



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, January 04, 2021 at 7:00 PM

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

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

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.

- [1.](#) Minutes - December 21, 2020
- [2.](#) List of Bills
- [3.](#) Resolution 2021-01 - A Resolution Designating the Public Place for Posting Notices Pursuant to C.R.S. Section 24-6-402(2)(c)
- [4.](#) Second Reading - Ordinance Number 2020-192 An Ordinance Amending Section 17-263(b) of Article XIV of Chapter 17 of the Johnstown Municipal Code Concerning Special Flood Hazard Areas
- [5.](#) Resolution 2021-02 Approving Vacation of Pedestrian Easement Situated in Lot 16 of Country Acres Subdivision Eighth Filing
- [6.](#) Water and Sewer Service Agreement - AC Ice Company
- [7.](#) Water and Sewer Service Agreement - Thompson School District R2-J

TOWN MANAGER REPORT

- [8.](#) Town Manager Report

TOWN ATTORNEY REPORT

NEW BUSINESS

- [9.](#) Award Contract for Sludge Removal from Pond #2 at the Central Wastewater Treatment Plant

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

[10.](#) Informational Items

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, December 21, 2020 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. The meeting was held remotely due to COVID concerns.

ROLL CALL

PRESENT

Mayor Gary Lebsack
 Councilmember Chad Young
 Councilmember Amy Tallent
 Councilmember Damien Berg
 Councilmember Jesse Molinar
 Councilmember Kevin Lemasters
 Councilmember Troy Mellon

The following staff members were also present in the remote meeting: Matt LeCerf, Town Manager, Avi Rocklin, Town Attorney, Mitzi McCoy, Finance Director, Kim Meyer, Planning Director, Brian Phillips, Chief of Police and Jamie Desroiser, Communication Manager

AGENDA APPROVAL

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

PUBLIC COMMENT

Town Manager Matt LeCerf read an e-mail sent to him by Nathan Gerrard in reference to the Second Amendment to Water Service Agreement with Johnstown Plaza, LLC. As per the memo Mr. Gerrard stated Johnstown Plaza has purchased water from the Town at a discount. Mr. Gerrard requested the Town consider selling water to other proposed projects in the 2534 development at a discount also.

Mr. Jim Hatfield expressed his gratitude to staff for considering his recommendations and incorporating some of them into the Cemetery Rules and Regulations.

Dr. R. Paul Williamson from Rocky Mountain Rail shared with Council information about the Colorado Sustainable Transportation Master Plan that he is currently working on with other communities along I-25. He is reaching out to Council to see if they would be interested in working with Rocky Mountain Rail and if they would like to learn more about the project.

CONSENT AGENDA

Motion made by Councilmember Lemasters, seconded by Councilmember Berg to approve the Consent Agenda. Motion carried with a roll call vote.

1. Minutes - December 7, 2020

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Johnstown, Colorado

2. Minutes - December 14, 2020
3. November 2020 Financial Statements
4. Second Reading Ordinance No. 2020-187 an Ordinance Repealing and Readopting Chapter 2 of the Johnstown Municipal Code Concerning Administration and Personnel and, as a Part Thereof, Adding Provisions Concerning Municipal Campaign Finance, and Making Related Amendments to Section 1-21 of Article II of Chapter 1 of the Johnstown Municipal Code Concerning General Definitions.
5. Second Reading Ordinance No. 2020-188, an Ordinance Repealing and Readopting Article VI of Chapter 11 of the Johnstown Municipal Code Concerning the Johnstown Municipal Code
6. Second Reading Ordinance No. 2020-189; an Ordinance Repealing and Readopting Chapter 13 of the Johnstown Municipal Code Concerning Municipal Utilities
7. Second Reading Ordinance No. 2020-190; an Ordinance Amending Article II of Chapter 13 of The Johnstown Municipal Code to Add Section 13-55 Establishing A Special Fee Concerning Regional Sanitary Sewer Improvements to Be Paid by Benefitted Properties in the Area Generally Located Near and Adjacent to State Highway 60 and Remitted to the Sanitary Sewer Utility Enterprise
8. Second Reading - Ordinance No. 2020-191, an Ordinance Amending Sections 4-111, 5-111, 5-113, 6-6, 6-42, 6-46, 6-63, 6-83, 6-111, 6-133, 6-135, 6-161, 6-186, 6-189, 7-62, 7-131, 8-87, 15-4, 16-62, 17-13 and 17-51 of the Johnstown Municipal Code Concerning the Referral of the Town's Fees, Rates and Charges to the Town Fee Schedule.
9. Second Amendment to Water Sewer Service Agreement with Johnstown Plaza, LLC

PUBLIC HEARING

11. Public Hearing - First Reading - Ordinance Number 2020-192, an Ordinance Amending Section 2020-192 an Ordinance Amending Section 17-263(B) of Article XIV of Chapter 17 of the Johnstown Municipal Code Concerning Special Flood Hazard Areas – This ordinance amends Chapter 17 of the Johnstown Municipal Code related to Special Flood Hazard Areas. The amendments update the titles and effective date of the applicable Flood Insurance Study for Larimer County, adds a reference to the Flood Insurance Study for Weld County and references the Flood Insurance Rate Maps.

Mayor Lebsack opened the public hearing. Mr. Jim Hatfield asked where he could get copies of the maps referred to in the ordinance. Having no further public comments, the public hearing closed.

Motion made by Councilmember Lemasters, seconded by Councilmember Mellon to approve Ordinance Number 2020-192 an Ordinance Amending Section 17-263(B) of Article XIV of Chapter 17 of the Johnstown Municipal Code Concerning Special Flood Hazard Areas. Motion carried with a roll call vote.

12. PUBLIC HEARING - The Ridge at Johnstown Filing No. 2 Final Subdivision Plat and Final Development Plans -The proposed 23-acre subdivision/development plan would create 80 single family lots. The Final Subdivision Plat for The Ridge at Johnstown, Filing No. 2 conforms with the approved Preliminary Plat. Resolution 2020-43 approves the Final Subdivision Plat and the Final Development Plan for the Ridge Johnstown, Filing No. 2.

