. The following are key procedural steps in the Town's budget development process.

- Each year in the spring, the Town Council has a goal setting meeting to identify Council initiatives.
- Beginning in June, departments are provided with their budget worksheets for the upcoming year. Departments are expected to update their current year existing budgets, including expenditure and revenue estimates, performance data and financial and program delivery outcomes as well as put

together their requests for the upcoming year based on the Council initiatives and organizational needs.

- c. Departmental budget requests are collected and reviewed by the Town Manager and the Finance Director during the month of July with individual meetings with the Departments following during the month of August.
- d. No later than October 15th of each year, the proposed annual budget for the ensuing fiscal year shall be submitted to the Town Council as required by Local Government Budget Law of the State of Colorado.
- e. Between late October and early December, the Council will meet in a series of budget sessions as requested by Council to review and discuss the preliminary budget.
- f. At least one public hearing is scheduled between the months of October and December. Citizens are able to comment on recommended programs and/or ideas for new programs at the public hearing(s).
- g. In early December the Town Council will adopt the budget by resolution and establish the budget appropriation for the upcoming year.
- h. The final budget is published and distributed before the end of the first quarter of the following year. Copies are made available to the public for a fee and are available on the Town's website.

3. Forecasting. Revenues, operating and capital expenditures, and debt service will be projected each year. Based on assumed circumstances, including various economic, service, and inflationary factors, the forecast will attempt to portray whether programs can be supported over the designated period. Generally, revenue estimates should be prepared on a conservative basis to minimize the possibility that economic fluctuations could imperil ongoing service programs during the budget year. Operating expenditure estimates should anticipate contingencies that are foreseeable.

4. Town Manager Review. The Town Manager will review the details of each proposed budget for efficiency and compliance with Council direction.

5. Budget Presentation. The annual budget document will be prepared based on guidelines identified by the Government Finance Officers Association (GFOA).

6. Public Hearings. Open public hearings are noticed and held during the fourth quarter of each year to provide residents with additional opportunities for input regarding the proposed budget.

7. Council Amendments. The Council can amend the proposed budget by adding and increasing programs or amounts and may delete or decrease programs or amounts except those expenditures required by law, for debt service or for estimated cash deficits. If Council amends the budget after the public hearing and prior to formal adoption of the annual budget, and the amendments increase the total expenditures, then an additional public hearing will be noticed and held prior to the adoption of the budget.

8. Legal Requirements. The Town will adopt the budget and levy property taxes in accordance with State and Municipal requirements. Adoption of the budget by Council shall constitute appropriations of the amounts specified therein for expenditure from the funds indicated.

9. General Priorities. Generally, the priority order of the budget are personnel, operations and maintenance, debt service, and capital outlays.

10. Public Record. Copies of the budget and capital program as adopted shall be public records and shall be available to the public.

C. Contents of Proposed Budget

1. Proposed Budget and Message. The Town Manager shall prepare a proposed budget and accompanying message. The proposed budget shall contain a general summary of its contents and, shall include comparative figures for revenues and expenditures for the current and prior fiscal year or years.

2. Revenues. An estimate of anticipated revenues classified by source.

3. Cash Available. An estimate of cash available, as of December 31 of the current fiscal year.

4. Expenditures. Proposed expenditures for the operation of the Town, by fund, by department, office and agency and the method of financing such expenditures.

5. Reserves and Contingencies. – Provisions for both.

6. Capital Expenditures. Proposed capital expenditures by fund, department, office and agency and the proposed method of financing such expenditures.

7. Net Income – Anticipated net surplus or deficit for each municipal utility system, municipal enterprise and the proposed method of its disposition.

8. Ad Valorem Tax. Estimate of the amount to be raised from an ad valorem tax levy.

9. Debt. A statement of the outstanding securities and other debt and payment obligations of the Town, showing the debt redemption and interest requirements, the debt authorized and outstanding and the condition of sinking funds, if any.

10. Other. Such other information as the Council may require.

D. Budget Adjustment & Amendment Processes

Under the provisions of the Town of Johnstown Home Rule Charter, the operating budget may be amended in the following ways:

1. Supplemental Appropriations – When excess revenues are recognized, the Town Council may by resolution make supplemental appropriations for the year not to exceed the amount of such excess, provided that such additional spending is not in conflict with the Colorado Constitution.

2. Emergency Appropriations – To meet a public emergency affecting life, health, property or the public good or peace, the Council may make emergency appropriations. To the extent that there are no available unappropriated revenues to meet such appropriations, the Council may authorize the issuance of emergency notes.

3. Reduction of Appropriations - If during the fiscal year it appears probable to the Town Manager that the revenues available will be insufficient to meet the amount appropriated, it shall be reported to the Council without delay, indicating the estimated amount of deficit, any remedial action taken and recommendations as to any other steps to be taken. The Council shall take such further action it deems necessary to prevent any deficit. For that purpose, it may, by resolution, reduce one or more appropriations. No appropriation for debt service may be reduced.

4. Transfer of Appropriations - The Town Council may, by resolution, authorize a maximum amount which the Town Manager may transfer from any unused balance of any general fund appropriation or portion thereof from one (1) department or other spending unit to another. Except as otherwise provided in this Charter, the transfer of monies from one (1) fund to another shall only be made by a resolution amending the budget as adopted. No appropriation for debt service may be transferred.

E. State of Colorado – Amendment 1

On November 3, 1992, the Citizens of the State of Colorado approved Amendment 1, also known as the Taxpayers Bill of Rights (TABOR). Amendment 1 specifically and significantly addresses the following issues: spending limitations, operating reserves and debt service.

On November 7, 2000, voters within the Town of Johnstown approved the collection, retention and expenditure of the full amount of town taxes, grants and all other revenue collected from all sources including property taxes, received in 1999 and each subsequent year, without regard to any revenue or expenditure limitations including those contained in Article X, Section 20 of the Colorado constitution or any other law.

The Town will be in compliance with the remaining requirements of Amendment 1, including election, debt, and reserve requirements.

Revenue Policies

The Town must be sensitive to the balance between the need for services and the Town's ability to raise fees, charges and taxes to support those services. As much as is possible and feasible, Town services that benefit specific users should be paid for by fees and charges to provide maximum flexibility in use of general taxes to meet the cost of broader public services.

1. Specific Use of Services. Charges for services that benefit specific users should recover full costs, including all direct costs, indirect costs, depreciation on capital and General Fund overhead. Departments

that impose fees or service charges should prepare and periodically update cost of service studies for each such service.

2. Diversify Revenue. The Town should strive to maintain a diversified mix of revenues in order to provide ongoing stability and predictability, even in times of economic downturn. The Town will review revenue raising proposals in light of its total revenue mix in order to encourage growth and keep the Town economically competitive.

3. Taxes. Taxes should be selected for balance, applicability and economic impact. The Council shall have the authority to adopt and levy, by ordinance, all taxes which are not prohibited for home rule municipalities by the Colorado Constitution, subject to any applicable limitations in that Constitution. Council shall comply with applicable voter approval requirements in the Colorado Constitution. The following factors will be considered when the Town's taxes are increased, decreased, extended or changed in any way:

- a. Stability of the tax source over its expected life.
- b. Suitability for a pledge against future debt if that is part of the Council's long-term intent for the revenue source.
- c. Apply the tax impact information for both residential and business taxpayers against a future vision of what the tax policy is intended to foster.

4. Recapture Investment. The overall revenue structure should be designed to recapture for the Town some of the financial benefits resulting from Town sponsored programs and community investments.

5. Additional Resources. The Town will observe the following priorities in obtaining additional resources:

- a. Use existing resources efficiently. The Town will use as efficiently as possible all existing resources.
- b. Collect existing revenues. The Town will collect as efficiently as possible the resources to which it is already entitled. The Town will follow an aggressive policy of collecting and minimizing receivables.
- c. Revenues are consistent with Town goals. The Town will seek new resources, consistent with the policies in this document and other Town goals.

5. Enterprise Funds. The Town will set fees, user charges and other revenues for each enterprise fund (Water, Sewer, Drainage) at a level that supports the total direct and indirect cost of the activity including operating costs, system expansion and maintenance. Indirect costs include the cost of annual replacement needs due to depreciation of capital assets.

6. Legal Requirements. The Town will maintain compliance with legal revenue restrictions as identified by voters, for special revenue funds, compliance with State Law, and other restricted revenues.

7. Grant Revenues. The Town will refrain from using grants to meet ongoing service delivery needs. In the Town's financial planning, grants will be treated in the same manner as all other temporary and uncertain resources and will not be used to fund ongoing, basic service needs. When pursuing or

applying for grants, the Town will consider and plan for the long-term implications including increased maintenance, operational costs and replacement costs that may be necessary.

Operating Policies

When the other Financial Policies fail to address a specific issue, general operating policies will be reviewed for direction. In some cases, these policies repeat what has already been stated in other areas, but that is only to emphasize the importance and value of that policy.

1. Current Revenues to Pay for Current Expenditures. Current operating revenues will meet or exceed current operating expenditures. Each Town fund budget must identify ongoing resources that at least match ongoing annual requirements. One-time cash transfers and ending balances in excess of reserves may be applied to reserves or to fund one-time expenditures. They will not be used to fund ongoing programs.
2. Do Not Restrict Revenues. The Town will not normally earmark discretionary revenues for specific purposes. This will preserve the ability of the Town Council to determine the best use of available revenues to meet changing service requirements to meet the needs of the community.
3. Reserves. The Town will maintain adequate cash reserves for emergencies, unforeseen needs of a non-recurring nature, operating maintenance, equipment replacement and capital projects. Annually, the Town will hold a minimum target of 41% of General Fund revenues as a General Fund ending balance, commonly known as a reserve.
4. Continual Improvement of Service Delivery. The Town will seek to optimize the efficiency and effectiveness of its services to reduce costs and improve service quality. This will include a review of all existing administrative procedures and software to eliminate exception-based procedures, special interest projects or programs that benefit less than the majority.
5. Cash Management. The Finance Department will develop, maintain, and constantly seek to improve cash management systems which ensure the accurate and timely accounting, investment, and security of all cash assets. During regular business days, all cash received by Town departments will be deposited with Finance within 24 hours of receipt.
6. Fund Balances. Accruals and non-cash enhancements to revenues will not be made as a means to influence fund balances at year-end or during budget discussions.
7. Fixed Asset Inventories. Accurate inventories of all physical assets (including infrastructure), their condition, life spans and cost will be maintained to ensure proper stewardship of public property. The Finance Director will establish policies and appropriate procedures to manage fixed assets, including establishing the threshold dollar amount for which fixed asset records are maintained and how often physical inventories will be taken.

8. Allocation of Overhead Costs. Overhead costs will be allocated to determine the full cost of providing services. Overhead costs will be allocated according to consistent methodology developed in consultation between the Finance Department and other operating departments.

9. Internal Loans. Interfund loans must be approved by Council and may be charged interest.

10. Publication of Financial Information. The Town will publish the list of bills on the Town's website within twenty (20) days of the adjournment of each regular or special meeting.

11. Bank Accounts. Bank accounts may only be opened or closed by the Finance Director, or the Town Manager. No other employee or department of the Town shall open a bank account in the Town's name.

12. Petty Cash. Petty cash can be obtained upon authorization of the Finance Department. A receipt must be submitted to the Finance Department immediately. Petty cash disbursements should not exceed \$50.00.

13. Surplus Property Disposal. As items are purchased with public funds, the Town Manager must declare items to be surplus prior to disposal and said disposal must follow the provisions herein.

- a. De Minimis Valued Items. Non-capital material and supply items that are normally used up during the normal course of business and have individual value less than \$250 are exempted from the formal surplus disposal process. These items can be thrown away, destroyed, donated or sold with approval from the Town Manager or Finance Director.
- b. Unusable Equipment. The disposal of capital equipment with a salvage value less than \$2,500 is exempted from the formal surplus disposal process. These items can be sold for salvage value without a declaration of surplus property, upon approval from the Town Manager or Finance Director.
- c. Auction or Sale of Property (Formal). When the current value is deemed to exceed \$2,500, it can be offered at public auction or written bid. The bid must be advertised at least 10 days prior to sale. If no bids are received or if a determination is made that the market value of the property exceeds the offer of the highest bidder, all bids may be rejected and the appropriate Department Head and Finance Department may negotiate a sale.

Accounting, Auditing & Financial Reporting Policies

The Town shall maintain a system of financial monitoring, control and reporting for all operations and funds in order to provide an effective means of ensuring that overall Town goals and objectives are met.

1. Generally Accepted Accounting Principles (GAAP). The Town will maintain its accounting records and report on its financial condition and results of operations in accordance with State and Federal law and regulations, including GAAP.

2. Basis of Accounting. The term "basis of accounting" refers to when revenues, expenses, expenditures and the related assets and liabilities are recognized in the accounts and reported in the financial

statements. Specifically, it relates to the timing of the measurements made. The following are the basis of accounting available for use by the Town:

- a. Cash Basis – transactions are recognized only when cash is received or disbursed.
- b. Accrual Basis – transactions are recognized when the economic event occurs, regardless of whether cash is paid or received. Proprietary funds, which include the enterprise funds, use the accrual basis of accounting.
- c. Modified Accrual Basis – expenditure transactions are recognized when incurred. Revenues are recognized when both measurable and available. Governmental funds, including the general, special revenue, debt service and capital projects use the modified accrual basis of accounting. “Available” in this case, means collectible in the current period or soon enough thereafter to be used to pay liabilities of the current period. For purposes of consistency, that time-frame shall be not more than sixty (60) days.

3. Reporting Focus – Budget vs. GAAP. This concept is used at the Town of Johnstown to refer to the way transactions are recorded and reported for compliance with Colorado Budget Law included in the Colorado Revised Statutes as opposed to financial statement presentation in conformance with Generally Accepted Accounting Principles. The Town’s monthly statement of revenues and expenditures are reported during the fiscal year on what is informally called a “budget basis.” The Town’s transactions are recorded throughout the year in accordance with the financial statement requirements as set forth within the Colorado Revised Statutes. By recording the transactions in general compliance with this law, the revenues and expenditures can be more easily monitored on a monthly basis to ensure compliance with the legal requirements as set forth within the Colorado Revised Statutes.

At the end of the fiscal year, adjustments are made to present the financial information in a format that is comparable to that used by other local government units around the country. The standards for this reporting are referred to as “Generally Accepted Accounting Principles” (or GAAP basis). The adjustments to convert the Town’s financial records from “budget basis” to “GAAP basis” are made to ensure that the Town’s financial statements are fairly and consistently presented in conformance with GAAP.

4. Simplified Fund Structure. The Town will minimize the number of funds, departments, programs and account codes. The funds will be categorized in accordance with generally accepted accounting principles (GAAP) for reporting purposes. The development of new funds will be approved by the Town Council. The development of new departments, programs and accounts will be approved by the Town Manager.

5. Classification of Fund Balance. The Town will classify governmental fund balances as follows:

- a. Non-spendable - Amounts that cannot be spent either because they are in non-spendable form (assets) or because they are legally or contractually required to be maintained intact.
- b. Restricted - Amounts that can be spent only for specific purposes because of constitutional provisions, enabling legislation, Town code or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws and regulations of other governments.
- c. Committed - Amounts that can be used only for specific purposes determined by a formal action of the Town Council. The Town Council is the highest level of decision-making authority for the

Town. Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the Town Council.

- d. Assigned - Amounts that do not meet the criteria to be classified as restricted or committed but that are intended to be used for specific purposes.
- e. Unassigned - All other spendable amounts.

6. Accounting Internal Controls. The Town will maintain an internal control structure that consists of three elements.

- a. Control Environment - Consisting of an “overall attitude and awareness of actions” as they influence the Town. The management and staff shall consider the financial implications of decisions, both current and long term.
- b. Accounting System - An effective accounting system will result in:
 - 1. Identification and recording of all valid transactions.
 - 2. Describe the transaction in sufficient detail to permit proper classification of the transaction for reporting purposes.
 - 3. Record the transaction in the correct time period.
 - 4. Proper presentation of all transactions and related disclosures in the financial statements.
- c. Control procedures - Consist of:
 - 1. Proper authorization of transactions and activities.
 - 2. Adequate segregation of duties.
 - 3. Adequate documents and records.
 - 4. Adequate safeguards regarding access and use of assets and records.
 - 5. Independent checks on performance.

7. Independent Audit. An independent firm of certified public accountants will annually perform a financial and compliance audit of the Town’s financial statements as required by state statute. Their opinions may be contained in the Town’s Comprehensive Annual Financial Report (CAFR) and the Report on Compliance with the Single Audit Act of 1984 (if required based on federal funding levels.) The audit shall be completed within six (6) months after the close of the fiscal year.

8. Monthly Financial Reporting. The Finance Department will prepare reports at the end of each month identifying the difference between actual and budget for revenues and expenditures by fund. These reports will be presented to the Town Manager and may be included in Council updates.

9. Excellence in Financial Reporting. As an additional independent confirmation of the quality of the Town’s financial reporting, the Town will annually seek to obtain the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting. The CAFR will be presented in a way designed to communicate with citizens about the financial affairs of the Town.

Purchasing Policies

The purpose of this section is to establish purchasing guidelines. These policies are applicable to all purchasing for the Town of Johnstown and are established to ensure that needed goods and services are obtained in a timely manner, at the lowest prices possible, consistent with acceptable quality standards.

Consistent with these objectives, a part of the Town's procurement activity is decentralized. In recognition of the cost of staff time and to reduce the cost of making small purchases, purchasing cards are issued to selected personnel as approved by the Finance Director. The purchasing card will be defined later in this manual.

Procedures which apply to purchases made directly by Town staff as well as the steps followed by the Finance Department are described below, along with the public purchasing law and ethical standards that shape the Town's purchasing activities.

1. Governing Laws and Policies. Procurements by the Town of Johnstown are governed by state law and these Purchasing Policies further establish requirements for the Town's purchasing activities.
2. Conflict of Interest. No employee or official of the Town shall participate in a transaction, contract, activity, or service of the Town which has a direct or predictable effect on their financial interests or the financial interests of an immediate family member.
3. Personal Purchases. It is prohibited for an employee or official to make purchases for personal purposes or to receive special pricing from a vendor using the Town's name, account or reputation.
4. Payment Authorization. All requests for payment must be approved by the Department Head or Town Manager. Employees can not authorize payments to themselves.
5. Purchase Orders. A purchase order is required for all purchases over \$50.00.
6. Purchasing Thresholds/Authority. Generally, the purchasing thresholds detailed below will be applicable (if there are grant funds involved, the thresholds may differ. Please refer to any grant requirements and proceed using the most restrictive standards.):
 - a. **Under \$2,500**. Small items in this category, used on a day to day basis, may be purchased with the approval of supervisory personnel without competitive bidding on each item. However, even on these items, periodic telephone inquiries should be made to be certain the purchases are secured from a local source at the lowest possible price for the quality needed. Items that are used on a day to day basis consist of office supplies and other items that routinely purchased. Department heads may authorize employees to purchase budgeted items.
 - b. **\$2,500 - \$49,999.99**. Purchases or contracts for services for the sum of \$2,500 to \$49,999.99 shall be secured on a competitive bid basis. This must be accomplished by securing at least three informal bids, requests for proposals or through the formal bid process utilizing advertisement and specifications; whichever is most advantageous to the Town.
 - c. **\$50,000 and higher**. Any item for services, projects, or equipment in this category shall be purchased through the formal bid process. Formal bids shall be secured by advertisement. Additionally, a random sample of vendors who qualify, or who have indicated an interest in

bidding, shall be forwarded a copy of the specifications, when possible to ensure the best competitive bids for the Town.

1. Appropriated Items up to \$100,000 – Construction contracts and purchases can be approved by the Town Manager.
2. Appropriated Items up to \$10,000 - Construction contracts can be approved by department head.
3. Non-Appropriated Items exceeding \$25,000 – Must go before the Town Council and be approved and if necessary, appropriated by resolution.

7. Local Purchasing Preference.

- a. If a local bidder is within five (5%) percent of the lowest bid from an out of town bidder on a construction or other formally bid project from \$0.00 - \$4,999.99, two (2%) percent on such project(s) from \$5,000.00 up to \$999,999.99, and within one percent on such project(s) from \$1,000,000.00 up to \$5,000,000.00, then the local bidder will be awarded the bid unless otherwise provided in this section.
- b. The local purchasing preference policy shall not apply in the following instances:
 1. When purchases and/or contracts are funded in whole or in part by federal funds;
 2. When purchases are more than \$5,000,000.00;
 3. When purchases are not required to be formally bid, such as sole source procurements, emergency procurements and any other such procurements as defined in the Town procurement policy or the Town emergency management policy;
 4. When professional services are procured through the issuance of requests for qualifications and/or requests for proposals, including design-build contracts; or,
 5. When such preference is in conflict with any applicable state or federal laws, rules or regulations.
- c. The local purchasing preference policy shall not apply to private construction projects financed with public assistance, including, but not limited to, tax increment financing, redevelopment projects and enterprise zone redevelopment.
- d. “Local” is defined as a business operating within the corporate limits of the Town of Johnstown, with the majority of its primary business operations, including, but not necessarily limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within the town limits. “Local” shall not include the following:
 1. Those businesses with only a local Johnstown post office box;
 2. Those businesses with a sales presence in the Town, but no physical business location within the Town limits.
- e. Home based businesses that merely take orders for products shipped from out of town to their customers. Exceptions will be considered on a case-by-case basis when a written request is submitted to the Town Manager.
- f. Notwithstanding the foregoing, the local bidder must otherwise meet all qualifications and procurement policy requirements of the Town, including, but not limited to, the “best bid” requirements, in order to be awarded a bid under this section.

8. Bid Guidelines.

- a. Correspondence with Vendors. All correspondence with vendors should be communicated through the department head responsible for overseeing the specific bid unless the bid specifications make it advisable to delegate authority to others.
- b. Formal Bid Notice. All formal bid purchases or formal contracts for services shall be advertised as follows:
 - 1. All notices and solicitations of bids shall state the time and place of the bid opening. If required the request for bids will be published in the newspaper and posted on the Town's website at least 10 days prior to the bid deadline. The request shall include an adequate description of the scope of work to be completed, any specifics which may be required of the vendor, including the amount of any bid bond, all contractual terms, and conditions application to the public project.
 - 2. Notices and solicitations of bids shall include information that these are sealed bids and that they should be so identified on the envelope.
 - 3. Notices and solicitations of bids shall plainly state to whom the sealed bid(s) should be addressed, and should be filed with the Town Clerk.
 - 4. When advertising for proposals with federal funding, guidance will be followed as per CFR200.319 thru CFR200.322 to ensure proper competition of project awards. This also entails taking necessary affirmative action steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- c. Public Opening. All bids shall be opened publicly at the time and place designated in the invitation for bids. The amount of each bid and such other relevant information as may be specified by rules, together with the name of each bidder shall be entered on a record and open to public inspection. After the time of the award, all bids and requests for proposal documents shall be open to public inspection.
- d. Performance Bonds. Performance bonds, in cash or otherwise, or other acceptable financial assurance such as a letter of credit shall be requested, if in the best interest of the Town, in such an amount as may be deemed sufficient to secure the execution of the contract or to furnish supplies.
- e. Technology and Advertising. The Town will use electronic means (i.e. internet, email, etc.) to inform potential vendors and may use technology to improve transparency and purchasing efficiencies for the Town. All available means for advertising the invitation to bid shall be used to the extent possible, to encourage full and open competition. When advertising for proposals with federal funding, guidance will be followed in CFR200.319 to ensure proper competition of project awards is encouraged. This also entails, for example, taking necessary affirmative steps to assure that the minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- f. Competitive Buying. Town policy requires quotes or bids to be obtained from as many providers as reasonably possible to ensure a competitive marketing atmosphere and advantageous pricing. Bids will be solicited when required by policy and also when it is found to be advantageous to do so. Any qualified provider may respond to a Town request for quote or bid.
- g. Awards. The Town of Johnstown reserves the right to reject any and all bids and waive any informality. The Town of Johnstown also reserves the right to select the lowest and/or best bidder as determined by the Town in its sole discretion. Bidders may be disqualified for past failure to follow proper change order processes or failure to complete projects in a timely and/or professional work like manner.

9. Exclusive Service. Sole source purchases may be made if it has been determined that there is only one good or service that can reasonably meet the need and there is only one vendor who can provide the good or service. Written justification for the sole source purchase must be retained with support for the purchase.

10. Emergency Purchases. In the event of natural disasters, accidents or other emergencies where health, safety or welfare of the community is at risk, the Town shall comply with the procurement requirements to the extent practicable, but this may be waived by the Town Manager. The Town Manager will notify the Town Council of any emergency immediately identifying the nature of the emergency and any purchase which may be required. Forms required herein for the purpose of authorizing and acquiring goods or services necessary for the immediate preservation of life, health, safety, welfare or property during a local disaster or emergency conditions shall not require compliance with bidding requirements set forth in this Policy and may be awarded on a sole-source basis. Documentation of procurement decisions in an emergency period is required to be retained, to support the urgency of the purchase and as justification for deviation of any Town policy. Once the Town is no longer operating in an emergency period, adherence to the approved procurement requirements is required. Careful consideration shall be given to procurement decisions made in an emergency period and when grant funds may be received. Federal procurement guidance currently available (at CFR200.319) indicates that purchases above the dollar threshold of a micro purchase, currently \$3,000, must also have three written quotes to support the cost reasonableness of the purchase. If, at any time, a purchase may have a grant implication, purchaser should follow guidance from the grantor.

11. Exemptions From Public Bidding. The Town recognizes the need to use outside sources for providing Professional Services, constructing Capital Projects (vendors and contractors) and for providing services for day to day operations and maintenance. The Town requires staff to solicit bids for any purchase of goods over \$50,000, per engagement or annually. This requirement may be waived by the Town Manager for ongoing service contracts where the past experience related directly to the Town is a compelling reason to continue a service contract from year to year. Selection of vendors, contractors or consultants may be based on past experience with the Town, knowledge of the Town and region, philosophy of the nature of the job, availability of time, quality of product, quality of service and material, maintenance, warranties, price and other such criteria as deemed appropriate for a particular public project. The Town recognizes the following exemptions for the Public Bid Process:

- a. Professional Services. This purchasing policy shall not apply to professional services and the requirements shall not be mandatory in the employment of professional services. Professional services include, but are not limited to the following: Attorneys, Bond Counsel, Certified Public Accountants/Auditors, Consultants, Engineers, Financial Advisors, Physicians and Real Estate Brokers. The Council may award these services as desired and at their discretion. The staff shall use the following criteria when applicable and necessary, based on specific project that includes:
 1. Past experience in performing the services requested;
 2. Responsiveness to the needs of the Town, with respect to time to complete the project, the approach to the project, and anticipated design concepts offered;
 3. Responsibility and experience in dealing with municipal governments and projects of similar size, scope and nature;

4. The professional's engagement team, including the experience and resumes of key personnel assigned; and
 5. Results of reference checks and past performance for other clients.
- b. Design Build Services. This policy shall not apply to design-build specialty services so long as the project does not exceed \$100,000. If less than \$100,000, the following evaluation criteria shall apply:
1. A guaranteed maximum price must be agreed upon and any savings shall revert back to the Town if the final project cost is less than the guaranteed maximum price.
 2. The Town shall have the option at any time to validate proposed costs and fees of the professional who must disclose all information used to arrive at the proposed costs and fees.
- c. Use of State Bids or Existing Contracts. This purchasing policy shall not apply if the purchasing department is able to piggy-back on a State Bid Award, GSA bid award, or other bid award where a public bid process has taken place on the conditions that appropriate verification of the bid is provided, the cost does not exceed \$100,000, and the funds are available in the budget.
- d. Waiver of Bidding Process. Notwithstanding the provisions of this Policy, the Town may forego the bidding process altogether in certain specific instances that would be in the best interests of the Town provided that there is sufficient information and documentation to demonstrate that a waiver of the procedure would benefit the Town. Any deviations from the bidding process must have Town Manager approval, who shall then generate a report to the Town Council for the next Town Council meeting explaining the reasons for the waiver. It is intended that this process should be used infrequently and only when there is supporting information to demonstrate that the waiver would be in the best interests of the Town and not in any fashion compromise the integrity of the overall bidding policy of the Town.
12. Contract Authority. The Town Manager or department head shall have the power and duty to approve and execute, by signature, all contracts or agreements of, or on behalf of, the Town or its enterprises, subject to the following limitations.
- a. Amount not to Exceed \$100,000. Contracts or agreements that exceed \$100,000 must be approved by the Council unless part of an annual contract and appropriated in the budget.
 - b. Conveyances. No contract or agreement shall involve conveyances of interest in land, bonds, indentures, evidence of indebtedness, or proclamations, unless the authority to approve and execute such documents shall be granted by the Council.
 - c. Charter and Municipal Code. Contracts or agreements that are required by the Town's Home Rule Charter or the Johnstown Municipal Code to be approved and executed by the Town Council.
 - d. Intergovernmental Agreements. Such contract or agreement does not constitute an "intergovernmental agreement" under Colorado law.
 - e. Delegation. The Town Manager may delegate the signatory authority for the approval and execution of contracts and agreements to department heads when the contractual matters fall within their area of responsibility.
 - f. Appropriation. No contract shall be approved or executed unless funds for the payment of obligations under the contract or agreement are in the budget and have been approved by the Town Council. This section shall not prohibit the approval and execution of multi-year contracts or agreement where such agreements are legally permissible.

- g. Legal Review. Unless of a routine nature as determined by the Town Manager or the Town's standard form of contractor/professional services agreement cannot be used, all contracts or agreements are subject to legal review.

13. Town Issued Purchasing Cards. This policy applies to all items procured by the use of a Town-issued Purchasing Card.

- a. Issuance. Town purchasing cards may only be issued to department heads or other personnel as authorized by the Town Manager and Finance Director.
- b. Legitimate Business Expenses. A purchasing card shall be used for purchases on behalf, or costs associated with, approved travel. No cardholder may procure goods or services for personal purposes. Personal use of a purchasing card consists of an item that is not a legitimate business expense and must be reimbursed to the Town. Misuse of the card could subject an employee to discipline pursuant to the personnel policies of the Town. Department Heads may make available purchasing cards for purchases where time is of the essence to save the Town money; where credit card is the only or easiest form of payment accepted for a product or service; or when required for travel purposes. It is the responsibility of the Department Head to notify the Finance Department if an employee is no longer authorized to use the Town's purchasing card.
- c. Purchasing Procedures. Purchases made with the purchasing card should follow all guidelines as stated in this Financial Policy document.
- d. Travel Related Expenses. If a spouse or family member is accompanying the employee on a business trip, only employee's travel expenses may be charged to the card. Airline tickets or other travel expenses related to the family member must be paid by the individual at the time of purchase. It is not acceptable to reimburse the Town for those expenses. Personal expenses may not be charged to the hotel room and must be paid for separately. Hotel, car rental, parking, taxi, etc. receipts must be submitted to the Finance Department within a week of return from the business trip. Travel expenses for the employee will be reimbursed up to the maximum allowed for that location by U.S. General Service Administration (www.gsa.gov). Mileage will be reimbursed at the published Internal Revenue Service (IRS) standard mileage rate. Mileage will only be reimbursed if no Town vehicle is available for use.
- e. Monthly Statements. It will be the responsibility of the card holder to reconcile the monthly credit card statements and receipts. Original receipts must be submitted to the Finance Department within one week of purchase. Failure to do so will result in loss of purchasing card privileges.

Capital Improvement Planning Policy

A number of important policy considerations are the basis for the Capital Improvement Plan (CIP). The following policies are designed to guarantee that current and future projects are maintained at a quality level and that capital projects do not restrict the Town's ability to provide basic services. The Town must preserve its current physical assets and plan in an orderly manner for future capital investments, including the operating costs associated with these projects. In addition to amenity improvements the Town must also make capital investments needed to support and enhance the delivery of basic services.

1. Capital Expenditures. Capital expenditures for purposes of financial reporting include buildings, land, major equipment, infrastructure investment, and other items that have a value of \$5,000 or greater and have a life expectancy greater than one year.
2. Relationship of Long-Range Plans to the CIP Plan. Virtually all of the projects included in the CIP are based upon formal long-range plans that have been adopted by the Town Council.
3. Ten-year Capital Plan. Each department with capital expenditures will develop and maintain ten-year capital plans. This will include sources of funding and maintenance.
4. Current Capital Budget. The Town will prepare an annual Capital Budget which will include current year capital expenditures and sources of funds based on the current year of the CIP. This document will be presented to the Council concurrently with the date of submission of the proposed budget and should include the following:
 - a. A general summary of its contents.
 - b. A list of all capital improvements which are recommended to be undertaken, continued or completed.
 - c. Cost estimates and methods of financing the improvements.
 - d. The estimated annual cost of operating and maintaining the improvements.
 - e. Such other information that the Council might require.
5. Include Future Maintenance. As part of the annual Capital Budget, the Town will identify and include full costs of future maintenance needs and operating costs of new capital facilities and equipment prior to funding as part of the annual Capital Budget. It is essential to recognize that many smaller projects can have a significant impact on the existing staff and maintenance levels when considering the total impact. All capital projects will identify the maintenance requirements in terms of staffing, supplies and services.
6. Types of Projects Included in the CIP Plan. The CIP Plan will display, to the maximum extent possible, all major capital projects in which the Town is involved. While the following criteria may be used as a general guide to distinguish which projects should be included or excluded from the CIP Plan, there are always exceptions which require management's judgment. For purposes of the CIP Plan, a CIP project is generally defined to be any project that possesses all of the following characteristics:
 - a. Exceeds an estimated cost of \$25,000
 - b. Involves totally new physical construction, reconstruction designed to gradually and systematically replace an existing system on a piecemeal basis, replacement of a major component of an existing facility or computer system, expansion of an existing system, introduction of a new system, or acquisition of land or structures.
 - c. Involves Town funding in whole or in part, or involves no Town funds but is the Town's responsibility for implementing, such as a 100% grant-funded project.
7. Preserve Existing Capital Infrastructure Before Building New Facilities. It is the Town's policy to ensure that adequate resources are allocated to preserve the Town's existing infrastructure before targeting resources to build new facilities that also have operating and maintenance obligations. This policy addresses the need to protect the Town's historical investment in capital facilities and to avoid embarking

on a facility enhancement program, which when coupled with the existing facilities requirements, the Town cannot afford to adequately maintain.

8. Capital Priority. In general, the following guidelines will be used to identify capital priorities: safety, complete existing projects, maintenance of existing capital facilities, extension or expansion of existing systems and new projects. Maintenance should be given priority over new facilities unless a cost/benefit analysis indicates otherwise. State, Federal and local mandates or new service demands may require acquisition of new facilities or new construction even when maintenance needs are not fully met. Unique opportunities may arise which should be considered as a priority particularly if there is community support for acquisition. Maintenance of facilities should take priority over operating programs if deferring maintenance will result in greater costs to restore or replace neglected facilities.

9. Balanced CIP Plan: The CIP Plan is a balanced ten-year plan. This means that for the entire ten-year period, revenues will be equal to project expenditures in the Plan. It is anticipated that the plan will have more expenditures than revenues in single years of the Plan, but this imbalance will be corrected through the use of interim financing as needed. However, over the life of the ten-year plan, all planned interim debt will be repaid and all Plan expenditures, including interest costs on interim debt will be provided for with identified revenues. Any project funding plan, in which debt is not retired within the current ten-year Plan, must have specific Town Council approval.

10. Use of Debt in the CIP. The CIP is viewed as a long-term program that will continually address capital requirements far into the future. As such, the use of long-term debt has been minimized, allowing the Town to put money into actual projects that benefit Johnstown residents and businesses rather than into interest payments to financial institutions. It is expected that debt incurred will be paid back before the end of the current CIP. If the Town uses bonds for financing, then the life of debt is not to exceed 75% of the life of the project or acquisition. Finance staff monitor CIP cash flow regularly and utilize fund balances to minimize the amount of borrowing required. There are exceptions to this policy for extraordinary circumstances, where the voters have approved long-term debt issuances to achieve major Town goals that otherwise could not have been achieved, or would have been delayed an unacceptable amount of time.

11. Finance Director's Authority to Borrow. The Finance Director is authorized to initiate interim and long-term borrowing measures, as they become necessary, as identified in the current CIP Plan, with approval from the Council.

12. CIP Plan Update and Amendment. The CIP Plan will be updated at least annually as a part of the Town's budget process. The Town Council may amend the CIP Plan at any time if a decision must be made and action must be taken before the next CIP review period.

13. Formalization of Monetary Agreements. All agreements between the Town and outside jurisdictions shall be in writing specifying the financial terms of the agreement, the length of the agreement, and the timing of any required payments. Formalization of these agreements will protect the Town's interests. Program areas shall make every effort to promptly request any reimbursements that are due the Town. Where revenues from outside jurisdictions are ongoing, these requests shall be made at least quarterly, unless alternative arrangements are approved by the Town Manager or Town Council.

14. Applicable Project Charges. CIP projects should reflect all costs that can be clearly shown to be necessary and applicable. Staff charges to CIP projects will be limited to time spent actually working on those projects and shall include an overhead factor to cover the applicable portion of that person's operating cost.

Investment Policy

The purpose of this policy is to establish the Town's investment scope, objectives, delegation of authority, standards of prudence, reporting requirements, internal controls, eligible investments, selection of financial institutions, portfolio maturities, volatility, diversification, risk, safekeeping, and custody requirements. The investment program for the Town of Johnstown shall operate in conformance with federal, state, and other legal requirements.

1. Scope. This investment policy applies to all investment *transactions/activities* of the Town of Johnstown, Colorado, involving the investable funds of said Town with the exception of its uniformed and non-uniformed employee pension plans. Investment activities shall be performed in conformance with this policy and the Town's financial policies. The Town, its financial institutions, its investment managers and broker/dealers shall be an equal opportunity employer.

2. Restriction of Authority. The ultimate responsibility and authority for investment transactions resides with the Finance Director, who is fully authorized to buy, sell, and trade investments in accordance with the goals and objectives of this investment policy. No person may engage in an investment transaction except as authorized under the terms of this policy.

3. Objectives. The Town shall seek to optimize its return on investments within the constraints of safety and liquidity. The primary objective of this investment policy shall be to manage the portfolio in such a manner as to preserve capital and protect investment principal while attaining a market rate of return equal to or greater than average rate of return. To attain this objective, diversification shall be required to ensure that potential losses on any security or securities do not exceed the income generated from the overall portfolio.

The portfolio shall be structured to allow maximizing the return consistent with risk limitations and prudent investment decisions as set forth by the Finance Director.

The portfolio shall remain sufficiently liquid to meet anticipated disbursement requirements.

Nothing shall prohibit the Town's Finance Director from investing all excess funds in the most efficient and beneficial manner possible in order to achieve market rates of return consistent with constraints imposed for safety, cash flow, and applicable investment laws.

4. Prudent Person Standard. Investments made pursuant to CRS 24-75-601.1 must be made in accordance with the "prudent man (person)" standard of CRS 15-1-304, (CRS 24-75-601.1(2)). This requirement states

that fiduciaries, such as official custodians who make investments or deposits for local governments, are obligated to exercise ... the judgment and care, under the circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of capital. (CRS 15-1-304)

5. Reporting Requirements. Monthly, the Finance Director shall submit to the Town Manager and Town Council a report listing the investments held by the Town with the current market value of the investments.

6. Internal Controls. The Finance Department shall establish a system of internal controls to ensure the integrity of the investment process. Investment transactions shall be supported by written evidence, such as a confirmation ticket issued by the broker/dealer. In addition, the Town's independent auditor shall perform a review of the controls on an annual basis. The controls shall be designed to prevent loss of public funds because of fraud, error, and misrepresentation by another party or imprudent actions by an employee or employees of the Town.

7. Eligible Investments. Eligible investments shall be defined as those instruments allowed in this policy as follows:

- a. U.S. Treasury Obligations: Treasury Bills, Treasury Notes, Treasury Bonds and Treasury Strips with maturities not exceeding five years from the date of purchase.
- b. Federal Instrumentality Securities: Debentures, discount notes, callable securities, step-up securities, and stripped principal or coupons with maturities not exceeding five years from the date of trade settlement. If a Federal Instrumentality Security carries a rating lower than the highest category by any NRSRO, the security is eligible for purchase subject to the following limitations: the final maturity (from the date of trade settlement) may not exceed the statutory limit stated in C.R.S. 24-75-601 and the security must be rated at least AA- or the equivalent by at least two NRSROs (Nationally Recognized Statistical Rating Organization), and not less by any. Subordinated debt shall not be purchased. For securities authorized in this paragraph, the Town shall limit the combined total of investments to no more than 90 percent of the total portfolio and 30 percent per issuer.
- c. Commercial Paper issued by domestic corporations with maturities not exceeding 270 days from the date of purchase, which at the time of purchase is rated at least A-1, or the equivalent by at least two NRSROs, and rated not less by all NRSROs that rate the commercial paper. If the commercial paper issuer has senior debt outstanding, it must be rated at least AA, or the equivalent at the time of purchase by at least two NRSROs, and rated not less by all NRSROs that rate the issuer. The aggregate investment in commercial paper, banker's acceptances, and corporate debt shall not exceed 50% of the Town's investment portfolio, and no more than 5% of the Town's investment portfolio may be invested in the obligations of any one issuer.
- d. Corporate Debt with a maturity not exceeding three years from the date of trade settlement, issued by any corporation or bank organized and operating within the United States. The debt must be rated at least AA- or the equivalent by at least two NRSROs, and rated not less by any NRSRO that rates it. The aggregate investment in corporate debt, commercial paper, and banker's acceptances shall not exceed 50% of the Town's investment portfolio, and no more than 5% of the Town's investment portfolio may be invested in the obligations of any one issuer.

- e. Local Government Investment Pools. Pursuant to CRS 24-75-702 that 1) are "no-load" (no commission or fee shall be charged on purchases or sales of shares); 2) have a constant net asset value of \$1.00 per share; 3) limit assets of the pool to those authorized by state statute; 4) have a maximum stated maturity and weighted average maturity in accordance with Rule 2a-7 of the Investment Company Act of 1940; and 5) have a rating of AAA or the equivalent by one or more NRSROs.
- f. Repurchase Agreements with a termination date of 180 days or less collateralized by U.S. Treasury obligations or Federal Instrumentality securities listed in a. and b. above with a final maturity not exceeding ten years. The purchased securities shall have a minimum market value including accrued interest of 102% of the dollar value of the transaction. Collateral shall be held by the Town's third-party custodian bank, and the market value of the collateral securities shall be marked-to-the market daily. Repurchase Agreements shall be entered into only with broker/dealers recognized as Primary Dealers by the Federal Reserve Bank of New York, or with firms that have a Primary Dealer within their holding company structure. Approved Repurchase Agreement counterparties if rated, shall have a short-term credit rating of at least A-1 or the equivalent and a long-term credit rating of at least A or the equivalent by each NRSRO that rates them.
- g. Non-Negotiable Certificates of Deposit with a maturity not exceeding five years in any FDIC insured state or national bank located in Colorado that is an eligible public depository as defined in CRS 11-10.5-103. Certificates of deposit that exceed FDIC insurance limits shall be collateralized as required by the Public Deposit Protection Act. In addition, at the time of purchase, issuing banks shall meet the credit criteria set forth in the section of this investment policy, "Selection of Banks".
- h. Eligible Banker's Acceptances with maturities not exceeding 180 days, issued by FDIC insured state or national banks. Banker's Acceptances shall be rated at least A-1, or the equivalent at the time of purchase by at least two NRSROs and rated not less by all NRSROs that rate the instrument. If the issuing bank has senior debt outstanding, it must be rate at least AA or the equivalent at the time of purchase by at least two NRSROs and rated not less by all NRSROs that rate the bank. The aggregate investment in banker's acceptances, commercial paper, and corporate debt shall not exceed 50% of the Town's investment portfolio, and no more than 5% of the Town's investment portfolio may be invested in the obligations of any one issuer.
- i. Money Market Mutual Funds registered under the Investment Company Act of 1940 that: 1) are "no-load" (no commission or fee shall be charged on purchases or sales of shares); 2) have a constant net asset value of \$1.00 per share; 3) limit assets of the fund to those authorized by state statute; 4) have a maximum stated maturity and weighted average maturity in accordance with Rule 2a-7 of the Investment Company Act of 1940; and 5) have a rating of AAA or the equivalent by one or more NRSROs.

The foregoing list of authorized securities and transactions should be strictly interpreted. Any deviation from this list must be pre-approved by the Council of Trustees.

8. Prohibited Investments. It shall be the policy of the Town to refrain from investment in SBA's, banks or savings and loan associations who secure more than 5% of their deposits through brokers, or whose equity to asset ratio is less than 3%, or to invest in GNMA's or Eurodollar TD's, Eurodollar CD's, Equity Mutual Funds, Unit trusts, and government backed funds not allowed by C.R.S. 24-75-601 as amended.

9. Collateral Requirements. To qualify as a depository, financial institutions and savings and loan associations must collateralize the Town's deposits in accordance with: Sections 11-10.5-101 through 11-10.5-121, C.R.S. as amended entitled "Public Deposit Protection Act"; Sections 11-47-101 through 11-47-120 C.R.S. as amended entitled "Savings and Loan Association Public Deposit Protection Act."

The Town considers repurchase agreements as simultaneous sales and purchases of securities rather than as collateralized loans. However, securities underlying repurchase agreements are referred to as "collateral" for the purpose of this policy. It is the Town's policy to require all issuers of repurchase agreements to execute a copy of the Town's master repurchase agreement. A copy must be on file *prior to entering* into any repurchase agreements. In addition, the maximum length of a repurchase agreement shall be 90 days.

10. Selection of Financial Institutions and Dealers. The Town's depository shall be selected through competitive bidding in accordance with the Town's financial policies. When selecting the depository, the creditworthiness of the institution shall be considered. It shall be the policy of the Town to purchase securities only from those financial institutions providing services as set forth in State Statutes guidelines.

All financial institutions shall agree to undertake reasonable efforts to preclude imprudent transactions involving the Town's funds. The supervising officer of the institution shall agree to exercise due diligence in monitoring activities of the officers and subordinate staff members engaged in transactions with the Town. Employees of any firm or financial institution that offers securities or investments to the Town shall be trained in the precautions appropriate to public sector investments and are required to be familiar with the Town's investment objectives and constraints.

11. Portfolio Maturities and Volatility. It is the Town's intent to manage all of its investments, with the exception of the uniformed and non-uniformed employee pension plans, in such a way that any market price losses resulting from interest rate volatility would be offset by coupon income and current income received from the balance of the portfolio during a 12-month period. In addition, no maturity extension (swap) should be taken if it would result in negative income on the overall funds portfolio. The maximum maturity date for all securities is no more than 5 years from the date of purchase unless otherwise authorized by the Town Council.

12. Diversification. It is the policy of the Town to diversify investments within the portfolio. Securities shall be diversified to eliminate the risk of loss resulting from over-concentration of investment in a specific maturity, a specific issue or a specific class of securities. Diversification strategies shall be determined and revised periodically by the Finance Department.

When establishing specific diversification strategies, the following general policies and constraints shall apply: maturities shall be staggered in such a way that avoids undue concentration of assets in a specific maturity sector. Short-term maturities shall be selected which coincide with specified disbursement dates thereby avoiding the need to sell securities prior to maturity. Longer-term maturities shall be selected which provide for stability of income and reasonable liquidity.

13. Risk Tolerance. The Town realizes that investment risk can result from issuer defaults, market price changes or certain technical complications, which lead to temporary illiquidity. Therefore, portfolio

diversification is used as a means to control risk. The Finance Director is expected to display prudence when selecting investment securities and use safety, liquidity and yield in that order of priority as a way to minimize the risk of default. In addition, no one individual investment transaction shall be made which would jeopardize the total capital position of the overall portfolio.

14. Safekeeping and Custody. Investments of the Town shall be held by a third-party custodian (bank or broker/dealer) or any branch of the Federal Reserve. Investment officials shall be bonded to protect the public against possible embezzlement and fraud.

15. Defense of Staff and Payment of Judgments or Settlements against Staff. Staff, as public employees of the Town, shall be subject to the defense of public employees and payment of judgments or settlements against public employees from liability for losses that may occur in the administration of this investment policy to the extent provided for under the Colorado Governmental Immunity Act, CRS 24-10-101 et. seq.

Debt Policy

Long term debt is a liability that places a future contractual or other obligation against future revenues of the Town. This policy will set guidelines for the amount and type of debt to be issued by the Town.

1. Use for Capital. The Town will confine long-term borrowing to capital improvements or projects that cannot be financed from current revenues.

2. Life of Debt. The life of debt is not to exceed 75% of the life of the project or acquisition – when the Town finances capital projects by issuing bonds; it will pay back the bonds within a period not to exceed 75% of the expected useful life of the project.

3. Debt restrictions. The Town will not use long-term debt for current or annual operations. Debt that obligates future Town Councils shall be approved consistent with applicable state statutes.

4. Legal Debt Limits. The Town will review its legal debt limitation at least annually. Debt limits will be included in the statistical section of the Comprehensive Annual Financial Report (CAFR).

5. Form of Debt. The Town may borrow money and issue bonds, securities, documents and instruments of indebtedness or enter into other obligations to evidence such borrowing and may otherwise incur payment obligations. The ultimate form of debt shall be recommended by the Town Manager for consideration and approval by the Town Council.

- a. General Obligation. General obligation debt is subject to voter approval. No general obligation debt can be created unless it has been approved by a majority of the registered electors of the Town, in an election, for that purpose. General obligation debt shall be structured on a level debt service basis with a maximum maturity of 30 years, but terms may vary as conditions warrant. Debt service on general obligation debt can be payable from a separate mill levy, taxation, fees or revenue from projects.

- b. Revenue Bonds. Revenue bonds are generally used to finance assets that generate revenue which may repay the obligation. Revenue bonds may be issued without approval of the registered electors of the Town and are not payable from a dedicated mill levy, or sales and use taxes.
 - c. Lease Financings. Lease financings are generally used for long-lived assets that would not be affordable if funded on a lump sum or cash basis during a single year. Lease financing is subject to approval by the Town Council. This type of financing is not considered debt or a multiple-fiscal year financial obligation under the Colorado Constitution.
6. Annual Review. The Town of Johnstown will conduct an annual review of its debt taking into consideration current market rates and current cash flows.
7. Bond Rating. The Town will maintain a strong bond rating that is consistent with other Town goals. The Town will maintain good communications with bond rating agencies about its financial condition. The Town will follow a policy of full disclosure on every financial report and bond prospectus.
8. Debt Refinancing. When advantageous to the Town, the Town Manager and/or Finance Director shall present options to the Council.

Grant Policy

The purpose of this section is to develop, implement, and maintain meaningful grant oversight and coordination for the Town thereby increasing grant related revenue, limiting the Town's exposure for grant related legal liability, and improving the efficiency and impact of programs and services funded through grants.

Grant funds received by the Town support important programs and services that the Town provides to the community including: public safety, recreation, homeland security, infrastructure improvements, among others.

1. Conflict of Interest. No employee or official of the Town shall have any interest, financial or otherwise, direct or indirect, or have any arrangement concerning prospective employment that will, or may be reasonably expected to, bias the design, conduct, or reporting of a grant-funded project on which he or she is working unless disclosed and such official shall disclose the conflict and if an elected official, abstain from voting for or against the item.

It shall be the responsibility of the Grant Project Manager for each particular grant-funded project to ensure that in the use of project funds, officials or employees of the Town and nongovernmental recipients or sub-recipients shall avoid any action that might result in, or create the appearance of:

- a. Using his or her official position for private gain.
- b. Giving preferential treatment to any person or organization.
- c. Losing complete independence or impartiality.
- d. Making an official decision outside official channels.

- e. Affecting adversely public confidence in the grant funded program in particular and the Town in general.

2. Roles and Responsibilities. Department Heads and staff that occupy positions of responsibility with respect to grant activity have specific roles and responsibilities that they shall perform and uphold both ethically and in the best interests of the Town.

- a. Town Council. The Town Council has the sole responsibility for approving grant awards by resolution.
- b. Town Manager. The Town Manager has the sole responsibility for approving all grant applications not requiring legislative body approval and executing all grant contracts and agreements for grant awards approved by the Town Council.
- c. Finance Department. All grant activity must be routed through the Finance Department including receipt and deposit of grant related funds and requests for expenditure of funds. Grant applications and/or grant status reports often require the signature of the “Finance Officer” or similar title representing the Town’s senior financial authority. In these cases, the name and requested information for the Finance Director shall be provided. The Finance Department is responsible for setting up project accounts to track revenues and expenditures. Separate revenue and expense accounts or sub accounts shall be created for all federal grants.
- d. Town Attorney. A legal review of grant agreements should be done to ensure that all of the terms of the agreement are legally enforceable. The Town Attorney shall review the terms and conditions of the award as the initial step in the Resolution process, as requested by the Town Manager, Finance Department or Department Head.
- e. Town Departments. Town Departments are responsible for all aspects of the grant process including planning for grant acquisition, preparation and submitting grant proposals, preparing Resolution requests to accept funds, developing grant implementation plans, managing grant programs, preparing and submitting reports to grantors, and properly closing out grant projects, as detailed throughout this manual and in compliance with requirements of the grantor. The department receiving the grant shall also be responsible for making an internal request to the Finance Department to establish a project account number for the grant program. Department staff and Finance Department staff will maintain a close working relationship, with respect to grant activity, to ensure a clear understanding of the project status.

3. Grant Planning. Each Town Department that seeks grant funding shall undergo an annual planning process for grant acquisition coordinated through the appropriate department head to compile a comprehensive list of Department needs that can potentially be met through grant funding. Budgets and narrative statements should then be developed for each of the needs, as should goals and objectives that, once achieved, will address the identified need. Federal grants often require more extensive reporting requirements than state and local grants. The anticipated cost of administering and implementing the grant should be compared to the dollar benefit of the grant. The Department Head shall take the cost/ benefit analysis into consideration when determining which grants to submit application requests. If grant becomes available after budget planning, appropriations should be handled as needed.

4. Grant Award and Resolution. The Department receiving the grant award must prepare the Resolution and the agenda commentary and submit it to the Town Clerk for inclusion in the Town Council packet. A

grant award letter and grant agreement must accompany the Resolution. The Resolution may include language for a supplemental appropriation by the Town Council for inclusion in the year-end supplemental appropriation.

5. Grant Implementation. All departments that receive grant funding shall develop a Grant Implementation Plan that identifies the goals and objectives to be achieved, the project timeline, milestone events, an anticipated expenditure schedule, roles and responsibilities, and takes into account grantor terms and conditions.

Upon notification of a grant award, the recipient department shall convene an implementation planning process that includes the Finance Director, Finance staff, key project staff, and any other key individuals. Exceptions to this requirement must be approved by the Town Manager.

6. File Management. All Town Departments shall maintain a file format for grant related documents to include separate sections for documents associated with submittal, research, award, and reports, with clear separation between fiscal years, unless otherwise directed by the grantor. The grantor's preferred file structure shall always take precedence.

7. File Structure. All department and master files associated with a grant award must include the following five sections with clear separations between different fiscal years, unless otherwise directed by the grantor.

- a. Submittal – application guidance and copy of application.
- b. Research – statistical and other information used in preparation and support of the grant.
- c. Award – award letter, objectives and requirements, grant agreement and anything else related to the award.
- d. Financial Services – account set up, copies of all invoices and payment requests.
- e. Reports – reports submitted to granting entity and evaluation components.

8. File Retention. The Town maintains grant records for a minimum of three years following the closure of their most recent audit report. If any litigation, claim, negotiation, audit or other action involving records has been started before the expiration of the three year period, the records must be maintained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular three year period, whichever is later. Grantors may require retention periods in excess of three years. Grantor requirements will take precedence.

9. Budget Modifications. Modifications to the budget associated with a grant funded project in such a way that will alter the grant amount or move funds from one budget to another, shall require prior approval from the grantor or as per the grantor's terms and conditions. Approval in writing from the grantor is required.

10. Receipt of funds. If the grant funds have not already been appropriated then no funds shall be dispersed until a Resolution has been approved by the Town Council and the Finance Department has establishing the accounting specifics.

11. Procurement. All procurement activity associated with grant-funded projects shall follow the procedures outlined in the Purchasing Policy, as well as the grant requirements, whichever is more restrictive.

12. Program Income. All program income resulting from a grant-funded project or program shall be managed and maintained as established in the award letter, grant agreement, contract, special conditions, or other document generated by the granting entity.

13. Reporting. Recipient department shall prepare accurate and timely reports as required by the grantor. All financial reports and reimbursement requests must be reviewed by the Finance Director prior to submission to the grantor.

14. Grant Oversight. During the grant period of any grant received by the Town, the appropriate Department Head may review files associated with the grant and that project or program it funds.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2021

NEW ISSUE
BOOK-ENTRY-ONLY

[INSURED RATING: [S&P Global Ratings] _____]
[UNDERLYING RATING: [S&P Global Ratings] "____"]
[INSURANCE: _____]
(See "MISCELLANEOUS—Ratings")

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings, and judicial decisions and assuming the accuracy of certain representations and continuous compliance with certain covenants described herein, interest on the Bonds (defined below) is excludable from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, such interest is not a specific preference item for purposes of the federal alternative minimum tax and such interest is excludable from Colorado taxable income and Colorado alternative minimum taxable income under Colorado income tax laws in effect on the date of delivery of the Bonds as described herein. See "TAX MATTERS" herein.

\$49,920,000*



TOWN OF JOHNSTOWN
LARIMER AND WELD COUNTIES, COLORADO
Acting by and Through its Sanitary Sewer Utility Enterprise
WASTEWATER REVENUE BONDS
SERIES 2021

Dated: Date of Delivery

Due: December 1, as shown below

The Bonds are being issued by the Town of Johnstown, Colorado, acting by and through its Sanitary Sewer Utility Enterprise, as fully registered form in denominations of \$5,000 or integral multiples thereof. Interest on the Bonds, at the rates set forth below, is payable semi-annually on June 1 and December 1 each year, commencing on December 1, 2021. Capitalized terms used on this cover page are defined in the Introduction to this Official Statement. DTC will act as securities depository for the Bonds and payments of principal of and interest on the Bonds will be made by the Paying Agent, initially UMB Bank n.a., Denver, Colorado, directly to DTC, which will remit such payments to Participants for subsequent distribution to Beneficial Owners of the Bonds.

MATURITY SCHEDULE
(CUSIP® [_____]¹)

Maturity Date (December 1)*	Principal Amount*	Interest Rate	Price or Yield	CUSIP ®, 1	Maturity Date (December 1)*	Principal Amount*	Interest Rate	Price or Yield	CUSIP ®, 1
2021	\$ 200,000				2032	\$1,245,000			
2022	765,000				2033	1,295,000			
2023	805,000				2034	1,350,000			
2024	845,000				2035	1,400,000			
2025	885,000				2036	1,455,000			
2026	930,000				2037	1,515,000			
2027	975,000				2038	1,575,000			
2028	1,025,000				2039	1,640,000			
2029	1,075,000				2040	1,705,000			
2030	1,130,000				2041	1,775,000			
2031	1,185,000								

\$9,990,000 ____ % Term Bond maturing December 1, 2046 Yield: ____ % CUSIP®: _____¹

\$12,155,000 ____ % Term Bond maturing December 1, 2051 Yield: ____ % CUSIP®: _____¹

[The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by [_____].]

[INSURER LOGO]

The net proceeds from the sale of the Bonds will be used for the construction, replacement and updating of current wastewater treatment facilities and related sanitary sewer system improvements, and for the payment of the costs of issuing the Bonds.

The Bonds are special and limited revenue obligations of the Town (acting by and through the Enterprise), payable solely out of and secured by an irrevocable pledge of and lien (but not necessarily an exclusive lien) upon the Net Revenues. The Bonds do not constitute a debt or indebtedness of the Town within the meaning of any constitutional, Charter or statutory provision or limitation. The Bonds are not payable in whole or in part from the proceeds of general property taxes or any other funds of the Town, except the Net Revenues, and the full faith and credit of the Town is not pledged for payment of the principal of or interest on the Bonds.

The Bonds are subject to redemption prior to maturity as described herein.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read this entire Official Statement to obtain information essential to the making of an informed investment decision and should consider carefully the information contained in the section entitled "INVESTMENT CONSIDERATIONS."

The Bonds are offered when, as, and if issued and accepted by the Underwriter named below, subject to the approval of legality and certain other matters by Kutak Rock LLP, Denver, Colorado, as Bond Counsel, and by Stradling Yocca Carlson & Rauth, P.C., Denver, Colorado, as counsel to the Underwriter. Kutak Rock LLP, Denver, Colorado, has also acted as Special Counsel to the Town for purposes of assisting with the preparation of this Official Statement. Certain matters will be passed upon for the Town by the Law Office of Avi S. Rocklin, LLC, as General Counsel. It is expected that the Bonds will be available for delivery through the facilities of DTC, on or about _____, 2021.

STIFEL

This Official Statement is dated _____, 2021

* Preliminary; subject to change.

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¹ The Town takes no responsibility for the accuracy of CUSIP numbers, which are included solely for the convenience of owners of the Bonds.

TOWN OF JOHNSTOWN, COLORADO

Town Council

Gary Lebsack, Mayor
Chad Young, Mayor Pro Tem
Damien Berg
Kevin Lemasters
Troy Mellon
Jesse Molinar Jr.
Amy Tallent

Town Officials

Matthew S. LeCerf, Town Manager
Mitzi McCoy, Finance Director
Marco Carani, Public Works Director
Avi S. Rocklin, Esq., Town Attorney

Paying Agent

UMB Bank, n.a.
Denver, Colorado

Underwriter

Stifel, Nicolaus & Company, Incorporated
Denver, Colorado

Underwriter's Counsel, P.C.

Stradling Yocca Carlson & Rauth
Denver, Colorado

Bond Counsel

Kutak Rock LLP
Denver, Colorado

No dealer, salesman, or other person has been authorized to give any information or to make any representation, other than the information contained in this Official Statement, in connection with the offering of the Bonds, and, if given or made, such information or representation must not be relied upon as having been authorized by the Town or the Underwriter. The information in this Official Statement is subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the Town or the Underwriter since the date hereof. This Official Statement does not constitute an offer or solicitation in any jurisdiction in which such offer or solicitation is not authorized, or in which any person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation. The Underwriter have reviewed the information in this Official Statement in accordance with, and as part of, their responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter do not guarantee the accuracy or completeness of such information.

TABLE OF CONTENTS

INTRODUCTION	1	Sovereign Immunity	30
THE BONDS	4	Pending and Threatened Litigation Involving the Town	31
Prior Redemption of Bonds	4	Legal Representation	32
Application of Bond Proceeds	6	TAX MATTERS	32
Security for the Bonds	9	MISCELLANEOUS	34
Debt Service Coverage	12	Ratings.....	34
Debt Service Requirements	13	Registration of Bonds	35
[BOND INSURANCE]	14	Undertaking to Provide Ongoing Disclosure.....	35
INVESTMENT CONSIDERATIONS	14	Interest of Certain Persons Named in this Official Statement	35
COVID-19	14	Underwriting	35
Limited Obligations.....	15	Independent Auditors	35
Issuance of Additional Debt	15	Additional Information.....	35
Environmental Regulations	15	Official Statement Certification.....	36
Future Changes in Laws	15	APPENDIX A Selected Definitions and Summary of Ordinance Provisions	
Secondary Market.....	16	APPENDIX B Audited Basic Financial Statements of the Town as of and for the Year Ended December 31, 2020 [When will final audit be available?]	
Enforceability of Bondholders' Remedies Upon Default.....	16	APPENDIX C Form of Continuing Disclosure Certificate	
Factors that May Cause Insufficiency of Expected Revenues	16	APPENDIX D The Town	
THE SYSTEM.....	17	APPENDIX E Town Financial Information and Debt Structure	
The Enterprise	17	APPENDIX F Economic and Demographic Information	
System Management	18	APPENDIX G Book-Entry-Only System	
Wastewater Facilities.....	18	APPENDIX H Form of Bond Counsel Opinion	
System Capital Improvements and Long-Term Planning	21	[APPENDIX I Specimen Municipal Bond Insurance Policy]	
Customer Information	22		
System Financial Information	23		
Outstanding Financial Obligations	30		
LEGAL MATTERS	30		

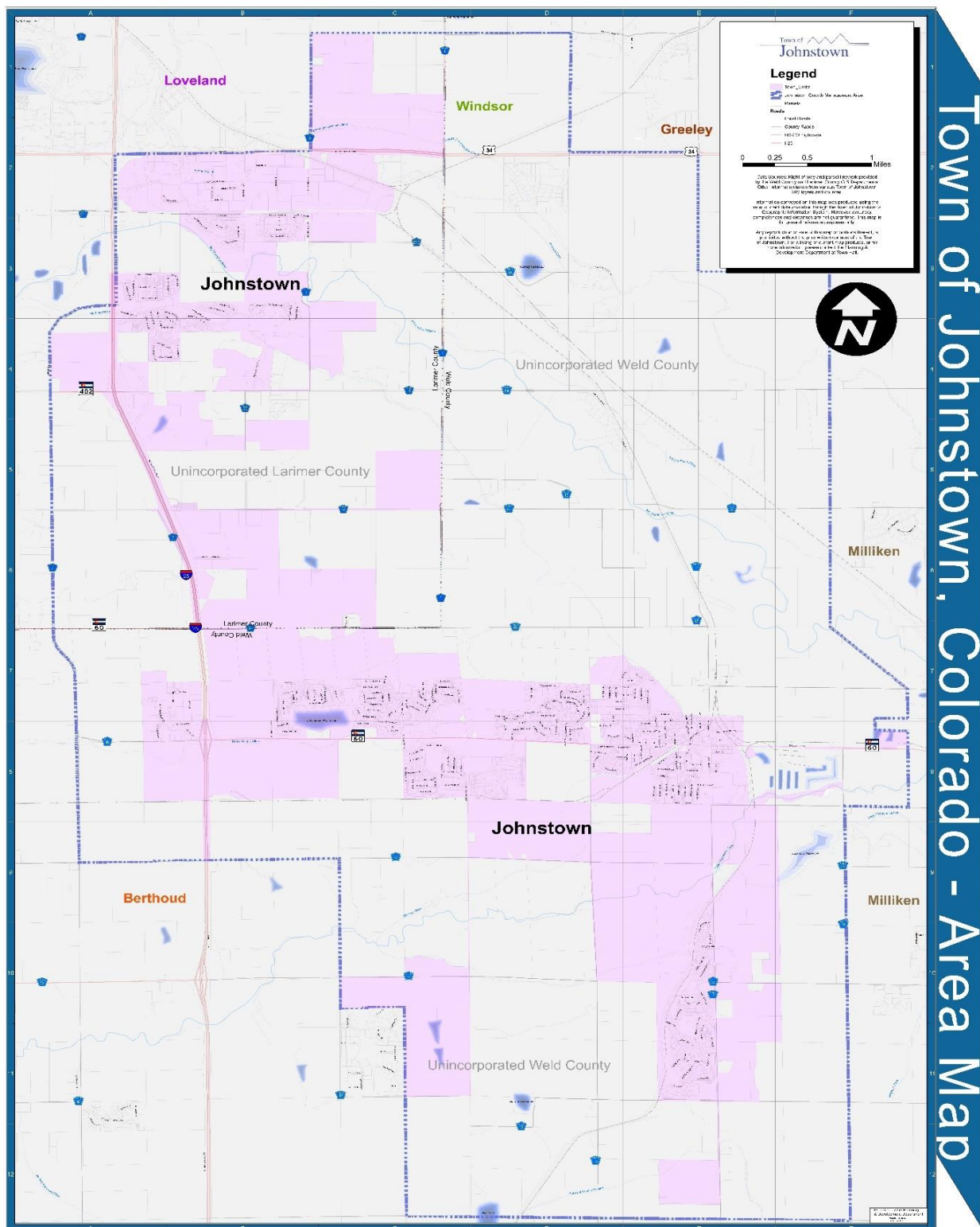
Neither the Securities and Exchange Commission nor any securities regulatory authority of any state has approved or disapproved the Bonds or this Official Statement. Any representation to the contrary is unlawful.

[[____]] (“[____]”) makes no representation regarding the Bonds or the advisability of investing the Bonds. In addition, [____] has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding [____] supplied by [____] and presented under the heading “BOND INSURANCE” and “APPENDIX I—SPECIMEN MUNICIPAL BOND INSURANCE POLICY.”

INDEX OF TABLES

I	Debt Service Coverage	12
II	Bond Debt Service Requirements	13
III	Estimated Sewer Accounts by Classification.....	22
IV	2020 Largest Customers of the Sewer System.....	23
V	Wastewater Tap Fee Revenues	26
VI	Wastewater Fund Comparative Statement of Revenues, Expenses and Changes in Net Position	29
VII	Wastewater Fund Budget Summary	30

TOWN MAP



[add map showing Town within State]

INTRODUCTION

This Official Statement is furnished to prospective purchasers of \$49,920,000* Wastewater Revenue Bonds, Series 2021 (the “Bonds”), issued by the Town of Johnstown, Colorado, acting by and through its Sanitary Sewer Utility Enterprise (the “Town” or “Johnstown”). The offering of the Bonds is made only by way of this Official Statement, which supersedes any other information or materials used in connection with the offer or sale of the Bonds. This Official Statement speaks only as of its date, and the information contained herein is subject to change.

The following introductory material is only a brief description of, and is qualified by, the more complete information contained throughout this Official Statement. A full review should be made of the entire Official Statement and the documents summarized or described herein. For definitions of capitalized terms used and not otherwise defined in this section and elsewhere in this Official Statement see “APPENDIX A.”

The Town..... The Town is a home rule municipality under a council-manager form of government, that encompasses approximately 13.9 square miles and has an estimated population of 16,800. The Town is located along interstate I-25 approximately 50 miles north of Denver, 25 miles south of Fort Collins bordering Loveland, Windsor, Milliken, Berthoud and Greeley. See “APPENDIX D—THE TOWN” and the preceding “TOWN MAP.”

The Enterprise..... The Town’s Sanitary Sewer Utility Enterprise (the “Enterprise”), created by Resolution No. 5-94 (the “Enterprise Ordinance”) and codified as Section 13-40 of the Town’s Municipal Code, manages, maintains and operates the Town’s wastewater system and sewer facilities (as further defined herein, the “System”) for the conveyance, treatment and disposal of waste water from within the Town. The Enterprise is authorized to issue its own revenue bonds and to enter into contracts relating to the System. The Enterprise was established to constitute an “enterprise” within the meaning of Article X, Section 20 of the Colorado Constitution (“TABOR”). The financial activity of the Enterprise and net income pledged to the payment of the Bonds (as described herein) are accounted for as a proprietary fund of the Town titled “Wastewater Fund” (as further defined herein). [However, Net Revenues pledged to the payment of the Bonds do not include the revenue of the Town’s stormwater utility.] See “THE SYSTEM—The Enterprise.”

Security The Bonds are special and limited revenue obligations of the Town, acting by and through the Enterprise, payable solely out of and secured by an irrevocable pledge of and lien (but not necessarily an exclusive lien) on certain net revenues (the “Net Revenues”), which consist of all Gross Revenue remaining after the deduction of Operation and Maintenance Expenses.

The term “Gross Revenue” generally includes, but is not limited to, all fees (including but not limited to user fees and plant investment fees), charges and revenues directly or indirectly derived by the Town for the services furnished by, or use of, the System, or any part thereof, including all

* Preliminary; subject to change.

income attributable to any future dispositions of property or rights or related contracts, settlements, or judgments held or obtained in connection with the System or its operations. Certain revenue is excluded from Gross Revenue, as more particularly described in APPENDIX A attached hereto.

Operation and Maintenance Expenses generally include reasonable and necessary current expenses of the Town, paid or accrued, for operating, maintaining and repairing the System as may be determined by the Town. See “THE BONDS—Security for the Bonds” and “THE SYSTEM.” Gross Revenue and Operation and Maintenance Expenses are more specifically defined in APPENDIX A hereto.

The Bonds are secured by an irrevocable pledge of and lien (but not necessarily an exclusive lien) upon the Net Revenues derived from the System, all as more particularly set forth herein and in the ordinance of the Town authorizing the issuance of the Bonds (the “Bond Ordinance”). The Bonds do not constitute a debt or indebtedness of the Town within the meaning of any applicable constitutional, Charter or statutory provision or limitation. The Bonds are not payable in whole or in part from the proceeds of general property taxes or any other funds of the Town except the Net Revenues, and the full faith and credit of the Town is not pledged for payment of the principal of or interest on the Bonds. See “THE BONDS—Security for the Bonds.”

The Town is prohibited from issuing bonds in the future with a lien on the Net Revenues which is senior or superior to the lien on the Bonds and the Outstanding Parity Obligations. The Bond Ordinance provides conditions for the issuance of one or more series of additional bonds, notes, interim securities or other obligations: (a) having a lien on the Net Revenue which is on a parity with, but not senior or superior to, the lien of the Bonds or the Outstanding Parity Obligations; or (b) having a lien on the Net Revenue which is subordinate or junior to the lien of the Bonds (the “Subordinate Securities”). See APPENDIX A under the caption “SUMMARY ORDINANCE PROVISIONS—Priorities; Liens; Issuance of Parity Bonds—*Issuance of Parity Bonds*” for a description of the conditions for the issuance of Parity Bonds and Subordinate Securities.

Purpose The net proceeds from the sale of the Bonds will be used for the construction, replacement and updating of current wastewater treatment facilities and related sanitary sewer system improvements, and the payment of the costs of issuance of the Bonds (the “Project”). See “THE BONDS—Application of Bond Proceeds.”

[Bond Insurance to be inserted as needed]

Payment Provisions..... The Bonds mature and bear interest at the rates (computed on the basis of a 360-day year of twelve 30-day months) as set forth on the cover page hereof. Interest on the Bonds is payable semiannually on June 1 and December 1 each year, commencing on December 1, 2021. Payments to Beneficial Owners will be made as described in “APPENDIX G—Book-Entry-Only System.”

Record Date The Regular Record Date for the Bonds has been established as the fifteenth day of the calendar month next preceding an interest payment date for the Bonds. See “APPENDIX A.”

Book-Entry-Only Registration The Bonds will be issued in fully registered form and will be registered initially in the name of “Cede & Co.” as nominee for The Depository Trust Company, New York, New York (“DTC”), a securities depository. Beneficial ownership interests in the Bonds may initially be acquired in denominations of \$5,000 in principal amount or integral multiples of \$5,000 in excess thereof through brokers and dealers who are, or who act through, participants in the DTC system (the “Participants”). Such beneficial ownership interests will be recorded on the records of the Participants. Persons for whom Participants acquire interests in the Bonds (the “Beneficial Owners”) will not receive certificates evidencing their interests in the Bonds so long as DTC or a successor securities depository acts as the securities depository with respect to the Bonds. So long as DTC or its nominee is the registered owner of the Bonds, payments of principal and interest on the Bonds, as well as notices and other communications made by or on behalf of the Town pursuant to the Bond Ordinance will be made to DTC or its nominee only. Disbursement of such payments, notices, and other communications by DTC to Participants, and by Participants to the Beneficial Owners, is the responsibility of DTC and the Participants pursuant to rules and procedures established by such entities. See “APPENDIX G—Book-Entry-Only System” for a discussion of the operating procedures of the DTC system with respect to payments, registration, transfers, notices, and other matters. Except as otherwise provided herein, the term “Owner” will refer to the registered owner of any Bond, as shown by the registration books maintained by UMB Bank, n.a., as Bond Registrar (the “Registrar”).

Exchange and Transfer While the Bonds remain in book-entry-only form, transfer of ownership by Beneficial Owners may be made as described under the caption “APPENDIX G—Book-Entry-Only System.” In the event that DTC ceases to act as securities depository for the Bonds, the Bond Ordinance provides for the transfer of Bonds by the Registrar pursuant to specified terms and provisions.

No Redemption..... The Bonds are subject to redemption prior to maturity as described in “THE BONDS—Prior Redemption of Bonds.”

Registration and Denominations..... The Bonds will be issued in denominations of \$5,000 or any integral multiple thereof.

Tax Status **[KR to review]** In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings, and judicial decisions and assuming the accuracy of certain representations and continuous compliance with certain covenants described herein, interest on the Bonds is excludable from gross income under federal income tax laws pursuant to Section 103

of the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, such interest is not a specific preference item for purposes of the federal alternative minimum tax and such interest is excludable from Colorado taxable income and Colorado alternative minimum taxable income under Colorado income tax laws in effect on the date of delivery of the Bonds as described herein. See “TAX MATTERS” herein.

Authority for

Issuance..... The Bonds are issued in accordance with the Constitution of the State of Colorado, the Town’s Charter, the Enterprise Ordinance, Title 57, Article 11, C.R.S., and all other laws of the State of Colorado thereunto enabling, and pursuant to the Bond Ordinance adopted by the Town Council of the Town (the “Council”), acting as the governing body of the Enterprise.

Delivery

Information..... The Bonds are offered when, as, and if executed, delivered and accepted by Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), subject to prior sale and the approving legal opinion of Bond Counsel. It is expected that the Bonds will be available for delivery on or about _____, 2021, against payment therefor.

Financial

Statements..... Appended hereto are the audited general purpose financial statements of the Town as of and for the year ended December 31, [2020], being the most recent audited financial statements available.

ALL OF THE SUMMARIES OF THE STATUTES, ORDINANCES, RESOLUTIONS, OPINIONS, CONTRACTS, AND AGREEMENTS DESCRIBED IN THIS OFFICIAL STATEMENT ARE SUBJECT TO THE ACTUAL PROVISIONS OF SUCH DOCUMENTS. The summaries do not purport to be complete statements of such provisions and reference is made to such documents, copies of which are either publicly available or available upon request and the payment of a reasonable copying, mailing, and handling charge from: Town of Johnstown [Clerk’s Office], 450 South Parish, Johnstown, Colorado 80534, telephone: (970) 587-4664; or Stifel, Nicolaus & Company, Incorporated, 1401 Lawrence Street, Suite 900, Denver, Colorado 80202, phone number (303) 296-2300.

THE BONDS

Prior Redemption of Bonds

Optional Redemption. The Bonds maturing on and before December 1, 20__ are not subject to redemption prior to their respective maturity dates. The Bonds maturing on and after December 1, 20__ are subject to redemption prior to maturity at the option of the Town, in whole or in part in integral multiples of \$5,000, and if in part in such order of maturities as the Town will determine and by lot within a maturity, on December 1, 20__ and on any date thereafter, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date.

Mandatory Sinking Fund Redemption. The Bonds maturing December 1, 2046* are subject to mandatory sinking fund redemption, in part, by lot, on the dates set forth below, upon payment of par and accrued interest, without redemption premium, in the annual amounts set forth below.

December 1 of the Year *	Principal Amount *
2042	\$1,845,000
2043	1,920,000
2044	1,995,000
2045	2,075,000
2046 ¹	2,155,000

* Preliminary; subject to change.

¹ Final maturity, not a sinking fund redemption.

Mandatory Sinking Fund Redemption. The Bonds maturing December 1, 2051* are subject to mandatory sinking fund redemption, in part, by lot, on the dates set forth below, upon payment of par and accrued interest, without redemption premium, in the annual amounts set forth below.

December 1 of the Year *	Principal Amount *
2047	\$2,245,000
2048	2,335,000
2049	2,425,000
2050	2,525,000
2051 ¹	2,625,000

* Preliminary; subject to change.

¹ Final maturity, not a sinking fund redemption.

At its option, to be exercised on or before the forty-fifth day next preceding each sinking fund redemption date, the Town may (i) deliver to the Paying Agent for cancellation any Bonds with the same maturity date as the Bonds subject to such sinking fund redemption; and (ii) receive a credit in respect to its sinking fund redemption obligation for any Bonds with the same maturity date as the Bonds subject to such sinking fund redemption which prior to such date have been redeemed (otherwise than through the operation of the sinking fund) and cancelled by the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each Bond so delivered or previously redeemed will be credited by the Paying Agent at the principal amount thereof to the obligation of the Town on such sinking fund redemption date, and the principal amount of the Bonds to be redeemed by operation of such sinking fund on such date will be accordingly reduced.

Redemption Procedure and Notice. Notice of any redemption of Bonds, which may be a conditional notice, will be given by the Paying Agent in the name of the Town by sending a copy of such notice by electronic means to DTC or by first class, postage prepaid mail, not less than 30 days prior to the redemption date, to the Owner of each Bond being redeemed. Such notice should specify the number or numbers of the Bonds so to be redeemed (if redemption shall be in part) and the redemption date. If any Bond has been duly called for redemption and if, on or before the redemption date, there will have been deposited with the Paying Agent in accordance with the Bond Ordinance funds sufficient to pay the redemption price of such Bond on the redemption date, then such Bond will become due and payable at such redemption date, and from and after such date interest will cease to accrue thereon. Failure to deliver

* Preliminary; subject to change.

any redemption notice or any defect in any redemption notice will not affect the validity of the proceeding for the redemption of Bonds with respect to which such failure or defect did not occur. Any Bond redeemed prior to its maturity by prior redemption or otherwise shall not be reissued and will be cancelled.

Application of Bond Proceeds

The Project. The Town operates two wastewater treatment plants and three lift stations in the System. The System is experiencing significant challenges, due to capacity concerns and the need to meet environmental regulations. The Town previously received a Cease and Desist Order issued by the Colorado Department of Public Health and Environment (“CDPHE”) in connection with its wastewater plants. The Town has met the requirements specified by the order and has submitted a 5-year plan to CDPHE to meet future compliance requirements. **[Please provide copies of all correspondence with CDPHE as well as the 5-year plan submitted to CDPHE]** In accordance with the 5-year plan, the Town has determined to replace the Central Wastewater Treatment Plant (the “Central Plant”) and to expand the treatment capacity of the Low Point Wastewater Treatment Plant (the “Low Point Plant”), as well as construct various updates and improvements to additional System features (collectively and as described in greater detail below, the “Project”). Bond proceeds will be applied to all or any portion of the various components of the Project described in greater detail below.

Central Wastewater Treatment Plant: The Central Plant was constructed in 1951, with the most recent improvements occurring in 2004. The current treatment method utilized at Central Plant is not sufficient to meet permit requirements throughout the year, predominantly during the winter months when wastewater temperatures are too cold, preventing the waste from being effectively processed. As a result, State discharge permit violations occur. Compounding the existing challenges are the additional rules and regulations related to nutrient removal currently in draft form that are expected to be adopted by CDPHE in compliance with the Federal Clean Water Act. Because an expansion of Central Plant would not be sufficient, the Town currently plans to replace the current Central Plant with a new, upgraded wastewater treatment plant. Additional infrastructure expansion will be required to address critical capacity needs due to the rapid growth that is occurring in the community. The infrastructure expansion will allow for additional sewer tap services, which are currently in high demand.

Central Phase I: Central Phase I focuses on increasing the System’s sanitary sewer collection capacity. This initial phase is currently planned to include the construction of a new lift station. The new lift station would handle approximately 5,000 SFE’s upon completion with the capability of installing additional pumps to reach 7,000 SFE’s. The additional improvements will include installation of a new force main to convey the wastewater flows toward the Central Plant. Prior to its destination, gravity sewer improvements will be made on a section of the collection system to meet the additional flows. Connectors to this section will be assessed an additional \$9,500 per single family tap or equivalent for the cost recovery. **[Connell Resources/Hydro Construction]** was contracted to construct the Central Phase I project. Construction began in April 2021 and is scheduled to be completed by December 2021.

Central Phase II: Central Phase II focuses on the elimination of a lift station and the installation of a gravity fed sanitary sewer collector system along a 3.5-mile section of the System that will serve more than 3,000 acres that are currently either in the development phase or the planning stages of development. This section of the collection will ultimately link up with Central Phase I at the newly constructed lift station. Connectors to this section will be assessed an additional \$9,500 per single family tap or equivalent for the cost recovery. The only equipment required for this phase will be yard pipe and manhole materials. Contracts are targeted to be awarded in September 2021, with an estimated start date of October 2021 and estimated completion date of April 2022.

North Interceptor-Design and Construction: The North Interceptor will serve the north side of the Highway 60 corridor with the necessary capacity for future System buildout in the general area. The collection system will have one lift station to traverse a hill more effectively and limit the ultimate depths of the sanitary sewer manholes and collection system. [REDACTED] was contracted in March of 2021 for the design of the North Interceptor project. A construction contract is expected to be executed in March of 2022 with an estimated start date of April 2022 and estimated completion date of December 2023. There are no long-term operational cost increases associated with this project.

To facilitate the financing of these critical System improvements, Town staff recommended at the end of 2020 an increase to sewer monthly fees, which have not been increased since 2015. This increase was to ensure proper maintenance of equipment, repair of equipment, and retainage of employee talent. The increase also will be used to pay for a portion of the replacement and upgrading of the Central Plant described above. In addition to the projects outlined above, the Town may apply Bond proceeds to the development of a utility plan for the System, the expansion of sewer infrastructure into the southern portion of the Town and the completion of various additional System capital improvements. The following table provides a general overview of the Town's current proposed use of Bond proceeds for the various Project components:

Proposed use of Bond Proceeds:

Central Phase I:

Equipment	\$ 7,779,000
Sewer Lines	<u>2,221,000</u>
Sub Total	<u>\$18,000,000</u>

Central Phase II:

Sewer Lines	<u>10,000,000</u>
Sub Total	<u>\$10,000,000</u>

Low Point Wastewater Treatment Plant:

Building	\$7,075,000
Equipment	<u>10,925,000</u>
Sub Total	<u>\$18,000,000</u>

North Interceptor – Design and Construction

Equipment	5,000,000
Sewer Lines	<u>17,000,000</u>
Sub Total	<u>\$22,000,000</u>

Total	<u>\$60,000,000</u>
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Project Description	Capital Expenditure Amount
Utility Plan	\$ 250,000
Central Phase I	8,232,000
Clearview	5,000,000
Central Wastewater Treatment Plan Design	1,800,000
North Interceptor	1,500,000
	<u>\$16,782,000</u>

[Discuss – the highlighted table does not match the anticipated use table; should we expand the first table?]

Estimated Application of Bond Proceeds: The sources and uses of the proceeds of the Bonds is as follows:

SOURCES:

Bond Proceeds.....
 [Net] Original Issue [Premium/Discount]
 Total

USES:

Deposit to Project Fund.....
 Costs of issuance, including Underwriting discount ¹, rating fees,
 professional fees, insurance fees, [Insurance Policy premium,] printing
 costs and contingency
 Total

¹ See “Miscellaneous—Underwriting.”

Security for the Bonds

Special Revenue Obligations. The Bonds are special limited obligations of the Town, acting by and through the Enterprise, payable only out of the Bond Account, into which the Town covenants and agrees to deposit Net Revenues in amounts sufficient to pay the principal of and interest on the Bonds when the same become due and payable, as provided in the Bond Ordinance.

The Town has covenanted in the Bond Ordinance that it will not pledge or create any other lien on the Net Revenues that is superior to the lien thereon in connection with the Bonds. The Town is not prohibited from issuing Subordinate Lien Bonds provided that no Event of Default has occurred and be continuing. See “APPENDIX A—SELECTED DEFINITIONS AND SUMMARY OF ORDINANCE PROVISIONS” appended hereto for a discussion of the requirements for the issuance of Parity Lien Bonds.

Establishments of Accounts. Pursuant to the Bond Ordinance, the Bond Account, [the Reserve Account] and the Project Account are established within the Town’s existing Wastewater Fund. A general description of said accounts is provided below. For a complete description of the accounts created pursuant to the Bond Ordinance see “APPENDIX A—SELECTED DEFINITIONS AND SUMMARY OF ORDINANCE PROVISIONS” appended hereto.

Bond Account. Moneys in the Bond Account will be used solely for the purpose of paying the principal of, premium if any, and interest on the Bonds. On or before the last day of each month,

commencing in the month next succeeding the date of issuance of the Bonds, the Town is to credit to the Bond Account from the Net Revenues, an amount equal to the pro rata portion of the interest and principal to come due on the Bonds on the next succeeding interest payment date and principal payment date, respectively. All deposits to the Bond Account will first be allocated to the payment of interest to come due on the Bonds.

Reserve Account. Moneys in the Reserve Account will be used, if necessary, only to prevent a default in the payment of principal of, premium if any, or interest on the Bonds, and the Reserve Account is pledged to the payment of the Bonds. In the event the amounts credited to the Bond Account are insufficient to pay the principal of, premium if any, or interest on Bonds when due, the Town will transfer from the Reserve Account to the Bond Account an amount which, when combined with moneys therein, will be sufficient to make such payments when due. The Reserve Account will be maintained in the amount of the Required Reserve. If at any time the amount of the Reserve Account is less than the Required Reserve, the Town will deposit to the Reserve Account from Net Revenues, amounts sufficient to bring the amount credited to the Reserve Account to the Required Reserve. Such deposits are to be made as soon as possible after such use, but in accordance with and subject to the limitations of the Section hereof entitled “Deposit of Gross Revenues.”

Project Account. All moneys credited to the Project Account will be applied solely to the payment of the Project Costs. Except to the extent otherwise required by the provisions of the Bond Ordinance, interest income from the investment or reinvestment of moneys credited to the Project Account will remain in and become part of the Project Account. Upon completion of the Project, the balance of moneys in the Project Account, if any, will be transferred to the Bond Account.

Definition of Net Revenues, Gross Revenue and Operations and Maintenance Expenses. The Bond Ordinance generally defines “Net Revenues” as Gross Revenue after deducting the Operation and Maintenance Expenses.

“Gross Revenue” is defined as all fees, including but not limited to user fees and plant investment fees, charges and revenues directly or indirectly derived by the Town for the services furnished by, or use of, the System, or any part thereof, including all income attributable to any future dispositions of property or rights or related contracts, settlements, or judgments held or obtained in connection with the System or its operations. Notwithstanding the foregoing, the definition of Gross Revenue expressly excludes (a) moneys borrowed and used for providing Capital Improvements (as defined below); (b) any money and securities, and investment income therefrom, in any refunding fund, escrow account, or similar account pledged to the payment of any bonds or other obligations for the purpose of defeasing the same; and (c) any moneys received as grants or appropriations from the United States, the State of Colorado, or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom.

“Operation and Maintenance Expenses” is defined as all reasonable and necessary current expenses of the Town, paid or accrued, for operating, maintaining, and repairing the System, including without limitation legal and overhead expenses of the Town directly related to the administration of the System; provided however, that there shall be excluded from Operation and Maintenance Expenses any allowance or transfers for depreciation, payments in lieu of taxes or franchise fees, legal liabilities not based on contract, expenses incurred in connection with Capital Improvements, payments due in connection with any bonds or other obligations issued to provide Capital Improvements, and charges for the accumulation of reserves.

As used above, “Capital Improvements” is defined as the acquisition of land, water or water rights, easements, facilities, and equipment (other than ordinary repairs and replacements), and the construction or reconstruction of improvements, betterments, and extensions, for use by or in connection with the System which, under Generally Accepted Accounting Principles for governmental units as prescribed by the Governmental Accounting Standards Board, are properly chargeable as capital items.

See “APPENDIX A—SELECTED DEFINITIONS AND SUMMARY OF ORDINANCE PROVISIONS” appended hereto.

Rate Maintenance Covenant. The Town hereby covenants that it will establish, maintain, enforce, and collect rates, fees, and charges for services furnished by or the use of the System to create Gross Revenue each Fiscal Year sufficient to pay Operation and Maintenance Expenses and to create Net Revenues in an amount: (a) equal to not less than 110% of the amount necessary to pay when due the principal of and interest on the Bonds and any Parity Lien Obligations coming due during such Fiscal Year; (b) sufficient to make up any deficiencies in the Reserve Account; and (c) sufficient to make any required reimbursement due in connection with the Reserve Surety Bond, if any. In the event that the Gross Revenue at any time is not sufficient to make such payments, the Town must promptly increase such rates, fees, and charges to an extent which will ensure the payments and accumulations required by the Bond Ordinance.

Flow of Funds. Immediately upon the issuance of the Bonds, all Gross Revenue then held by the Town will be credited to the Wastewater Fund. Thereafter, the Town will credit to the Wastewater Fund all Gross Revenue immediately upon receipt. The Town will pay from the Wastewater Fund all Operation and Maintenance Expenses as they become due and payable. After such payment or the allocation of Gross Revenue to such payment, the Town will apply the Net Revenue in the following order of priority:

FIRST, to the credit of the Bond Account, the amounts required by the Ordinance entitled “Bond Account,” and to the credit of any other account established for the payment of the principal of, premium if any, and interest on Parity Lien Obligations, the amounts required by the instruments authorizing or controlling the payment of such Parity Lien Obligations;

SECOND, to the credit of the Reserve Account, the amounts required by the Ordinance entitled “Reserve Account” and any similar reserve account established to prevent a default in the timely payment of Parity Lien Obligations;

THIRD, to the payment and reimbursement of all amounts due in connection with the Reserve Surety Bond and any similar surety or reserve account contract for Parity Lien Obligations;

FOURTH, to the credit of any other fund or account hereafter established for the payment of the principal of, premium, if any, and interest on subordinate lien obligations, including any sinking fund, reserve fund, or similar fund or account established therefor, the amounts required by the ordinance or other enactment authorizing issuance of the subordinate lien obligations; and

FIFTH, to the credit of any other fund or account as may be designated by the Town, to be used for any lawful purpose, any moneys remaining in the Wastewater Fund after the payments and accumulations set forth in First through Fourth above.

Additional Bonds. The Bond Ordinance permits the issuance of Parity Lien Bonds and Subordinate Lien Bonds only. The test for the issuance of Parity Lien Bonds requires, among other things, that for any 12-month period during the 18-month period immediately preceding the date of issuance of such Parity Lien Bonds, the Net Revenue is sufficient to pay an amount equal to at least 110% of the sum of the Combined Maximum Annual Principal and Interest Requirements for the outstanding Bonds, outstanding

Parity Lien Bonds, if any, and the Parity Lien Obligations proposed to be issued. See “APPENDIX A—SELECTED DEFINITIONS AND SUMMARY OF ORDINANCE PROVISIONS” appended hereto.

Protective Covenants and Additional Bonds. For a description of the various protective covenants set forth in the Bond Ordinance, as well as other provisions such as the test for the issuance of additional bonds, see “APPENDIX A—SELECTED DEFINITIONS AND SUMMARY OF ORDINANCE PROVISIONS” appended hereto.

Bond Ordinance Irrepealable. The Bond Ordinance provides that after the Bonds have been issued, the Bond Ordinance will be and remain a contract between the Town and the Owners of the Bonds and will be and remain irrepealable until all amounts due with respect to the Bonds will be fully paid, satisfied and discharged and all other obligations of the Town with respect to the Bonds will have been satisfied in the manner provided herein.

Debt Service Coverage

The following table sets forth the historical annual coverage provided by Net Revenue for the payment of the Town’s Wastewater Revenue Bonds, Series 2021 and annual coverage for \$_____* (which is the maximum annual debt service on the Bonds) which would have been provided by the Net Revenue on an historical basis. See “—Debt Service Requirements” below for the debt service requirements for the Bonds. There can be no assurance that collections of Net Revenue, will continue at the levels stated below, or that coverage factors in future years will remain at such levels. See “THE SYSTEM—System Financial Information.”

TABLE I
Debt Service Coverage

	2016	2017	2018	2019	2020 (unaudited)
Charges for Services	\$1,755,720	\$1,831,209	\$1,919,222	\$2,045,675	\$2,130,323
[Tap] Fees [are tap fees included in charges for services?]	222,040	191,240	171,500	1,174,298	722,150
Other Revenue	83,246	25,538	22,258	34,369	16,520
Total Revenue	1,838,966	1,856,747	1,941,480	2,080,044	2,146,843
Operation and Maintenance Expenses	1,321,142	1,394,800	1,452,503	4,685,053 ¹	1,570,001
Net Revenues					
Maximum Annual Debt Service for the Bonds*					
Maximum Annual Coverage Factor for the Bonds*					

* Preliminary; subject to change.

Source: Town of Johnstown Finance Department and the Underwriter

* Preliminary; subject to change.

Debt Service Requirements

Set forth in the following table is the debt service requirements for the Bonds. See the cover page of this Official Statement for the actual interest rates for each maturity of the Bonds. See “THE SYSTEM—System Capital Improvements and Long-Term Planning—*Anticipated Debt Financing.*”

TABLE II
Bond Debt Service Requirements ¹

Year*	The Bonds		Annual Total
	Principal*	Interest	
2021	\$ 345,000		
2022	795,000		
2023	835,000		
2024	875,000		
2025	920,000		
2026	965,000		
2027	1,015,000		
2028	1,065,000		
2029	1,120,000		
2030	1,175,000		
2031	1,230,000		
2032	1,295,000		
2033	1,345,000		
2034	1,400,000		
2035	1,455,000		
2036	1,515,000		
2037	1,575,000		
2038	1,635,000		
2039	1,700,000		
2040	1,770,000		
2041	1,840,000		
2042	1,915,000		
2043	1,990,000		
2044	2,070,000		
2045	2,155,000		
2046	2,240,000		
2047	2,330,000		
2048	2,425,000		
2049	2,520,000		
2050	2,620,000		
2051	2,725,000		
Total	<u>\$49,920,000</u>		

*Preliminary; subject to change.

^[1] Assumes no redemptions, other than mandatory sinking fund redemption payments. Figures have been rounded.]

Source: The Underwriter

[BOND INSURANCE]

[Set forth below is a brief summary of certain information concerning the Insurer and the terms of the Insurance Policy. Information with respect to the Insurer and the Insurance Policy has been supplied to the Town by the Insurer. The following discussion does not purport to be complete and is qualified in its entirety by reference to the Insurance Policy.]

INVESTMENT CONSIDERATIONS

THE PURCHASE OF THE BONDS IS SUBJECT TO CERTAIN RISKS. EACH PROSPECTIVE INVESTOR IN THE BONDS IS ENCOURAGED TO READ THIS OFFICIAL STATEMENT IN ITS ENTIRETY. PARTICULAR ATTENTION SHOULD BE GIVEN TO THE FACTORS DESCRIBED BELOW WHICH, AMONG OTHERS, COULD AFFECT THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS, AND COULD ALSO AFFECT THE MARKET PRICE OF THE BONDS TO AN EXTENT THAT CANNOT BE DETERMINED.

COVID-19

[Review and revise specific to Town] The spread of the coronavirus disease 2019 (“COVID-19”) is currently altering the behavior of individuals and businesses in a manner that is having significant negative effects on global, national, and local economies and could result in municipal operations and revenues being vulnerable to the potential economic effects of the pandemic. Federal, state and local governments have taken significant steps to address the impacts of COVID-19. Such steps include various announced orders, recommendations and other measures intended to slow the spread of COVID-19, including the closing of businesses (or, in connection with social distancing, requiring the implementation of restrictive measures with respect to the provision of goods and services) as well as “shelter in place” orders. Orders issued by the State may be viewed at <https://covid19.colorado.gov> and the Town’s response relating to COVID-19 may be viewed at <https://johnstown.colorado.gov/covid>. These COVID-19 measures are changing rapidly, often daily and in some cases, multiple times in a single day. Unemployment claims are accelerating in many areas due to these developments concerning COVID-19.

On May 28, 2020, Governor Polis signed Executive Order D2020-070 (the “Executive Order”), directing the use of federal funds received by the State and local governments pursuant to the federal Coronavirus Aid, Relief, and Economic Security Act of 2020 (the “CARES Act”). Among other measures intended to provide relief, the CARES Act established the Coronavirus Relief Fund (the “CRF”), which provides payments to state, local and tribal governments to assist with the impacts of COVID-19. On December 30, 2020, Governor Polis signed Executive Order D2020-295, amending the Executive Order to extend the deadline for expenditure of CRF funds until December 31, 2021. The Department of Local Affairs (“DOLA”) oversees the distribution of these funds to reimburse costs to Colorado counties, municipalities and special districts for necessary expenditures incurred due to COVID-19 which were not accounted for in the State budget as of March 27, 2020 (the date of enactment of the CARES Act) and which were incurred during the period that begins on March 1, 2020, and ends on December 31, 2021.

In 2020, the Town received approximately \$[] through the CARES Act. As of [], 2021, the Town has expended approximately \$[] of the CARES funds on increased costs associated with complying with the public health orders, and the funding of a small business microgrant program to help local businesses. **[Recently, the Town was informed that it may receive an allocation of additional CARES Act federal funds in 2021, in an anticipated amount of \$[].]**

The Town has implemented various assistance programs for businesses with regard to submitting sales and use tax collections as well as a loan program for small businesses with less than \$2 million in gross sales.

The Town is closely monitoring the impact of COVID-19 on its operations and ultimately, the underlying financial impact on its revenues. It is unknown how extensive the spread of COVID-19 will be in the Town or the State, or how long the current restrictions will remain in place, and these things may change rapidly. The Town did not experience significant, material impact on other revenues during 2020, but the timing of cash flows was slowed in early 2020 which has since corrected itself. Due to the essential nature of the Town's utility services, the Town currently does not anticipate a significant, material impact on its annual revenues; however, it is not possible to ultimately predict whether current economic conditions will continue or worsen, the duration of such changing conditions, or how future short term and long term economic conditions will affect the Town's finances in general.

Limited Obligations

The Bonds do not constitute a lien upon any real or personal property of the Town. Rather, the Bonds constitute an irrevocable but nonexclusive first lien upon the Net Revenue and the moneys on deposit from time to time in certain accounts of the Wastewater Fund. Therefore, the payment of the principal of, premium if any, and interest on the Bonds is dependent on the Town's receipt of sanitary sewer user fees. See "THE SYSTEM." Bondholders may not look to any general or other revenues of the Town, including without limitation the proceeds of ad valorem taxes, for the payment of the principal of, premium if any, and interest on the Bonds, and the Bonds do not constitute a debt or an indebtedness of the Town within the meaning of the Charter or any constitutional provision or limitation; nor will they be considered or held to be general obligations of the Town.

Issuance of Additional Debt

The Town currently [does not plan/plans] to issue additional debt to finance its water capital program.

Environmental Regulations

The operation of the System, including the administration of its sources of supply, is subject to substantial environmental protection regulation under local, State and federal law. Due to the ever-changing environmental regulatory environment, there can be no assurance that new laws and regulations or new interpretations of existing laws and regulations will not frustrate or delay otherwise feasible projects or result in increased capital and operating expenses for the System.

Future Changes in Laws

In addition to the various federal, state and local laws that apply to the operation of, and liability relating to, the operation of wastewater systems (see "—Environmental Regulations" above), various Colorado and federal laws and regulations also apply to the obligations created by the issuance of the Bonds. There can be no assurance that there will not be changes in interpretation of, or additions to, the applicable laws and regulations which would have a material adverse effect, directly or indirectly, on the operation of the System or the Enterprise, or on the general affairs of the Town.

Secondary Market

There is no guarantee that a secondary trading market will develop for the Bonds. Consequently, prospective bond purchasers should be prepared to hold their Bonds to maturity or prior redemption. Subject to applicable securities laws and prevailing market conditions, the Underwriter intends but is not obligated to make a market in the Bonds.

Enforceability of Bondholders' Remedies Upon Default

In the event of a default in the payment of principal of or interest on the Bonds, there is no provision for acceleration of maturity of the principal of the Bonds. Consequently, remedies available to registered owners and Beneficial Owners of the Bonds may have to be enforced from year to year. Moreover, there is no bond trustee or similar person or entity to monitor or enforce the provisions of the Bond Ordinance on behalf of the registered owners and Beneficial Owners of the Bonds, and therefore such registered owners and Beneficial Owners of the Bonds should be prepared to enforce such provisions themselves if the need to do so ever arises.

The remedies available to the owners of the Bonds upon a default are in many respects dependent upon judicial action, which is often subject to discretion and delay under existing constitutional law, statutory law and judicial decisions, including specifically the federal bankruptcy code. The legal opinions to be delivered concurrently with delivery of the Bonds will be qualified as to enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization and insolvency or other similar laws affecting the rights of creditors generally, now or hereafter in effect; to usual equity principles which may limit the specific enforcement under state law of certain remedies; to the exercise by the United States of America of the powers delegated to it by the federal constitution; and to the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the state and its governmental bodies in the interest of serving an important public purpose.

Factors that May Cause Insufficiency of Expected Revenues

The generation of Net Revenues is dependent upon several factors outside the Town's control, such as the economy, collection of fees, continued growth (or lack thereof) and changes in law. It is impossible to predict whether current economic conditions will continue, better or worsen, or to predict how future conditions will affect the operation of the System or the Enterprise's finances in general. The following factors, among others, may impact the generation of Net Revenues in the future.

General. Payment of the Bonds is dependent upon the generation of sufficient Net Revenues of the System. If the System becomes inoperable due to damage, destruction, environmental or governmental restriction or for any other reason, if the System should lack raw water or lack treatable water due to contamination, lack of adequate supply to serve existing customers due to drought or for any other reason, if the System has inadequate storage or transmission facilities, if the Town is unable to increase rates and charges for any reason or if the Enterprise incurs unanticipated expenses or reduced revenues due to power rate increases or for any other reason, the Town may be unable to generate adequate revenues from the System to pay debt service on the Bonds. No assurance can be made that the generation of Net Revenues from the System will be sufficient to pay debt service on the Bonds, even in observation of the rate maintenance covenant provided in the Bond Ordinance. See "THE BONDS—Security for the Bonds—Rate Maintenance Covenant."

Fluctuations in Sanitary Sewer Revenues. Fluctuations in sanitary sewer revenues can be exacerbated by the fixed nature of the System's costs as the fixed cost of processing wastewater does not vary considerably when the amount of wastewater used by customers varies. The inconsistency between a

fixed cost structure and a variable revenue structure causes annual budgeting and financial instability and uncertainty. It is not possible to predict what impacts, if any, such inconsistency might have on future System revenues.

[Discuss] Annexations and Town Growth. Annexations are encouraged in the Town for the areas that are within the Town's Growth Management Area. While the Town is approximately 14 square miles, the Town's Growth Management Area is approximately 48 square miles allowing for substantial growth and development in the short- and long-term time frames. The Town has boundary agreements with most of its neighboring communities that help to ensure that the respective long-term growth boundaries are preserved and respected. While tax exempt lands do exist within the community, they are not exempt from utility impact fees and services which will ensure repayment of the debt issuance for these projects. Furthermore, those tax-exempt entities represent approximately 5% of the total land in the incorporated area of the Town. Consequently, they do not financially burden the Town from revenue when compared to the expenditures and services expected by the community. The Town has a development and business friendly environment working collaboratively with development to create meaningful communities that serve both the citizens and the regional commerce.

THE SYSTEM

The Enterprise

The Enterprise was established in 1994 by Resolution No. 5-94. The Council serves as the governing body of the Enterprise, and the officers of the Council and of the Town serve as officers and the governing body of the Enterprise. Powers of the Enterprise include, but are not limited to, the power to issue revenue bonds in the manner in which Town revenue bonds may be issued without voter approval in advance and to pledge any revenues of the System to the payment of such revenue bonds. The Town is to continue to own the assets of the System, acquire and convey properties constituting part of the System, employ and discharge the officers, managers and employees of the System, keep books and records relating to the System, invest and manage funds, budget and appropriate revenues and expenditures relating to the System, fix, adjust and collect water and wastewater rates, fees, tolls and charges and tap fees, and prescribe rules and regulations relating to the System. See "APPENDIX D—THE TOWN—Constitutional Amendment Limiting Taxes and Spending" for a discussion of the TABOR amendment.

The performance of the obligations of the Enterprise under the Bond Ordinance is not subject to the limitations of TABOR so long as the Enterprise continues to qualify as an "enterprise" under TABOR. According to Bond Counsel, if the System is disqualified as an enterprise under TABOR, (i) the Town may continue to impose and increase fees, rates, and charges of the System without voter approval but subject, however, to the refund requirements of TABOR; (ii) all Net Revenues used to pay debt service on the Bonds will be excluded from the refund requirements of TABOR; and (iii) if the Town is required to reduce spending in order to comply with its fiscal year spending limit under TABOR, the Town will first be required to reduce spending for purposes for which it does not have an obligation under law or by contract prior to reducing spending required to comply with the other covenants contained in the Bond Ordinance.

The Enterprise is responsible for the collection and treatment of the Town's wastewater. The Town operates two wastewater treatment plants and three lift stations in the system. The Enterprise also has many significant challenges in the future. These challenges include the need to expand the treatment capacity of the Low Point Plant, replacement of the Central Plant due to the lagoon system not being capable of meeting current and future discharge treatment requirements, and expansion of the collection (interceptor) system, which is at or near capacity.

To afford some of these critical improvements that serve the current residents, at the end of 2020, Staff recommended an increase to Wastewater monthly fees which have not increased since 2015. This increase was to ensure proper maintenance of equipment, repair of equipment, and retainage of employee talent. The increase also will be used for the purposes of replacing the existing Central Plant that was first constructed in 1951 and upgrades to this plant were most recently made in 2004. Unfortunately, as previously mentioned the treatment method is not sufficient to meet permit requirements throughout the year, predominantly during the winter months when wastewater temperatures are too cold so the bugs do no process the waste effectively. As a result, violations with the state discharge permits occur.

To accommodate new growth, the Town embarked on an aggressive project to install interceptors that are normally constructed by developers based on their planned expansions. To recover these costs, the Town also implemented a new Regional Impact Fee in the Central Plant Sewer Service Area. The newly established fee, is an additional \$9,500 in addition to the current sewer tap fee. This additional fee will be used to recover the costs of the interceptor improvements with the intent to not burden the existing customers with this financial obligation. The Bonds will finance these improvements, with debt service financed by the Regional Impact Fee (new development). Existing customers will not be expected to cover or be burdened by this cost. See “THE BONDS—Application of Bond Proceeds—*The Project*.”

System Management

The management of the System is established by the Public Works Department, with guidance from the Town Manager’s Office and review and approval by the Council. The following individuals are the managers responsible for the System.

Director of Public Works. The responsibilities of the Town Public Works Director include, but are not limited to, all aspects of operations and infrastructure needed to provide high quality street, water and wastewater services to the community. **[Please review and confirm responsibilities]**

Marco Carani was hired as the Director of Public Works in January, 2019. Mr. Carani has nine years of experience as a municipal Public Works Director. Prior to his employment with the Town, Mr. Carani was Director of Public Works for Frederick, Colorado for nearly four years and for Fort Lupton, Colorado for three years. Mr. Carani currently holds class 2 certifications in collection and distribution and serves on the executive committee for North Front Range Water Quality Planning Association. **[Please provide educational background]**

Deputy Director of Public Works. The responsibilities of the Deputy Town Public Works Director include, but are not limited to, all aspects of operations and infrastructure needed to provide high quality street, water and wastewater services to the community. **[Please review and confirm responsibilities]**

Ellen Hilbig was hired as Deputy Public Works Director in [], 20[21]. Ms. Hilbig, has six years of experience working as a Civil Engineer, four years with Longmont, Colorado and over two years as the City Engineer for Delta, Colorado. Ms. Hilbig obtained her Colorado Professional Engineer certification **[from where?]** and has completed the APWA Public Works Institute, where she currently sits on the Board.

Wastewater Facilities

The Town’s Wastewater Utility Service Areas (“WUSA”) encompasses approximately 45 square miles of annexed property, with anticipated expansion into the Growth Management Area as illustrated on the “TOWN MAP.” **[Please confirm the Town Map is the correct map for this description]** Approximately 76 miles of sewer line constitute the system which are 8” to 12” in diameter with 15” to 18” interceptors. The WUSA consists of two wastewater treatment plants as more fully described below and can currently serve

a population of 20,000 or approximately 6,800 taps until the year 2026. The Town has two areas of infiltration located under the Hillsboro Ditch. The infiltration is limited to not more than 30 gallons per day from both locations during the months of April through September. The Town has three sanitary lift stations.

Central Wastewater Treatment Plant. The Central Plant service basin (approximately 55% of the WUSA) is located East of Town on Highway 60. The Central Plant is an aerated lagoon plant that was constructed and placed on-line in 1951. The Central Plant has been operated and maintained by the Town since 1951, and was expanded in 1981 and again in 2004 to treat 750,000 gallons of wastewater per day with a lagoon plant with a Moving Bed Biofilm Reactor (“MBBR”) and dissolved air flotation treatment process which discharges into the Little Thompson River. The Central Plant basin sewer system is a mix of older and newer sewer sub-systems. The older portion (Old Town, or downtown area) contains a mix of PVC and older clay tile sewers. Most of the rest of the Central Plant system is newer PVC (SDR 35 or similar) construction. The current (existing) public system includes approximately 9.8 miles of 8”-21” gravity sewers, three lift stations, and approximately 2.7 miles of 4”-12” force mains. With exception of the older clay tile sewers, infiltration and inflow (“I&I”) is relatively minimal in the system. When the plant was upgraded, it was designed to accommodate an increase in capacity to treat 1,500,000 gallons of wastewater per day.

The lagoon facility with a post-lagoon Moving Bed Biological Reactor (“MBBR”) historically has had issues meeting discharge limitations for ammonia and total suspended solids (“TSS”). The lagoons over time have become filled with settled solids and no longer have adequate operating volume, resulting in less biochemical oxygen demand (“BOD”) and ammonia removal. Additionally, low water temperatures are observed as the wastewater flows through the lagoons, which slows the rate of wastewater treatment and causes ammonia discharge limitation exceedances. TSS exceedances have been caused by solids carry-through in the lagoons and a lack of proper chemical dosing in the Dissolved Air Flotation System (secondary clarifier). Equipment at the Central WWTP are aged and at the end of their useful lifetimes, and are not adequate to meet potential more stringent discharge limitations in future discharge permit cycles. Lastly, based on the Town’s growth projections, the facility will require hydraulic and organic treatment capacity expansions in the next couple of years.

Significant new development is occurring and/or is planned within the WUSA. Currently the Town has under construction or in design, and/or has master planned for future design/construction approximately 12.6 miles of 12”-30” gravity interceptors, two new lift stations, and 1.2 miles of 12” & 16” force mains. These new interceptors are split between the Town’s new north interceptor system and the Central Interceptor system. Two of the three existing lift stations will be decommissioned as part of the expansion program. Accordingly, with the two new lift stations, the overall Central Plant system will still have a total of a total of three lift stations.

The Central Plant project will construct a new wastewater treatment facility to replace the old aging aerated lagoon plant. The current plant is a .999 million gallons per day (“MGD”) plant and needs to be replaced with a 2.5 MGD plant. Current plant daily flow rates average .811 mgd, with a low flow of 0.147 mgd, and a high flow of 1.439 mgd with a BOD loading of 300 – 450 MG/l. The loading of the Central Plant rated capacity of .999 is 2213 lbs/day with required monitoring and 85% removal.

Not included in the above sewer totals is the future southwest interceptor (“SWI”) system. Other than preliminary projections of sanitary flows from the overall SWI service area, which was needed for design sizing of the Central Interceptor system downstream of the SWI connection point, detailed master planning and conceptual layout of the SWI has not yet occurred.

Low Point Wastewater Treatment Plant. The Low Point Plant service basin (approximately 45% of the WUSA) is located on Highplains Blvd and was completed in 2005 to treat 500,000 gallons of wastewater per day using a Sequencing Batch Reactor (SBR) system which discharges into the Big Thompson River. The plant can be upgraded to treat 1,000,000 gallons of wastewater per day.

The treatment facility historically has had issues meeting discharge limitations for pH and ammonia, partly due to higher strength influent wastewater than was planned during the original design. For this reason, the Low Point Plant has reduced treatment capacity. Also, based on the Town's growth projections, the facility will require hydraulic and organic treatment capacity expansions. Presently, the treatment facility lacks a dependable and permanent solids handling system, which requires more operation and maintenance and limits the Town's ability to control solids in the treatment process. Generally, equipment is operational and in good condition, however most equipment is aged and approaching the end of their useful lifetimes.

The Low Point Plant system was constructed and placed on-line in 2006 and consists of an influent lift station, headworks, sequencing batch reactors ("SBRs"), aerobic digesters, chlorine disinfection, and outfallpipe. Biosolids generated by the secondary treatment process are stabilized in aerated digesters and landfill disposed using a contract hauling service. The Town operates the Low Point Plant with rated hydraulic and organic capacities of 0.5 million gallons per day (mgd) and 1,000 pounds per day (ppd) biochemical oxygen demand BOD, respectively with an average daily flow of 0.265 mgd, a low flow of 0.170 mgd, and a high flow of 0.396 mgd. The Low Point Plant mainly receives and treats municipal (domestic) wastewater with small fractions of commercial and industrial wastewater. The facility discharges treated effluent to the Big Thompson River (Segment COSPBT05) per the Colorado Discharge Permit System discharge permit CO0047058 administered by the Colorado Department of Public Health and Environment ("CDPHE"). The Low Point Plant basin sewer system is generally the newer sewer system area of the Town. The public sanitary sewers typically are PVC (SDR 35 or similar), ranging from 8"- 21" in size. The current system is entirely a gravity system, with no lift stations. I&I in the Central Plant is minimal. New developments (commercial and residential subdivisions) in the Low Point Plant basin are occurring, and associated expansion of the sewer system will be ongoing.

The expansion of the existing Low Point Plant, in addition to construction and installation of new processes and process equipment will include the modifications and upgrades to several of existing unit processes. Ultimately, the proposed facility expansion is expected to increase the total hydraulic and organic capacities to 1.5-mgd and 4,880 pounds per day ("ppd") BOD, respectively. In general, the Project is expected to include the following components: (i) new influent self-flushing pumping station; (ii) new headworks building with fine screening, grit removal, and flow monitoring; (iii) advanced biological treatment processes capable of secondary treatment and biological nutrient removal (BNR, nitrogen and phosphorus removal); (iv) MBR system and return activated sludge ("RAS") pumping improvements; (v) in-line UV disinfection system; (vi) biosolids handling improvements for treatment and storage; and (vi) upgraded electrical and instrumentation and controls systems.

Process Description The expansion of the WWTP is designed as a membrane bio-reactor (MBR) facility and will include fine screening and grit removal, preceded by an influent pump station. Anoxic, anaerobic, and aerobic basins will be constructed for conventional activated sludge treatment. Eductor mixers will be used for mixing in the anoxic and anaerobic basins. Fine bubble diffusers will be installed to provide mixing and oxygen transfer in the aerobic (oxic) basins. Flow is then conveyed into MBR tanks where the effluent liquid will be separated from the mixed liquor solids. Effluent liquid will be disinfected utilizing an in-line UV disinfection system. Effluent from the UV system will be gravity conveyed to plant outfall for final disposal. Waste Activated Sludge ("WAS") removed from the MBR process will be pumped to solids holding tanks where the sludge will be mixed and aerated prior to dewatering. See "LOW POINT WWTF EXPANSION MEMBRANE BIO-REACTOR" for the preliminary site layout. "THE

BONDS—Application of Bond Proceeds—*The Project*” and “—System Capital Improvements and Long-Term Planning” below.

System Capital Improvements and Long-Term Planning

The Town has used existing funds to finance all improvements made over the past five years. Completed improvements include the following: aeration/mixers were added and the airline replaced on MBBR at the Central Wastewater Treatment Plant.

In 2019, the Town contracted with IMEG Corporation (“IMEG”) to conduct a system wide study and evaluation of the sanitary sewer system (the “System”) benefitting the properties located in the sewer shed basin, served by the central wastewater treatment plant (the “Region”), (the “Study”). The Study included an assessment of development and a calculation of the remaining available capacity in the existing lift stations and sanitary sewer interceptor lines and concluded that, despite the potential for many thousands of new residential dwelling units, the Town could only issue approximately five to seven hundred additional residential building permits in the Region until major upgrades to the System were undertaken. Without such upgrades, a moratorium would need to be considered upon the delivery of wastewater flows delivered to the Central Plant. As part of the Study, IMEG analyzed the best locations to install the necessary infrastructure in the Region to expand the System and deliver additional wastewater flows to the Central WWTP. The Study concluded that three new system interceptor lines should be installed and a new lift station should be constructed to serve the Region including: (i) a sanitary sewer interceptor line from the Johnstown Farms development to the Central WWTP; (ii) a sanitary sewer interceptor line generally located at I-25 to the Central WWTP north of State Highway 60; (iii) a sanitary sewer interceptor line generally located from I-25 along State Highway 60 connecting to the Johnstown Farms lift station; and (iv) new lift station at Johnstown Farms with an additional force main to accommodate a larger design flow (collectively the “Improvements”). See also “THE BONDS—Application of Bond Proceeds—*The Project*.”

Capital Improvements. Repair and replacement projects are necessary for maintaining the integrity of the System’s infrastructure. Improvement and expansion projects are also needed to address growth as the Town moves toward build-out. To address these needs, a 10-year Capital Improvement Project (the “CIP”) was developed. The CIP is updated annually in conjunction with the Town’s budget process to ensure that the appropriate projects are undertaken. Master plans have been compiled for all aspects of the System to ensure that the infrastructure is routinely maintained in excellent condition. These plans are regularly updated to assist with prioritizing infrastructure repairs, replacements and improvements. [With the exception of the Project,] the Town generally plans to use existing fund balance and revenues to fund most, if not all, of the projects. **[Please provide CIP]**

The following table summarizes the proposed System improvements that Town staff anticipates to be partially or fully funded using Bond and additional debt proceeds. These projects were adopted by the Council on [____] 2020 for fiscal year 2021 (the next update to the Capital Improvement Program will cover fiscal years [____]). See “THE BONDS—Application of Bond Proceeds.”

2021 Sewer Fund Bond Proceeds Spending Plan

	Estimated Project Cost	Anticipated Debt Proceeds ¹
Phase I Central Collection Line to Central WWTP		
Phase I North Interceptor Line (Design Only)		
Phase II Central Interceptor Line (Design and Construction)		
Low Point WWTP Expansion Construction Phase I		
Central WWTP Expansion (Design Only)		
Total		<u>\$57,774,700</u>

¹Includes a portion of Bond proceeds. See "THE BONDS—Application of Bond Proceeds."

Customer Information

The Town classifies its sewer customers as residential and commercial inside or outside of Town. A breakdown of the accounts served as of December 31, 2020 as compared to the year ended December 31, 2019, is set forth below.

TABLE III
Estimated Sewer Accounts by Classification

Classification	2019		2020	
	Inside	Outside	Inside	Outside
Residential			5,388	3
Commercial			<u>204</u>	<u>4</u>
Total			<u>5,592</u>	<u>7</u>

Source: Town of Johnstown Finance Department

TABLE IV
2020 Largest Customers of the Sewer System ¹

Customer	Total User Charge Revenue Collected	Percent of Total Service Charges Collected ²
RV Retreat	\$15,040	0.71%
Canyon Bakehouse	14,017	0.66
HJJ LLC	12,633	0.59
TA Operating	10,881	0.51

¹ The four largest customers of the System, in aggregate, accounted for approximately 2.47% of actual total service charge revenues during 2020. No other customers represent more than .05% of the services charged. **[add a line for "Residential" or other category?]**

² Based on total Sewer Service revenues of \$2,130,323.

System Financial Information

See “—System Capital Improvements and Long-Term Planning—*Rates and Tap Fee Policy*” above for a discussion of the Town’s policy with respect to establishing tap fees and usage fees.

Sewer Fund Revenues

The funds received from the collection of charges and rentals to the System are deposited, paid out and applied only in the manner and form provided for the issuance of wastewater revenue bonds for the Town, for the purpose of extending and improving the Town’s sanitary sewer system and treatment plant, such funds to be known and established as the “Sanitary Sewer Bond Fund,” but nothing contained in this Chapter should be construed in any way to prevent the Council from applying and crediting to such fund available money derived from any other sources.

Wastewater Fund revenues are generally made up of customer receipts, tap fees, and grants. The Wastewater Fund Revenue Sources table below lists the major revenue sources, as well as the amounts that are projected for 2021.

Wastewater Revenue Sources

Source	Amount	Percent of Total
Charges for Services	\$ 2,123,500	3.68%
Interest	7,200	0.01
Regional Impact Fees	400,000	0.69
Tap Fees	792,000	1.37
Debt Proceeds	54,450,000	94.25
Miscellaneous	<u>2,000</u>	<u>0.00</u>
Total	<u>\$57,774,700</u>	100.00%

Regional Sewer Fee. In December of 2020, the Council adopted Ordinance No. 2020-190 to amend Article II of Chapter 13 of the Johnstown Municipal Code, adding Section 13-55, and establishing a regional sewer fee (the “Regional Sewer Fee”). The Regional Sewer Fee was effective as of January 1, 2021 and will be levied and assessed at the rate of \$9,500 per single family equivalent (“SFE”), to property owners in the region at the time of the issuance of a building permit. The Regional Sewer Fee will not be charged for any alterations or expansions of existing buildings where no additional dwelling units or square footage is added; the construction of assessor buildings or structures that do not add dwelling units of square footage to the principal building or use of the land; the replacement of a destroyed or partially destroyed building or structure with a new building or structure of the same square footage; or additional residential dwelling units in existing established subdivisions or on a property subject to approved final plats wherein the Town committed to provide water and sewer service pursuant to a water and sewer service agreement executed prior to January 1, 2021. The Regional Sewer Fee is not to be construed as an impact fee or development charge within the meaning of Section 29-20-104.5, C.R.S., as amended, but as a special fee within the home rule authority of the Town. The schedule of Regional Sewer Rates are set forth in the following table:

Regional Sewer Fee

Regional Sewer Improvement Fee:	
Per Single Family Equivalent	\$9,500
Duplex and Triplex (per unit)	7,500
Town Homes <12 unites/acers (per unit)	6,500
Town Homes >12 units/acres (per unit)	6,000
Multi-Family (per unit)	5,000
Commercial, Industrial and Other (per SFE)	9,500

The revenues recognized from the Regional Sewer Fee will be remitted to the Enterprise and deposited into the Wastewater Fund. The funds will be used solely for the cost of the Improvements and will not be used for the operation and maintenance of the System or for any other purpose. The Town, acting on behalf of the Enterprise, will keep an accurate accounting of the cost of the Improvements and the revenues collected from the Regional Sewer Fee. See “—System Financial Information” and “TABLE V—Wastewater Tap Fee Revenues” below.

Wastewater Fund Expenditures. Expenditures in the Wastewater Fund include operating costs of \$2,356,353, capital outlay of \$25,386,600 and debt outlay of \$1,998,069. The capital is classified as nonrecurring and will fund system upgrades and new infrastructure. The ending fund balance in this fund will be utilized in 2022 and 2023 to complete the large infrastructure improvements started during this budget year.

The System’s long-term direction has been determined over the years by a focus on the key mission components of the System and long-term planning for capital and operating needs; rate setting and financing methods; and overall financial management of the System. The System serves approximately 5,570 wastewater customers (as of the end of 2019) **[update for 2020]**. The Town’s Public Works and Utilities Department staff administers the System and is currently staffed with approximately 7.25 full time equivalent employees per the adopted 2021 budget. The Town currently has a contracted ORC, who oversees the daily operations of all plant staff, both water and sewer, and holds “A” certifications in both services. The Town employs 7 cross trained individuals who work with the water and wastewater systems. The Town employees hold “C” and “D” certifications for wastewater.

The Wastewater Fund is responsible for the collection and treatment of domestic and industrial wastewater generated in Johnstown. Administration, maintenance, operation, monitoring, testing and treatment program are the primary functions. These activities are conducted under the State of Colorado clean water act.

Sewer Rate Schedule. Wastewater rates are based upon the quantity and quality of sewage collected. The minimum monthly rate for residential, including multiple unit dwellings, and public users is based on an average of water use during the months of December, January and February. This is considered to be the “readiness to serve” charge, and ensures that each customer pays an appropriate amount to keep the sewer system ready to provide service at all times. Staff considers this to be similar to the fixed monthly water fee. The residential sewer rate will be \$31.56 with no usage charges (flat fee). The increases were effective on all customer bills beginning at the end of January 2021.

The decision to increase rates was carefully reviewed and recommended for changes based on the needs and obligations to operate, maintain, and improve the current wastewater systems, and to meet or exceed community expectations. The rate increases were approved as part of multi-year plans to upgrade the systems to meet, both, the expectations of the community by providing high quality drinking water, and the environmental and state mandated requirements of the Federal Clean Water Act. Historically, Johnstown residents have been paying less in water and sewer rates than surrounding municipalities and, while this rate increase is larger than residents have seen in the past, it puts the residents at about the same rates as other area municipalities of similar size.

Sewer Tap Fees. Tap fees are a one-time fee that developers are charged to connect to the Town’s wastewater systems. They are based on the current value and size of the utility system and the value of the Town’s water rights portfolio. The structure of each tap fee is composed of components that together reflect the equitable portion of the utility system impacted by new customers. As new customers connect to the system, they pay for the portion of the developed system they will use. In this way, current customers benefit from lower sewer rates and increased reliability, while new customers pay their equitable share. Current customers do not pay tap fees.

Utility staff members calculate all non-single family residential tap fees individually to ensure that the Town not only recovers the costs of providing access to the water and sewer systems, but to also ensure that customers are paying the appropriate tap fee for their building and its associated uses.

Tap fee payments are required at the time that the building permit is issued. The obligation to pay the fees for sewer connections, until collected, constitutes a lien against the property. Tap fees represent the customer’s investment in the existing capacity of the System and expansion. The following table sets forth the tap fees collected by the Town since 2016.

TABLE V
Sewer Tap Fee Revenues

Year	Taps Issued	Tap Fee Revenues Collected	Percent Change	Regional Improvement Fee ¹
2016	41	\$ 222,040	--	--
2017	45	191,240	(13.87)%	--
2018	42	171,500	(10.32)	--
2019	74	1,174,298 ²	584.72	--
2020	137	722,150	(38.50)	--
2021 ³	100	529,380	--	\$323,000

¹ Established in 2021. See “—*Regional Sewer Fee*” above.

² Johnstown Plaza Apartments accounted for \$731,000 of revenues in 2019, in addition to \$90,000 in revenues from commercial permits.

³ Unaudited tap fee revenue received through May 31, 2021.

Source: Town of Johnstown Finance Department

Sewer Rates and Tap Fee Policy. The Town’s policy is to review and revise utility rates and tap fees to ensure that costs are recovered equitably. Rates are reviewed and recommendations for annual increases are made to the Council on an annual basis. It is considered to be a best practice in the utilities industry to review, and when necessary, rebalance the rate and fees charged to ensure they are fair and equitable. The Town anticipates a 2.0% annual increase in sewer tap fees beginning in 2022 and continuing through 2027, with an additional 3% annual increase in user base fees each year beginning in 2022. The following tables set forth the rates and charges were adopted by Resolution No. 2020-38 in December 2020 and were effective as of January 1, 2021.

Private Wastewater Disposal

Permit and Inspection Fee:	Residential and Commercial	Set by Council or \$1,000
	Commercial	Set by Council or \$1,000

Sanitary Sewers, Building Sewers and Connections

Building Sewer Permits:	Residential	\$100
	Commercial	\$500
Administrative Review; Appeals Process	Docket Fee:	\$50

Sewer Service Charges

Customer Class—In Town:	Base	Usage*
Residential	\$31.56	\$0.00
Multi-Family	\$31.56/unit	\$0.00
Non-Residential	\$31.56	\$3.63/1,000 gallons
RV Facility (with Disposal Station(s) (per pad)	\$12.62	
Customer Class—Outside Town:		
Residential	\$47.34	\$0.00
Multi-Family	\$47.34/unit	\$0.00
Non-Residential	\$47.34	\$5.45/1,000 gallons
RV Facility (with Disposal Station(s) (per pad)	\$18.93	
Surcharge for Solids and Irregular Concentrations:		
BOD		\$0.0698/lb
Suspended Solids		\$0.1070/lb

Industrial Users—Domestic Treatment Only

* Usage amount calculated by averaging water use during the months of December, January and February.

Sewer Tap Fees

Single Family, Duplex, Town Homes (per unit)

≤ 3/4"	\$5,280
1"	7,650
1.5"	14,850
2"	23,850
3"	52,650
Multi-Family (per unit)	2,640

Water Meter Size—out of Town Rates

≤ 3/4"	\$7,920
1"	11,475
1.5"	22,275
2"	35,775
3"	78,975

Billing and Collection. The sewer charges that are levied are payable monthly and will be added to and made a part of the monthly water bill of the various properties in the Town and are payable within 15 days after the date of the utility bill. Late fees will be assessed (20) days after the date of the utility bill. If the deficiencies are not corrected, a penalty of \$10 will be added to the outstanding amount (as set forth in Resolution 2020-38 Adopting a Consolidated Fee Schedule). All sewer charges will be a charge and lien upon the premises to which sewer service is furnished from the date the same becomes due and until paid, and the owners of every building, premises, lot or house will be liable for all sewer service taken from his or her premises, which lien and liability may be enforced by the Town by action at law or suit to enforce such lien. In case the tenant in possession of such premises or building will pay the sewer charge, it will relieve his or her landlord from such obligation and lien, but the Town is not required to look to any person whatsoever other than the owner for the payment of sewer service herein provided. Further, if the sewer charges are not paid by the owner or by the tenant, then and in that event the Town Clerk will notify in writing the County Treasurer and give him or her the legal description of the property and the amount of the sewer charges due, and will be certified to the County Treasurer and added to the real estate taxes of the property owner.

In addition, the Town may, without notice, discontinue sanitary sewer service to any premises as to which the sanitary sewer service system charges remain delinquent. The Town may, without notice, discontinue the sanitary sewer service to any premises discharging nonacceptable wastes into the sanitary sewer system. However, due to the hardships caused by COVID-19, the Council supported suspending sewer utility shut-offs, as well as waiving late fees for residential and commercial accounts. The average monthly bill for a single-family resident within the Town in 2020 was \$25.25 and \$31.56 in 2021.

Historical and Budgeted System Financial Information. The Town utilizes the enterprise fund concept for System accounting, an accounting concept appropriate for governmental entities with revenue generating operations. The Town has established a Wastewater Fund to provide for System revenues associated with the collection and treatment of the Town's wastewater. All activities necessary to provide such services are accounted for in this fund, including but not limited to, administration, operations, maintenance, financing and related debt service. Set forth below is a five-year comparative statement of Wastewater Fund revenues and expenses.

TABLE VI
Wastewater Fund
Comparative Statement of Revenues, Expenses and Changes in Net Position

	2016	2017	2018	2019	2020 (unaudited)
Operating Revenues:					
Charges for Services	\$ 1,755,720	\$ 1,831,209	\$ 1,919,222	\$ 2,045,675	\$ 2,130,323
Miscellaneous	<u>83,246</u>	<u>25,538</u>	<u>22,258</u>	<u>34,369</u>	<u>16,520</u>
Total Operating Revenue	<u>1,838,966</u>	<u>1,856,747</u>	<u>1,941,480</u>	<u>2,080,044</u>	<u>2,146,843</u>
Operating Expenses:					
Administration	174,767	186,617	226,831	264,017	180,118
Operations	997,511	927,220	1,032,670	4,206,723 ²	1,157,853
Depreciation	<u>148,864</u>	<u>280,963</u>	<u>193,002</u>	<u>214,313</u>	<u>232,030</u>
Total Operating Expenses	<u>1,321,142</u>	<u>1,394,800</u>	<u>1,452,503</u>	<u>4,685,053</u>	<u>1,570,001</u>
Operating Income	517,824	461,947	488,977	(2,605,009)	576,842
Non-Operating Revenues (Expenses):					
Interest Income	<u>56,314</u>	<u>51,725</u>	<u>119,081</u>	<u>202,637</u>	<u>90,373</u>
Total Non-Operating Revenues (Expenses)	<u>56,314</u>	<u>51,725</u>	<u>119,081</u>	<u>202,637</u>	<u>90,373</u>
Income (Loss) Before Contributions and Transfers	572,138	513,672	608,058	2,402,372	667,215
Capital Contributions	222,040	191,240	171,500	1,174,298	723,350
Transfers Out	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>(100,000)</u>
Change in Net Position	796,178	704,912	779,558	(1,228,074)	1,290,565
Net position beginning, as previously reported	<u>13,977,615</u>	<u>14,773,793</u>	<u>15,478,705</u>	<u>16,258,263</u>	<u>15,030,189</u>
Net position end of year	<u>\$14,773,793</u>	<u>\$15,478,705</u>	<u>\$16,258,263</u>	<u>\$15,030,189</u>	<u>\$16,320,754</u>

¹ Unaudited figures through December 31, 2020. **[When will final audit be available?]**

² Increase in operations represents \$3,145,174 spent for sewer shares.

Source: Town of Johnstown Finance Department

Set forth hereafter is a comparative summary of the 2020 and 2021 Wastewater Fund budgets and the 2021 year to date unaudited actual financials. The Town's 2021 budget was adopted by the Council in December 2020.

TABLE VII
Wastewater Fund Budget Summary

	2020 Budget (as adopted)	2021 Budget (as adopted)	2021 Year to date actuals (unaudited)¹
Revenues:			
Charges for Services	\$ 1,950,000	\$ 2,123,500	\$ 1,105,507
Miscellaneous Revenue	--	7,200	--
Total Operating Revenue	<u>1,950,000</u>	<u>2,130,700</u>	<u>1,105,507</u>
Non-Operating Revenues:			
Capital Improvement Fees	660,000	1,192,000	911,500
Miscellaneous Revenue	11,001,000	54,452,000	9,900
Interest Expense	<u>81,000</u>	<u>--</u>	<u>531</u>
Total Non-Operating Revenues	<u>11,742,000</u>	<u>55,644,000</u>	<u>921,931</u>
Expenditures:			
Operations and Maintenance	2,206,370	2,121,353	688,746
Capital Improvements	10,874,000	25,386,600	744,367
Depreciation	205,000	235,000	93,942
Debt	--	1,998,069	--
Transfer Out	<u>--</u>	<u>--</u>	<u>--</u>
Total Expenditures	<u>13,285,370</u>	<u>29,741,022</u>	<u>1,527,055</u>
Excess (Deficiency) of Revenues and Expenditures	406,630	28,033,678	500,383
Beginning Fund Balance	<u>7,598,987</u>	<u>17,195,549</u>	<u>16,320,754</u>
Ending Fund Balance	<u>\$ 8,005,617</u>	<u>\$45,229,227</u>	<u>\$16,821,137</u>

¹ Unaudited year to date figures through May 31, 2021. [Update]
Source: Town of Johnstown Finance Department

Outstanding Financial Obligations

The Town provides for the operation of certain of its services, such as wastewater, as an enterprise which is not subject to the provisions of Article X, Section 20, see "APPENDIX D—THE TOWN—Constitutional Amendment Limiting Taxes and Spending." The Bonds will be the only outstanding revenue obligations upon issuance of the Bonds. See "APPENDIX E—TOWN FINANCIAL INFORMATION AND DEBT STRUCTURE—Revenue Obligations" for additional revenue obligations of the Town.

LEGAL MATTERS

Sovereign Immunity

The Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S. (the "Governmental Immunity Act"), provides that, with certain specified exceptions, sovereign immunity acts as a bar to any action against a public entity, such as the Town, for injuries which lie in tort or could lie in tort.

The Governmental Immunity Act provides that sovereign immunity is waived by a public entity for injuries occurring as a result of certain specified actions or conditions, including: the operation of a non-emergency motor vehicle owned or leased by the public entity; the operation of any public hospital, correctional facility or jail; a dangerous condition of any public building; certain dangerous conditions of a public highway, road or street; and the operation and maintenance of any public water facility, gas facility, sanitation facility, electrical facility, power facility or swimming facility by such public entity.

In such instances, the public entity may be liable for injuries arising from an act or omission of the public entity, or an act or omission of its public employees, which are not willful and wanton, and which occur during the performance of their duties and within the scope of their employment.

The maximum amounts that may be recovered under the Governmental Immunity Act, whether from one or more public entities and public employees, are as follows: (a) for any injury to one person in any single occurrence, the sum of \$350,000 for claims accruing before January 1, 2018, or the sum of \$387,000 for claims accruing on or after January 1, 2018, and before January 1, 2022; (b) for an injury to two or more persons in any single occurrence, the sum of \$990,000 for claims accruing before January 1, 2018, except in such instance, no person may recover in excess of \$350,000; or the sum of \$1,093,000 for claims accruing on or after January 1, 2018, and before January 1, 2022, except in such instance, no person may recover in excess of \$387,000. These amounts increase every four years pursuant to a formula based on the Denver-Boulder-Greeley Consumer Price Index, with the first such increase occurring on January 1, 2018. The governing board of a public entity may increase any maximum amount that may be recovered from the public entity for certain types of injuries. However, a public entity may not be held liable either directly or by indemnification for punitive or exemplary damages unless the applicable entity voluntarily pays such damages in accordance with State law.

The Town has not acted to increase the damages liability limitations in the Governmental Immunity Act. Suits against both the Town and a public employee do not increase such maximum amounts which may be recovered. The Town may not be held liable either directly or by indemnification for punitive or exemplary damages. In the event that the Town is required to levy an ad valorem property tax to discharge a settlement or judgment, such tax may not exceed a total of ten (10) mills per annum for all outstanding settlements or judgments.

The Town may be subject to civil liability and damages including punitive or exemplary damages and it may not be able to claim sovereign immunity for actions founded upon various federal laws, or other actions filed in federal court. Examples of such civil liability include suits filed pursuant to 42 U.S.C. Section 1983 alleging the deprivation of federal constitutional or statutory rights of an individual. In addition, the Town may be enjoined from engaging in anti-competitive practices which violate the antitrust laws. However, the Governmental Immunity Act provides that it applies to any action brought against a public entity or a public employee in any Colorado State court having jurisdiction over any claim brought pursuant to any federal law, if such action lies in tort or could lie in tort.

Pending and Threatened Litigation Involving the Town

The Town Attorney states that as of the date hereof, to the best of his knowledge, belief, and information, no litigation of any nature is now pending or threatened against the Town which, if determined adversely to the Town, would be expected to have a material adverse effect upon the Town's ability to comply with its obligations under the Bond Ordinance.

Legal Representation

Legal matters incidental to the authorization, issuance and delivery of the Bonds, and with respect to the treatment of interest thereon for purposes of federal and State of Colorado income taxation, are subject to the approval of validity by Kutak Rock LLP, as Bond Counsel. In addition, Kutak Rock LLP has been retained to advise the Town concerning, and has assisted the Town in the preparation of, this Official Statement. Certain legal matters will be passed upon for the Town by Avi Rocklin as Counsel to the Town.

The obligations of the Town under the Bond Ordinance are subject to the application of equitable principles, to the reasonable exercise in the future by the State of Colorado and its governmental bodies of the police power inherent in the sovereignty of the State of Colorado, and to exercise by the United States of America of the powers delegated to it by the federal Constitution including without limitation, bankruptcy powers.

The legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

[KR to revise] General Matters. In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinion described in the preceding sentence assumes the accuracy of certain representations and compliance by the Town with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Bonds. Failure to comply with such requirements could cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Town has covenanted to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Bonds. Such interest is also exempt from income taxation by the State of Colorado.

Notwithstanding Bond Counsel's opinion that interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax, such interest will be included in adjusted current earnings of certain corporations, and such corporations are required to include in the calculation of alternative minimum taxable income 75% of the excess of such corporation's adjusted current earnings over its alternative minimum taxable income (determined without regard to such adjustment and prior to reduction for certain net operating losses).

Bond Counsel is also of the opinion that, under existing State of Colorado statutes, interest on the Bonds is exempt from Colorado income tax. Bond Counsel has expressed no opinion regarding other tax consequences arising with respect to the Bonds under the laws of the State of Colorado or any other state or jurisdiction.

[Original Issue Discount.] The Bonds that have an original yield above their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the "Discount Bonds"), are being sold at an original issue discount. The difference between the initial public offering prices of such Discount Bonds and their stated amounts to be paid at maturity constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

The amount of original issue discount that is treated as having accrued with respect to a Discount Bond or is otherwise required to be recognized in gross income is added to the cost basis of the owner of the bond in determining, for federal income tax purposes, gain or loss upon disposition of such Discount Bond (including its sale, redemption or payment at maturity). Amounts received on disposition of such Discount Bond that are attributable to accrued or otherwise recognized original issue discount will be treated as federally tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discount Bond, on days that are determined by reference to the maturity date of such Discount Bond. The amount treated as original issue discount on such Discount Bond for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discount Bond (determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of such Discount Bond at the beginning of the particular accrual period if held by the original purchaser, less (b) the amount of any interest payable for such Discount Bond during the accrual period. The tax basis for purposes of the preceding sentence is determined by adding to the initial public offering price on such Discount Bond the sum of the amounts that have been treated as original issue discount for such purposes during all prior periods. If such Discount Bond is sold between semiannual compounding dates, original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discount Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date, with respect to when such original issue discount must be recognized as an item of gross income and with respect to the state and local tax consequences of owning a Discount Bond. Subsequent purchasers of Discount Bonds that purchase such Discount Bonds for a price that is higher or lower than the “adjusted issue price” of the Discount Bonds at the time of purchase should consult their tax advisors as to the effect on the accrual of original issue discount.]

Original Issue Premium. The Bonds that have an original yield below their respective interest rates, as shown on the cover of this Official Statement (collectively, the “Premium Bonds”), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. A purchaser of a Premium Bond must amortize any premium over such Premium Bond’s term using constant yield principles, based on the purchaser’s yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser’s basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser’s basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Bonds should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

Recognition of Income Generally. Section 451 of the Code was amended by Pub. L. No. 115-97, enacted December 22, 2017 (sometimes referred to as the Tax Cuts and Jobs Act), to provide that taxpayers using an accrual method of accounting for federal income tax purposes generally will be required to include certain amounts in income, including original issue discount, no later than the time such amounts are reflected on certain financial statements of such taxpayer. The application of this rule may require the accrual of income earlier than would have been the case prior to the amendment of Section 451 of the Code. The rule generally applies to taxable years after 2017, except that in the case of income from a debt

instrument having original issue discount, the rule does not apply until taxable years after 2018. Investors should consult their own tax advisors regarding the application of this rule and its impact on the timing of the recognition of income related to the Bonds under the Code.

Backup Withholding. As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax-exempt obligations such as the Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments to any owner of the Bonds that fails to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

Changes in Federal Tax Law. From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading “TAX MATTERS” or adversely affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds or the market value thereof would be impacted thereby. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

Prospective purchasers of the Bonds are advised to consult their own tax advisors prior to any purchase of the Bonds as to the impact of the Code upon their acquisition, holding or disposition of the Bonds.

MISCELLANEOUS

Ratings

S&P Global Ratings (“S&P”) has assigned the Bonds the rating set forth on the cover page based upon the Policy to be issued concurrently with the delivery of the Bonds by the Bond Insurer. In addition, S&P has assigned an underlying rating of “[]” to the Bonds based upon its rating of the Bonds without regard to the delivery of the Policy. Such ratings reflect only the view of such rating agency. Any explanation of the significance of such ratings should be obtained from S&P at 55 Water Street, New York, New York, 10041.

Generally, the rating agency bases its ratings on the information and materials furnished to them and on investigations, studies and assumptions of their own. There is no assurance that such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by the rating agency, if, in the judgment of such agency, circumstances so warrant. Any such downward revision or withdrawal of any rating may have an adverse effect on the market price of the Bonds.

Registration of Bonds

Registration or qualification of the offer and sale of the Bonds (as distinguished from registration of the ownership of the Bonds) is not required under the federal Securities Act of 1933, as amended, the Colorado Securities Act, as amended, pursuant to an exemption from registration provided in said act. THE TOWN ASSUMES NO RESPONSIBILITY FOR QUALIFICATION OR REGISTRATION OF THE BONDS FOR SALE UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THE BONDS MAY BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED.

Undertaking to Provide Ongoing Disclosure

Pursuant to the requirements of Securities and Exchange Commission Rule 15c2-12 (17 CFR Part 240, § 240.15c2-12) (the “Rule”), the Town has agreed for the benefit of the holders of the Bonds to provide certain financial information, other operating data and notices of material events to the Electronic Municipal Market Access facility (“EMMA”) operated by the Municipal Securities Rulemaking Board (“MSRB”) after the Bonds are executed and delivered. The form of the Town’s Continuing Disclosure Undertaking (the “Undertaking”) is attached as “APPENDIX C” to this Official Statement.

During the past five years, the Town has not been subject to any undertakings for ongoing disclosure under the Rule. A failure by the Town to comply with the requirements of the Rule will not constitute an Event of Default under the authorizing resolution (although Bond owners will have any available remedy at law or in equity). Nevertheless, such a failure must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

Interest of Certain Persons Named in this Official Statement

The legal fees to be paid to Kutak Rock LLP are contingent upon the sale and delivery of the Bonds.

Underwriting

The Bonds are being sold by the Town at an underwriting discount of \$_____ to the Underwriter pursuant to a purchase contract. See “THE BONDS—Application of Bond Proceeds.” Expenses associated with the issuance of the Bonds are being paid by the Town from proceeds of the issue. The right of the Underwriter to receive compensation in connection with this issue is contingent upon the actual sale and delivery of the Bonds. The Underwriter have initially offered the Bonds to the public at the prices or yields set forth on the cover page of this Official Statement. Such prices or yields, as the case may be, may subsequently change without any requirement of prior notice. The Underwriter reserve the right to join with dealers and other investment banking firms in offering the Bonds to the public.

Independent Auditors

The basic financial statements of the Town as of and for the year ended December 31, 2020, included in this Official Statement, have been audited by Independent Auditors, John Cutler & Associates, LLC, Denver, Colorado, as stated in their report appearing therein. Such financial statements and auditor’s opinion have been included without prior review or consent of the auditor.

Additional Information

Copies of statutes, ordinances, resolutions, opinions, contracts, agreements, financial and statistical data, and other related reports and documents described in this Official Statement are either publicly

available or available upon request and the payment of a reasonable copying, mailing, and handling charge from the sources noted in Introduction.

Official Statement Certification

The preparation of this Official Statement and its distribution have been authorized by the Council. This Official Statement is hereby duly approved by the Council as of the date on the cover page hereof. This Official Statement is not to be construed as an agreement or contract between the Town and the purchasers or holders of any Bond.

TOWN OF JOHNSTOWN, COLORADO

By /s/ _____
Mayor

APPENDIX A

SELECTED DEFINITIONS AND SUMMARY OF ORDINANCE PROVISIONS

APPENDIX B

**AUDITED BASIC FINANCIAL STATEMENTS OF THE TOWN
AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2020**

APPENDIX C

CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this “Undertaking”) is executed and delivered, as of _____, 2021, by the Town of Johnstown, in Larimer and Weld Counties, Colorado, acting by and through its Sanitary Sewer Utility Enterprise (the “Town”), in connection with the issuance of \$_____ aggregate principal amount of Wastewater Revenue Bonds, Series 2021 (the “Bonds”). The Bonds are being issued pursuant to an Ordinance adopted by the Town Council of the Town prior to the issuance of the Bonds (the “Ordinance”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Ordinance.

In consideration of the issuance of the Bonds by the Town and the purchase of such Bonds by the owners thereof, the Town hereby covenants and agrees as follows:

Section 1. Purpose of this Undertaking. This Undertaking is executed and delivered by the Town as of the date set forth below, for the benefit of the holders and owners (the “Bondholders”) of the Bonds and in order to assist the Participating Underwriter (as defined below) in complying with the requirements of the Rule (as defined below).

Section 2. Definitions. The terms set forth below shall have the following meanings in this Undertaking, unless the context clearly otherwise requires.

“*Annual Financial Information*” means the financial information and operating data described in Exhibit I.

“*Annual Financial Information Disclosure*” means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4 hereof.

“*Audited Financial Statements*” means the audited consolidated financial statements of the Town, prepared pursuant to the standards and as described in Exhibit I.

“*Commission*” means the Securities and Exchange Commission.

“*Dissemination Agent*” means, initially the Town, or any successor agent designated as such in writing by the Town and which has filed with the Town a written acceptance of such designation, and such agent’s successors and assigns.

“*EMMA*” means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

“*Financial Obligation*” means (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii), except that “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB.

“*Material Event*” means the occurrence of any of the events with respect to the Bonds set forth in Exhibit II.

“*Material Events Disclosure*” means dissemination of a notice of a Material Event as set forth in Section 6.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Participating Underwriter*” means each broker, dealer or municipal securities dealer acting as an underwriter in any primary offering of the Bonds.

“*Prescribed Form*” means, with regard to the filing of Annual Financial Information, Audited Financial Statements and notices of Material Events with the MSRB at www.emma.msrb.org (or such other address or addresses as the MSRB may from time to time specify), such electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

“*Rule*” means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

“*State*” means the State of Colorado.

Section 3. CUSIP Number/Final Official Statement. The final CUSIP® for the Bonds is _____.¹ The final Official Statement relating to the Bonds is dated _____, 2021 (the “Final Official Statement”).

Section 4. Annual Financial Information Disclosure. Subject to Section 10 of this Undertaking, the Town hereby covenants that it will disseminate the Annual Financial Information and the Audited Financial Statements (in the form and by the dates set forth below and in Exhibit I) by the Town’s delivery of such Annual Financial Information and Audited Financial Statements to the MSRB within 9 (nine) months of the completion date of the Town’s fiscal year.

The Town is required to deliver such information in Prescribed Form and by such time so that such entities receive the information by the dates specified.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the Town will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment is made to this Undertaking, the Annual Financial Information for the year in which such amendment is made (or in any notice or supplement provided to the MSRB) shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

Section 5. Material Events Disclosure. Subject to Section 10 of this Undertaking, the Town hereby covenants that it will disseminate in a timely manner, not in excess of 10 Business Days after the occurrence of the event, Material Events Disclosure to the MSRB in Prescribed Form. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds need not be given under this Undertaking any earlier than the notice (if any) of such redemption is given to the owners of the Bonds

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¹ The District takes no responsibility for the accuracy of the CUSIP numbers, which are included solely for the convenience of owners of the Bonds.

pursuant to the Ordinance. From and after the Effective Date, the Town is required to deliver such Material Events Disclosure in the same manner as provided by Section 4 of this Undertaking.

Section 6. Duty to Update EMMA/MSRB. The Town shall determine, in the manner it deems appropriate, whether there has occurred a change in the MSRB's e-mail address or filing procedures and requirements under EMMA each time it is required to file information with the MSRB.

Section 7. Consequences of Failure of the Town to Provide Information. The Town shall give notice in a timely manner, not in excess of 10 Business Days after the occurrence of the event, to the MSRB in Prescribed Form of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the Town to comply with any provision of this Undertaking, the Bondholder of any Bond may seek specific performance by court order to cause the Town to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an Event of Default under the Ordinance or any other agreement, and the sole remedy under this Undertaking in the event of any failure of the Town to comply with this Undertaking shall be an action to compel performance.

Section 8. Amendments; Waiver. Notwithstanding any other provision of this Undertaking, the Town may amend this Undertaking, and any provision of this Undertaking may be waived, if:

- (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Town or type of business conducted;
- (ii) This Undertaking, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (iii) The amendment or waiver does not materially impair the interests of the Bondholders of the Bonds, as determined either by parties unaffiliated with the Town or the Town (such as the Paying Agent) or by an approving vote of the Bondholder Representative or of the Bondholders of the Bonds holding a majority of the aggregate principal amount of the Bonds (excluding Bonds held by or on behalf of the Town or its affiliates) at the time of the amendment, pursuant to the terms of the Ordinance; or
- (iv) The amendment or waiver is otherwise permitted by the Rule.

Section 9. Termination of Agreement. The Agreement of the Town shall be terminated hereunder when the Town shall no longer have any legal liability under the terms of the Ordinance pursuant to the terms of the Ordinance for any obligation on or relating to the repayment of the Bonds. The Town shall give notice to the MSRB in a timely manner and in Prescribed Form if this Section is applicable.

Section 10. Dissemination Agent. The Dissemination Agent shall transmit all information delivered to it by the Town hereunder to the MSRB as provided in this Undertaking. The Town may, from time to time, appoint or engage a substitute Dissemination Agent to assist it in carrying out its obligations under this Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 11. Additional Information. Nothing in this Undertaking shall be deemed to prevent the Town from disseminating any other information, using the means of dissemination set forth in this

Undertaking or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Material Event, in addition to that which is required by this Undertaking. If the Town chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Undertaking, the Town shall not have any obligation under this Undertaking to update such information or include it in any future disclosure or notice of the occurrence of a Material Event.

Section 12. Beneficiaries. This Undertaking has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Undertaking shall inure solely to the benefit of the Town, the Dissemination Agent, if any, the Town, the Bondholder Representative and the Bondholders of the Bonds, and shall create no rights in any other person or entity.

Section 13. Recordkeeping. The Town shall maintain records of all Annual Financial Information Disclosure and Material Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

Section 14. Assignment. The Town shall not transfer its obligations under the Ordinance unless the transferee agrees to assume all obligations of the Town under this Undertaking or to execute a continuing disclosure agreement under the Rule.

Section 15. Governing Law. This Undertaking shall be governed by the laws of the State.

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EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

“*Annual Financial Information*” means financial information and operating data exclusive of Audited Financial Statements as set forth below.

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to the MSRB or filed with the Commission, and such information need not be provided in the exact format as shown in the Final Official Statement. The Town shall clearly identify each such item of information included by reference.

Annual Financial Information will be provided to the MSRB within nine months after the last day of the Town’s fiscal year, commencing with the fiscal year ending December 31, 2021.

Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, and Audited Financial Statements will be provided to the MSRB within 10 Business Days after availability to the Town.

Audited Financial Statements will be prepared in accordance with generally accepted accounting principles in the United States as in effect from time to time.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, including for this purpose a change made to the fiscal year-end of the Town, the Town will disseminate a notice to the MSRB of such change in Prescribed Form as required by such Section 4.

[FORM OF TABLES TO BE PROVIDED]

EXHIBIT II

EVENTS WITH RESPECT TO THE BONDS FOR WHICH MATERIAL EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies
2. Nonpayment-related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. Modifications to rights of security holders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the Town*
13. The consummation of a merger, consolidation or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional Paying Agent or the change of name of a Paying Agent, if material.
15. Incurrence of a Financial Obligation (as defined in Footnote 1 below) of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Town, any of which affect security holders, if material
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Town, any of which reflect financial difficulties.

*This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Town in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Town.

¹ “Financial Obligation” shall mean a (i) debt obligation; (ii) derivative instrument entered into, in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “Financial Obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

APPENDIX D

THE TOWN

The Town of Johnstown (the “Town”) is located in Larimer and Weld Counties, along interstate I-25 approximately 50 miles north of Denver, 25 miles south of Fort Collins bordering Loveland, Windsor, Milliken, Berthoud and Greeley. The Town encompasses approximately 14.6 square miles and has a current estimated population of 17,382. Incorporated as a municipal corporation in 1907, the Town became a home rule municipality in 2006 upon adoption of its Charter.

Town Powers

Pursuant to the Charter, the Town has the power of local self-government and home rule, as well as all municipal powers established by the constitution and laws of the State of Colorado. Among those powers, rights and liabilities specifically granted by the Charter are the following: perpetual succession; to own, possess and hold real and personal property; to succeed to all rights and liabilities, to acquire all benefits and to assume payment of all bonds, obligations and indebtedness of the Town; to sue and defend, plead and be impleaded in all courts and places and in all matters and proceedings; to purchase, receive, hold and enjoy, or sell and dispose of real and personal property; to acquire, hold and manage property outside Town limits by gift, lease or purchase for park or recreation purposes and to adopt rules, regulations and schedules of charges for the use of such property; and to have and use a common seal. Pursuant to Section 16.2 of the Charter, the Town has the power to fix from time to time such just and reasonable rates and other charges as may be deemed advisable for supplying the inhabitants of the Town and others with such public utility services as the Town may provide. In addition, the powers granted to municipalities by the constitution and laws of the State of Colorado include the powers relating to the assessment of property and the levy and collection of general taxes.

Governing Body

The Town operates under a council manager form of government whereby, except as otherwise provided by the Charter or statute, the Council exercises all powers conferred upon or possessed by the Town and has the power and authority to adopt such laws, ordinances and resolutions as it deems proper in the exercise thereof, and the Town Manager serves as the chief administrative officer of the Town government. The Council consists of seven members, six Councilors and the mayor, all of whom are elected from the Town at large. The mayor is the presiding officer of the Council and has an equal voice and vote in all proceedings of the Council, but has no veto power. The mayor *pro tem* is appointed from the Council membership to serve in the event of absence or disability of the mayor.

The Council effects its decisions through the passage of ordinances, resolutions, motions. Actions by resolution, motion are limited to matters required or permitted to be so done by the Charter or by state or federal law, or pertaining to the internal affairs or concern of the Town government. All other acts of the Council, and all acts carrying a penalty for violation, must be by ordinance.

Name/Office	Principal Occupation	Years of Service	Term Expires
Gary Lebsac, Mayor	Retired Farmer	17	2023
Chad Young, Mayor Pro Tem	Funeral Director	6	2024
Damien Berg, Member	Management	2	2024
Kevin Lemasters, Member ¹	Business Owner	3	2022
Troy Mellon, Member	Network Engineer	7	2024
Jesse Molinar Jr., Member	Firefighter	11	2022
Amy Tallent, Member	Business Owner	4	2022

¹ Council member Lemasters will be leaving the Council in June. The Council is reviewing applications for the replacement of Mr. Lemasters-- applications were accepted through May 26 and were considered at the June 21 Council meeting. **[Has a replacement already been named?]**

Administration

The Council is responsible for providing policy direction for the Town and the adoption of ordinances and resolutions regulating Town affairs. However, the day-to-day operations of the Town are conducted by Town staff members. Below is certain information on administrative and management personnel most directly involved in the management of the Town, their duties within the Town government and their background experience.