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Johnstown, Colorado

Mayor Lebsack opened the public hearing and heard from Roy Bade, the applicant. Having no further comment the public hearing closed.

Motion made by Councilmember Mellon, seconded by Councilmember Young to approve Resolution 2020-43 a Resolution Approving the Final Subdivision Plat and The Final Development Plan for the Ridge Johnstown, Filing No. 2, Located in the South Half of the Northwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, Consisting of Approximately 23.198 acres. Motion carried with a roll call vote.

NEW BUSINESS

13. Consider Approving the Subdivision and Development Agreement for The Ridge at Johnstown Filing #2 – The Subdivision Development and Improvement Agreement for The Ridge at Johnstown Filing No. 2, with J-25 Land Holdings, LLC, and the Villages at Johnstown Metropolitan District No. 1 is presented for Council’s approval. The agreement follows the Town’s standard template. Motion made by Councilmember Lemasters, seconded by Councilmember Tallent to approve The Ridge at Johnstown Filing No. 2, Subdivision Development and Improvement Agreement. Motion carried with a roll call vote.

14. The Ridge at Johnstown Filing 2 - Water and Sewer Service Agreement – The Water and Sewer Service Agreement follows the Town’s standard template and includes water allocation for 80 single family lots and homes, as well as 0.65 acres of irrigated common areas. This agreement allocates 34.78 AF of water for this subdivision. Motion made by Councilmember Mellon, seconded by Councilmember Molinar Jr. to approve The Ridge at Johnstown Filing No. 2, Water and Sewer Service Agreement. Motion carried with a roll call vote.

15. Resolution 2020-41, Resolution Adopting Cemetery Rules and Regulations – The proposed Rules and Regulations addresses administration of the Cemetery operations, the rights and responsibilities of the Town, decorations and memorial work in the Cemetery and conduct in the Cemetery. The Rules and Regulations provide the Town Manager has the right of general control of the Cemetery, and would have authority to modify, amend or supplement the Rules and Regulations going forward. Motion made by Councilmember Berg, seconded by Councilmember Young to approve Resolution 2020-41 Resolution Adopting Cemetery Rules and Regulations. Motion carried with a roll call vote.

16. Consider Agreement for Design and Engineering Services for the Phase 2 Central Sanitary Sewer Interceptor Project to IMEG, Inc. – This is a request to approve selection of IMEG for the Phase 2 design of the Sanitary Sewer Interceptor Capacity Improvement Project. In order for the Town of Johnstown to continue with the ability to serve new growth, the Town would need to plan for expansion of the sanitary sewer by constructing new interceptors to meet capacity. IMEG completed Phase 1 of the project, staff is recommending with Council approval to continue with IMEG for Phase 2. Motion made by Councilmember Lemasters, seconded by Councilmember Berg to approve the agreement as presented and award IMEG as the design engineer for the Phase 2 Sanitary Sewer Central Interceptor. Motion carried with a roll call vote.

17. Consider Agreement for Design and Engineering Services for the Phase 3 North Sanitary Sewer Interceptor Project to IMEG, Inc. – This is a request to continue with IMEG as the Design Engineer for Phase 3 of the North Interceptor Expansion project. Motion made by Councilmember Berg, seconded by Councilmember Young to approve the agreement as presented and award IMEG as the Design Engineer for the Phase 3 Sanitary Sewer Interceptor expansion project and allow the Town Manager to make additional and final cost decisions, not to exceed \$1,735,000. Motion carried with a roll call vote.

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Johnstown, Colorado

18. Resolution 2020-42, Creating Town of Johnstown Water Bank – Resolution 2020-42 would create a Town of Johnstown Water Bank. Recently, the Town has been acquiring shares of Home Supply water and Council suggested this water be provided for economic development purposes. The resolution would establish the water bank. Councilmember Mellon made a motion seconded by Councilmember Tallent to adopt Resolution 2020-42 as presented. Motion carried with a roll call vote.

19. Resolution 2020-44, Resolution Adopting Town of Johnstown Second Small Business Micro Grant Program – This Resolution would establish the second round of micro grants for small businesses and the criteria that would be required for consideration of a grant award. If approved, staff will roll out this program immediately. Councilmember Young made a motion seconded by Councilmember Tallent to approve Resolution 2020-44 as presented. Motion carried with a roll call vote.

ADJOURN

The meeting adjourned at 9:40 p.m.

Mayor

Town Clerk

Town of Johnstown
List of Bills - December 1 - December 28, 2020

Item #2.