The Administration Department consists of the Town Manager. Together in the Town Manager's Office they are responsible for managing and coordinating the day to day operations of the Town and for the enforcement of all policies, laws, and ordinances. The Administration Department implements the Council's goals and objectives and is responsible for the coordination of all municipal programs and services. In addition, the Town Manager makes recommendations to the Mayor and the Council as appropriate during Council meetings concerning current and future needs of the Town, without the right to vote.

The Town Manager is responsible for the preparation of the Town's annual budget. The budget reflects the expected revenue and projected expenses for the ensuing year. The Town Manager, in carrying out the responsibilities of fiscal planning and of other areas of Town government, has the authority to appoint the heads of the various departments and divisions.

Town Manager. The Town Manager is the chief administrative officer of the Town. He is responsible to the Council for all Town affairs placed in his charge by the Charter or by law, including responsibility for the efficient operation of all administrative departments of the Town government with the exception of those under the direction of the Town Attorney and the municipal court. He is further required to perform such other duties as requested by the Council.

Matthew S. LeCerf was appointed as Town Manager in October 2018. Prior to his employment with the Town, Mr. LeCerf was Town Manager for the Town of Frederick, Colorado for nearly 7 years and City Manager for the City of Maryville, Missouri for almost six years prior to that. Mr. LeCerf has a Bachelor of Science degree in Geography focusing on Geographic Information Systems (GIS) and a Masters of Public Administration from Valdosta State University. He is a member of the International City and County Management Association and the Colorado City and County Management Association.

Finance Director. The Town Finance Director acts as the Town Treasurer pursuant to the Town Charter and Code. The responsibilities of the Finance Director include, but are not limited to, accounting

and financial reporting, debt management, sales tax administration, revenue collection, investments, purchasing, and pension administration.

Mitzi McCoy was hired as the Finance Director in February 2019. Ms. McCoy has 12 years of experience as a municipal Finance Director as the Finance Director for the Town of Frederick, Colorado for over seven years and for the Town of Milliken, Colorado for over three years. Ms. McCoy has a Bachelor of Science degree with emphasis in Accounting from the University of Northern Colorado. Ms. McCoy is a member of the Colorado Government Finance Officers Association and the Government Finance Officers Association.

Town Employees and Benefits

Currently, the Town employs 63 full-time employees, 4 part-time employees and approximately 5 seasonal employees and considers its employee relations to be “good.” Staffing levels of Johnstown have been below the minimum necessary to effectively and efficiently operate the organization given the substantial growth that has taken place over the past 5-10 years. The increase has focused on improving the level of service delivery to the community. Staffing levels will continue to increase over time, as the growth of the community and services delivered expand and will need to be met. The Town does not recognize or collectively bargain with any employee union or association. The Town has worked to develop a comprehensive compensation package for its staff members, including medical coverage, dental coverage, vision coverage and life insurance. Employees earn paid time off at rates that increase as the length of the employee’s service increases.

Services Provided by the Town

Johnstown is a full service Town, providing a broad range of municipal services to the community including police and fire protection; emergency medical and ambulance; water and wastewater utilities; parks, recreation and libraries; street maintenance and construction; cultural and general administrative services; and planning and community development.

Required Elections

Article X, Section 20 of the Colorado Constitution requires that, with certain exceptions, the Town must have voter approval in advance for the creation of any multiple-fiscal year direct or indirect Town debt or other financial obligation whatsoever without adequate present cash reserves pledged irrevocably and held for payments in all future fiscal years. Enterprises, as defined in Article X, Section 20, refundings at a lower interest rate, and obligations subject to annual appropriation are excluded from the application of said Section and the voter approval requirements established therein. For a discussion of Article X, Section 20 see “—Constitutional Amendment Limiting Taxes and Spending” below.

Constitutional Amendment Limiting Taxes and Spending

General. In 1992, Colorado voters approved the Taxpayer’s Bill of Rights (“TABOR”) that constitutes Article X, Section 20 of the Colorado Constitution. TABOR imposes various limits and new requirements on the State of Colorado and all Colorado local governments which do not qualify as “enterprises” under TABOR (each of which is referred to in this section as a “governmental unit”). Any of the following actions, for example, now require voter approval in advance: (a) any increase in a governmental unit’s spending from one year to the next in excess of the rate of inflation plus a “growth factor” based on the net percentage change in actual value of all real property in a governmental unit from construction of taxable real property improvements, minus destruction of similar improvements, and additions to, minus deletions from, taxable real property for government units other than school districts,

and the percentage change in student enrollment for a school district; (b) any increase in the real property tax revenues of a local governmental unit (not including the state) from one year to the next in excess of inflation plus the appropriate “growth factor” referred to in (a), above; (c) any new tax, tax rate increase, mill levy above that for the prior year, valuation for assessment ratio increase for a property class, extension of an expiring tax or a tax policy change directly causing a net tax revenue gain; and (d) except for refinancing bonded indebtedness at a lower interest rate or adding new employees to existing pension plans, creation of any multiple fiscal year direct or indirect debt or other financial obligation whatsoever without adequate present cash reserves pledged irrevocably and held for payments in all future fiscal years. Elections on such matters may only be held on the same day as a State general election, at the governmental unit’s regular biennial election or on the first Tuesday in November of odd numbered years, and must be conducted in accordance with procedures described in TABOR.

Revenue collected, kept or spent in violation of the provisions of TABOR must be refunded, with interest. TABOR requires a governmental unit to create an emergency reserve of 3% of its fiscal year spending (excluding bonded debt service) in 1995 and subsequent years. TABOR provides that “[w]hen a governmental unit’s annual . . . revenue is less than annual payments on general obligation bonds, pensions, and final court judgments, [the voter approval requirement for mill levy and other tax increases referred to in clause (c) of the preceding paragraph and the voter approval requirement for spending and real property tax revenue increases referred to in clauses (a) and (b) of the preceding paragraph] shall be suspended to provide for the deficiency.” The preferred interpretation of TABOR shall, by its terms, be the one that reasonably restrains most the growth of government.

Enterprises. Enterprises are excluded from the provisions of the Amendment. As defined in TABOR, enterprise means a government owned business authorized to issue its own revenue bonds and receiving under 10% of annual revenue in grants from all Colorado state and local governments combined.

Electoral Authorization to Collect, Retain and Spend Revenues (“De-Brucing”). On November 7, 2000, voters within the Town approved the collection, retention and expenditure of the full revenue generated by the Town commencing on January 1, 1999 and subsequent years. Therefore the Town is not subject to the revenue limitations of the TABOR amendment.

Budget Process

The Town of Johnstown’s budget is a fiscal blueprint for service delivery. As set forth in the Town Charter, the Council must adopt a balanced budget on a calendar year basis.

On or before the first council meeting in October each year the Town Manager must prepare and submit a recommended budget to the Council. The recommended budget must provide an estimate of anticipated revenues classified by source; estimate of cash available, if any, as of December 31 of the current fiscal year; proposed expenditures for the operation of the Town, by fund, department, office and agency, and the methods of financing such expenditures; provisions for reserves and contingencies; proposed capital expenditures, by fund, department, office and agency, and the proposed methods of financing such expenditures; anticipated net surplus or deficit for each municipal utility system and the proposed method of its disposition; anticipated net surplus or deficit for each municipal enterprise and the proposed method of its disposition; an estimate of the amount required to be raised from an ad valorem property tax levy; a statement of the outstanding securities and other debt and payment obligations of the Town, showing the debt redemption and interest requirements, the debt authorized and outstanding and the condition of sinking funds, if any; and such other information as the Council may require. If required by the Council, by resolution or ordinance, the Town Manager will submit to the Council, simultaneously with his recommended budget, a schedule showing all recommended capital outlay expenditures during the

following five fiscal years. The budget must also contain such additional information as the Council may request.

A public hearing on the proposed budget must be held before its final adoption. Notice of the hearing must be published not less than ten days prior to its scheduled date, stating that the proposed budget is available for public inspection at the Town. In accordance with state statutes, the budget is to be adopted no later than the 15th of December. On or before the last day of the current fiscal year, the Council will appropriate by ordinance, based upon the budget as adopted, the moneys needed for municipal purposes during the next fiscal year. The Council can adopt a budget for two fiscal years instead of one fiscal year, according to such procedures as the Council will prescribe by ordinance. The Council adopted the Town's 2021 budget in a timely manner pursuant to the above described procedure.

Subject to the restriction discussed below, the adopted budget must provide for a levy on real and personal property which will result in the collection of revenues in the amount necessary to be raised from ad valorem property taxes for municipal purposes. Following adoption of the budget, the Council certifies to the county assessors the amount to be levied on taxable property within the Town for collection by the county treasurers.

The Town Manager submits to the Council as often as required, data comparing the estimated and actual revenues and appropriated expenditures to date. If accrued revenues are less than anticipated, the Council may reduce appropriations, except amounts required for debt and interest charges, as is necessary to keep expenditures within revenues.

With the exception of expenditures to be financed by the issuance of bonds or by special assessment, no expenditure may be made from Town funds unless a specific appropriation has been made for such purpose. [The Council must approve all purchases and contracts in excess of \$75,000], with the Town Manager having the authority to approve purchases and contracts in lesser amounts if funds have previously been budgeted to cover such expenses. In the case of an emergency or other unforeseeable event, money designated for contingencies may be transferred without additional appropriation by ordinance but does require the adoption of a resolution; the Town Manager may order the transfer of funds within a departmental budget; or the Council may transfer any unencumbered appropriation balance, or any portion thereof, from one account or department (by motion) to another, and from one fund or agency (by ordinance) to another, at any time during the year. If the Town receives revenues which were unanticipated at the time of adoption of the budget, the Council may authorize, by ordinance, the expenditure thereof by adopting supplemental appropriations. The balance of any budget appropriation which has not been spent at the end of the year reverts to the fund from which the appropriation was made.

APPENDIX E

TOWN FINANCIAL INFORMATION AND DEBT STRUCTURE

Accounting Policies and Financial Statements

The accounts of the Town are organized on the basis of funds which are segregated for the purpose of accounting for the operation of specific activities or attaining certain objectives. Each fund is considered a separate accounting entity. The operations of each fund include its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. For a description of the various funds and account groups, see the Town's financial statements appended hereto.

The Town Charter requires that an independent audit will be made of all Town accounts at least annually, and more frequently if deemed necessary by the Council. The audited financial statements must be filed with the state auditor by July 31st of each year. Failure to comply with this requirement to file an audit report may result in the withholding of the Town's property tax revenues by the county treasurers pending compliance.

The basic financial statements from the Town's 2019 Annual Financial Report are appended hereto. Such financial statements are the most current audited financial information available for the Town.

Major Sources of General Fund Revenues

The governmental fund utilized for the administration and operation of the Town is the General Fund. The following are the major sources of revenue to such fund. See also the "Historical General Fund Revenues, Expenditures and Changes in Fund Balances" table hereafter.

Charges for Services. Revenues from charges for services represent the largest source of revenue in the Town's General Fund over the last [] period, comprising \$9,252,197 (23%) of total 2019 General Fund Revenues and [\$_____ (____%) in 2020 (unaudited)]. Charges for services are user based fees established to defray the cost of operations such as park rentals, trash collection and charges for utilities such as water, sewer and drainage.

Sales and Use Taxes. Sales and Use Tax revenues represented the next source of revenue in the Town's General Fund, comprising \$8,567,197 (22%) of total 2019 General Fund Revenues and [\$_____ (____%) in 2020 (unaudited)].

Property Taxes. Property tax revenues represent the next largest source of revenue in the Town's General Fund, comprising of \$ 6,832,671 (17%) of total 2019 General Fund Revenues and [\$_____ (____%) in 2020 (unaudited)]. .

Other Revenue Sources. The Town also receives General Fund revenues from several additional sources including investments, rents, insurance proceeds, reimbursement of expense and other miscellaneous revenue sources, franchise fees, licenses and permits, recreation fees, park development fees, fines and forfeitures, and interest income. Several intergovernmental revenue sources are also included in the General Fund; among these are State highway users' taxes, specific ownership taxes, motor vehicle registration fees, cigarette taxes, road and bridge revenues.

Historical General Fund Operations

Set forth in the following table is a comparative statement of revenues and expenditures of the Town's General Fund, including the December 31 fund balance for each year. The following information should be read together with the general purpose financial statements and accompanying notes of the Town appended hereto. Preceding years' audited financial statements of the Town may be obtained from the sources designated in "MISCELLANEOUS—Additional Information."

Historical General Fund Revenues, Expenditures and Changes in Fund Balances

	2016	2017	2018	2019	2020 (Unaudited) ³
Revenues					
Taxes and Fees	\$ 7,108,659	\$ 8,568,374	\$11,695,694	\$13,640,275	\$18,176,264
Licenses and Permits	581,206	1,037,157	807,291	577,879	806,904
Intergovernmental	518,236	536,088	1,148,846	900,096	933,830
Charges for Services	537,908	621,619	751,504	782,587	12,624
Fines and Forfeitures	144,382	172,567	145,413	214,125	148,877
Interest Income	99,331	82,035	542,811	774,643	397,304
Miscellaneous	<u>131,228</u>	<u>171,429</u>	<u>62,628</u>	<u>1,022,180</u>	<u>719,737</u>
Total Revenues	<u>9,120,950</u>	<u>11,189,269</u>	<u>15,154,187</u>	<u>17,911,785</u>	<u>21,195,540</u>
Expenditures					
General Government	589,263	603,998	1,368,025	1,541,510	3,277,859
Public safety	1,729,677	1,693,843	2,151,841	2,377,020	3,193,597
Public works	1,177,527	1,366,522	1,380,547	1,598,277	1,259,106
Health and Welfare	99,220	116,436	72,130	71,959	--
Culture and Recreation	293,725	351,761	230,455	254,439	441,756
Capital Outlay	<u>110,367</u>	<u>271,002</u>	<u>2,875,276</u>	<u>21,625,367</u>	<u>9,011,382</u>
Total Expenditures	<u>3,999,779</u>	<u>4,403,562</u>	<u>8,078,274</u>	<u>27,468,572</u>	<u>17,183,700</u>
Excess of Revenues Over (Under) Expenditures	5,121,171	6,785,707	7,075,913	(9,556,787)	4,011,840
Other Financing Sources (Uses)					
Transfers In	43,350	43,350	2,250,000	9,000,000	59,895
Transfers Out	<u>(55,299)</u>	<u>(573,900)</u>	<u>(571,416)</u>	<u>(2,85,554)</u>	<u>(3,970,256)</u>
Total Other Financing Sources (Uses)	<u>(511,949)</u>	<u>(530,550)</u>	<u>1,678,584</u>	<u>6,714,446</u>	<u>(3,910,361)</u>
Net Change in Fund Balances	4,609,222	6,255,157	8,754,497	(2,842,341)	101,479
Beginning Fund Balance	26,315,841	30,824,125	43,633,723 ²	52,388,220	54,864,679 ³
Prior Period Adjustment ¹	<u>(100,934)</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>
Ending Fund Balance	<u>\$30,824,129</u>	<u>\$37,079,286</u> ²	<u>\$52,388,220</u>	<u>\$49,545,879</u> ³	<u>\$54,966,158</u>

¹ Beginning fund balance was adjusted to property report developer deposits collected for development as a deposit liability of the Town.

² \$6,554,437 [discuss change in balances from 2016 -2017].

³ Unaudited adjusted figures through December 31, 2020.

⁴ \$5,31,8800 [discuss change in balance from 2019-2020].

Source: Town of Johnstown Finance Department

General Fund Budget Summary and Comparison. The following table compares the Town's General Fund budgets for 2020 and 2021. [Please provide 2021 year to date financials.]

General Fund Budget Summary and Comparison

	2020 Budget (as adopted)	2021 Budget (as adopted)	2021 Year to Date Actuals ¹
Revenues			
Taxes and Fees	\$12,631,080	\$14,917,027	\$ 9,907,243
Licenses and Permits	822,200	899,350	789,408
Fines and Forfeitures	171,000	122,000	74,062
Earnings on Investment	288,000	112,000	38,025
Miscellaneous Revenue	201,200	121,500	216,539
Grants and Contributions	36,000	--	--
Intergovernmental	--	40,000	14,866
Total Revenue	<u>14,149,480</u>	<u>16,211,879</u>	<u>11,040,143</u>
Expenditures			
Council	978,200	1,675,200	709,930
Town Manager	722,750	968,280	157,915
Town Clerk	338,850	413,885	134,662
Finance	230,950	265,230	138,316
Planning	762,600	641,740	278,162
Building Inspections	236,200	259,350	86,878
Police	3,522,080	3,765,193	1,264,067
Public Works and Buildings	343,850	526,675	147,873
Rec Center	--	500,000	208,333
Total Expenditures	<u>7,135,480</u>	<u>9,015,553</u>	<u>3,126,136</u>
Excess (Deficiency) of Revenues and Expenditures	<u>7,014,000</u>	<u>7,196,324</u>	<u>7,914,007</u>
Other Financing Sources (Uses)			
Transfers In	--	750,000	--
Transfers Out	<u>(14,097,660)</u>	<u>7,242,457</u>	<u>(474,024)</u>
Total Other Financing Sources (Uses)	<u>(14,097,660)</u>	<u>(6,492,457)</u>	<u>(474,024)</u>
Net Change in Fund Balance	(7,083,660)	703,867	7,439,983
Beginning Balance	<u>35,143,373</u>	<u>43,273,376</u> ²	<u>54,966,158</u>
Ending Balance	<u>\$ 28,059,713</u>	<u>\$43,977,243</u>	<u>\$62,406,141</u>

¹ Unaudited figures through May 31, 2021.

² As restated.

Source: Town of Johnstown Finance Department

Retirement and Pension Matters

See Note 8 to the Town's financial statements appended hereto for a more complete discussion of the Town's retirement and pension matters.

Insurance Coverage

The Council acts to protect the Town against loss and liability by maintaining certain insurance coverages. The Town carries commercial insurance to cover these risks. The Town Manager believes the

Town's present insurance coverage to be adequate. However, there can be no assurance that the Town will continue to maintain this level of coverage. **[Confirm]**

Deposit and Investment of Town Funds

The Council adopted the [updated] Investment Policy, dated [] (the "Investment Policy"), that sets forth policies with regard to investing the financial assets of all Town funds [except for its Employee Pension Plan Funds, the Deferred Compensation Fund, and the Volunteer Firefighter Pension Fund that are organized and administered separately]. Under the Charter and the Investment Policy, the authority to manage the Town's investment portfolio is vested with the Town Treasurer. Pursuant to the Investment Policy, the Town is to invest its financial assets in accordance with applicable State statutes in eligible depositories and for the collateralization of such deposited funds. See also Note 3 to the Town's financial statements appended hereto. The investment of the proceeds of this issue also is subject to the provisions of the Federal Tax Code. See "TAX MATTERS."

Revenue Obligations

The Council may, by ordinance and without any election and indebtedness, issue securities, and may, without any election, otherwise incur financial obligations for any public purpose payable in whole or in part from any source of revenues other than general ad valorem property taxes or sales and use taxes. Notwithstanding the provisions of Section 13.4 of the Code, the Council may, by ordinance and without any election and indebtedness, utilize property, sales or use tax incentives for economic development or public purpose incentives as determined by the Council. The Town does not have any outstanding revenue obligations upon issuance of the Bonds.

Leases and Long-Term Contracts

The Council has the authority to enter into installment or lease option contracts, subject to annual appropriation, for the purchase of property or capital equipment without prior electoral approval. The term of any such contract may not extend over a period greater than the estimated useful life of the property or equipment. The Town does not have any outstanding leases and long-term contract obligations upon issuance of the Bonds.

Charter Debt Limitation

In accordance with Section 31-15-302 C.R.S., the total outstanding indebtedness of the Town, including the total of principal amounts payable under any installment or lease option contracts, may not exceed 3% of the statutory actual value of taxable property within the Town as determined by the county assessors for the last preceding assessment. [Excluded from the limitation is any indebtedness for the acquisition or extension of a water system and supply, public utilities, projects, enterprises, works or ways from which the Town will derive revenue.] The Town has no outstanding indebtedness applicable to the debt limitation.

As certified by the Larimer and Weld County assessor's office, the Town's "actual" valuation for the 2020 levy year was \$2,657,390,879 resulting in a current debt limit of \$79,721,726. For the amount of debt currently subject to the debt limit see "*—Leases and Long-Term Contracts*" above.

General Obligation Debt

"Debt" or "indebtedness" as used in this section means, generally, obligations backed by the Town's full faith and credit and secured by the unlimited power of the Town to levy ad valorem property

taxes for the payment of bonds and the interest thereon. Any general obligation indebtedness of the Town is subject to certain election requirements. The Town does not have any outstanding general obligation debt upon issuance of the Bonds.

Town Debt Policy

The Town adopted a debt policy on [_____]. Prior to formally adopting a policy, the Town adhered to the provisions of its Town Charter and complied with applicable state and federal legal requirements for municipal debt. Staff also followed guidance provided by the Government Finance Officers Association (“GFOA”) in their Recommended Practices for Debt Management and from the rating agencies regarding prudent financial management for municipalities. [please provide a copy of this policy]

APPENDIX F

ECONOMIC AND DEMOGRAPHIC INFORMATION

The following information is provided to give prospective investors general information concerning selected economic and demographic conditions existing in the larger metropolitan area within which the Town is located. The statistics presented below have been obtained from the referenced sources and represent the most current information available from such sources; however, certain of the information is released only after a significant amount of time has passed since the most recent date of the reported data and therefore, such information may not be indicative of economic and demographic conditions as they currently exist or conditions which may be experienced in the near future. Further, the reported data has not been adjusted to reflect economic trends, notably inflation. Finally, other economic and demographic information not presented herein may be available concerning the area in which the Town is located and prospective investors may want to review such information prior to making their investment decision. *The following information is not to be relied upon as a representation or guarantee of the Town or its officers, employees, or advisors.*

Population

The following table sets forth the population of the Town of Johnstown (the “Town”), Larimer County (“Larimer”), Weld County (“Weld”) and the State of Colorado (the “State”).

Population ¹

Year	Town of Johnstown	Percent Change	Larimer County ¹	Weld County ¹	Colorado
1970	1,191	--	89,900	89,297	2,209,596
1980	1,535	28.88%	149,184	123,438	2,889,735
1990	1,579	2.87	186,136	131,821	3,294,473
2000	3,827	142.37	251,494	180,936	4,302,015
2010	9,887	158.35	299,630	252,825	5,029,196
2019 ²	15,106	--	356,938	323,763	5,763,976

¹ The Town of Johnstown is located in both Larimer and Weld Counties and therefore information for both counties is included herein as pertinent to the Town.

² Estimate.

Source: U.S. Department of Commerce, Bureau of the Census Population and Housing Unit Costs 2010 Census and Colorado Department of Local Affairs

Income

The following tables set forth certain information on household income in Larimer and Weld Counties, the State and the United States.

Median Household Effective Buying Income ¹

	2016	2017	2018	2019	2020
Larimer County	\$52,080	\$51,114	\$58,137	\$58,861	\$63,040
Weld County	52,579	56,125	62,329	57,819	60,064
Colorado	52,345	54,718	57,732	59,227	62,340
United States	46,738	48,043	50,620	52,468	54,686

¹ Calculated as of January 1.

Source: The Nielsen Company, *Site Reports*, 2016-2017; Environics Analytics, *Spotlight Claritas Reports* 2018-2020

Percent of Households by Effective Buying Income Groups – 2020 ¹

	Less Than \$25,000	\$25,000- \$49,999	\$50,000- \$99,999	\$100,000- \$149,999	\$150,000 and more
Larimer County	16.52%	23.58%	35.24%	15.05%	9.63%
Weld County	16.17	24.49	40.61	12.52	6.20
Colorado	15.57	24.20	36.17	14.08	9.98
United States	20.24	25.61	34.10	11.57	8.47

¹ Calculated as of January 1. Totals may not equal 100% due to rounding.

Source: The Nielsen Company, *Site Reports*, 2020

Per Capita Personal Income

	2015	2016	2017	2018	2019
Larimer County	\$47,007	\$48,422	\$51,748	\$54,207	\$55,884
Weld County	43,925	43,745	44,479	48,035	50,198
Colorado	52,254	52,475	55,604	58,896	61,157
United States	49,019	50,015	52,118	54,606	56,490

Source: United States Department of Commerce, Bureau of Economic Analysis

Retail Sales

The retail trade sector employs a large portion of the County's work force and is important to the area's economy. The following table sets forth information on retail sales within the Town, Larimer and Weld Counties, and the State for the years indicated.

Retail Sales (in thousands)								
Year	Johnstown	Percent Change	Larimer County	Percent Change	Weld County	Percent Change	Colorado	Percent Change
2016	\$358,841	--	\$10,417,288	--	\$ 9,875,734	--	\$184,703,410	--
2017	418,736	16.69%	10,769,971	3.39%	11,113,079	12.53%	194,641,958	5.38%
2018	551,068	31.60	11,343,271	5.32	12,167,650	9.49	206,121,045	5.90
2019	483,420	(12.28)	12,432,024	9.60	13,251,205	8.91	224,618,938	8.97
2020	573,596	18.65	13,623,881	9.59	13,198,755	(0.40)	233,586,882	3.99
2021 ¹	146,271	--	3,044,229	--	2,881,470	--	6,323,630	--

¹ Retail sales through March 31, 2021. *[Update closer to posting]*

Source: State of Colorado, Department of Revenue, Retail Sales Reports 2016-2021

School Enrollment

The following table presents a five-year history of school enrollment for Thompson School District R2-J in Larimer County, and Johnstown-Milliken School District RE-5J in Weld County, the school districts serving the Town.

School Enrollment		
Year	Thompson R2-J	Johnstown-Milliken RE-5J
2016/2017	16,280	3,830
2017/2018	16,278	3,891
2018/2019	16,181	3,986
2019/2020	16,163	3,969
2020/2021	14,965	3,738

Source: Colorado Department of Education

Building Activity

The following tables set forth the building permit activity for the Town of Johnstown.

Building Permit History

Year	Residential Single Family		Residential Multi-Family		Commercial	
	Permits	Valuation	Permits	Valuation	Permits	Valuation
2016	124	\$39,924,000	8	\$ 6,436,400	34	\$82,276,100
2017	126	34,783,000	14	54,974,000	7	24,466,437
2018	122	40,820,863	4	36,135,000	44	47,798,400
2019	87	25,120,200	3	12,000,000	32	25,048,600
2020	108	40,405,800	--	--	36	41,667,900
2021 ¹	10	3,580,650	--	--	--	--

¹ Permits issued through January 31, 2021. *[Update closer to posting]*

Source: Johnstown Building Department

Foreclosure Activity

The number of foreclosures filed in Larimer and Weld Counties are set forth in the following table.

History of Foreclosures

Year	Larimer County	Percent Change	Weld County	Percent Change
2017	233	--	360	--
2018	190	(18.45)%	373	3.61%
2019	205	7.89	333	(10.72)
2020 ¹	83	(59.51)	116	(65.17)
2021 ²	15	--	5	--

¹ The decrease in the number of foreclosures filed in 2020 was the result of the State imposed restrictions in place regarding foreclosures. See "INVESTMENT CONSIDERATIONS—COVID-19."

² Foreclosures filed through March 24, 2021. . *[Update closer to posting]*

Source: Larimer and Weld County Public Trustees

Employment

The following tables set forth employment statistics by industry and the most recent historical labor force estimates for Larimer and Weld Counties and the State.

Total Business Establishments and Employment—Larimer County

Industry ¹	Annual 2019		Annual 2020		Annual Change	
	Units	Average Employment	Units	Average Employment	Units	Average Employment
Agriculture, Forestry, Fishing and Hunting	95	988	99	946	4	(42)
Mining	63	559	62	487	(1)	(72)
Utilities	18	270	17	279	(1)	9
Construction	1,399	11,258	1,432	11,092	33	(166)
Manufacturing	520	14,632	526	13,973	6	(659)
Wholesale Trade	744	5,178	745	5,152	1	(26)
Retail Trade	1,155	19,370	1,161	18,480	6	(890)
Transportation and Warehousing	204	2,884	208	3,279	4	395
Information	244	3,348	253	3,052	9	(296)
Finance and Insurance	608	3,410	642	3,367	34	(43)
Real Estate, Rental and Leasing	763	3,128	814	3,046	51	(82)
Professional and Technical Services	2,401	10,818	2,526	11,171	125	353
Management of Companies and Enterprises	173	1,017	208	1,030	35	13
Administrative and Waste Services	744	8,557	776	7,915	32	(642)
Educational Services	193	1,871	210	1,638	17	(233)
Health Care and Social Assistance	1,165	16,625	1,259	16,201	94	(424)
Arts, Entertainment and Recreation	233	2,878	243	2,221	10	(657)
Accommodation and Food Services	914	19,235	924	15,251	10	(3,984)
Other Services	1,001	5,028	1,018	4,681	17	(347)
Non-classifiable	7	21	8	31	1	10
Government	<u>127</u>	<u>34,725</u>	<u>127</u>	<u>34,499</u>	<u>0</u>	<u>(226)</u>
Total	<u>12,767</u>	<u>165,799</u>	<u>13,255</u>	<u>157,790</u>	<u>488</u>	<u>(8,009)</u>

¹ Information provided herein reflects only those employers who are subject to State unemployment insurance law.

Source: Colorado Department of Labor and Employment, Labor Market Information, Annual Census of Employment and Wages (QCEW)

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Total Business Establishments and Employment—Weld County

Industry ¹	Annual 2019		Annual 2020		Annual Change	
	Units	Average Employment	Units	Average Employment	Units	Average Employment
Agriculture, Forestry, Fishing and Hunting	232	4,264	229	4,243	(3)	(21)
Mining	269	8,728	274	5,728	5	(3,000)
Utilities	31	411	32	438	1	27
Construction	1,073	12,664	1,127	11,337	54	(1,327)
Manufacturing	341	14,282	353	13,803	12	(479)
Wholesale Trade	508	4,421	528	4,272	20	(149)
Retail Trade	658	10,488	662	10,610	4	122
Transportation and Warehousing	402	3,895	414	3,603	12	(292)
Information	101	675	105	540	4	(135)
Finance and Insurance	354	2,786	374	2,863	20	77
Real Estate, Rental and Leasing	367	1,438	391	1,359	24	(79)
Professional and Technical Services	878	3,180	958	3,321	80	141
Management of Companies and Enterprises	91	1,871	110	1,929	19	58
Administrative and Waste Services	461	5,899	497	5,726	36	(173)
Educational Services	84	753	90	738	6	(15)
Health Care and Social Assistance	695	9,612	755	9,513	60	(99)
Arts, Entertainment and Recreation	91	962	97	802	6	(160)
Accommodation and Food Services	481	8,837	485	7,724	4	(1,113)
Other Services	591	2,783	574	2,593	(17)	(190)
Non-classifiable ²	--	--	--	--	--	--
--	<u>153</u>	<u>1,646</u>	<u>153</u>	<u>15,933</u>	<u>0</u>	<u>14,287</u>
Total	<u>7,858</u>	<u>114,367</u>	<u>8,208</u>	<u>107,080</u>	<u>350</u>	<u>(7,287)</u>

¹ Information provided herein reflects only those employers who are subject to State unemployment insurance law.

² Information suppressed due to confidentiality as set forth in State Law.

Source: Colorado Department of Labor and Employment, Labor Market Information, Annual Census of Employment and Wages (QCEW)

Labor Force Estimates

Year	Larimer County		Weld County		Colorado	
	Labor Force	Percent Unemployed	Labor Force	Percent Unemployed	Labor Force	Percent Unemployed
2016	187,205	2.8%	149,828	3.4%	2,891,677	3.3%
2017	194,947	2.4	157,550	2.7	2,986,522	2.8
2018	201,302	2.7	165,053	2.9	3,080,661	3.2
2019	206,483	2.4	170,001	2.5	3,148,766	2.8
2020 ¹	203,683	6.3	166,666	7.0	3,122,237	7.3
2021 ^{1, 2}	207,922	5.9	168,637	6.9	3,172,131	6.6

¹ As a result of the COVID-19 pandemic and the federal government induced quarantine, unemployment numbers increased exponentially since reported in April 2020. See "INVESTMENT CONSIDERATIONS—COVID-19."

² Labor force averages through April 30, 2021. *[Update closer to posting]*

Source: State of Colorado, Division of Employment and Training, Labor Market Information, Colorado Labor Force Review

The following table sets forth selected major employers within the Town and the Counties of Larimer and Weld. No independent investigation has been made of and there can be no representation as to the stability or financial condition of the entities listed below, or the likelihood that they will maintain their status as major employers in the Counties.

Town of Johnstown—2020 Principal Employers

Employer	Product or Service	Number of Employees
Weld County School District R5J	Education	390
Scheels	Retail	375
Northern Co. Long Term Acute Care	Healthcare	250
FedEx Ground Packaging System Inc.	Transportation	169
Swire Coca Cola	Manufacturing	165
High Country Beverage	Manufacturing	160
Canyon Bakehouse	Manufacturing	156
TRC Construction Inc	Construction	103
Hays Market, Inc.	Retail	86
Town of Johnstown	Government	72

Source: The Town

Larimer County—2020 Selected Major Employers ¹

Employer	Product or Service	Estimated Number of Employees
UC Health	Healthcare	7,760
Colorado State University	Higher Education	7,676
Poudre School District R-1	Education	3,784
Thompson School District R2-J	Education	2,113
Larimer County	County Government	1,799
Broadcom Inc.	Global Technology Solutions	1,690
City of Fort Collins	Municipal Government	1,637
Woodward Inc.	Aerospace Design and Manufacturing	1,600
Banner Health: McKee Medical Center	Healthcare	1,390
City of Loveland	Municipal Government	1,158

Source: Larimer County 2019 CAFR

Weld County—2020 Selected Major Employers ¹

Employer	Product or Service	Estimated Number of Employees
JBS Swift Beef Company	Food Processing	4,590
Banner Health (NCMC)	Healthcare	3,640
Vestas	Sustainable Energy Services	2,810
Greeley/Evans School District 6	Education	2,200
University of Northern Colorado	Education	1,717
Weld County Government	County Government	1,615
State Farm Insurance	Insurance Provider	1,200
City of Greeley	Municipal Government	1,100
Haliburton Energy Services	Energy Industry	1,030
UC Health	Healthcare	1,030

Source: Weld County 2019 CAFR

APPENDIX G
FORM OF BOND COUNSEL OPINION

APPENDIX H

BOOK-ENTRY-ONLY SYSTEM

The information in this section concerning The Depository Trust Company (“DTC”) New York, NY and DTC’s book-entry-only system has been obtained from DTC, and the Town and the Underwriter take no responsibility for the accuracy thereof.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for the Bonds, as set forth on the inside cover page hereof, in the aggregate principal amount of each maturity of the Bonds and deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation & Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book entry-system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no

knowledge of the actual Beneficial Owners of Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants remain responsible for keeping accounts of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Town as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds are to be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Town or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or Town, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other name as may be requested by an authorized representative of DTC) is the responsibility of the Town or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner will give notice to elect to have its Bonds purchased or tendered, through its Participant, to Tender or Remarketing Agent, and will effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to Tender or Remarketing Agent. The requirement for physical delivery of the Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit for tendered Bonds to Tender or Remarketing Agent's DTC account.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Town or the Paying Agent. Under such circumstances, in the

event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The Town may decide to discontinue use of the system of book entry only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

**[APPENDIX I
SPECIMEN MUNICIPAL BOND INSURANCE POLICY]**

PAYING AGENT AND REGISTRAR AGREEMENT

In consideration of the mutual promises and covenants and subject to the terms, conditions, and covenants hereinafter recited, **THE TOWN OF JOHNSTOWN, COLORADO**, acting by and through its Sanitary Sewer Utility Enterprise (the “Town”), hereby appoints **UMB BANK, N.A.**, Denver, Colorado (the “Bank”), and the Bank accepts such appointment, as Paying Agent (the “Paying Agent”) for the Town’s Sanitary Sewer Utility Revenue Bonds, Series 2021, issued in the aggregate principal amount of \$_____ and dated _____, 2021 (the “Bonds”). The Town also appoints the Bank, and the Bank accepts such appointment, as the authenticating registrar (the “Registrar”) for the Bonds.

Section 1. The Bank hereby accepts all duties and responsibilities required or permitted to be performed by the Registrar and/or Paying Agent as provided in the ordinance authorizing the issuance of the Bonds (the “Ordinance”), adopted by the Town Council of the Town (the “Council”), acting in such capacity and as the governing Board of the Town’s Sanitary Sewer Utility, and shall be subject to the provisions and limitations thereof. Such Ordinance is incorporated herein by reference and capitalized terms used but not otherwise defined herein shall have the respective meanings provided in the Ordinance.

Section 2. The Bank understands and acknowledges that, by reason of the execution hereof, it has assumed a role of agent with respect to the disbursements of funds received from the Town for the purpose of paying the principal of and interest due on the Bonds. The Bank shall receive and disburse such funds solely in accordance with the terms and provisions hereof, and shall remit to the Town the funds not necessary for the purpose of making the aforesaid payments on the Bonds after any particular Due Date, as defined in Section 5 hereof.

Section 3. The Bank shall establish the registration books for the Bonds and thereafter maintain such books in accordance with the provisions of the Ordinance. The Town shall be permitted to review the registration books at any time during the regular business hours of the Bank and, upon written request to the Bank, shall be provided a copy of the list of registered owners of the Bonds. Upon expiration or other termination of this Agreement, in the event that the Bonds are no longer held in book-entry form, the Bank shall promptly return such registration books to the Town.

Section 4. The Bank shall establish a “Cost of Issuance” account to pay costs of issuance associated with the issuance of the Bonds. Funds shall be disbursed by the Bank from the Costs of Issuance account upon written direction from the Town in accordance with the closing memorandum prepared by the Underwriter, which shall summarize the approved costs. The Bank may rely conclusively on any such direction and shall not be required to make any independent investigation in connection therewith. Any amounts remaining in such account within 60 days of the date of this Agreement shall be transferred to the Town (to be deposited by the Town into the Bond Account pursuant to the Ordinance) at its written direction.

Section 5. The Bank shall make payments of principal and interest on the Bonds on each date established for payment thereof (each, a “Due Date”). Prior to a Due Date, the Town shall furnish funds to the Bank in amounts sufficient to pay all amounts due. Such funds shall be used by the Bank solely for the purpose of paying the principal of and interest on the Bonds in

accordance with their terms and the provisions of the Ordinance and the Sale Certificate. The Bank shall have no duty to make any payments prior to any Due Date or until funds necessary to cover all payments due on the Due Date have been deposited with it. The Bank shall not be required to advance its own funds for any payments in connection with the Bonds. The Bank shall not be required to invest or to pay interest on any funds of the Town for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

Section 6. The Bank shall be entitled to payments from the Town of its fees and reasonable expenses for acting as Paying Agent and Registrar in accordance with the fee schedule attached hereto as Exhibit A, and such fees and expenses shall be paid notwithstanding that the Bonds have been refunded or otherwise refinanced at the time the payment is due.

Section 7. Within one year after the final maturity date of the Bonds, the Bank shall present a final statement and shall return any unclaimed funds to the Town. All cancelled Bonds and blank, unused certificates retained by the Bank shall be cancelled in accordance with the customary practices of the Paying Agent and applicable retention laws. In the event that the Bonds are no longer held in book-entry form, the final statement shall include a list of any unpaid Bonds and any outstanding or unclaimed interest checks.

Section 8. The Bank may resign at any time by giving prior written notice of such resignation to the Town at its last known address, and thereupon such duties as Paying Agent shall cease not sooner than 30 days following the Town's receipt of such notice. The Town shall appoint a successor agent and, upon such successor appointment, the Paying Agent shall deliver to the successor agent all its funds, documents, files and records relating to the Bonds. If a successor agent is not appointed within 90 days, the Bank may petition a court of competent jurisdiction to appoint a successor agent. The successor agent shall notify the registered owners of the Bonds of any change in agents as soon as the successor agent is appointed.

Section 9. This Agreement shall terminate upon delivery of the final statement described in Section 7 hereof or upon removal of the Paying Agent as provided in the Ordinance.

Section 10. The terms and conditions of this Agreement may be amended only by written agreement between the Town and the Bank adopted in the same manner as this Agreement. The Town shall file with the Bank certified copies of all future amendments to the Ordinance or other documents pertaining to the Bonds after the date of this Agreement.

Section 11. Any company or national banking association into which the Bank may be merged or converted or with which it may be consolidated or any company or national banking association resulting from any merger, conversion or consolidation to which it shall be a party or any company or national banking association to which the Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible, shall be successor to such Bank without the execution of filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 12. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be

deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

Section 13. This Agreement shall be governed by the internal laws of the State of Colorado without regard to its choice of law analysis. Both parties hereto (i) agree that any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the District Court, City and County of Denver, Colorado; (ii) waive any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum; and (iii) irrevocably consent to the jurisdiction of the District Court, City and County of Denver, Colorado in any such suit, action or proceeding.

Section 14. Any notice or other communication to be given to the Town or the Bank under this Agreement may be given by delivering the same in writing, either electronically, by facsimile or by mail, postage prepaid, to the following:

To the Bank:

UMB Bank, n.a.
1670 Broadway
Denver, CO 80202
Attention: Corporate Trust and Escrow Services
Telephone: 303.839.2258
Facsimile: 303.764.3699
Email: John.Wahl@umb.com

To the Town:

Town of Johnstown, Colorado
450 S. Parish Ave.
Johnstown, Colorado 80534
Attention: Town Manager
Telephone: 970.587.4664
Email: mlecerf@townofjohnstown.com

Section 15. This Agreement shall be dated as of the date of the Bonds set forth above.

[Remainder of page left intentionally blank]

[SEAL]

TOWN OF JOHNSTOWN, COLORADO, acting
by and through its Sanitary Sewer Utility Enterprise

By _____
Mayor

Attest:

By _____
Town Clerk

UMB BANK, N.A., as Paying Agent

By _____
Authorized Officer

[Signature Page to Paying Agent and Registrar Agreement]

EXHIBIT A
to
PAYING AGENT AND REGISTRAR AGREEMENT
(Attach Bank Fee Schedule)

\$ _____
TOWN OF JOHNSTOWN
ACTING BY AND THROUGH ITS SANITARY SEWER UTILITY ENTERPRISE
WASTEWATER REVENUE BONDS, SERIES 2021

BOND PURCHASE AGREEMENT

_____, 2021

Town of Johnstown
 450 S. Parish Avenue
 Johnstown, Colorado 80534

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), acting on behalf of itself and not as an agent or fiduciary for you, offers to enter into this Bond Purchase Agreement (the “Purchase Agreement”) with the Town of Johnstown, acting by and through its Sanitary Sewer Utility Enterprise (the “Issuer”), which Purchase Agreement will be binding upon the Issuer and the Underwriter upon the acceptance hereof by the Issuer. This offer is made subject to its acceptance by the Issuer, by the execution of this Purchase Agreement and its delivery to the Underwriter on or before 11:59 p.m., Colorado time, on the date hereof. Capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Bond Ordinance (as hereinafter defined).

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the Underwriter hereby agrees to purchase for offering to the public, and the Issuer hereby agrees to cause to be delivered to the Underwriter all (but not less than all) of the \$_____ aggregate principal amount of Town of Johnstown, acting by and through its Sanitary Sewer Utility Enterprise, Wastewater Revenue Bonds, Series 2021 (the “Bonds”), at the interest rates and subject to the redemption provisions shown on Exhibit A hereto, which is incorporated herein by this reference.

The aggregate purchase price for the Bonds shall be \$_____ (representing the aggregate principal amount of the Bonds, plus original issue premium of \$_____, less an underwriting discount of \$_____).

2. Description and Purpose of the Bonds. The Bonds shall be issued pursuant to a Bond Ordinance adopted by the Town Council of Issuer (the “Council”) on July 19, 2021 (the “Bond Ordinance”).

The Bonds are being issued to: (i) finance construction, replacement and update of current wastewater treatment facilities and related sanitary sewer system improvements; (ii) [fund the Reserve Account]; and (iii) pay the costs of issuance of the Bonds.

3. Public Offering.

(a) The Underwriter agrees to make an initial bona fide public offering of all the Bonds at a price of 100% of the principal amount thereof. Subsequent to the initial public offering, the Underwriter reserves the right to change such initial offering price or prices as the Underwriter shall deem necessary in connection with the marketing of the Bonds and to offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering price or prices set forth in the hereinafter referred to Official Statement. The Underwriter also reserves the right (i) to engage in transactions that stabilize, maintain or otherwise affect the market price of the Bonds at a level above that which might otherwise prevail in the open market and (ii) to discontinue such transactions, if commenced, at any time.

(b) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing (as defined below) an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel (as defined below), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the District Manager.

(c) [Except as otherwise set forth in Exhibit A,] the Issuer will treat the first price at which 10% of each maturity of the Bonds (the “10% test”), identified under the column “10% Test Used” in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined below) has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or Bond Counsel. For purposes of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been

sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable to the Issuer for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each

such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public); and

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

4. Delivery of Official Statement. Pursuant to the authorization of the Issuer, the Underwriter has distributed copies of the Preliminary Official Statement, dated _____, 2021, relating to the Bonds, which, together with the cover page and appendices thereto, is herein called the “Preliminary Official Statement.” By its acceptance of this proposal, the Issuer hereby approves and ratifies the distribution and use by the Underwriter of the Preliminary Official Statement. The Issuer has previously deemed the Preliminary Official Statement to be final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”), except for information permitted to be omitted therefrom by Rule 15c2-12, and has executed a certificate to that effect in the form attached as Exhibit C.

The Issuer agrees to execute and deliver a final Official Statement (the “Official Statement”) in substantially the same form as the Preliminary Official Statement with such changes as may be made thereto, with the consent of the Issuer and the Underwriter, and to provide copies thereof to the Underwriter as set forth in Section 6(n) hereof. The Issuer hereby authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds: the Preliminary Official Statement, the Official Statement, the Bond Ordinance and other documents or contracts to which the Issuer is a party in connection with the transactions contemplated by this Purchase Agreement, including this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by the Issuer to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

5. The Closing. At 8:00 a.m., Mountain time, on [August 26, 2021] or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Issuer

and the Underwriter (the “Closing Date”), the Issuer will cause to be executed and delivered: (i) the Bonds in book-entry form through the facilities of The Depository Trust Company, or its agent, on behalf of the Underwriter, (ii) the closing documents hereinafter mentioned, at the offices of Kutak Rock LLP (“Bond Counsel”), in Denver, Colorado or another place to be mutually agreed upon by the Issuer and the Underwriter. The Underwriter will accept such delivery of the Bonds. This payment for and delivery of the Bonds, together with the execution and delivery of the aforementioned documents is herein called the “Closing.”

6. The Issuer’s Representations, Warranties and Covenants. The Issuer represents, warrants and covenants to the Underwriter that:

(a) Due Organization, Existence and Authority. The Issuer is an “enterprise” within the meaning of Article X, Section 20 of the Colorado Constitution, with full right, power and authority to execute, deliver and perform its obligations under this Purchase Agreement, the Bond Ordinance and the Continuing Disclosure Undertaking, dated [August 26, 2021] executed by the Issuer (the “Continuing Disclosure Undertaking” and, collectively with the Purchase Agreement and the Bond Ordinance, the “Issuer Documents”) and to carry out and consummate the transactions contemplated by the Issuer Documents and the Official Statement.

(b) Due Authorization and Approval. By all necessary official action of the Issuer, the Issuer has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations contained or described in, the Preliminary Official Statement, the Official Statement and the Issuer Documents and as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered by all signatory parties, each Issuer Document will, to the best of the Issuer’s knowledge, constitute the legally valid and binding obligation of the Issuer enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws or equitable principles relating to or affecting creditors’ rights generally or by the exercise of judicial discretion in appropriate cases or by limitations on legal remedies against public agencies in the State of Colorado (the “State”).

(c) Official Statement Accurate and Complete. To the best of the Issuer’s knowledge, the Preliminary Official Statement was as of its date, and the Official Statement is, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement contain no misstatement of any material fact and do not omit any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading (except no representation is made with respect to information relating to DTC or DTC’s book-entry system).

(d) Underwriter’s Consent to Amendments and Supplements to Official Statement. The Issuer will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Issuer will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds.

(e) District Agreement to Amend or Supplement Official Statement. If after the date of this Purchase Agreement and until 25 days after the end of the “underwriting period” (as defined in Rule 15c2-12), any event occurs as a result of which the Official Statement as then amended or supplemented would include an untrue statement of a material fact, or omit to state any material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, and, in the reasonable opinion of the Underwriter, an amended or supplemented Official Statement should be delivered in connection with the offers or sales of the Bonds to reflect such event, the Issuer promptly will prepare at its expense an amendment or supplement which will correct such statement or omission and the Issuer shall promptly furnish to the Underwriter a reasonable number of copies of such amendment or supplement. The Underwriter hereby agrees to deposit the Official Statement with the Municipal Securities Rulemaking Board. The Underwriter acknowledges that the end of the “underwriting period” will be the date of Closing.

(f) No Material Change in Finances. Except as otherwise described in the Official Statement, there shall not have been any material adverse changes in the financial condition of the Issuer or the Enterprise since December 31, 2020.

(g) No Breach or Default. As of the time of acceptance hereof, and all to the best of the Issuer’s knowledge: (A) the Issuer is not in default, nor has it been in default, as to principal or interest with respect to an obligation issued by the Issuer, and (B) the Issuer is not, in any manner which would materially adversely affect the transactions contemplated by the Issuer Documents, (i) in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, ordinance, ordinance, agreement or other instrument to which the Issuer is a party or is otherwise subject, and, (ii) no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute, in any manner which would materially adversely affect the transactions contemplated by the Issuer Documents, a default or event of default under any such instrument; and, (iii) as of such time, the authorization, execution and delivery of the Issuer Documents and compliance with the provisions of each of such agreements or instruments do not in any manner which would materially adversely affect the transactions contemplated by the Issuer Documents, conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, ordinance, ordinance, agreement or other instrument to which the Issuer (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the Issuer Documents.

(h) No Litigation. As of the time of acceptance hereof, to the best knowledge of the Issuer or the Town of Johnstown (the “Town”), no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending or threatened (A) in any way questioning the corporate existence of the Issuer or the District or the titles of the officers of the Issuer or the Town to their respective

offices; (B) affecting, contesting or seeking to prohibit, restrain or enjoin the execution or delivery of any of the Bonds, or in any way contesting or affecting the validity of the Bonds or the Issuer Documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of interest on the Bonds from gross income for federal income tax purposes or contesting the powers of the Issuer to enter into the Issuer Documents; (C) which, except as described in the Official Statement, may result in any material adverse change to the financial condition of the Issuer or the Enterprise or to the sufficiency of Net Revenues to pay the principal of and interest on the Bonds when due; or (D) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (A) through (D) of this sentence.

(i) No Prior Liens on Net Revenues. Except as otherwise described in the Official Statement, the Issuer does not and will not have outstanding any indebtedness which indebtedness is secured by a lien on the Net Revenues superior to or equal to the lien of the Bonds on the Net Revenues.

(j) Further Cooperation: Blue Sky. The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (A) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (B) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the Issuer shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(k) Consents and Approvals. All authorizations, approvals, licenses, permits, consents and orders of or filings with any governmental authority, legislative body, board, agency or commission having jurisdiction in the matters which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Issuer of its obligations in connection with the Issuer Documents have been duly obtained or made, except as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds.

(l) No Other Obligations. Between the date of this Purchase Agreement and the date of Closing, the Issuer will not, without the prior written consent of the Underwriter, offer or issue any bonds, notes or other obligations for borrowed money, or incur any material liabilities, directly or contingently payable from the Net Revenues.

(m) Certificates. Any certificate signed by any official of the Issuer and delivered to the Underwriter shall be deemed to be a representation and warranty by the Issuer to the Underwriter as to the statements made therein.

(n) Provision of Official Statement. The Issuer hereby covenants and agrees that no later than the date of Closing, the Issuer shall cause final printed copies of the Official Statement to be delivered to the Underwriter in such number of copies as shall reasonably be requested by the Underwriter.

(o) Continuing Disclosure. Except as disclosed in the Preliminary Official Statement, for the previous five years, the Issuer has been and the Issuer is currently in compliance with all continuing disclosure undertakings that it has entered into pursuant to Rule 15c2-12 in all material respects.

7. Closing Conditions. The Underwriter has entered into this Purchase Agreement in reliance upon the representations, warranties and covenants herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Purchase Agreement to purchase and pay for the Bonds shall be subject to the following additional conditions:

(a) Bring-Down Representation. The representations, warranties and covenants of the Issuer contained herein, shall be true, complete and correct at the date hereof and at the time of the Closing, as if made on the date of the Closing.

(i) Executed Agreements and Performance Thereunder. At the time of the Closing (i) the Issuer Documents shall be in full force and effect, and shall not have been amended, modified or supplemented except with the written consent of the Underwriter, (ii) there shall be in full force and effect such ordinances as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated by the Official Statement and the Issuer Documents, (iii) the Issuer shall perform or have performed its obligations required or specified in the Issuer Documents to be performed at or prior to Closing, and (iv) the Official Statement shall not have been supplemented or amended, except pursuant to Paragraphs 6(d) and 6(e) hereof or as otherwise may have been agreed to in writing by the Underwriter.

(ii) No Default. At the time of the Closing, no default, or any event that with the passage of time would be reasonably likely to result in default, shall have occurred or be existing under the Ordinances, the Issuer Documents, or any other agreement or document pursuant to which any of the Issuer's financial obligations were issued and the Issuer shall not be in default in the payment of principal or interest on any of its financial obligations which default would materially adversely impact the ability of the Issuer to pay the principal of and interest on the Bonds.

(b) Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Purchase Agreement, without liability therefor, by written notification to the Issuer if, between the date of this Purchase Agreement to and including the Closing, in the Underwriter's sole and reasonable judgment any of the following events shall occur:

(i) any event shall occur which causes any statement contained in the Official Statement to be materially misleading or results in a failure of the Official Statement to state a material fact necessary to make the statements in the Official

Statement, in the light of the circumstances under which they were made, not misleading, and to which the Issuer has failed to cure after being given notice and reasonable opportunity to cure such misstatement or omission; or

(ii) the marketability of the Bonds or the market price thereof has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of this Purchase Agreement in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any federal or State court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or State authority materially adversely affecting the federal or State tax status of the Issuer, or the status of the interest on bonds or notes or obligations of the general character of the Bonds; or

(iii) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered, which materially adversely affects the market price of the Bonds; or

(iv) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the execution, delivery, offering or sale of obligations of the general character of the Bonds, or the execution, delivery, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Bond Ordinance needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(v) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental

authority or by any national securities exchange which restrictions materially adversely affect the Underwriter's ability to trade the Bonds; or

(vi) a general banking moratorium shall have been established by federal or state authorities or any material disruption in commercial banking or securities settlement or clearance services, including, but not limited to, those of DTC, shall have occurred; or

(vii) the market price or marketability of the Securities, or the ability of the Underwriters to enforce contracts for the sale of the Securities, shall be materially adversely affected by any of the following events:

(A) there shall have occurred (i) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (ii) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(B) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(viii) any rating of the securities of the Issuer or the Enterprise reflecting the creditworthiness of the Issuer or the Enterprise shall have been downgraded, suspended, withdrawn or have had any action taken with respect thereto by a national rating service, which, in the Underwriter's reasonable opinion, materially adversely affects the marketability or market price of the Bonds; or

(ix) the commencement of any action, suit or proceeding described in Paragraph 6(h) hereof which, in the reasonable judgment of the Underwriter, materially adversely affects the market price of the Bonds.

(c) Closing Documents. At or prior to the Closing, the Underwriter shall receive with respect to the Bonds the following documents:

(i) Bond Opinion. An approving opinion of Bond Counsel dated the date of the Closing and substantially in the form included as Appendix D to the Official Statement, together with a letter from such counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that the foregoing opinion addressed to the Issuer may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it;

(ii) Supplemental Opinion. A supplemental opinion or opinions of Bond Counsel addressed to the Underwriter, in form and substance acceptable to the Underwriter, and dated the date of the Closing substantially to the following effect:

(A) The Purchase Agreement has been duly authorized, executed and delivered by the Issuer and is a valid and binding agreement of the Issuer enforceable in accordance with its terms, except that the rights and obligations under the Purchase Agreement are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State; and

(B) The statements contained in the Official Statement on the cover page and under the captions "INTRODUCTION," "THE BONDS," and "TAX MATTERS" and in Appendix D thereto, insofar as such statements purport to summarize certain provisions of the Bonds, the Bond Ordinance, State law and Bond Counsel's opinions concerning certain federal and State tax matters relating to the Bonds, are accurate in all material respects as of the date of the Official Statement and as of the date of Closing;

(iii) Opinion of Issuer's Counsel. An opinion of the Law Office of Avi S. Rocklin, LLC, Loveland, Colorado, as Issuer's counsel, dated the date of the Closing and addressed to the Underwriter, in form and substance acceptable to the Underwriter, relating to: (A) the due organization of the Issuer and the Town, (B) the officials of the Town named in the Official Statement have been duly elected or appointed to and are as of the date hereof qualified to serve in their respective positions, (C) the due authorization, execution and delivery of the Issuer Documents, (D) the enforceability of the Issuer Documents, against the Town, (E) the information respecting the Town and the Issuer in certain sections of the Preliminary Official Statement and the Official Statement, (F) the absence of any material litigation involving the Town or the Issuer, (G) the adoption of the Bond Ordinance; and (H) such other matters as may be reasonably required;

(iv) Underwriter's Counsel Opinion. An opinion of Stradling, Yocca, Carlson & Rauth, a Professional Corporation, counsel to the Underwriter ("Underwriter's Counsel"), dated the date of Closing and addressed to the Underwriter in form and substance acceptable to the Underwriter;

(v) Issuer Certificate. A certificate of the Issuer, dated the date of the Closing, signed on behalf of the Issuer by the [Town Manager] or other duly authorized officer of the Issuer to the effect that:

(A) The representations, warranties and covenants of the Issuer contained in the Purchase Agreement are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing and the Issuer has complied with all of the terms and conditions of the Purchase Agreement required to be complied with by the Issuer at or prior to the date of the Closing;

(B) No event affecting the Issuer has occurred since the date of the Official Statement which has not been disclosed therein or in any

supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (except no representation is made with respect to information relating to DTC or DTC's book-entry system); and

(C) No event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute an event of default under the Issuer Documents;

(vi) Disclosure Counsel Opinion. A letter of Kutak Rock LLP, as disclosure counsel to the Issuer ("Disclosure Counsel"), addressed to the Underwriter and the Issuer, to the effect that, based upon the information made available to them in the course of their participation in the preparation of the Preliminary Official Statement and the Official Statement and without passing on and without assuming any responsibility for the accuracy, completeness and fairness of the statements in the Preliminary Official Statement and the Official Statement, and having made no independent investigation or verification thereof, and stated as a matter of fact and not opinion that, during the course of its representation of the Issuer on this matter, no facts came to the attention of the attorneys in its firm rendering legal services in connection with the Preliminary Official Statement and the Official Statement which caused them to believe that the Preliminary Official Statement, as of its date and as of the date hereof, or the Official Statement, as of its date and as of the date of the Closing (except information relating to DTC and its book-entry system, which shall be expressly excluded from the scope of this paragraph and as to which such firm will express no opinion or view) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vii) Transcripts. One transcript of all proceedings relating to the authorization and issuance of the Bonds;

(viii) Official Statement. The Official Statement and each supplement or amendment, if any, thereto, executed on behalf of the Issuer by duly authorized officers of the Issuer;

(ix) Issuer Documents. An original executed copy of each of the Issuer Documents;

(x) 8038-G. Evidence that the federal tax information form 8038-G has been prepared for filing;

(xi) Tax Certificate. A tax certificate in form satisfactory to Bond Counsel;

(xii) Rating. evidence that the Bonds have an insured rating of "___" and an underlying rating of "___" by S&P Global Ratings;

(xiii) [Insurance Policy]. Insurance policy and surety bond of _____ (the “Insurer”);

(xiv) Insurer Documents. Closing certificates and opinions of the Insurer in forms acceptable to Bond Counsel and the Underwriter]; and

(xv) Additional Documents. Such additional certificates, instruments and other documents as the Underwriter may reasonably deem necessary.

If the Issuer shall be unable to satisfy the conditions contained in this Purchase Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder, except as further set forth in Section 8 hereof.

8. Expenses. The Underwriter shall be under no obligation to pay and the Issuer shall pay or cause to be paid the expenses incident to the performance of the obligations of the Issuer hereunder including but not limited to (a) the costs of the preparation and printing, or other reproduction (for distribution on or prior to the date hereof) of the Issuer Documents and the cost of preparing, printing, issuing, and delivering the Bonds, (b) the fees and disbursements of any counsel, financial advisors, accountants, or other experts or consultants retained by the Issuer; (c) the fees and disbursements of Bond Counsel, Disclosure Counsel and General Counsel to the Issuer; (d) the cost of printing the Official Statement and any supplements and amendments thereto, including the requisite number of copies thereof for distribution by the Underwriter; (e) charges of rating agencies for any rating with respect to the Bonds; (f) expenses (included in the expense component of the Underwriter’s spread) incurred on behalf of the Issuer’s officers or employees which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, lodging, and entertainment of those officers or employees; (g) CUSIP Service Bureau fees and charges; and (h) fees of any trustee or paying agent.

The Underwriter shall pay and the Issuer shall be under no obligation to pay all expenses incurred by it in connection with the public offering and distribution of the Bonds, including any advertising expenses, and the Underwriter shall pay any costs and expenses incurred in connection with the preparation and distribution of any blue sky surveys or any legal investment memoranda and the costs and fees of Underwriter’s Counsel.

9. Notice. Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing to the Town of Johnstown, 450 S. Parish Avenue, Johnstown, Colorado 80534, Attention: Town Manager. Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 1401 Lawrence Street, Suite 900, Denver, Colorado 80202, Attention: Alan Matlosz.

10. Entire Agreement. This Purchase Agreement, when accepted by the Issuer shall constitute the entire agreement among the Issuer and the Underwriter with respect to the subject matter hereof and is made solely for the benefit of the Issuer, and the Underwriter (including the successors of the Underwriter). No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein.

11. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that: (a) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter; (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Issuer; (c) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement; (d) the Underwriter is not acting as municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended); and (e) the Issuer has consulted its own legal, financial and other advisors to the extent they deemed appropriate in connection with the offering of the Bonds.

12. Benefit. This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors thereof) and no other person, partnership or association, shall acquire or have any right hereunder or by virtue hereof. All representations and agreements by the Issuer in this Purchase Agreement shall remain operative and in full force and effect except as otherwise provided herein, regardless of any investigations made by or on behalf of the Underwriter and shall survive the delivery of and payment of the Bonds.

13. Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

14. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

15. State Law Governs. THE VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO.

16. No Assignment. The rights and obligations created by this Purchase Agreement shall not be subject to assignment by the Underwriter or the Issuer without the prior written consent of the other parties hereto.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By: _____
Authorized Officer

Accepted as of _____ [a.m.][p.m.]:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Town Manager

EXHIBIT A

MATURITY SCHEDULE

\$ _____

TOWN OF JOHNSTOWN

WASTEWATER REVENUE BONDS, SERIES 2021

MATURITY SCHEDULE

<i>Maturity Date ([Principal Payment Date])</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Initial Offering Price</i>	<i>10% Test Used</i>	<i>Hold the Offering Price Rule Used</i>
2021						
2022						
2023						
2024						
2025						
2026						
2027						
2028						
2029						
2030						
2031						
2032						
2033						
2034						
2035						
2036						
2037						
2038						
2039						
2040						
20__ ^T						
20__ ^T						

^C Yield to the first optional redemption date of [Principal Payment Date], 20__, at par.

^T Term Bond

Optional Redemption of Bonds. The Bonds maturing on and before [Principal Payment Date], 20__, are not subject to redemption prior to their respective maturity dates. The Bonds maturing on and after [Principal Payment Date], 20__ are subject to redemption prior to maturity, at the option of the District, in whole or in part, and if in part in such order of maturities as the District will determine and by lot within a maturity, on [Principal Payment Date], 20__, and on any date thereafter, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date.

Mandatory Sinking Fund Redemption. The Bonds maturing on [Principal Payment Date], 20__ are subject to mandatory sinking fund redemption by lot on [Principal Payment Date] of the years and in the principal amounts specified below, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date:

Redemption Date	Principal Amount
------------------------	-------------------------

¹ Final maturity; not a sinking fund redemption payment.

The Bonds maturing on [Principal Payment Date], 20__ are subject to mandatory sinking fund redemption by lot on [Principal Payment Date] of the years and in the principal amounts specified below, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date:

Redemption Date	Principal Amount
------------------------	-------------------------

¹ Final maturity; not a sinking fund redemption payment.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding each sinking fund redemption date, the Town may (i) deliver to the Paying Agent for cancellation any Bonds with the same maturity date as the Bonds subject to such sinking fund redemption and (ii) receive a credit in respect of its sinking fund redemption obligation for any Bonds with the same maturity date as the Bonds subject to such sinking fund redemption which prior to such date have been redeemed (otherwise than through the operation of the sinking fund) and cancelled by the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each Bond so delivered or previously redeemed shall be credited by the Paying Agent at the principal amount thereof to the obligation of the Town on such sinking fund redemption date, and the principal amount of Bonds to be redeemed by operation of such sinking fund on such date shall be accordingly reduced.

EXHIBIT B

\$ _____

**TOWN OF JOHNSTOWN, COLORADO
ACTING BY AND THROUGH ITS SANITARY SEWER UTILITY ENTERPRISE
WASTEWATER REVENUE BOND
SERIES 2021**

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (“Stifel”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***[Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated _____, 2021, by and between Stifel and the Issuer, Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *[Hold-the-Offering-Price Maturities]* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2021), or (ii) the date on which Stifel has sold at least 10% of such

Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the Town of Johnstown.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) [Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2021.

(f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Kutak Rock LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By: _____

Name: _____

Dated: _____, 2021

SCHEDULE A
SALE PRICES OF THE GENERAL RULE MATURITIES

(Attached)

EXHIBIT C

\$ _____ *

**TOWN OF JOHNSTOWN, COLORADO
ACTING BY AND THROUGH ITS SANITARY SEWER UTILITY ENTERPRISE
WASTEWATER REVENUE BOND
SERIES 2021**

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents to Stifel, Nicolaus & Company, Incorporated (the "Underwriter") that the undersigned is a duly appointed and acting officer of the Town of Johnstown, Colorado (the "Issuer") authorized to execute this Certificate, and further hereby certifies and confirms on behalf of the Issuer to the Underwriter as follows:

(1) This Certificate is delivered to enable the Underwriter to comply with Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") in connection with the offering and sale of the Issuer's Wastewater Revenue Bonds, Series 2021 (the "Bonds").

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated _____, 2021, setting forth information concerning the Bonds, the Issuer and the Enterprise, as issuer of the Bonds (the "Preliminary Official Statement").

(3) As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters and the identity of the underwriter(s), all with respect to the Bonds.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, deemed final within the meaning of the Rule and has been, and the information therein is accurate and complete in all material respects except for the Permitted Omissions.

IN WITNESS WHEREOF, I have hereunto set my hand as of the ____ day of _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

By _____
Town Manager

* Preliminary, subject to change.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 7, 2021

SUBJECT: Ordinance 2021-203 Disconnecting portions of the Maxfield Annexation No. 1 from the Town of Johnstown

ACTION PROPOSED: Hold Public Hearing and Consider Ordinance 2021-203 on First Reading

ATTACHMENTS:

1. Ordinance 2021-203
2. Land Use Application
3. De-annexation Map
4. Memo from Law Office of Avi Rocklin, LLC (Town Attorney), dated 2/24/2020

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Coonrads own property located at 641 N. County Road 3, in Larimer County. They have acquired adjacent outlots and parcels, some of which appear to have been included in the Maxfield Annexation No. 1. See Attachment 3 and 4 for graphic depictions of these properties. The disconnection would affect approximately 0.18 acres of land.

The Coonrads have encountered title issues and discrepancies, and in an attempt to clean up the title to their property, need to ensure the entirety of the parcel is in the unincorporated area of Larimer County, and therefore seek to disconnect / “de annex” certain portions from the Town of Johnstown. There are additional possible complications with future use of or permitting on the property when it is partially annexed, which this solution will also serve to avoid. This property is an enclave, surrounded wholly by the Town of Johnstown, and is eligible for annexation in the future.

Notice of this requested disconnection / de-annexation was sent electronically as well as mailed to the Larimer County Board of County Commissioners on March 17, 2021, per C.R.S. 31-12-501, by the Applicant. No response or notice of concern has been forthcoming.

Town Staff and Attorney have no concerns with this request.

LEGAL ADVICE:

Ordinance was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Ordinance 2021-203 Disconnecting portions of the Maxfield Annexation No. 1 from the Town of Johnstown

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

SUGGESTED MOTIONS:

For Approval

I move that the Town Council approve Ordinance 2021-203 Disconnecting portions of the Maxfield Annexation No. 1 from the Town of Johnstown on First Reading.

For Denial

I move that the Town Council deny Ordinance 2021-203 Disconnecting portions of the Maxfield Annexation No. 1 from the Town of Johnstown on First Reading.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2021-203

AN ORDINANCE DISCONNECTING CERTAIN LAND BEING A PORTION OF THE MAXFIELD ANNEXATION NO. 1 AND ALL OF OUTLOT E, THOMPSON CROSSING II, FILING NO. 1, SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, AND CONSISTING OF APPROXIMATELY 0.21 ACRES

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

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

WHEREAS, pursuant to the Maxfield Annexation No. 1, recorded with the Larimer County Clerk and Recorder at Reception No. 20070084418 (“Maxfield Annexation”), the Town annexed, or may have annexed, depending on whether the annexation map is read to include property described by deed or by monumentation, property being a portion of the Maxfield Annexation and all of Outlot E, Thompson Crossing II, Filing No. 1, situated in the Northeast Quarter of the Southeast Quarter of Section 14, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 0.21 acres, which property is legally described and shown on the map attached hereto and incorporated herein by reference as Exhibit A (“Property”); and

WHEREAS, on or about December 17, 2020, the owners of the Property, Brittany and Jonathan Coonrad, who reside at 641 North County Road 3, submitted an application to disconnect the Property from the boundaries of the Town and thereafter provided notice as required by § 31-12-501, C.R.S.; and

WHEREAS, the Town Council has given due consideration to the application and has determined that the best interests of the Town will not be prejudiced by disconnection of the Property; and

WHEREAS, the Town Council has determined that the requirements of § 31-12-501, C.R.S., have been met; and

WHEREAS, by approving the disconnection, the Town Council does not intend to waive or limit the Town’s right to re-annex the Property at a subsequent date based on the status of the Property as an enclave of the Town; and

WHEREAS, the Town Council thus finds that it is in the best interest of the Town to approve the disconnection of the Property.

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

Section 1. Disconnection of the Property, described on Exhibit A, is hereby approved.

Section 2. The Town Clerk is hereby authorized and directed to:

- A. File the original copy of the Ordinance along with the legal description and attached map in the office of the Town Clerk; and
- B. File two certified copies of Ordinance along with the legal description and attached map with the Larimer County Clerk and Recorder.

Section 3. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town's Home Rule 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 Town's Home Rule Charter and as provided by state law. Copies of the entire Ordinance shall be available at the office of the Town Clerk.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
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 _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor



Town of Johnstown

LAND USE APPLICATION

Project Name: Coonrad - 641 N. County Road 3

Description: Deannexation of certain portiosn of the property located at 641 N. County Road 3

Land Use: ☐ Site Development Plan ☐ Use by Special Review ☐ Conditional Use Grant ☒ (de)Annexation

Subdivision: ☐ Replat/Minor ☐ Preliminary ☐ Final ☐ Combined Prelim/Final

PUD: ☐ Outline/ODP ☐ Prelim/PDP ☐ Final/FDP

Zoning: ☐ Establish Zoning ☐ Rezone

Wireless: ☐ Small Cell ☐ EFR ☐ Alt. Tower ☐ Base Station ☐ Tower/Other

Other: ☐ Downtown Façade Grant

Site Address or Parcel #s: 641 N. County Road 3, Johnstown, CO 80534

Applicant/Project Owner: Brittany and Jonathan Coonrad

Applicant Address: 641 N. County Road 3, Johnstown, CO 80534

Email: brit2752@comcast.net Telephone: (970) 691-2748

Consultant /Representative: Daniel L. Sapienza

Consultant Address: 1312 S. College Ave. Fort Collins, CO 80524

Email: dan@bmarchlaw.com Telephone: (970) 222-3224

Landowner Authorization to Proceed with Land Use Action: (Required)

The undersigned (1) affirms ownership or authorized representation thereof of the subject property, and (2) hereby authorizes the individuals or entities listed herein as "applicant" and/or "authorized representative" to represent me/us in all aspects of the land use process for the project being submitted with this application. ☐ Please keep me informed of the status and progress of this project via email at the address below. ☐ I do NOT want to be updated on this project. (To modify this request, contact Planning@TownofJohnstown.com)

Landowner(s): Jonathan and Brittany Coonrad

Email: Brit 2752 @ comcast.net Telephone: (970) 691-2748

Jonathan Coonrad

Signature of Landowner

Brittany Coonrad

Signature of Landowner

The Community That Cares

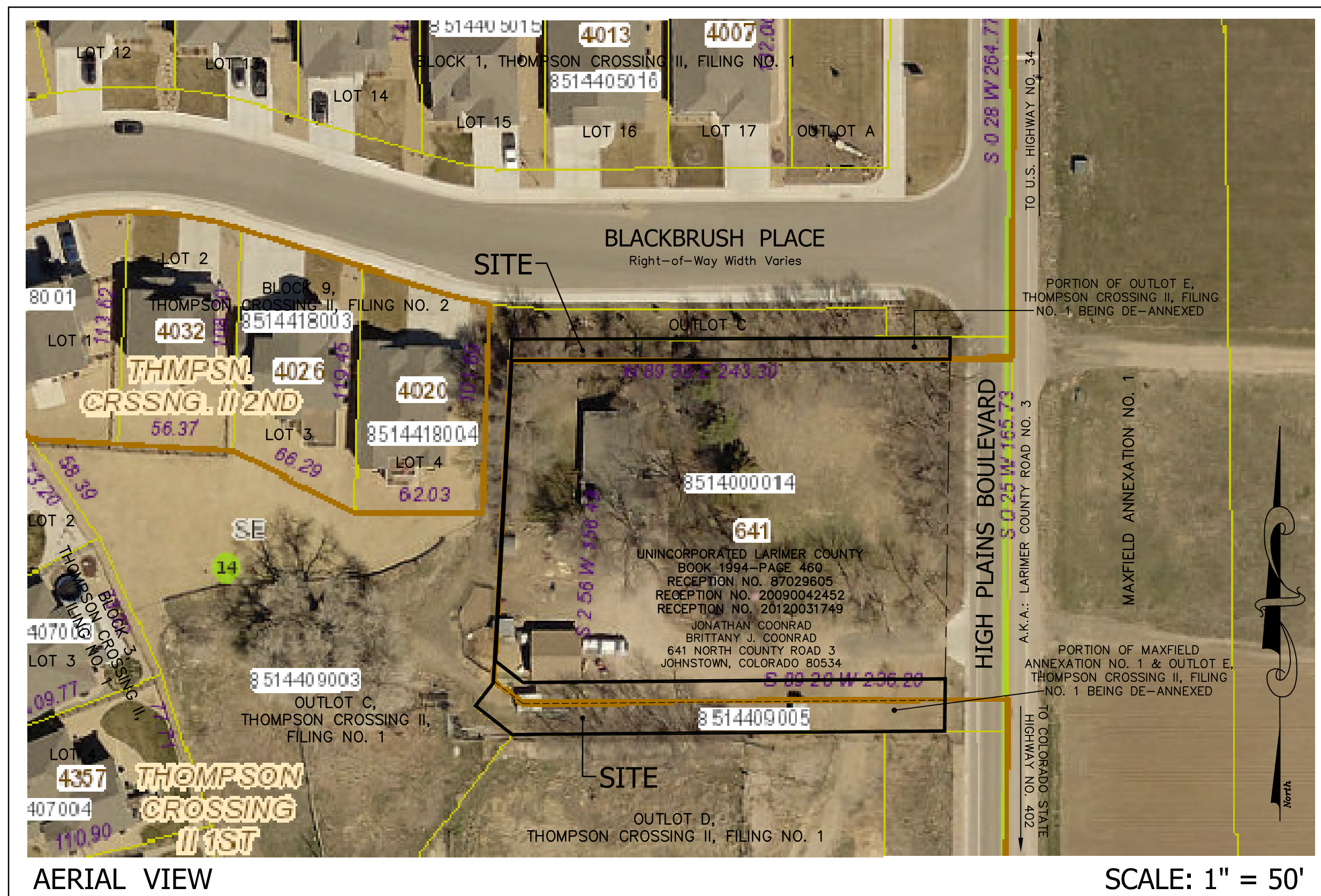
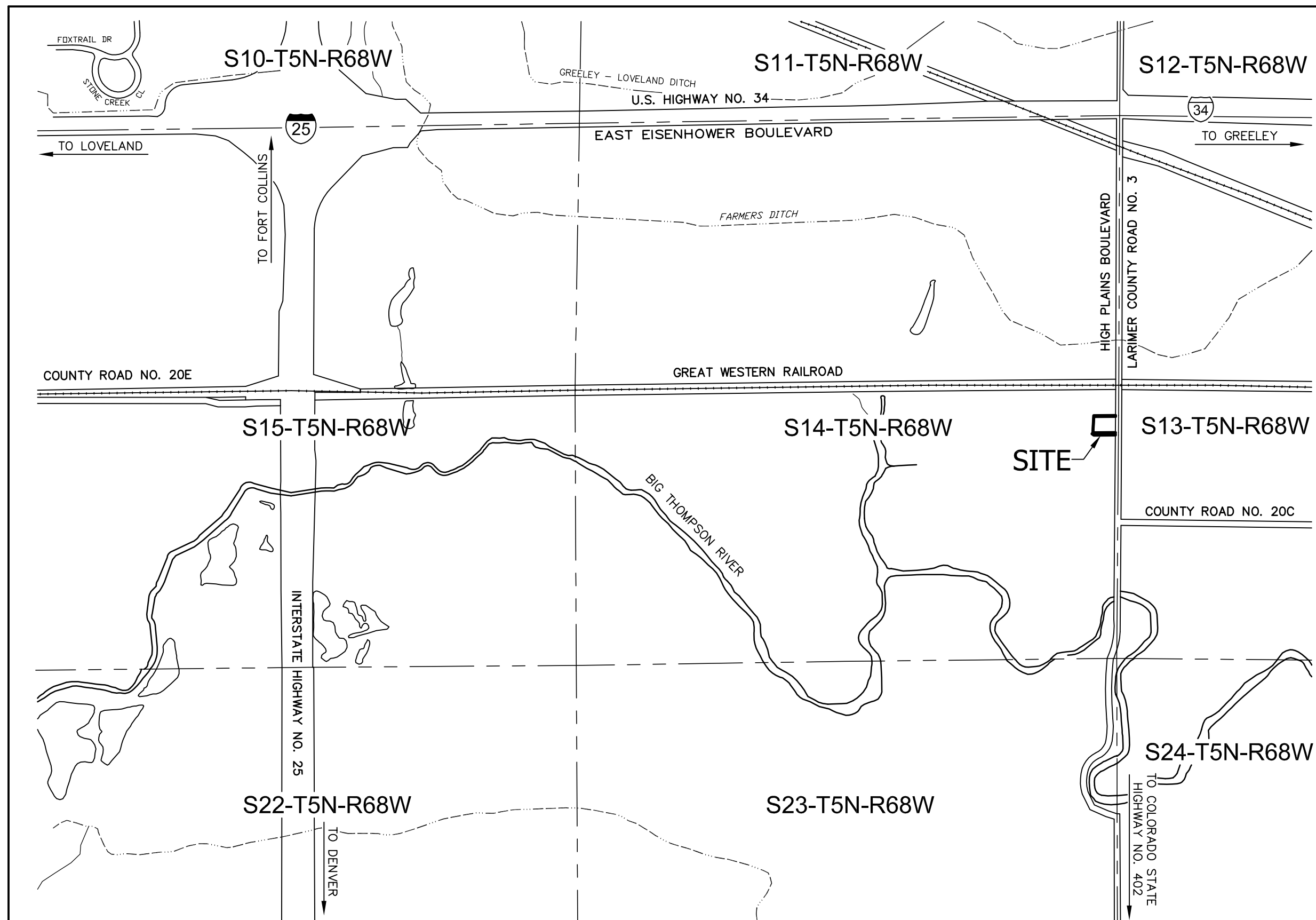
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DE-ANNEXATION FROM THE TOWN OF JOHNSTOWN, COLORADO EXHIBIT MAP

BEING A DE-ANNEXATION OF AN INCORPORATED PARCEL OF LAND, BEING A PORTION OF THE MAXFIELD ANNEXATION NO. 1 & ALL OF OUTLOT E, THOMPSON CROSSING II, FILING NO. 1, ALL BEING SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

SHEET 1 OF 2



SCALE: 1" = 50'

PROPERTY DESCRIPTION (COONRAD PROPERTY – RECEPTION NO. 20090042452):

All that portion of the North Half of the Southeast Quarter of Section 14, Township 5 North, Range 68 West of the 6th P.M., Larimer County, Colorado, more particularly described as follows:

Considering the East line of the Southeast Quarter as bearing North–South and with all bearings contained herein relative thereto:

Commencing at the Northeast corner of said Southeast Quarter; thence along said East line of the True Point of Beginning, South 294.77 feet to the Easterly prolongation of an existing East–West fence line and the True Point of Beginning, thence continuing along said East line of the Southeast Quarter South 165.73 feet to the centerline of a 30 Foot Permanent Access Easement as per Larimer County Exemption, as recorded in Book 1875 at Page 682, records of said County; thence along centerline the following two courses and distances: (1) South 88°54'49" West 238.29 feet; (2) North 52°44'29" West 17.59 feet to the Southerly prolongation of an existing North–South fence; thence along said prolongation and said existing fence line North 02°32'10" East 156.43 feet to an existing East–West fence line and a point which bears South 89°13'40" West from the True point of Beginning; thence along said existing fence line and its Easterly prolongation North 89°13'40" East 243.30 feet to the True Point of Beginning. Together with a Permanent, Non–Exclusive Easement for Ingress and Egress over and across the aforesaid 30.00 foot Permanent Access Easement, second parties, their heirs, successors and assigns, together with all other persons, their heirs, successors and assigns who have the legal right to the use of said easement, shall at all times henceforth bear the expense of maintaining the said easement.