<u>Vendor</u>	<u>Description</u>	<u>Department</u>	<u>Amount</u>
4990 Ronald Reagan LLC	Substation lease	PD	1,519.75
A.G. Wassenaar. Inc.	Road survey	PW	33,500.00
Ace Hardware	Supplies	PW	376.70
All Copy Products, Inc	Copier lease	PD	443.45
All Terrain Landscaping	Christmas light installation	ADM	9,860.00
American Cyber Security Management	Security assessment	ADM	12,000.00
Aqua Backflow, Inc.	Cross connection letters	PW	10.00
Arapahoe Rental	Tool rental	PW	53.95
BHA Design Incorporated	Professional services	PW	14,352.50
Bluebeam, Inc.	Bluebeam software	ADM	1,832.00
Browns Hill Engineering & Controls	SCADA work	PW	1,796.10
Candlelight Dinner Playhouse	Grant	ADM	10,000.00
Card Services	Supplies - COVID, office, etc.	ALL	1,132.79
Caselle, Inc	Software support	ADM	1,635.00
CBRE, Inc. - Valuation & Advisory Ser.	Building appraisal	ADM	4,500.00
CDR Propane Services, LLC	Propane	PW	1,006.25
Central Square Technologies, LLC	TRAKiT	ADM	792.16
Central Weld County Water District	Emergency interconnect	ADM	586.00
CenturyLink	Telephone	ADM	245.89
Cintas	Mat service	ADM	411.17
Colorado Analytical Labs	Lab testing	PW	302.00
Colorado Department of Transportation	I-25 Project	PW	6,000,000.00
Colorado Materials, Inc.	Gravel	PW	8,921.49
Colorado Municipal League	Membership dues	ADM	2,562.00
Connell Resources, Inc.	CMAr services	PW	6,087.50
Consolidated Home Supply Ditch &	Professional services	PW	2,352.30
Core & Main	Hydrant parts	PW	211.10
Coulson Excavating Co Inc	Asphalt repairs	PW	829.36
Dana Kepner Co.	Meter parts	PW	416.00
DES Pipeline Maintenance, LLC	Line cleaning & lift station	PW	19,113.00
DirecTV	DirecTV Install	YMCA	4,305.00
Don Haggerty	Water shares	ADM	687,500.00
DPC Industries Inc	Chemicals	PW	3,913.26
Ferguson Waterworks	Locate flags	PW	92.86
First Class Security Systems	Security system maintenance	ADM	528.56
First National Bank	Custodian fees	ALL	2,059.94
Glenn A. Jones Library	Monthly distribution	LIB	85,221.66
Grainger, Inc.	Supplies	PW	334.45
H & E Equipment Services, Inc.	Lift rental	PW	1,477.14
Hays Market Inc	Supplies	PW	38.94
Helton & Williamsen, P.C.	Bill Back - Engineering Services	ADM	11,211.00
Hill & Robbins, PC	Billback - Legal Services	ADM	3,754.90
Hill & Robbins, PC	Legal Services	ADM	2,561.50
HS Inc.	Mold remediation - Historical Society	ADM	443.74
Hydrant Meter Refunds	Hydrant meter deposit refund	PW	3,000.00
IMEG Corp	Sewer - Engineering services	PW	111,175.45
IMEG Corp	Billback - Engineering services	ADM	7,250.00
Infosend, Inc.	Utility bill printing	PW	2,620.23
Insight North America, LLC	Investment services	ADM	3,027.51
Interstate Battery of the Rockies	Supplies	PD/PW	272.90
J&T Consulting, Inc.	Lone tree project	PW	10,607.50
J-2 Contracting Co.	Lone tree pump replacement	PW	87,020.00
Johnstown Breeze	Publications	ADM	1,275.70
Johnstown Historical Society, Ltd	Reimbursement	ADM	2,417.45
J-U-B Engineers, Inc.	South tank project	PW	88,133.02

Town of Johnstown
List of Bills - December 1 - December 28, 2020

Item #2.

KH&C Corp.	Grant	ADM	10,000.00
King Surveyors	Professional services	PW	1,092.50
Larimer County Sales Tax Administrator	Use Tax - reimbursement	ADM	5,278.52
Law Office of Avi Rocklin LLC	Legal Services	ADM	16,255.85
Law Office of Avi Rocklin LLC	Billback -Legal services	ADM	6,221.65
Lazar, Michael	Municipal Court Judge	ADM	1,610.00
Linx	Maintenance	ADM	260.00
Loveland Barricade LLC	Logos for signs	PW	600.00
Mares Auto Inc.	Vehicle maintenance	PD	220.00
Milliken Johnstown Electric	Electrical services	PW	1,508.03
Mountain States Pipe & Supply	Meters/meter parts	PW	6,517.58
Nalco Company LLC	Chemicals	PW	5,011.82
Napa Auto Parts, Inc	Vehicle maintenance	PD/PW	241.97
Newsom Gamez, Shirley	Mileage	ADM	65.00
Office Depot Business Credit	Supplies	ALL	687.03
Oldcastle Infrastructure	Meter lids	PW	850.00
Pitney Bowes Global	Postage meter lease	PD	158.94
Poudre Valley REA	Utilities	PW	7,387.88
ProCode Inc.	Building inspection services	ADM	12,750.00
Purchase Power	Postage meter	ADM	150.00
Ramey Environmental Compliance Inc.	Blower repair/ORC services	PW	18,888.14
Rhinehart Oil Co., Inc.	Fuel	ALL	3,551.08
Summit Hardscaping	Walkway	PW	8,250.00
TDS	Telephone/modem	ALL	2,226.60
The Home Depot/GEFC	Supplies	PW	249.64
TimberLAN	IT services	ALL	3,000.00
Traffic Signal Controls Inc	Pedestrian light repairs	PW	1,350.00
Twin Silos, LLC	Reimbursement agreement	ADM	4,000.00
U.S. Postal Service	Annual post office box rental	ADM	94.00
UC Health	DOT physical	PW	75.00
USA Bluebook	Supplies	PW	1,041.10
Utility Notification Center	Locates	PW	648.15
Utility Refunds	Utility refund	ADM	1,975.70
VCA Fort Collins Animal Hospital	K9 medical services	PD	100.72
Veris Environmental, LLC	Sludge removal	PW	2,376.32
Verizon Wireless	Cell Phones	PD/PW	3,110.76
Waste Management	Trash services	PW	62,241.40
Weld County Dept of Public	Lab services	PW	693.00
Windstream	Telephone/internet	ALL	1,129.15
WR Investment, LLC	Reimbursement agreement	ADM	27,600.00
Xcel Energy	Utilities	PW	36,730.28
Yost Cleaning	Monthly cleaning service	ALL	1,727.00
			<u>7,515,015.98</u>



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: January 4, 2021

SUBJECT: Resolution Number 2021-01 A Resolution Designating the Public Place for Posting Notices Pursuant to C.R.S. Section 24-6-402(2)(c)

ACTION PROPOSED: Consider Resolution No. 2021-01

ATTACHMENTS: 1. Resolution 2021-01

PRESENTED BY: Diana Seele, Town Clerk

AGENDA ITEM DESCRIPTION: Colorado Revised Statutes (C.R.S) 24-6-402(c) (Meetings-Open to Public) states in part: Any meeting at which the adoption of any proposed policy, position, resolution, regulation or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to holding the meeting. The public place for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year. The Town website at Johnstown.colorado.gov and the Town Hall has been designated for posting notices.

LEGAL ADVICE:

The Town Attorney prepared Resolution No. 2021-01.

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve Resolution No. 2021-01

Reviewed and Approved for Presentation,

Town Manager

The Community That Cares

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**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2021-01**

**A RESOLUTION DESIGNATING THE PUBLIC PLACE FOR
POSTING NOTICES PURSUANT TO C.R.S. SECTION 24-6-402(2)(c)**

WHEREAS, the Colorado Open Meetings Law was enacted by the Colorado State Legislature on April 29, 1991, and this law declares that the formation of public policy is public business and may not be conducted in secret; and

WHEREAS, the Colorado Open Meetings law also stipulates that the public place, or places, for posting such notices shall be designated annually; and

WHEREAS, the front entryway of the Johnstown Town Hall has previously been the physical official public posting location; and

WHEREAS, consistent with House Bill 19-1087, the Town hereby desires to post notice of the Town's public meetings not only in a physical location, but also on the Town's website as the Town's official online presence to the greatest extent practicable; and

WHEREAS, the Town Council believes that posting notices on the Town website is a more effective means of dissemination and provides more flexibility than the physical location.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL
OF THE TOWN OF JOHNSTOWN**, as follows:

1. **Designation.** The Town Council of the Town of Johnstown, in compliance with C.R.S. Section 24-6 402(2)(c) of the Colorado Open Meetings Law, hereby designates the Town website at Johnstown.colorado.gov and the Town Hall located at 450 S. Parish Avenue for posting notices.

PASSED, SIGNED, APPROVED, AND ADOPTED this ____ day of _____, 2021.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: January 4, 2021

SUBJECT: Second Reading - Ordinance No. 2020-192 an Ordinance Amending Section 17-263(B) of Article XIV Of Chapter 17 of the Johnstown Municipal Code Concerning Special Flood Hazard Areas

ACTION PROPOSED: Consider Final Approval of Ordinance No. 2020-192

ATTACHMENTS: 1. Ordinance No. 2020-192

PRESENTED BY: Kim Meyer, Director of Planning & Development

AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is an ordinance that would amend Chapter 17 of the Johnstown Municipal Code related to Special Flood Hazard Areas. This amendment updates the titles and effective date of the applicable Flood Insurance Study for Larimer County, adds a reference to the Flood Insurance Study for Weld County and date, and references the accompanying FIRM (Flood Insurance Rate Maps) maps, commonly referred to as floodplain maps.

This code update would maintain the Town's compliance with the National Flood Insurance Program (NFIP) and allows homeowners to obtain and renew any flood insurance policies they may have.

LEGAL ADVICE:

The ordinance was drafted by the Town Attorney.

FINANCIAL ADVICE:

Not applicable.

RECOMMENDED ACTION:

Approve Ordinance No. 2020-192, as presented on second reading.

The Community That Cares

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Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2020-192

**AN ORDINANCE AMENDING SECTION 17-263(b) OF ARTICLE
XIV OF CHAPTER 17 OF THE JOHNSTOWN MUNICIPAL CODE
CONCERNING SPECIAL FLOOD HAZARD AREAS**

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 XIV of Chapter 17 of the Johnstown Municipal Code regulates flood damage prevention; and

WHEREAS, based on updated scientific and engineering reports and flood insurance studies, the Federal Emergency Management Agency has identified the special flood hazard areas in Larimer County and Weld County; and

WHEREAS, the Town Council desires to amend Section 17-263(b) of Article XIV of Chapter 17 of the Johnstown Municipal Code to incorporate the the designated special flood hazard areas identified by the flood insurance studies and the attendant mapping as the minimum 100-year floodplain area in the Town; and

WHEREAS, 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. Subsection 17-263(b) of Article XIV of Chapter 17 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

Sec. 17-263. General provisions.

(b) Basis for establishing the Special Flood Hazard Area. The Special Flood Hazard Areas identified by the Federal Emergency Management Agency in scientific and engineering reports entitled “The Flood Insurance Study for Larimer County, Colorado and Incorporated Areas,” dated January 15, 2021, and, “The Flood Insurance Study for Weld County, Colorado and Incorporated Areas,” dated January 20, 2016, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) and any revisions thereto, are hereby adopted by reference and declared to be a part of this Article. The Special Flood Hazard

Areas identified by the flood insurance studies and attendant mapping are the minimum area of applicability of this Article and may be supplemented by studies designated and approved by the Town Council. The Floodplain Administrator shall keep a copy of the Flood Insurance Studies (FIS), DFIRMs, FIRMs and/or FBFMs on file and available for public inspection.

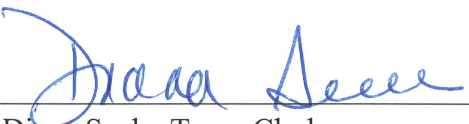
Section 2. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications 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.

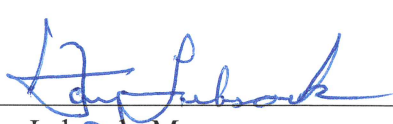
Section 3. Publication; Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town's Home Rule Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and 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 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 21st day of December, 2020.

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

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: January 4, 2021

SUBJECT: Resolution 2021-02 Approving Vacation of Pedestrian Easement

ATTACHMENTS:

1. Minutes of Town Board, August 4, 1997
2. Vacation of Pedestrian Easement with Exhibit
3. Resolution 2021-02

PRESENTED BY: Kim Meyer, Planning and Development Director
Avi Rocklin, Town Attorney

During a meeting held on August 4, 1997, the Town Board (not yet Town Council...) passed a motion directing the enactment of an ordinance to “vacate the pedestrian easement [in Country Acres 8th Filing] and relocate it to the east of the property onto the existing utilities easement.” See the minutes of the meeting included herewith as Attachment 1. The ordinance was never presented or adopted.