County of Larimer,
State of Colorado

PROPERTY DESCRIPTION (COONRAD PROPERTY – RECEPTION NO. 20170031131):

Outlot E, Thompson Crossing II, Filing No. 1, Town of Johnstown, County of Larimer, State of Colorado

Grantor and Grantee acknowledge that Access Easement No. 8702960 is on Outlot E and will continue to be used for access to Outlot D

Also known by street and number as: N/A Johnstown, Co. 80534

DE-ANNEXED AREA TABULATION			
OUTLOT E, THOMPSON CROSSING II, FILING NO. 1	5,712.9± S.F.	0.13± AC.	
PORTION OF MAXFIELD ANNEXATION NO. 1	2,276.0± S.F.	0.05± AC.	
TOTAL DE-ANNEXATION AREA	7,988.9± S.F.	0.18± AC.	

GENERAL NOTES:

- The property described and depicted for De-Annexation From The Town Of Johnstown, Colorado as originally annexed to the Town of Johnstown, Colorado was initially annexed into the Town of Johnstown, Colorado with the Map of the Maxfield Annexation No. 1, Town of Johnstown, County of Larimer, State of Colorado as filed for record November 9, 2007 in the real property records of the Office of the Clerk and Recorder of Larimer County, Colorado at Reception No. 20070084418 and subsequently platted as Outlot E with the Final Plat of Thompson Crossing II, Filing No. 1, Town of Johnstown, County of Larimer, State of Colorado as filed for record August 11, 2015 in the real property records of the Office of the Clerk and Recorder of Larimer County, Colorado at Reception No. 20150052904.
- This De-Annexation From The Town Of Johnstown, Colorado Exhibit Map and Property Description shown hereon were prepared from recorded Plats, recorded Deeds and other information provided by others. This De-Annexation From The Town Of Johnstown, Colorado Exhibit Map does not constitute a Improvement Location Certificate, Improvement Survey Plat, Land Survey Plat or a monumented boundary survey of the subject property for De-Annexation. No field work was performed for the preparation of this De-Annexation From The Town Of Johnstown, Colorado Exhibit Map and Property Description shown hereon.
- This De-Annexation From The Town Of Johnstown, Colorado Exhibit Map was prepared without the benefit of a Commitment For Title Insurance or Title Policy. No further easement and/or right of way research, other than may shown on this Map, was requested by the client or performed by Intermill Land Surveying, Inc. for the preparation of this Map. Easements and/or rights-of-way, if shown on this Map, were taken from recorded final plats, recorded surveys, recorded deeds, grants of easement(s), known information and information provided by others. The easements and rights of way which may be shown hereon may not be complete, are based on general information, and are to be used only in this context. The Parcel Property Description, as shown on this Map, was created by Intermill Land Surveying, Inc. during the preparation of this Map.
- Recorded Plats and/or Maps used for the preparation of this Map:

• Zeller Exemption Map, County of Larimer, State of Colorado as filed for record July 11, 1979 in the real property records of the Office of the Clerk and Recorder of Larimer County, Colorado in Book 1968 at Page 571 (Reception No. 316278).

• Map of the Maxfield Annexation No. 1, Town of Johnstown, County of Larimer, State of Colorado as filed for record November 9, 2007 in the real property records of the Office of the Clerk and Recorder of Larimer County, Colorado at Reception No. 20070084418.

• Final Plat of Thompson Crossing II, Filing No. 1, Town of Johnstown, County of Larimer, State of Colorado as filed for record August 11, 2015 in the real property records of the Office of the Clerk and Recorder of Larimer County, Colorado at Reception No. 20150052904.

• Final Plat of Thompson Crossing II, Filing No. 2, Town of Johnstown, County of Larimer, State of Colorado as filed for record March 28, 2016 in the real property records of the Office of the Clerk and Recorder of Larimer County, Colorado at Reception No. 20160018469.

Recorded Deeds used for the preparation of this Map:

• Warranty Deed as filed for record October 10, 1979 in the real property records of the Office of the Clerk and Recorder of Larimer County, Colorado in Book 1994 at Page 460 (Reception No. 331522).

• Warranty Deed as filed for record May 22, 1987 in the real property records of the Office of the Clerk and Recorder of Larimer County, Colorado at Reception No. 87029605.

• Special Warranty Deed as filed for record June 25, 2009 in the real property records of the Office of the Clerk and Recorder of Larimer County, Colorado at Reception No. 20090042452.

• Quit Claim Deed as filed for record May 15, 2012 in the real property records of the Office of the Clerk and Recorder of Larimer County, Colorado at Reception No. 20120031749. Note: The Parcel Property Description (Exhibit A) contained within this document contains errors.

Other Recorded Documents used for the preparation of this Map:

• Larimer County Add-On Agreement as filed for record August 20, 2018 in the real property records of the Office of the Clerk and Recorder of Larimer County, Colorado at Reception No. 20180051420.

- Adjacent property description(s) and ownership information, if shown on this Map, per the most recent records (April 10, 2021) of the Office of the Assessor of Larimer County, Colorado.

OUTLOT E, THOMPSON CROSSING II, FILING NO. 1
PROPERTY OWNER(S) AT TIME OF MAPPING:
JONATHAN COONRAD
BRITTANY J. COONRAD
641 NORTH COUNTY ROAD NO. 3
JOHNSTOWN, COLORADO 80534

LARIMER COUNTY PARCEL
I.D. NO.: 85144-09-005

Information in this box obtained from the Larimer County
Assessor's Property Information Website on April 9, 2021

MAPPING PREPARED FOR:
JONATHAN COONRAD AND BRITTANY J. COONRAD
641 NORTH COUNTY ROAD NO. 3
JOHNSTOWN, COLORADO 80534

PROPERTY DESCRIPTION FOR DE-ANNEXATION FROM THE TOWN OF JOHNSTOWN, COLORADO

That portion of an Incorporated Parcel of Land, being a portion of Maxfield Annexation No. 1 and a portion of Outlot E, Thompson Crossing II, Filing No. 1, all being situate in the Northeast Quarter of the Southeast Quarter of Section 14, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of said Section 14 and considering the East line of the Northeast Quarter of the Southeast Quarter of said Section 14 as bearing South 00°35'37" West and with all bearings contained herein relative thereto; thence along said East line of the Northeast Quarter of the Southeast Quarter of said Section 14 South 00°35'37" West 294.77 feet, more or less, to the Northeast Corner of said Outlot E, Thompson Crossing II, Filing No. 1; said Northeast corner also being the Northeast corner of those certain parcels of land as filed for record in Book 1994 at Page 460 and Reception Nos. 87029605, 20090042452 & 20120031749, records of Larimer County, Colorado; thence departing said East line of the Northeast Quarter of the Southeast Quarter of said Section 14 and along the North line of said Outlot E, Thompson Crossing II, Filing No. 1 and along the North line of said parcels of land as filed for record in Book 1994 at Page 460 and Reception Nos. 87029605, 20090042452 & 20120031749 South 89°49'17" West 30.00 feet, more or less, to a point on the Westerly right-of-way line for High Plains Boulevard (aka: Larimer County Road No. 3) and the TRUE POINT OF BEGINNING; thence continuing along said North line of said Outlot E, Thompson Crossing II, Filing No. 1 and along the North line of said parcels of land as filed for record in Book 1994 at Page 460 and Reception Nos. 87029605, 20090042452 & 20120031749 South 89°49'17" West 213.30 feet, more or less, to the Northwest corner of said Outlot E, Thompson Crossing II, Filing No. 1; said Northwest corner also being the Northwest corner of said certain parcels of land as filed for record in Book 1994 at Page 460 and Reception Nos. 87029605, 20090042452 & 20120031749; thence departing said North line of said Outlot E, Thompson Crossing II, Filing No. 1 and departing said North line of said parcels of land as filed for record in Book 1994 at Page 460 and Reception Nos. 87029605, 20090042452 & 20120031749 and along the Westerly line of said Outlot E, Thompson Crossing II, Filing No. 1 and along the Westerly line of said certain parcels of land as filed for record in Book 1994 at Page 460 and Reception Nos. 87029605, 20090042452 & 20120031749 and along the Southerly prolongation of said Westerly line of said certain parcels of land as filed for record in Book 1994 at Page 460 and Reception Nos. 87029605, 20090042452 & 20120031749 South 03°06'47" West 167.42 feet to an angle point in the Westerly line of said Outlot E, Thompson Crossing II, Filing No. 1; thence departing said Southerly prolongation of said Westerly line of said certain parcels of land as filed for record in Book 1994 at Page 460 and Reception Nos. 87029605, 20090042452 & 20120031749 and continuing along said Westerly line of said Outlot E, Thompson Crossing II, Filing No. 1 South 37°51'08" West 14.20 feet, more or less, to the Southwest corner of said Outlot E, Thompson Crossing II, Filing No. 1; thence departing said Westerly line of said Outlot E, Thompson Crossing II, Filing No. 1 and along the Southerly line of said Outlot E, Thompson Crossing II, Filing No. 1 South 52°08'52" West 22.81 feet, more or less, to an angle point in the Southerly line of said Outlot E, Thompson Crossing II, Filing No. 1; thence continuing along said Southerly line of said Outlot E, Thompson Crossing II, Filing No. 1 North 89°30'26" East 211.12 feet, more or less, to a point on the Westerly right-of-way line for High Plains Boulevard (aka: Larimer County Road No. 3); thence departing said Southerly line of said Outlot E, Thompson Crossing II, Filing No. 1 and along said Westerly right-of-way line for High Plains Boulevard (aka: Larimer County Road No. 3) North 00°35'37" East 25.35 feet, more or less, to a point on the South line of said certain parcels of land as filed for record in Book 1994 at Page 460 and Reception Nos. 87029605, 20090042452 & 20120031749; thence departing said Southerly right-of-way line for High Plains Boulevard (aka: Larimer County Road No. 3) and along said South line of said certain parcels of land as filed for record in Book 1994 at Page 460 and Reception Nos. 87029605, 20090042452 & 20120031749 South 89°30'26" West 206.19 feet to an angle point in the South line of said certain parcels of land as filed for record in Book 1994 at Page 460 and Reception Nos. 87029605, 20090042452 & 20120031749; thence continuing along said South line of said certain parcels of land as filed for record in Book 1994 at Page 460 and Reception Nos. 87029605, 20090042452 & 20120031749 North 52°08'52" West 17.03 feet, more or less, to a point on the Easterly line of said Outlot E, Thompson Crossing II, Filing No. 1; thence departing said South line of said certain parcels of land as filed for record in Book 1994 at Page 460 and Reception Nos. 87029605, 20090042452 & 20120031749 and along said Easterly line of said Outlot E, Thompson Crossing II, Filing No. 1 North 03°06'47" East 146.41 feet, more or less, to a point on the South line of said Outlot E, Thompson Crossing II, Filing No. 1; thence departing said Easterly line of said Outlot E, Thompson Crossing II, Filing No. 1 and along said South line of Outlot E, Thompson Crossing II, Filing No. 1 North 89°49'17" East 213.30 feet, more or less, to a point on the Westerly right-of-way line for High Plains Boulevard (aka: Larimer County Road No. 3); thence departing said South line of Outlot E, Thompson Crossing II, Filing No. 1 and along said Westerly right-of-way line for High Plains Boulevard (aka: Larimer County Road No. 3) North 00°35'37" East 10.35 feet, more or less, to a point on the North line of said Outlot E, Thompson Crossing II, Filing No. 1 and a point on the North line of said parcels of land as filed for record in Book 1994 at Page 460 and Reception Nos. 87029605, 20090042452 & 20120031749; said point being the TRUE POINT OF BEGINNING.

Containing 7,988.9 Square Feet (0.18 Acres), more or less, and being subject to all existing easements and/or rights-of-ways now in use or of record.

NOTE: The Parcel Property Description, as shown above, was created by Intermill Land Surveying, Inc. on May 18, 2021.

PETITIONER(S) FOR DE-ANNEXATION:

JONATHAN COONRAD and BRITTANY J. COONRAD

Jonathan Coonrad
Brittany J. Coonrad

STATE OF COLORADO)

COUNTY OF LARIMER)

Subscribed and sworn to before me this ____ day of _____, 20____, by Jonathan Coonrad and Brittany J. Coonrad.

Witness My Hand And Official Seal.

My Commission Expires _____.

Notary Public

TOWN COUNCIL APPROVAL CERTIFICATE:

This De-Annexation From The Town Of Johnstown, Colorado Exhibit Map was approved and accepted by the Town Council of the Town of Johnstown, Colorado by Ordinance No. _____, passed and adopted on the final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado at a regular meeting held on the ____ day of _____, 20____.

By: _____ Attest: _____
Mayor Town Clerk

LAND SURVEYOR'S CERTIFICATION

I, Steven J. Stencel, a Professional Land Surveyor licensed in the State of Colorado, do hereby certify that this De-Annexation From The Town Of Johnstown, Colorado Exhibit Map and Property Description were prepared by me or under my direct supervision and that this De-Annexation From The Town Of Johnstown, Colorado Exhibit Map does not constitute a Improvement Location Certificate, Improvement Survey Plat, Land Survey Plat or a monumented boundary survey of the subject property for De-Annexation.

PREPARED BY AND ON BEHALF OF:

INTERMILL LAND SURVEYING, INC.
1301 North Cleveland Avenue
Loveland, Colorado 80537
P: (970) 669-0516

Steven John Stencel
Colorado PLS No. 30462

Date: _____

STATEMENT OF LINEAR UNITS USED: Linear Units Used for this mapping – U.S. Survey Feet

BASIS OF BEARINGS STATEMENT: Basis of Bearings for this Map are based on the record bearing of South 00°35'37" West on the East line of the Northeast Quarter of the Southeast Quarter of Section 14, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado. Record bearing derived for the Final Plat of Thompson Crossing II, Filing No. 1, Town of Johnstown, County of Larimer, State of Colorado as filed for record August 11, 2015 in the real property records of the Office of the Clerk and Recorder of Larimer County, Colorado at Reception No. 20150052904.

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

INTERMILL LAND SURVEYING, INC.

BUS: (970)-666-0516 / FAX (970)-635-4775

80537

COLORADO

LOVELAND

AVENUE

1301

NORTH

CLEVELAND

CLERK

CLERK

CLERK

CLERK

CLERK

CLERK

CLERK

CLERK

CLERK

CLERK

CLERK

CLIENT:
JONATHAN and BRITTANY COONRAD
641 NORTH COUNTY ROAD NO. 3, JOHNSTOWN, COLORADO 80534

DE-ANNEXATION EXHIBIT MAP

PORTION OF THE SE 1/4 OF S14-T5N-R68W, LARIMER COUNTY, COLORADO

DRAWN BY: RGP

CHECKED BY:

APPROVED BY:

Original Preparation: 04-07-2021

DATE: 05-17-2021

SCALE: As Shown

PROJECT NO.:

P-17-8301

SHEET

OF

1

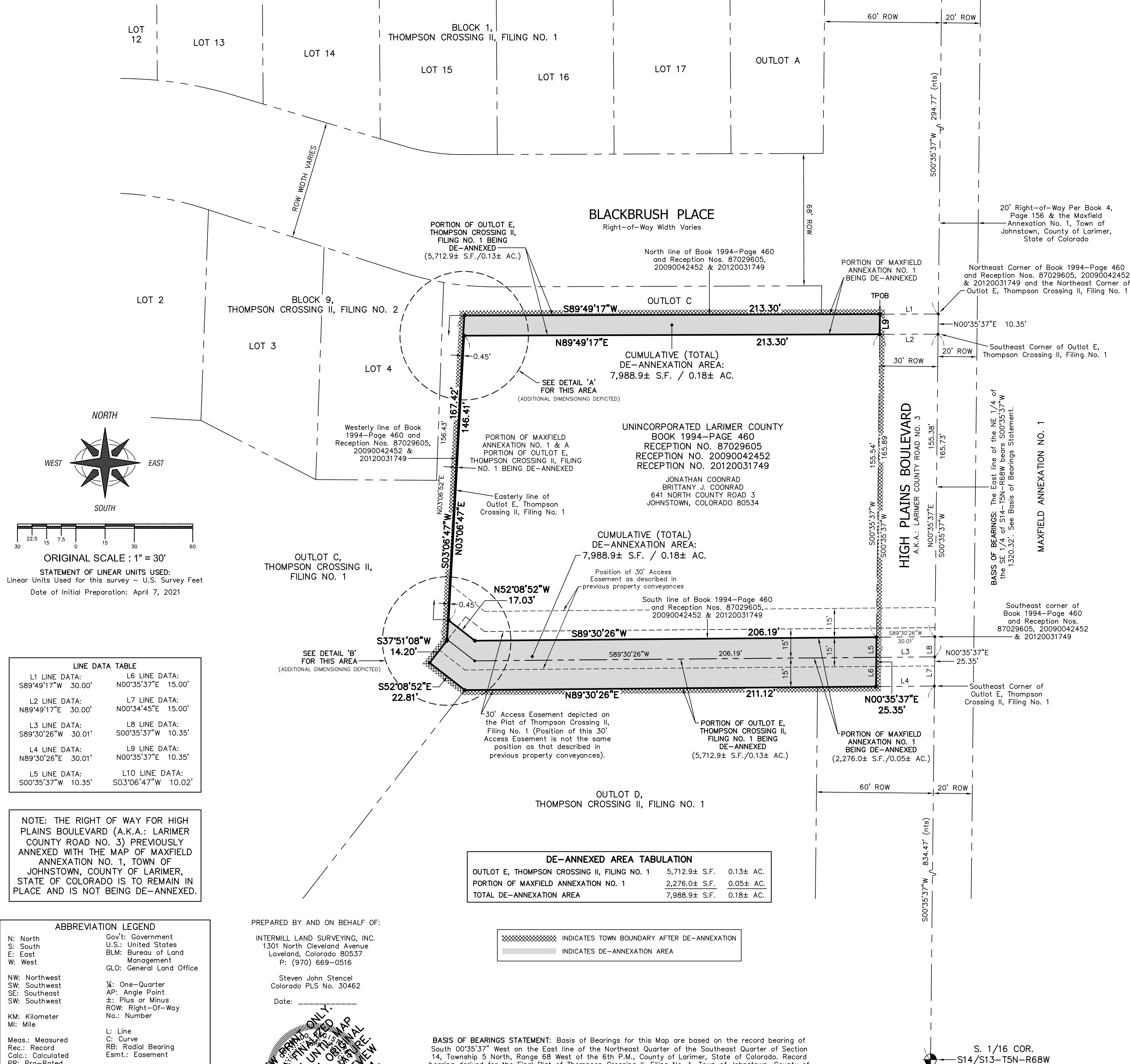
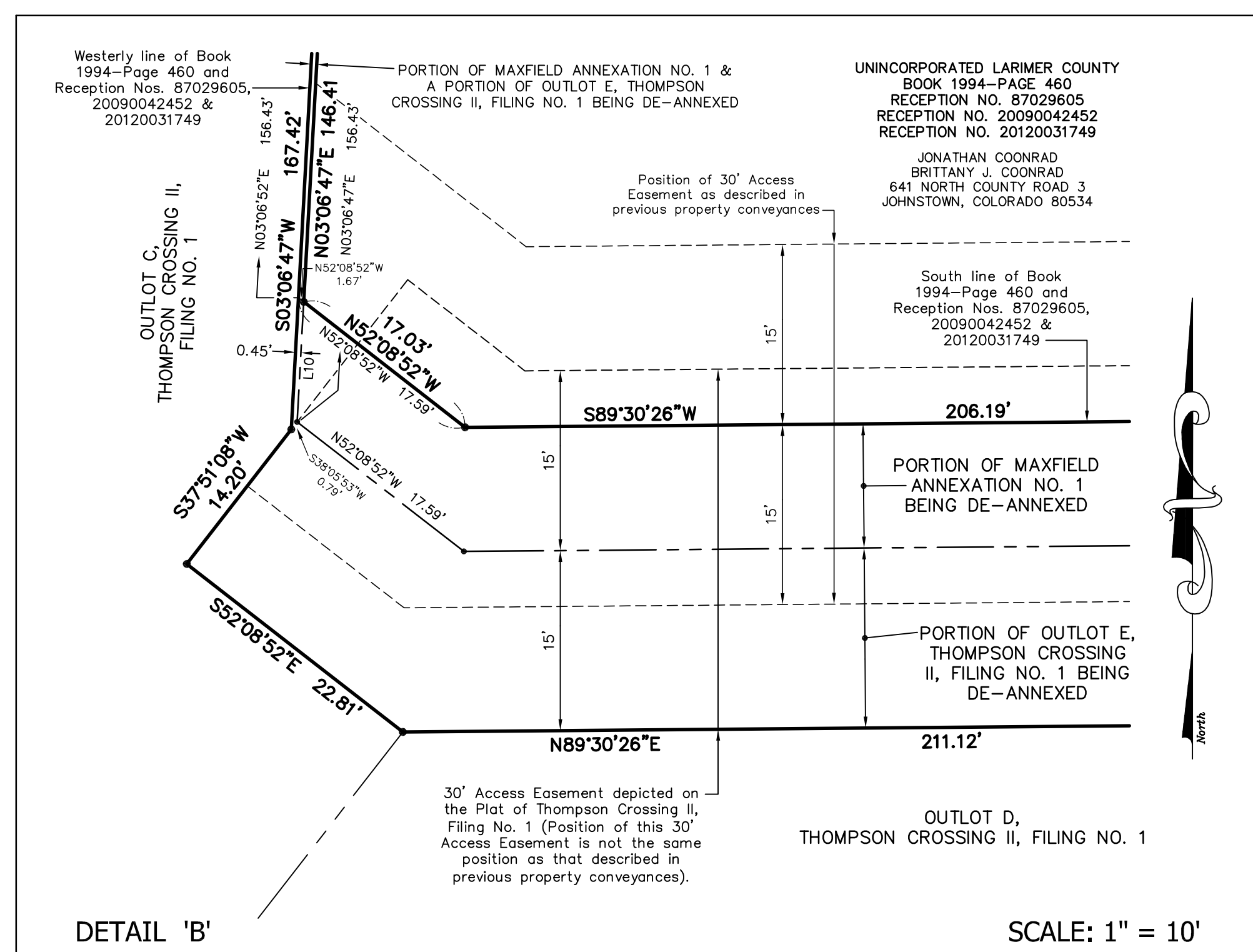
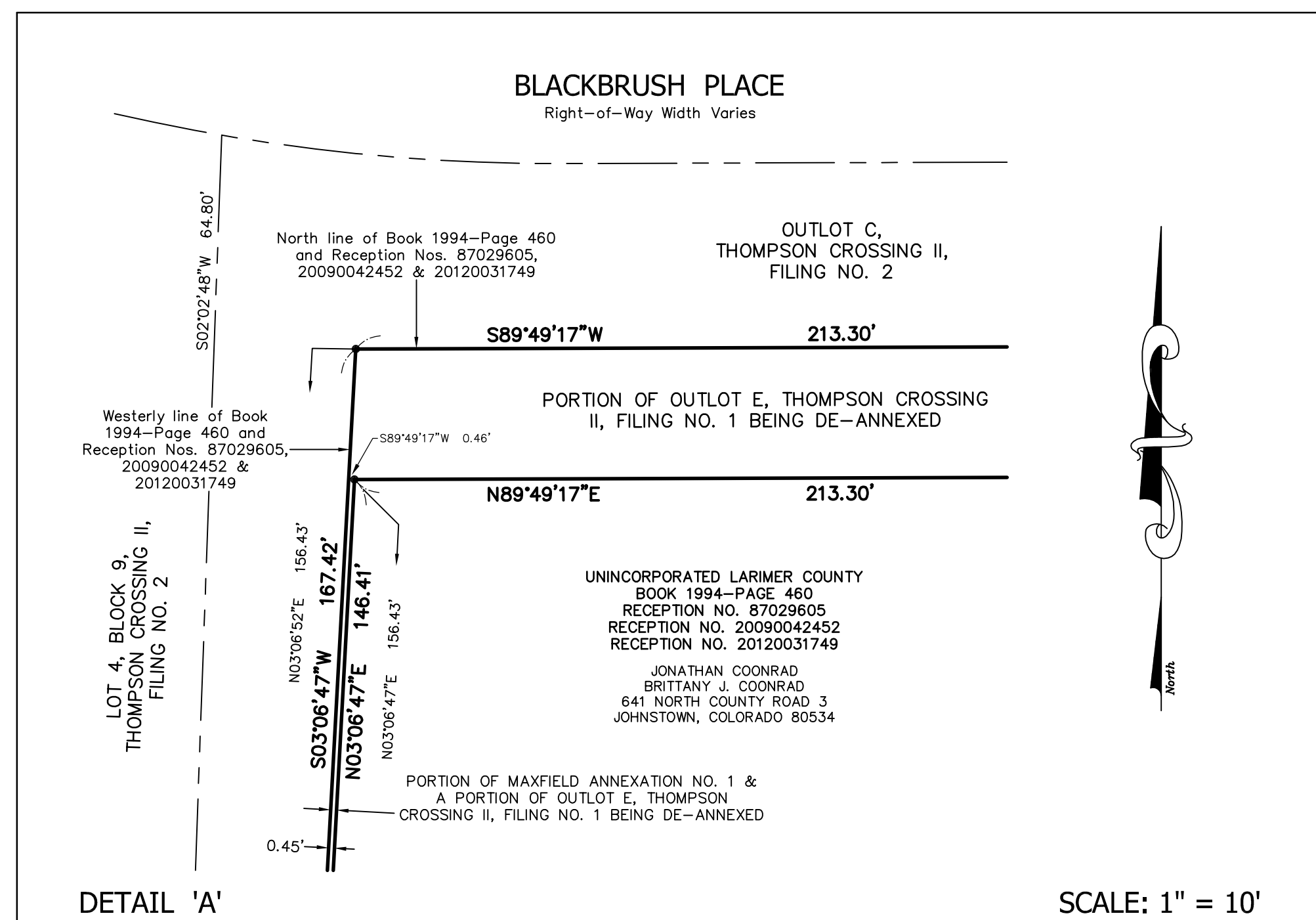
2

CLIENT: JONATHAN and BRITTANY COONRAD
DE-ANNEXATION EXHIBIT MAP
PORTION OF THE SE 1/4 OF S14-T5N-R68W, LARIMER COUNTY, CO.

DE-ANNEXATION FROM THE TOWN OF JOHNSTOWN, COLORADO EXHIBIT MAP

BEING A DE-ANNEXATION OF AN INCORPORATED PARCEL OF LAND, BEING A PORTION OF THE MAXFIELD ANNEXATION NO. 1 & ALL OF OUTLOT E, THOMPSON CROSSING II, FILING NO. 1, ALL BEING SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

SHEET 2 OF 2



LINE DATA TABLE			
L1 LINE DATA:	L6 LINE DATA:	L7 LINE DATA:	L8 LINE DATA:
S89°49'17"W 30.00'	N00°35'37"E 15.00'	N00°34'45"E 15.00'	S00°35'37"W 10.35'
L2 LINE DATA:	L9 LINE DATA:	L10 LINE DATA:	
N89°49'17"E 30.00'	S00°35'37"W 10.35'	S03°06'47"W 10.02'	
L3 LINE DATA:			
S89°30'26"W 30.01'			
L4 LINE DATA:			
N89°30'26"E 30.01'			
L5 LINE DATA:			
S00°35'37"W 10.35'			

NOTE: THE RIGHT OF WAY FOR HIGH PLAINS BOULEVARD (A.K.A.: LARIMER COUNTY ROAD NO. 3) PREVIOUSLY ANNEXED WITH THE MAP OF MAXFIELD ANNEXATION NO. 1, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO IS TO REMAIN IN PLACE AND IS NOT BEING DE-ANNEXED.

ABBREVIATION LEGEND	
N: North	Gov't: Government
S: South	U.S.: United States
E: East	BLM: Bureau of Land Management
W: West	GLO: General Land Office
NW: Northwest	¼: One-Quarter
SW: Southwest	AP: Angle Point
SE: Southeast	±: Plus or Minus
SW: Southwest	ROW: Right-Of-Way
KM: Kilometer	No.: Number
Mi: Mile	L: Line
Meas.: Measured	C: Curve
Rec.: Record	RB: Radial Bearing
Calc.: Calculated	Emt.: Easement
PR: Pro-Rated	NTS: Not To Scale
FD: Found	Fx.: Fence
Dia.: Diameter	S--T--N--R--W: Section-Township-Range
O.D.: Outside Diameter	I.D.: Identification
(When defining Monuments)	(When defining Parcel Identification)

DATE:	
BY:	
REVISIONS:	
1. Remove County Road Right-of-Way Area From Mapping and Revise De-Annexation Legal Description	RGP
2. Revisions Per Town of Johnston Review	RGP
	05-18-2021
	05-17-2021

CLIENT:	JONATHAN and BRITTANY COONRAD
	641 NORTH COUNTY ROAD NO. 3, JOHNSTOWN, COLORADO 80534

TITLE:	DE-ANNEXATION EXHIBIT MAP
	PORTION OF THE SE 1/4 OF S14-T5N-R68W, LARIMER COUNTY, COLORADO

DRAWN BY:	RGP
CHECKED BY:	
APPROVED BY:	
Original Preparation:	04-07-2021
DATE:	05-17-2021
SCALE:	1" = 30'
PROJECT NO.:	P-17-8301
SHEET	OF
2	2

Law Office of Avi S. Rocklin, LLC
 ATTORNEY AT LAW
 1437 N. DENVER AVENUE, #330
 LOVELAND, CO 80538
 PHONE: (970) 419-8226 EMAIL: AVI@ROCKLINLAW.COM

MEMORANDUM

TO: Honorable Mayor and Council Members

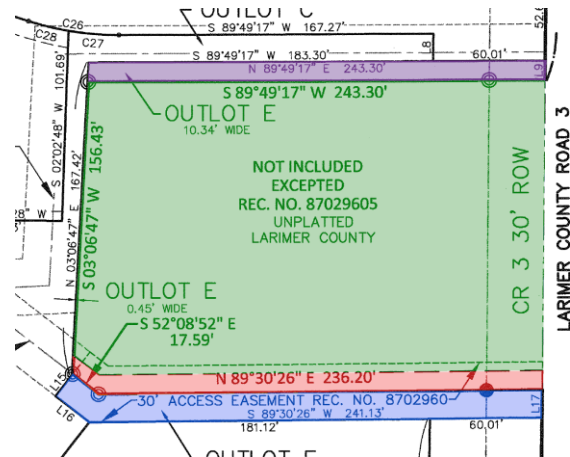
FROM: Law Office of Avi S. Rocklin, LLC ^{AS}

DATE: February 24, 2021

RE: Coonrad Property – Request for Disconnection

Attached please find a request from property owners, Brittany and Jonathan Coonrad, for disconnection of property from the Town. The property is located at 641 North County Road 3 and is an enclave of the Town. The title and jurisdictional issues are complicated. Based on a conversation with the Coonrads' counsel, this Memorandum provides a brief summary.

A depiction of the property at issue is shown below:



The Coonrads own and have clear title to the purple, green and blue portions of the property. The Coonrads are commencing a quiet title action to clarify their title to the red portion of the property and to create a single parcel and legal description for the entire property. Based on the Maplewood Annexation in 2007, the Town boundaries: (i) do not include green portion of the property; (ii) include the blue portion of the property; and (iii) may include the purple or red portions of the property. If the annexation map is read to include property described by deed, then the red and blue portions of the property were annexed into the Town. If the annexation map is read to include property described by monumentation, then the purple and blue portions were annexed into the Town.

The Coonrads do not want a portion of the property in the Town and a portion outside the boundaries of the Town and are thus requesting that the Town disconnect whatever portion of the property is in the Town. Since the scope of the property in the Town is unclear, the Coonrads are requesting that the Town affirmatively disconnect the purple, red and blue portions of the property.

As an aside, because of unclear title, the Thompson Crossing II developers, rather than resolve the title issues, created Outlot E, which includes the blue and purple portions of the property and only added to the confusion.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 7, 2021
SUBJECT: Town Solid Waste and Recycling Services
ACTION PROPOSED: Award Hauler for Solid Waste and Recycling RFP
ATTACHMENTS:
1. Republic Services Proposal
2. Waste Connections Proposal
3. Waste Management Proposal
PRESENTED BY: Ellen Hilbig, Deputy Director of Public Works

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is an award request to enter into a Professional Services Agreement for Solid Waste and Recycling Services associated with the Town.

The Town currently contracts with the solid waste hauler, Waste Management, to collect and dispose of solid waste for approximately 5,300 residential customers, with recycling being an additional service managed directly by the Contractor. The primary trash can size offered to residents is 96-gallon, with Seniors being offered the option of a smaller 64-gallon at a slightly reduced rate. The current contract began almost 10 years ago on September 1, 2011 for a 5-year service term and was amended in 2016 for an additional 5-year service extension.

Since the current agreement expires in September 2021, the Town solicited an RFP to evaluate services provided to residents to include solid waste handling as well as the following:

1. Recycling with the option to opt out
2. Options for additional waste totes, dumpsters, and large item pick up
3. Curb side Christmas tree pick up
4. Yearly Spring Clean Up event

Staff advertised for RFP via Rocky Mountain E-purchasing and on June 8, 2021 received 3 proposals from the haulers; Republic Services, Waste Connections and Waste Management. Staff reviewed all three submittals and based on the information and references provided Waste Connections was identified to be the best fit for the Town. Waste Connections proposed rates for both Solid Waste and Recycling for a total of \$12.90 for 96-gallon and \$10.90 for 64-gallon. Comparatively Waste Management's proposed rates for Solid Waste were \$15.50 for 96-gallon and \$12.75 for 64-gallon and Republic Services proposed rates for Solid Waste and Recycling were \$19.80 for 96-gallon and \$16.50 for 64-gallon. Waste Connections will be required to work with Town Staff to be ready to transfer residential services by September 1, 2021.

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

Along with the services noted above Staff would like to request the consideration of a flat rate fee to residents for the 5-year term of the Agreement to cover approximately \$38K of annual expenses associated with the Solid Waste Contract including electronic recycling, Spring Clean-Up, staff time to handle resident concerns and utility billing and Town facility trash pick-up. Per the stipulations outlined in the RFP, Waste Connections is allowed to increase rates up to 3% a year to account for inflation. The following tables are an example of a flat rate fee based on \$14.50 for 96-gallon and \$12.50 for 64-gallon over the 5-year term and shows the deescalating revenue per household to cover expenses with the max inflation for each service option.

96-gallon option:

Year	Rate with Inflation	Flat Rate	Revenue per Household per Month
Yr 1	\$12.90	\$14.50	\$1.60
Yr 2	\$13.29	\$14.50	\$1.21
Yr 3	\$13.69	\$14.50	\$0.81
Yr 4	\$14.10	\$14.50	\$0.40
Yr 5	\$14.52	\$14.50	\$(0.02)

64-gallon option:

Year	Rate with Inflation	Flat Rate	Revenue per Household per Month
Yr 1	\$10.90	\$12.50	\$1.60
Yr 2	\$11.23	\$12.50	\$1.27
Yr 3	\$11.56	\$12.50	\$0.94
Yr 4	\$11.91	\$12.50	\$0.59
Yr 5	\$12.27	\$12.50	\$0.23

Current rates for only Solid Waste services are \$11.81 for 96-gallon and \$8.68 for 64-gallon with approximately 5100 residents utilizing the 96-gallon and 200 residents utilizing the 64-gallon. With the selection of Waste Connections, the fee schedule will increase by \$1.09 for 96-gallon and \$2.22 for 64-gallon and require subsequent amendments to the fee schedule at the beginning of each year to account for inflation. With the flat rate example shown above which increases the service provided to add Recycling, rates will increase initially by \$2.69 for 96-gallon and \$3.82 for 64-gallon and will be locked in for the remainder of the 5-year term of the agreement.

LEGAL ADVICE:

Utilizing Town Professional Services Agreement

FINANCIAL ADVICE:

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

The 2021 Budget includes \$720,000 for solid waste removal costs. If the Town expands service to include recycling services, the cost of solid waste removal and recycling will increase approximately \$72,100 for the first full year.

RECOMMENDED ACTION:

Approve selection of Waste Connections as the new solid waste and recycling hauler for the Town and consider a future fee schedule amendment of a flat rate to residents for the 5-year term of the Agreement.

SUGGESTED MOTIONS:

For Approval

I move to approve the Award of the Solid Waste and Recycling Services to Waste Connections and consider a future fee schedule amendment of a flat rate to residents for the 5-year term of the Agreement.

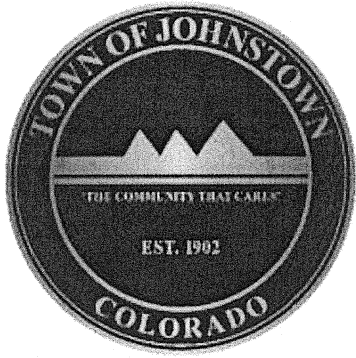
For Denial

I move that we deny the award, extend the current contract and solicit formal bids for 2022.

Reviewed and Approved for Presentation,



Town Manager



REQUEST FOR PROPOSALS

TITLE:

**Solid Waste and Recycling Services
Town of Johnstown, Colorado**

ISSUED ON: 5/14/2021

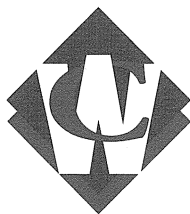
PROPOSALS DUE: 6/3/2021

TENTATIVE AWARD DATE: 6/21/2021

**COMPLETE PROPOSAL CAN BE FOUND ON
<https://johnstown.colorado.gov>**

Address:
450 South Parish Ave
Johnstown, CO 80534

RFP Contact: Ellen Hilbig – Deputy Public Works Director
Email Address: ehilbig@townofjohnstown.com
Telephone Number: 970-578-9619



WASTE CONNECTIONS
OF COLORADO
Connect with the Future®

Solid Waste and Recycling Services Town of Johnstown, Colorado

Waste Connections of Colorado



1. Cover Letter:

Company Information

Waste Connections is an international company operating in 45 states and 5 Provinces across the United States and Canada. While our American based headquarters is in Houston, TX, Waste Connections is different from any other national hauler as we are a decentralized company. All WC locations operate as a local company within their respective markets. Local management and decision making, local customer service department, local dispatch and local account managers are in place to ensure the local community is serviced the best and safest way. Our communities and customers feel this provides the best of both worlds for them, a local company with the financial backing of a \$5B operation which enables us to purchase and maintain the equipment needed to successfully service and manage cities across the country like Johnstown, CO.

We believe the solid waste service business is a local business managed by professionals living and working in the communities we serve. We strive to provide service excellence for those communities that place their trust in our company and are always dedicated to putting our customers first.

Waste Connections of Colorado currently provides service to over 200,000 households and over 10,000 commercial customers in the Denver metropolitan area, making Waste Connections of Colorado one of the Region's largest providers of solid waste and recycling removal.

Our Core Values Define How We Operate

- **Safety:** We strive to assure complete safety of our employees, our customers and the public in all of our operations. Protection from accident or injury is paramount in all we do.
- **Integrity:** We define integrity as "saying what you will do and then doing it." We keep our promises to our customers, our employees and our shareholders. Do the right thing, at the right time, for the right reason.
- **Customer Service:** We provide our customers the best possible service in a courteous, effective manner, showing respect for those we are fortunate to serve.
- **To be a Great Place to Work:** We maintain a growth culture where our employees can maximize their potential personally and professionally. Our objective is to provide an environment where people enjoy what they do and take pride in their work. We strive to embody a work hard, play harder culture.
- **To be the Premier Waste Services Company in the U.S. and Canada:** We continue to provide superior returns, remain environmentally responsible, and continue to grow in a disciplined way, deploying resources intelligently and benefiting communities we live in. We remain a "different breed."

Safety First Culture:

Waste Connections job is simple. Our Job is to be safe...and we will pick up your trash and recycling while doing it!!! Waste Connections of Colorado purposefully does not have a safety officer, or similar employee whose job it is to monitor safety. One person is not responsible for safety...

EVERYBODY is responsible for safety...that is how Waste Connections approaches safety.

At Waste Connections, Safety is our #1 Operating Value. We believe that safety is the responsibility of each and every employee; it is engrained in our culture. Our success has been driven by the development of our managers and supervisors into Servant Leaders and our ability to instill this commitment based safety-driven culture across our broader employee base. Servant Leaders are accountable to employees for each employee's success at work and beyond; safety is an integral component of this commitment. The strong relationship between Servant Leader and employee enables us to utilize observations and tools to develop an employee risk-profile ranking and to facilitate effective communication and behavior coaching. Put simply, the focus on safety is but one of the ways that we invest in our most important asset- our people.

Embracing our safety-focused, Servant Leadership-driven culture has reduced incident frequency by 70% over our 20 year history. We obsessively strive for ZERO incidents and are most proud of this accomplishment given its positive impacts on our employees, customers and the communities in which we live and work.

Principal contact person for this RFP is Jeff Stewart. Jeff is Waste Connections Division Sales Manager and he is located at the following:

5500 Franklin Street
 Denver, CO 80216
 (O)720-382-7883
 (M)719-492-1013
jeffst@wcnx.org
wcdenver.com

2. **Contract:** See Attached
3. **RFP Exceptions:** None
4. **Use of Subcontractors/Partners:** Waste Connections will not utilize subcontractors

5. Company Information:

- a. Waste Connections of Colorado
5500 Franklin Street, Denver CO, 80216
303-288-2100

Division Vice President	Aaron Bradley	12 Years Waste Experience
Division Controller	Scot Costar	20 Years Waste Experience
District Manager	Ty Tostenson	10 Years Waste Experience
District Controller	Rebecca Robnett	8 Years Waste Experience
Division Sales Manager	Jeff Stewart	15 Years Waste Experience
Operations Manager	Joe Carillo	23 Years Waste Experience
- b. Waste Connections of Colorado was incorporated in 1999. Waste Connections of Colorado began providing residential trash and recycle, commercial and roll off services at this time of incorporation.
- c. Waste Connections of Colorado has never done business with the Town of Johnstown.
- d. Waste Connections of Colorado provides the following services at our multiple sites in the Denver Metro Area:
Residential curbside collection of waste and single stream recycling utilizing Automatic Side Load, Rear Load and front load applications.
Commercial waste and single stream recycling collection utilizing Front Load and Rear Load applications.
Industrial, Commercial and Residential Roll Off service for both waste and recycle materials.
Post Collection services utilizing Landfills and Transfer Stations. Front Range Landfill, Erie CO, Sedalia Landfill, Sedalia CO and Jordan Road Transfer Station, Centennial CO.
- e. Waste Connections of Colorado has no plans to sell or merge.
- f. Waste Connections of Colorado has not been party to any lawsuits or litigation in the last three years.

6. Evaluation Criteria #1 – Approach to Scope

- a. **Residential Curbside Waste and Single Stream Recycle Collection:** Waste Connections will provide weekly curbside waste collection to Johnstown. The Town will be serviced over the course of five days a week for waste. Auto Side Load trucks will be utilized for this service. Waste Connections will provide 96 & 64 gallon carts for this service. Waste Connections will dispose of waste at our landfill, Front Range Landfill in Erie, CO. Our landfill is a waste to energy landfill which provides electricity to thousands of homes through the grid. Waste Connections will also provide every other week curbside single stream recycle service. This will also be over a five day a week period. Residents will have both waste and recycle service on the same day as to minimize confusion. The

recycle will be serviced using an Auto Side Load truck as well. Waste Connections will provide 96 gallon carts for this service. The recycle material will be taken to Eco Cycle MRF in Boulder, CO for processing.

Yard Waste Collection or Compost: Waste Connections of Colorado will not be offering this service.

Large Item/Bulk Waste Pickup: Waste Connections will provide large item removal to the residents of Johnstown. The residents will either call or email their request and item(s) needing removal. Waste Connections will remove requested items and bill the individual. The bulk items do not include white goods, hazardous materials and tires.

Emergency and Disaster Services: Waste Connections will accommodate the Town during these unfortunate times. Waste Connections is committed to building and strengthening the partnership with Johnstown by being the expert for waste removal.

Town Sanctioned Events: Waste Connections is well versed in providing services for cleanups, Christmas tree removal and special events. Communication and coordination is key to the success of these events. The single point of contact we provide the Town will work to ensure these events are seamless in their implementation and completion.

Services for Facilities: Waste Connections will provide Commercial services at the Town facilities utilizing a front load truck for the commercial bins being serviced one time per week.

Customer Service: Currently Waste Connections of Colorado employs 28 highly trained Customer Service Representatives (CSR's). All of our representatives would be trained to answer questions specific to Johnstown's program. All of our CSR's are housed in our call center in Henderson, CO. The hours of operation are M-F 7:30 am to 5:00 pm.

Waste Connections utilizes a secret shopper program, Tooty, to ensure our CSR's are consistently delivering our goal of "world class" customer service.

Waste Connections is committed to having live CSR's answer calls, during regular business hours, from the Town to ensure all issues and questions are resolved in a 24 hour window. Waste Connections will provide a Johnstown specific email address for customers to inquire as well. This will be checked routinely with 24 hour resolution provided as well.

Waste Connections has the equipment to record calls for training and will provide as needed. Waste Connections will also log all calls pertaining to Johnstown and provide documentation with the call's outcome. This information will be made available at any time that it is requested by the Town.

Waste Connections would provide the Town and its residents a web site communicating program details, answers to commonly asked questions, and a complete comprehensive list of cart sizes, prices, accepted recycling materials and best practices.

Please visit the link below for an example of a web site:

<https://papillion-sanitation.com/yourcartplaysapart/>

Waste Connections would work hand in hand with the Town to develop a program that would meet the needs and requirements desired by the Town and one that would benefit the residents.

The Town would also have a single point of contact, Jeff Stewart, who would be responsible for the implementation of the program, special events, education and attendance at City Council meetings or other Town functions as needed or desired. By having a single point of contact we maintain accountability to the Town while ensuring communication is always a priority.

Waste Connections would utilize our own App, Recollect. This application allows the customer to see when their next service day is for waste and recycle; it also reports weather issues and other information pertinent to the customer's service.

Reporting: Each municipality has their own specifications for reporting and the information they require and need. Waste Connections will work with Johnstown to provide the information needed to meet their needs in an electronic format that has the end user in mind for ease. Waste Connections will provide monthly, quarterly and yearly reporting and any other special requests made by the Town.

- b. Deliverables/Timeline:** Upon being awarded the agreement for Johnstown in June, Waste Connections will have a Town approved flyer ready to mail and email to residents introducing Waste Connections and the scope of service, contact info, container info, recyclable materials, pricing, etc... This will be made available July 15th. Waste Connections would ask that the town have the breakdown on cart selection (96 vs 64 gallon) available by July 1st to allow enough time to have adequate inventory. A second flyer/welcome packet will be sent the first week of August allowing for residents to sign up for Recollect app, notifying them of their service days and to schedule second container delivery and set up billing for this service. Also a schedule for cart delivery will be on this flyer as well. Carts will be delivered to residents the week of August 23-27. The carts will be delivered to the residents on their service days to ensure they have an empty container to utilize for services beginning the following week.

7. Company and Personnel

Jeff Stewart	District Sales Manager	15 Years Waste Experience
Single point of contact		
Joe Carillo	Operations Manager	23 Years Waste Experience
Manage operations team for service delivery (drivers, mechanics, dispatch)		
Josh Lopez	Residential Supervisor	6 Years Waste Experience
Direct supervision with drivers for both waste and recycle		
Nadine Weber	Customer Service Manager	8 Years Waste Experience
Supervises CSR's, provides reporting as well as info for Town		
Stephanie Sena	Office Manager	9 Years Waste Experience
Manages our billing department		
Kellie Miles	Dispatch	15 Years Waste Experience
Directs and coordinates the movement of trucks and routing		

The day to day contact for the Town will be Jeff Stewart. Waste Connections provides a single point of contact to ensure an ease of conducting business and communication.

Waste Connections of Colorado has performed the services requested in the RFP for the past 22 years in this market.

References:

City of Dacono, CO
 Jordan Eichem, Assistant City Manager
 303-833-2317 X 130
jeichem@cityofdacono.com
 Curbside waste and recycle service

Town of Frederick, CO
 Kent VanDyne, Public Works Director
 720-382-5801
kvandyne@frederickco.gov
 Curbside waste and recycle service

City of Lone Tree, CO
 Justin Schmitz P.E., Director of Public Works and Mobility
 720-509-1244
Justin.schmitz@cityoflonetree.com
 Curbside waste and recycle service

Disaster Plan: Waste Connections of Colorado provides a level of service to encounter any issue that may arise. We are located in close proximity to Johnstown to ensure we can provide the necessary equipment and personnel needed in emergencies. Our flexibility and nimbleness allow for us to provide unprecedented service in a time of need. The Town will communicate with the people assigned as they are cross trained to handle any issues that arise.

8. Value/Cost of Efforts:

Program:

Option 1:	96 gallon waste/96 gallon recycle	\$12.90/month
Option 2:	64 gallon waste/96 gallon recycle	\$10.90/month

Additional Container Sales Program:

Waste Connections will provide resident an additional cart at no charge for the cart and will invoice the resident directly \$4.00/month for the servicing of the additional cart.

Yard Waste Collection or Compost:

Waste Connections will not offer this service

Large Item/Bulk Waste Pickup:

Costs for large item pickup are \$15.00/item. The items do not include white goods, hazardous materials and tires. Residents will call in to schedule and pay for this service

Services for Town:

Spring Cleanup Event

No charge to Town

Curbside Christmas Tree Pick-Up

No charge to Town

Waste and Recycling Containers for Special Events

Roll Off \$260/haul \$35/ton over 5 ton allowance \$150/delivery

Town Facilities

Town Hall	3 yard waste	\$95/month	3 yard recycle	\$95/month
Senior Center	3 yard waste	\$95/month	2 96 gallon rec	\$0/month
Town Museum	96 gallon waste	\$12.90/month	96 gallon rec	\$0/month
Public Works	30 yard roll off	\$260/haul	\$35/ton over 5 ton allowance	
	3 yard recycle			\$95/month
Police Dept	3 yard waste	\$95/month	3 yard rec	\$95/month
Cemetery	3 yard waste	\$95/month		
Treatment Plant	3 yard waste	\$95/month	3 yard rec	\$95/month

Pricing: All rates are firm for twelve months with increases predicated on the lessor of 3% or the Denver/Boulder CPI.

In closing, Waste Connections of Colorado is excited with the prospect of partnering with Johnstown and providing the safest and most efficient waste and recycle program for its residents. The talent of Waste Connections coupled with our commitment to "world class" customer service will be evident from the time the agreement is signed. I look forward to further discussing the advantages of partnering with Waste Connections.

Sincerely,

Jeff Stewart

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into this 14 day of July 2020 (the "Effective Date") by and between the Town of [REDACTED], Colorado, a Colorado municipal corporation (the "Town") and Waste Connections of Colorado, Inc. ("Contractor").

WHEREAS, The Town desires to engage the services of Contractor to provide the service more fully described on Exhibit A; and

WHEREAS, the Contractor wishes to become associated with the Town as an independent contractor; and

WHEREAS, the parties wish to memorialize their contractual relationship.

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

SECTION 1: PARTIES

1.01 Town. Town is a municipal corporation located in [REDACTED] Colorado.

1.02 Contractor. Contractor is a private, independent business who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Contractor shall use its own judgment and skills in determining the method, means, and manner of performing this Agreement. Contractor shall be responsible for the proper performance of this Agreement in accordance with any and all applicable federal, state, and municipal laws, regulations, and orders.

1.03 Intent of the Parties. By this Agreement, Town and Contractor intend for Contractor to be an independent contractor in relationship to the Town and not the Town's employee. Consequently, Contractor will not be considered an employee or agent of the Town at any time under any circumstances, for any purpose.

SECTION 2: TERM, DUTIES, COMPENSATION

2.01 Term. This Agreement shall commence on January 1, 2020, and shall remain in effect for a period of twenty-four (24) months unless sooner terminated as herein provided. This Agreement may be extended for up to three (3) additional one-year periods upon the terms reflected in Exhibit A, subject to written agreement of the parties and annual appropriation by the Town.

2.02 Holdover. Should the Contractor hold over and continue providing services after the expiration of this Agreement, without the Town's consent, it shall not be deemed or construed to be a renewal or an extension of this Agreement, but shall only operate to create a month to month contract which may be terminated by the Town at the end of any month upon thirty days' prior written notice to the Contractor.

2.03 Non-appropriation. No part of this Agreement shall be construed as creating

"multiple fiscal year obligations" as that term is defined by Article X, Section 20 of the Colorado Constitution. This Agreement may be terminated, without penalty, by the Town affirmatively declaring that it will not appropriate sufficient funds for the upcoming year. Notice of termination due to non-appropriation shall be provided no later than November 1, and shall be effective at the end of the fiscal year in which such notice was provided.

2.04 Background Check. The Town may, at its sole discretion, conduct a background check of Contractor, its owners and employees. Contractor agrees to execute any forms necessary to facilitate the background check.

2.05 Penalties. Penalties may be levied if documented in an incident report presented by the Town to Contractor. Penalties will be deducted from the monthly payment made by the Town to Contractor. Disagreements will be subject to the review and resolution procedures provided in the Agreement. The Town reserves the right to make periodic, unscheduled inspection visits to determine Contractor's compliance with the Agreement. Penalties may include, but are not limited to, the following amounts for the following acts or omissions:

Action or Omission	Penalties
Commencement of residential collection prior to 7 a.m. or continuance after 7 p.m. except as expressly permitted;	\$200 per incident (each truck on each route is a separate incident);
Failure to collect spilled materials;	Twice the cost of cleanup to the Town, plus \$400 each incident;
Failure to correct or remedy within 24 hours of Town observed leakage from Contractor vehicles or vehicle contents;	\$400 each vehicle, each inspection;
Failure to collect any and all garbage, recyclable materials, and yard debris within one business day after notification;	\$25 each incident;
Collection from residential premises on other than the day specified excluding inclement weather, mechanical failures, or holiday schedule;	\$200 per structure;
Collection as garbage of source-separated recycling;	\$1,000 per incident;
Misrepresentation by Contractor in records or reporting;	\$200 per incident;
Failure to make required reports on time;	\$200 per incident;
Failure to maintain clean and sanitary vehicles	\$200 per vehicle, per occurrence.

The above table is not an exclusive list of the acts or omissions for which a penalty may be assessed. Additionally, the Agreement includes provisions detailing those acts and omissions of Contractor which shall be considered violations or breaches of the Agreement. This Agreement reserves the Town's right to exercise all remedies it may have with respect to these and other violations and breaches. Any schedule of penalties shall not affect the Town's ability to terminate the Agreement for breach.

no

SECTION 3: OPERATIONS

3.01 Expenses: The Contractor shall not incur any expense or debt on behalf of the Town without written authorization.

3.02 Federal, State, and Municipal Laws and Regulations. Town and Contractor each agree to abide by all applicable federal, state, and municipal laws and regulations and rules.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance. Contractor shall maintain and keep in force during the term hereof one or more policies of liability insurance written by one or more responsible insurance carrier(s), which will include protecting and indemnifying the Town in the following amounts:

- a) Comprehensive General Liability - \$4,000,000 combined aggregate
- b) Automobile Liability - \$1,000,000
- c) Workers Compensation – statutory minimum limits

Each liability insurance policy shall name the Town as an additional insured. Contractor shall furnish an original counterpart of such insurance policy to the Town upon the Town's written request. Contractor shall also furnish to the Town appropriate certificates for such insurance, which shall include a commitment by each insurance company to notify the Town in writing of any cancellation of the insurance policy required hereunder prior to such cancellation becoming effective and in accordance with the provisions of such policies. In addition to the above, Contractor shall obtain and keep in force during the term hereof such insurance required by any law or regulation.

4.02 Damage and Indemnity. Contractor assumes full responsibility for any and all damages caused by Contractor's negligence or willful misconduct in its exercise of its activities as authorized by this Agreement. Contractor agrees that it will at all times protect, defend, and indemnify and hold harmless the Town, its officers, agents, employees, tenants, and their successors and assigns from and against all liabilities, losses, claims, demands, actions, and court costs (including reasonable attorneys' fees), to the extent arising from or growing out of loss or damage to property or injury to or death to any persons resulting in any manner from the negligence of willful misconduct of Contractor or any agents, employees or subcontractors of Contractor, whether brought by any of such persons or any other person.

SECTION 5: TERMINATION

5.01 Termination. Either party, upon ninety (90) days' prior written notice, may terminate this Agreement with cause.

a) Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, or any causes beyond the control of such party.

b) Upon termination by either party, Contractor shall immediately cease any and all activities related to this Agreement, and shall return any keys, materials, tools, or other items provided by the Town to the Contractor in conjunction with this Agreement. Additionally, upon termination by either party, the Town shall pay Contractor for all services performed by Contractor prior to such termination date.

SECTION 6: MISCELLANEOUS

6.01 Savings Clause. If any part, term, or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court authoritatively determines that the relationship between Contractor and Town is one of employment rather than independent contractor, this Agreement shall become null and void in its entirety.

6.02 Conflicts of Interest; Non-hire Provision. Contractor is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this agreement, the Contractor shall devote as much productive time, energy, and abilities to the performance of its duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Town. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage leaving the Town's employment, any employee, consultant, or contractor of the Town or hiring any such employee, consultant, or contractor who has left the Town's employment or contractual engagement within one year of such employment or engagement.

6.03 Nonexclusive Nature. This Agreement does not grant Contractor an exclusive privilege or right to supply services within the Town. Residents may contract with other refuse collection companies; however, residents will still be responsible for the fee imposed by the Town. The Town makes no representations or warranties as to a minimum or maximum procurement of services hereunder.

6.04 Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Town for any purpose. The Contractor is and will remain an independent contractor in their relationship to the Town. The Town shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Town hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

IMPORTANT NOTICE: Independent contractor is not entitled to unemployment insurance benefits unless Independent Contractor or some other entity provides unemployment compensation coverage. Independent Contractor is obligated to pay federal and state income tax on any moneys paid pursuant to this contract.

6.05 Illegal Aliens. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor certifies that (i) Contractor does not knowingly employ or contract with any illegal aliens; (ii) Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States; and (iii) Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision, the Town may terminate this contract for cause and the Contractor shall be liable for actual and consequential damages to the State. A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully presents in the United States pursuant to federal law; and (ii) shall produce proper identification prior to the effective date of this Contract.

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6.06 Ability to Bind the Other Party. Neither Town nor Contractor is the agent of the other, and neither shall have the right to bind the other by contract or otherwise, except as specifically provided in this Agreement.

6.07 Applicable Law. This Agreement shall be construed according to the laws of the State of Colorado.

6.08 Time. Time is of the essence of this Agreement and of each covenant thereof. In the computation of any period of time, which shall be required or permitted hereunder, for notice, or under any law for any notice or other communication or for the performance of any term, condition, covenant, or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case, the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday, or legal holiday.

6.09 Recitals and Exhibits. The Recitals hereto and any Exhibits which may be attached to this Agreement are hereby incorporated herein and made a part of this Agreement by this reference.

6.10 Attorney's Fees. If either party employs an attorney to enforce this Agreement, the party in default shall pay the prevailing party the reasonable expenses of the prevailing party, including but not limited to attorney's fees reasonably incurred whether occasioned by litigation or not.

6.11 Assignment and Subcontracting. Contractor may not delegate, assign, or subcontract all or any part of its duties and obligations hereunder without obtaining the Town's prior written consent.

6.12 Waiver of Conditions. Contractor may not waive all or any part of its duties, obligations, or conditions hereunder without obtaining the express written consent of the Town.

6.13 Merger of Understanding. The provisions of this Agreement represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations, and agreements, whether written or oral, except as where noted. This Agreement may be modified only by a written document signed by both parties and approved by the Town Board at a public meeting. This Agreement is confidential and proprietary between the parties and shall not be disclosed to any third party without an agreement between the parties to that effect in writing.

6.14 Third Party Rights. The parties do not intend to confer any benefit hereunder on any person or entity other than the parties hereto and their respective successors and assigns.

6.15 Waiver. No consent or waiver, express or implied, by a party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such party or any other party of the same or any other of its obligations. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any such party in default irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

6.16 Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

6.17 Acknowledgment of Review. Contractor hereby expressly acknowledges that he/she has reviewed and understands each and every provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

TOWN

Town of Frederick, Colorado

By [Signature] 12/23/2019
Bryan Oster, Town Manager (date)

ATTEST:

[Signature]
Meghan O. Martinez, CMC, Town Clerk

CONTRACTOR

Waste Connections of Colorado, Inc.

By [Signature] 12/23/2019
(name) (date)

W



WASTE CONNECTIONS INC.
Connect with the Future®

Customer Service Team Standards District 5311

2021

- **Be here on time for your scheduled hours of work.** If you are unable to report to work at your scheduled time, it is your responsibility to call in ahead of time to inform your manager. You are an important member of this team; we need you to be here.
- **Be present and participate in team meetings.** As an important member of this team your opinions and ideas matter. Please provide feedback and interject your ideas in a courteous, professional manner.
- **Maintain an abandonment rate of 5% or less.** Each member of this team must take equal share in answering every possible incoming call. It is important to communicate with other team members to maintain adequate staffing levels especially during break and lunch times.
- **Treat each and every call with the same level of service excellence.** Every customer deserves to be greeted and treated with service excellence. Utilization of polite wording, voice inflection and empathy must be standard practice. Project a positive attitude on each call, throughout the call.
- **Maintain a minimum Tooty secret shopper score of 93%.** This is not the minimum acceptable score by Waste Connections standards. Use call handling scripts, on every call, to provide professional, efficient and consistent service
- **Minimize your mistakes.** Everyone makes mistakes, however making the same mistake multiple times is not acceptable. If you are unclear of a process or procedure please communicate with your manager to obtain further training. The most efficient way to deliver service excellence is to do it right the first time.
- **Promote a team atmosphere.** Internal customers (co-workers) are just as important as external customers. Courtesy and respect are the foundation of a team; please treat others as you expect to be treated.

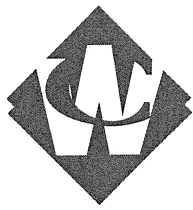
I have read and understand the team standards as listed above. Failure to adhere to these standards is subject to disciplinary actions.

Employee Signature

Date

Manager Signature

Date



WASTE CONNECTIONS OF COLORADO RECYCLING CALENDAR 2020

September

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Recycling collection will be every other week. Your pick-up *is on your regular service day*.
Please refer to the highlighted lines of this calendar to determine your recycling collection week.

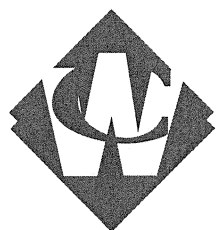
A week = B week = 

= We observe the following holidays:

NEW YEARS, MEMORIAL, JULY 4, LABOR, THANKSGIVING AND CHRISTMAS, unless it falls on a weekend day.

Your holiday collection schedule will run 1 DAY LATE (Mon. will be Tues. and so on and Friday will be Sat.)

If your normal pick-up day falls on or after the holiday within the same week.



CONNECT WITH THE FUTURE RECYCLE

Item #12.

WASTE CONNECTIONS OF COLORADO RECYCLING CALENDAR

2022

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Please refer to the highlighted lines of this calendar to determine your recycling collection week.

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B week = ☐



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NEW YEARS, MEMORIAL, JULY 4, LABOR, THANKSGIVING AND CHRISTMAS, unless it falls on a weekend day.

Your holiday collection schedule will run 1 DAY LATE (Mon. will be Tues. and so on and Friday will be Sat.)

If your normal pick-up day falls on or after the holiday within the same week.

Reciclado Por



**WASTE CONNECTIONS
OF COLORADO INC.**

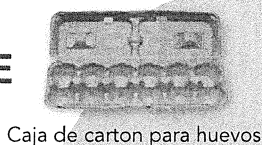
Orgullosos de patrocinar a un
Colorado mas limpio y verde

www.wasteconnectionsofcolorado.com

Una Guia extrema de reciclado

NO TIENE QUE SEPARARLO

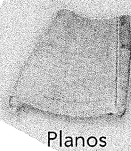
No tiene que remover:
Los clips, estampillas
remitentes grapas,
tape, alambre,
armaduras de metales,
ligas, molduras espirales,
bandejas de plastico.



Caja de carton para huevos



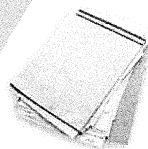
Cajas de carton



Planos



Revistas, folletos
y catalogos



Papel blanco o
color pastel
de oficina



Correspondencia y tarjetas



Periodico
y publicidad
(bolsas no)



Libros de telefono



Carpets para archivar



aplaste
Carton
corrugado y
bolsas
de papel



Pastas
del libros
de papel



#1-7 bandeja de plastico y frascos de rosca
(no tapa, no #7 compostables,
no aplaste)



Botes de aluminio
(no aplaste o machuque)



#1-7 Botellas de plastico



Bolas de aluminio limpio
(2" o mas grande) platos de
aluminio para pay



Loose metal jar lids &
steel bottle caps



Envase de
carton para leche
(no bolsas de
aluminio no aplaste)



Botellas de vidrio
y envases de vidrio

Recycling Perks®

Reciba recompeza
Por su reciclaje

www.RecyclingPerks.com

**Preguntas:
303-288-2100**

**CONNECT
WITH THE FUTURE
RECYCLE**



Recycling By



**WASTE CONNECTIONS
OF COLORADO INC.**

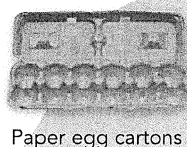
Proud Supporters of a
Cleaner, Greener Colorado

www.wasteconnectionsofcolorado.com

Single-Stream Recycling Guide

NO SORTING

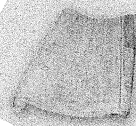
No need to remove:
paper clips, stamps,
address labels,
staples, tape, wire,
metal fasteners,
rubber bands, spiral
bindings, plastic tabs.



Paper egg cartons



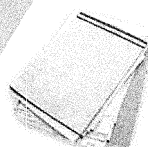
Paperboard boxes



Blueprints



Magazines, brochures
& catalogs



White or pastel
office paper



Opened mail & greeting cards



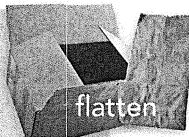
Newspapers
& inserts
(no bags)



Phone Books



File folders



Corrugated
cardboard &
paper bags

Please follow these
guidelines carefully:
Please flatten all
cardboard boxes.
Empty and rinse all
containers. Do not
flatten containers.

NO Plastic Bags • Plastic Tops • Shredded
Paper • Hard-Back Books • Scrap Metal • Tyvek®
Envelopes • Plastic 6-Pack Holders • Needles
or Syringes • Paper Ream Wrappers • Plastic
Microwave Trays • Frozen Food Containers
• Mirrors, Ceramics or Pyrex® • Light Bulbs,
Plates or Vases • Drinking Glasses • Window
Glass • Hazardous or Bio-Hazardous Waste
• Plastics Other Than Those Listed • Tissues,
Paper Towels, Napkins • Waxed Paper or Waxed
Cardboard • Stickers or Sheets of Address
Labels • Kraft® (orange/brown) envelopes
Styrofoam® Cups, Plates, Paper To-Go Food
Containers



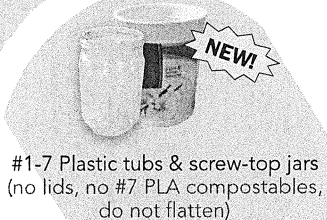
Paper-
back
books



Empty
aerosol
cans
(no caps)



You can now
place all
recyclables in
one bin!



#1-7 Plastic tubs & screw-top jars
(no lids, no #7 PLA compostables,
do not flatten)



Cans (do not crush
or flatten)



#1-7 Plastic Bottles



Clean, balled aluminum foil
(2" or larger) and pie pans



Loose metal jar lids &
steel bottle caps



Polystyrene (#6) packing material
(like computers and appliances
come packed in). No peanuts, No
LDPE (#4) Foam. It must be
removed from the boxes.



Paper milk/
juice cartons
(no foil pouches,
do not flatten)



Glass bottles & jars

Recycle Perks®

Get rewarded for
your recycling

www.RecyclingPerks.com

Questions:
303-288-2100



CONNECT
WITH THE FUTURE
RECYCLE



Town of Johnstown, Colorado
Solid Waste & Recycling Services



REPUBLIC
SERVICES



Johnstown
Colorado

SUBMITTED BY: Holli McElwee
DATE: June 3, 2021
ADDRESS: 1941 Heath Parkway
Fort Collins, CO 80524
(970) 484-5556

Table of Contents

1. Cover Letter	2
1a. Principal Contact Information	3
2. Reference Contract	4
3. RFP Exceptions	6
4. Subcontractors and/or Partners:	7
Subcontracting Opportunities	7
Fostering Economic Growth	7
5. Company Information	9
A. Our Company	9
B. Year Established; Local Presence	12
C. Previous Work	12
D. Comprehensive Listing of All Services Provided	12
E. Ownership	13
F. Litigation	13
6. Evaluation Criterion #1 – Approach to Scope	14
Approach, Methodology and Techniques	14
A. Our Approach	14
B. Project Approaches/Ideas to Enhance Services	16
C. Timeline/Schedule	17
Implementation Table and Timeline/Schedule for Work Plan	17
D. Plan to Manage Work Effectively, Fulfillment & Quality Control	19
7. Evaluation Criterion #2 – Company & Personnel Qualification	20
A. Professional Staff	21
B. Organizational Chart	24
C. Day-to-Day Contact for Town of Johnstown	24
D. Length of Similar Services	24
E. Municipal References Similar Scope Projects	25
F. Disaster Recovery Plan	25
8. Evaluation Criterion #3 Value & Costs Efforts	27
A. Provide a cost of services identified in Section II subsections B, D, E, F and H with products broken down per task and identified by Scope of Services	27
B. Program	27
C. Recycling Opt-Out	27
D. Additional Container	27

E. Yardwaste Collection or Compost	27
F. Large Item Bulk Pick-up	27
H. Services for Town	27
Subsection B. Subcontractor or Partner Costs	27
Subsection C. Fees for Fixed Pricing/CPI	27
Proposed Pricing and Service Options	28
Proposed Pricing and Service Options	29
Bulky Item Pick-Up	30
Bulky Item Pick-Up E-Waste	31
Appendix A Sample Contract	32
Appendix B Professional Resumes	46
Local Management & Municipal Support Staff	47
Thomas Maxwell	47
Holli McElwee	48
McElwee Continued	49
Catherine Morrow	50
Catherine Morrow Continued	51
Don McGlasson	52
Donald McGlasson Continued	53
Jason Gallegos	54
Shannon Smith	55
Maria Placencio	56
Placencio Continued	57
Daana Madden	58
Daana Madden Continued	59
Becca Walkinshaw	60
Appendix C: Services	61
Collection – Residential	61
Collections – Commercial	64
Customer Service	67
Community Engagement	76
How We Partner	79
Appendix D	80
Monthly Reporting Requirements	80
Annual Reporting Requirements	81
Annual Performance Review Meeting	82

Appendix E.....	83
Proof of Insurance.....	84
Proof of Insurance 2	85
Balance Sheet.....	86
Certificate of Good Standing	87
Corporate Data Sheet	88
Bank and Credit References.....	90



May 25, 2021

Ellen Hilbig
Deputy Public Works Director Town of Johnstown, Colorado
450 South Parish Avenue Johnstown, CO 80534

Dear Ms. Hilbig:

Thank you for the opportunity to submit a response to the Solid Waste and Recycling Services RFP for the Town of Johnstown. We are confident that you will find Republic to be the best-value respondent based on our commitment to being a leader in the recycling and waste industry nationwide.

We are proud to be recognized for the following benefits in the community:

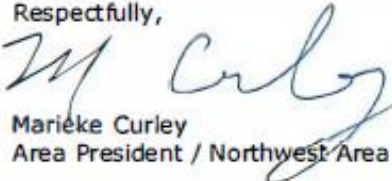
- We employ over 260 employees, 43 of whom live in Weld County.
- Gallegos Sanitation, a Republic Services' Company, has serviced NoCo for 62 years.
- We offer a 99.9% on time pick-up rate.
- Our drivers are 41% safer than the industry average.
- We are the only solid waste company to be recognized on the Dow Jones Industrial Sustainability Index.

Republic Services is a favored company for many municipalities throughout the United States. We offer the capabilities, capital, equipment, trucks, and personnel resources needed to manage and expertly service the residents and Town. As one of the nation's top haulers of recyclable materials and non-hazardous solid waste collection, here at the local level, the majority of our staff offices out of Fort Collins, CO, where our Customer Service Department is located, and we will be running our trucks from our satellite hauling yard in Weld County, CO, just minutes from Johnstown.

Thank you for considering our proposal in response to your Solid Waste and Recycling Services RFP for the Town of Johnstown, CO. Should you have any questions, please reach out to Holli McElwee, Municipal Sales Manager, at 970-413-2357 or hmcElwee@republicservices.com.

As the authorized agent for Republic Services, please accept this letter as my acknowledgment that I am in receipt of this RFP and all associated addenda.

Respectfully,


Marieke Curley
Area President / Northwest Area



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Johnstown
Colorado

Solid Waste and Recycling Services

Item #12.

1a. Principal Contact Information

Company Name/Relationship	Republic Services of Fort Collins, Colorado
Principal Contact:	Tom Maxwell General Manager, Northern CO and WY
Address:	1941 Heath Parkway, Unit 2 Fort Collins CO 80524
Phone:	970-484-5556 (Office) 480-455-9067 (Cell)
Email:	TMaxwell@republicservices.com
Authorized Signatory:	Marieke Curley, Area President
Website:	www.gsiwaste.com www.republicservices.com



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Colorado

Solid Waste and Recycling Services

Item #12.

2. Reference Contract

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***Included is the recently negotiated Louisville, CO Contract Example in Appendix A.***

Republic Services and Louisville, CO entered this contract in 2019 and the contract continues through 2024. Although this contract follows a "Pay As You Throw" model, we believe it is representative of what you have requested. Louisville is a community with just over 5,400 households and is a good example of how service can be configured for the community of Johnstown. We are also including several like contacts, with like contracts, for reference. These may assist the Town of Johnstown in the development of a contract/agreement.

Arvada, CO	Contract begins July 5, 2021, 5-year term with 2 one-year options, 25,0000 customers, 3 cart PAYT trash and recycling included. Lorie Gillis, lgillis@arvada.org Deputy City Manager
Commerce City, CO	Contract began January 1, 2020, 5-year term, has 18,000 customers and 95-gallon trash and recycling. Ben Huseman, bhuseman@c3gov.com Mayor of Commerce City Steven White, swhite@c3gov.com Parks and Streets Project and Program Coordinator Willis Waterhouse, wwaterhouse@c3gov.com 303-289-3600 (main city line for all contacts above)
Mountain Home, ID	Contract began November 1, 2001 and runs through the present period. It is a 20-year term. The number of homes served is 5,460. The services provided are residential, commercial and industrial trash and recycling, trash in carts and overflow cans, unlimited spring clean-up week, Christmas Tree recycling, fall leaf collection in large paper bags and free school recycling Rich Sykes Mayor of City of Mountain Home 208-587-2104 (office) 208-350-0272 (mobile)
Corvallis, OR	Contract began 5/20/2013 and has a 10-year renewal. The number of homes served is 20K. Currently offers solid waste, recycling, putrescible material, infectious waste, commercial services, events and organics collection. Pam Vaughan, Pam.Vaughan@corvallisoregon.gov City of Corvallis Franchise Specialist 541-766-6438 (office)



3. RFP Exceptions

CPI

One exception, being proposed by Republic Services, is that the City consider a fixed 3% PI in lieu of the Denver/Boulder Index or CPI All Items, as mentioned in the RFP. As a reference, the Bureau of Labor and Statistics has discontinued the Denver/Boulder CPI Consumer Price Index, so we offer the fixed as an alternative.

In addition, CPI is currently running higher than 3%, as are the two more commonly applicable CPI categories of Garbage/Trash and Water/Sewer/Trash. A fixed 3% CPI allows for greater certainty in out years and allows Republic Services to offer better pricing at the start of the contract.

Term of the Agreement

Per the Addendum published on 6/1/2021, we are not bidding this as a 3-year agreement, but rather a 5-year agreement with the start date of 9/1/2021 to 8/30/2026, with unlimited renewals and at the Town of Johnstown's discretion.

Yardwaste and Organics

We are not proposing adding yardwaste or composting cart services right now. Once there is more local infrastructure in place, such as the North Front Range Regional Wasteshed Resource Recovery Facility, we would be open to discussing opportunities with the Town of Johnstown.

For the convenience of your residents, we are suggesting the option of an extra (at no-cost) 30-yard roll-off for residents to bring their yardwaste debris to the site during the Spring Clean-up Event.

As an added convenience, we are also suggesting a Fall Clean-up Event, equipped with the same equipment and personnel as the Spring Clean-up. This event would encompass a 30-yard roll-off container for yardwaste to be disposed of and recycled back into compost.

4. Subcontractors and/or Partners:

We have long-standing partnerships with many of our subcontractors.

Our experience and interaction with state and local governments will allow Republic Services to work with our municipal partners in Johnstown, Colorado and adhere to government procurement law. We can also assist qualified contractors with earning and retaining M/W/V/DBE certification.

For the purpose of this RFP, we have a Municipal Solid Waste Disposal Agreement with Waste Management for disposal at the Ault Landfill. This agreement ends in 2024, at which time we can re-negotiate landfill disposal rates and/or seek alternative landfill options to dispose of the Town's waste. We plan to take the Town's MSW to this location.

As an alternative, should circumstances dictate, we can dispose of the Town's municipal solid waste at the Larimer County Landfill.

For single-stream recycling, we work with Larimer County Recycling Center to process the materials. We intend to utilize this outlet for single-stream recycling.

For large bulky item pick-ups, depending on the items, they may be landfilled at the Larimer County Landfill, or for such items as

Figure 1. Republic Services hires locally owned business for dumpster maintenance.



Republic Services has proven success in building M/W/V/DBE partnerships in the municipalities we serve

- Partnered with qualified businesses across the country
- Promote local jobs and economic development

electronics, those would be hauled to IT Refresh, a local electronics recycler.

As it relates to yardwaste materials collected during the Spring and Fall Clean-up events, the material would be recycled and made into compost at a nearby local dairy or taken to Hageman's Earth Cycle.

Subcontracting Opportunities

Republic Services employs subcontractors wherever possible to promote local jobs and economic development. Typically, our subcontractors have specialized skills and knowledge, which allows Republic Services to focus on our core functions.