The property owner recently approached Town staff and asked that the pedestrian easement be vacated in order that she can develop, and perhaps subdivide, her lot, and to facilitate a prospective sale. To accomplish the vacation, the Town may execute and record the Vacation of Easement included herewith as Attachment 2.

The Town Planning and Development Director has reviewed the plat and preliminarily determined that there is not a sufficient area within which to relocate the pedestrian easement, which, in any event, would require more process than the straightforward vacation of the pedestrian easement. To accommodate the property owner’s request in a timely manner, Town staff recommends that the Town Council approve the vacation of the pedestrian easement in the form presented and allow staff additional time to determine whether the easement should be relocated and, if so, to what location.

LEGAL ADVICE: The Resolution and Vacation of Pedestrian Easement were drafted by the Town Attorney

FINANCIAL ADVICE : N/A

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RECORD OF PROCEEDINGS

100 Leaves

The Board of Trustees of the Town of Johnstown met in regular session on Monday, August 4, 1997 at 7:00 p.m. with Mayor Thomas Martinez presiding and the following board members answering roll call: Chet Hay, Jesse Molinar, Jennifer Velasquez and Chad Young.

Agenda Approval. Trustee Chet Hays made a motion, seconded by Trustee Molinar to approve the August 4, 1997 Agenda with the following changes: Resolution Number 97-9 and presentation by Vicky McLane from the North Front Range Transportation and Air Quality Planning Association. Motion carried with all voting in favor thereof.

North Front Range Transportation and Air Quality Planning Association. Vicky McLane gave a short presentation of the function of this association and the impact it has on municipalities. All transportation monies from grants and loans that are granted by the state or federal comes through the North Front Range Transportation and Air Quality Planning Association.

Vacating the 10 pedestrian easement in Country Acres 8th filing. Trustee Velasquez made a motion seconded by Trustee Young to proceed with drawing up the ordinance to vacate the pedestrian easement and relocate it to the east of the property onto the existing utilities easement. Motion carried with all voting in favor thereof.

Design contract for detention ponds landscaping. Trustee Molinar made a motion, seconded by Trustee Velasquez to approve the design contract for the detention ponds improvements to Kenny Associates. Motion carried with a roll call vote.

Engineering contract for street designs. Trustee Molinar made a motion seconded by Trustee Velasquez to approve the engineering contract for street designs to Messner Engineering. Motion carried with a roll call vote.

Engineering contract for Water Plant Improvements. Trustee Velasquez made a motion seconded by Trustee Molinar to approve the engineering contract for water plant improvements to HSI/Geo Trans. Motion carried with a roll call vote.

Substantial payment to Hall Irwin. Trustee Hays made a motion seconded by Trustee Velasquez to make substantial payment to Hall Irwin for work done on the raw water pipeline minus \$6,000, which is the amount needed to get as built plans of the water pipeline from another source. Motion carried with a roll call vote.

Resolution 97-9.

Resolution 97-9

Increasing the cost of Water and Sewer Taps and increasing Water and Sewer Rates for the Town and amending Resolution 97-7 in its entirety.

Whereas, The Town Administrator for the Town of Johnstown has recommended that the cost of water and sewer taps and water and sewer rates be raised, and

Whereas, the current raw water supply cost to each residence within the Town is almost \$3,200.00 per home, and

Whereas, the Town of Johnstown has maintenance requirements on its water plant and pump that need to be completed in order to increase both water pressure and flow rate, and

Whereas, there is also maintenance which needs to be completed on the reservoir, water lines, valve upgrades, and water meters, and

Whereas, pursuant to current loan contracts between the Town and the State of Colorado, specifically the Water Conservation Board, the Town through its Water Activity Enterprise is required to take all necessary action to establish revenues from water charges and fees sufficient to pay loan amounts in a timely manner as required by the terms and conditions of that contract, and

Whereas, pursuant to Ordinance Number 520, fees, rates, and charges for water and sewer may be amended by resolution, and

Whereas, Resolution 97-7 passed at the last Town Board meeting did not address all rates and charges and that Town Board wishes to amend such Resolution in its entirety.

EXHIBIT A
EASEMENT VACATION

Item #5.

PLAT OF
COUNTRY ACRES SUBDIVISION
EIGHTH FILING

BEING A PORTION OF COUNTRY ACRES FIFTH ANNEXATION AND
COUNTRY ACRES SIXTH ANNEXATION TO THE TOWN OF JOHNSTOWN
LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP
4 NORTH, RANGE 87 WEST OF THE 8th P.M., COUNTY OF WELD,
STATE OF COLORADO.

STATEMENT OF OWNERSHIP, SUBDIVISION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, being the
owner of all the following described land to wit:

A tract of land located in the Northwest Quarter of Section 8,
Township 4 North, Range 87 West of the 6th Principal Meridian, Town
of Johnstown, Weld County, Colorado, being more particularly
described as follows:

Considering the North line of the Northwest Quarter of said Section
8 as bearing South 89°13'00" East and with all bearings contained
herein relative thereto:

Commencing at the Northwest corner of said Section 8; thence along
said North line, South 89°13'00" East, 30.00 feet; thence, South
00°14'29" West, 47.63 feet to a point on the South right-of-way
line of State Highway No. 60, said point being the POINT OF
BEGINNING; thence along said South right-of-way line, South
89°43'30" East, 946.86 feet to the Northwest corner of Country Acres
Subdivision Fifth Filing; thence along the West line of said Fifth Filing
the following 4 courses and distances, South 07°28'08" West,
357.58 feet; thence, South 66°16'00" West, 50.00 feet; thence,
South 27°57'30" West, 165.00 feet; thence, South 25°53'30" East,
15.68 feet to the most Northern corner of Country Acres Subdivision
Sixth Filing; thence along the Northern line of said Sixth Filing
the following 3 courses and distances, South 64°03'05" West,
120.61 feet; thence, South 58°15'03" West, 60.31 feet; thence,
South 81°29'30" West, 168.00 feet; thence, North 78°25'02"
West, 76.36 feet; thence, North 63°22'54" East, 60.00 feet to a
non-tangent curve concave to the Northwest having a central angle
of 08°46'05", a radius of 170.00 feet and the chord of which
bears North 22°14'04" East, 25.99 feet; thence along the arc of
said curve 28.02 feet; thence along a non-tangent line, North
66°08'30" West, 84.95 feet; thence, North 89°45'31" West, 50.81
feet; thence, North 68°54'56" West, 60.05 feet; thence, North
89°45'31" West, 157.40 feet to a point on the East right-of-way
line of Weld County Road 15; thence along said East right-of-way
line North 00°14'29" East, 525.00 feet to the Point of Beginning.