Opportunities for subcontracting vary based on location, and often include the following:

- Transfer station transportation
- Truck Maintenance – This may be needed when additional resources are required outside of our am/pm technicians. We partner with Bruckners, MHC and Spradley Barr, all companies with expertise in fleet maintenance and automotive repair work.
- Should more driver resources be needed, such as additional drivers in times of crises or labor shortages, we work with KT Black to have trained drivers flown in.

Fostering Economic Growth

Republic Services recognizes that small business enterprises, especially those owned by minorities, women, disadvantaged individuals, and veterans (MWDVBE), are an integral part in growing the Johnstown,



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Johnstown
Colorado

Solid Waste and Recycling Services

Item #12.

Colorado economy through job creation. Republic Services partners with qualified businesses across the country. We partner with these firms and offer mentoring to assist them in operating at our high standards, which often helps them establish repeatable processes and controls that lead to continued success. Numerous partner firms have ultimately grown over years of working with Republic Services, to the point they exceed the small business qualifications.



5. Company Information

Republic Services is one of the country's leading providers of municipal recycling and waste services, serving more than 2,400 communities, with millions of customers in 41 states.

A. Our Company

Republic Services is an industry leader in the non-hazardous solid waste industry with revenues of more than \$10 billion and over 35,000 dedicated employees. Our lineage, which includes three of the industries most recognized brands, who combined in 2008. All our legacy brands operate today as a part of the Republic Services family.

Republic Services' collection companies, transfer stations, recycling centers and landfills focus on providing effortless solutions for our millions of commercial, industrial and residential customers.

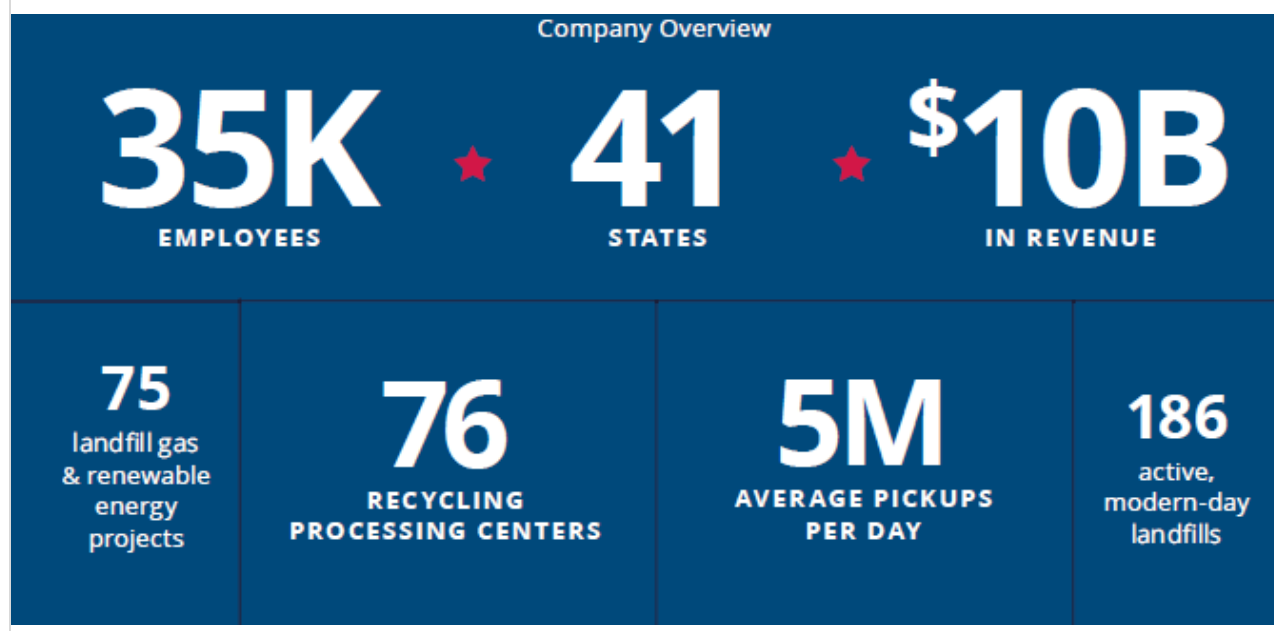
Republic Services responsibly operates 340 collection operations, 220 transfer stations, 186 active solid waste landfills and 76

Republic Services invests in our communities by continuing to provide customers with safe, customer service-focused solutions

- Municipalities that partner with Republic Services choose to renew or extend their contracts over 92% of the time
- Our 15,500 drivers execute 5M pickups/day
- Average tenure of Republic Services Municipal customer is more than 15 years
- As a corporate partner, we sponsor and are present in the communities we serve
- More than 50K residential, 7,700 commercial and 790 industrial customers in the Northern Colorado market
- Republic Services deploys more than 100 trucks daily from its local collection operations

recycling centers across 41 states. We also have 75 landfill gas and renewable energy

Figure 2. **Key Company Statistics.** Republic Services is an industry leader in the U.S. non-hazardous solid waste industry.





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Solid Waste and Recycling Services

Item #12.

projects and are adding new facilities every year. In our Energy Services vertical, we have 6 treatment, recovery and disposal facilities as well as 9 saltwater disposal wells.

With more than 16,000 vehicles, Republic Services deploys the 5th largest vocational fleet in the U.S. to collect approximately 100 million tons of waste and over 6M tons of recyclables.

Company Name: Republic Services

Address: 1941 Heath Parkway Unit 2

City: Fort Collins, CO 80524

State: Colorado

Zip Code: 80524

Local Phone Number: 970-484-5556

Principal Officers:

CEO:

Current CEO: Don Slager,
Mr. Slager is retiring this summer and plans to stay on staff as a consultant for one-year

to help with the transition.

Incoming CEO: Jon Vander Ark
Effective June 2021

EVP & COO: Timothy Stuart

CDO: Brian Bales

EVP CMO: Amanda Hodges

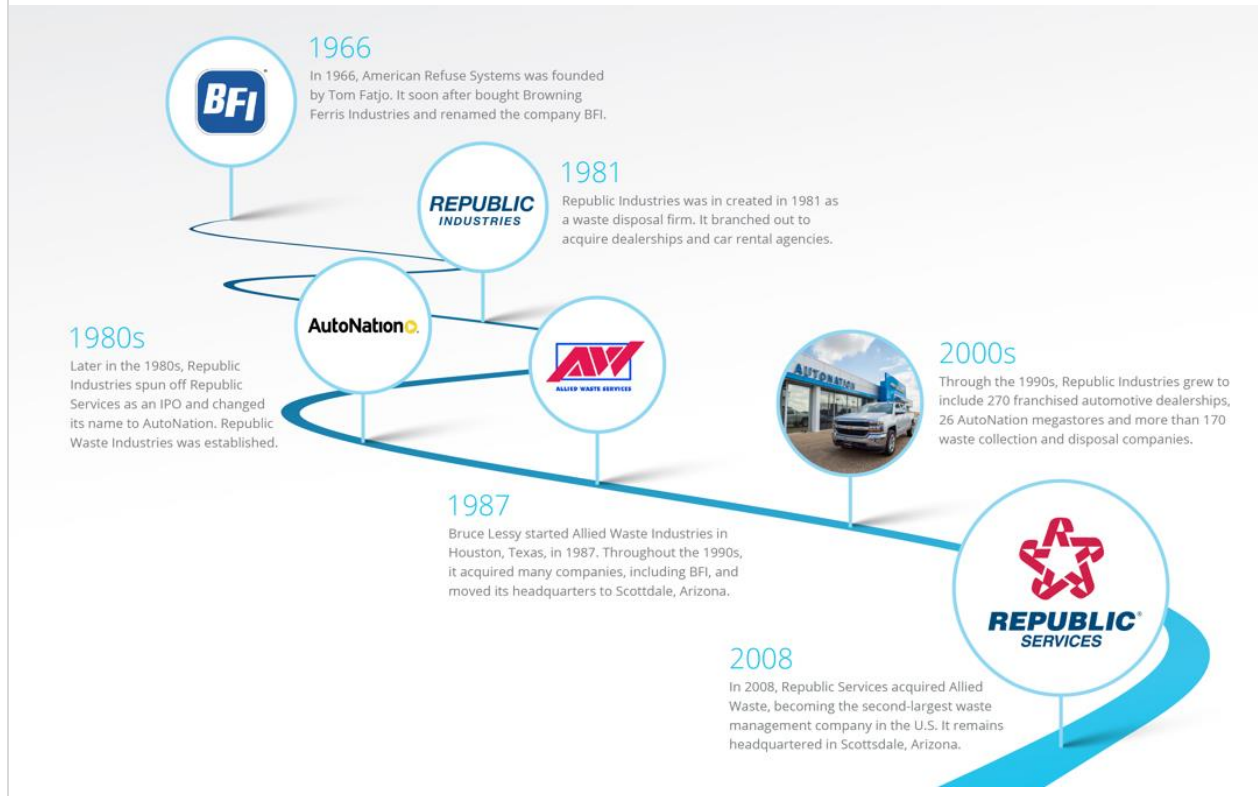
Vision

Republic Services' vision is to be America's preferred recycling and waste services partner. We earn this by providing our customers with simple solutions, reliability and environmental responsibility, wrapped with a level of service unmatched anywhere else in our industry.

Values

We believe that empowered and engaged employees are the greatest indicator of our success. We are guided by the principles we have adopted as our core values – to be Respectful, Responsible, Reliable,

Figure 3. **Company History.** Today's Republic Services is the product of three former industry leaders.



Resourceful and Relentless in all we do, every day. We are reminded of these principles every time we see the five R's joined together to form the Republic Services' Star.

Strategy

Our strategy is profitable growth through differentiation. Simply put, we hire the best people that deliver the best products that best meet our customers' needs.

Our Promise

We'll handle it from here™, our promise, lets customers know they can always rely on us to handle their recycling and waste needs in a way that is easy and effortless for them.

Sustainability

At Republic Services, we are dedicated environmental stewards entrusted to properly handle materials every day by driving increased recycling, generating renewable energy, and helping our customers be more resourceful. Republic Services leads by example, working diligently to improve our relationship with the environment and society through decreased vehicle emissions, innovative landfill technologies, use of renewable energy, community engagement and employee growth opportunities.

*Figure 10. **Environmental Responsibility.** We believe there will always be more we can do to enhance our sustainability efforts, and, in the process, strengthen our business.*



Sustainability contributes to a cleaner world, while also providing opportunities to increase customer loyalty, grow our business, motivate our employees and differentiate Republic Services from our competitors.

People

Our people are the center of our success. Attracting, developing and engaging the best talent is critical to our strategy of profitable growth through differentiation. Whether it's through our dedication to safety, robust learning and talent development programs or expanding our diversity and inclusion initiative, Mosaic, we are committed to making Republic Services an employer of choice where the best and brightest come to work.

Leadership

Republic Services' operations are national in scope, but the physical collection and disposal of waste is very much a local business, and the dynamics and opportunities differ in each of our markets.

Our national presence allows us to identify and incorporate best practices that drive greater overall operating efficiency across the company while maintaining day-to-day operating decisions at the local level, closest to the customer. We manage our operations through ten geographic operating areas, consisting of multiple divisions that each provides recycling and waste collection, transportation and disposal services.

Your municipal contract will be executed locally by our seasoned team located at the Fort Collins, CO location and satellite truck yard in Greeley, CO. This team is fully empowered within our company structure to deliver on our promise to be your preferred recycling and waste provider. This local team is only two levels removed from our corporate staff, which means the backing and support of a national company is accessible in a moment's notice.

B. Year Established; Local Presence

Republic Services was officially established in 2008, although our roots stem back to 1966 through various acquisitions. Please refer to *Figure 3* above for more details.

In addition, as mentioned, Republic Services acquired family-owned Gallegos Sanitation on January 1, 2021. GSI was founded in 1959. Through the acquisition at the beginning of this year, we maintained much of the same local staff and systems. Here in Northern Colorado, we have serviced the solid waste, recycling, yard waste and bulky item collection for decades for the community. Republic Services is integrated in the community, employing approximately 43 individuals in Weld County and two people within Town of Johnstown, including our Municipal Liaison, Becca Walkinshaw, who provides over a decade of experience in community outreach, recycling education in schools and composting and is our resident expert on sustainability and reporting metrics.

We place great importance on our human capital and recognize that our employees are our most important asset. Republic Services strives to provide the very best working conditions, including a safe environment, competitive pay, benefits and many opportunities for professional growth.

C. Previous Work

Republic Services, nor any of our predecessors, to our knowledge, have done contracted work with the City of Johnstown.

D. Comprehensive Listing of All Services Provided

At Republic Services in Fort Collins, Colorado, we provide the following services:

Residential

Municipal Solid Waste Cart Service
Single-Stream Recycling Cart Service
YardWaste Recycling Cart Service

***Availability varies by area

Bulky Item Pick-up
Specialty Recycling Programs:
Electronic Waste (E-Waste)
Teal Bag Program for Extra Waste
On-Call and Temporary Roll-off and Dumpster Services
Neighborhood Clean-ups
Small and Large Event Services: Trash, Recycling, Portable Restrooms and Handwash Stations

Figure: 2 Republic Services is known for their simple solutions and reliable services in communities throughout the United States.



Commercial

Municipal Solid Waste Cart Service
Municipal Solid Waste Dumpster and Roll-off Services
Single-Stream Recycling Cart
Single-Stream Dumpster and Roll-off Services
Compactor Service
Portable Restrooms and Handwash Stations

Construction

Construction and LEED Projects
Municipal Solid Waste Cart, Dumpster and Roll-off Services
Waste and Recycling Service Options:
Dumpsters and Roll-Offs for *Single-Stream Recycling, Wood Only, Metal Only, Cardboard Only, Concrete Only, Asphalt Only and Glass Only Recycling*
Portable Toilets and Handwash Stations

See Appendix C for a comprehensive explanation of services.

Figure:59 Republic Services offers trained drivers and pristine equipment for every job site.



E. Ownership

Republic Services, Inc. is a publicly traded company on the New York Stock Exchange (NYSE symbol: RSG) and is the second largest company in our industry. There are no current plans to privatize or merge our company, however, we are continuously looking to acquire new companies

Ownership beyond five percent

The following Figure shows certain information as of May 2020, with respect to the ownership of common stock by each shareholder who is known by Republic Services to own more than 5 percent of our outstanding common stock:

Credit Rating

Republic Services, Inc. has an "investment grade" rating. No creditor is owed a debt greater than 10 percent of the company's total assets.

F. Litigation

Republic Services of Colorado has not been, nor is currently, party to any lawsuits or litigation in Colorado within the last three years.

There are not any plans for Republic Services to be bought and sold.

Figure 4. Ownership beyond five percent.

Name of Owner	% Outstanding Shares
Cascade Investment, LLC	34.18%
BlackRock, Inc.	5.52%
The Vanguard Group, Inc.	6.15%

6. Evaluation Criterion #1 – Approach to Scope

Approach, Methodology and Techniques

At Republic Services, we pride ourselves on offering the highest level of customer service and a reliability rating of 99.9%.

A. Our Approach

Successful collection operations begin with a skillful operations supervisor who knows the business as well as your community. Your Republic Services local operations supervisor is responsible for the day-to-day collection operations, including development and evaluation of routing (in conjunction with the general manager), training and oversight of drivers, and implementation and enforcement of safety procedures.

We ensure our operations supervisors are not overloaded, nor tied to a desk. On average, we maintain a 15:1 ratio of routes to supervisors, which means that items needing attention are dealt with immediately and that the supervisor knows your community intimately. In addition, our supervisors are out on the routes regularly. At least twice per week, they conduct ride-alongs with drivers on their routes. This creates great opportunities for driver mentoring, ensures quality control on the route, and keeps the supervisor directly

*Figure 5. **Operational Excellence.** Our rigorous supervisor training program yields highly skilled operations teams.*



aware and familiar with the nuances of the route and the community. Few, if any other companies in the industry, dedicate their operations staff to success in this manner.

Operations Training

Our operations supervisor training programs are second to none. Every supervisor, upon starting employment at Republic Services, attends a rigorous 2-week boot camp training course. Regardless of prior industry experience, this boot camp level sets all our supervisors on The Republic Services Way of running operations and builds a strong peer network with those who attend the training together. After the initial training boot camp, supervisors engage in regular refresher and new training opportunities, between 2 and 4 times per year. This yields an operations supervisory team that shares best practices and constantly look for ways to improve on the level of service in your community.

Routing Optimization

Establishing the most optimized routes for a community has dramatic effects on the quality of service, safety and efficiency of the collection operation through shorter routes, safety in the neighborhoods, and ultimately the wear and tear on the streets within the municipality.

We conduct a proven route optimization process, which involves a tight collaboration between the local team and our corporate route optimization team. Through several iterations, these teams collaborate, sharing local knowledge and details, while running our optimization processes to yield the best routes possible for your community. An example of this process, we evaluate planned routes to ensure that trucks are not conducting collection on streets during times that are known for congestion or traffic.

Economy of Scale

Another benefit of Republic Services as your partner is our economy of scale. As an industry leader with a national operation, we

obtain trucks and equipment at a better price due to discounting, which allows us to refresh our assets more frequently than smaller companies. This applies to many of our vendors, including our uniforms, so our drivers and operations teams are better representatives of your city when out in the community.

Operations Overview

Successful collection operations begin with a skillful operations supervisor who knows the business as well as your community. Your Republic Services local operations supervisor is responsible for the day-to-day collection operations, including development and evaluation of routing (in conjunction with the general manager), training and

Communication with the Community

In addition to the regular collaboration between the routing teams, our operations team can communicate with the residents and commercial customers easily using several forms of technology.

Our Republic Services web- and smartphone-based app enables customers to see their accounts, make service requests, or raise issues for resolution. This

app also enables our operations team to offer alerts or emails to customers regarding changes in service for holidays or inclement weather. We also employ a technology

*Figure 6. **Operational Excellence.** Our rigorous supervisor training program yields highly skilled operations teams.*



Republic Services' operations team is market-leading through training, collaboration and hands-on experience

- The most robust operations supervisor training in the industry
- Average of 15:1 route to dedicated supervisors' ratio – means prompt response and oversight for your community
- Proven optimized routing process ensures efficiency, safety and minimal impact on city streets
- Republic Services executes 5M pickups per day

known as Call-Em-All, which is a phone-based capability for distributing operations updates when needed to customers on effected routes.

Digital Operations



Current Digital Operations

Currently, we utilize Routeware and back-up cameras in all of our trucks. Routeware feeds into our computer, lead, customer service and billing management system called Encore. These are the legacy systems Gallegos Sanitation is on currently.

Between the Routeware System on the trucks and Encore, our drivers are able to take photographs of cart set-outs, issues, extras, etc., and this information feeds into our Encore System, so that we can better communicate issues with the customers.

Moving forward: We plan to migrate to RISE in the years ahead, which will allow us to leverage technology to digitally connect our customers, drivers, dispatchers, supervisors

and trucks via our “RISE” dispatch platform and in-cab technology even further through Republic Services. This would move us away from Routeware.

We will be utilizing an agile iterative approach to the development and **multi-year** roll-out of this technology to ensure durable adoption and an appropriate return on our investment. With the roll-out of this technology, we will improve productivity through more real-time routing information and data visualization tools; increase customer connectivity and enable automated service verification communications; and enhance the employee experience by providing better tools and technology designed around how our employees will interact with it.

Customer Messaging Platforms

On the customer front, we utilize a platform called Call 'Em All. This platform makes automated outbound phone calls notifying customers of delays or closures. This same system can generate text messages to applicable phone numbers as well.

We send weekly residential service reminders through a separate software called ReCollect. These are email notifications.

In 2022, we plan to convert over to the Republic Services web- and smartphone-based app that enables customers to see their accounts, make service requests or raise issues for resolution. This app also enables our operations team to offer alerts or emails to customers regarding changes in service for holidays or inclement weather.

B. Project Approaches/Ideas to Enhance Services

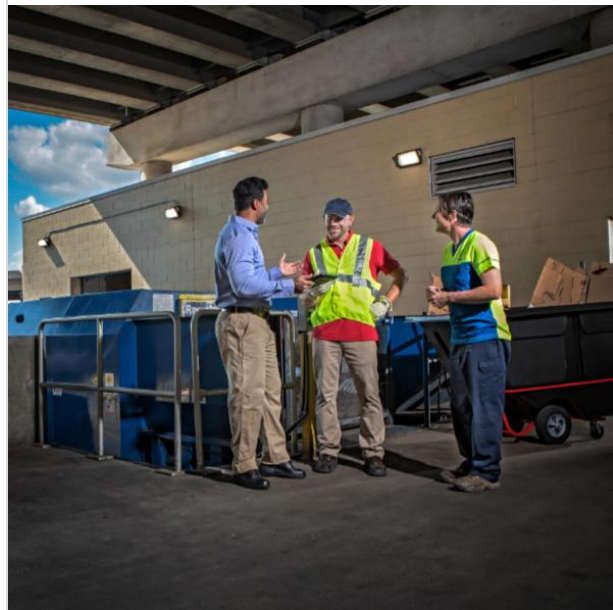
As new opportunities come online and become feasible for recycling and disposal, such as the Front Range Wasteshed facilities and new local end markets, we would like to propose enhanced solutions to the Town of Johnstown

Planning

We start with a plan of collaboration. Your transition will take into consideration the unique needs of the contract and Town of Johnstown. Regardless of the project details, centrally important is the communication plan to include the following:

- We start with a plan, crafted in collaboration with the Town of Johnstown. This plan includes milestones, roles/responsibilities and contact information and timeline for execution.
- Frequent, proactive communication with the Town of Johnstown to ensure no surprises along the way.
- Weekly in-person meetings and phone calls/emails as the situation requires. Our philosophy is that sharing good news as well as bad news gives everyone a chance to prepare and respond in a timely and calm fashion.
- Data sharing and field coordination with current contractor to ensure all open requests are met and service information is accurate.

*Figure 7. **Open Communications.** Republic Services communicates with residents and businesses regarding services changes.*





- Monitoring of open service notes is critical, especially when the transition date nears. Republic Services will work with the Town of Johnstown to address any outstanding concerns prior to the implementation of new services. Our operations teams, customer service professionals and data partners understand the need to keep a close eye on open service notes.
- Cart deliveries and dumpster drop-offs also require careful coordination with field crews.
- Timely and appropriate communication with residents, Town staff/offices and businesses—from events and mailings to website information and direct communication (phone, email, live chat, etc.). Redundant communications through a variety of channels is paramount to success.
- Daily communication with the internal team to assess project status.
- Our operations management will meet with our supervisors and maintenance crews daily to ensure critical-path items are addressed.
- The municipal outreach and education team meets with the transition lead (operations manager), customer service manager and general manager to ensure customer-specific aspects are understood and rigorous training for customer service staff and drivers.
- Contract-specific information, route development and truck test drives will be used to bring a safe and well-informed team to the Town of Johnstown.
- Regular communication with vendors supplying carts and dumpsters, printed material, trucks and on-board computing systems.

Republic Services brings relationships and experience to Town of Johnstown. We have extensive expertise in implementing collection programs. From purchasing to operations to communications, Republic Services has the national strength and the

Decades of experience partnering with municipalities to implement new programs in the community

- 92% track record of successful extension or retention of existing partner contracts
- Frequent and transparent dialogue with the municipality
- All details and plans reviewed
- National strength, with local experts

local experts to get the job done using our network of national and local suppliers.

C. Timeline/Schedule

Implementation Table and Timeline/Schedule for Work Plan

Figure 9 below provides our detailed implementation schedule for Town of Johnstown.



Figure 8. **Implementation Schedule.** We are ready to review and refine the implementation schedule upon award and make any needed modifications or further clarify.

Task	Assigned	Start	End	Comment/Deliverables
Contract Negotiations	Jim Hutchinson, Tom Maxwell & Holli McElwee	Week of 6/21/21 to 7/2/21	7/2/21 or 7/5/21	We will work with the timelines set forth by the Town.
Equipment	Shannon Smith	Order Carts 7/2/21 or 7/5/21	Carts Arrive 8/15/21	Inventory ordering, branding, equipment delivery, cart switch-outs and execution.
Operations	Shannon Smith & Jason Gallegos	8/2/21	8/30/21	Driver training, truck assets and scheduling.
Routing	Jason Gallegos	8/9/21	8/16/21	We will devise a mapping and routing system based on the addresses supplied by the Town.
Customer Service	Daana Madden & Holli McElwee	8/2/21	8/31/21	We will walk through the local phone number, team training, voicemail plan, complaint handling and communications.
Public Education	Holli McElwee & Becca Walkinshaw	7/12/21	8/31/21	This effort will be ongoing and expand. It will include direct mail, a website landing page, ReCollect notices, 2021 Service Calendar and more.
Service Start	Jason Gallegos & Austin Self	9/1/21	9/8/21	***Note: We plan to run trucks Tues.-Fri. each week. Note: Labor Day is 9/6.



D. Plan to Manage Work Effectively, Fulfillment & Quality Control

Each of the departments identified in this RFP play a critical role. At the forefront, are the managers and supervisors who will be working directly with their teammates to ensure all tasks, training, outreach, systems and critical functions are working seamlessly prior to the servicing of this contract for the Town of Johnstown.

Resources

Should we need to pull together additional resources, we have the national backing and Northwest Area Team available to support. Along with the national backing, this includes being able to fly in trained drivers or mechanics, should there ever be a local labor shortage.

Our local team has over 100 years of solid waste experience. In addition to all departments reporting to the General Manager, Thomas Maxwell in Fort Collins, we also report to the Northwest Area Team and have Corporate support.

Customer Service Excellence

As mentioned above, when complaints, issues and circumstances arise that need handling, we will provide clear and timely communication to the Town of Johnstown, as well as provide a solution to resolve the issue at hand. Our standard is to respond to customer voicemails and emails within 48-hours. Due to the fact that the Town of Johnstown residents will be utilizing a local phone number to contact us, your residents can be reassured they will be speaking with a live person in Northern Colorado, or during times of heavy call volume, have the ability to leave a voicemail and have it responded to.

Cart Quality

The residents will be receiving brand new Republic Services carts. Should there be

damage to a cart, we will replace the cart at no-charge.



7. Evaluation Criterion #2 – Company & Personnel Qualification

Our operations are run locally, by seasoned industry veterans who live in your community, and are backed by the experience and strength of their area and corporate leadership teams.

Republic Services is structured along functional lines, which allows for local decision-making by managers with direct responsibility and experience relevant to the contract operations. They are knowledgeable of local collection and post-collection processing activities and are supported by the extensive resource recovery technical expertise and financial strength of our parent company, Republic Services, Inc.

Republic Services' in-house training, personnel advancement, recruitment programs, and workforce development are some of the most comprehensive in the industry. This enables Republic Services to attract and retain the most highly qualified, dedicated, and experienced professionals in the business today.

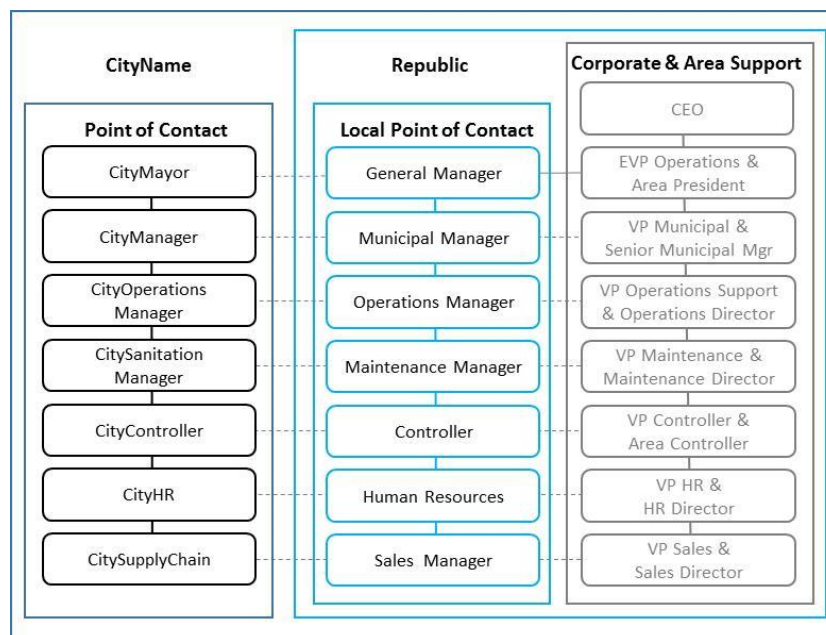
Local Business Unit has over 100 years of combined industry experience

- We provide jobs to more than 35,000 people nationwide, including 260 who live and work in the Weld and Larimer communities.
- The local General Manager and his business unit are fully empowered to serve your needs.
- Every business unit is supported by area and corporate staff.

Our local personnel are vital to the successful delivery of this contract and its daily operations. We will manage the various operational and administrative components of contract implementation and ongoing service to the Town of Johnstown. This team's unique combination of collection experience, recycling expertise, and innovative management systems will ensure quality service for the duration of the contract.

Our local and area management teams have extensive industry experience in operating and managing solid waste companies and

7b. Figure 9. **Personal and Powerful.** Your dedicated local support backed by Republic Services infrastructure



have substantial experience in the region. This allows us to quickly respond and meet your needs; all-the-while staying in touch with your local businesses and residents. We believe our strong area management team allows us to effectively and efficiently drive our initiatives and helps ensure consistency across the organization. These teams have extensive authority, responsibility and autonomy for operations within their geographic markets. Because of retaining experienced managers with extensive knowledge of their local communities, we are proactive in anticipating customers' needs and adjusting to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and service to our customers.

Each of our local business operations is fully empowered and accountable for delivering on our commitments to our customers. They are also backed by the support and breadth of our area and corporate leadership teams, capable of massing expertise and corporate might to assist or respond to any challenge during the term of the contract. An example of this benefit to you is the response capabilities during times of crisis such as hurricanes, tornados, or other disasters. In times of challenges like this, our area and corporate teams activate to ensure people are safe and our assets are operational, so we can return to normal operations as soon as possible.

A. Professional Staff

Your local team has been working together in various capacities for over 15 years, serving customers in your area. Listed below are the individuals who will be managing this partnership and contract.



Area President

Marieke Curley

Northwest

mcurley@republicservices.com
 425-646-2430

Marieke joined Republic Services 18 years ago. She started out in finance and operations departments, eventually becoming the corporate controller, VP of Finance and later the Operations Director. Marieke is well-known for her strategic thinking and inspirational leadership style, built on trust and honesty. At Republic Services, she is responsible for the business success in a seven-state northwest region that includes hauling, transfer stations, recycling processing, composting, landfill, and energy services. Marieke graduated from Clemson University, where she earned a Bachelor's Degree in Business Administration, Accounting and Finance.

In the Addendum B, we have included the resumes from our Fort Collins leadership and management team members, as well as the resume of our Municipal Liaison, who lives in Johnstown and will be instrumental in the community education and outreach portion for the Town of Johnstown.



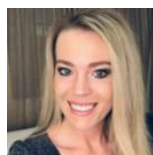
General Manager

Thomas Maxwell

Northern CO/WY

tmaxwell@republicservices.com
 480-455-9067

Thomas recently moved from Texas, where he worked for Republic Services. He excelled through the GMAP Program and is known for his ability to work with cities and franchises, strengthening stakeholder partnerships, creating strategies/tactical plans and achieving business goals. He leads both Fort Collins and Southern Wyoming's locations. His advanced problem-solving and strategic planning is an asset. He is currently working to develop high-performance teams, facilitating community partnerships, driving growth and talent development



Municipal Manager

Holli McElwee

Northern CO/WY

hmcElwee@republicservices.com
 970-219-5742



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Johnstown
Colorado

Solid Waste and Recycling Services

Item #12.

Holli has over 15 years of experience in marketing and local community outreach. She transitioned from Gallegos Sanitation to Republic Services during the recent acquisition. She is responsible for building relationships with governmental officials and organizations, public affairs/relations, assisting with RFPs and contracts with municipal partners and supporting marketing and branding efforts. Holli is a graduate of Colorado State University with a Bachelor's Degree in Communications.



BU Financial Manager

Catherine Morrow, CPA

Northern CO/WY

cmorrow@republicservices.com
702-599-5909

Catherine has 4 years' experience in the solid waste industry and is currently responsible for all accounting, statistical and administrative reporting functions for Republic Services. She recently transferred from Nevada to Colorado's Republic Services' office. Her responsibilities include providing and reviewing financial statements, variance analyses, billing and account reconciliation. She provides analytical support for the division goals, develops the annual budget and manages the accounting department.



Operations Director

Shannon Smith

Northern CO/WY

SSmith36101@republicservices.com
970-829-6758

Shannon has nearly 30 years of solid waste experience. Prior to the acquisition, he served as Gallegos Sanitation's General Manager and in varying operational management capacities. He also worked in Denver for Alpine Waste and brings transfer station, hauling, operations, team leadership, project planning, and municipal experience. Shannon oversees all operations and fleet maintenance areas. He is

responsible for productivity, managing budgets, personnel and BU relations.



Maintenance Manager

Don McGlasson

Northern CO/WY

dmcglasson@republicservices.com
970-305-7473

Don McGlasson has been in the solid waste industry for over two decades years. He is responsible for overseeing all aspects of our fleet maintenance program. He has worked with major national haulers and been a part of the Gallegos Sanitation team for nearly two decades. Mr. McGlasson ensures that all repair and maintenance work is performed in a safe, efficient and timely manner and re-allocating resources among sites, as appropriate. He oversees coordination, planning and scheduling of all repair work to increase productivity, while effectively managing the department's overtime. Mr. McGlasson's office is in Fort Collins, CO.



Operations Manager Hauling

Jason Gallegos

Northern CO

jgallegos@republicservices.com
970-567-5637

Jason Gallegos was born into the industry, as his grandfather, grandmother and father were instrumental in founding Gallegos Sanitation, Inc. Jason has been in the solid waste industry for over 30 years. He is responsible for district route maps, route restructuring and supervision of employees providing waste collection and disposal. He is responsible for developing work schedules to match staffing levels, initiating work assignments and monitoring progress to improve work efficiencies. Jason lives in Greeley and his office is in Fort Collins, CO.



HR Manager

Maria Placencio

Northern CO/WY

mplacencio@republicservices.com
480-257-8014



Maria joins us in Colorado from Boise, Idaho, where she worked as the Human Resources Manager. As the HR Manager, she is responsible for assessing, making recommendations, developing, implementing, and supporting human resources processes to assist in employee hiring, engagement, retention and policy standardization. She oversees talent acquisition, employee engagement and critical company communications.



**Customer Service
Supervisor**

Daana Madden

Northern CO/WY

DMadden@republicservices.com

970-443-9373

Daana Madden has worked in the customer service industry for many years. Mrs. Madden reports to the GM, Thomas Maxwell, and is responsible for managing a multi-department of customer service representatives and high-volume call center for the business unit. She supervises 17+ local customer service representatives performing customer service activities including responding to service inquiries, retaining existing accounts, and problem resolution including, but not limited to, hiring, training and coaching representatives. Additionally, she takes corrective action to manage performance as appropriate and ensures accurate processing of employee payroll. Mrs. Madden works from the Fort Collins, CO headquarter location.



B. Organizational Chart

See the Organization Chart, Figure 11.

C. Day-to-Day Contact for Town of Johnstown

Holli McElwee, Municipal Sales Manager, is the Town of Johnstown's day-to-day contact.

Email: hmcclwee@republicservices.com

Cell Phone Number: 970-413-2357

In case of unpreventable circumstances, **Becca Walkinshaw, Municipal Liaison**, will be your short-term contact.

Email: rwalkinshaw@republicservices.com

Cell Phone Number: 970-980-6562

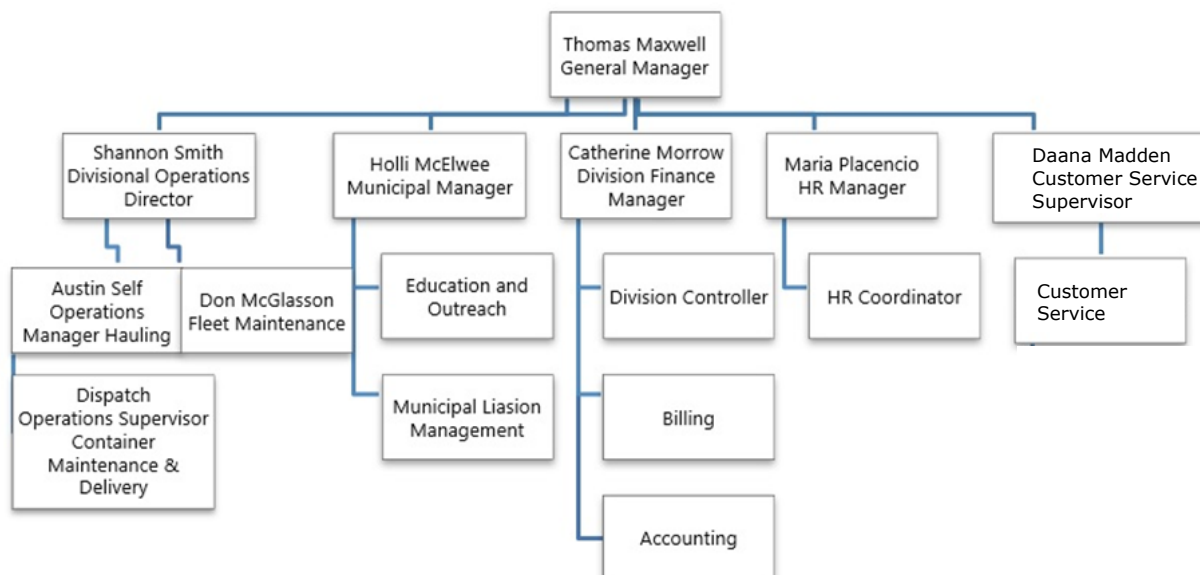
Becca has worked at Republic Services/Gallegos Sanitation for over 13 years. She serves as the Municipal Liaison, is a resident of the Town of Johnstown, CO and has been providing sustainability education and materials management outreach for more than a decade.

D. Length of Similar Services

As Gallegos Sanitation, Inc. and now Republic Services, we have provided residential and commercial municipal solid waste services since 1959 in Northern Colorado. This areas below were serviced by Gallegos Sanitation, Inc. previously providing the residential, commercial, yardwaste, special event, Think Pink and Trash Cancer Cart Program, bulk items, e-waste, cardboard only recycling, single-stream recycling, compactor services, portable toilets for events and natural disaster, such as wildfires and more.

- Large item and bulky pick-ups began over a decade ago.
- Christmas Tree pick-ups in 2001.
- Community and neighborhood clean-ups have occurred for more than twenty years.
- Disaster and emergency services in respect to waste occurred in the last 25-30 years, and portable restroom services for disasters, such as wildfires, since 2000.
- Special event services began in 2000.

Figure 10. Our local team is ready to serve the Town of Johnstown. In addition to the chart listed below, we have a full Customer Service Team and Supervisor at our local office in Fort Collins.





E. Municipal References Similar Scope Projects

1. Company Name: Arvada, CO
2. Contact Name: Lorie Gillis, Deputy City Manager
3. Phone Number: 720-898-7512
4. Email Address: lgillis@arvada.org
5. Brief Description of Project Scope and Value: Contract begins July 5, 2021, 5 year with 2 one-year options 25,000 customer's, 3 cart PAYT trash and recycling is included
6. Status of Project: Currently set to be underway this summer

1. Company Name: Commerce City, CO
2. Contact Name: Ben Huseman, Mayor
3. Phone Number: No Phone Number
4. Email Address: bhuseman@c3gov.com
5. Brief Description of Project Scope and Value: 18K customers with 95-gallon trash and recycling carts
6. Status of Project: Project is underway

1. Company Name: Mountain Home, ID
2. Contact Name: Rich Sykes, Mayor
3. Phone Number: 208-350-0272
4. Email Address: mayor@mountain-homes.us
5. Brief Description of Project Scope and Value:
Date and length of term – 20 years (November 1, 2001 – present)

Number of homes served – 5,460
Services provided – residential, commercial and industrial trash and

recycling; trash in carts and overflow cans, unlimited spring clean-up week, Christmas Tree recycling, fall leaf collection in large (Kraft) paper bags), and free school recycling

6. Status of Project: This project is well underway.

1. Company Name: City of Corvallis
2. Contact Name: Pam Vaughan
3. Phone Number: 541-766-6438
4. Email Address: Pam.Vaughan@corvallisoregon.gov
5. Brief Description: 20-year term, signed in 2001, under 20K residential homes for trash and recycling services
6. Status of Project: Currently underway

F. Disaster Recovery Plan

Our local team is vital to the successful delivery of this contract. Johnstown customers will be serviced out of our Fort Collins Business Unit and Greeley Truck Yard, located less than 20 minutes from the Town. A dedicated team, led by Thomas (Tom) Maxwell, our General Manager will oversee the Johnstown, Colorado contract. The contract will be further supported by our local team.

Republic is capable of amassing national expertise and support to assist or respond to any challenge. An example of this benefit, to you, is the response capabilities during times of crisis such as earthquakes, wildfires and other natural disasters. In times of crisis, our area and corporate teams activate to ensure people, assets and services are safe and can return to normal operations quickly. This is a considerable benefit and risk mitigation to Johnstown that many



other providers in the industry are unable to stand behind.

Equipment:

From equipment to trucks to additional drivers, we have the asset inventory and personnel who can respond swiftly in times of disaster. This includes pulling equipment from our BU in Denver, CO and even flying in trained drivers from other states to service routes in the Town of Johnstown and Northern Colorado, should circumstances dictate this need.

Software:

We currently utilize Encore for our content management system, as explained above. In Q4, 2021, we will be migrating to InfoPro and Salesforce, both are Cloud-based systems and accessible from Republic staff's portable devices. In addition, our staff are all on Office365, another important Cloud-based system, allowing business to be conducted from nearly anywhere.

Many of our staff members have company cell phones and laptops and/or tablets.

Personnel:

If working through the pandemic of COVID-19 has taught us anything it is the fact that much of our daily tasks can be completed from home by office personnel. Additionally, being a national company, we have franchises in other cities/states that encounter such disasters as tornadoes, hurricanes, power outages, blizzards, flooding, wind storms and other situations.

When it comes to Operations and Fleet Maintenance, although we have local talent, in times of need and natural disaster events, Republic Services has a group of trained drivers, mechanics and other personnel, living often time in other states, are flown in right away and can pick up the next day, whether that is route operations, repairing the fleet or other duties as assigned and needed.



8. Evaluation Criterion #3 Value & Costs Efforts

A. Provide a cost of services identified in Section II subsections B, D, E, F and H with products broken down per task and identified by Scope of Services

Republic Services will supply brand new trash and recycling carts for the implementation of this Agreement in both the 65-gallon and 95-gallon for MSW and 95-gallon for recycling services. For the dumpsters and roll-off containers, those will be royal blue and branded to Republic Services. We will also add three new trucks to our fleet, including (2) automatic side loaders and (1) rear load truck. Until those brand-new trucks arrive this year, we will be utilizing Republic Services' branded trucks to service the Town of Johnstown.

B. Program

See Pricing Schedules below this page.

Option 1: (1) 95-gallon cart for trash and (1) 95-gallon cart for recycling

Option 2: (1) 65-gallon cart for trash and (1) 95-gallon cart for recycling

C. Recycling Opt-Out

Recycling Opt-Out
\$2.00 opt-out fee charged per month

D. Additional Container

(1) An extra 95-gallon trash cart of \$5/month.

E. Yardwaste Collection or Compost

Yardwaste Collection or Compost
We propose not offering yardwaste service to residents and instead offering a 30-yard roll-off for a spring and summer clean-up each year for the Town of Johnstown.

F. Large Item Bulk Pick-up

We offer large item and bulk pick-ups. Please see pricing schedule below.

H. Services for Town

We agree to furnish the Town with the receptacles listed in the RFP. Please see the pricing sheet for a complete listing.

Subsection B. Subcontractor or Partner Costs

For the municipal solid waste disposal with the Ault Landfill, this is going to vary month to month based on the volume the Town generates. They charge by the ton.

For the Larimer County Recycle Center, the tipping fees change each month and the fees are listed by tons.

For outside truck maintenance repairs, these costs vary drastically depending on whether a partner's services are needed if our internal maintenance department cannot perform the repairs as timely as necessary.

For bulk waste and E-waste, those prices are listed below in the pricing sheet based on IT Refresh's prices.

As it relates to Hageman's Earth Cycle, based on the yards, we are charged a select rate. Not knowing the volume from the Town, we are unable to provide our exact pricing for disposing of this material.

Subsection C. Fees for Fixed Pricing/CPI

We are proposing a fixed CPI of 3%. As mentioned, we plan to invest in all new carts, equipment and three brand new trucks to service the Town.



Proposed Pricing and Service Options

RESIDENTIAL EQUIPMENT	PICK-UP	RATES
65-Gallon Trash Cart	1X/Weekly	\$8.50/Mo.
95-Gallon Trash Cart	1X/Weekly	\$11.50/Mo.
Extra 95-Gallon Trash Cart	1X/Weekly	\$5.00/Mo.
Replacement Cart for Damaged Equipment	As Needed	\$0.00
Large Bulky Item Collection	As Requested by Resident	Price varies. See Large Bulky Item Pricing Sheet.
Large Bulky Item Collection: E-Waste	As Requested by Resident	Price varies. See E-Waste Pricing Sheet.
95-Gallon Recycling Cart	Every Other Week	\$8.00/Mo.
Replacement Cart for Damaged Equipment	As Needed	\$0.00
Recycling Opt-Out Service	N/A	\$2.00/Mo.
TOWN EQUIPMENT		
Town Sanctioned Christmas Tree Collection	January 2-31	\$0.00
FREE pick-up through January; see Bulky Item Price Sheet if resident calls for a pick-up outside of this month.*	February 1-December 31	*Under 6ft \$20.00; over 6ft \$25.00 for Bulk Rate
Town Sanctioned Spring Clean-up Event		
Includes (2) Rear Load Trucks and (2) 30-Yard Roll-offs and staffed with drivers.		\$0.00
Includes a bonus 30-Yard Roll-Off for yardwaste materials to be recycled.		
BONUS We propose a Town Sanctioned Fall Clean-up Event		
Includes (2) Rear Load Trucks and (2) 30-Yard Roll-offs and staffed with drivers.		\$0.00
Includes a bonus 30-Yard Roll-Off for yardwaste materials to be recycled.		
Equipment for Natural Disasters		
Equipment to be determined at a later date, should there be a situation where these resources are needed.		TBD



Proposed Pricing and Service Options

Special Event Equipment	Qty.	Rate Per Unit		
95-Gallon Trash Cart	1	\$20.00		
95-Gallon Recycling Cart	1	\$20.00		
3-Yard Trash Dumpster	1	\$110.00		
3-Yard Single-Stream Recycling Dumpster	1	\$110.00		
Standard Portable Restroom	1	\$80.00		
Family Unit Portable Restroom	1	\$180.00		
ADA Portable Restroom	1	\$180.00		
Handwash Station	1	\$80.00		
Delivery/Vacate of Equipment Per Trip	1	\$110.00		
Additional Cleanings per Portable Restroom	1	\$45.00		
Location	Solid Waste Container	Recycling Container	Pick-Up	Rate
Town Hall, 450 S. Parish Avenue	(1) 3-Yard Roll-Off	(1) 3-Yard Roll-Off	1X/Week	\$0
Senior Center, 101 Charlotte Street	(1) 3-Yard Roll-Off	(2) 96-Gallon Carts	1X/Week	\$0
Town Museum	(1) 96-Gallon	(1) 96-Gallon Cart	1X/Week	\$0
Public Works, 201 S. 1st Place	(1) 30-Yard Roll-Off	(1) 3-Yard Dumpster	1X/Week	\$0
Police Department, 430 S. Parish Ave.	(1) 3-Yard Roll-Off	(1) 3-Yard Dumpster	1X/Week	\$0
Cemetery, 23101 County Road 13	(1) 3-Yard Dumpster	N/A	1X/Week	\$0
Treatment Plant #1	(1) 3-Yard Dumpster	(1) 3-Yard Dumpster	1X/Week	\$0
Treatment Plant #2	(1) 3-Yard Dumpster	(1) 3-Yard Dumpster	1X/Week	\$0
Treatment Plant #3	(1) 3-Yard Dumpster	(1) 3-Yard Dumpster	1X/Week	\$0



Bulky Item Pick-Up

2021 Extra Charge Rates			
FURNITURE		STANDARD EXTRAS	
ITEM	Price	ITEM	Price
Bed Frame	\$20.00	Boxes (est: 5ml = 30 gallon)	\$5.00
Bench Seat	\$30.00	Cans/Bags-33G (2-14G kitchen size = 1-33G)	\$3.75 EACH
Boxspring/Mattress- Full or Queen	\$40.00	Cardboard OTG	\$20.00 per CYD
Boxspring/Mattress- King	\$50.00	Trash on ground	\$20.00 per CYD
Boxspring/Mattress- Single /Twin	\$30.00	Trash over the top	\$20.00 per CYD
Bunk Bed	\$50.00		
Camper Shell	n/a Cannot pick up		
Car Parts	\$\$\$ Pic Preferred		
Desk	\$25-\$35		
Dinner Table	\$35.00	2yd Extra pickup	\$45.00 EACH
Dresser	\$30.00	3yd Extra Pickup	\$60.00 EACH
End Tables/Night Stands	\$15.00	4yd Extra Pickup	\$80.00 EACH
Entertainment Center	\$35-\$55	6yd Extra Pickup	\$120.00 EACH
Futon Frame	\$25.00	8yd Extra Pickup	\$160.00 EACH
Headboard	\$25.00	65G Extra Pickup	\$10.00 EACH
Hot Tub	n/a	95G Extra Pickup	\$15.00 EACH
Hot Tub Covers	\$45.00		
Lamps	\$10-\$20		
Lawn or wicker Chairs	\$10.00		
Love seat	\$30.00		
Loveseat hide-a-bed/reclining	\$50.00		
Office Chairs	\$20.00		
Piano	\$\$\$ Pic/Sup approval		
Ping pong table	\$60.00		
Recliner	\$30.00		
Sitting Chair/Overstuffed Chair (no reclining parts)	\$35.00		
Sofa (8-10ft standard)	\$40.00		
Sofa Hide-a-bed / sectional/reclining	\$65.00		
Patio Table and Chairs	\$25.00 Chair only \$8 each		
Table and chairs Dining	\$35-\$55 Chair only \$8 each		
TV Stand	\$15.00		
APPLIANCES & EQUIPMENT		YARDWASTE/FOODWASTE	
ITEM	Price	P/U on Route	
A/C or mini fridge w/O Freon- Tagged	\$25 TRIP	\$50.00	SPU
Air Conditioner or mini fridge w/Freon	\$25 TRIP	\$70.00	SPU
Bicycle	\$10.00		
Dishwasher	\$40.00		
Dryer (Standard)	\$40.00	2	
Freezer (Chest) w/Freon- Tagged	\$25 TRIP	\$90.00	SPU
Freezer (Chest) w/O Freon	\$25 TRIP	\$55.00	SPU
Gas Grill (No Tank Allowed)	\$25.00		
Hot Water Heater	\$50.00	SPU	
Lawn Mower (Gas & Oil removed)	\$20.00	SPU	
Microwave	\$20.00		
Oven/Stove	\$45.00	SPU	
Refrigerator w/Freon	\$25 TRIP	\$90.00	SPU
Refrigerator w/O Freon- Tagged	\$25 TRIP	\$55.00	SPU
Sink	\$15.00		
Stack unit Washer/dryer	\$70.00	SPU	
Tires (cars & small trucks)		SPU	LF BANNED
Tires (Giant)		SPU	LF BANNED
Tires (Heavy Equipment)		SPU	LF BANNED
Tires (Light truck (16"-24"))		SPU	LF BANNED
Toilet	\$25.00		
Trampoline (Large)	\$50.00		
Treadmill	\$90.00		
Tub- Bath	\$35.00		
Vacuum	\$15.00		
Washer Standard	\$50.00	2	2
Special Pickup Trip Charges			
Berthoud	\$35.00		
Fort Collins	\$35.00	FOR AN "OFF" DAY	
Loveland	\$35.00	REQUESTED PICK UP OR A	
Wellington	\$35.00	RETURN (i.e FALSE MISS)	
Windsor	\$35.00		
CONSTRUCTION MATERIALS		ELECTRONIC WASTE	
Carpet or Padding (10X10 PIECE= \$100)		\$35.00 per CYD	
Door- Aluminum/Hallow		\$20.00	
Door- Hardwood		\$30.00	
Pallets (STD 4'x4')		\$10.00	
Loose Material		\$30.00	
		SEE E-WASTE PRICING SHEET	
Branches Bundled (1.5x4)		254	\$3.00 EACH
Bundled Branches (> 6')		254	\$7.00 EACH
XMAS Tree (Cost Only Applies Outside of Town Sponsored Collected January 1-31)		253	\$20.00 EACH
Extra OPEN container		321	\$5.00 EACH
Loose Piles of Misc Y/W			Quote



Bulky Item Pick-Up E-Waste

E-WASTE RECYCLING PRICE LIST 2021

Drop-Off Hours: Monday - Friday 8:00 AM - 3:00 PM

DROP-OFF INSTRUCTIONS: Leave item in car, go to front desk at Republic Services in Fort Collins, register item & pay drop-off fee; Republic Services' staff will need to remove the item from the customer's car.

Pick Up - Contact Dispatch and requires a TRIP CHARGE

Fort Collins = \$35 Loveland = \$45 Windsor = \$45 Wellington = \$45 Berthoud/Johnstown = \$45

*ILLEGAL EWASTE ITEMS- below materials are *illegal via
State of Colorado and City of FC to put into landfill /trash*

E - ITEM Description	Price per Item
Cell Phones & Accessories	\$4.00
Circuit Boards	\$4.00
Computer Accessories : Keyboard, Mouse, MP3 Player	\$3.00
CPU (Computer) Towers	\$7.00
DVD, VCR Player	\$7.00
Hard Drive / external hard drive	\$13.00
Laptop /Notebook/ Netbook/ Ultrabook / Tablet	\$15.00
Radios /Stereos- boombox, CD player	\$12.00
UPS/Battery Back-ups	min. of \$17
Printers / Copiers / Scanners / Fax Machine	
Small - Under 15 pounds	\$12.00
Medium - XXXXX	\$27.00
Large - XXXX pounds	\$80.00
Gianormous - XXXXX	\$200.00
Televisions / Computer Monitors	
Up to 20" diagonal- CRT	\$2.50 per inch
Over 20" diagonal - CRT	\$2.50 per inch
Television / Monitor (Flatscreen)	\$2.00 per inch
Television (CONSOL/Projection)	\$2.50 per inch + \$50
Video Game Consoles- screen greater than 4 inches diagonal = \$6	
Bulk Load Pick up (pick up charge plus price per lbs)	.58 per pound

**HOME /OFFICE ITEMS - not illegal but can be
recycled rather than landfilled**

Coffee Maker	\$4.00
Calculator	\$6.00
Camera	\$4.00
Credit Card Terminal	\$4.00
Docking Station	\$6.00
Humidifier (Drained)	\$5.00
Microwave	\$20.00
Overhead Projector	\$20.00
Paper Shredder	\$12.00
Power Supply	\$7.00
Reel to Reel Tapedecks	min. of \$18
Router/Modem	\$4.00
Satellite Dish (12" - 24")	\$30.00
Sewing Machine	\$20.00
Slide Projector	\$15.00
Speakers	\$7.00
Tape Drives	\$12.00
Terminal	\$20.00
Typewriters	\$20.00
Vacuum	\$10.00
Wiring (Connection)	\$6.00

*Per City of Fort Collins 2007: Electronic equipment that is no longer working or no longer needed, and includes: televisions, monitors, computers, printers, scanners, fax machines, stereo equipment, VCRs, DVD players, video cameras, telephones, cell phones, copy machines, video game consoles, and other items with circuit boards in them.

*Colorado Electronic Recycling Jobs Act 2013t, prohibits the disposal of waste electronic devices *Waste electronics and computers from residential and non-residential sources cannot be disposed of in solid waste landfills in Colorado.

*Waste electronics contain heavy metals and other harmful constituents that have the potential to contaminate soil and groundwater if not disposed of properly.



Appendix A Sample C

AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT is made and entered into effective the **5th day of March, 2019** (the "Effective Date") by and between the CITY OF LOUISVILLE ("City"), a Colorado home-rule municipal corporation and ALLIED WASTE TRANSPORTATION, INC., d/b/a Republic Services of Denver, a Colorado corporation ("Contractor") whose address is 18500 North Allied Way, Phoenix, AZ 85054.

WHEREAS, the Contractor, in response to the City's request for proposals, submitted a written proposal to provide single-family residential trash (landfill), recycling and compostable collection services within the City and to perform such work as may be incidental thereto; and

WHEREAS, the City desires to have the Contractor perform residential trash, recycling and compostable collection services in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

A. "Applicable Law" means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, government orders, governmental decrees, judicial judgments, constitutional provisions, and the requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.

B. "Hazardous Waste" means waste defined as, or of a character or in a sufficient quantity to be defined as, a "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic substance" as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

C. "Recyclable Material" consists of any material or substance that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass.



D. "Solid Waste" is any nonhazardous solid waste that is not excluded by the provisions of this Agreement. Solid waste does not include any Unacceptable Waste.

E. "Unacceptable Waste" means highly flammable substances, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

F. "Waste Material" means all Solid Waste and Recyclable Materials not excluded by this Agreement. Waste Material does not include any Unacceptable Waste.

2. Scope of Agreement.

A. This Agreement pertains to single-family residences except for those within Homeowner Associations that offer their residents curbside trash and single-stream recycling as of the effective date of Ordinance No. 1545.

B. This Agreement shall not be considered an exclusive franchise for services to the residents of the City and any resident may choose to negotiate with any other trash removal service licensed to do business in the City or may choose to remove their own waste materials in accordance with the laws and regulations of the City. If a resident decides not to use the service and is not part of a Homeowner Association that provides residents trash and curbside recycling, the resident will be billed for the service by the City as though the resident was subscribing for the 32-gallon service rate.

C. The Contractor may provide separate services to homeowner associations that offer their residents curbside trash and single-stream recycling; provided that, trucks and equipment used in the provision of Contractor's services hereunder shall not be used to provide services to such homeowners associations. The Contractor shall not discourage any homeowner association that chooses not to provide its own collection services from joining the City's program.

3. Scope of Work. The Contractor will provide the following:

A. Weekly collection of trash, every-other-week collection of single-stream recyclables, and every-other-week collection of compostables/yard waste.

B. The Contractor will supply all residences served with:

- i) Two-wheeled carts for collection of trash will be supplied by the Contractor in 32-gallon, 64-gallon or 96-gallon sizes, depending upon the level of service selected by the resident. The Contractor shall have full responsibility for delivery, exchange, maintenance, removal or replacement of carts for trash. The cost for trash collection shall be as set forth in Exhibit "A".



- ii) a 32, 64 or 96-gallon, two-wheeled cart for accumulating and setting out recyclables for collection. This cart will be labeled as containing recyclables and include instructions for recycling as mutually agreed upon by the City and the Contractor. The Contractor shall have full responsibility for delivery, exchange, maintenance, removal and replacement of recycling carts. Recyclables will be collected every other week alternating with the weeks compostables and yard waste are collected. The cost for recyclables collection shall be as set forth in Exhibit "A".
 - iii) a 32, 64 or 96-gallon, two-wheeled cart for accumulating and setting out compostables and yard waste for collection, depending on the level of service selected by the resident. This cart will be labeled as containing compostables and include instructions for composting as mutually agreed upon by the City and the Contractor. The Contractor shall have full responsibility for delivery, exchange, maintenance, removal and replacement of carts for compostables and yard waste. Compostables and yard waste will be collected every other week alternating with the weeks recyclables are collected. The cost for compostables and yard waste collection shall be as set forth in Exhibit "A".
 - iv) During the period that any Emerald Ash Borer Quarantine pickup limitations are in effect as indicated by the Colorado Department of Agriculture, the Contractor shall collect woody debris or tree branch materials every other week, on weeks alternating with compostable collection, in bundles with branches no more than 18 inches in diameter and 4 feet in length. Both parties agree that these materials will be staged and processed at Foothills Landfill in accordance with Emerald Ash Borer Quarantine best management practices and applicable laws. The Contractor shall provide the City with a monthly report of collected tonnage of woody and compostable materials.
 - v) On written request of the Contractor, the City agrees to consider allowing, but shall not be obligated to allow, certain compostables to be processed at the City's Wastewater Treatment Plant or Tree Branch Dropoff Area.
- C. Extra refuse (refuse in excess of the 32, 64 or 96-gallon service selected by the resident) will be collected as part of a prepaid sticker program.
- i) The Contractor will work with the City to develop a prepaid sticker for extra 32-gallon bags of trash that may be purchased by residents at locations designated by the City. Residents shall attach the prepaid stickers to each extra 32-gallon bag of trash.
 - ii) If the resident has not attached a sticker, the Contractor shall not be responsible for pickup of the extra trash.



- iii) Prepaid stickers will be produced by the Contractor and sold to the City at the price per Exhibit "A", attached hereto and incorporated herein. The City, will sell the stickers to residents for a price established by the City. The price of prepaid bag stickers will be increased each time the price of regularly scheduled trash rates are increased under this Agreement and by the same percentage amount as the regularly scheduled rates are increased.
- D. The Contractor will collect approved bulky items (i.e. trash items that are too large to be placed in a 32-gallon refuse bag), such as debris, shipping waste, furniture or appliances, and small equipment, such as lawnmowers, on any regular collection day. The Contractor shall not be responsible for collection of any bulky item unless it receives a request from the resident prior to the regularly scheduled collection day. The Contractor will maintain a list and price schedule of acceptable bulk items for pick-up. The cost for bulk item collection shall be as set forth in Exhibit "B".
 - i) A resident's first bulky item in a calendar quarter will be taken free-of-charge (exception: Freon-containing appliances for which there is always a charge).
 - ii) Collection of any additional items in a calendar quarter shall be subject to the Special Request for Service procedures set forth in Section 8 of this Agreement.
 - iii) If the resident has not made prior arrangements with the Contractor, the bulky items will be left at the curb.
 - iv) Once per year that this Agreement is in effect, the Contractor shall provide a curbside bulk item pickup event limited to 5 items per account, which event shall be provided free of charge to residents and at no additional cost to the City. The date of this event will take place on a Saturday mutually agreed upon by the Parties.
- E. The Contractor will supply a report in an electronic format acceptable to the City each month summarizing services provided, detailing the charges by address, and listing the addresses where the service level has been changed for use in adjusting the residents' utility bills.
- F. The Contractor will supply, on a subscription basis only and for an additional fee as set forth on Exhibit "A" to the resident, the following services:
 - i) Drive-In Service: Drive to homes with long driveways, etc. and empty refuse carts; provided that, the resident requiring drive-in service first signs a waiver to limit Contractor's liability with regard to private property damage. The provisions of such waiver shall be subject to pre-approval by the City.
 - ii) Roll-Out Service: Roll the carts out from the resident (up to 50 feet) to the collection truck.
- G. During the length of this Agreement, the Contractor will supply its standard newsletter to the City via e-mail at no cost. The City may with the Contractor's prior approval



amend the newsletter to address City issues and distribute the newsletter to residents in their City utility bill.

H. Additional Services.

- i) The Contractor shall provide a Spring and Fall curbside tree branch and leaf pickup event a no extra cost to the City or residents. The date of these events will take place on two (2) Saturdays mutually agreed upon by the Parties.
- ii) The Contractor shall provide five (5) complimentary 30-yard roll off containers for the City's use. Additional 30-yard roll off containers shall be made available to the City at a flat fee of \$275.
- iii) Subject to Section 34 of this Agreement, the City and the Contractor may negotiate for other trash, recycling, or composting collection services not addressed herein.

4. Billing for Services.

A. Unit-Based Rates will be charged each resident based on the rates in Exhibit "A":

Under the 96-Gallon Rate, residents may have additional 32-gallon, 64-gallon, and 96-gallon refuse, recycling, and/or compostables and yard waste containers. Residents will be charged as set forth in Exhibit "A" for each additional cart in excess of the first 96 gallon one.

B. Individual Subscription Based Services, including Drive-In Service, and Roll-Out Service shall be charged as set forth in Exhibit "A".

- 5a. Recyclable Services: The Contractor will collect all of the materials that the Boulder County Recycling Center (BCRC) will accept from curbside programs and deliver them to the BCRC. All revenues from the sale of the recyclables will belong to the City. All tip fee charges from BCRC will be paid by the City directly to BCRC. The Contractor will provide the City with a detailed monthly accounting of the material delivered to the BCRC. Materials delivered to the BCRC will be identified by the Contractor's employee as belonging to the City and the revenue from the sale of these materials will be collected by the City directly from BCRC. The recyclable materials shall be collected every other week on the same day as refuse collection, and shall be collected in one stream. Any changes to the materials acceptable to the BCRC will be communicated to residents through the Contractor's next regular scheduled communication as required in Section 12 of this Agreement. Except for its collection and delivery obligations, Contractor is not responsible for the contents placed in recyclables carts by residents.
- 5b. Compostable Services: The Contractor will collect all compostable and yard waste materials that are suitable for composting. The Contractor will process all compostable and yard waste materials at a facility that is approved by the City. All revenues from the sale of compostable and yard waste will belong to the Contractor. Contractor shall make available at no extra cost to the City or residents 500 cubic yards of finished compost in total per year. The compostable and yard waste materials shall be collected every other



week on the same day as trash collection, and shall be collected by bin or bundled. Any changes to the materials acceptable to the Contractor's processing facility shall be communicated to residents through the Contractor's next regular scheduled communication as required by Section 12 of this Agreement. Contractor shall adhere to Emerald Ash Borer Quarantine best management practices and applicable laws.

6. Alley Collection: The Contractor will provide alley collection of refuse, recyclables and compostables to all areas of the City with alleys. In areas where alley service is provided, Contractor shall not be required to additionally provide curbside service except in such circumstance where homes are isolated from alleys.
7. Hours and Days of Operation: The Contractor will limit regular collections between the hours of 7:00 a.m. and 5:00 p.m. on **Tuesday, Wednesday, Thursday, and Friday**. The Contractor will present its collection plan for City approval, and shall obtain City approval thereof prior to commencement of services. Any material modifications of the agreed upon collection plan shall be subject to prior approval by the City.
8. Special Request for Service: A special service request is a resident's request for the Contractor to make a special trip to their residence to collect trash or bulky trash. It is not a request for regularly scheduled service. Special services are sold directly to residents and are billed directly to the resident. Special service requests shall be completed on collection day. Any special service request called in before 3:00 p.m. on the day prior to the collection day will be accommodated the immediately following collection day. Special service requests called in after 3:00 p.m. on the day prior to the collection day will be completed on the next collection day following collection day (one week later).
9. Holiday Schedule: The Contractor will observe New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If one of the observed holidays falls on a scheduled collection day, collection will be on the next available business day. The Contractor will supply an annual calendar, at no charge, to the participating residents showing what trash, recycling or compostable materials are to be set out each week and the collection days during holiday weeks.
10. Trucks and Equipment: The Contractor has indicated that new Renewable Natural Gas equipment will be provided and dedicated for this Contract. The Contractor shall advise the City when equipment designated to this contract is replaced for any reason.
11. Promotion and Education:
 - A. Agreement Implementation: The Contractor will use its expertise and knowledge to assist City staff in the transition to the Contractor's services being provided under this Agreement. The Contractor will develop a list of questions and issues concerning the design, planning and implementation of the rate system, and the single-hauler refuse, recycling, and compost collection program.



- B. **Communication:** The Contractor will work with the City to provide service-oriented information to customers and for developing and executing public education to encourage waste reduction and diversion. Specifically, 30 days prior to the commencement of service, the Contractor shall provide an 8-1/2" x 11" two-color insert to be included in each customer's monthly bill (approximately 6,000 – 6,500 inserts required). This insert will inform City residents of the specifics of the trash, recyclables and compostables collection program, including a collection schedule, a listing of what materials can go into the each waste stream, instructions on the proper handling of the collection carts, instructions on what customers are to do with trash that does not fit into the collection carts, etc. At the same time, Contractor shall provide a complete list of fees and services offered to each customer. The contents of the insert shall be subject to approval by the City. Contractor should also provide a cost to allow the City the option of requiring that the inserts be mailed directly to all customers by the Contractor. The Contractor shall provide another such insert anytime there is a rate increase or change in the collection program.

In addition to providing the above educational information, the Contractor shall work with City Staff to develop, provide and share educational information that will further improve the efficiency and waste diversion performance of the collection program. Such information shall include but not be limited to a dedicated Louisville landing page website and integration of Republic's MyResource App as applicable.

12. **Public Informational Meetings:** The Contractor's management staff shall participate with City staff in all meetings necessary to introduce Contractor's services to participating residents. The Contractor will develop informational materials to hand out at these meetings, with the assistance of the City.
13. **Customer Service Standards:** The Contractor shall be responsible for providing all customer service functions including informing residents of current services, handling resident special service requests, and resolving customer complaints. The Contractor shall maintain and adhere to the Customer Service Standards set forth in Exhibit "C", attached hereto and incorporated herein by reference. The Contractor shall provide customer services through an employee dedicated to the City's Contract ("Dedicated Employee") and located at an office within the Greater Denver Metro Area. The Contractor may utilize additional locally based employees as needed to accommodate routine Dedicated Employee absences. At no point shall customer service functions related to this Agreement be performed through a non-local national call center system.
14. **Maintenance of Records and Reporting** The Contractor shall maintain in its local office full and complete operation and customer service records that shall at all reasonable times be open for inspection and copying for any reasonable purpose by the City, at no charge to the City other than actual cost of copying. All such information shall to the extent permitted by law be deemed as confidential. Reports shall be submitted by the tenth day of each month to the City documenting the following information:
- A. All customers to whom service was provided; detail to include address, account number, size of each container and monthly fee. Included with the line item report will



be a summary report detailing the number of customers with each container size combination;

B. A log of complaints and resolutions for refuse and recycling collection services;

C. A log of missed collections and responses;

D. A description of any vehicle accidents or infractions occurring in the City;

E. A listing of all accounts having a change of service during the month (i.e., 32 gallon service to 64 gallon service, etc.); and

F. Weights in tons of trash, recyclable materials, compostables, and bulky items collected by commodity and where these items were delivered.

15. Compensation Payment Schedule: The Contractor shall bill the City monthly on an aggregate basis for services provided. The Contractor shall supply a billing report in an electronic format acceptable to the City each month summarizing services provided, detailing the charges by address, and listing the addresses where the service level has been changed for use in adjusting the residents' utility bills. The total of the detailed report shall equal the aggregate amount billed to the City. The City shall pay each monthly billing within 30 days of receipt of the billing from the Contractor. The City will retain full auditing rights of the Contractor's accounting records as they pertain to the City's Agreement. All such information shall to the extent permitted by law be deemed as confidential.
16. Annual Price Change: Annually, and effective on the anniversary of the Initial Service Date, prices will be adjusted by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) Denver-Aurora-Lakewood 1982-84=100. The Contractor shall request in writing 90 days prior to the anniversary Initial Service Date the calculated CPI-U change and updated pricing exhibits. This change shall be based on the most recent 12-month period available.
17. Failure to Perform: The City expects high levels of customer and collection service. Performance failures will be discouraged, to the extent possible, through penalties for certain infractions and through default for more serious lapses in service provisions.
18. Penalties: Penalties will be levied if documented in an incident report presented by the City to the Contractor. Penalties will be deducted from the monthly payment made by the City to the Contractor. Disagreements will be subject to the review and resolution procedures as agreed upon by the parties.

Action or Omission	Penalties
Commencement of residential collection prior to 7:00 a.m. or continuance after 5:00 p.m. except as expressly permitted by the Director of Public Works & Utilities in writing.	\$100 per incident (each truck on each route is a separate incident).



Failure to collect spilled materials that the Contractor could have reasonably prevented from spilling or that the Contractor has knowledge of or has been notified of.	Twice the cost of cleanup to the City plus \$1,000 each incident
Leakage from Contractor vehicles or vehicle contents.	\$500 each vehicle, each inspection
Failure to collect any and all refuse, recyclable materials and yard debris within one business day after notification, except in those circumstances addressed by Section 28, Force Majeure, of this Agreement. This does not include materials left because resident failed to make payment arrangements for bulky items or failed to use refuse stickers for bags of refuse outside of carts. Contractor's "Not-Out" report which is generated on route and time-stamped shall be a defense in cases of reported failures to make collections.	\$250 each incident.
Collection from residential premises on other than the day specified excluding inclement weather, holiday schedule or Force Majeure as set forth in Section 28.	\$50 per structure
Collection as refuse of properly source-separated recycling.	\$1,000 per incident
Misrepresentation by Contractor in records or reporting.	\$1,500 per incident
Failure to license collection vehicles with Boulder County	\$250 per vehicle per occurrence

The above table is not an exclusive list of the acts or omissions for which a penalty may be assessed. The City has the right to exercise any and all remedies it may have with respect to these and other violations of City codes, laws, rules and regulations and breaches of this Agreement. Any schedule of penalties shall not affect the City's ability to terminate the Agreement for breach.

19. Contract Default: The Contractor shall provide a performance bond in the amount of \$400,000 or equal to the cost of three month's service to the City, whichever is greater, to cover the City's costs in the event of a Contractor default.
20. Effective Date; Term; Commencement of Services: This Agreement shall commence of the Effective Date and shall continue in effect for a period of **five (5) years** from the Initial Service Date (defined below), unless sooner terminated by either party as provided herein. Notwithstanding the Effective Date hereof, the Contractor shall not commence services under this Agreement until the City has issued a written Notice to Proceed, which notice shall be substantially in the form set forth in Exhibit "D", attached hereto and incorporated herein by reference. The Contractor shall begin implementation towards services within 30 days after the date the City issues the Notice to Proceed, and the Contractor shall within 30 days after the date of the Notice to Proceed identify in



writing to the City specific key milestone dates to achieve services commencing on the week of September 2nd, 2019, which specific date shall be the Initial Service Date.

21. Title to Waste: Contractor shall acquire title to the Waste Material when it is loaded into a Contractor's truck. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, title to and liability for any Unacceptable Waste shall at no time pass to Contractor or the City and shall remain with the generator of the Unacceptable Waste.
22. Non-Appropriation; Condition Precedent: The City's financial obligations under this Agreement are from year to year only, and any financial obligation shall be subject to annual appropriation in the sole and absolute discretion of the Louisville City Council. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of the Colorado Constitution, Article X, Section 20. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.
23. Termination:
 - A. This Agreement may be terminated by either party by giving 180 days written notice to the other party prior to the anniversary date of the Agreement. Additionally, and notwithstanding the provisions of this section, this Agreement may be terminated if, in the sole judgment of the City Manager, service by the Contractor pursuant to this Agreement is not satisfactory. Prior to terminating this Agreement, the City Manager shall cause notice to be given to the Contractor specifying why service is considered by the City to be unsatisfactory. The Contractor shall have thirty (30) days to correct such deficiencies after which the City Manager shall again review the service being furnished under this Agreement. If the City Manager, in his or her sole discretion, still finds the service unsatisfactory, he or she may terminate this Agreement by giving the Contractor thirty (30) days written notice. This Agreement shall automatically terminate at the end of the thirty (30) day period following such second notice to the Contractor. This Agreement is also subject to termination as provided in Section 22. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
 - B. In addition to the foregoing, this Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
24. Independent Contractor: The Contractor, and any persons employed by the Contractor for the performance of work hereunder, shall at all times be independent contractors and not the employees or agents of the City. As independent contractors, the Contractor and its employees are not entitled to workers' compensation benefits except as maybe provided by the Contractor, nor to unemployment insurance benefits unless unemployment



compensation coverage is provided by the Contractor or some other entity. The Contractor is obligated to pay all federal and state income tax, and other applicable taxes, on any moneys earned or paid pursuant to this Agreement. The Contractor shall be responsible and pay for all the following:

- A. Services of the drivers, their assistants, and any other personnel involved in any services rendered under this Agreement; and
- B. For assuring that each driver involved in any services rendered under this Agreement holds a valid commercial driver's license issued by the State of Colorado; and
- C. Expenses, maintenance, and operations of the trucks and any other equipment involved in any services rendered under this Agreement; and
- D. For compliance at all times with all laws, ordinances, rules, and regulations pertaining to the services rendered under this Agreement, and assuring such compliance by the drivers, their assistants, and any other personnel involved in any services under this Agreement.

25. Insurance Requirements:

- A. The Contractor agrees to procure and maintain, at its own cost, the following policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- B. The Contractor shall procure and maintain, and shall cause any subcontractor performing work pursuant to this Agreement to procure and maintain or insure the activity of the Contractor's subcontractors in the Contractor's own policy, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - (1) Worker's Compensation insurance to cover obligations imposed by the Worker's Compensation Act of Colorado and any other applicable laws for any such employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum, limits of THREE MILLION DOLLARS (\$3,000,000) each accident, THREE MILLION DOLLARS (\$3,000,000) disease – each employee, and THREE MILLION DOLLARS (\$3,000,000) disease – policy limit.
 - (2) Comprehensive General Liability insurance with minimum combined single limits of FIVE MILLION DOLLARS (\$5,000,000) each occurrence and FIVE MILLION DOLLARS (\$5,000,000) aggregate. The policy shall be applicable to all



premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE MILLION DOLLARS (\$5,000,000) each accident with respect to each of the Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

- C. The policies required above, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed via blanket-form endorsement to include the City and its officers and employees as additional insureds. Each such policy shall contain a severability of interests provision and a waiver of subrogation and rights of recovery against the City, its officers, officials and employees. Each policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- D. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellations, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any applicable, blanket-form endorsement.
- E. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement for which the City may immediately terminate the Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connections therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due the Contractor from the City.



- F. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections afforded it by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as from time to time amended, or otherwise available at law and applicable to the City, its officers, or its employees.
26. Indemnification: The Contractor agrees to defend, indemnify and hold harmless the City, and its officers, officials and its employees, from and against all liability, claims demands, and expenses, including court costs and reasonable attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act or omission, error, professional error, mistake, accident, or other fault of the Contractor, any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor, or any other person for whom the Contractor is responsible. The obligations of this section shall not apply to damages which the City shall become liable by final judgment to pay to a third party as a result of the negligent act or omission, error, professional error, mistake, accident, or other fault of the City.
27. Notice: Any notice or communication between the Contractor and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:
- | | |
|--------------------------------|-----------------------------------|
| City of Louisville | Republic Services |
| 749 Main Street | 5075 East 74 th Avenue |
| Louisville, CO 80027 | Commerce City, CO 80022 |
| Attn: Director of Public Works | Attn: General Manager |
28. Force Majeure: Neither party shall be liable to the other for any delay in, or failure of, performance where performance is prevented or delayed by acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, strikes, lockouts, rebellion, restraints or injunctions, or other legal processes from which a party affected cannot reasonably relieve itself by security or otherwise. In cases of inclement weather, The Contractor and the City's Public Works Director shall agree for what period of time and upon what conditions collection service shall be suspended and such suspension shall be considered a force majeure event.
29. Compliance with Law: The work and services to be performed by the Contractor hereunder shall be done in compliance with all applicable federal, state, county and city laws, ordinances, rules and regulations. Without limiting the generality of the foregoing, in the performance of its services under this Agreement, Contractor shall comply with the licensing, reporting and all other provisions of Chapter 8.64 of the Louisville Municipal Code.



REPUBLIC
SERVICES



Johnstown
Colorado

Solid Waste and Recycling Services

Item #12.

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

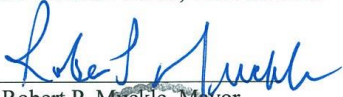
Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, the City may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

CITY OF LOUISVILLE, COLORADO

**ALLIED WASTE TRANSPORTATION,
INC., d/b/a Republic Services of Denver**

By: 
Robert P. Muckle, Mayor

By: 
Title: Vice President

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: 
Meredyth Muth, City Clerk

Attest: _____

2/25/19 11:35 AM [ncb] R:\Louisville\Agreement\Residential Single Hauler Contract-Republic Services (kpc redline).docx





REPUBLIC
SERVICES



Johnstown
Colorado

Solid Waste and Recycling Services

Item #12.



Appendix B Local Management & Municipal Support Staff Resumes

THOMAS C. MAXWELL

817.690.8208
tmaxwell@republicservices.com

EDUCATION

TEXAS CHRISTIAN UNIVERSITY, NEELEY SCHOOL OF BUSINESS, Fort Worth, TX 2019
MBA, Strategy and Operations

LONGWOOD UNIVERSITY, Farmville, VA 2010
BSBA, Dual concentration in Finance and Real Estate

EXPERIENCE

REPUBLIC SERVICES, Lewisville, TX July 2019- Present
General Manager Accelerated Program

- Completed Sales, Finance, Post Collections, Maintenance, and Operations Rotations
- Served as the Residential Operations Manager directly responsible for 125 personnel with a peak of 70 routes
- Championed safety culture and implemented continuous improvements during the COVID-19 pandemic

BELL FLIGHT, Fort Worth, TX Summer 2018
Supply Chain Contracts Intern, Advanced Tiltrotor Systems (Military Programs)

- Prepared and issued requests for information/proposals to facilitate bid evaluation and down-selection process on the V-280 and V-247 programs
- Negotiated NDA's to support expansion and innovation of developmental projects for Bell Advanced Tiltrotor Systems programs

UNITED STATES ARMY, Fort Polk, LA / Fort Benning, GA 2011 – 2016
Assistant Operations Officer

- Coordinated efficient prioritization and planning of training and projects for a 500-man battalion
- Managed the execution of training for over 2500 personnel during rotation through basic combat training

Executive Officer

- Responsible for training, resourcing, property accountability, maintenance, and operational readiness of 86 personnel, 13 vehicles, and equipment valued in excess of \$20 million
- Developed training plans, mentored junior leaders, and controlled the command supply discipline program
- Conducted a property accountability program resulting in the identification of over \$600,000 of unaccounted government property

Platoon Leader

- Led 25 soldiers during a thirteen-month training cycle and a nine-month deployment to Afghanistan
- Designed a training program ensuring team physical and mental readiness and accomplishing a complex and versatile set of tasks in Afghanistan
- Planned and executed 293 combat patrols to secure the advising efforts to the Afghan National Army
- Supervised joint training efforts of the Afghan National Army and Afghan National Police
- Trained and mentored over 800 cadets at the United States Military Academy in West Point, NY

ADDITIONAL INFORMATION

Awards: Bronze Star Medal 2014, Afghanistan Campaign Ribbon 2014, Eagle Scout 2003



Holli McElwee

10555 North County Road 13 • Wellington, CO 80549 • 970-219-5742 • hollimile@gmail.com

Talents and Skills

- Marketing/Branding
- Budget Management
- Campaign Development
- Team Leadership
- Media Buying
- Public Relations

Professional Experience

REPUBLIC SERVICES/GALLEGOS SANITATION, Fort Collins, CO – *A publicly traded company and industry leader in recycling and waste services with the company's annual revenue of \$10 billion. Republic Services purchased multi-million-dollar GSI in Northern Colorado at the beginning of 2021.*

Municipal Sales Manager, 1/1/2021 to Present / Marketing Manager, 6/2018 to 12/31/2020

- **MANAGER:** Created the yearly marketing and advertising plan for the headquarter location in Northern Colorado and sister companies in Elizabeth, Colorado and Southern Wyoming. Collaborated on strategic planning with the C-Level Suite and partnered with key stakeholder on a variety of initiatives.
- **GOVERNMENT, PUBLIC AFFAIRS & PR:** Partnered with government officials on key policy initiatives and managed public relations-focused strategies for GSI and Republic Services.
- **BUDGET CREATION & PERFORMANCE:** Developed the annual budget, managed expenditures for the department, reported on campaign performances, and shared important KPI's with the Senior Leadership Team.
- **CONTENT DEVELOPMENT:** Served as the key copy writer for the department and transitioned to leading communications at the C-Level Suite level; developed numerous cross-functional aids: sales packets, customer collateral, recruitment campaigns, website content, special event launches, and projects.
- **BRANDING:** Played a key role in all aspects of the company's internal and external branding.
- **DESIGNER:** Used the Adobe Creative Suite to create a variety of sales and marketing materials, concept mock-ups, and special projects.
- **COMMUNITY OUTREACH/TRADESHOWS:** Set-up marketing booth exhibits at 40+ events annually and spoke with thousands of community members during these annual events.
- **EVENT PLANNER:** Planned and managed all aspects of internal and external party/events.

ROCKING 4 LAZY M RANCH, Wellington, CO – *Offering land stewardship, sustainable grazing practices, and 100% grass fed beef and purebred American Aberdeen cattle*

Owner, 4/2018 to Present

- Raised and grazed American Aberdeen cattle for breeding and harvesting purposes.

IBMC COLLEGE, Fort Collins, CO – *Accredited career training college with five campuses throughout Colorado and Wyoming.*

Marketing Manager, 9/2011 to 4/2017 / Marketing Executive, 1/2011-9/2011

Managed corporate marketing and communication functions for five college campuses across two states, while overseeing a multimillion-dollar budget and six-member team. Directed regional marketing and advertising strategies, branding, projects, and collateral materials.

Selected Accomplishments:

- **ACQUISITION & RE-BRANDING:** Guided the marketing, advertising, and re-branding activities surrounding the onboarding of new academic programs and the addition of a campus in Colorado Springs, CO, as well as a company name change.
- **MEDIA BUYER:** Supervised all TV and radio buying. After negotiating with account representatives, IBMC's per spot rates were decreased by up to 25% with select media vendors.



- **PUBLIC RELATIONS:** Served as the core public relations specialist.
- **COPY WRITING AND CAMPAIGN EXECUTION:** Created scripts and copy points for strategic launches of internal and external campaigns, with a key focus on lead generation, brand awareness, and consistency.
- **VENDOR MANAGEMENT:** Directed strategic marketing relationships with SEO, SEM, digital marketing, TV, radio, outdoor advertising, print, direct mail, email, and website development.
- **FISCAL ACCOUNTABILITY:** Managed multimillion-dollar budgets. Tracked ROIs for all media lead sources. Worked closely with key executives on KPIs and presented findings to the Executive Team weekly.
- **MARKETING ANALYSIS:** Performed ongoing A/B testing and customer/market research to identify and capitalize on unmet market needs, as well as tailor advertising campaigns to select regions.
- **WEB DEVELOPMENT:** Lead project manager on the creation of a new website, internal and external web content, managed the company website copy, and utilized best practices for onsite SEO.

REALITIES FOR CHILDREN, Fort Collins, CO – *Marketing and promotional company dedicated to serving abused children in Northern Colorado through fundraising services and charity events.*

Vice President of Operations, 7/2008 to 1/2011 / Marketing & Promotional Coordinator, 10/2006-7/2008

Executed Larimer County's highest grossing fundraisers for youth services, marketed for hundreds of businesses, events, and worked directly with 18 nonprofit agencies.

- **FUNDRAISING:** Raised over \$1,000,000 on an annual basis, from 2007-2010, in monetary gifts.
- **EFFECTIVE MARKETING:** Developed marketing plans for major fundraising events and business members while spending just over \$94,000 and providing an overall documented value totaling \$538,000 – accomplished through leveraging funds through partnerships and reduced rates in 2010.
- **EVENT COORDINATION:** Organized major fundraisers in Northern Colorado, including Colorado's largest charity motorcycle poker run in 2010, consisting of 10,000 attendees and grossing \$95,000, up from 4,000 attendees and \$55,000 in 2009.
- **LEADERSHIP:** Directly managed 550 volunteers and two interns on a yearly basis.
- **ADVERTISING REPRESENTATIVE:** Marketed more than 140 business members in Northern Colorado and nearly 200 events on an annual basis.
- **SOCIAL MEDIA:** Grew the Facebook page in 9/2009 from 0 fans to 1,200 fans by 1/2011.

Honors and Board Service

BIZWEST'S 2020 NORTHERN COLORADO WOMAN OF DISTINCTION: Finalist Mentorship Category August 2020

WESTERN ABERDEEN BREEDERS ASSOCIATION: Elected Board Member, 2020-Current

GSI'S EMPLOYEE OF THE QUARTER: Q2 2020

DISRUPTHR NORTHERN COLORADO: Board Member, 2019-Current

IBMC COLLEGE'S CARING TEAM: Board Member, 2013-April 2017

Education

COLORADO STATE UNIVERSITY, Fort Collins, CO – Bachelor of Arts Degree in Speech Communication, Concentration in Mass Media Studies, Graduated in May of 2006, Dean's List, College of Liberal Arts: 2004-2005, 3.89 GPA, followed by a 3.80

SOFTWARE, PLATFORMS & SOCIAL MEDIA:

- Adobe Creative Cloud (Acrobat, Illustrator, InDesign, PhotoShop and Premiere Pro) Constant Contact, Excel, MS Teams, Microsoft Word, Office 360 Suite, Outlook, Pinpointe, PowerPoint, Sales Force, WordPress, and Zoom.
- Instagram, Facebook, Pinterest, Twitter, and YouTube.



Catherine Morrow

Republic Services

Business Unit Finance Manager

Dates Employed: Mar 2021 – Present

Location: Greater Fort Collins Area

Title Business Unit Controller

Dates Employed: Sep 2016 – Mar 2021

Location: Apex Landfill Las Vegas, Nevada Area

Working successfully with operations staff to develop training opportunities and reporting that assists the organization to run more efficiently

Created Budget development tools and directing budgeting activities that influence operational decision making

Advanced Administration of a 5-day Month end Close Calendar

Budget operations training and oversight of annual budget reporting

Review and model expense reduction opportunities in financial services contracts and operations to reduce costs by 20 – 45%.

Gintz and Toner LLC

Chief Financial Officer

Dates Employed: Sep 2011 – Jun 2013

Location: Gig Harbor, Washington, United States

Directs all financial services activities to maximize staffing performance and smooth workflows

Highly skilled at identifying financial risks and opportunities with leadership team and strategizing solutions

Advanced skills in financial reports and cost analysis

Procurement contract negotiation

Waste Connections, Inc.

District Controller

Dates Employed: May 2007 – Aug 2011



Location: Puyallup WA

Supervisory Experience of Accounting Staff including recruiting, training and development

Successfully directed internal and external audits of policies and procedures, and Accounting controls

Coordinated 2 successful accounting system conversions that resulted in expanded reporting capabilities and higher volume transaction processing.

Schoeller Allibert

Corporate Controller

Dates Employed: May 2006 – Apr 2007

Location: Lakewood, WA

Experienced in all Accounting Functions including staff direction, problem solving and ensuring compliance with statutory accounting requirements (GAAP), corporate policies and procedures, budgeted expenditure compliance and many other accounting and finance services related interaction in the organization



Donald McGlasson
970-305-7473

Fleet maintenance professional with more than two decades of optimizing fleet performance, managing teams and ensuring optimal performance.

Director of Fleet Maintenance / Fleet Maintenance Manager

Gallegos Sanitation / Republic Services

Dates Employed: 2015-Present

Location: Fort Collins, CO

Family-owned Gallegos Sanitation, Inc., founded in 1959, was acquired by publicly traded Republic Services on January 1, 2021.

Responsible for the ensuring all aspects of truck and fleet maintenance are carried out. Managed a team of am and pm technicians. Assisted with vendor negotiations and served on the leadership team.

- Ensure adherence to DOT and federal code of regulations (FMCSA).
- Monitor vehicles operating costs and identify trends over assets lifecycle.
- Oversaw a fleet of 100+ trucks, spanning both in Northern Colorado and Southern Wyoming.
- Coordinate maintenance and employee work schedules.
- Work with all Shop vendors on negotiations, inputting invoices, submitting to Accounts Payable and invoice reconciliation.

Truck Excellence Manager

Element Fleet Management

Dates Employed: 2014 – 2015

Location: Sparks, Maryland

Consult and engage with clients to develop a plan to obtain proper vehicles to fit intended use and adhere to the overall mission of the customer. Evaluate client equipment and operations to effectively present recommendations to improve efficiency. Assist in the vehicle research and ordering process to ensure correct specifications are selected.

- Ensure adherence to DOT and federal code of regulations (FMCSA).
- Monitor vehicles operating costs and identify trends over assets lifecycle.
- Advise clients on evolving emission policies utilizing expertise on greenhouse gas reduction.
- Provide guidance on fleet right sizing reducing corporate fleet cost.

Fleet Maintenance Manager

Progressive Waste Solutions

Dates Employed: 2013 – 2014

Location: Finksburg, Maryland

Maintain safe, reliable collection and post collection trucks and equipment including 32 municipal solid waste trucks and 5 heavy equipment vehicles. Ensure adherence to DOT and state of Maryland code of regulations.

Purchase vehicles and tires; monitor fuel cost and usage. Coordinate maintenance and employee work schedules at collections and post collections. Effectively communicate with employees;



district, region; vendors; and state and local officials.

- Perform monthly analysis of maintenance departments and facility related expenses.
- Procure vendors and oversee construction of new maintenance repair facility.
- Direct monthly OSHA training classes for truck and equipment maintenance staff.

Business Unit Fleet Manager

Republic Services

Dates Employed: 2005 – 2013

Location: Baltimore, Maryland Area

- Prepared quarterly forecast and annual budget for maintenance departments—collections (hauling company) \$2.58M post collections (landfill) \$1.8M and transfer / recycle station \$1.5M.
- Supervised, hired, and trained 17 employees including mechanic supervisors and support staff.
- Brought underachieving division from last in region to 24th out of 147 divisions by restructuring and improving maintenance and operation procedures.
- Executed in-house equipment component rebuild program

Fleet Maintenance Supervisor

C-TRAN

Dates Employed: 1999 – 2005

Location: Vancouver, Washington

- Oversaw all vehicle maintenance personnel and assisted with setting and preparing budgets. Maintained cost repair documents, unit files, and warrant records. Organized daily work assignments, training seminars, and safety programs. Directly supervised 14 employees and oversaw additional 10 employees from other shifts.

Maintenance Manager

Oregon Waste, Incorporated

Dates Employed: 1989 – 1998

Location: Arlington, Oregon

- Managed large fleet of heavy equipment and special waste rail and truck containers. Utilized Computerized Fleet Analysis, Caterpillar's Trend Analysis Module, and CTS programs. Set yearly budgets and projected five-year maintenance forecasts. Supervised 28 staff members including supervisors, master mechanics, and secretarial staff.
- Designed, developed, and implemented container thaw and repair process.
- Executed in-house equipment component rebuild program.



Jason A. Gallegos

650 54th Ave Ct Greeley, CO 80634 970-567-5637 jason_gallegos@hotmail.com

Education:

- 1999 Lamar Community College

Work History:

- May 1999 to 2001 – Gallegos Sanitation. Driver
- May 2001 to 2006 – Gallegos Sanitation. Recycle Supervisor
- September 2006 to January 2018 – Gallegos Sanitation. Operations Manager
- January 2018- Present – Gallegos Sanitation. Chief Operating Officer
- January 2018- Present – Greenleaf Waste Solutions General Manager
- November 2015 to March 2021 – Greeley West Boys/Girls basketball. Assistant Coach

Work Experience:

- Indirectly manage all operation departments. This includes 150 team members in routing, 20 in maintenance and 20 in container shop. Coordinate 86 daily routes that service 50,000 local customers.
- Developed and implemented a meeting schedule to improve communication amongst all departments.
- Conducted and supervised training for Gallegos Sanitation employees who desired Class B Commercial Driver License Certification. Including Vehicle inspections, maneuvers, and general driving skills.
- Designed and established a comprehensive safety program for Gallegos Sanitation which included a Zero tolerance Drug testing program.
- Oversee the maintenance shop and container shop managers
- Extensive route knowledge. Specialize in route balancing and productivity.
- Coaching duties: Write practice plans, set up practice, sweep floors, review game tape and compile stats. I was also responsible for running certain parts of practice and helping lower levels as needed.

Certifications:

- Transfer Station Management

Computer Skills:

- Windows programs, Encore, Map Point, Routeware, Power Point, Excel, Word.



Shannon Smith

Experience

Republic Services

Division Manager Republic Services

Dates Employed
Jan 2021 – Present

Location
Ft. Collins, CO

Gallegos Sanitation, Incorporated

General Manager/Sr. Business Director

Dates Employed
Nov 2019 – Jan 2021

Alpine Waste & Recycling

General Manager

Dates Employed
Aug 2010 – Jan 2019

Location
Denver, CO

ESI

GM Potomac Disposal

Dates Employed
Jun 2004 – Aug 2010

Location
Northern VA

Waste Management

District Manager

Dates Employed
Sep 2000-Oct 2002

Location
United States



MARIA J. PLACENCIO
251 Lupine Drive, Apt 407, Fort Collins, CO 80524
Phone: (602) 515-8334 • E-mail: m.j.placencio@gmail.com

SKILLS

- Full knowledge and expert execution of employment laws and benefit regulations
- Highly organized individual with an extra attention to detail
- Excels at multi-tasking in fast paced environment and within time constraints
- Experience leading teams throughout various projects with a problem-solving mentality
- Performance-driven individual with focus on process development and implementation
- Well developed customer service and communication skills
- Proficient in: English & Spanish (verbal, written, and spoken), MS Office, HealthcareSource Position Manager (ATS), UltiPro (HRIS), Kronos, BrassRing, Lawson, Workday

EDUCATION

Grand Canyon University, MBA, Graduation Date: March 2017
Arizona State University, B.S. Biological Sciences, Graduation Date: December 2010
Xavier College Preparatory, Diploma, First Honors

WORK EXPERIENCE

<i>February 2021 – Present</i>	<i>Republic Services, Inc.</i>	<i>Fort Collins, CO</i>
<i>Oct 2017 – February 2017</i>		<i>Boise, ID</i>

HR Manager

Tasks include:

- Oversee, handle, and manage employee relations issues for over 250+ employees across several locations
- Recommend alternative approach, policies, and procedures to maintain efficient and effective work environment for leaders and employees.
- Ensure compliance with state, local, and federal guidelines and policies to protect the business and its employees.
- Partner with management to ensure strategic HR goals, policies, and programs are aligned with business initiatives.
- Partner with GM to administer compensation programs and assists in job evaluation and performance management to ensure compliance with company guidelines.

<i>June 2016 – Oct 2017</i>	<i>Republic Services, Inc.</i>	<i>Bellevue, WA</i>
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Leadership Training Program

- On the job training and formal learning through a structured sequence of rotations. The purpose of the program is to learn fundamentals of the business; develop leadership skills; and establish close working relationships with executives, managers, employees and clients.
- Developmental rotations include: Route Auditing, Maintenance, Sales, Customer Service, Safety, Operations, Financial Support, and Human Resources

Tasks included:

- Actively promote the company's safety and compliance programs



- Use company systems to analyze sales, gross profit, and inventory activity
- Strategically target and identify opportunities with the goal of increased safety, efficiency, and profitability
- Collaborate with other managers to plan and direct the work of the organization
- Attend trainings, complete online courses led by industry leaders, watch guest speakers, and create projects and presentations

Feb 2014 – June 2016

HonorHealth

Scottsdale, AZ

HR Lead - Recruitment Assistant/ Recruiter

Tasks included:

- Supervise and train HR assistants within Recruitment department
- Audit HR assistants' workflow and processes to reduce inaccuracies and increase efficiency
- Creating and modifying tables to provide informational and statistical reports on a semi-monthly, monthly, annual, and as needed basis
- Developed, implemented, and revised multiple process documents for entire department
- Review applications and forward to manager for consideration
- Maintain candidate applications using HealthcareSource Position Manager program
- Schedule all interviews for candidates and assist them through entire hiring process as needed. Includes arranging video interviews or travel arrangements for out of state candidates
- Processes reference checks, license/certification verification and background checks with outside vendor
- Distributes and tracks documentation reporting any discrepancies to management staff and Corporate Compliance Officer
- Schedules pre-employment substance screening and health assessment for new hires. Monitors and communicates results to appropriate recruiter and hiring management
- Act as backup for:
 - Approving accuracy of job requisitions to be posted online
 - Validating background check results and uploading final documents to HRIS
 - Verifying I-9 documentation and completion of new hire paperwork
 - Validating and processing relocation documentation to be submitted for payment/reimbursement
- Started in the HR Recruitment Assistant position and was promoted to lead position

May 2012- Feb 2014

Apogee Physicians

Phoenix, AZ

HR Administrative Assistant

Tasks included:

- Supervise Front Desk Reception position
- Assist HR Administrator with HR reporting for the company and complete EEOC/OSHA reports
- Maintain work posters and safety posters for all offices
- Manage all office supplies accounts (Staples, IQ Office, O'Neil) and sign off on orders/invoices
- Manage phone system account for Phoenix office
- Assist with new hire packets and benefit questions
- Post job openings online through various recruitment websites



Daana L. Madden

2854 Seccomb St Fort Collins, CO 80526

Mobile (970) 799-9232

Dlkmadden14@gmail.com

Work Experience Profile

I pride myself in the ability to assist in the growth of my agents to build future leaders. I have a unique energy and personality that helps motivate all that are around me. I have a high degree of compassion and understanding for the needs of the customer as well as the needs of the employer. I have exceptional skills/experience with:

- Advanced Sales/Customer Care Skills
- Team Building/Management
- Quality Assurance
- Call Center Knowledge
- Energetic and Motivator
- Microsoft Office

Professional Experience

GSI

Gallegos Sanitation /Republic Services **Customer Service Supervisor** Mar '17 to Present

- Provide support to the floor of 17+ customer service
- Manage call and email queues while assigning cases
- Training and mentoring
- Handle escalation calls and research the resolution for Northern Colorado and Wyoming

Qualfon

Visa Elite Concierge

Jul '14 to Mar '17

- Provide support to the floor
- Manage call and email queues while assigning cases to concierges
- Coaching's with concierges
- Handle escalation calls and research the resolution

Center Partners

SALES TEAM SUPERVISOR

Jun '12 to Jul '14

- Assisted in the development of more than half of the current leadership
- Supported and coached a team that performed above network average for the majority of 2012-2013
- Effectively coached developed new hire agents into top performing salesmen Representatives
- Performance management, documentation and accountability for mentor and agents
- Excellent communication skills to obtain agent buy in and boost team morale
- Monitor and develop agents through behavior based rather than number based coaching

Center Partners

FLOOR MENTOR/SALES AGENT

Aug '09 to Jun '12

- Ran a top performing team without a supervisor for 5 months
- Organized and reported floor metrics to statistics daily



- Averaged a 25% sales conversion
- Managed Floor incentives to help boost productivity
- Utilized time management skills to coach and develop agents while taking phone time each day

Best Buy

OPERATIONS MANAGER

Sep '98 to Apr '00

- Ran the front-end daily operations while managing a staff of 30+
- Always met or exceeded monthly sales goals as a team

Education

- High school Diploma – Poudre High School
 - o 3.0 GPA
 - o Student Council, Yearbook, Cheerleading Captain
- Aims Community College – Associates in General Studies/Emphasis in Accounting

References Available upon request



BECCA WALKINSHAW

142 Sycamore Ave, Johnstown CO 80534 • 970-939-4137 • BeccaWalkinshaw@yahoo.com

SKILLS

- *Passionate Self Starter: Intrinsically motivated with the ability to coordinate multiple projects within deadlines
- *Charismatic Leader: Connect with diverse audiences to find common interest in promoting positive social change
- *Con conversationally Intelligent: Seasoned writer, presenter, facilitator, and public speaker
- *Technically Savvy: Proficient with Microsoft Word, PowerPoint, Excel, and Publisher

ACTIVITIES & AWARDS

Waste360 40 Under 40 Recipient (2020); Sustainability Leadership Program Speaker (2018-2021); HR Disrupt Speaker (2019); Leadership Northern Colorado Graduate (2019); Poudre School District Strategic Sustainability Team (2016-2019); Community Based Social Marketing Group (2017-2018); City of Fort Collins Road to Zero Waste Advisory Committee (2016-2017); E+ Recipient Award (2015); City of Fort Collins Climate Wise Advisory Committee (2010-2016); United States Green Building Council NoCo Branch (2010-2016); US Green Building NoCo Branch Volunteer of Month (2013); Gallegos Sanitation, Inc Leadership Award (2013); Sustainable Living Fair Steering Committee (2010-2011)

WORK EXPERIENCE

Republic Services, Fort Collins, CO 1/21–Current

Municipal Liaison

- ♦ Acts as the lead for customer interaction and planning for marketing efforts for contracted municipalities
- ♦ Manages the creation and distribution of reports to management team, municipal customers, and key accounts
- ♦ Plans programs that promote good will and fosters relationships with community leaders
- ♦ Coordinates or assists in the creation of communications, programs, outreach, marketing materials and reports

Gallegos Sanitation Incorporated, Fort Collins, CO 11/07–12/20

Sustainability Specialist / Special Projects

- ♦ Work with key accounts in relation to waste reduction, recycling, and sustainability programming
- ♦ Manage multiple projects that require the collaboration of public and private stakeholders
- ♦ Create and implement voluntary community engagement initiatives for employees and customers
- ♦ Produce and analyze data for internal and external program areas

Pinetop-Lakeside Chamber of Commerce, Pinetop-Lakeside, AZ 06/06-10/07

Membership/Festival Coordinator

- ♦ Point person for personal relations on local radio, television, events and for the newspaper
- ♦ Coordinated membership with recruitment, orientations, ribbon cuttings, mixers, as well as on radio and TV
- ♦ Lead committee meetings, created agendas, recorded minutes, published updates, and newsletters

Poulter Colorado Camps, Steamboat Springs, CO Summer 2005

Camp Counselor

- ♦ Executed group dynamics and teambuilding activities with youth 8-17 years of age
- ♦ Coordinated weekly activities, meals, and multi-day wilderness trips away from camp
- ♦ Fostered a safe and positive environment in which youth learned group living and interpersonal skills

EDUCATION & CERTIFICATIONS

Black Hills State University, Bachelor of Science, Sociology and Human Services, December 2005

Institute for the Built Environment, Colorado State University, Green Building Certificate Course, June 2010

United States Green Building Council, LEED Green Associate Accreditation, March 2011

Zero Waste USA, Zero Waste Certificate, July 2016

Community Based Social Marketing Certificate, March 2017

TRUE Advisor, Total Resource Use and Efficiency, Green Business Certification Inc., April 2021



Appendix C: Services

Collection – Residential

When it comes to handling your waste needs, Republic Services knows how important safe and dependable curbside pickup is to you. We work to exceed your expectations with quality carts and dumpsters and outstanding customer service.

Residential MSW Collection

We intend to service all single-family carts using an automated side loader (ASL) truck.

The ASL is proven to retrieve and return carts in even the most hard-to-reach locations such as narrow streets, courts and

The largest provider of municipal residential collection services in the US

- 5 million pickups each day
- 99.9% on-time pickup
- Comprehensive collection services, including solid waste, recycling, yard waste, and bulk

alleyways, enabling the industry's most efficient, safe and environmentally responsible curbside automated collection services.

Figure 11. **Residential Collection process.** Our residential collection service is simple, reliable, and environmentally responsible.





Figure 12. Automated Side Load Collection.
Provides a cleaner, safer, more efficient residential collection.



Each collection vehicle is operated by a single driver and will be painted in a uniform manner, featuring our logo and company contact information.

We propose to use blue carts with black lids for residential trash collection.

Residents will be offered the option of choosing a 65- or 95-gallon. If a customer needs more than one collection cart, we will provide an additional cart for a fee to accommodate the customer's needs.



The ASL cart collection methodology is fast and efficient and requires approximately 8 to 12 seconds completing the cycle (pick up

cart, deposit contents, place cart back onto the curbside) before the driver moves to the next stop.

Residential Recycle Collection

We will offer all single-family customers weekly trash service and every other week fully automated single-stream recycling collection services. Recycling carts will be serviced with a similar automated truck as what will be used for residential solid waste carts.

All single-family customers will be issued a blue cart with a light blue lid. The trash cart options are either a 65-gallon or 95-gallon wheeled cart. For recycling, all carts will be 95-gallon in size.

YardWaste Collection

For the purpose of this submission, we are not proposing offering residential yardwaste cart service; however, we would like to include two Yardwaste Clean-up opportunities in the Spring and Fall, by way of offering a 30-yard roll-off box at the Spring and Fall Clean-ups.

There would not be a cost to the Town of Johnstown for these boxes.

We would employ our staff members to monitor and help educate the residents on what materials should and should not be thrown into the roll-off container. We have the ability to provide a Yardwaste Recycling Guide prior to the event, as well.

We would like to partner with the Town's Communication Director on messaging about this additional opportunity, what kinds of materials are considered yardwaste and permissible and any other FAQs.

Christmas Trees

Holiday trees will be collected curbside for a specified period at no additional charge to the customer from January 2-31st.

Bulky Waste Collection

White goods, with chlorofluorocarbons (CFCs) removed, and bulk items will be serviced on-call. A rear load of ASL truck will collect the bulky item materials.

*Figure 13. **Bulky Waste Collection.** This convenient add-on service is available through Republic Services.*



Service Days

The following table reflects the service schedules for residential MSW, recycle, yard waste and bulk items collection.

*Figure 14 **Service Days.** Below are the service days for your contract.*

Service	Days of Week	Collection Hours
MSW	Tues.-Fri.	7am-6pm
Recyclables	Tues.-Fri.	7am-6pm
Yard waste	Collected 2x per year at Spring/Fall Clean-ups	insert
Bulky Items	On Demand	On Demand

Holiday Schedules

Republic Services follows the same holiday schedule as the Ault and Larimer County Landfills. We will be closed on New Year's Day, Memorial Day, Independence Day Thanksgiving and Christmas; if service day falls on one of these days, we will service you on your next scheduled service day.



Collections – Commercial

Republic Services provides effortless recycling and waste solutions for our commercial customers, working with them to evaluate and optimize their solution.

Commercial Solid Waste

From monthly to daily collections, and dumpster sizes ranging from 2- to 8-yards in size, Republic Services offers solid waste and recycling services with a variety of dumpster sizes and service frequencies.

Our commitment to you is simple, we will:

- Complete every collection as scheduled
- Return the cart to its dedicated location
- Clean loose litter or debris
- Ensure that enclosures are properly secured

Commercial Recycling

Republic Services offers single-stream recycling, in which the customer deposits recommended empty, clean and dry recyclable materials in the one recycling cart. Republic Services then collects and transports the materials to the Recycling Centers for separation and processing.

Republic Services also offers source-separated recycling for cardboard and other commodities that can be taken directly to a local processing facility.

Flexible, Tailored Solutions

Our dedicated team is available to consult with businesses and communities of any size to conduct a comprehensive on-site waste assessment (Figure 19) to determine the needed services, collection frequencies, and dumpster sizes. During the assessment, we will identify dumpster locations and access paths that allow for safe, convenient service.

Right-sizing service levels can increase waste diversion, improve collection productivity, and lead to reduced costs for customers.

Commercial customers enjoy options and tailored solutions, regardless of company size

- In-person waste audits for commercial customers confirm the right level of service
- Wide range of services, including waste, recycling, and innovative sustainable solutions
- Range of dumpster sizes, from 2 to 8 yards, with an average lifespan of more than 10 years

Dumpsters

Republic Services uses small dumpsters constructed of durable steel bodies and two plastic lids. Dumpsters range in size from 2 to 8 yards, and can be placed on casters for easy maneuverability, if necessary.

Figure 15. **Waste Assessments.** An onsite waste assessment ensures that all your questions are answered.

The form is titled "Blueprint Municipal Interview Guide: Current" and features the Republic Services logo. It is divided into several sections for data collection:

- General Community Information:** Includes fields for Community Name, Population, # of Homes Served, HH Income, and Growth Rate %.
- Contact Information:** Includes fields for Contact's Name, Position/Title, Phone (Direct), Phone (Mobile), Email, and Preferred method of contact.
- Performance:** Includes fields for Influence on buying process, Contract Expiration, # of households billed, and Average annual waste spend per household \$.
- Current Services:** A table with columns for Service, Currently Provided (Y/N), % of Waste (If Yes/If No), and Frequency of Service (Per Week). Services listed include Solid Waste, Recycling, Yard Waste, Bulk Waste, Organic Waste, Electronics, HHW, Sharps, Medical Waste, Electronics Recycling, Universal Waste, Special Waste, Dumpster Rentals, and Republic Rewards.
- Are current services adequate?** A section with checkboxes for YES and NO, and a space for Notes.
- Tonnage (Annual):** Fields for MSW household tonnage, Recycling household tonnage, % Change in overall household tonnage, Household diversion %, MSW business tonnage, Recycling business tonnage, % Change in overall business tonnage, and Business diversion %.



Constructed of a strong plastic resin, dumpsters are useful for small offices and businesses. Dumpsters are designed to last up to ten years, with easily interchangeable wheels and lids.

Methodology and Procedures

Republic Services uses front-load collection vehicles to service dumpster commercial customers in Town of Johnstown. Customers with a 95-gallon or smaller cart are serviced with an automatic side-load (ASL) or rear load (REL) truck.

Front-Load Vehicles

We service commercial customers with front-load collection vehicles with [28]-cubic yard volume bodies because:

- The supplier is a company that has proven to be among the strongest, safest and lowest maintenance trucks in the industry
- Our first-hand local knowledge shows that this truck's size and attributes will "fit" every neighborhood we service, including hard-to-service accounts

Automated Side Load Vehicles

Our automated side load vehicles (ASL) are typically dual-side-drive, with a low-entry cab, and equipped with a remote rear camera that:

- Allows easy ingress and egress to the curb
- Improves driver and pedestrian safety
- Reduces potential injury
- Increases productivity

ASL's can compact waste at idle speeds or even while on the move and the large 5-cubic yard hopper that greatly reduces litter.

Our ASL vehicles feature an arm, with a patented vertical lift design that goes from ground-to-ground operation in 6.5 seconds, allowing for maximum curbside pickup in less time, while also preventing litter and spillage.

Holidays & Schedule Disruptions

Republic Services will take all necessary steps to notify customers prior to all holidays and unforeseen schedule disruptions via our Republic Services app and the Call-Em-All automated calling system.

For our holiday schedule, we follow that of the Larimer County Landfill, which typically includes the following closures: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

*Figure 16. **Dumpster Placement.** The correct placement allows for safer and consistent service.*





Dumpster Dimension Guide

Figure 17. Right dumpster for the application.

Dumpster – Slant-top & Dumpster – Upright



2-Yard

5'9"L x 2'8"W x 3'7"H



4-Yard

5'9"L x 4'2"W x 4'2"H



6-Yard

6'L x 5'7"W x 5'8"H



8-Yard

6'2"L x 6'8"W x 6'H



2-Yard

3'3"L x 3'1"W x 3'3"H



4-Yard

6'L x 4'9"W x 4'2"H



6-Yard

6'L x 5'5"W x 5'2"H



8-Yard

6'L x 5'5"W x 7'1"H



Customer Service

We have redefined the Best Practices in Customer Service coverage and user experiences through our response to the 2020 pandemic

Redefining Customer Service

Over the past 4 years, Republic Services has redefined the way we deliver superior customer service. Following a 2017 commitment to shift from hundreds of distributed, nonintegrated call centers to a national technology platform, the insights and experiences literally informed and shaped our thinking. Additionally, these investments and insights enabled us to lead the industry in our rapid response to the 2020 pandemic, when we shifted over 1800 agents to a work-from-home posture in three days, and never dropped a call.

Capabilities

With the acquisition of Gallegos Sanitation, Inc. to Republic Services, we will be in the process of shifting our database from the legacy system of Encore to InfoPro and Salesforce. This is exciting, as it provides a more robust system and additional capabilities for our municipalities.

Upon contract negotiations with the Town of Johnstown, we can determine the best solution. Capabilities include:

1) Customized phone number for the residents to call-in.

2) While this proposal requests a voicemail system to handle overflow calls and calls after normal operating hours, we would like to take it a step further to offer the residents of Johnstown even greater support. This could be structured as follows and would require greater dialogue during the contract negotiations:

a) Customer calls into the local phone number area just for the Town of Johnstown. If said our local customer

We provide an exceptional customer experience when your residents or businesses contact us for assistance

- Leverage technology and data to enable virtual agents to serve customers from any location seamlessly
- Over 1M customers expertly served each month via text, web, email, or phone
- Hours are when customers demand is highest – Monday through Friday from 7:30 a.m. – 5 p.m. for each time zone
- Web-based applications offering 24/7 access for customers on their own time
- Net Promoter Score has improved year-over-year for 5 consecutive years

service representatives are experiencing a high call volume or the office is closed, that call would be routed to one of our centralized call centers in the United States to be handled.

Provided all call centers are closed and/or it is after business hours, that call would flow through to a voicemail system, where the customer could leave a message. Our policy is to address voicemails, emails and messages within two business days.

d) One-Off Special Events for Home or Business Waste, Recycling and Portable Restrooms

8) Complaints We will be able to provide a spreadsheet of information on every customer complaint, the response, and the resolution to the Town of Johnstown, as requested. Currently, we do not have a database where the Town can access the data; however, we will be moving from Encore to InfoPro in Q4 2021 or Q1 2022 and expect to have further capabilities.

9) ReCollect is an online application called where residents can search for their address by visiting gsiwave.com and typing in their location. The system then displays a

message for the customer with their pick-up day for trash and recycling (if applicable). It also provides weekly service reminders.

In addition to ReCollect, we mail out Quarterly – Customer Newsletters, participate in seasonal – Community Events, Engagement and Outreach, host or attend Special Meetings & How To's, Sustainability Presentations and Touch-a-Truck Events.

Customer Service

We recognize that when customers have questions regarding scheduled service, or would like to order additional services, a speedy response is expected. We strive for first call resolution—from call, email, mobile app, website or in-person request.

Republic Services intends to provide a dedicated phone line and a local customer service team to handle all inquiries from Johnstown residents.

Our main office location, located at 1941 Heath Parkway in Fort Collins will deliver call support for 9 hours per day (7:30am to 4:30pm) Monday through Friday. A voice message system will be in place for after hours and weekend calls. All phone and email messages left after hours will be addressed promptly within 2 business days.

COMING SOON

In addition to the customer service hours, customers also have the ability to reach us 24/7 via our website, [RepublicServices.com](https://republicservices.com), or our app, known as MyResource™. This feature will be made available in approximately early 2022, after we shift over from our GSI legacy systems to Republic Services' systems.

Figure 25. **Republic's Website** - RepublicServices.com is a one-stop resource.



Website

We will direct residents to GSIwaste.com. Once we have migrated our website over to RepublicServices.com, we will send out mass communication and explain the many features to your residents.

RepublicServices.com/Johnstown will provide in-depth content specific to a Resources page, Events and Services, Current Rates Customer Support and more. The design process for this page will be done in partnership with Johnstown leadership and staff. The website will also contain numerous links to recycle and compost education and informational videos. A few examples of these educational links are:

<https://recyclingsimplified.com/>
https://recyclingsimplified.com/tip_category/video/

MyResource™

Figure 26. **Mobile App** – My Resource™



MyResource™ is an application for mobile devices that can be used to schedule a pick-up, report a missed pick-up, receive service notifications and much more. This app can be easily downloaded from the App Store for Apple or Google Play for Android.

Sustainability

Sustainability contributes to a cleaner world, while also providing opportunities to improve brand awareness, increase customer loyalty, grow our business, motivate our employees and differentiate Republic Services from our competitors.

We believe we have a responsibility to regenerate our planet with the materials we are entrusted to handle every day by driving increased recycling and composting, generating renewable energy, and helping our customers be more resourceful.

Additionally, we must lead by example, working diligently to improve our relationship with the environment and society through decreased vehicle emissions, innovative landfill technologies, use of renewable energy, community engagement and employee growth opportunities.

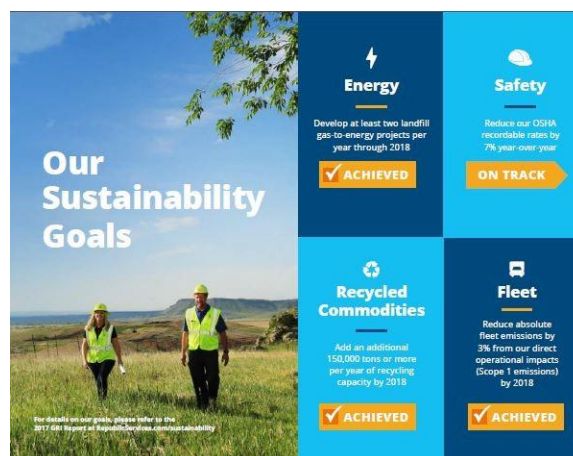
Our industry-leading sustainability platform is focused on increasing recycling, decreasing vehicle emissions, generating renewable energy, and enabling our customers to be more resourceful. In 2018, Republic Services steadily built upon its sustainability achievements.

We continue to find new avenues for sustainability success. Consider our five-point sustainability platform

- **Operations.** We are working to minimize the impact of our operations around our fleet and our facilities. We will continue to reduce our carbon emissions, by adding more recycling capacity, increasing our CNG fleet and

opening additional alternative energy-producing facilities.

- **Materials Management.** When we extract materials from the waste stream (commodities and/or energy), we reduce greenhouse gas emissions and your community's carbon footprint.
- **Communities.** Our Empty, Clean, Dry™ recycling outreach and education program help your residents and business people recycle more and waste less.
- **Safety.** We are committed to creating a safe environment for our customers, communities and employees. A recent national study found that Republic Services is the safest solid waste company – 41% safer than national average.
- **People.** We employ and develop talented professionals who are committed to sustainability, our customers and each other.



Transition Plan



We are seasoned experts in the low risk, successful transition of services from your current provider to Republic Services. Through transparent and involved collaboration with you, our seamless transition will leave the City and your residents happy with your choice of Republic Services.

Experience Matters

Republic Services successfully implements more than 75 new municipal contracts each year, and we will bring our national strength and local expertise to every one of them. Each transition takes into consideration the unique needs of the contract and Town. The key to success, regardless of project details, relies on communication:

1. We start with a transition timeline, crafted in collaboration with the City. This transition plan includes milestones, roles/responsibilities and contact information.
2. Frequent, pro-active communication with the City to ensure no surprises along the way. Weekly in-person meetings and phone calls/emails as the situation requires. Our philosophy is sharing news

*Figure 28. **Low Risk Transition** - From contract award to service start date our teams are visible and in constant communications*



Successful transition covers many details

as that gives everyone a chance to prepare and respond in a timely fashion.

3. Data sharing and operational field coordination with current contractor to ensure all open requests are met and service information is accurate.

Monitoring of open service notes is critical, especially when the transition date nears. The current hauler is responsible for the service note up until the current contract expires; there may be some service issues that cannot be resolved in the time allotted and will become the new haulers responsibility. Our operations teams and customer service professionals understand the need to keep a close eye on open service notes. Cart removal and delivery also require careful coordination with field crews. Customers need same-day service from both providers, and our local teams work with the current hauler to streamline this function for a seamless transition.

4. Timely and redundant communications through a variety of channels is key to a successful transition.

5. Daily communication with the internal team to assess project status and timeline benchmarks. Our operational management team meets daily with our supervisors and maintenance team to ensure critical items are addressed. The publicity and education team meets with the transition lead (operations manager), customer service manager and general manager to ensure customer-specific aspects of the rigorous training for customer service staff and drivers. Dedicated phone lines, contract-specific information, route development and truck test drives combine to bring a safe and well-informed team.

Regular communication with vendors supplying containers, printed material, trucks and on-board computing systems. Our experience has shown that



relationships matter—when we need equipment, we get it. Our national strength and buying power is leveraged for your benefit. Nationally, we have secured relationships with key printing/mail house partners who put our needs first in a time-critical situation.

Promotion & Education

Thirty days prior to the commencement Republic Services shall mail an 8-1/2"x11" two-color notice to each City resident informing them of the specifics of the trash and recyclables collection program. This notice shall include upcoming special events and a complete list of fees and services offered to each customer. A collection schedule includes a listing of what materials can go into the recyclable materials bin, instructions on the proper handling of the collection bins, changing container size, and what customers are to do with overflow trash.

Republic Services agrees to provide another such notice anytime there is a rate increase or a change in the collection program. All new customers will receive a Welcome to the Program Letter to include information on the rates, fees, and service level options as well as the recycling services and collection schedule. In advance of any mailings or inserts, Republic Services will send a draft insert to the City Project Manager in digital format to get approval in writing from the City.

Public Info Meetings

Republic Services agrees, prior to implementation to participate with City staff and Council in at least two public meetings that will describe the new service to City residents.

Knowing Our Customers

Creating the optimal customer service offering starts with studying and understanding our customers, about how and when they want to contact us for help.

Optimal Call Center Hours

During a 12-month period in 2019, we collected and tracked every call that was made to our staffed call centers across America. Over 12.7M calls were received during that timeframe, when our call centers were open from M-F (7am to 6pm), and Saturday (8am-1pm).



Figure 19 . Optimal Call Center Hours.
Analysis of over 12M calls in a 12-month period shows 90%+ of all calls occur M-F between 7:30am and 5:00pm

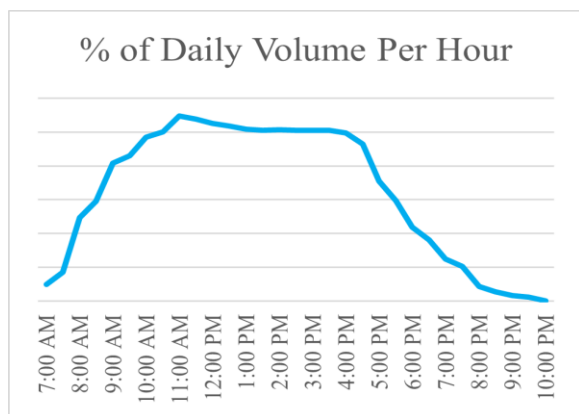
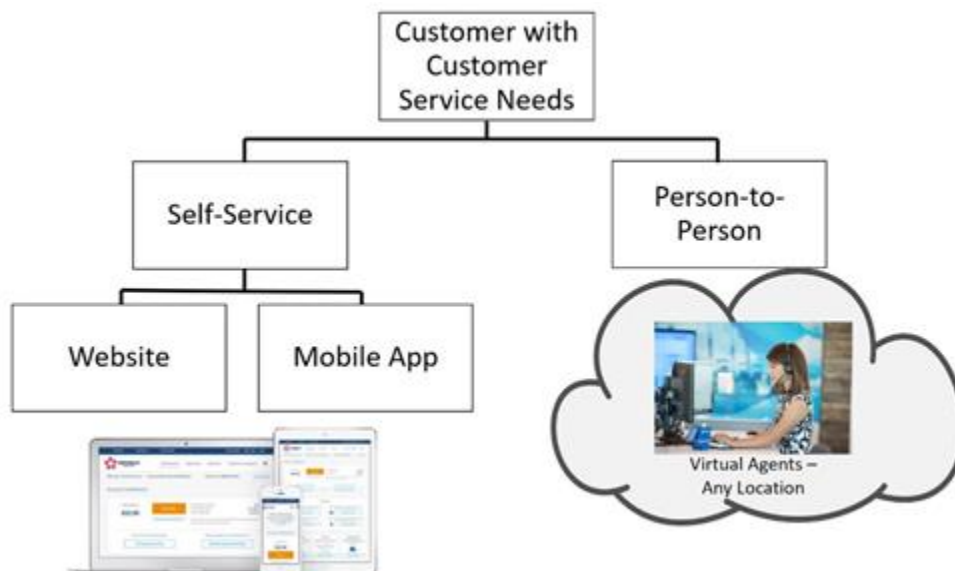


Figure 18 Comprehensive Customer Service. Our customer service offering spans self-service options to person-to-person contact to offer unmatched service, 24/7 daily. For the Town of Johnstown, our local customer service team will be handling your requests. ***Note: If residents call the national number, they may speak with someone outside of Fort Collins, CO.



When analyzing the data, we learned that less than 1.5% of daily calls were received from 7am to 8am, and less than 1% of daily calls were received after 5pm daily. We further learned that less than 2% of the weekly call volume occurred on Saturday. Through the data, the customers were telling us that they were busy during those times, and that it was not necessary for the call centers to be running fully staffed for such a small percentage of the total call volume.

This insight allows us to define the best practice for call center hours to be M-F from 7:30am to 5:00pm.

Customer Self-Service

Modern day customer service is about customer options and simple solutions. Newer generations expect web-based and mobile app-based abilities to self-serve simple needs at any time of the day or night. Certainly, more complex topics may still require a person-to-person interaction, but a vast majority of customer service contacts in this industry are topics that are able to be self-served.

For this reason, Republic Services has invested to create a complete Service offering that allows customers to request service on their terms.

Our customers will soon have the ability to reach us 24/7 via our website, www.RepublicServices.com, or via our Republic Services mobile app.

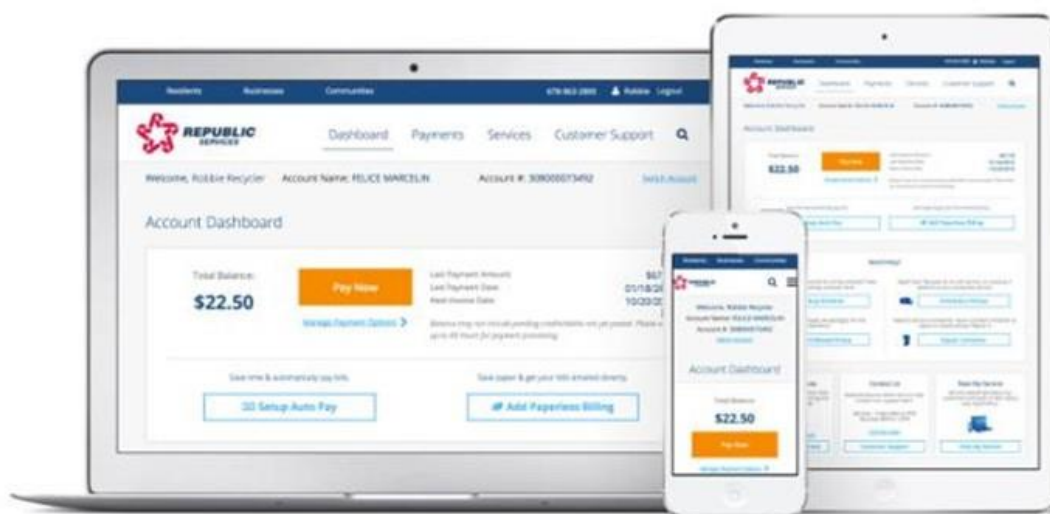
Our self-service options are designed to improve overall response time, enabling resolution to simple customer inquiries and needs anytime, anywhere with the least amount of customer inconvenience as possible. Through our website and mobile app customers can:

- Pay their bill
- Schedule an extra pick up
- Discover new services
- Receive weather and holiday service updates
- Sign up for auto-pay and paperless billing
- Submit inquiries or complaints

Access to Live Agents, Virtually

When the pandemic of 2020 hit, we learned some powerful lessons regarding optimal

Figure 20 Web and Mobile App Based Simple Solutions. Customers are able to self-serve billing and common requests 24/7 using our web and mobile app offering.





customer service models. For years prior, we had invested to consolidate our agents into three national call centers, leveraging technology and training to offer a superior experience to callers. However, in February 2020, as the nation implemented shelter in place orders and moved to work-from-home, we leveraged our years of investment in our customer service technology systems to shift all our call center agents to work-from-home in three days. Over 1800 agents began taking calls from home, completely seamless to the customers who were calling. Throughout the months-long pandemic, we found performance improved, average call metrics improved, and customer satisfaction scores also improved. A new customer service model had been created and proven in the pandemic, whereby agents could take calls from anywhere, so long as they had access to their technology.

Leveraging this new proven reality, we now recognize that a vast majority of customer calls are for simple items like clarification or cart repairs, which can be served by virtual agents from any location. This paradigm shift enables far greater staffing with greater flexibility to attracting top talent from across the country, as well as flexible response to call volume surges.

When a customer calls our Customer Service line, a sophisticated series of actions begin:

- Initial questions for the customer help determine the complexity of the request. Simple requests are routed for virtual agents that can handle calls from anywhere in the country from their own home if needed. More complex needs can be routed to more specialized agents with knowledge of the geography and operations if appropriate.
- The customer's phone number then associates with known customer details in our database and triggers the integrated system to populate with a map of your service address, level of service, past service requests, and your city-specific contract information. This

knowledge-based system even shows the customer's current weather.

- The agent confirms the customer's name and service address and begins to assist the customer with the reason for their call.
- If the question requires communication with the local operations team (such as, missed pick-up or container exchange), the agent can instantly connect with the local operations team through our national network.
- Often, the customer's concern is handled by the time s/he hangs up the phone. For those issues requiring operations support the issue will be addressed in the most-timely manner.
- Customers have the option to leave a recorded message or speak to a Supervisor if they choose

Post-Call Customer Satisfaction Surveys

When a customer call is completed, the caller is offered the opportunity to take an optional 3-question survey, enabling them to tell us if they are satisfied with the service we have provided. This immediate insight tells us daily that we are on track, and enables us to take corrective action quickly if ever needed.



The survey is voluntary and if customers choose to participate, they are asked 3 simple questions.

- **Question 1 NPS:** On a scale of 0-10, How likely would you be to recommend Republic Services to a friend or colleague? 0 meaning that you are 'Not at all Likely' and 10 meaning you are 'Extremely Likely' to recommend Republic Services as a recycling and waste provider.
- **Question 2 FCR:** Were we able to resolve your issue or answer your question on this call?
 - a. Press 1 if yes
 - b. Press 2 if the agent could not personally resolve your issue but told you what to expect next.
 - c. Press 3 if the agent did not resolve your issue and did not tell you what would happen next.
- **Question 3 E v. E:** Once you reached an agent, how long did your call with Republic last? Did it take:

- a. Press 1 if less time than you expected,
- b. Press 2 if about as much time as you expected, or
- c. Press 3 if more time than you expected

Our 2020 results are offering in the figure below, indicating NPS with a 9.2 out of 10 satisfaction; 97.8% of callers feeling we achieved First Call resolution; and 95.1% feeling we handled their needs in a reasonable time.

Net Promoter Score

Our Voice of Customer program captures feedback from more than 200,000 customers each year. Net Promoter Score (NPS), is at the core of our Voice of Customer program. Most anyone can recall answering the tell-tale NPS question, "On a scale of 1-10, how likely are you to recommend this service to a friend or family member?" Republic Services' strong NPS performance has demonstrated that our customers appreciate our service and our strong commitment to them.

Figure 21 . **Immediate Customer Feedback.** Customers can answer a three-question survey after each call, offering us immediate insight into customer satisfaction





Community Engagement

Serving our customers goes beyond handing their recycling and waste needs. Service is about being a good neighbor to the communities where we live, work, and raise our families. Whether we are volunteering or donating our time or resources, our willingness to give back is yet another way we make a difference.

At Republic Services, our customers can always rely on us to handle their recycling and waste needs in a way that is easy and effortless. But our promise goes far beyond our business. We pride ourselves on being a good neighbor and supporting the communities where we live and work. We want to do our part to help build stronger, safer communities.

Thought Leadership

Delivering exceptional services to a community requires that we remain a thought leader in the complex topics that our industry requires. We understand the complex regulations and requirements to responsibly manage and dispose of the nation's recycling and waste.

We are heavily engaged in the top municipal associations in the country, as well as important local organizations, which include:

- National League of Cities (NLC)
- International City Manager's Association (ICMA)
- Council of Mayors
- National Waste and Recycling Association (NWRA)
- Solid Waste Association of North America (SWANA)
- Colorado Municipal League
- Recycle Colorado
- Many Local Chamber of Commerce Entities
- Johnstown/Milliken Connect

We are a committed, visible partner for your municipality

- We're watching out for your program - partnering with local law enforcement
- \$8.7M total charitable giving for 2020

Through these forums, we can contribute as a thought leader, as well as listen and understand the critical and emerging topics within our communities. This enables us to continue to tell our customers that "We'll handle it from here™."

Community Events

Helping the local community and leaders understand the complexity of the industry is a big part of our role. We frequently execute events that enable increased awareness and understanding of how to responsibly dispose of recycling and waste, as well as hold events that assist the community in doing the right thing for our environment.

Recycling events can educate the community on what and how to recycle properly, using our Empty, Clean and Dry methodology. Lastly, we offer tours of our facilities, to help educate the community on how the operations work, and to show how much effort and care goes into ensuring that the recycling and waste material from your community is properly handled and disposed in a responsible manner.

Figure 22 **We are a visible** and highly engaged partner, because we live and work in your community.



*Figure 5 Republic Services is a proud supporter of **Johnstown BBQ Days**!*



Volunteering

Over 200 employees live, work, and are committed to being involved in your community. We frequently dedicate time to volunteering at community events, local charities, and with initiatives that are important to the municipality. As a partner in your community, we engage with your staff to ensure we understand the initiatives and events that our employees can align with, so that our volunteer efforts can help advance your goals and visions.

Additional Events

- Johnstown BBQ Days
- 40+ Community Festivals and Events in Northern Colorado and Southern Wyoming
- Tradeshow Booths
- Elementary and Post-Secondary In-School and Online Presentations – *Focusing on Recycling Simplified, Composting with Worms and Plastic Pollution*
- Colorado State University Athletics Booth and Customer Appreciation Events
- Fundraising and Chamber of Commerce-related Golf Tournaments
- Colorado Youth Outdoors Volunteering
- Touch-a-Truck Events

- Community Outreach & School
- Onsite Audits for Waste Reduction in Neighborhoods and Businesses
- Litter Pick-ups

In-Kind or Cash Contributions

As a good neighbor, we often support community events and initiatives through in-kind donation of recycling and waste services or cash donations. Large community events involve large crowds of people.

We offer easy and environmentally conscious solutions for recycling and waste disposal. Where needed and appropriate, dumpsters can be utilized to manage the consolidation and removal of recycling and waste from an event.

*Figure: 6 **Keeping Communities Clean**
We participate in litter pick-ups.*





Awards and Recognition

Because of our efforts, Republic Services has been recognized numerous times for our actions as a business and a community partner. Some of these awards and recognition include:

- Named to 3BL Media's 100 Best Corporate Citizens list
- Named to Barron's 100 Most Sustainable Companies
- Named to Fortune's World's Most Admired Companies
- Listed on both CDP and the Sustainability Yearbook
- Named to both the Dow Jones Sustainability World and North America Indices 2020
- Named to Forbes' Best Employers for Women
- Great Place to Work certified four years in a row

Our National Neighborhood Promise®

In 2020, the Republic Services Charitable Foundation supported 24 National Neighborhood Promise projects focused on neighborhood revitalization, positively impacting nearly one million residents. This is in addition to ongoing charitable giving by the Company at the business unit level,

*Figure 23 **Good** neighbors help build stronger neighborhoods, which is why we volunteer in our communities.*



We develop and maintain a library of public education programs and materials that our partners can leverage in their communities

- 24 projects identified in 2020
- 52 million or 1 in 6 across the U.S. are living in distressed neighborhoods
- Aiming to positively impact 20 million people by 2030

in-kind contributions and employee giving and volunteerism.

We are good neighbors. We stand for strong neighborhoods. Through our charitable giving platform centered on neighborhood revitalization, we are making a promise to help rebuild, revitalize and restore places and spaces in need, ultimately creating stronger neighborhoods that sit at the heart of our planet.

Our National Neighborhood Promise is a charitable program funded by the Republic Services Charitable Foundation. This program provides financial support, in-kind products and services, and volunteer opportunities to select nonprofit charitable organizations focused on neighborhood revitalizations. These partnerships create a unique opportunity to strengthen the neighborhoods where our employees and customers live and work.

Through our program, we:

- Renovate / build parks & playgrounds
- Plant community gardens
- Restore public infrastructure
- Reduce neighborhood blight
- Clean up communities



How We Partner

The Republic Services Charitable Foundation partners with select nonprofit organizations to directly support neighborhood revitalization projects and programs in local markets. These partnerships are vital to the success of our program and create a unique opportunity to strengthen our neighborhoods side-by-side with the residents and employees that live there.

While the Foundation's primary focus is neighborhood revitalization, we also support nonprofit charitable organizations that demonstrate community impact in the areas of safety, disaster relief and social services.

Figure 24. **Our 2020 Calendar** is full, and we are continually looking for additional projects for the future.





Appendix D

Monthly Reporting Requirements

1. TOWN'S REQUEST

Certified monthly weight slips with the date, time, collection route, driver's identification, vehicle number, tare weight, gross weight and net weight for each loaded vehicle.

REPUBLIC SERVICES'S RESPONSE

YES. We can provide this information in computer generated report. We will also need to create a separate report for the Town using weight tickets.

2. TOWN'S REQUEST

Tons of solid waste, recycling, yard waste/compost if applicable, bulk waste, appliances, and electronics, (recycling should be broken down by commodity).

REPUBLIC SERVICES' RESPONSE

YES. We will ensure any special pickups are detailed with our Dispatch Department, so we can create a tonnage estimate report on the backend using our internal Encore System. When we migrate from Encore to InfoPro and Salesforce, we will still have access to this information.

3. TOWN'S REQUEST

Copy of each complaint received directly by the Contractor.

REPUBLIC SERVICES' RESPONSE

Yes. This report can be run in Encore from the comments page, using the code compliant, as well as search information.

While Republic Services is on the Encore System, our Municipal Team will be able to pull reports for the

municipality and provide the data and requested information for the Town of Johnstown.

Once we migrate to InfoPro and Salesforce, there will be the ability for the identified staff member from the Town of Johnstown to have access to pull reports and retrieve data in real-time. We will work with the municipality and conduct training on the systems' features, when we are further along in the migration process. These systems have worked very well for other municipalities in the state of Colorado and throughout the United States.

We can also include social media comments as a separate report, which our Municipal Team would retrieve and compile from the Republic Services/Gallegos Sanitation Facebook and Instagram pages and inboxes. ***Please note: During the course of the contract period, we expect our localized Facebook and Instagram pages to transition to the main Republic Services' national pages, where a devoted team at our headquarter office will be managing and monitoring comments from all across the United States.

4. TOWN'S REQUEST

Purchased Cart Inventory List organized by month.

REPUBLIC SERVICES' RESPONSE

Yes, we can easily provide this to the Town of Johnstown.



Annual Reporting Requirements

1. TOWN'S REQUEST

Provide an annual report with a summary of the prior year and include tons of solid waste, recycling, yardwaste/compost, if applicable, and bulk waste collected.

REPUBLIC SERVICES'S RESPONSE
YES. We will provide this by way of an electronic and printed PDF file.

2. TOWN'S REQUEST

Provide the trends in the solid waste industry.

REPUBLIC SERVICES'S RESPONSE
YES, we supply this information in our annual report, as well as keep the municipality updated during our monthly meetings and as needed.

3. TOWN'S REQUEST

Provide Recovery Rates, such as pounds per household.

REPUBLIC SERVICES'S RESPONSE
YES, we will be able to supply this utilizing our total route tons and yards by route and dividing by the number of households participating in each kind of service.

4. TOWN'S REQUEST

Supply the Participation Rates.

REPUBLIC SERVICES'S RESPONSE
YES. We can provide a report that highlights who has recycling vs. trash and offer a percentage of of recycling participation this way. We can also provide a set out report, which lets the Town now what the cart set out percentage is.

5. TOWN'S REQUEST

Showcase the efforts the Contract has made to reduce waste and increase diversion.

REPUBLIC SERVICES'S RESPONSE
YES. We will absolutely provide this information.

6. TOWN'S REQUEST

List any Contractor plans to improve the Town's program.

REPUBLIC SERVICES'S RESPONSE
YES, we are continually looking for opportunities to move the sustainability needle further and have a vast array of local, national and international end-markets when it comes to recycling resources.

We also offer several "easy-to-get started" opportunities for homes and businesses, Recycling Simplified for children all the way to adults, and many other options.

7. TOWN'S REQUEST

Provide a list of large item collections performed throughout the year.

REPUBLIC SERVICES'S RESPONSE
YES, we will supply this. When the resident contacts our Dispatch Team to schedule the large bulk item pickup, our team will note the type of material and quantity. This will allow us to easily pull a report and offer the Town high-level all the way down to the granular data.



Annual Performance Review Meeting

Upon receipt of the Contractor's Annual Report, the Town will schedule an annual meeting with the contractor to discuss the items below, and at their discretion, other related topics.

We look forward to the opportunity to discuss the Annual Report and the listed items below:

1. Review of the Annual Report
2. Contractor's Performance Based on Customer and Town Feedback
3. Review the annual progress on reducing greenhouse gas emissions from its activities in the contract.
4. Review the Contractor's recommendations for improvements to the Town's program, including enhanced public education and other opportunities.
5. Review staff recommendations for improving the Contractor's services.



REPUBLIC
SERVICES



Johnstown
Colorado

Solid Waste and Recycling Services

Item #12.

Appendix E

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REPUBLIC
SERVICES



Johnstown
Colorado

Solid Waste and Recycling Services

Item #12.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
02/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No. Ext): E-MAIL ADDRESS: cert@ccmsi.com														
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Co.</td> <td>22667</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Company of NA</td> <td>43575</td> </tr> <tr> <td>INSURER C: ACE Fire Underwriters</td> <td>20702</td> </tr> <tr> <td>INSURER D: Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Co.	22667	INSURER B: Indemnity Insurance Company of NA	43575	INSURER C: ACE Fire Underwriters	20702	INSURER D: Illinois Union Insurance Company	27960	INSURER E:		INSURER F:	
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INSURER C: ACE Fire Underwriters	20702														
INSURER D: Illinois Union Insurance Company	27960														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 1937419

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			HDO G71452892	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ☒ SCHEDULED AUTOS ONLY ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ONLY ☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			ISA H25305425	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C67458424 ACS WLR C67458382 AZ/CAMA/VR SCF C67458461 - WI WCU C67458503 - OH XS TNS C66948560 - TX N5XS	06/30/2020	06/30/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Number: 4642 - Named Insured Includes: Allied Waste Systems, Inc.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

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ACORD 25 (2016/03)

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REPUBLIC
SERVICES



Johnstown
Colorado

Solid Waste and Recycling Services

Item #12.

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 1937419

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67458424 and stop gap coverage for OH is covered under policy no. WCU C67458503, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C66948560) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Additional insured includes: City of Fort Collins, its officers, agents and employees, when required by written contract.

ACORD 101 (2008/01)

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Figure 21. Republic Services' 2019 Year Ending Consolidated Balance Sheet.
Selected financial data.

REPUBLIC SERVICES, INC. CONSOLIDATED BALANCE SHEETS (in millions, except per share data)		
	December 31, 2019	December 31, 2018
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 47.1	\$ 70.5
Accounts receivable, less allowance for doubtful accounts and other of \$34.0 and \$34.3, respectively	1,125.9	1,102.7
Prepaid expenses and other current assets	433.0	391.2
Total current assets	1,606.0	1,564.4
Restricted cash and marketable securities	179.4	108.1
Property and equipment, net	8,383.5	8,020.1
Goodwill	11,633.4	11,400.1
Other intangible assets, net	133.9	106.5
Other assets	747.6	417.8
Total assets	<u>\$ 22,683.8</u>	<u>\$ 21,617.0</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 777.9	\$ 761.5
Notes payable and current maturities of long-term debt	929.9	690.7
Deferred revenue	336.0	338.7
Accrued landfill and environmental costs, current portion	132.6	130.6
Accrued interest	74.0	68.5
Other accrued liabilities	814.2	728.6
Total current liabilities	3,064.6	2,718.6
Long-term debt, net of current maturities	7,758.6	7,646.8
Accrued landfill and environmental costs, net of current portion	1,703.2	1,701.6
Deferred income taxes and other long-term tax liabilities, net	1,180.6	1,028.3
Insurance reserves, net of current portion	276.5	270.8
Other long-term liabilities	579.4	321.4
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, par value \$0.01 per share; 50 shares authorized; none issued	-	-
Common stock, par value \$0.01 per share; 750 shares authorized; 353.3 and 351.9 issued including shares held in treasury, respectively	3.5	3.5
Additional paid-in capital	4,994.8	4,924.9
Retained earnings	5,317.3	4,750.5
Treasury stock, at cost; 34.5 and 29.4 shares, respectively	(2,199.6)	(1,782.6)
Accumulated other comprehensive income, net of tax	2.2	30.8
Total Republic Services, Inc. stockholders' equity	8,118.2	7,927.1
Non-controlling interests in consolidated subsidiary	2.7	2.4
Total stockholders' equity	8,120.9	7,929.5
Total liabilities and stockholders' equity	<u>\$ 22,683.8</u>	<u>\$ 21,617.0</u>

The accompanying notes are an integral part of these financial statements.



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

ALLIED WASTE SYSTEMS, INC.

is an entity formed or registered under the law of Delaware, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20031287338.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 03/22/2021 that have been posted, and by documents delivered to this office
electronically through 03/23/2021 @ 11:15:45.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 03/23/2021 @ 11:15:45 in accordance with applicable law.
This certificate is assigned Confirmation Number 13040543.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Corporate Data Sheet Report

As of March 23, 2021

Allied Waste Systems, Inc.

Incorporated in Delaware on 08/14/1972

Status:	Current	
Entity Type :	Corporation	
Federal ID #:	36-2750252	Internal #: 13
Domicile:		

Primary Address

18500 North Allied Way
Phoenix, Arizona 85054

Directors

	<u>Title</u>
Brian A. Goebel	Director

Officers

	<u>Title</u>
Robert B. Boyer	President
Kevin P. Bremer	Vice President
Gregg K. Brummer	Vice President
Michael A. Caprio	Vice President
Marieke A. Curley	Vice President
Brent Goodsell	Vice President
Richard D. Kang	Vice President
John B. Nickerson	Vice President
Javara Perrilliat	Vice President
Larson Richardson	Vice President
Eileen B. Schuler	Vice President
Jennifer L. Thomson	Vice President
Adrienne W. Wilhoit	Vice President
Lawrence D. Focazio	Vice President, Tax
Eileen B. Schuler	Secretary
John B. Nickerson	Assistant Secretary
Jennifer L. Thomson	Assistant Secretary
Adrienne W. Wilhoit	Assistant Secretary
Calvin R. Boyd	Treasurer

Direct Owners

	<u>Registered in</u>	<u>%Ownership</u>
Allied Waste North America, LLC	Delaware	100.0000 %

Mitrastech Report

Corporate Data Sheet - v.6.7 Generated 03/23/2021 10:18:39 AM

Page 1 of 2



Corporate Data Sheet Report

As of March 23, 2021

Allied Waste Systems, Inc.

Registrations

Arizona	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	F-0100517-8		10/16/1992	
California	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	C1594086		08/24/1987	
Colorado	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	20031287338		09/08/2003	
Delaware	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Incorporation	0784271		08/14/1972	
Indiana	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	2006121200666		12/11/2006	
Massachusetts	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	362750252		09/02/1987	
Michigan	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	800991220		02/13/1985	
New Hampshire	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	177958		10/19/1992	
New York	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	1168812		12/03/1987	
Ohio	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	FL650835		02/01/1985	
Oklahoma	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	2300385229	FRX-10156076-08	03/31/1982	
Texas	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	00073885-06	13627502522	08/26/1987	
Utah	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	1023175-0143		01/23/1989	
Wyoming	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	2020-000961885		12/01/2020	



Bank and Credit References

All inquiries for bank references must be made by fax.

Bank of America Attn: Confirmation Department Reference: Republic Services Inc. Tax ID: 65-0716904 Phone: (803)832-7770 Fax (toll #): (900)733-5100 Online: www.bankVOD.com	J P Morgan Chase Bank Attn: Confirmation Credit Inquiries PO Box 955200 Fort Worth, TX 76155-2732 Reference: AWIN Management, Inc. Tax ID: 76-0353318 Phone: (800)550-8509 Fax: (817)345-3795
Wells Fargo Attn: Confirmation Department Reference: Republic Services Inc. Tax ID: 65-0716904 Phone: (540)563-7323 Fax (toll #): (844)879-0544 (Audits and Credit Inquiries); (844)879-0416 (Routing Number and Verification Requests)	



REPUBLIC
SERVICES



Johnstown
Colorado

Solid Waste and Recycling Services

Item #12.

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WM is submitting this separate file "FOR PUBLIC VIEWING" where our pricing has been redacted as release of this information would cause substantial injury to our Company's competitive position.

FOR PUBLIC VIEWING

TOWN OF JOHNSTOWN COLORADO

PROPOSAL FOR
Solid Waste and Recycling Services

DUE
Thursday, June 3, 2021, by 2 p.m.

SUBMITTED BY
Waste Management of Colorado, Inc.

Proven Solutions from a Trusted Partner

CONTACT
Ellie Reynolds
Area Public Affairs Manager
(719) 493-3916
ereynold@wm.com



Waste Management is your partner for environmental service and solutions whose people **go above and beyond** to **serve and solve** every challenge **the right way**.

TABLE OF CONTENTS

1 | COVER LETTER..... 1

2 | CONTRACT..... 3

3 | RFPEXCEPTIONS..... 21

4 | USE OF SUBCONTRACTORS 22

5 | COMPANY INFORMATION 23

6 | EC #1: APPROACH TO SCOPE..... 26

7 | EC #2: COMPANY AND PERSONNEL QUALIFICATIONS 51

8 | EC #3: VALUE/COST OF EFFORTS 64

9 | CONCLUSION 66



Data contained in this proposal represents the most recently published information for Waste Management's wholly-owned operations, unless otherwise indicated.

**WASTE MANAGEMENT**

Waste Management of Colorado, Inc.
40950 Weld County Road 25
Ault, CO 80610

1 | COVER LETTER

Include a cover letter introducing your company, summarizing your qualifications, and detailing a principal contact person for this RFP, including address, telephone number, email, and website address.

June 3, 2021

Town of Johnstown
450 South Parish Avenue
Johnstown, CO 80534
Attn: Ellen Hilbig, Deputy Public Works Director

Dear Ms. Hilbig:

Waste Management of Colorado, Inc. (Waste Management) is pleased to present the following response to the Town of Johnstown's (the Town) request for proposals for Solid Waste and Recycling Services (RFP).

As your longtime service provider, you know that you can rely on Waste Management to deliver high-quality service on time as promised each and every day. Our drivers, route managers, and district manager know every street, home, and unique service requirement in your community. Additionally, our **99.99% collection accuracy in Johnstown** is unmatched in our industry. Your residents are happy with Waste Management. They know they can rely on us to show up and collect on time, as promised, on every service day. Continuing a partnership with Waste Management means that you will receive:



The best value for the Johnstown community: When choosing a provider for your collection needs, value is more than just the bottom line. Value to your residents is about what they get for the money they pay. With Waste Management, you will continue to receive best-in-class service from a local, highly-experienced team that is laser-focused on delivering quality, on-time, reliable service at the best price possible.



Tested and proven world-class, environmentally friendly service that you and your residents have come to know and trust: Our Johnstown service team is driven to serve and has comprehensive training and industry-leading equipment to continue to deliver the reliable service you have come to expect from our company. Our unique and environmentally friendly compressed natural gas (CNG) fleet (partial) will continue to provide near zero emissions, quiet collections for the Johnstown community.



The most financially stable environmental solutions partner in North America: At Waste Management, we stand behind our promises. We have the ability to finance operational improvements, equipment, facility upgrades, and container purchases. We do not have to rely on the timelines and terms of third-party creditors. Our resources also give us the ability to provide gold-standard insurance to protect the Town. We will deliver as promised, all day, every day.



✓ **Dedication to your goals because your priorities are our priority:** As Johnstown's longtime partner, we know that high-quality service delivery is important to your community, and that is exactly what we will continue to deliver from day one of this new Agreement if selected to continue as your collection partner.

Another benefit of continuing a partnership with Waste Management is that there will be no frustrating service delays, upset residents who are confused by a transition, or ongoing missed collections that are often associated with a transition to a new service provider. We are ready to roll on day one. We have environmentally friendly equipment, highly trained and experienced team members, and the experienced dedicated route managers you know and trust already in place to deliver seamless, uninterrupted service for your residents starting on day one of the new Agreement.

Thank you for the opportunity to participate in your selection of an environmental services partner. We are incredibly thankful for the opportunity we have had to provide solid waste and recycling services for the residents of Johnstown throughout our current partnership. We look forward to building upon the strong foundation of service excellence by continuing to deliver on time, reliable, environmentally friendly collection services for your community every day.

WM acknowledges receipt of addenda one and two received on June 1, 2021, and June 2, 2021, respectively. Please do not hesitate to contact your dedicated Area Public Affairs Manager, Ellie Reynolds, at (719) 493-3916, ereynold@wm.com, 40950 Weld County Road 25, Ault, CO 80610, www.wm.com, with any questions regarding our proposal.

Sincerely,



Scott Bradley | President | Waste Management of Colorado, Inc.

“Waste Management does a great job! We are glad they are used by the Town of Johnstown! Great work!!”

- Customer ID: 875868
(Johnstown Resident)
April 20, 2021

2 | CONTRACT

A sample copy of an Agreement with a similar scope and size community shall be submitted with the RFP. The Town reserves the right to review and negotiate the sample Agreement provided prior to the RFP Award.

SOLID WASTE SERVICES AGREEMENT

THIS SOLID WASTE SERVICES AGREEMENT ("Agreement") is made this ____ day of _____, 20__ (the "Effective Date") by and between WASTE MANAGEMENT OF COLORADO, INC., a corporation organized and existing under the laws of the State of Colorado (hereafter "Company"), and _____, a municipal corporation created under the laws of the State of _____ (hereafter "City") (Company and City each a "Party" and collectively the "Parties").

WHEREAS, City desires to provide its citizens with environmentally sound collection, disposal and processing of solid waste and recyclable materials; and

WHEREAS, Company and its affiliates have extensive experience in providing such services; and

WHEREAS, City has determined that it would be in the best interests of its citizens to contract with Company for such services in accordance with the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and City agree as follows:

1. DEFINITIONS

a. **"Applicable Law"** means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.

b. **"Bin"** means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by a Customer, contingent upon confirmation of compatibility from Company.

c. **"Bulky Waste"** means large household items that do not properly fit in the Customer's Cart, or bundled or bagged Solid Waste, that do not exceed four feet by four feet by two feet (4'x4'x2') and weigh no more than sixty (60) pounds, which are attributed to the normal activities of a Single-Family Premises. Such materials may include furniture, area and floor rugs

properly prepared (cut and bundled), mattresses, appliances, bagged clothing, and tires without rims. Bulky Waste excludes any Unacceptable Waste.

d. **“Cart”** means a watertight heavy plastic receptacle with a rated capacity of approximately twenty (20), thirty-two (32), sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels.

e. **“Collection Service(s)”** means the process by which Solid Waste is removed from Residential Premises, transported to a transfer, disposal or Processing facility, and subsequently disposed or Processed.

f. **“Construction and Demolition Debris”** or **“C&D Debris”** means commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, remnants of new construction materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and packaging. With the exception of soil, concrete and asphalt, Construction and Demolition Debris does not include Unacceptable Waste.

g. **“Customer”** means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.

h. **“Dwelling Unit”** means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.

i. **“Food Waste”** means Solid Waste composed of animal, fruit or vegetable matter resulting from food preparation or consumption, as well as food-soiled compostable paper products.

j. **“Green Waste”** means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter and fits in the Organics Waste Cart utilized by the Customer. Green Waste includes, but is not limited to, plant debris such as palm, yucca and cactus, grass clippings, leaves, prunings, weeds, branches, brush, Christmas trees, and other forms of vegetative waste.

- k. **“Multi-Family Complex”** means any Premises with five (5) or more Dwelling Units, where such Dwelling Units receive centralized Refuse Collection Services (and not individualized Cart-based Refuse Collection Services).
- l. **“Multi-Family Dwelling Unit”** means a Dwelling Unit in a Multi-Family Complex.
- m. **“Organic Waste”** means Food Waste and Green Waste. Organic Waste does not include items defined herein as Unacceptable Waste.
- n. **“Overage”** is defined as (i) Refuse, Recyclables or Organic Waste exceeding its Container’s intended capacity such that the lid is lifted by at least [---] inches (or would be lifted by at least [---] inches if there was a lid), or (ii) Refuse, Recyclables or Organic Waste placed on top of or in the immediate vicinity of the Container.
- o. **“Premises”** means any parcel of real property in the Service Area where Solid Waste is generated or accumulated.
- p. **“Process” or “Processing”** means an operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclables, Organic Waste, or other Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time the Recyclables, Organic Waste, or Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused and the residue is properly disposed.
- q. **“Rates”** means the fees to be charged by Company to Customers, and paid by Customers to Company, for the Collection Services and other services provided by Company and included on Exhibit “A” attached hereto, as such may be adjusted from time to time.
- r. **“Recyclables”** means the materials described as such in Exhibit B.
- s. **“Refuse”** means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables or Organic Waste set out for collection pursuant to Sections 3(c)(ii) or (iii) of this Agreement, nor does it include Unacceptable Waste.
- t. **“Residential Premises”** means a Single-Family Premises or Multi-Family Complex.
- u. **“Roll-Off Container”** means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Customer, contingent upon confirmation of compatibility from Company.

v. “**Service Area**” means (i) the entire territory included within the City limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included with the City limits from time to time due to annexation, incorporation or other means, but only from and after the time as the Contractor is able to provide collection services in such additional area and except to the extent providing such services may be otherwise prohibited by law.

w. “**Single-Family Premises**” means (i) any Premises with less than five (5) Dwelling Units, and (ii) any Premises with five (5) or more Dwelling Units where each Dwelling Unit receives individualized Cart-based Refuse Collection Services (and not centralized Refuse Collection Services).

x. “**Solid Waste**” means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, including discarded Recyclables and Organic Waste, but excluding Unacceptable Waste.

y. “**Unacceptable Waste**” means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company’s equipment or facilities, or present a substantial endangerment to the health or safety of the public or Company’s employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

2. **TERM.** The Term of this Agreement shall be for ____ () years commencing on _____ (the “Commencement Date”), and expiring _____, with ____ () automatic extensions of ____ years each, unless either Party gives the other at least 365 days’ advance written notice of the intention to terminate the Agreement at the end of the then-current term.