The above described tract of land contains 11,750 acres more or
less and is subject to all easements and rights-of-way now on
record or existing or indicated on this plat and does hereby
dedicate and convey to and for public use, forever hereafter, the
streets and easements as are laid out and designated on this plat.

IN WITNESS WHEREOF:

CHESTER T. HAYS & CO., a Colorado partnership

Chester T. Hays hath caused his name to be herewith subscribed this
5th day of March, 1996, A.D., 1996.

By: *Chester T. Hays*
Chester T. Hays

STATE OF COLORADO)
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 5th day
of March, 1996, A.D., 1996 by Chester T. Hays.

My Notarial Commission expires September 1, 1996
Notary Public

ATTORNEY'S CERTIFICATE

This is to certify on the 8th day of March, 1996, I
examined the title to the property as described hereon and
established that the owners and proprietors of record of the said
property as construed in C.R.S. 1973, 31-25-111, are as shown
hereon as of said date.

Michael J. Gilliland
Address: 1007 9th Avenue
Greeley Co 80631
Registration No. 007528

SURVEYOR'S STATEMENT

I, Gerald D. Gilliland, a Professional Land Surveyor in the State
of Colorado, do hereby state that the survey and legal description
shown hereon was made under my direct responsibility, supervision
and checking and that this plat accurately represents said survey
and that all monuments exist as shown hereon.

Gerald D. Gilliland
Gerald D. Gilliland
Registered Land Surveyor
Colorado Registration No. 14823
Date 2/21/96

Notice: According to Colorado Law, you must commence any legal
action based upon any defect on 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 survey shown hereon.

This plat, to be known as COUNTRY ACRES SUBDIVISION, EIGHTH FILING
was approved by action of the Board of Adjustments of the Town of
Johnstown, Colorado, at a regular meeting held on
2/14/95, 1995.

By: *Carol L. Zott*
CHAIRMAN

This plat, to be known as COUNTRY ACRES SUBDIVISION, EIGHT FILING is
approved and accepted to the Town of Johnstown, Weld County,
Colorado, at a regular meeting of the Board of Trustees of the Town
of Johnstown, Colorado, held on January 1, 1996.

By: *Ray E. Wilkes* Attest: *Steve Sule*
MAYOR TOWN CLERK

FED
Engineering Consultants
221 South Main Street
Fort Collins, Colorado 80501
(970) 221-1111

VACATION OF PEDESTRIAN EASEMENT

The Town of Johnstown hereby vacates and releases any and all interest now and forever in the 10 foot Pedestrian Access Easement described as follows:

A parcel of land situated in Lot 16 of Country Acres Subdivision Eighth Filing, being a portion of Country Acres Fifth Annexation and Sixth Annexation to the Town of Johnstown, located in the Northwest Quarter of Section 8, Township 4 North, Range 67 West of the 6th P.M., County of Weld State of Colorado, being more fully described on Exhibit A attached hereto and incorporated herein by reference.

Said easement was previously dedicated on the Plat of Country Acres Subdivision Eighth Filing and recorded with the Weld County Clerk and Recorder on May 14, 1996, at Reception No. 2490820 B-1547 P-114.

Dated this ____ day of _____, 2020.

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2021-02

APPROVING VACATION OF PEDESTRIAN EASEMENT
SITUATED IN LOT 16 OF COUNTRY ACRES SUBDIVISION EIGHTH FILING

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, on August 4, 1997, the Town Board of Trustees, the predecessor to the Town Council, approved the vacation of a pedestrian easement situated in Lot 16 of Country Acres Subdivision Eighth Filing and directed that the pedestrian easement be relocated to the east of the property onto the existing utilities easement; and

WHEREAS, the pedestrian easement was not thereafter vacated; and

WHEREAS, the property owner has requested that the Town undertake the requisite action to vacate the pedestrian easement; and

WHEREAS, Town staff has indicated that, while the vacation of the pedestrian easement may be readily accomplished, the relocation of the pedestrian easement will require additional review and recommends that, to accommodate the property owner’s request, the Town Council vacate the pedestrian easement and allow Town staff additional time to assess the viability of the relocation of the easement; and

WHEREAS, the Town Council desires to accommodate the property owner’s request and vacate the pedestrian easement situated in Lot 16 of Country Acres Subdivision Eighth Filing.

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

1. The Town Council hereby approves the vacation of the pedestrian easement situated in Lot 16 of Country Acres Subdivision Eighth Filing and directs the Mayor to execute the Vacation of Pedestrian Easement attached hereto and incorporated herein by reference as Exhibit A.

PASSED, SIGNED, APPROVED, AND ADOPTED this ____ day of January, 2021.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: January 4, 2021

SUBJECT: Water and Sewer Service Agreement – AC Ice (Gateway)

ATTACHMENTS: 1. Water and Sewer Service Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning and Development Director
Avi Rocklin, Town Attorney

ITEM DESCRIPTION:

AC Ice is a proposed enclosed warehouse and distribution business (14,563 SF) in the Gateway Subdivision, Filing 4. The Gateway development has previously dedicated water, under separate agreement, to the Town with a current credit of 33.917 AF of water. The demand of 1.62 AF has been authorized to be allocated from this 33.917 “bank” of water for this development.

A water court transfer fee of \$486.00 is due to the Town to complete the obligations of this agreement..

The project demand is anticipated to include 0.52 AF for irrigated landscaping AF of water demand; and 1.10 AF for indoor use; equaling 1.62 AF.

LEGAL ADVICE: The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE : N/A

The Community That Cares

www.TownofJohnstown.com

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

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021, by and between **A C ICE COMPANY, INC.**, a Colorado Corporation (“Developer”) and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Developer owns an interest in land comprised of approximately 2.24 acres and known as Lot 1, Block 2, Filing 4 of the Final Plat I-25 Gateway Center, Replat “A”, more specifically described in the attached Exhibit A (“Subject Property”); and

WHEREAS, the Subject Property is being developed as an ice storage and distribution warehouse that will include a 14,563 square-foot building footprint of which: 1,040 square-feet will be an office/reception area, including 2 restrooms and break room; a 3,300 square-foot shop and dry storage area, including a service sink; and approximately 10,000 square feet of freezer space and staging area (collectively, the “Project”). The Project will include 0.10 acre of spray-irrigated turf and 0.18 acre of drip-irrigated mulched shrubs and trees, all sourced from the Town’s potable water system; and

WHEREAS, I-25 Gateway Center, LLC, a Colorado limited liability company, previously dedicated ten (10) shares of stock in the Consolidated Home Supply Ditch and Reservoir Company to the Town to supply the required water for those certain lands in the development known as the I-25 Gateway Center; and

WHEREAS, after execution of four separate water and sewer service agreements with the Town, on October 7, 2019, the Town and I-25 Gateway Center, LLC entered into an Addendum to Water Sewer Service Agreements with the Town (“Addendum”), wherein the parties agreed that, based on the initial dedication of water and the then existing use of the water, I-25 Gateway Center, LLC had a surplus raw water credit with the Town in the amount of 33.917 acre-feet; and

WHEREAS, I-25 Gateway Center, LLC desires to assign a portion of the raw water credit to the Developer to supply the necessary water demand for the Project, as evidenced in Exhibit B, attached hereto and incorporated herein by reference; and

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

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-111 through 13-126, inclusive, of the Johnstown Municipal Code, as amended, (“Ordinance”), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Project dated August 11, 2020. Said analysis was received by the Town and is on file with the Town and as modified by the Town’s Water Engineer by memorandum dated September 24, 2020, is hereby accepted by the Town as to the Potable Water demands. Said analysis addresses the projected water and sewer demands for the Project as follows:

Development Component (Potable)	Demand (AF/YR)	Consumption (AF/YR)
In-building use	1.10	0.06
Landscaping irrigation	0.52	0.44
Total potable water use	1.62	0.50

2. Water Rights Dedication. I-25 Gateway Center, LLC has dedicated to the Project 1.62 acre-feet of its existing raw water credit, as shown in Exhibit B.

3. Commitment to serve. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 1.62 acre-feet per year of potable water supply together with the corresponding sewer service.

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

5. Payment of Water Court Transfer fees. Within ten days of the execution of this Agreement, Developer shall pay to the Town the sum of Four Hundred Eighty-Six Dollars (\$486.00) as payment of the Water Court Transfer Fees required by the Ordinance, based upon three (3) single family equivalent units.

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

TO DEVELOPER:

A C Ice Company, Inc.
 Attn: Edward Churchwell
 221 Hospital Road
 Brush, CO 80723

TO THE TOWN:

Town of Johnstown
 c/o Town Clerk
 450 S. Parish Ave.
 Johnstown, CO 80534
 Email: dseele@townofjohnstown.com

WITH A COPY TO
THE TOWN ATTORNEYS:

Avi Rocklin, Esq.
 Johnstown Town Attorney
 1437 N. Denver Avenue, #330
 Loveland, CO 80538
 Email: avi@rocklinlaw.com

Peter J. Ampe
 Hill & Robbins, P.C.
 1660 Lincoln St., Suite 2720
 Denver, CO 80264
 Email: peterampe@hillandrobbs.com

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

7. Default. In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after a ninety-day period, either Party may then commence an action in a court of competent jurisdiction, and shall be entitled to such remedies as are provided by law, including the Town's ordinances.

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

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

10. Attorney's fees and costs. If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or

damages, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

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

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

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

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

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

16. No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

17. Recordation. This Agreement may be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Weld County, Colorado, and, effective as of the date of such recordation, this Agreement shall run with the Subject Property, shall be binding upon the Parties hereto and the permitted successors and assigns of the Developer and shall constitute notice of this Agreement to all persons or entities not parties hereto.

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

[Signatures Follow on Separate Page]

A C Ice Company, Inc.

By: _____

Name: Edward Churchwell

Title: President

STATE OF COLORADO)
) ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2021 by Edward Churchwell as President of A C Ice Company, Inc.

Witness my hand and official seal.

Notary Public

Address

Telephone

My Commission Expires:

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____

Gary Lebsack, Mayor

ATTEST:

By: _____

Diana Seele, Town Clerk



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: January 4, 2021

SUBJECT: Water and Sewer Service Agreement – Thompson School District
R2-J Riverview School (pK-8)

ATTACHMENTS: 1. Water and Sewer Service Agreement with Exhibit

PRESENTED BY: Kim Meyer, Planning and Development Director
Avi Rocklin, Town Attorney

ITEM DESCRIPTION:

The Thompson School District is intending to dedicate 16 AF of raw water (2 shares of adjudicated Consolidated Home Supply) to serve the new 1,000-student Riverview School being constructed in the Thompson River Ranch neighborhood. Demand and dedication is estimated at 13.99 AF, leaving a surplus dedication of 2.01 AF, which will be held by the Town as a credit to the District.

The District has 10 days to provide the water to the Town to meet the obligations of this agreement. A water court transfer fee of \$4,200 is also due with that dedication.

The project demand is anticipated to include 7.58 AC of irrigated landscaping and fields, and 0.29 acres of irrigated right-of-way – for 11.45 AF of water demand; and 2.54 AF for indoor use; equaling 13.99 AF.