3. **COLLECTION SERVICES.**

a. **Exclusive Right; Exceptions; Enforcement.** The City does hereby grant to Company and Company shall have the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Solid Waste (including Refuse, Recyclables, Organic Waste and Bulky Waste) generated, deposited, accumulated or coming to exist at Residential Premises in the

Service Area. Collection Services which are not specifically described in this Agreement will be provided according to terms and pricing established by Company. Subject to Section 3(a)(i) below, all Residential Premises within the Service Area shall be required by City to utilize the Collection Services of Company as provided herein. All Single-Family Premises shall establish Collection Services separately and two or more Single Family premises shall not be permitted to share Collection Services under a single account. Company shall have the right to bill and collect payment from all Residential Premises in the Service Area, regardless of whether such Residential Premises receive Company's Collection Services.

i. Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of a Residential Premises from personally handling, hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station, nor shall anything in this Agreement affect or limit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the Service Area or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator.

ii. The City shall use good faith efforts to protect and enforce the exclusive rights of Company through appropriate ordinances and enforcement of those ordinances against third party violators. Company may independently enforce the exclusivity provision of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Company.

b. Containers.

i. At no cost, Company shall provide each Single-Family Premises with one 96-gallon Cart for Refuse, one 96-gallon Cart for Recyclables, and one 96-gallon Cart for Organic Waste. Additional Carts will be available for a fee as set forth in Exhibit A. Company shall provide each Multi-Family Complex with a number of Bins and/or Carts sufficient to contain Refuse, Recyclables, and Organic Waste generated by Dwelling Units therein, as determined by Company and the Customer. Company will own all Containers provided to Customers hereunder, unless purchased by Customer, and Customer shall empty and allow Company to retrieve all Company Containers at the termination or expiration of this Agreement.

ii. Company shall replace, at no charge to the Customer, any Container that becomes damaged or destroyed during the provision of the Collection Services, or that becomes

unusable due to ordinary wear and tear. However, if a Container in the possession of a Customer is lost, stolen, damaged, or destroyed through no fault of Company, the Customer shall be responsible to compensate Company the fair market value for the replacement or repair of such Container. Customers will be responsible for maintaining the cleanliness of Containers, although Customers may request a Container exchange for the fee set forth in Exhibit A.

c. Collection Location, Frequency and Time.

i. Refuse shall be collected from the curbside ___ times (___x) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than ___ a.m. Refuse shall be collected from Multi-Family Complexes at a frequency and from locations determined by Company and the Customer, but in no event less than once per week.

ii. Recyclables shall be collected from the curbside ___ times (___x) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than ___ a.m. Recyclables shall be collected from Multi-Family Complexes at a frequency and from locations determined by Company and the Customer, but in no event less than once per week.

iii. Organic Waste shall be collected from the curbside ___ times (___x) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than ___ a.m. Organic Waste shall be collected from Multi-Family Complexes at a frequency and from locations determined by Company and the Customer, but in no event less than once per week.

d. Contamination; Overage; Overweight.

i. Contamination. Company is not obligated to collect Containers which are contaminated. For purposes of this Agreement, a Container is contaminated when, based on visual or digital inspection, (i) a Recyclables Container has more than 10% non-Recyclables (volume or weight) or any amount of Unacceptable Waste, or (ii) an Organic Waste Container has more than 3% non-Organic Waste (volume or weight) or any amount of Unacceptable Waste.

1. If Company elects to not collect a contaminated Container, it shall notify the Customer if the Customer has provided an email to receive notices.

2. If Company elects to collect a contaminated Container, it may charge the Customer a Contamination Fee set forth in Exhibit A. Company will provide photographic evidence of the contamination to Customer upon their request. The Contamination Fee may be

included on the Customer's regular invoice or billed separately. Company may dispose of the contents of a contaminated Container it elects to collect.

3. If there have been more than three instances of a contaminated Container in any 12-month period for a particular service (i.e., Recyclables or Organic Waste), and Company has photographic evidence of each instance, Company may (i) discontinue such service and remove the Container, (ii) deliver additional or larger Refuse Container(s), and (iii) charge the Customer the applicable Rate for the additional or larger Refuse Container(s) described in Exhibit A. After one year, the Customer may petition Company to reinstate such service, in which case they must pay any activation and Cart or Bin redelivery fees set forth in Exhibit A.

ii. Overage. Company is not obligated to collect Overage, unless caused by Company spillage of non-overloaded Containers during collection.

1. If Company elects to collect Overage, it may charge the Customer the Overage Rate set forth in Exhibit A. Company will provide photographic evidence of the Overage to Customer upon their request.

2. If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., Refuse, Recyclables, or Organic Waste), and Company has photographic evidence of each instance, Company may increase the Customer's service level (i.e., larger Container or more frequent service) to mitigate the Overage, and may increase the charges to such Customer according to the increased service level.

iii. Overweight Containers. The Company may refuse to collect any Refuse, Recyclables, or Organic Waste Container which the Company reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and contents exceeds two times the volume capacity of said Container (e.g., 192 pounds for a 96-gallon Cart). The Company shall provide notification to the Customer regarding each instance of non-collection.

e. Disposal and Processing. Company shall dispose or arrange to dispose of the Refuse collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste. Company also shall Process or arrange to Process the Recyclables and Organic Waste collected under this Agreement only at Processing facilities that are licensed and permitted to process such materials.

f. Holiday Schedule. The following days shall be designated holidays on which the Collection Services shall not be provided: New Year's Day, Good Friday, Memorial Day,

Independence Day, Labor Day, Thanksgiving Day and the succeeding Friday, Christmas Eve, Christmas Day. If a designated holiday falls on a regularly scheduled service day, Collection Services will be performed on the next weekday.

g. Temporary Services. Company will have the exclusive right to collect, transport, dispose and Process C&D Debris and other Solid Waste from Residential Premises which is not collected as part of the recurring Refuse, Recyclable material, or Organic Waste Collection Services hereunder. Such temporary services include (a) the delivery of Roll-Off Containers to the Residential Premises, and the collection and disposal or Processing of Solid Waste placed therein, and (b) on-call collection of Bulky Waste. Company will determine the terms of such services, and the Rates are set forth in Exhibit A.

h. Compliance with Laws. The Collection Services shall be performed in accordance with Applicable Law.

i. Personnel and Equipment. The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete the Collection Services in a safe and timely manner.

j. Supervision. Company shall provide competent supervision in charge of working crews at all times while providing the Collection Service.

k. Missed Pick-Ups and Complaints. All Refuse, Recyclables and Organic Waste Containers must be placed at the curb or other designated location and ready for pick-up before 6:00 a.m. on the collection day; any Containers not collected because they are not at the curb or other designated location on time shall not be considered a missed pick-up. All complaints as to Company's provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Company shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) week day, conditions permitting.

l. Public Outreach. Company acknowledges that education and public awareness are essential elements of efforts to achieve recycling goals. Accordingly, the Company and the City will implement a public education program to expand public and Customer awareness concerning the necessity for methods of reducing, reusing, and recycling waste materials. The Company will cooperate fully with the City in this regard, provided that Company shall not be required to expend

more than [\$ ____] per contract year on these efforts, without obtaining additional compensation from the City.

The City shall have primary responsibility for developing, designing and executing overall public promotion, education and outreach programs, with the assistance and cooperation of the Company. The Company shall have primary responsibility for providing service-oriented information and outreach to Customers and implementing ongoing recycling promotions, education and outreach programs, at the direction of the City.

The Company shall keep the public informed of programs and encourage participation through an Annual Service Update. Once per calendar year, the Company shall provide an Annual Service Update for each service sector, the format, content and timeframe of which shall be subject to prior review and approval by the City. The Annual Service Update shall be mailed to all Customers and, at a minimum, shall include an informational brochure indicating Rates, all Collection Services available, preparation, Cart and other service requirements, Holidays, contact information, inclement weather and other policies and other useful customer information.

The Company shall develop, print, or email and periodically update and maintain sufficient quantities of new customer information materials, the format and content of which shall be subject to prior review and approval by the City, which shall not be unreasonably withheld and must be reviewed within two (2) weeks. Upon approval, materials shall be mailed or emailed to every new customer prior to the customer's first billing and shall, at a minimum, include a statement of applicable rules and service policies, Rates, services and preparation requirements, Holidays, collection day, Company customer service information and contact information. Materials shall be available in accessible and alternative language formats upon request.

4. CUSTOMER BILLING; SERVICE RATES.

a. Customer Billing. The Company shall be responsible for all billing functions related to the Collection Services provided under this Agreement. All Single-Family Premises Customers shall be billed no less than quarterly, and Multi-Family Complex Customers shall be billed monthly. However, in the event of a billing error (e.g., Company provides services without billing), Company may bill Customers up to one year after providing Collection Services. Owners of Single-Family Premises shall ultimately be liable for payment of Company invoices, regardless of whether Company initially bills the Dwelling Unit/tenant directly. Customers may be billed prior to receiving the Collection Services, but the due date shall be no sooner than thirty (30) days from the date of the

invoice. The Company may bill Customers a late payment fee at Company's then-current rate, returned payment fees, reactivation and redelivery fee, as well as all costs associated with bad debt collection, as set forth in Exhibit A. Company may suspend or terminate service to Customers that become more than sixty (60) days past due, and/or may place a lien upon the Customer's property, in accordance with Applicable Law. If such Collection Service is reactivated, Company may charge a reactivation fee and/or may require a deposit from the Customer, as set forth in Exhibit A. The City will provide reasonable assistance to Company regarding Company's billing and collection of amounts due from Customers, which may include timely notification to Company of changes in Customers (e.g., evictions, move-ins, and move-outs) and modification of municipal ordinances to ensure Customer's adhere to the requirements of this Agreement.

b. Service Rate Schedule. Company shall provide the Collection Services described in Exhibit A for the Rates set forth therein, as the same may be adjusted in accordance with this Section 4.

c. Annual CPI Increases. Commencing on the date which is one (1) year after the Commencement Date, and on the same date annually thereafter (the "Adjustment Date"), the Rates, as adjusted hereunder, shall be automatically adjusted by a percentage equal to the annual percent change in the average Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services ("CPI"), as published by the Bureau of Labor Statistics, for the 12-month period ending the previous [INSERT DATE] (compared to the average CPI for the next previous 12-month period ending [INSERT SAME DATE]). At least thirty (30) days prior to the Adjustment Date, Company shall notify City of the CPI adjustment to take effect on the Adjustment Date and shall provide City with its computations therefor. Adjustments to the Rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

d. Extraordinary Adjustments. In addition to the Annual CPI Adjustment provided by Section 4(c), the Rates shall, upon written request of Company, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:

- i. Uncontrollable Circumstance (see Section 9);
- ii. Change in Applicable Law that is effective after the Effective Date of this Agreement;

- iii. Increase in costs to dispose of or Process Solid Waste including, but not limited to, increased facility tip fees and increased amounts of materials that are disposed or processed;
- iv. Material changes in Recyclables markets;
- v. Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services; or
- vi. Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs.

If Company requests a Rate adjustment pursuant to this Section 4(d), it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by Company, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Company. The City shall approve all properly calculated Rate adjustments within ninety (90) days of Company's request.

Notwithstanding the foregoing, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall approve the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to customers by the date the same are effective.

6. DEFAULT AND TERMINATION

Except as otherwise provided in Section 9 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused

by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

7. INDEPENDENT CONTRACTOR

Company shall perform the Collection Services as an independent contractor. Company, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. Company at all times shall have exclusive control of the performance of the Collection Services. Nothing in this Agreement shall be construed to give City any right or duty to supervise or control Company, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which Company shall perform its obligations under the Agreement.

8. SUBCONTRACTORS

Company shall not use subcontractors to perform the Collection Services described hereunder unless Company has obtained prior written approval from the City, which approval shall not be unreasonably delayed or withheld. In the event that written approval is obtained, Company shall remain liable to the City for the subcontractor's performance of the Collection Services as if they were being provided by Company itself.

9. FORCE MAJEURE

Except for the failure to make payment when due, neither party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

10. INDEMNIFICATION

a. Company agrees to indemnify, defend, and hold City harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of Company's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Company, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. To the fullest extent permitted by law, City agrees to indemnify, defend, and hold Company harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of City's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of City, or any of its directors, officers, elected or appointed officials, employees, agents, or subcontractors, in the performance of this Agreement.

c. Notwithstanding any provision in this Agreement to the contrary, Company shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the Collection Services.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

11. **INSURANCE**

Company shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

<u>Type</u>	<u>Amount</u>
A. Worker's Compensation	Statutory
B. Employer's Liability	\$500,000
C. Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
D. Automobile Liability (owned and non-owned)	
i. Bodily Injury	\$1,000,000 per occurrence
ii. Property Damage Liability	\$500,000 per occurrence
E. Excess/Umbrella	\$500,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement

of the Collection Services, Company shall deliver to City certificate(s) of insurance evidencing the required coverages. The certificate(s) shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of change or cancellation is provided.

12. MISCELLANEOUS PROVISIONS

a. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

b. This Agreement shall be construed in accordance with the law of the state in which the Collection Services are provided.

c. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery by a nationally-recognized overnight delivery service, or by hand delivery to the Party's address below:

If to Company: _____

Attn: _____

If to City: _____

Attn: _____

d. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

e. In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's attorneys' fees and court costs.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above.

WASTE MANAGEMENT OF COLORADO, INC.

By: _____
Name: _____
Title: _____

[CITY NAME]

By: _____
Name: _____
Title: _____

EXHIBIT A
COMPANY RATES

[INSERT SCHEDULE OF RATES FOR ROUTINE COLLECTION SERVICES]

DRAFT

EXHIBIT B RECYCLABLES SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans – empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
	Uncoated printing, writing and office paper
Steel and tin cans – empty	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green – empty*	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics not listed above including but not limited to those with symbols #3*, #4*, #5, #6*, #7* and unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

* These materials may be deemed Recyclables upon written consent of Company, which may be withdrawn upon notice to City if there is no commercially viable market.

ADDITIONAL SPECIFICATIONS:

Contained materials may not have more than 10% Non-Recyclables or any Excluded Materials. Carts or Bins with more than 10% Non-Recyclables may be delivered to the designated transfer or disposal facility for disposal. “Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or

regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Contractor reserves the right, upon notice to City, to reclassify Recyclables as Non-Recyclables for such period of time that the cost process, transport and market such materials exceeds its then-current value.

DRAFT

3 | RFP EXCEPTIONS

Any exceptions to the RFP no matter how slight, must be detailed and provided in the RFP response. Significant exceptions may make your proposal nonresponsive. If variations are not stated in your proposal, it shall be construed that the proposal fully complies with the specifications, terms and conditions, and solicitation documents.

Waste Management strives to be transparent in everything we do. We understand it is difficult for the Town when contractors attempt to negotiate new terms after an award is made. That is not how we do business. At the same time, we feel a balanced contract will benefit both parties over the term of the Agreement. As such, enclosed in this section are requested clarifications to the specifications for the RFP for your review and consideration. We welcome the chance to discuss and negotiate these items.

- 1) WM's proposal is subject to negotiation of a definitive agreement. We have included a sample agreement with our proposal in the previous section, as required by the RFP. Such sample agreement includes principal terms WM would expect in our final agreement.
- 2) RFP P.17: Regarding subsection 2, such coverage is included in our general liability policy, so we would request this be removed. Regarding fourth to last paragraph, change last sentence as follows: "The certificates of insurance shall show the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement: "The insurance evidenced by this Certificate will not reduce coverage or limits and will not be cancelled, except after thirty (30) days written notice has been received by the Town of Johnstown." Regarding the second to last paragraph, remove "change."

4 | USE OF SUBCONTRACTORS

There may be areas for use of subcontractors or partners in this project. If you are using this approach, your proposal must list:

a. The subcontractors/partners.

WM will partner with our trusted cart deployment subcontractor, FleetGenius (formerly known as Can DO! Services), for rolling out the new recycling carts and conducting the trash cart refresh in Johnstown.

b. Their area(s) of expertise.

FleetGenius provides complete container delivery services on behalf of WM. FleetGenius receives the Town's container inventory and records all assets received by the container manufacturer. Your cart inventory is loaded and accurately tracked in their asset management system.

FleetGenius uploads delivery orders to their route optimization software, which generates the most efficient route possible for their drivers. They employ Rouditor task management software that enables route data on their drivers' tablets. The driver follows the optimized route for the delivery of carts specified in the delivery order. The driver records each service in Rouditor with a picture and notes.

FleetGenius' service data is available in real-time along with GPS coordinates and tracking. This real-time data quickly resolves customer service issues and provides up-to-the-minute service verification. At the end of the day, FleetGenius uploads the data to our RMS software so our staff can access and verify deliveries.



c. All other applicable information herein requested for each subcontractor/partner.

For more information about FleetGenius (Can DO! Services), please take a few minutes to watch the following video with CEO Steven Fenzl, President of Can DO! Services supercharged by FleetGenius, <https://youtu.be/wS9lhrz3PEg>.



5 | COMPANY INFORMATION

a. Provide the following information: Company Name, Address, Phone Number, and Names of Principals.

A Local Company with National Resources

Waste Management is a local company with hauling operations throughout Colorado. We have provided superior waste and recycling services from our Northern Colorado Hauling District to the surrounding area for 58 years.

Our Northern Colorado Hauling District will continue to provide the Town with operational, management, financial, and reserve resources as part of this Agreement. Our outstanding history of past performance, regulatory compliance, and superior safety record, along with the financial and resource backing of North America's largest environmental services company, give us the foundation needed to not only meet but exceed the Town's expectations for waste and recycling services.

Waste Management of Colorado, Inc.

Waste Management of Colorado, Inc., an indirect subsidiary of Waste Management, Inc., was organized and incorporated in Colorado in 1963. Our team of professionals will service the Town from our Northern Colorado Hauling District, which is located at 40950 Weld County Road 25, Ault, CO 80610, (719) 493-3916. We invite Town representatives to visit our facilities and learn firsthand about our superior operational approach to providing waste and recycling services for your community.

Officer and Director Listing for Waste Management of Colorado, Inc.

Bradley, Scott A., Director

Tippy, Courtney A., Director

Bradley, Scott A., President

Cassin, Joseph J., Vice President

Czerwinski, Ray C., Vice President and Assistant Secretary

Lockett, Mark A., Vice President and Assistant Treasurer

Nagy, Leslie K., Vice President, Chief Financial Officer and Controller

Reed, David L., Vice President and Treasurer

Tippy, Courtney A., Vice President and Secretary

Wilson, James A., Vice President

Bennett, Jeff R., Assistant Treasurer

Bohn, Jason C., Assistant Secretary

Longo, Robert E., Assistant Secretary

b. Identify the year in which your company was established and began providing the services specified in this RFP.

1963

c. If you have ever done business with the Town, list the project name, project manager, and project dates.

WM has been Johnstown's solid waste and recycling service provider for more than 10 years. Ellie Reynolds is the current project manager and will continue to be if WM is selected to continue as your partner.

d. Provide a comprehensive listing of all the services you provide.

Who We Are and What We Do

At Waste Management, we place our customers at the center of what we do every day. We are a team of 48,250 employees motivated by a desire to go above and beyond for our nearly 20 million municipal, commercial, industrial, and residential entities throughout North America for whom we provide a range of environmental solutions, including collection, recycling, disposal, and renewable energy production.

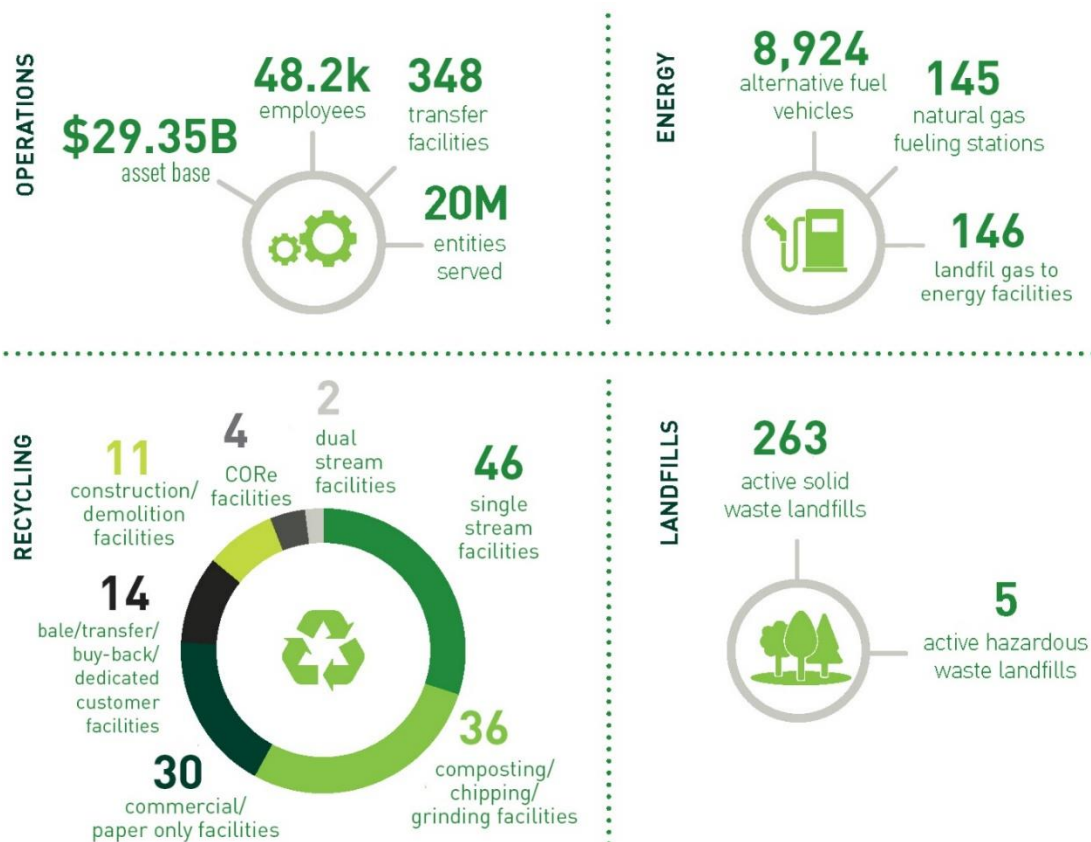
To serve our diverse customer base, we have developed the industry's largest network of collection operations, transfer stations, and recycling and disposal facilities. Unmatched in geographical reach and ability, our network enables us to manage every aspect of our customers' waste streams.

Additionally, our broad geographical coverage and depth of experience allow us to do so much more. With our team of in-house environmental experts, we assist customers with customized sustainability plans. In response to natural disasters or unforeseen needs, we provide almost immediate support to customers by quickly assembling emergency collection services. Also, as North America's leading post-consumer recycler, we navigate a complex international commodity market to safeguard the long-term viability of our customers' recycling programs.

**GOING ABOVE
AND BEYOND**

Every day, each of our 48,250 employees goes above and beyond what is expected to find what is possible.
See how by clicking or going to: bit.ly/31ymNIC

Waste Management At-a-Glance (data represents Waste Management's most recently published information)



e. Describe any pending plans to sell or merge your company.

None

f. Identify any lawsuits or litigation, past or present, that your firm has been a party to in the last 3 years.

None

6 | EC #1: APPROACH TO SCOPE

a. Discuss your approach, methodology and techniques to complete the work as specified herein. This should be specific, logical and organized. Address your capability to communicate findings and recommendations clearly and succinctly.

As your incumbent service provider, WM fully understands the complexities involved in providing effective collections for the Johnstown community. We will continue to use a mix of automated side load, rear load, and front load trucks to collect waste and recycling. **Most importantly, we know how important it is for the Town to limit confusion and frustration for your residents, which is why we will continue Johnstown's collections all on one day, every Monday.**

Our Commitment to a Risk-Free New Contract Implementation

Johnstown has relied on Waste Management as your local service provider for the past 10 years. Throughout our partnership with the Town, we have shown our dedication to continuous improvement - better processes, more efficient procedures, and investments in technologies that enhance our collection capabilities and customer service. Transitioning service providers would require rebuilding a successful program from the ground up. With all service requirements already in place, our team is able to concentrate on delivering dependable collection and enhancing our customers' experience from day one.

The benefits to your community for continuing to work with Waste Management are simple. We offer:

Established and reliable collection services. We already have the vehicles, collection equipment, operations site, processing facilities, account data, and systems in-place to offer a risk- and disruption-free implementation.

Invaluable experience. Our experienced drivers know every road and customer in your community and our knowledgeable customer service staff is already well-versed in Johnstown contract terms and service offerings. We leverage lessons learned to offer proven public education and outreach strategies for communicating available services, resources, and maximizing customer participation.

Existing relationships. Over the years, Waste Management staff members have worked hard to become a trusted partner. We have built meaningful relationships with your staff and residents. We will continue to collaborate with these partners to advance service offerings, problem solve, innovate, and support the vitality of the Town.

“Our drivers are always polite, wave back, do their job correctly, and often go above and beyond. Never any issues.”

- Customer ID: 771731
(Johnstown Resident)
February 22, 2021

A commitment to continuous improvement. We seek to continuously improve our service and offer the latest and greatest technologies and innovations in sustainability and integrated operational technology. One of many technology advancements that have transformed our service capabilities is our onboard computing system. Our onboard technology allows us to manage routes, drivers, and customer pick-ups in near real time and seamlessly connects our in-field operations with our customer service and dispatch teams - all leading to greater service accuracy for our customers.

Although there will be no service changes if Waste Management is selected as the service provider in Johnstown's new contract, we will manage the implementation with meticulous care. Below we have outlined our approach to the most critical components of the new contract implementation including equipment and resources, customer service, billing, and public education considerations.

Critical Collection Equipment and Resources in Place Today

Key to all successful new contract implementations is having the most basic collection equipment and resources in place, tested, and proven. We understand one of the Town's top priorities is for their collection partner to deliver the base collection services - confirming customers have containers to put materials into and that material is collected on-time and in a professional and safe manner.

All of Waste Management's Johnstown collection equipment and resources are already in place, eliminating any opportunity for customer disruption associated with a new contract implementation.

Core Collection Equipment and Resources		
	Waste Management Competency	Benefits to Customer
Drivers 	Waste Management currently serves Johnstown with a team of 15 drivers. In total, our highly trained and experienced drivers have successfully completed rigorous safety and customer service training requirements.	• Safer, more experienced drivers in your community • Existing customer knowledge and personalized customer service • No driver learning curve resulting in fewer missed pick-ups
Trucks 	Waste Management's fleet of collection vehicles is already in place. All our vehicles are subject to daily preventive maintenance and safety inspections. Our fleet is maintained to the highest safety standards and is fully compliant with local and federal safety standards.	• Trucks are not subject to manufacturing delays and are guaranteed ready-to-roll on day one of the new Contract • Reliable collection vehicles with fewer breakdowns resulting in on-time collections
Containers 	With trash carts and containers already deployed in your community, each customer has a well-maintained receptacle in place today. As part of this new Agreement, we will roll out new recycling carts to all households and conduct a trash cart refresh to standardize branding and quality for all of Johnstown's trash carts.	• No chance of customers experiencing service delays due to trash carts or containers not being delivered on-time • New recycling carts and refreshed trash carts for the Johnstown community

Core Collection Equipment and Resources		
	Waste Management Competency	Benefits to Customer
Routes and Customer Data 	No changes to current collection schedules will be associated with our transition. Waste Management collection routes were created with eRouteLogistics® software and take into account local traffic patterns, truck capacity and disposal locations.	• No missed pick-ups associated with customer confusion caused by collection day changes • Maximum route efficiency provides the greatest fiscal value for ratepayers • Less wear and tear on Town streets
Onboard Computing System (OCS) 	Each of the collection trucks that service Johnstown is already equipped with onboard tablets that display drivers' exact route, all scheduled collections, and relevant account notes such as container placement. The tablets include GPS technology that allows drivers to capture route data in real-time. Drivers note the status of each collection (i.e., collected or a service exception).	• Collection statuses minimize the opportunity for missed collections • Provides customer service reps with near real-time field data to assist with customer service inquiries

Delivering an Exceptional Customer Service Experience

Johnstown residents will have many options for how and when they interact with Waste Management. Whether via our mobile app, LiveChat, online at wm.com, or by phone, customers want an interaction that is fast, friendly, and convenient. Waste Management's dedicated Customer Service Team will support Johnstown customers by managing phone, email, and online customer service functions and are ready to serve the Town on day one of the new contract.

Additionally, Town staff can always count on reaching Area Public Affairs Manager, Ellie Reynolds, and District Manager, Jeremy Bradley, on their mobile phones in the event of an emergency.

Proven Customer Service Tools and Training

Since accurate and clear communication is a cornerstone of our contract implementation approach, we place significant effort, resources, and time preparing and training our customer service center employees.

Review and Update Informational Tools. We will review and update the Johnstown-specific information on Green Pages. Green Pages is an online database that allows a Waste Management customer service representative (CSR) to pull up customer-specific service information, service offerings, and rates within a matter of seconds. Each time a mailing is sent out to your residents, it is uploaded to Green Pages – allowing agents to reference and look at the same documents that the customer is viewing. Our CSRs use this tool during every call, ensuring that we provide customers with the most accurate service information.

Intensive, Small-Pod Training. All CSRs handling the Town's calls will receive regular training in small groups. Before implementation, CSRs will review service offerings specific to the Town, with special emphasis placed on changes (if any) including new rates, programs, policies, and procedures. CSRs will also be provided with copies of all customer mailings distributed in your community.

Increased Staffing. Although no resident impact will be associated with a Waste Management new contract implementation, there may be a call spike during the first one to two weeks of the new contract due to distribution of service brochures and other customer outreach efforts. Sometimes customers call to request duplicate copies of materials already sent or to confirm their collection schedule. It is critical to prepare for this spike in call volume with additional staffing. As with any new contract implementation, Waste Management's state-of-the-art customer service center will make sure there is a pool of additional CSRs trained on Johnstown-specific issues to help us manage any increases to normal call volume.

Public Education and Outreach Efforts

With Waste Management, the Town will not need to dedicate public outreach efforts toward collection, customer service, or billing changes that typically go along with a new service provider. Instead, as part of a new contract, we will focus on informing customers of all available services and maximizing their knowledge and participation in recycling, reuse, and waste prevention, which will help the Town achieve your goals of:

- Encouraging and facilitating the recovery, reuse, and recycling of material within the waste stream
- Minimizing the rate of waste generation through education and source reduction

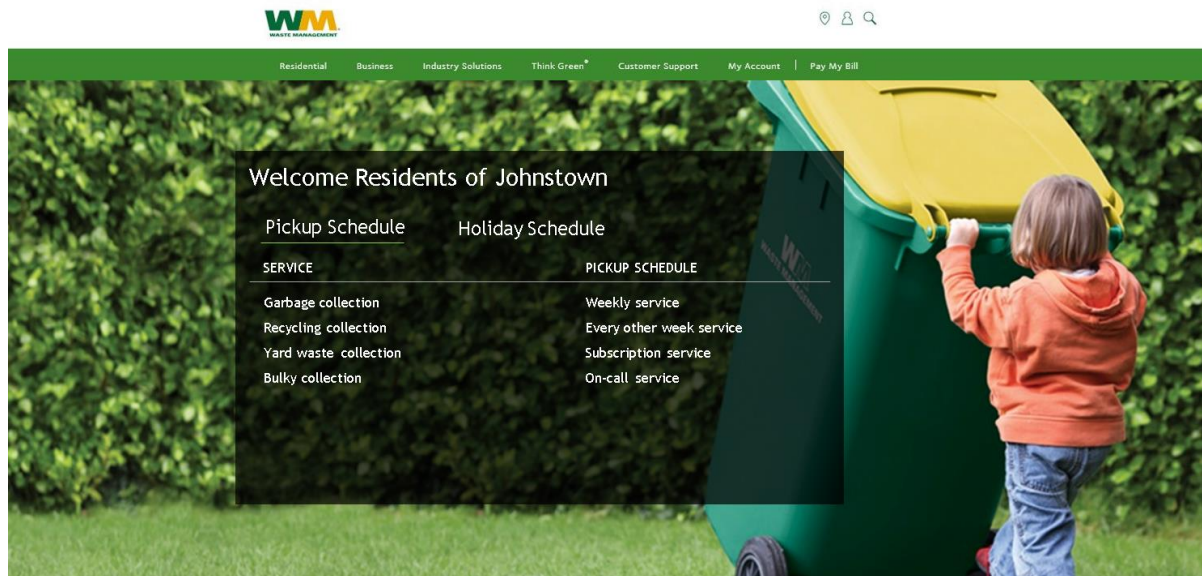
With recent enhancements to our online capabilities at wm.com, we will collaborate with the Town staff to develop a customized Johnstown webpage with meaningful service information, photos, and resources that reflect the interests of your community. Using Waste Management's local website, your residents will easily find Johnstown-specific service information and recycling education at the click of a button, anytime, anywhere.

We will also mail a service selection postcard and comprehensive welcome package to all residents at the beginning of the Contract. The service selection postcard will have details on service options such as recycling, yard waste, and extra containers. The welcome package will contain service information, rates, a collection schedule, and recycling guide. Additionally, we will provide recycling education through the website, mail outs, and cart tags that coincide with the new cart roll out, so residents know exactly what and how to recycle. WM will continue to provide proactive service notifications throughout the Agreement. Samples of each of these materials along with a mockup of the new Johnstown WM community website are included in the following pages.

"Your drivers are timely and very good at picking up any refuse that may spill out of their collection bins so that they don't leave a mess behind. Also, the communication around holiday based delays are excellent from a customer service point of view."

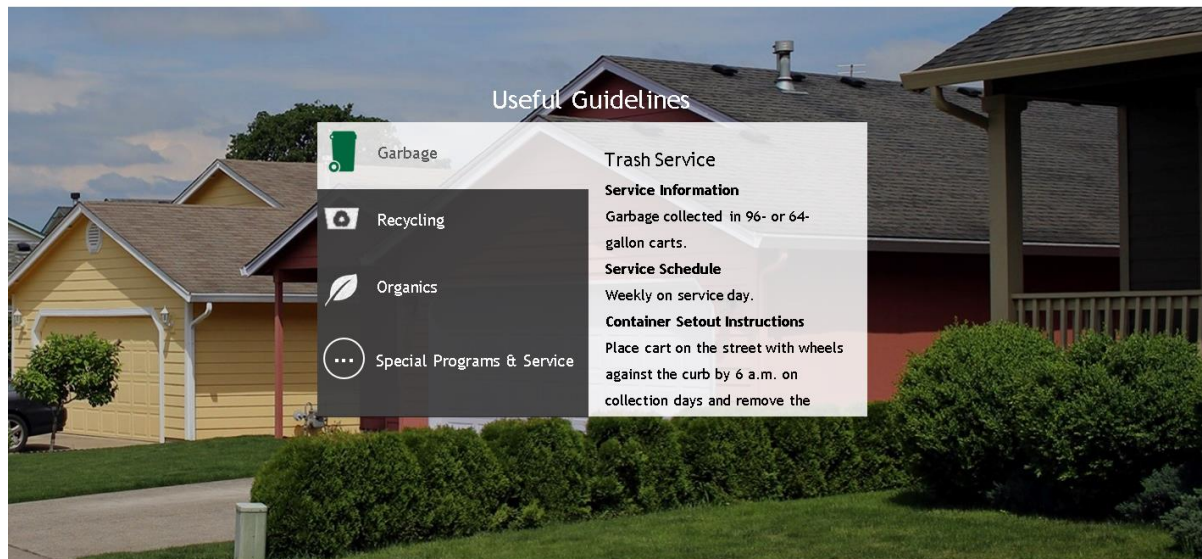
- Customer ID: 473535
(Johnstown Resident)
September 14, 2020

Johnstown WM Community Website Mockup



Help Keep Recycling Clean

Contaminants, like plastic bags, clothing, & food, are ruining good recyclables & putting the recycling economy at risk. We need your help! Follow 3 simple rules & visit RORR.com for tools on recycling right.



Some helpful resources.

Recycle Right Education Resources	View
Residential Service Brochure (English)	View
Residential Service Brochure (Spanish)	View

Service Level Selection Postcard Sample



CART AND SERVICE SELECTION INFORMATION

Please call _____ or visit [www. _____](http://www.wm.com) by _____ to make your cart and service elections.

- ☐ Recycling cart
- ☐ Yard waste service
- ☐ Extra containers



CART PLACEMENT INFORMATION

PROPER CART PLACEMENT

Place your cart at least three feet away from all objects including your second cart, mailbox, car, or tree. The lid opening should face the street with the wheels of the cart facing your house.



Place wheels of cart toward house.

Keep space between carts and other objects.



Do not obstruct collection of carts or bulk items by parking vehicles in the vicinity. Keep area clear for easy access by collection truck.

NEED AN ADDITIONAL CART OR HAVE QUESTIONS?

Call _____.

Comprehensive Welcome Package Sample



SOLID WASTE /GARBAGE

Each home is provided with a 96-gallon or 64-gallon cart for solid waste free of charge. Additional waste may be placed in either plastic bags OR containers that are not greater than 45 gallons in size and do not exceed 50 lbs. All waste should be properly contained to prevent littering. Residents may rent an additional 96-gallon refuse cart for \$5.00 per month by calling (815) 280-7854. Residents may also purchase or rent additional carts or for a fee they can upsize or downsize their cart.

- Bulk Items will be collected with the weekly pickup (i.e., couches, small tables, mattresses, chairs, etc.). Furniture and mattresses must be dry. In case of rain or snow, please cover. Christmas trees are considered a bulk item and will be picked up through January 31.
- Carpet is considered a bulk item and must be cut and rolled into 4-foot lengths. Each roll must not weigh more than 50 lbs. All carpeting and padding must be secured with tape or string prior to collection. Carpet and padding must be dry. In case of rain or snow, please cover.
- Waste Management will collect large household appliances such as refrigerators, washers, dryers, AC units, and dehumidifiers on residents' regular weekly collection day. These items will be collected separately and will be recycled. As a safety precaution, please remove the doors from refrigerators and freezers. Residents should call Waste Management at (815) 280-7854 to schedule collection of appliances.
- Old water softeners can be taken as trash. Prior to placing curbside on your regularly scheduled collection day, these items need to be drained of all water and/or salt.
- Incidental quantities of home improvement project debris will be collected if properly contained in either the garbage cart, a 35-gallon can and/or bundled and tied, so that each bundle does not exceed 50 lbs. There is a limit of five 35-gallon cans or three 50 lbs. bundles of home debris per week.
- Hot water tanks are NOT taken as regular trash and should be scheduled as a White Goods pickup. Call Waste Management at (815) 280-7854.
- Materials from floods, fires, moving and evictions will not be collected with garbage. Separate arrangements must be made. Call (815) 280-7854 for more information.

DEAR YOUR TOWN RESIDENT:

YOUR TOWN and Waste Management are pleased to provide a comprehensive solid waste program designed to encourage recycling and waste reduction, reduce litter in our neighborhoods, and ensure that waste is disposed of in an environmentally responsible manner. The information in this brochure will assist you with the garbage, recycling, yard waste, electronic recycling, and household hazardous waste disposal in YOUR TOWN.

For further information, please visit our local website at home.wm.com/TBD or contact Waste Management at TBD. Waste Management Customer Service hours are 8 a.m. – 6 p.m. Monday through Friday and 9 a.m. – 12 p.m. on Saturday.

Or you can also visit the City of Joliet's website at TBD.

Thank you and we appreciate your cooperation.
Waste Management & YOUR TOWN

COLLECTION TIMES AND CARTS

All garbage and recycling carts, including yard waste, must be placed at the curb no later than 7 a.m. the day of collection. Carts should be placed with the handle facing away from the roadway and at least three feet apart. Residents may put their carts out the night before collection. Please do not place the carts on the street. Residents should keep carts in their garage or a location in the back or side yard if they are being kept outside. After collection, all carts should be removed no later than the evening of your collection day. Please call Waste Management at (815) 280-7854 if your cart becomes damaged or needs repair. Additional carts can be rented or purchased, or existing carts can also be downsized or upsized for an additional fee.

OBSERVED HOLIDAYS

When your collection day falls on or after one of the holidays below, your collection will be delayed one day that week.

NEW YEAR'S DAY MEMORIAL DAY INDEPENDENCE DAY LABOR DAY THANKSGIVING DAY CHRISTMAS DAY



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RECYCLING

- Each home is provided with a 96-gallon or 64-gallon recycling cart with a yellow lid free of charge. Residents may rent or purchase an additional recycling cart or downsize or upsize their current carts for a fee by calling (815) 280-7854.
- Please do not place food, liquids or plastic bags in your recycling cart, and don't bag your recyclables. Empty materials directly into your cart. See the adjacent panel for acceptable recyclable materials and more ways to recycle right.
- Shredded paper must be placed in a paper bag first, then placed in your recycling cart. Shredded paper loose or in a plastic bag will contaminate all the other materials in your recycling cart.

YARD WASTE

Yard waste such as grass clippings, leaves, tree branches, and brush is collected weekly on your scheduled collection day from mid-March through the first week in December.

- Yard waste must be placed in either brown paper yard waste bags OR in clearly labeled 32-gallon containers. YARD WASTE ONLY labels are available at no charge at Joliet City Hall and Joliet Jewel-Osco. All 32-gallon containers used for yard waste MUST be properly labeled if used for yard waste collection.
- Brush and branches must be cut into 4-foot lengths and securely bundled with string or twine. Each bundle must not exceed 50 lbs. Unbundled brush and branches will not be collected.
- Residents can also rent or purchase 96-gallon yard waste carts by contacting the Waste Management Customer Service Center at (815) 280-7854.
- Please note that sod, whole trees, stumps, limbs greater than 3 inches in diameter, and dirt are not part of the weekly yard waste program.
- Landscaping bark and pumpkins are not yard waste - please put them in the trash.
- Christmas Trees will be collected on your regularly scheduled garbage day through January 31. Remove all decorations and leave the tree next to your garbage cart. If your tree is taller than 5 feet, please cut it in half.

Proactive Service Notifications

SERVICE NOTICE: CART LIDS MUST BE FULLY CLOSED



LIKE THIS



NOT LIKE THIS

Proactive Recycling Education Materials

RECYCLE RIGHT

✓ ALWAYS RECYCLE / RECICLE SIEMPRE



Plastic Bottles & Containers
Botellas y envases de plástico



Food & Beverage Cans
Latas de alimentos y bebidas



Paper
Papeles



Flattened Cardboard & Paperboard
Cartón y cartulina aplastados



Glass Bottles & Containers
Botellas y envases de vidrio

✗ DO NOT INCLUDE IN YOUR MIXED RECYCLING CONTAINER / NO INCLUIR EN SU CONTENEDOR DE RECICLAJE MIXTO



NO Food or Liquids
NO comida o líquidos



NO Foam Cups & Containers
NO vasos y recipientes de poliestireno



NO Loose Plastic Bags, Bagged Recyclables or Film
Empty recyclables directly into your cart
NO bolsas y envolturas de plástico sueltas, o materiales reciclables embolsados
Vací directamente los materiales reciclables en nuestro carrito



NO Batteries – check local drop-off programs for proper disposal
NO baterías - Verifique los programas locales de entrega para su correcta eliminación



NO Green Waste
NO desechos verdes



NO Clothing, Furniture & Carpet
NO ropa, muebles y alfombras

To Learn More Visit:
Para más información, visite:
wm.com/recycleright



© 2019 WM Intellectual Property Holdings, LLC. The Recycle Right recycling education program was developed based upon national best practices. Please consult your local municipality for their acceptable materials and additional details of local programs, which may differ slightly.



Recycling right is as easy as only recycling clean bottles, cans, paper and cardboard.

One or more of the following items was found in your recycling container. Please don't include these items the next time you recycle.

-  ☐ **No Plastic Bags**
(return to retailers)
-  ☐ **Do Not Bag Recyclables**
(empty directly into container)
-  ☐ **No Food or Liquids**
(keep materials dry)
-  ☐ **No Tanglers**
(no hoses, cords, wires, or chains)
- ☐ **Other:** _____

To learn more, visit wm.com/recycleright




WE NEED YOUR HELP TO CLEAN UP THE RECYCLING STREAM.

Visit wm.com/recycleright to learn more.

Follow these three, simple rules each time you recycle:

-  **Recycle clean bottles, cans, paper, and cardboard.**
-  **Keep food and liquid out of your recycling.**
-  **No loose plastic bags and no bagged recyclables.**

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b. Describe any project approaches or ideas that you feel enhance the quality of your services.

Compressed Natural Gas Trucks Mean Cleaner, Greener, and Quieter Collections for Johnstown

Waste Management is proud to service the Town with a fleet powered partially by compressed natural gas (CNG). CNG is a fuel used in place of diesel gasoline that, when combusted, produces fewer undesirable gases than gasoline or diesel, resulting in improved air quality emissions.

CNG trucks emit nearly zero particulate emissions, reduce greenhouse gas (GHG) emissions by 15%, and cut smog-producing NOx emissions by 50% compared to the cleanest diesel trucks. In another effort to improve air quality, the engines automatically turn off after five minutes of idling to further reduce emissions and conserve fuel. CNG engines run much quieter than diesel trucks – many customers have commented that they cannot even hear our CNG trucks coming down the street.



For every diesel truck we replace with natural gas, we reduce our use of diesel fuel by an average of 8,000 gallons per year along with a reduction of 14 metric tons of GHG emissions per year - the equivalent of a 15 % emissions reduction per truck.

A More Efficient Network

Beyond reducing tailpipe emissions, we also reduce the footprint of our fleet through proactive and constantly monitored routing to make sure that every Waste Management vehicle completes its service route in as few miles as possible and maximizes efficiency based on traffic patterns and the location of disposal and processing facilities.

The premise of efficient logistics is simple: a more efficient route means fewer miles traveled, which translates into reduced fuel consumption and associated emissions. Since 2017, Waste Management's fleet has reduced miles driven by approximately 8.9 million miles annually. Optimizing routes not only reduces our environmental impact, it also increases the quality of our service: we miss fewer stops for our customers.

Cascade Carts: Built for Your community with Durability, Convenience, and Sustainability in Mind

Waste Management will partner with our preferred cart supplier, Cascade Cart Solutions, to manufacture and deliver new recycling carts for the Town. Our longtime partnership spans more than 30 years with more than 17 million Cascade carts set out for Waste Management customers to date. Cascade prides itself on having top-of-the-class quality control and performance standards and workmanship is backed by a 10-year warranty. We have successfully utilized Cascade carts for customers throughout North America and look forward to providing them to the Town.

“Everything is going smoothly and extremely well. Keep up the good work!”

- Customer ID: 391077
(Johnstown Resident)
July 21, 2020

Primary features and benefits include:

- **Product Quality:** Cascade carts are produced using an injection molding process that allows for exact precision and product uniformity.
- **Durability:** Cascade carts are UV-stabilized and designed for optimal compatibility and functionality with both semi and fully automated lifter systems, including a wear strip to permanently protect the bottom of the cart from abrasion.
- **Customer Convenience:** Cascade carts are easy to handle and provide an excellent balance between stability and maneuverability.

Our Commitment to Closing the Recycling Loop

NEW! EcoCart™: A Visible Commitment to the Environment and Recycling

In the midst of market disruptions that are threatening recycling programs across North America, Waste Management and Cascade Cart Solutions have teamed to create the EcoCart™ - the waste industry's first collection cart manufactured with at least 10 percent post-consumer plastic resin.

The EcoCart creates a closed loop system as it is manufactured with recycled residential curbside plastic - bulky, rigid plastics collected straight out of recycling programs across the country - without compromising durability or warranty standards.

Waste Management is prioritizing the purchase of the EcoCart - one of our largest ever purchasing commitments - as part of a new commitment to the Association of Plastic Recyclers Demand Champion Program, which seeks to expand market demand for recycled resins and improve plastic recycling in North America.

Utilizing the EcoCart, the Town can be a sustainability leader by being among the first communities to create a truly closed recycling loop with carts produced from consumer materials.

Award-Winning EcoCart®

Cascade Engineering was awarded the Design for Recycling® award from the Institute of Scrap Recycling Industries (ISRI) for the EcoCart®. According to ISRI, early predictions indicate that through the manufacture of the EcoCart, 2.2 million pounds of post-consumer curbside recycled materials will be removed from the waste stream annually.



Cart Sustainability

It only makes sense that the carts we provide the Town for the collection of recyclables should be made as environmentally responsible as they are durable, convenient, and long lasting. When selecting Cascade Cart Solutions as our proposed cart manufacturer for the Town, we considered the following environmental benefits:

- **End-of-Life Cart Recovery and Recycling.** The thermoplastic resin used to make Cascade carts is recyclable at the end of the cart's useful life. This helps create a closed loop system - reclaiming and recycling products at the end of their lifecycle for reuse in the production of new products.
- **Minimal Manufacturing Waste.** Cascade carts are injection molded and manufactured using thermoplastic resin. This allows the recyclability and reuse of any unused plastic and/or scraps. This reclaimed plastic can be melted down and reground for use in the manufacturing of new containers without compromising the structural integrity of the cart. This eliminates waste in the molding process and diverts waste from the landfill.

Cart Warranty

Our cart supplier, Cascade Cart Solutions, provides a non-transferable 10-year warranty period from date of cart shipment. The provided warranty does not cover negligence, abuse or normal wear and tear, but does protect Waste Management and the Town from defects in materials and workmanship. In the event a warranty claim is submitted, Cascade will repair or replace any defective cart(s) or part(s). Repaired or replaced products are warranted for the balance of the original warranty period of the original cart(s) or part(s).

Waste Management has a long-standing vendor history with Cascade and has successfully utilized their cart warranty when needed. We are confident that Cascade will stand behind their product quality.

Cascade's product warranty can be found at: <http://www.cascadeng.com/terms-warranties>.



Cascade is the **first U.S. waste container producer to be ISO 9001 registered**. They test their carts beyond industry durability standards for performance.



They are a **Certified B Corporation**. Using business as a force for good, "B Corps" meet rigorous standards in social and environmental performance, transparency and legal accountability.



Cascade received formal **certification by the Women's Business Enterprise National Council** as a woman owned, operated and controlled business.

NEW! Our Approach to Consistent, Reliable Customer Service

As part of this new Agreement, WM will manage customer service for seamless support. Whether it is an attentive server at a restaurant, a sales associate who takes the time to help you find the perfect fit, or a cashier who simply gives you a heartfelt smile, a positive customer service experience rarely goes unnoticed. At Waste Management, we believe that those everyday interactions and simple gestures are our best opportunity to provide an exceptional experience for the Town.

It is no surprise that our customer service team members play a powerful role in our effort to create interactions that truly “wow” our customers. Waste Management customer service representatives (CSRs) interact with our customers day-in and day-out. Their conversations vary from setting up services for a new customer, resolving a billing question, or answering a recycling question, but in each interaction, their priorities remain constant:

- **Meet our customers’ expectations:** Promptly answer our customers’ calls, emails, and digital chats and solve their problems at the first point of contact
- **Empower our people:** Provide employees with the tools, training, resources and support necessary to be successful in serving the customer

Our goal is to know more about our customers and how to service them better than anyone else in our industry. How do we do this? By making customers feel well cared for when they interact with Waste Management. This means:

- Creating a welcoming environment
- Taking responsibility for the call and offering a one call resolution.
- Engaging the customer in a two-way conversation
- Managing the customer’s account and experience
- Initiating the appropriate action

That’s why whether it is on the street, at events, council meetings, or in your community, everyone at Waste Management is trained to be a customer service ambassador.

Our Commitment to the Town

- Quick resolution of issues
- Ease of integration across communication channels
- Backup customer service centers located throughout the Country in case of an emergency
- Complete customer satisfaction

“I’ve had no problems at all. Your company is very consistent, and your customer service has always been very helpful and polite. Thanks WM!”

- Customer ID: 773222
(Johnstown Resident)
February 22, 2021

State-of-the-Art Customer Service Center

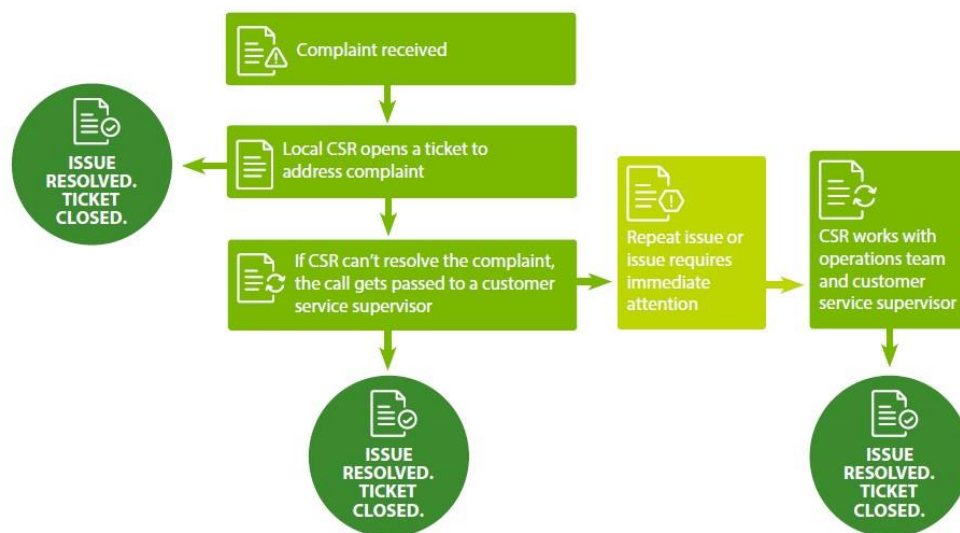
Excellent customer service begins with good listening, and that is what we strive to provide with our highly trained CSRs. Johnstown’s customer calls will be answered by CSRs at our regional customer service center.

Waste Management’s customer service center has friendly, skilled representatives trained in superior customer service handling. Our CSRs are empowered to resolve customer issues on the first call. We use

surveys and feedback to continuously improve our operations. Calls are monitored weekly, and one-on-one feedback sessions are conducted between CSRs and supervisors.

Customer contacts, including requests for service, change of status, change of service, status of service, complaints, and compliments, are tracked through a ticket system. Each ticket is created in an open status and requires closure upon completion of requested action and/or resolution. Local management and their teams are responsible for providing requested service and/or issue resolution and to monitor the status of all tickets for timely service completion.

If an issue requires immediate attention and/or escalation, an email is also sent to the attention of the operations management team. If a repeat issue occurs within two months, a ticket is also opened to alert the operations management team that a recurring problem exists. Waste Management has developed a quality control program that includes performance standards for ticket creation, closure, tracking, and service recovery. Local management is responsible and accountable for these performance standards.



In the event of an outage at our regional customer service center, Waste Management maintains other customer service centers throughout the United States that can support the Town calls if needed. Our technology infrastructure allows calls to be rerouted among Waste Management call centers in other regions in the event of an emergency (e.g., power outage, natural disaster, etc.), creating system redundancy. The CSRs have access to our Knowledge Management Tool, "Green Pages," and can assist the Town customers at all times with Johnstown-specific information.

Our customers are on the go yet usually "connected" in some way courtesy of today's technology. In addition to our My WM App and a custom, easy-to-use website, we offer:

- **Live (Digital) Chat:** A team of customer service professionals is dedicated to this service channel. Chat sessions are initiated through our website, in real time.
- **"After Hours" by Phone:** Our customer service number features an Interactive Voice Response (IVR) system. Through IVR, customers can find out basic account information and make account payments through an automated system during non-business hours.

Customer Experience Staff Dedicated to the Town

WM's customer service center utilizes the Genesys customer interaction management platform to help monitor staff adjustment needs. Genesys is a global leader in the customer care technology industry. Their system provides the data and an algorithm used for staff-level monitoring and serves as an invaluable tool for our customer service management team.

We provide sufficient staffing through our ability to shift staffing levels according to the volume of phone calls. If a team of representatives is experiencing higher than normal call volume, we are able to move additional representatives to that team to handle additional incoming calls. Additionally, customers are provided with an automated call back option (no need to hold; we will call you back) during high call volume periods. In the event of an emergency, Waste Management customer experience centers in other areas of the U.S. are available for contingency coverage.

Waste Management Customer Service Representative Training

Waste Management provides a five-week training program for new CSRs in our dedicated classroom-style training facility, housed within our customer experience center, allowing for continuous training without interruption.

Waste Management employs full-time professional trainers responsible for new hire training and ongoing training of our experienced customer service team. Additionally, our trainers monitor and develop new training material as needed so that our customer service professionals receive the most current, accurate information.

The training curriculum is designed to introduce new CSRs to the communities we serve and to the Waste Management family. It also provides a strong, consistent foundation in the areas of customer-focused service, professionalism, safety, and company pride. A brief description of our training curriculum is provided in the following table:

New Hire Orientation	✓ History of Waste Management ✓ Products and services ✓ Commitment to our municipalities and customers ✓ Commitment expected from our employees
Getting to Know Our Business	✓ Videos of Material Recovery Facilities (MRFs), transfer stations, and composting facilities ✓ Geographic review of service territory ✓ Municipal partner and contract overview ✓ Understanding and successfully communicating all service and product offerings
Customer Relationships and Engagement Tools	✓ Clear communication ✓ Establishing trust and satisfaction through active listening and quick problem resolution ✓ De-escalation techniques ✓ Staying positive and calm in challenging situations ✓ Exhibiting a consistently high level of professionalism
Call Center Equipment and Systems Training	✓ MAS, Waste Management's integrated billing system ✓ Green Pages, a comprehensive knowledge management tool ✓ CAAG, a consolidated and comprehensive customer history and service database ✓ Genesys, Waste Management's customer interaction and staffing management system ✓ Telephone system that manages each call center interaction, as well as individual CSR productivity

Additional training exercises that occur during the five-week program include:

Professional Customer Service Skills Role Playing: During training, our CSRs act as students, participating in role-playing activities with experienced customer service center staff. Strategies for handling collection and billing questions are discussed and ways to handle difficult customer situations are reviewed. The students must successfully complete this exercise to begin side-by-side training.

Side-by-Side Job Shadow Training: As part of the side-by-side training, our new CSRs are on the floor, shadowing experienced CSRs who are answering customer phone calls. The process of review, including suggestions for best practices and strategies, creates impactful one-on-one learning opportunities before the CSRs respond to live calls themselves.

Transformative Customer Service Technologies

We have come to expect a level of convenience and ease made possible by technology in our everyday lives. Our local pizza shop knows what toppings we last ordered, our vehicles alert us to their upcoming maintenance needs, and with the click of a mouse we can have our weekly groceries delivered to our doorstep.

Waste and recycling services should not be any different. Over the last few years, Waste Management has transformed itself to make doing business with us as simple as possible. Through our investment in the following key technologies, both on the street and at our customer service centers, we provide our customers with world-class service with ever-increasing convenience and ease:

“Great service and very good on communication.”

- Customer ID: 740345
(Johnstown Resident)
February 8, 2021

Onboard Computer System (OCS)

A technology advancement that continues to drive customer service satisfaction is our Onboard Computer System (OCS). This technology has many operational and efficiency benefits - specifically it enhances our customer service through:

- Obtaining real-time information related to all truck locations, stops serviced, capacity, and service status
- Allowing one-touch service verification, identifying carts that have been serviced, and indicating a reason for any cart not being collected (e.g., cart not out, cart blocked, locked access, etc.)
- Enabling centralized customer service and dispatch to communicate with the Town's operations team for immediate and efficient customer issue resolution, including on-call requests, rerouting, and customer service needs
- Empowering drivers to note missing or damaged carts so tickets may be proactively generated for repair or replacement

Customer at a Glance (CAAG)

Customer at a Glance (CAAG) expands our customer service representatives' ability to quickly understand a customer's account and service history. Waste Management utilizes numerous technologies and systems so we can provide the highest quality and most efficient service possible. CAAG brings customer data together from key Waste Management systems and incorporates data into a single application:

- Waste Management's integrated billing system, Mid-Atlantic System (MAS)
- Onboard Computing System (OCS), which captures service history and service statuses

Through use of CAAG, CSRs have eliminated the need to open and search for data in multiple applications during a customer call. Using CAAG also provides CSRs access to the whole picture. It gives us access to everything we need to know about our customers in less than a minute and allows us to maximize first call resolutions in less time.

Green Pages: A Customer-Focused Knowledge Management Tool

Waste Management uses a proprietary web-based Knowledge Management Tool (KMT) called Green Pages to track and maintain all information related to the services provided in our municipal contracts. The Town will have customized pages within Green Pages that include local, contract-specific information such as available services, rates, collection schedules, maps, special events, and activities.

Since Green Pages is our go-to source for the Town-specific information, we regularly review and update any necessary changes to enhance the quality and delivery of information to our customers. As new, local programs are developed, the Green Pages are updated in real-time, which is critical for communicating special event information and emergency or weather related messaging.

Since Green Pages is accessible to all our CSRs nationwide, it also enables us to enlist backup support from other regional customer service centers in an emergency. Our experienced CSRs across the country can instantly access the Town's service related information, allowing Waste Management to provide consistent, accurate information during the most critical emergency situations.

Measuring Our Customer Service Performance

Waste Management strives to meet customer needs quickly and consistently by utilizing key performance metrics and detailed customer feedback to continuously improve call handling quality and customer satisfaction.

Key Performance Metrics

We monitor, measure, and coach key performance metrics to validate availability to service our customers when they have a need or problem to resolve. We benchmark world-class industry standards to set our goals:

- **Average Speed of Answer (ASA):** On average, we answer our customer calls in less than 45 seconds.
- **Call Abandon Rate (ABA):** Less than 5 percent of callers disconnect before their call is answered.
- **Average Call Handle Time (AHT):** On average, we've addressed our customers' needs in less than 5 minutes and 30 seconds. Our goal is to resolve every issue at the first point of contact and dedicate as much time as necessary to guarantee customer satisfaction.

Customer Insights - The Voice of Our Customers Matters

As part of our commitment to continuously keep our customers at the center of everything we do, we recently launched a new Voice of Our Customers (VOC) survey. The results from this survey provide our team with real-time, actionable feedback to improve service delivery.



Every month, we invite thousands of customers across the nation to complete the survey, either online or by phone. Our prior survey took seven to eight minutes on average to complete; the new user-friendly version only takes three to four minutes on average. We receive about 12,000 survey responses per month.

The survey initially focuses on core questions related to the customer's overall relationship with Waste Management, then expands into targeted questions regarding the customer's service experience with our company. This new survey provides us with unprecedented insights into our customers' service experience, needs, and priorities, which gives us the data we need to develop proactive solutions to not only meet but exceed their expectations every day.



Continuous Evaluation, Improvement, and Training

We do not stop with new hire training; Waste Management is committed to the continuous improvement and training of our customer service team. As our business progresses and the needs of our customers change, our leaders and CSRs receive continuing education about new and revised processes, coaching practices, and more.

Based on business needs, continuing education can be classroom or virtual training, web-based training, supervisor-led training or huddles, side-by-side call listening, peer mentoring, or coaching.

The following exercises help measure and improve the customer experience throughout the life of the contract by taking real-time data and experience to improve, coach, and train.

Accountability through Side-by-Side Monitoring. CSRs are monitored a minimum of four times per month. Side-by-side monitoring sessions provide immediate feedback on call handling. As part of that monitoring session, employees are evaluated on 72 talking points and scored on a scale of one to four.

Customer Service Scorecard. Each CSR receives a monthly evaluation of individual performance with actions and opportunities to develop and improve. The Scorecard is composed of four qualifying sections:

- Quality Assurance
- Resource Management
- Productivity
- Qualitative Professional Development

Independent Quality Monitoring

Waste Management employs an external company to monitor our customer service team performance. The analysts evaluate and assess representatives based on the same internal metrics used by our Customer Service Center management. We are able to capture additional, independent data points to help measure our performance.



Meetings and Action Plans. To maintain and improve our customer service standards, the customer experience team meets weekly to discuss any service issues, upcoming area initiatives or events, and to

review any potential opportunity for improving the overall customer experience. The team develops an action plan for continuous improvement.

Talent Central is an online learning portal with resources for drivers, CSRs, and all other Waste Management employees. It houses a series of service delivery and improvement training specifically for drivers. These modules are used for ongoing training and are created to address issues as they are observed in the field.

c. Describe your proposed timeline/schedule for the work plan, the time of major events and activities, and a description of deliverables.

Implementation Key Tasks and Timeline

Since WM is the Johnstown's incumbent hauler, we will be able to start service immediately. There will be no frustrations for the Town or your residents.

Implementation Tasks	Jun 2021	Jul 2021	Aug 2021	Sept 2021	Oct 2021	Nov 2021
Key Milestones						
Notice of award	✓					
Contract negotiations	✓	✓				
Council contract execution		✓				
Internal Waste Management implementation meetings	✓	✓	✓	✓		
Waste Management and Town staff implementation meetings		✓	✓	✓		
Contract start date				✓		
Operations						
Procurement of cart inventory			✓			
Procurement of new collection vehicles	Our fleet is tested, proven, in place, and ready to roll on day one.					
Develop cart and container swap schedule			✓			
Develop routes using existing routes where possible	Current routes will remain unchanged meaning no confusion or frustration for Johnstown residents.					
Creation of final route maps			✓			
Conduct cart transition			✓			

Implementation Tasks	Jun 2021	Jul 2021	Aug 2021	Sept 2021	Oct 2021	Nov 2021
Driver Recruitment and Training						
Conduct driver recruitment effort	All Waste Management drivers are in place, fully trained, and highly experienced with extensive knowledge of Johnstown.					
Customer Service						
Request and establish billing codes for commercial services			✓			
Update existing billing codes with new rates			✓			
Pre-implementation customer service training			✓			
Detailed new contract curriculum developed			✓			
Green Pages are updated to reflect contract changes			✓			
Management conducts small group CSR training on new contract terms and changes			✓			
New Green Pages content goes-live				✓		
Communications / Public Education						
Finalize strategic communications plan and attain Town approval			✓			
Promote implementation at scheduled community and council meetings (as requested)			✓	✓	✓	✓
Conduct media outreach with the Town			✓			
Continually update wm.com with key service info			✓			

Implementation Tasks	Jun 2021	Jul 2021	Aug 2021	Sept 2021	Oct 2021	Nov 2021
Design and distribute new contract Information Package			✓			

d. Discuss your ability to manage the work plan effectively and assure the successful fulfillment of its duties. Describe how your team will handle quality control.

Service Delivery Optimization is the Cornerstone of Our Operations

Waste Management focuses on four performance principles in all our operations: **Safety, Service, Savings, and Satisfaction**. To meet the goals of each of these principles, we use a comprehensive operations framework - Service Delivery Optimization (SDO) - to define, track, and measure every aspect of our operations to enable us to monitor for continuous improvement.

SDO is a marriage of technology and management to drive employee engagement, knowledge sharing, and accountability, which give all our team members the mindset to meet and exceed our customers' expectations. SDO was developed based on our extensive research of best practice operations from businesses with expertise in logistics, employee engagement, and service delivery. The system, which is unique to Waste Management, will help us meet the benchmarks set by the Town.

"Good reliable service."

- Customer ID: 759871
 (Johnstown Resident)
 February 17, 2021



SDO creates an environment that focuses on continuous improvement and provides metrics so we can coach everyone from our drivers to our district managers. The SDO mindset encourages all employees to communicate their setbacks as well as their successes, which helps them unleash their potential. While a setback means that something went wrong, it also offers an opportunity for improvement by figuring out why it happened, learning from it, and making changes to prevent it from happening in the future. Alternatively, when something goes right, we celebrate success to encourage repeat behavior and share best practices. Rather than seeing the success of others as a threat, we want our employees to consider their successes as inspiring and a source for learning.

By integrating technology and logistics management processes with the skills of our drivers, we improve safety, facilitate real-time accountability, set clearer expectations, and enhance employee communications, all of which ultimately maximize customer service and satisfaction.

Four Performance Principles

Safety Results for the Town

Safety is woven into SDO because safety is our core value. For example, every Wednesday, managers review videos from our trucks; on-board camera system, DriveCam®. If a manager notices a driver has, for instance, violated the requirement for a four-second following distance in traffic, our route managers role play a discussion with the driver. When the scenario is well-rehearsed, the managers and drivers review the footage together. The manager asks the driver to describe what they see, recall the rule on following distance, and explain why he or she was in violation. Next, the driver is asked how they will avoid repeating the mistake and commit to abiding by our four-second following distance. Through DriveCam and role playing, drivers are held accountable and are empowered to become better at what they do, which makes the Town a safer place to live, work, and play.

Service Results for the Town

SDO encourages drivers to share their thoughts with each other on how to provide better service. During their daily morning huddles, managers might show a brief video of garbage scattered in the street. Drivers are asked to come up with a daily nugget on service improvement. A recent example: "Leave it better than you found it." It is a win-win for the Town and Waste Management.

Savings Results for the Town

SDO helps us be consistent and efficient in our service delivery, which saves time wasted on returning to collect missed containers. All routes are carefully planned to adhere to a schedule and are typically handled by the same drivers from week to week. They know which customers need backyard collections, so they have fewer missed collections. Also, they know the streets, giving them insights into each route to provide the safest possible service delivery.

Customer and Employee Satisfaction

SDO has given us a highly trained team, yielded better performance, and increased driver satisfaction, which has reduced turnover. Because our entire operation is highly organized and predictable, drivers know what to expect. They will typically drive the same route. Their day runs smoothly. They get back to the hauling site on schedule. Drivers work as a team, using peer-to-peer advice to foster individual improvements that make the whole company stronger. If a recycle driver accidentally leaves spilled paper on a route, then the garbage driver who follows will call him to mention the problem. By keeping tabs on each other, drivers provide better service for the Town. Through SDO we actively engage with our drivers. Our drivers are our frontline employees, and their feedback from the streets is vital to meeting your performance expectations.

SDO Management Procedures

We take pride in providing exemplary service. To manage and track our performance, we utilize SDO as our proprietary best practices' management tool. If an issue does arise, our SDO management procedures are:

Service Metric	SDO Procedure	SDO Value
Safety	Safety metrics, both present and past, are summarized weekly and monthly. The report includes the total recordable injury rate (TRIR) and the vehicle accident rate report (VARR), which address injuries and accidents, respectively.	Our goal is to return every employee home safely to their family and friends at the end of every day. As part of SDO, we use established safety metrics to measure and manage our operational performance. Managers and drivers discuss these metrics at daily launches.
Missed pickups	Our operations team creates a report on a daily, weekly, and monthly basis. The results are posted by route and driver name in the drivers' meeting room to inform all our drivers where we are missing customers.	This creates transparency and peer-to-peer accountability. Our route managers actively engage with drivers regarding missed collections. Drivers also participate in coaching and mentoring their team members.
Noise and spills	We track noise and spill complaints through our customer service complaint log and report them to the Town as required.	Tracking noise and spill complaints gives our management team insight into incidents that need to be resolved before they become a nuisance for your community.
No can out percentage (NCO)	The daily NCO report tracks the percentage of a route that was reported as "no can out." This data helps to inform operational compliance and identify trends.	If the route is showing a high percentage of "no can out," route managers will conduct a "walk and talk" with our drivers on the route. High percentages of NCOs may signal missed collections, a situation requiring immediate correction.
Daily efficiencies dashboard	All efficiency data is combined into one daily dashboard report, including homes collected per hour based on each route's efficiency goal, total daily idle time by truck, and route sequence compliance (Plan vs. Actual).	To confirm we are routing for safety, service, and savings, our operations team meets every morning to review and discuss the daily dashboard and make route adjustments, if necessary.
Truck weights	This daily report lists the weight of every load from the previous day by truck.	The report enables the operations team to review truck weights to confirm they are within legal limits.

Service Metric	SDO Procedure	SDO Value
Fleet/maintenance reports	Every morning, we track the number of trucks that depart for collections versus those needing repair. This data is summarized weekly.	Route managers use this report to coach drivers on proper maintenance protocol. We need drivers to anticipate repairs to avoid disrupting collections.

SDO Drives Real Results

While the information we capture is critical to each aspect of our business, what sets Waste Management procedures apart is the automated integration of that information into all aspects of our operations. The data from our drivers not only provides task completion details, it is then automatically integrated throughout all Waste Management systems. Our significant investment in the technology that facilitates this provides the information we need for improved safety, timely and detailed service reporting, cost savings, and ultimately enhanced employee and customer satisfaction for the Town.

7 | EC #2: COMPANY AND PERSONNEL QUALIFICATIONS

a. Specify the professional staff that you would assign to the Town of Johnstown's account by name, title, and work location. Attach brief professional experience and qualifications for each. Identify each individual's roles and responsibilities.

We will continue to serve Johnston from our cutting edge Northern Colorado Hauling District. This District represents the best of the best in operational equipment, service technologies, and experienced team members. Our Northern Colorado Hauling District is made up of 120 highly trained and experienced team members, a 10-bay maintenance shop, 13 truck technicians, and an onsite container maintenance, welding, and paint shop. The following team members will perform the services described throughout our proposal.



Jeremy Bradley | District Manager

As District Manager of our Northern Colorado Hauling District, Jeremy oversees the day-to-day operations of the District. He provides leadership support to front-line managers for safety, operational, and service performance while also diagnosing and improving processes and procedures. Jeremy is also responsible for the District's overall service and budget performance.

He will continue to interact with Town staff to maximize customer satisfaction and improve service efficiency and the daily quality of contract services. During the implementation of the new Agreement, Jeremy will oversee the completion of all operational tasks.

Jeremy started his career at Waste Management as an Operations Management Trainee, where he supported our Arizona and New Mexico collection operations while learning to become a Route Manager. He was promoted to a Route Manager at our San Tan Hauling District in Mesa, Arizona, in 2014, where his primary responsibility was overseeing the residential line of business and our municipal contract with the City of Chandler. Jeremy also gained experience in roll off and commercial operations while working at San Tan Hauling. For a short period, Jeremy was stationed at our Butterfield Hauling District in Maricopa,

"The drivers go over and above to help out. They are careful not to spill trash. They take their time but move efficiently. We have been very satisfied since moving here. The drivers are always kind and courteous."

- Customer ID: 645043
(Johnstown Resident)
December 14, 2020

Arizona, where he managed his own site and gained insight into managing the business. In 2018, Jeremy was promoted to District Manager overseeing a region in Northern Arizona. Stationed out of Flagstaff, Arizona, he led an operation consisting of four hauling sites (Flagstaff, Kingman, Prescott, and Prescott Valley). Jeremy was promoted again in 2019 to be a District Manager for Northern Colorado. Jeremy currently leads a team of eight managers and three hauling sites in this region.



Matt Charles | District Fleet Maintenance Manager

As our District Fleet Maintenance Manager, Matt reviews the safety and reliability of our collection vehicles. Specifically, he oversees our vehicle maintenance shop, maintenance staff, and preventive maintenance programs.

Matt will be responsible for the ongoing procurement of vehicles required for the service of Johnstown collections. He will oversee repairs, inspections, scheduled maintenance, and cleanliness of Johnstown's collection vehicles.

Matt started his career with Waste Management in 2017 as a Fleet Supervisor. Not long after, he was promoted to the District Fleet Manager position, where he currently oversees Fleet operations for the entire district.



Ellie Reynolds | Area Public Affairs Manager

Ellie will continue to serve Johnstown by overseeing our implementation of the new Agreement. She will make sure all your needs and expectations are met. In addition to contract management, Ellie is a strong community citizen and will oversee the implementation of sustainability initiatives that support your program goals.

She will oversee the efforts of our team to verify that obligations, such as reporting, service verification, and education materials are delivered per the contract, law, and company policy. Ellie maintains knowledge about legislation, regulations, and local ordinances regarding our delivery of services. She will oversee all aspects of this Agreement and will work collaboratively with your staff to design and implement new services and programs in accordance with contractual requirements, changes in law, and your direction.



Vickie Gomes | Communications Specialist

Vickie collaborates with our partners to develop customized communication plans that drive awareness and engagement. She will be responsible for developing and executing a Johnstown-specific communications plan during the implementation of the new Agreement. In collaboration with your staff, Vickie will develop an updated communications plan each year to promote key messages that the right participation in your waste and recycling program.



Dustin Bicknell

Sr. Route Manager



Mike Sprenger

Sr. Route Manager



Mike Hess

Residential Route Manager

Dustin, Mike S., and Mike H. support the daily operation of our Northern Colorado Hauling District and our current operations in the Town. These route managers will continue to work closely with our Johnstown-dedicated drivers, assisting with morning launches, ensuring each vehicle is properly inspected at the beginning and conclusion of each route and monitoring drivers throughout their collection routes with a focus on safety and customer service. Also, they will work closely with the Town during the implementation of the new Agreement, helping to develop and test collection routes, and proactively addressing customers' unique site requirements and service requests.

Dustin started his career with Waste Management in 2017 as an Operations Management Trainee. By the end of the year, Dustin was promoted to a Route Manager in the business' commercial line. He has been able to focus his attention on improving the business to create a sustainable safety culture. Moving into the Senior Route Manager position, Dustin continues to work with his fellow peers to create a world-class operation.

Mike S. began his career as a Port-o-Let Driver in 1984 and advanced in his role to Route Manager and District Manager for Port-o-Let at our Denver North Hauling District through 2006. From 2007 to 2016, Mike was a Route Manager for three business lines overseeing daily operations at our Northern Colorado Hauling District. From 2016 to present, Mike has been leading as a Senior Route Manager for our Northern Colorado Hauling District and also manages our Estes Park Hauling Site.

Mike H. started his career with Waste Management in 2006 as a residential driver in Colorado Springs. For the next nine years, he worked in commercial collections, roll off, container delivery, and dispatch. In 2015, he was promoted to Route Manager at our Northern Colorado Hauling District, where he has successfully managed residential routes and assisted with other service areas for the last six years.

Unmatched Local, Regional, and National Resources for Johnstown

With our company as your partner, the Town will continue to receive more than simple collection services. You will have an ally with extensive local, regional, and national resources that give you peace of mind that your waste and recycling will be collected, transferred, processed, and disposed of, even during emergency and natural disaster situations. Collections will be managed using proven best practices in full compliance with all local, state, and federal regulations.

Local support: Within a two-hour drive of Johnstown, we have three other hauling districts. This means that if there is a need, we can redeploy equipment and people to the Town the same day. Having the ability to share resources within a small geographic area allows us to keep rates low and service your community without interruption.

Regional support: Our regional operations stretch along the front range to the eastern plains and the Western Slope. This allows our team to respond to regional events with seamless support. Needed containers, trucks, drivers, and managers can be requested from our area to support unusual events if ever needed. These resources can be deployed the same day.

National support: As the leading waste provider in North America, we can pull additional resources from our hauling districts throughout the nation in the event of an emergency or natural disaster.

b. An organizational staffing chart listing the specific staff employees who will be assigned to manage the Program.



c. Identify the person who would be the day-to-day contact for the Town.

The Town of Johnstown will continue to benefit from having three primary points of contact:

Contract Management	Scheduling	Immediate Operational Items
Ellie Reynolds Area Public Affairs Manager (719) 493-3916 ereynold@wm.com	Colorado Public Sector Team coutpss@wm.com	Jeremy Bradley District Manager (602) 471-3657 jbradle5@wm.com

d. How long has your company performed the services requested herein?

WM has been Johnstown's service partner for more than 10 years and has provided similar services throughout Colorado for 58 years.

e. Provide information for at least three accounts of similar scope. Include, at a minimum: 1) company name, 2) contact name, 3) phone number, 5) email address, 6) brief description of project scope and value, 7) status of project.

References – Don't Just Take Our Word for It

As a trusted environmental solutions partner for communities throughout Colorado, we know municipal customers, their needs, and their requirements better than any other company. We provide service for many of the Town's neighbors. We have included these customers in the following list of references. We encourage you to contact them so that you may learn firsthand about our excellent record of service with other customers.

Company Name	City of Fort Collins
Contact Name	Jim Pierce, Service Contract Supervisor
Phone Number	(970) 221-6592
Email Address	jipierce@fcgov.com
Project Scope	Commercial trash, recycling, and roll off collection services
Value	Approximately \$165K annually
Status of Project	Ongoing

Company Name	Town of Eaton
Contact Name	Scott Moser, Mayor
Phone Number	(970) 454-3338
Email Address	smoser@eatonco.org
Project Scope	Residential trash and recycling collection services and clean up events
Value	Approximately \$490K annually
Status of Project	Ongoing

Company Name	City of Loveland
Contact Name	Tyler Bandemer, Superintendent, Solid Waste Division
Phone Number	(970) 962-2609
Email Address	tyler.bandemer@cityofloveland.org
Project Scope	Recyclables processing
Value	Approximately \$500K annually
Status of Project	Ongoing

Company Name	Colorado State University
Contact Name	Greg Smith, Procurement Manager
Phone Number	(970) 491-2689
Email Address	gregory.smith@colostate.edu
Project Scope	Commercial trash, recycling, and roll off collection services
Value	Approximately \$130K annually
Status of Project	Ongoing

Company Name	City of Steamboat Springs
Contact Name	Jeff Nelson, Senior Facilities Supervisor
Phone Number	(970) 879-2060 ext. 479
Email Address	jnelson@steamboatsprings.net
Project Scope	Commercial trash, recycling, and roll off collection services
Value	Approximately \$100K annually
Status of Project	Ongoing

Company Name	University of Northern Colorado
Contact Name	Steven Abbath, Manager, Custodial Services
Phone Number	(970) 351-1975
Email Address	steven.abbath@unco.edu
Project Scope	Commercial trash, recycling, and roll off collection services
Value	Approximately \$105K annually
Status of Project	Ongoing

WM Loves Johnstown and Your Residents Love WM

As Johnstown's subscription recycling service provider, we have provided curbside recyclables collection and customer service for your community for many years. In addition to the quotes included throughout our proposal, following are Johnstown residents' customer comments that have been compiled from completed customer service surveys.

"Thanks for great service over the past 7 plus years."

- Customer ID: 923374 (Johnstown Resident), May 17, 2021

"On-time and consistent service. I have never had any problems with my service."

- Customer ID: 828878 (Johnstown Resident), March 29, 2021

"I am extremely pleased with my service. I have no complaints. Stay safe."

- Customer ID: 825467 (Johnstown Resident), March 25, 2021

"Our routine gentleman over our area if very friendly and kind and resourceful."

- Customer ID: 823286 (Johnstown Resident), March 24, 2021

"Great service."

- Customer ID: 796032 (Johnstown Resident), March 12, 2021

"Our drivers have always been friendly and professional. Hard workers!"

- Customer ID: 773856 (Johnstown Resident), February 22, 2021

"The gentlemen who pick up our stuff are so friendly. If I forget my recycle cans he checks with me to make sure. Absolutely amazing service! Great guys!"

- Customer ID: 748580 (Johnstown Resident), February 11, 2021

"We're pleased with the service we have received from you."

- Customer ID: 737611 (Johnstown Resident), February 5, 2021

"I appreciate that you always come on the day you are scheduled to come. I like the fact that you notify me when there is a change in the schedule for say a holiday."

- Customer ID: 680485 (Johnstown Resident), January 7, 2021

"Great drivers. Timely. If a garbage can has been knocked over, driver will take the time to clean up the mess."

- Customer ID: 661575 (Johnstown Resident), December 18, 2020

"Our WM staff who collect our weekly trash do an excellent job. We appreciate them."

- Customer ID: 651028 (Johnstown Resident), December 15, 2020

"The drivers do an excellent job of picking up our garbage and recycling. They are consistent and considerate. I have never had a problem with pickup."

- Customer ID: 645594 (Johnstown Resident), December 14, 2020

"Very reliable."

- Customer ID: 637523 (Johnstown Resident), December 9, 2020

"We have recently moved to our new home and never had Waste Management services before. We are so happy with our scheduling pick up day as well as you never forget about us to come the next day when a holiday or day off, please thank our driver, I wonder if we always have the same driver? Maybe someone can answer me. Thank you for your affordable services."

- Customer ID: 609369 (Johnstown Resident), November 19, 2020

“Your company and drivers have done an amazing job and service since we moved here in 2014, thank you!!!!”

- Customer ID: 601643 (Johnstown Resident), November 16, 2020

“I appreciate your workers, they are kind and considerate. They don't let my treasured recyclables go flying into the neighborhood. They put my trash can down gently, so it doesn't get cracked. And they smile and wave if I'm outside.”

- Customer ID: 586392 (Johnstown Resident), November 12, 2020

“The drivers are always courteous and wave to my grandchildren as we watch them take our trash cans. When something spills, they take the time to get out and pick it up themselves. Other companies would not do that at all.”

- Customer ID: 585421 (Johnstown Resident), November 12, 2020

“Appreciate the service. Thank you to the drivers and their service.”

- Customer ID: 584338 (Johnstown Resident), November 10, 2020

“I love Waste Management, don't usually have any issues and if I do and have to call and talk to someone they are always very helpful.”

- Customer ID: 570989 (Johnstown Resident), November 2, 2020

“Your drivers are awesome. Good people!”

- Customer ID: 569800 (Johnstown Resident), November 2, 2020

“Very professional, no trash left around, timely!”

- Customer ID: 531132 (Johnstown Resident), October 19, 2020

“Our WM is as reliable as the postal service - through rain, sleet, snow - and hot weather. If something falls out of the receptacle, they are kind enough to pick it up.”

- Customer ID: 518688 (Johnstown Resident), October 15, 2020

“Always timely and efficient.”

- Customer ID: 496162 (Johnstown Resident), September 23, 2020

“Drivers are the best! Always courteous and attentive to their jobs.”

- Customer ID: 493138 (Johnstown Resident), September 22, 2020

“We tend to really fill our trash can/recycle at times. If some falls while they are dumping the big cans in the truck, I have seen them on multiple occasions pick up what fell on the ground. I work from home now and it's nice to see them care when they could easily drive off.”

- Customer ID: 492845 (Johnstown Resident), September 22, 2020

“Drivers are polite.”

- Customer ID: 482062 (Johnstown Resident), September 19, 2020

“Always on time and easy to communicate with any time we have issues.”

- Customer ID: 464285 (Johnstown Resident), September 8, 2020

“Good service.”

- Customer ID: 454450 (Johnstown Resident), August 27, 2020

“All of the drivers are friendly and always waive if they see you in the yard!”

- Customer ID: 447834 (Johnstown Resident), August 25, 2020

“Always reliable.”

- Customer ID: 445324 (Johnstown Resident), August 24, 2020

“They are great, come on a regular schedule so I know when to have my trash out.”

- Customer ID: 424153 (Johnstown Resident), August 14, 2020

“Great employees.”

- Customer ID: 368334 (Johnstown Resident), July 13, 2020

“Drivers are very nice and professional.”

- Customer ID: 358603 (Johnstown Resident), July 7, 2020

“The men are very friendly my grandson loves them.”

- Customer ID: 318344 (Johnstown Resident), June 18, 2020

“Appreciate the emails to notify of schedule changes and very much appreciate the friendly, pleasant drivers.”

- Customer ID: 313661 (Johnstown Resident), June 15, 2020

“Our route drivers for both trash and recycle are excellent and very customer friendly.”

- Customer ID: 313334 (Johnstown Resident), June 15, 2020

“Great service.”

- Customer ID: 268147 (Johnstown Resident), May 15, 2020

“I appreciate the consistency of service and know for certain that you will be here when you say you will be here. I also appreciate the notifications you send to me.”

- Customer ID: 267211 (Johnstown Resident), May 15, 2020

“Drivers are polite and helpful and service is dependable. Also appreciate the notifications if service is delayed.”

- Customer ID: 245055 (Johnstown Resident), May 4, 2020

“Communication is very good. Have no complaints.”

- Customer ID: 421530 (Johnstown Resident), August 13, 2020

f. Describe the company's disaster recovery plan as it relates to the equipment, software, and personnel that would be used to provide the services described in this RFP.

There for You When You Need Us: Disaster and Emergency Response

Waste Management is always prepared to provide essential services to your community even in the event of an emergency such as a natural disaster, pandemic, extreme weather, or other unforeseen events.

Over the years, we have dealt with many kinds of service disruptions: hurricanes, super storms, floods, fires, earthquakes, and now pandemics - each requiring unique preparations associated with our planning and response to confirm a swift recovery.

In a time of crisis, pandemic, or disaster, collection of trash, debris, and recycling materials are central to the recovery and rebuilding of communities and businesses. To mitigate the impact of emergency events, and to speed up recovery, Waste Management has established national strategies and support systems to assist local operations.

The Waste Management Green Team is comprised of highly skilled drivers and technicians who can be deployed at any time to support local teams when crisis events occur. This group of professional employees has experience working in a variety of situations, including natural disasters and other situations where additional resources are needed to support local operations. Waste Management also has identified qualified drivers, technicians, and other employees who can be called upon to augment Green Team resources when needed.

When unforeseen circumstances have occurred, these contingencies have allowed Waste Management to continue to serve our customers with minimal interruption. Additionally, in the event of manmade or natural disasters such as tornados, floods, etc., special

Continuing Vital Environmental Services during the COVID-19 Pandemic



Despite the many challenges the COVID-19 pandemic has presented, we continue to provide essential services to communities while protecting the health and safety of our employees. In response to the pandemic, we developed a comprehensive response plan that includes:

- Equipping our frontline workers with personal protective equipment and instituting thorough cleaning, sterilizing, and social distancing procedures
- Shifting more than 19,000 employees to work from home without compromising customer service or operations
- Establishing a website detailing our response plan, with information and resources for customers (wm.com/us/en/COVID19)
- Utilizing our vast network of resources where we may have driver shortages or other needs

collections may be arranged with the Town to assist with cleanup efforts or other additional support when needed.

Each year, we review and update our disaster management plans, building on what we learn to improve our response. The COVID-19 pandemic this past year underscored the need for detailed plans for every type of disruption. In this case, deploying a team of drivers and workers to travel to affected areas was not feasible. Our planning efforts allowed for adjusting our services to meet our customers' and communities' needs. We responded quickly and decisively by keeping drivers on the road and customer service agents answering phones to ensure we continue to provide safe, essential environmental services to customers.

We are also committed to communicating clearly and consistently with employees and customers before, during, and after a disaster. While we may not be able to predict when or where natural disasters will occur, there is plenty we can do to prepare. Our goal is to remain ready to respond to these events as we always have, thanks to our employees' professionalism and compassion for one another and the communities in which they live.

Johnstown can count on Waste Management to be a nimble and reliable partner in the aftermath of any disaster or emergency. Our breadth of operations throughout North America, including 263 landfills, gives us the ability to readily mobilize drivers and trucks from other areas to provide continuity of service.

Call Center Contingencies

In the event of an outage at our regional Customer Service Center, our technology infrastructure allows calls to be routed to other centers throughout North America.

In the event the local disposal site is inaccessible or unable to take materials due to emergency or natural disaster, materials may be taken to other regional disposal locations pursuant to your approval.

Preparing for Disaster

It's clear that being prepared for disaster response is a critical element of providing world-class customer service and is essential for protecting the health and safety of the Town and surrounding communities. Therefore, Waste Management can work with Town staff to develop a disaster response and contingency plan specifically tailored to the operations that are part of an Agreement negotiated between our organizations. We will leverage and share our response experience from our operations throughout North America to include tried and true best practices as part of this plan.

Having a customized contingency plan specific to the Town and the services covered under our Agreement is essential for the continuity of your services during unforeseen circumstances. It will also help facilitate collaborative efforts between Waste Management and the Town to mitigate the threat to the health, safety, and welfare of your customers and employees.

In the event of a natural disaster in your community, Waste Management can work with you to provide storm debris or other cleanup services in accordance with FEMA guidelines. Storm debris and clean-up services would be subject to execution of a separate agreement for these emergency services.

The plan can define the roles and responsibilities of Waste Management and the Town concerning services during unforeseen circumstances - it will be alterable and adaptable to the specific circumstance at hand to prioritize public safety. It will take an approach to identifying the following hazards that may pose a delay to transport and disposal services:

- **Natural hazards:** Severe weather or pandemics
- **Human-caused events and hazards:** Fires, special events, civil disorder, or transportation accidents
- **Terrorist or crime scene incidents:** Bomb threats or attacks, sabotage, or hijacking

A catastrophic event can immediately overwhelm local, regional, and state emergency response capabilities. The region will need massive, rapid support from the federal government, other local governments, other states, and nonprofit and private-sector organizations. The effectiveness of the region's response will affect the long-term recovery of businesses, communities, and the economy.

In the event of an emergency, Waste Management can provide transfer and disposal solutions for the Town's solid waste at one of our regional disposal facilities.

8 | EC #3: VALUE/COST OF EFFORTS

a. Provide a cost for the services identified in Section II subsections B, D, E, F and H with products broken down per task identified under the Scope of Services.

Base Price Proposal

Program	Rate	Notes
Residential Trash		
96 Gallon	████	████
64 Gallon - Senior Rate	██	████
96 Gallon - Additional Cart - Billed Direct to Resident	██	████
Residential Recycle		
96 Gallon	██	████
96 Gallon - Additional Cart	██	████
Opt Out Fee	██	████
Residential Yard Waste		
96 Gallon - Billed Direct to Resident (March-November bill and service, min 300 homes, includes cart)	██	████
Residential Large Item/Bulk Waste Pickup		
Billed Direct to Resident	██	████
Town Sanctioned Events		
Spring Cleanup Event	█	████████████████
Curbside Christmas Tree Pick-Up	█	████████████████
Roll Off Waste and Recycling Containers for Special Events	████	████████████████ ██
Commercial Trash		
96 Gallon Containers for Town Locations listed in RFP	█	████████████████
3 Yard Dumpsters for Town Locations listed in RFP	█	████████████████
Commercial Recycle		
96 Gallon Containers for Town Locations listed in RFP	█	████████████████
3 Yard Dumpsters for Town Locations listed in RFP	█	████████████████
Roll Off Trash		
30 Cubic Yard Container	████	████████████████ ██

Alternate Price Proposal | Fully Automated (No Alley Service)

Program	Rate	Notes
Residential Trash		
96 Gallon	████	████
64 Gallon - Senior Rate	████	████
96 Gallon - Additional Cart - Billed Direct to Resident	████	████
Residential Recycle		
96 Gallon	████	████
96 Gallon - Additional Cart	████	████
Opt Out Fee	████	████
Residential Yard Waste		
96 Gallon - Billed Direct to Resident (March-November bill and service, min 300 homes, includes cart)	████	████
Residential Large Item/Bulk Waste Pickup		
Billed Direct to Resident	████	████
Town Sanctioned Events		
Spring Cleanup Event	██	████████████████
Curbside Christmas Tree Pick-Up	██	████████████████
Roll Off Waste and Recycling Containers for Special Events	████	████████████████ ██
Commercial Trash		
96 Gallon Containers for Town Locations listed in RFP	██	████████████████
3 Yard Dumpsters for Town Locations listed in RFP	██	████████████████
Commercial Recycle		
96 Gallon Containers for Town Locations listed in RFP	██	████████████████
3 Yard Dumpsters for Town Locations listed in RFP	██	████████████████
Roll Off Trash		
30 Cubic Yard Container	████	████████████████ ██

b. If using subcontractors or partners, list subcontractor or partner costs as separate items.

Pricing for cart delivery through our subcontractor FleetGenius (formerly known as Can DO! Services) is already built into our pricing as they are a WM partner for this service.

c. Fees must be a fixed price for the initial year of the Agreement term. Each subsequent year the Town will consider a base rate adjustment of no more than the annual increases in excess of the lesser of 3% or the Denver/Boulder CPI Consumer Price Index.

WM recommends a flat 3% annual increase to help the Town budget more efficiently and effectively with definitive price adjustments.

9 | CONCLUSION

WM is your longtime environmental solutions partner. We have provided waste and recycling management services to Johnstown for more than 10 years. You are familiar with our company, our team, and our professional approach over the long term, and we are excited about the opportunity to continue to work with you in managing your waste and recycling needs.

We believe this to be a significant contract for both Waste Management and the Town. As your long-term partner, we are strongly invested in your community and want to be your waste solutions provider of the future. We understand your priorities, the way you work, and what makes your community such a great place to live, work, and play. This makes us uniquely qualified to provide seamless services starting on day one of the new Agreement.

Our team is committed to strengthening our current relationship by continuing to provide high-quality, reliable service for the entire term of the Agreement. We have already shown ourselves to be a dependable partner in our current agreement. We have the resources to make needed adjustments, when necessary, to facilitate continued satisfaction for the Town and your residents.

Continuing a partnership with Waste Management will provide Johnstown with uninterrupted, reliable service delivery for an essential and highly regulated operation. There will be no transition period where costly mistakes and problems are most likely to occur, as our team is intimately familiar with your operations and has developed a strong working partnership with your staff. Our best-in-class operations along with our industry-leading safety and environmental practices will continue to give you peace of mind that your waste is being managed in full compliance with all regulatory requirements and standards.

Waste Management is dedicated to being the best environmental solutions partner for the Town of Johnstown now and in the future.

Why choose Waste Management?

For starters, we have an amazing

99.9%

pickup accuracy.

We are also a leading provider of integrated environmental solutions in North America.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 7, 2021

SUBJECT: 2021 Pavement Management Program Award

ACTION PROPOSED: Consider Awarding the Pavement Management Program to:

1. Andale Construction for HA5
2. A1 for Crack Seal prep ahead of HA5 Application
3. APEX for Seal Coat of Town Parking Lots

ATTACHMENTS:

1. Andale HA5 Proposal
2. Andale HA5 Sole Source Letter
3. HA5 Application Street Map
4. A1 Crack Seal Proposal
5. A1 Proposal Senior Center
6. Apex Proposal Senior Center
7. A1 Proposal Police Station
8. Apex Proposal Police Station

PRESENTED BY: Ellen Hilbig, Deputy Public Works Director

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to award three projects for the 2021 Pavement Management Program.

Project #1

A sole source award to Andale Construction for a pavement preventative maintenance treatment called HA5 or High-Density Mineral Bond. HA5 has been used in many communities across the front range and is new tool to add to Johnstown's preventative maintenance treatment tool box to extend the life of roadways. The application requires 24 hour closure and thorough communication plan with residents. Residents will be notified in advance by a mailer, posted message boards with project contact information, and door to door flyers. This project is a sole source due to the fact that this is the only company in Colorado that uses this product currently.

Andale provided a quote for \$281,329.40 to apply approximately 85 SY of HA5 on all streets in the Thompson Crossing neighborhood as well as Vinewood Way, Wildwood Way, Saddlewood Circle, Silverwood Drive, and Whisperwood Court streets in the Thompson River Ranch neighborhood. Andale also provides a 5 year warranty on the product to back the quality of the application.

Project #2

The award to A1 for Crack Seal application to prep the streets in advance of the HA5 application. Staff reached out to A1 and Apex Pavement Solutions to provide quotes to Crack Seal the street locations identified in Project 1 for HA5. A1 provided a price of \$2.40 per lb for a total of \$88,800 for Thompson

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

Crossing and \$28,560 for the Thompson River Ranch streets Vinewood Way, Wildwood Way, Saddlewood Circle, Silverwood Drive, and Whisperwood Court. Apex was unable to provide a quote in the time frame provided due to conflicting contract awards in Thornton and Timnath.

Project #3

The award to Apex Pavement Solutions for Seal Coat application at the Senior Center and Police Station parking lots. Staff reached out to A1 and Apex Pavement Solutions to provide quotes to Crack Seal, Slurry Seal and Restripe the parking lots. Apex Pavement Solutions came in with lower quoted prices for the senior center of \$5,570.40 and the police station for \$7,958.51. Comparatively A1 provided quotes for the senior center of \$7,619.20 and the police station for \$12,609.20.

Staff is anticipating to award an additional project at a later Council meeting in addition to the three projects noted above for the 2021 Pavement Management Program.

LEGAL ADVICE:

Utilize Professional Services Agreement

FINANCIAL ADVICE:

Staff budgeted \$600,000 to perform Pavement Management in the Town of Johnstown as part of the election to dedicate 0.5% sales and use tax towards the Streets & Alley Fund.

RECOMMENDED ACTION:

Staff recommends awarding the three projects to the vendors listed above for a total amount not to exceed \$412,218.51.

SUGGESTED MOTIONS:

For Approval

I move to authorize the Town Manager to sign the professional services agreements for the three projects identified, HA5, Crack Seal, and Seal Coat for the 2021 Pavement Management Program as presented for a total not to exceed \$412,218.51.

For Denial

I move to deny awarding the three Contracts and direct staff to continue to solicit bids for other pavement rehabilitation treatments.

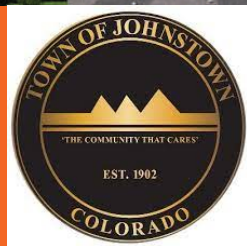
Reviewed and Approved for Presentation,



Town Manager



The City of Johnstown, CO
Partner in Pavement Preservation
Total Project size: 85,424 SY
Proposal for HDMB Project



Summary:

The highest return on investment (ROI) is achieved by installing HA5 - High Density Mineral Bond.

Performance is calculated to be two to three times longer compared to using seal coats and premium seal coats.

Beyond the preservation benefits that HA5 provides, residents experience less community intrusion as road closures are needed much less frequently.

Performance History of Surface Treatments:

The biggest items to focus on for preservation treatment are:

- » What will provide the maximum extension of pavement life per every dollar spent?
- » Validating a product's performance goes beyond pictures of black roads. Initially, all tools for pavement preservation turn a road black, but HA5 has proven to stop the infiltration of water and slowed down the overall oxidation process compared to other premium seal coats.



ANDALE
CONSTRUCTION

7700 N. Hayes Dr. | Valley Center, KS 67147
 Phone: (316) 832-0063 Fax: (316) 440-8810
www.andaleconstruction.com

Texas Office
 193 Welco Ln. Jourdan
 Phone: (505) 716-6851



Item #13.

HIGH DENSITY MINERAL BOND

INTRODUCTION

We pride ourselves on delivering products of paramount quality. We set ourselves apart by continuing to use advanced construction methods which reduces the cost to the customer and increased durability. We stand behind our final product and offer warranties unmatched in our industry! We have a well-rounded team that understands construction and how everyone on the job must work together as one to perform at a high level



Founded in 1972

IS Network™ contractor

Six-time Golden National
Award Winner

Over 1500 Successful
projects completed

Phone: (505) 716-6851

Website: andaleconstruction.com

INTRODUCTION

Integrated Pavement Solutions (IPS) produces HA5, one of the leading pavement preservation treatments for residential roadways. HA5 meets the rigid demands for High Density Mineral Bond installations for extending pavement life. This category in pavement management was established by agency engineers after evaluating the performance of installations over a 10 year period. Today HA5 has a track record of performance spanning 18 years.



Creator of HA5 High Density Mineral Bond

HA5 is now protecting over

600 million square feet of
roadways across **25 states**

The choice of over **200** public agencies and
hundreds of private communities
Research showing a remarkable **67%** delay in
age hardening of asphalt pavement

Phone: (435) 619-0575

Website: preserveasphalt.com

For more information visit:
www.HA5info.com/blog

Treatment Report HA5

Below are core samples taken from roadways comparing municipality specified, time-tested pavement preservation treatments. Look closely at each core. The HA5 core aesthetically looks to be the most desirable with the darkest surface. However, what the engineering community has identified is the darker color beneath the surface. This uncovers HA5's ability to retain the critical oils and resins that keep asphalt pavements flexible. **More flexibility results in pavements lasting longer with less cracking and other manifestations of deterioration.**

A report from the engineering firm Rosenberg & Associates, assessing a side by side of HA5 to a premium seal coat installation, found **9x less cracking** in the HA5 treated section compared to the premium seal coat treated section after a **4 year period**.

Core Sample Comparison (Cores taken from Mohave Desert region)



Slurry

Date Pavement Installed:
1999

Preservation:
Type II Slurry
Installed in 2007
(Cobblestone Drive)

Chip Seal

Date Pavement Installed:
1999

Preservation:
Chip Seal
Installed in 2008
(Boulder Springs Drive)

HA5

Date Pavement Installed:
1995

Preservation:
HA5 (High Density Mineral Bond)
Installed twice
beginning in 2002
(West Springs Drive)

KEYS TO PAVEMENT PRESERVATION:
The Right Treatment, on the Right Road, at the Right Time.



ANDALE CONSTRUCTION

7700 N. Hayes Dr. | Valley Center, KS 67147
Phone: (316) 832-0063 Fax: (316) 440-8810
www.andaleconstruction.com

Texas Office
193 Welco Ln. Jourdan, TX 78026
Phone (505) 716-6851

Item #13.

PROPOSAL		Date:	6/2/2021	Estimate:	1	
Partner in Pavement Preservation		Project Description		Project Location		
Johnstown, CO		High Density Mineral Bond - HA5 Installation		Johnstown, CO		
P.O. Number	Terms	Advisor	Region	State License #		
	Due upon completion	Ted Noe	CO			
Description			Quantity	U/M	Rate	Total
HA5 HIGH DENSITY MINERAL BOND: -- Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. -- No guarantee surface treatments will adhere to areas saturated with motor oil. -- HA5 meets demands of APWA (American Public Works Association) specification (Section 32 01 13.68 High Density Mineral Bond).			85,424	SY	\$ 3.10	\$ 264,814.40
Traffic Control			1	LS	\$ 5,850.00	\$ 4,875.00
Mobilization			1	LS	\$10,250.88	\$ 10,250.88
Citizen Notification			1	LS	\$ 962.00	\$ 962.00
PPE & Safety Equipment			1	LS	\$ 427.12	\$ 427.12
*Actual SY applied will be billed at the Unit Price Rate. This is not a Lump Sum Bid. *Pricing is based upon one mobilization for the project. *Projects that are broken up to be done over different time periods requiring multiple mobilizations would result in the project being priced based upon the tier of the square yardage for each scheduled project. *Excessively dirty roads will require separate cleaning fees. *Crews will follow mandates regarding COVID-19 and all equipment/shuttles will be properly sanitized throughout the project. *Tax will be charged unless Exemption Certificate is provided.						
TAX						
			Total:			\$ 281,329.40

PROPOSAL: Void 30 days from date listed on proposal. By signing this proposal (contract), I agree that Andale Construction Inc. may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply. Andale Construction Inc. is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval.

PAYMENT TERMS: Due Upon Completion (Completion by line item 'Progress Billing' and/or completion of project core) There may be concerns from Client following completion. Upon request, post-project walk-throughs may be scheduled to review concerns. Payment will still remain due upon invoice. Andale Construction Inc. is committed to client satisfaction and resolving concerns, though at times, this may be delayed.

LIEN: As the Client I agree to not withhold payment due to walk-through requests, cleaning, touch-up, or warranty concerns. I agree that if I demand to retain payment until warranty work or touch up is completed, the retainer will be a fixed amount of 5% of invoice, up to \$750.00. I agree that I may be billed as each line item is completed and each item may become their own respective invoice. I understand that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fee: up to 40%, and Client agrees to pay all fees accrued by collection efforts. These terms apply to all amount(s) incurred by me and for whom I have committed management responsibility, regardless of timing. Total Proposal price includes one mobilization. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include Certified Payroll unless stated otherwise.

INSURANCE: These insurance limits are listed by Andale Construction to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Andale Construction agrees to differing limits.
certificates available upon request.

GENERAL LIABILITY: \$1m (inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m **GUARANTEE:** One year guarantee on workmanship and product liability.

HIGH DENSITY MINERAL BOND

Proactive HOAs and Agencies have uncovered a strategy that saves them money while effectively preserving their pavement assets using HA5 High Density Mineral Bond.

- » *Smooth, Impermeable Surface*
- » *High Home Owner Acceptance*
- » *Unmatched Durability*

Prominent communities across the country who have transitioned to a longer lasting and more cost effective high density mineral bond installation include:



HOAs and Agencies in particular are trending away from the use of slurry and seal coats due to the much higher return on investment and longer lasting performance of HA5

(categorized as High Density Mineral Bond). HA5 enables communities to lower the life-cycle costs of pavement assets and reduce the amount of road closures.

- » *Lower & more predictable costs*
- » *Extends pavement life*
- » *Improved aesthetics and property values*
- » *No loose or grainy residue*
- » *Fewer premature failures*

May 20, 2021

To: City of Johnstown, CO
Attn: Ellen Hilbig

Subject: HA5 - Sole Source

Ms. Hilbig,

This letter serves as documentation that Andale Construction is the only approved contractor authorized and qualified by Integrated Pavement Solutions to install HA5 High Density Mineral Bond in the Colorado market.

HA5 High Density Mineral Bond is a sole source product and the only product meeting the rigorous specification of a High Density Mineral Bond established by engineering professionals.

Andale Construction has invested in all the necessary equipment and trained crews to successfully complete High Density Mineral Bond projects.

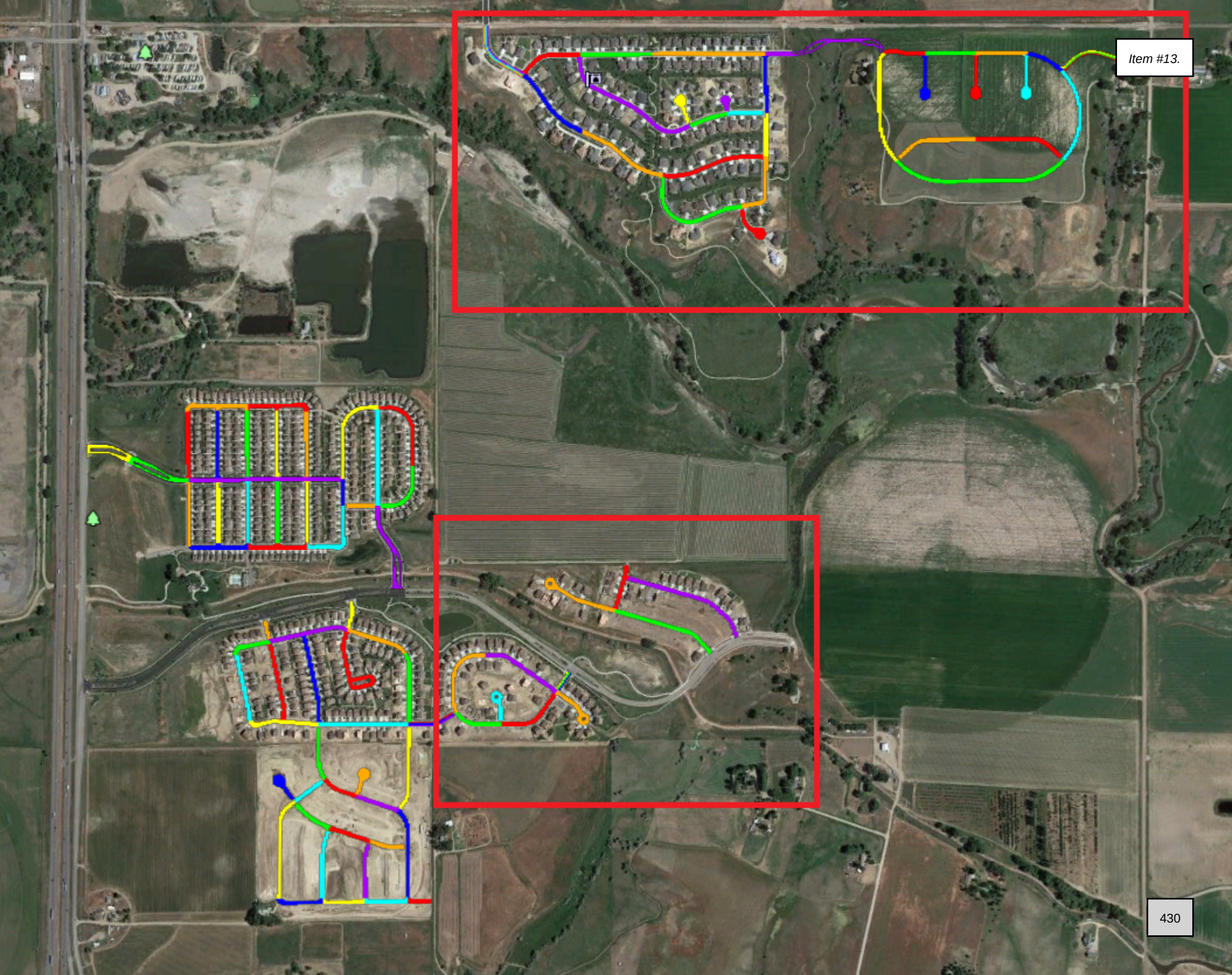
Why Sole Source? A High Density Mineral Bond requires specific emulsification properties processed with distinct components for time-tested performance results. The differentiator is the durability of the product and its effectiveness at reducing the deterioration of the asphalt binder as demonstrated over the previous 19 years in various climate types around the U.S.

If you would like a High Density Mineral Bond specification, or have questions about it, please contact me at (435) 862-8064.

Warm Regards,



Mark Beatty
Sr. Vice President
Integrated Pavement Solutions (IPS)



Item #13.


www.a-1chipseal.com

Customer	Attention	Date
Johnstown, Town of	Ellen Hilbig	06/29/21
P.O. Box 609	(970) 578-9619	Proposal #
Johnstown, CO 80534-	ehilbig@townofjohnstown.com	28970
Proposal for	Fax: (970) 587-0141	
Johnstown - Thompson Crossing & River Ranch - Johnstown		

Item#	Description	Qty/Unit	Unit Price	Total Price
Option# 1 Thompson Crossing Crackseal				
01	Crackseal Clean and fill cracks with hot pour rubberized crack sealer. *All cracks 1/4" or greater will be sealed unless otherwise specified. *SETTLING OF CRACK SEAL MATERIAL MAY OCCUR. BUT DOES NOT AFFECT PERFORMANCE. *ALLIGATORED AREAS WILL NOT BE CRACK SEALED.	37,000 LBS	\$2.40	\$88,800.00
Accepted _____				Total for Option# 1 \$88,800.00
Option# 2 River Ranch & Enclave Crackseal				
01	Crackseal Clean and fill cracks with hot pour rubberized crack sealer. *All cracks 1/4" or greater will be sealed unless otherwise specified. *SETTLING OF CRACK SEAL MATERIAL MAY OCCUR. BUT DOES NOT AFFECT PERFORMANCE. *ALLIGATORED AREAS WILL NOT BE CRACK SEALED.	11,900 LBS	\$2.40	\$28,560.00
Accepted _____				Total for Option# 2 \$28,560.00

Additional Charges If Required :

Item #13.

*This Proposal is based on one Mobilization.
*Additional mobilizations add \$2,500.00 each.

Notes:

*We cannot guarantee positive drainage on existing or proposed areas less than two percent (2%) fall/slope, consequently no warranty will be provided if these conditions exist.
*This work can be scheduled after receipt of signed contract.
*The signer of this contract serves as the authorized agent for the owner and binds the written contract to the owner.
*Pricing for this quotation is applicable for 30 days from date of quote.
*Final billing will be based on actual field measured quantities installed.
*Performance and Payment bond. Add 1% to total price if Bond is required.

Exclusions:

*All polymer-modified asphalt.
*Bonds, permits, testing, engineering, surveying, striping, utility adjustments.

See attached terms and conditions

Accepted by: _____ Date: _____ Estimator: John Parks

John Parks

Accepted by: _____ Date: _____

(720) 540-8288

Authorized Agent(s)

jparks@asphaltrepair.com

Phone: 303.464.9267 Fax: 303.464.9261

2505 E 74th Ave - Denver, CO 80229

A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.

Terms and Conditions

Item #13.

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the contractor has the power to modify the provisions hereof in any respect, that Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment to set forth in this Agreement, and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.

2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives successors, and assigns, where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor.

3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.

4. If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado and that venue for any dispute or litigation arising out of this Agreement shall be in Adams County, Colorado.

5. Any alteration or deviation from the specifications, including those directed by the Owner, construction lender and any public body, that involves extra cost (subcontract, labor, materials) will be executed only upon the parties entering into a written change order, which Contractor may or may not execute at its discretion. Owner hereby authorizes Contractor to make any such repairs and agrees to be responsible for the cost of any such repairs and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein.

6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation for expenses incurred when the Owner is in arrears in making progress payments.

7. Contractor will maintain worker's disability compensation insurance for his employees and comprehensive coverage liability insurance policies. Owner to carry insurance against fire, tornado, hail, vandalism and other casualty losses.

8. Contractor may substitute materials without notice to the owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.

9. Contractor shall not be responsible for underlying materials of the pavement.

10. The parties agree that in the event of breach of any warranty, either expressed or implied, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages either direct or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, crack filler, tar, etc.), caused by others besides employees, regardless of whether such damage occurs or is worsened during the performance of the job.

11. Any warranty, express or implied, is void if contract is not paid in full.

12. If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable lien laws.

13. In the event the amount of Contract is not paid within 30 days from completion, the account shall be in default. The acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs of expenses incurred in the collection of the defaulted account, or in any part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account, or in part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account will bear interest at the rate of 1-1/2% per month, not to exceed 18% per year and not to exceed the maximum rate permitted by law, on the unpaid balance.

14. Owner agrees to indemnify and hold harmless the Contractor and its agents, managers, directors, officers and employees from and against claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement, including claims relating to damages caused by other tradesman and claims related to environmental laws and hazardous materials, except to the extent that such damage, loss or expense is due to the gross negligence or willful misconduct of the party seeking indemnity.

15. This contract shall become binding when signed by all parties and the authorized office of the Contractor. Owner agrees that upon cancellation before work is started, or before material is delivered on the job, to be liable for 15% of gross amount of contract for restocking fees. Owner is liable for the full amount of contract in the event they cancel contract after work has started.

16. If contract is completed except for the installation of the striping, then the Owner shall only have the right to hold 10% of the Contract price until that part of the work is completed.

17. Any notice required or permitted under this Agreement may be given certified or registered mail at the addresses contained in the Agreement.

18. Owner further agrees that the equity in this property is security in this Contract. This Contract shall become binding only upon written acceptance hereof by the Contractor or by an authorized Agent of the contractor, or upon commencement of the work.

19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.

20. The proposal will expire within 90 days from date unless extended in writing by the company. After 90 days, we reserve the right to revise our price in accordance with costs in effect at that time.



Crackseal Locations



APEX PAVEMENT SOLUTIONS, LLC
 607 10TH Street, Suite 207
 Golden, Colorado 80401



Asphalt & Concrete Installation, Repair and Maintenance
CONTRACT

OFFICE PHONE: 303-273-1417
 Fax Number: 303-216-0565
 Website: www.apexpvmt.com
 Email: QLarkin@apexpvmt.com

Item #13.

Proposal submitted to: _____ Date: 3/1/2021
 Name: Town of Johnstown Contact: Don Gardner Phone: 970-587-0141
 Address: P.O. Box 609 Johnstown CO 80534 Email: dgardner@townofjohnstown.com Cell # 970-534-0247

APEX PAVEMENT SOLUTIONS agrees to furnish all materials for the work specified below on premises located:
 Job Name and Address: Johnstown Police Dept. 430 S Parish Ave. Johnstown
 APEX PAVEMENT SOLUTIONS Representative: **Quinten Larkin** Cell ph. (970)889-3280 Email: QLarkin@apexpvmt.com

We hereby submit specifications and estimates for: Proposal # 21-050

ITEM #	Description	Quantity/ Unit	Unit Price	Total
	CRACK SEALING - Field & Transition Cracks	980 lbs	2.4	2,352.00
	Clean all cracks 1/4" or wider with compressed air			
	Crack Seal specified linear feet of cracks with hot pour rubberized crack sealer.			
	Apply Glenzoiil or sand aggregate sealant to crack sealed areas to prevent tracking if needed			
	Transition crack seal (concrete to asphalt) joints will not be sealed unless otherwise stated.			
	SETTLING OF CRACK SEAL MATERIAL MAY OCCUR, BUT DOES NOT AFFECT PERFORMANCE.			
	ALLIGATORED AREAS WILL NOT BE CRACK SEALED. INFRARED PATCHING IS RECOMMENDED IN THESE AREAS.			
	SEALCOAT - (2) Coat Spray Ultraseal Type II	29,509 sf	0.019	5,606.71
	Area to be sealcoated will be cleaned with push blowers and wire brooms.			
	Prime oil spots where applicable. Sealcoat will not adhere to heavily saturated oil spots.			
	Infrared patching is recommended in these areas to ensure adherence of sealcoat.			
	Seal coat parking lot with Ultraseal Type II Sealcoat emulsion			
	Sand aggregate for traction to be added by manufacturer @ 3lbs per gallon before application.			
	Sealcoat will take approximately 1 day(s).			
	*Pricing includes striping per existing color & layout.			
Total (Labor and Materials)				\$7,958.71
Payment is due upon completion of work.				

CUSTOMER RESPONSIBILITY:

- | | |
|--|--|
| * Irrigation Shut Off 24 hours prior to work & 36 hours after completion | * Tenant Notification, |
| * Towing of Vehicles and fees related | * Scheduling of Deliveries and Trash Removal |
| * Security for Vandalism | * Infrared trucks heat above 300 degrees, remove heat sensitive items within |
| * Customer is responsible for any exclusions listed on quote if required or unless otherwise noted | a 3 ft. perimeter of work area |

SPECIFICALLY EXCLUDED FROM THIS QUOTATION ARE THE FOLLOWING:

- | | |
|--|--|
| * Engineering, Bonds, Inspections, Testing | * Surveying and grade staking |
| * Weather Protection | * Permits and Permit fees |
| * All polymer-modified asphalt | * Traffic Control Fees and implementation. |
| * Towing of Vehicles | * Tenant Notification |
| * Dewatering | * Utility Adjustments |
| * Storm water management plan or implementation. | * Erosion control implementation. |
| * Prime coat | * Security for Vandalism |
| * Curb Painting | * Epoxy Traffic paint |

Submitted by:
 By: Quinten Larkin
 Quinten Larkin APEX PAVEMENT SOLUTIONS, LLC.
 E-mail: QLarkin@apexpvmt.com

Accepted by: _____
 Authorized Party, CUSTOMER/PURCHASER (Date)
 By signing Page 1 of this contract, I also acknowledge that I have reviewed and understand the additional Terms and Conditions contained on Page 2 of this contract. Page 1 of 2



Asphalt & Concrete Installation, Repair and Maintenance
CONTRACT TERMS AND CONDITIONS

Apex Pavement Solutions, LLC hereinafter referred to as 'Apex' or 'Contractor'

Effective: 8/1/2017

Customer/Purchaser or Owner hereinafter referred to as 'Customer'

1. This Contract including the terms and conditions that follow, supersedes any prior understanding or Agreement between the parties.
2. Any representation not specified in this Contract is waived. No representative of the Contractor, Apex Pavement Solutions, LLC (APEX), has the authority to modify this Agreement in any form.
3. Any modifications or amendments to this Contract shall be in writing and signed by both an authorized Agent of APEX and the CUSTOMER.
4. APEX provides a one (1) year warranty on workmanship and materials on all items contained in this Contract, unless noted otherwise in this Agreement.
5. APEX cannot guarantee drainage on existing, or proposed, areas with a slope of less than 2%.
6. The parties agree that in the event of breach of warranty, the liability of APEX shall be limited to the costs of replacing the defective work.
7. APEX will have no liability for any damage to the structure, or its contents, floors, carpets, concrete or walkways resulting from tracking of materials (sealcoat, crack seal, asphalt, tar or concrete) if caused by others not related to, or by, employees of APEX.
8. APEX is not liable or responsible in any way for unforeseen conditions including but not limited to wrongly marked utilities or abandoned utilities, unstable subgrade, vegetation, or frost in the subgrade. APEX will notify CUSTOMER immediately if unforeseen conditions are encountered and provide recommendations for resolution.
9. APEX is not responsible for damage caused by; vandalism, de-icing agents, scarring or marking of completed work unless such damage is directly caused by APEX employees/equipment.
10. APEX is not liable for normal wear and tear nor bodily injury from normal wear and tear of product/work.
11. All warranties are void if the Contract is not paid in full and on-time.
12. If payment under this Contract is not made when due, APEX may suspend any or all work on the job.
13. Any failure to make payment under this Contract is subject to a lien claim to be enforced upon the property according to current lien laws.
14. APEX shall not be liable for delays or damages resulting from causes beyond APEX control, including: acts of God, severe weather, public disturbances, materials/ supply shortages and/or delays, subcontractor or labor shortages.
15. CUSTOMER is responsible for making notification to concerned parties, such as; tenants, renters, residents, etc. of schedule of the work to assure work area is available for work to be completed per Contract.
16. If any provisions of this agreement are modified by statute or declared invalid the remaining provisions shall remain in effect to the greatest extent possible.
17. The CUSTOMER and APEX agree that this Contract will be governed by the laws of the state of Colorado, irrespective of any conflict of legal provisions, and that venue for any dispute or litigation shall be only in Jefferson County, Colorado.
18. APEX will maintain current worker's compensation insurance for its employees and comprehensive coverage insurance policies.
19. In the event the amount of this Contract is not paid in full at 31 days from completion the account shall be in default, unless other specific arrangements are agreed upon with an APEX officer.
20. The CUSTOMER agrees to hold APEX harmless from any costs or expenses incurred in the collection of payment on this account including, but not limited to, collection fees, attorney's fees, court costs, etc. CUSTOMER further agrees the defaulted account, and any part thereof, shall bear interest at 1.5% per or 18% per annum, on all unpaid balances.
21. This Contract shall become binding when signed by APEX representative and CUSTOMER.
22. Email authorization and electronic signature by the CUSTOMER is accepted as binding by APEX.
23. CUSTOMER, by entering into a contract with APEX, agrees to allow APEX personnel and equipment to access it's property including pre-job, job execution, post-job inspections/warranty work/work disputes, through and including until final payment is made to APEX.
24. Proposal and prices quoted are guaranteed for 30 days. Signed contracts: After 30 days APEX reserves the right to adjust pricing.
25. The Contractor and Customer/Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes: 1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and 2. damages incurred by the Contractor for principal office expenses including personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This mutual waiver is applicable without limitation, to all consequential damages due to either party's termination.

Additional Notes

- * The Infrared (IR) trucks heat above 300 degrees, anything within three (3) feet of the IR truck has the potential for heat or fire damage. Apex is not responsible for any damage to property as a result of IR services. It is the Customer's responsibility to safeguard its property/assets accordingly.
- * All services are weather permitting.
- * This work is priced for weekdays only-unless otherwise noted on quote. If weekend or night work is required, call for price adjustment.
- * Ground to air temperature should be min 50/50 24 hour period for best results and lasting adherence.
- * Vehicles, scheduling of deliveries and trash removal trucks are required to be removed from work area to accommodate work, and allow for proper cure time for the product installed in the work area.
- * If Apex must truck over existing asphalt and/or concrete to complete the work Apex shall not be held liable or responsible for damage to existing lot or pavement/concrete due to required trucking.
- * Apex cannot guarantee pavement surface treatments or traffic paint adherence between October 1st and April 1st, any year, if surface temperatures are not within manufacturer product specifications.

APEX PAVEMENT SOLUTIONS, LLC
607 10TH Street, Suite 207
Golden, Colorado 80401



Asphalt & Concrete Installation, Repair and Maintenance
CONTRACT

OFFICE PHONE: 303-273-1417
Fax Number: 303-216-0565
Website: www.apexpvmt.com
Email: QLarkin@apexpvmt.com

Item #13.

Proposal submitted to: _____ Date: 3/1/2021
Name: Town of Johnstown Contact: Don Gardner Phone: 970-587-0141
Address: P.O. Box 609 Johnstown CO 80534 Email: dgardner@townofjohnstown.com Cell # 970-534-0247

APEX PAVEMENT SOLUTIONS agrees to furnish all materials for the work specified below on premises located:

Job Name and Address: Johnstown Senior Center 101 Charlotte Street Johnstown

APEX PAVEMENT SOLUTIONS Representative: Quinten Larkin Cell ph. (970)889-3280 Email: QLarkin@apexpvmt.com

We hereby submit specifications and estimates for: Proposal # 21-050

ITEM #	Description	Quantity/ Unit	Unit Price	Total
	CRACK SEALING - Field & Transition Cracks	850 lbs	2.4	2,040.00
	Clean all cracks 1/4" or wider with compressed air Crack Seal specified linear feet of cracks with hot pour rubberized crack sealer. Apply Glenzoiil or sand aggregate sealant to crack sealed areas to prevent tracking if needed Transition crack seal (concrete to asphalt) joints will not be sealed unless otherwise stated. SETTLING OF CRACK SEAL MATERIAL MAY OCCUR, BUT DOES NOT AFFECT PERFORMANCE. ALLIGATORED AREAS WILL NOT BE CRACK SEALED. INFRARED PATCHING IS RECOMMENDED IN THESE AREAS.			
	SEALCOAT - (2) Coat Spray Ultraseal Type II	14,710 sf	0.24	3,530.40
	Area to be sealcoated will be cleaned with push blowers and wire brooms. Prime oil spots where applicable. Sealcoat will not adhere to heavily saturated oil spots. Infrared patching is recommended in these areas to ensure adherence of sealcoat. Seal coat parking lot with Ultraseal Type II Sealcoat emulsion Sand aggregate for traction to be added by manufacturer @ 3lbs per gallon before application. Sealcoat will take approximately 1 day(s). *Pricing includes striping per existing color & layout.			
Total (Labor and Materials)				\$5,570.40
Payment is due upon completion of work.				

CUSTOMER RESPONSIBILITY:

- | | |
|--|---|
| * Irrigation Shut Off 24 hours prior to work & 36 hours after completion | * Tenant Notification, |
| * Towing of Vehicles and fees related | * Scheduling of Deliveries and Trash Removal |
| * Security for Vandalism | * Infrared trucks heat above 300 degrees, remove heat sensitive items within a 3 ft. perimeter of work area |
| * Customer is responsible for any exclusions listed on quote if required or unless otherwise noted | |

SPECIFICALLY EXCLUDED FROM THIS QUOTATION ARE THE FOLLOWING:

- | | |
|--|--|
| * Engineering, Bonds, Inspections, Testing | * Surveying and grade staking |
| * Weather Protection | * Permits and Permit fees |
| * All polymer-modified asphalt | * Traffic Control Fees and implementation. |
| * Towing of Vehicles | * Tenant Notification |
| * Dewatering | * Utility Adjustments |
| * Storm water management plan or implementation. | * Erosion control implementation. |
| * Prime coat | * Security for Vandalism |
| * Curb Painting | * Epoxy Traffic paint |

Submitted by:

By: Quinten Larkin
Quinten Larkin APEX PAVEMENT SOLUTIONS, LLC.
E-mail: QLarkin@apexpvmt.com

Accepted by:

Authorized Party, CUSTOMER/PURCHASER

(Date)

By signing Page 1 of this contract, I also acknowledge that I have reviewed and understand the additional Terms and Conditions contained on Page 2 of this contract.

Page 1 of 2

437



Asphalt & Concrete Installation, Repair and Maintenance
CONTRACT TERMS AND CONDITIONS

Apex Pavement Solutions, LLC hereinafter referred to as 'Apex' or 'Contractor'

Effective: 8/1/2017

Customer/Purchaser or Owner hereinafter referred to as 'Customer'

1. This Contract including the terms and conditions that follow, supersedes any prior understanding or Agreement between the parties.
2. Any representation not specified in this Contract is waived. No representative of the Contractor, Apex Pavement Solutions, LLC (APEX), has the authority to modify this Agreement in any form.
3. Any modifications or amendments to this Contract shall be in writing and signed by both an authorized Agent of APEX and the CUSTOMER.
4. APEX provides a one (1) year warranty on workmanship and materials on all items contained in this Contract, unless noted otherwise in this Agreement.
5. APEX cannot guarantee drainage on existing, or proposed, areas with a slope of less than 2%.
6. The parties agree that in the event of breach of warranty, the liability of APEX shall be limited to the costs of replacing the defective work.
7. APEX will have no liability for any damage to the structure, or its contents, floors, carpets, concrete or walkways resulting from tracking of materials (sealcoat, crack seal, asphalt, tar or concrete) if caused by others not related to, or by, employees of APEX.
8. APEX is not liable or responsible in any way for unforeseen conditions including but not limited to wrongly marked utilities or abandoned utilities, unstable subgrade, vegetation, or frost in the subgrade. APEX will notify CUSTOMER immediately if unforeseen conditions are encountered and provide recommendations for resolution.
9. APEX is not responsible for damage caused by; vandalism, de-icing agents, scarring or marking of completed work unless such damage is directly caused by APEX employees/equipment.
10. APEX is not liable for normal wear and tear nor bodily injury from normal wear and tear of product/work.
11. All warranties are void if the Contract is not paid in full and on-time.
12. If payment under this Contract is not made when due, APEX may suspend any or all work on the job.
13. Any failure to make payment under this Contract is subject to a lien claim to be enforced upon the property according to current lien laws.
14. APEX shall not be liable for delays or damages resulting from causes beyond APEX control, including: acts of God, severe weather, public disturbances, materials/ supply shortages and/or delays, subcontractor or labor shortages.
15. CUSTOMER is responsible for making notification to concerned parties, such as; tenants, renters, residents, etc. of schedule of the work to assure work area is available for work to be completed per Contract.
16. If any provisions of this agreement are modified by statute or declared invalid the remaining provisions shall remain in effect to the greatest extent possible.
17. The CUSTOMER and APEX agree that this Contract will be governed by the laws of the state of Colorado, irrespective of any conflict of legal provisions, and that venue for any dispute or litigation shall be only in Jefferson County, Colorado.
18. APEX will maintain current worker's compensation insurance for its employees and comprehensive coverage insurance policies.
19. In the event the amount of this Contract is not paid in full at 31 days from completion the account shall be in default, unless other specific arrangements are agreed upon with an APEX officer.
20. The CUSTOMER agrees to hold APEX harmless from any costs or expenses incurred in the collection of payment on this account including, but not limited to, collection fees, attorney's fees, court costs, etc. CUSTOMER further agrees the defaulted account, and any part thereof, shall bear interest at 1.5% per or 18% per annum, on all unpaid balances.
21. This Contract shall become binding when signed by APEX representative and CUSTOMER.
22. Email authorization and electronic signature by the CUSTOMER is accepted as binding by APEX.
23. CUSTOMER, by entering into a contract with APEX, agrees to allow APEX personnel and equipment to access it's property including pre-job, job execution, post-job inspections/warranty work/work disputes, through and including until final payment is made to APEX.
24. Proposal and prices quoted are guaranteed for 30 days. Signed contracts: After 30 days APEX reserves the right to adjust pricing.
25. The Contractor and Customer/Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes: 1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and 2. damages incurred by the Contractor for principal office expenses including personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This mutual waiver is applicable without limitation, to all consequential damages due to either party's termination.

Additional Notes

- * The Infrared (IR) trucks heat above 300 degrees, anything within three (3) feet of the IR truck has the potential for heat or fire damage. Apex is not responsible for any damage to property as a result of IR services. It is the Customer's responsibility to safeguard its property/assets accordingly.
- * All services are weather permitting.
- * This work is priced for weekdays only-unless otherwise noted on quote. If weekend or night work is required, call for price adjustment.
- * Ground to air temperature should be min 50/50 24 hour period for best results and lasting adherence.
- * Vehicles, scheduling of deliveries and trash removal trucks are required to be removed from work area to accommodate work, and allow for proper cure time for the product installed in the work area.
- * If Apex must truck over existing asphalt and/or concrete to complete the work Apex shall not be held liable or responsible for damage to existing lot or pavement/concrete due to required trucking.
- * Apex cannot guarantee pavement surface treatments or traffic paint adherence between October 1st and April 1st, any year, if surface temperatures are not within manufacturer product specifications.



Customer	Attention	Date
Johnstown, Town of	Don Gardner	05/04/21
P.O. Box 609	(970) 534-0247	Proposal #
Johnstown, CO 80534-	dgardner@townofjohnstown.com	28682
Proposal for	Fax: (970) 587-0141	
Johnstown Senior Center - 101 Charlotte St. - Johnstown		

Item#	Description	Qnty/Unit	Unit Price	Total Price
Option# 1 Seal Coat Parking Lot				
01	Crackseal Clean and fill cracks with hot pour rubberized crack sealer. *Transition crack seal (concrete to asphalt) joint will not be sealed unless otherwise stated. *All cracks 1/4" or greater will be sealed unless otherwise specified. *SETTLING OF CRACK SEAL MATERIAL MAY OCCUR. BUT DOES NOT AFFECT PERFORMANCE. *ALLIGATORED AREAS WILL NOT BE CRACK SEALED.	1,600 LF	\$1.50	\$2,400.00
02	PM Sealer (Two Full Dried Coats) Polymer Modified Sealer is a high performance mineral reinforced asphalt emulsion blended with polymers. It is a unique formulation that allows for application at full strength without the additional dilution of water. *Existing pavement will be cleaned and oil spots will be primed where applicable. *Any failed areas should be repaired prior to sealing otherwise alligatored areas and water ponding may occur. *Sealer will not adhere to heavily saturated oil spots, Infrared patching is recommended in these areas to ensure adherence of sealer. *Crack seal approximately 1,600 lineal feet. *Pavement sealer will take approximately two days. CUSTOMER RESPONSIBILITY: *Sprinklers must be turned off for 24 hours before and after work for proper adhesion of sealer. *Vehicles need to be removed prior to our arrival. *If removal is going to be done the day of the work customer needs to make arrangements to have vehicles moved. *No use of parking lot for a minimum 24 hours after work is complete. *Schedule all deliveries / Trash pickup accordingly.	18,640 SF	\$28	\$5,219.20
		Accepted_____	Total for Option# 1	\$7,619.20

Option# 2 Infrared Patchwork				
01	Infrared Patchwork Repair potholes and damaged asphalt using the infrared method of asphalt pavement patching. These areas are marked onsite with fluorescent marking paint. (Each infrared patch repair is approx. 5'x7') The infrared process includes: *Clean the damaged areas of all dirt and debris. *Heat the asphalt to a working temp of 300 F by the infrared process. *Rake heated area and remove any deteriorated asphalt. *Add new asphalt *Compact with a vibratory roller. *Clean-up.	190 EA	\$82.50	\$15,675.00
		Accepted_____	Total for Option# 2	\$15,675.00

Additional Charges If Required :

Item #13.

*This Proposal is based on one Mobilization.
*Additional mobilizations add \$700.00 each.

Notes:

*We cannot guarantee positive drainage on existing or proposed areas less than two percent (2%) fall/slope, consequently no warranty will be provided if these conditions exist.
*This work can be scheduled after receipt of signed contract.
*The signer of this contract serves as the authorized agent for the owner and binds the written contract to the owner.
*Pricing for this quotation is applicable for 30 days from date of quote.
*Final billing will be based on actual field measured quantities installed.
*Due to current unstable oil markets the price of asphalt may change at time of paving.
*Any changes will be documented by AC supplier and a direct price increase will apply.
*Performance and Payment bond. Add 1% to total price if Bond is required.

Exclusions:

*All polymer-modified asphalt.
*Bonds, permits, testing, engineering, surveying, utility adjustments.

See attached terms and conditions

Accepted by: _____ Date: _____ Estimator: John Parks

John Parks

Accepted by: _____ Date: _____

(720) 540-8288

Authorized Agent(s)

jparks@asphaltrepair.com

Phone: 303.464.9267 Fax: 303.464.9261

2505 E 74th Ave - Denver, CO 80229

A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.

Terms and Conditions

Item #13.

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the contractor has the power to modify the provisions hereof in any respect, that Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment to set forth in this Agreement, and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.

2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives successors, and assigns, where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor.

3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.

4. If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado and that venue for any dispute or litigation arising out of this Agreement shall be in Adams County, Colorado.

5. Any alteration or deviation from the specifications, including those directed by the Owner, construction lender and any public body, that involves extra cost (subcontract, labor, materials) will be executed only upon the parties entering into a written change order, which Contractor may or may not execute at its discretion. Owner hereby authorizes Contractor to make any such repairs and agrees to be responsible for the cost of any such repairs and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein.

6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation for expenses incurred when the Owner is in arrears in making progress payments.

7. Contractor will maintain worker's disability compensation insurance for his employees and comprehensive coverage liability insurance policies. Owner to carry insurance against fire, tornado, hail, vandalism and other casualty losses.

8. Contractor may substitute materials without notice to the owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.

9. Contractor shall not be responsible for underlying materials of the pavement.

10. The parties agree that in the event of breach of any warranty, either expressed or implied, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages either direct or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, crack filler, tar, etc.), caused by others besides employees, regardless of whether such damage occurs or is worsened during the performance of the job.

11. Any warranty, express or implied, is void if contract is not paid in full.

12. If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable lien laws.

13. In the event the amount of Contract is not paid within 30 days from completion, the account shall be in default. The acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs of expenses incurred in the collection of the defaulted account, or in any part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account, or in part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account will bear interest at the rate of 1-1/2% per month, not to exceed 18% per year and not to exceed the maximum rate permitted by law, on the unpaid balance.

14. Owner agrees to indemnify and hold harmless the Contractor and its agents, managers, directors, officers and employees from and against claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement, including claims relating to damages caused by other tradesman and claims related to environmental laws and hazardous materials, except to the extent that such damage, loss or expense is due to the gross negligence or willful misconduct of the party seeking indemnity.

15. This contract shall become binding when signed by all parties and the authorized office of the Contractor. Owner agrees that upon cancellation before work is started, or before material is delivered on the job, to be liable for 15% of gross amount of contract for restocking fees. Owner is liable for the full amount of contract in the event they cancel contract after work has started.

16. If contract is completed except for the installation of the striping, then the Owner shall only have the right to hold 10% of the Contract price until that part of the work is completed.

17. Any notice required or permitted under this Agreement may be given certified or registered mail at the addresses contained in the Agreement.

18. Owner further agrees that the equity in this property is security in this Contract. This Contract shall become binding only upon written acceptance hereof by the Contractor or by an authorized Agent of the contractor, or upon commencement of the work.

19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.

20. The proposal will expire within 90 days from date unless extended in writing by the company. After 90 days, we reserve the right to revise our price in accordance with costs in effect at that time.



Customer	Attention	Date
Johnstown, Town of	Don Gardner	05/04/21
P.O. Box 609	(970) 534-0247	Proposal #
Johnstown, CO 80534-	dgardner@townofjohnstown.com	28646
Proposal for	Fax: (970) 587-0141	
Police Department - 430 South Parish Ave. - Johnstown		

Item#	Description	Qty/Unit	Unit Price	Total Price
Option# 1 Seal Coat Parking Lot				
01	Infrared Repair potholes and damaged asphalt using the infrared method of asphalt pavement patching. These areas are marked onsite with fluorescent marking paint. (Each infrared patch repair is approx. 5'x7') The infrared process includes: *Clean the damaged areas of all dirt and debris. *Heat the asphalt to a working temp of 300 F by the infrared process. *Rake heated area and remove any deteriorated asphalt. *Add new asphalt *Compact with a vibratory roller. *Clean-up. *This is only an estimated number, the parking lot may need more patches.	30 EA	\$120.00	\$3,600.00
02	Crackseal Clean and fill cracks with hot pour rubberized crack sealer. *Transition crack seal (concrete to asphalt) joint will not be sealed unless otherwise stated. *All cracks 1/4" or greater will be sealed unless otherwise specified. *SETTLING OF CRACK SEAL MATERIAL MAY OCCUR. BUT DOES NOT AFFECT PERFORMANCE. *ALLIGATORED AREAS WILL NOT BE CRACK SEALED.	2,500 LF	\$1.50	\$3,750.00
03	PM Sealer (Two Full Dried Coats) Polymer Modified Sealer is a high performance mineral reinforced asphalt emulsion blended with polymers. It is a unique formulation that allows for application at full strength without the additional dilution of water. *Existing pavement will be cleaned and oil spots will be primed where applicable. *Any failed areas should be repaired prior to sealing otherwise alligatored areas and water ponding may occur. *Sealer will not adhere to heavily saturated oil spots, Infrared patching is recommended in these areas to ensure adherence of sealer. *Pavement sealer will take approximately one day. CUSTOMER RESPONSIBILITY: *Sprinklers must be turned off for 24 hours before and after work for proper adhesion of sealer. *Vehicles need to be removed prior to our arrival. *If removal is going to be done the day of the work customer needs to make arrangements to have vehicles moved. *No use of parking lot for a minimum 24 hours after work is complete. *Schedule all deliveries / Trash pickup accordingly.	31,640 SF	\$.28	\$8,859.20
Accepted_____				Total for Option# 1 \$16,209.20

Additional Charges If Required :

Item #13.

*This Proposal is based on one Mobilization.
*Additional mobilizations add \$700.00 each.

Notes:

*We cannot guarantee positive drainage on existing or proposed areas less than two percent (2%) fall/slope, consequently no warranty will be provided if these conditions exist.
*This work can be scheduled after receipt of signed contract.
*The signer of this contract serves as the authorized agent for the owner and binds the written contract to the owner.
*Pricing for this quotation is applicable for 30 days from date of quote.
*Final billing will be based on actual field measured quantities installed.
*Performance and Payment bond. Add 1% to total price if Bond is required.
*Infrared patch estimate is an approximation only.

Exclusions:

*All polymer-modified asphalt.
*Bonds, permits, testing, engineering, surveying, utility adjustments.

See attached terms and conditions

Accepted by: _____ Date: _____ Estimator: John Parks

Accepted by: _____ Date: _____

Authorized Agent(s)

John Parks
(720) 540-8288
jparks@asphaltrepair.com

Phone: 303.464.9267 Fax: 303.464.9261

2505 E 74th Ave - Denver, CO 80229

A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.

Terms and Conditions

Item #13.

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the contractor has the power to modify the provisions hereof in any respect, that Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment to set forth in this Agreement, and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.

2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives successors, and assigns, where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor.

3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.

4. If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado and that venue for any dispute or litigation arising out of this Agreement shall be in Adams County, Colorado.

5. Any alteration or deviation from the specifications, including those directed by the Owner, construction lender and any public body, that involves extra cost (subcontract, labor, materials) will be executed only upon the parties entering into a written change order, which Contractor may or may not execute at its discretion. Owner hereby authorizes Contractor to make any such repairs and agrees to be responsible for the cost of any such repairs and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein.

6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation for expenses incurred when the Owner is in arrears in making progress payments.

7. Contractor will maintain worker's disability compensation insurance for his employees and comprehensive coverage liability insurance policies. Owner to carry insurance against fire, tornado, hail, vandalism and other casualty losses.

8. Contractor may substitute materials without notice to the owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.

9. Contractor shall not be responsible for underlying materials of the pavement.

10. The parties agree that in the event of breach of any warranty, either expressed or implied, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages either direct or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, crack filler, tar, etc.), caused by others besides employees, regardless of whether such damage occurs or is worsened during the performance of the job.

11. Any warranty, express or implied, is void if contract is not paid in full.

12. If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable lien laws.

13. In the event the amount of Contract is not paid within 30 days from completion, the account shall be in default. The acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs of expenses incurred in the collection of the defaulted account, or in any part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account, or in part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account will bear interest at the rate of 1-1/2% per month, not to exceed 18% per year and not to exceed the maximum rate permitted by law, on the unpaid balance.

14. Owner agrees to indemnify and hold harmless the Contractor and its agents, managers, directors, officers and employees from and against claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement, including claims relating to damages caused by other tradesman and claims related to environmental laws and hazardous materials, except to the extent that such damage, loss or expense is due to the gross negligence or willful misconduct of the party seeking indemnity.

15. This contract shall become binding when signed by all parties and the authorized office of the Contractor. Owner agrees that upon cancellation before work is started, or before material is delivered on the job, to be liable for 15% of gross amount of contract for restocking fees. Owner is liable for the full amount of contract in the event they cancel contract after work has started.

16. If contract is completed except for the installation of the striping, then the Owner shall only have the right to hold 10% of the Contract price until that part of the work is completed.

17. Any notice required or permitted under this Agreement may be given certified or registered mail at the addresses contained in the Agreement.

18. Owner further agrees that the equity in this property is security in this Contract. This Contract shall become binding only upon written acceptance hereof by the Contractor or by an authorized Agent of the contractor, or upon commencement of the work.

19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.

20. The proposal will expire within 90 days from date unless extended in writing by the company. After 90 days, we reserve the right to revise our price in accordance with costs in effect at that time.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 7, 2021

SUBJECT: Resolution 2021-21, Declaring Its Official Intent to Reimburse Itself with the Proceeds of the Issuance of Municipal Bonds for Certain Capital Expenditures Undertaken or to be Undertaken by the Town; Generally Identifying the Capital Expenditures; and Providing Certain Other Matters I Connection Therewith

ACTION PROPOSED: Approve Resolution No. 2021-21

ATTACHMENTS: 1. Resolution 2021-21

PRESENTED BY: Mitzi McCoy, Finance Director

AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is Resolution No. 2021-21 which will allow the Town to cover some of the costs already incurred for capital improvements in the Sanitary Sewer Fund with funds from the upcoming bond issue.

The Town of Johnstown owns and operates its municipal sanitary sewer system consisting of two wastewater treatment plants, 3 lift stations and approximately 76 miles of sewer lines and 2.7 miles of force mains. This system serves the Town's utility service area that encompasses approximately 45 square miles.

The Town has determined that both wastewater treatment plants require capital improvements in order to achieve compliance with permit standards and meet discharge limitations to comply with CDPHE and the Federal Clean Water Act, as well as meet future demands from increased growth. The necessary improvements are included on the 2021-2030 Capital Improvement Plan that was adopted by Council on February 17, 2021. The improvements include the design and construction of a new Central Wastewater Treatment Plant, the design and construction of an expansion to Low Point Wastewater Treatment Plant and expansion of the Sewer Interceptor. The total costs for all projects are expected to be approximately \$84 million. The Town intends to finance the improvements using existing cash reserves, bond funds, and new revenues.

As such, the Town has begun the process to issue revenue bonds in the amount of \$55 million in the Sanitary Sewer Fund and has moved forward with the capital projects in said fund. In 2020, design services for LPWWTP began. However, more recently, on May 17, 2021 the Town Council approved the award for Construction CMAR services related to design at the LPWWTP, and on June 7, 2021 the Town Council approved the award for design services for the CWWTP.

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In order to be able to use bond proceeds for either of these recent awards, the Town must comply with IRS Treasury Regulations (26 C.F.R. 1.150-2), which allows bond funds to be used to reimburse payments originally made not earlier than 60 days prior to the date of a declaration of official intent. This resolution serves as the official intent as the Town reasonably expects to reimburse capital expenditures with respect to these projects with proceeds of the Bonds.

LEGAL ADVICE:

Resolution was reviewed by legal counsel.

FINANCIAL ADVICE:

Resolution 2021-21 will allow the Town to use bond proceeds for payments related to improvement projects in the Sanitary Sewer Fund made not earlier than 60 days prior to July 7, 2021.

RECOMMENDED ACTION:

Approve Resolution 2021-21 as presented.

SUGGESTED MOTIONS:

For Approval

I move to approve Resolution 2021-21, A Resolution of the Town Council of the Town of Johnstown, Acting by and Through Its Sanitary Sewer Utility Enterprise, Declaring Its Official Intent to Reimburse Itself With the Proceeds of the Issuance of Municipal Bonds for Certain Capital Expenditures Undertaken or to be Undertaken by the Town; Generally Identifying the Capital Expenditures; and Providing Certain Matters in Connection Therewith.

For Denial

I move that we deny Resolution 2021-21, A Resolution of the Town Council of the Town of Johnstown, Acting by and Through Its Sanitary Sewer Utility Enterprise, Declaring Its Official Intent to Reimburse Itself With the Proceeds of the Issuance of Municipal Bonds for Certain Capital Expenditures Undertaken or to be Undertaken by the Town; Generally Identifying the Capital Expenditures; and Providing Certain Matters in Connection Therewith.

Reviewed and Approved for Presentation,



Town Manager

RESOLUTION NO. 2021-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, ACTING BY AND THROUGH ITS SANITARY SEWER UTILITY ENTERPRISE, DECLARING ITS OFFICIAL INTENT TO REIMBURSE ITSELF WITH THE PROCEEDS OF THE ISSUANCE OF MUNICIPAL BONDS FOR CERTAIN CAPITAL EXPENDITURES UNDERTAKEN OR TO BE UNDERTAKEN BY THE TOWN; GENERALLY IDENTIFYING THE CAPITAL EXPENDITURES; AND PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Town of Johnstown, acting by and through its Sanitary Sewer Utility Enterprise (the “Town”), in the State of Colorado (the “State”), is political subdivision duly organized and existing pursuant to the State Constitution and its home rule charter; and

WHEREAS, the Town currently owns and operates a sanitary sewer system and, pursuant to Section 13-40 of the Town Municipal Code, the Town Council (the “Council”) is the governing body of the Sanitary Sewer Utility Enterprise and exercises the Town's legal authority relating to the Sanitary Sewer Utility Enterprise; and

WHEREAS, the Council has determined that it is in the best interest of the Town to make certain capital expenditures generally consisting of, but not necessarily limited to, the construction, replacement and update of current wastewater treatment facilities and related sanitary sewer system improvements (collectively, the “Improvement Project”); and

WHEREAS, the Council currently intends and reasonably expects to participate in a tax-exempt financing, including an amount which is currently estimated not to exceed \$55,000,000 (the “Financed Amount”), to reimburse the Town for the portion of such capital expenditures incurred or to be incurred subsequent to a period commencing 60 days prior to the date hereof, and ending prior to the later of 18 months of the date of such capital expenditures or the placing in service of the Improvement Project (but in no event more than 3 years after the date of the original expenditure of such moneys); and

WHEREAS, the Council hereby desires to declare its official intent, pursuant to 26 C.F.R. § 1.150-2, to reimburse the Town for such capital expenditures with the proceeds of the Town’s municipal bond financing.

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

Section 1. ***Declaration of Official Intent.*** The Town shall, presently intends, and reasonably expects to finance all or a portion of the Improvement Project with legally available funds.

Section 2. ***Dates of Capital Expenditures.*** All of the capital expenditures covered by this Resolution were or will be made on and after the date which is 60 days prior to the effective date of this Resolution.

Section 3. ***Issuance of Municipal Bonds.*** The Town presently intends and reasonably expects to participate in a municipal bond financing within 18 months of the date of the expenditure of moneys on the Improvement Project or the date upon which the Improvement Project is placed in service, whichever is later (but in no event more than 3 years after the date of the original expenditure of such moneys), and to allocate from said financing an amount not to exceed the Financed Amount to reimburse the Town for its expenditures in connection with the Improvement Project.

Section 4. ***Confirmation of Prior Acts.*** All prior acts and doings of the officials, agents and employees of the Town which are in conformity with the purpose and intent of this Resolution, and in furtherance of the Improvement Project, shall be and the same hereby are in all respects ratified, approved and confirmed.

Section 5. ***Effective Date of Resolution.*** This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the Town Council of the Town of Johnstown, Colorado this 7th day of July, 2021.

[SEAL]

Town of Johnstown

By: _____
Gary Lebsack, Mayor

Attest:

By: _____
Diana Seele, Town Clerk



Town of Johnstown

INFORMATIONAL ITEMS ONLY

These items are for Town Council information. Any of these items can be discussed if a Councilmember desires.

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Town of Johnstown

Building Permit Statistics

May 2021

Single Family Residential

Issued ytd 76

Commercial

*New Building Issued ytd 8

Other Residential

(basements/alterations/additions)

Issued ytd 56

Other Commercial

* (tenant finish/alterations/additions)

Issued ytd 5

Fees collected at permit issuance**Residential YTD****Commercial YTD**

Construction Valuation	(\$24,576,352)	(\$16,718,990)
Building permit fees	\$206,792	\$124,305
F&F or <u>F&F Credit</u>	\$0	\$0
Paving	\$0	\$0
Water Upgrade	\$0	\$0
Water & Sewer Reimbursement	\$0	\$0
Raw Water Development Fee	\$414,969	\$132,783
Water Meter	\$37,600	\$3,776
Water Tap	\$489,212	\$145,302
Sewer Tap	\$401,280	\$33,580
Regional Sewer Development fee	\$294,500	
Sewer Inspection Fee	\$7,600	\$800
Park	\$38,000	\$0
Use Tax	\$385,790	\$236,648
Larimer Use Tax	\$48,157	\$37,217
Open Space Impact Fee	\$90,744	\$0
Library Impact Fee	\$87,248	\$0
Public Facilities Impact Fee	\$120,764	\$74,527
Police Facilities Impact Fee	\$55,708	\$28,417
Transportation Facilities Impact Fee	\$211,052	\$387,247
Traffic Signal	\$0	\$0
School District Fee	(\$40,982)	N/A

TOTAL FEES (YTD)

\$2,889,416

\$1,204,602

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Building permits issued for individual dwelling units - 1991 to (date)

Single family, duplex, 4-plex						
Year	Issued	Month avg		Year	Issued	Month avg
*1961 - 90	165	0.0		2016	132	11.00
1991	2	0.17		2017	140	11.67
1992	5	0.42		2018	126	10.50
1993	7	0.75		2019	87	7.25
1994	47	3.92		2020	108	9.75
1995	106	8.83		2021	76	15.20
1996	145	12.00				
1997	143	11.92				
1998	175	14.58				
1999	145	12.08		TOTAL	5182	
2000	134	11.92				
2001	152	12.67				
2002	262	21.92				
2003	284	24.17				
2004	331	27.67				
2005	375	31.33				
2006	180	15.75				
2007	160	133.42				
2008	97	8.00				
2009	89	7.42				
2010	124	10.33				
2011	184	15.34				
2012	310	25.84				
2013	378	31.50				
2014	272	22.67				
2015	162	13.50				

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**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2020-42**

CREATING TOWN OF JOHNSTOWN WATER BANK

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, pursuant to the Johnstown Municipal Code, persons who seek an extension of water service or a change in land use that requires an increased demand for Town water service are required to dedicate a sufficient amount of acceptable raw water to the Town to satisfy the anticipated water needs of the proposed project; and

WHEREAS, the Town Council recognizes the challenges of obtaining raw water, particularly when the amount of raw water that a person is required to dedicate is relatively small, such as, for illustrative purposes only, one single family equivalent or less; and

WHEREAS, the Town Council desires to create a water bank to assist persons who are required to dedicate a relatively small amount of raw water to the Town and allow such persons to pay cash-in-lieu of the required raw water dedication; and

WHEREAS, the Town Council hereby finds that adoption of an economic development incentive policy is in the best interest of the Town and the citizens of the Town.

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

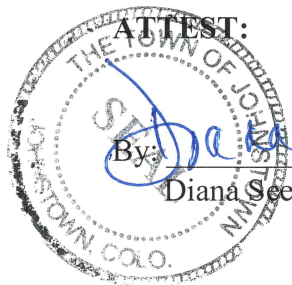
1. The Town Council hereby creates a water bank, to be known as the Town of Johnstown Water Bank. The Town Council hereby directs that the following water owned by the Town shall be deposited into the Town of Johnstown Water Bank: 16 acre-feet of raw water from the Consolidated Home Supply Ditch & Reservoir Company.
2. The Town of Johnstown Water Bank shall be available to persons who are required to dedicate a relatively small amount of raw water to the Town. “Persons” shall be deemed to include associations, corporations, firms, partnerships and bodies politic and corporate as well as individuals.
3. Persons authorized to use the raw water held in the Town of Johnstown Water Bank shall pay cash-in-lieu of the required raw water dedication in an amount that is at least equal to the fair market value of the water as of the date of actual cash-in-lieu payment.
4. The Town Council shall retain discretion to administer the Town of Johnstown Water Bank, which discretion shall include, among other aspects of the administration,

determining whether a person is entitled to purchase raw water from the Town of Johnstown Water Bank and, if so, the amount of the cash-in-lieu payment.

5. The Town Manager, or his designee, is hereby directed to create an application wherein a person may apply to use the water in the Town of Johnstown Water Bank.

PASSED, SIGNED, APPROVED, AND ADOPTED this 21st day of December, 2020.

ATTEST:



By: _____

Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: _____

Gary Lebsack, Mayor



Town of Johnstown

Fractional Water Share Application

APPLICANT NAME: _____

ADDRESS: _____ CITY _____ STATE _____ ZIP _____

EMAIL ADDRESS: _____ PHONE: _____

Site Requesting Water

OWNER: _____

PROPERTY ADDRESS: _____ CITY _____ STATE _____ ZIP _____

PARCEL: _____ COUNTY: ☐ LARIMER ☐ WELD

JUSTIFICATION DESCRIPTION FOR REQUEST: _____

APPLICANT SIGNATURE _____ **DATE** _____

*Please attach completed Water Demand Worksheet with this application .

TOWN USE ONLY

RECOMMENDATION: ☐ APPROVE ☐ DENY

RECOMMENDED WATER AMOUNT: _____

RECOMMENDED PRICE: _____

TOWN MANAGER SIGNATURE _____ DATE _____

TOWN COUNCIL FINAL DETERMINATION: ☐ APPROVE ☐ DENY

DEDICATION AMOUNT: _____

FINAL COST: _____ DATE: _____

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