LEGAL ADVICE: The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE : N/A

The Community That Cares

www.TownofJohnstown.com

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

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021, by and between the **THOMPSON SCHOOL DISTRICT R2-J**, a political subdivision of the State of Colorado (“School District”), and **THE TOWN OF JOHNSTOWN**, a Colorado home rule municipal corporation, (“Town”), collectively sometimes referred to as the “Parties.”

WITNESSETH:

WHEREAS, the School District owns an interest in approximately 16 acres of land within the Town of Johnstown, located at 3550 Barkwood Drive, Johnstown, Colorado 80534, and more specifically described in the attached Exhibit A (“Subject Property”); and

WHEREAS, the Subject Property is being developed to include a 130,000 square-foot school with a capacity for up to 1,000 students, 4.11 acres of irrigated turf and 0.78 acres of drip-irrigated mulched planting beds (“Project”); and

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

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-111 through 13-126, inclusive, of the Johnstown Municipal Code, as amended, (“Ordinance”), the School District has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Project, which analysis was subsequently amended and re-amended September 21, 2020. Said analysis was received by the Town and is on file with the Town and as modified by the Town’s Water Engineer by a second revised memorandum dated September 23, 2020, is hereby accepted by the Town as to the potable water demands. The analysis provided by the School District addresses the projected water and sewer demands for the Project as follows:

Development Component (Potable)	Demand (AF/YR)	Consumption (AF/YR)
In-building water use	2.54	0.13
Irrigation of 4.11 acres turf	10.28	8.74
Drip irrigation of 0.78 mulched beds	1.17	0.99
Total potable water use	13.99	9.86

In addition to the above listed water demand, the School District will irrigate an area of up to 2.69 acres to re-establish native vegetation. This irrigation will be allowed in an amount up

to 2.69 acre-feet per year for not more than 3 irrigation seasons after the execution of this agreement. After the end of the third irrigation season, this area will no longer be irrigated. Continued irrigation of this area will be a material breach of this agreement.

2. Water Rights Dedication. Within 10 days after the mutual execution of the Agreement, the School District will dedicate to the Town 2 shares of stock in the Consolidated Home Supply Ditch & Reservoir Company, which shares have been changed to include municipal use, totaling 16 acre-feet of usable water per year (“Water Stock”). If this dedication is not made within the required time period, this Agreement will be voided without further action from either of the Parties.

3. Surplus dedication credit. The dedication of the Water Stock and other supplies described in paragraph 2, above, has provided potable raw water credits in excess of the water demand projected for the Project. As a result of said dedication, The School District will have a surplus dedication credit with the Town of approximately 2.01 acre-feet. The credit is calculated as follows:

Credit for Potable Water Dedicated:	16.00 acre-feet
LESS:	
Estimated Potable Demand:	13.99 acre-feet

Net current surplus potable credit: 2.01 acre-feet

4. Commitment to serve. Subject to the School District’s performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 13.99 acre-feet per year of potable water supply together with the corresponding sewer service.

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

6. Payment of Water Court Transfer fees. Upon execution of this Agreement, the School District must pay to the Town the sum of FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200) as payment of the Water Court Transfer Fees required by the Ordinance. This payment is only for the required dedication of 13.99 acre-feet per year of estimated potable water demand and estimated potable consumptive use of 9.86 acre-feet per year (28 SFE) for the Project and has not been assessed against any of the surplus dedication credit of 2.01 acre-feet. If the actual demand for the Project increases, additional fees will be required. Further, in accordance with the Ordinance, additional fees will be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the parties in accordance with the Town’s Ordinance. If an upward adjustment in demand is warranted based on actual water

usage as described in paragraph 5, above, the Water Court Transfer Fee will also be increased proportionately

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

TO THE SCHOOL DISTRICT:

Thompson School District R2-J
Attn: Superintendent
800 South Taft Ave.
Loveland, CO 80537

TO THE TOWN:

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

**WITH A COPY TO THE
SCHOOL DISTRICT'S ATTORNEYS:**

Caplan & Earnest LLC
3107 Iris Ave., Suite 100
Boulder, CO 80301

**WITH A COPY TO
THE TOWN ATTORNEYS:**

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

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

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

8. Default. In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after a ninety-day period, either Party may then commence an action in a court of competent jurisdiction and shall be entitled to such remedies as are provided by law, including the Town's ordinances.

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

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

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

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

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

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

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

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

17. Recordation. This Agreement may be recorded by the Town at School District's expense in the office of the Clerk and Recorder of Larimer County, Colorado, and, effective as of the date of such recordation, this Agreement shall run with the Subject Property, shall be binding upon the Parties hereto and the permitted successors and assigns of the School District and shall constitute notice of this Agreement to all persons or entities not parties hereto.

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

THOMPSON SCHOOL DISTRICT R2-J

By: _____

Name:

Title:

[illegible]

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2021 by _____ as _____ of Thompson School District.

Witness my hand and official seal.

Notary Public

Address

Telephone

My Commission Expires:

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: January 4, 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):

- 01/11/2021 – Work Session
 - 01/20/2021 – Regular Town Council Meeting
 - 02/01/2021 – Regular Town Council Meeting
-

Administration, Finance, & Planning

- *Round 2 Micro Grant* – The Town has received 4 applications for Round 2 Micro Grant Requests. 3 awards have been made from these applicants totaling over \$35,000.
- *Home Supply Shares* – The Town closed on 2 changed Home Supply Shares and is working to close on one more unchanged share in January 2021.
- *Broadband Study* – Preparations for the Broadband study are underway currently. We are also concurrently having discussions with other municipalities who may have an interest to partner together on the study that may include evaluation of a regional broadband approach with multiple governmental entities involved together providing the service to a larger area. More details to come as we develop the RFP.
- *Liquor Licenses* – Veteran Brothers Brewing and BM Nail Bar renewal licenses have been submitted to the State. Parry's Pizzeria & Bar was recently approved for a Temporary Modification of Premises License.

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- *Red Flag Policy* – The Town’s Red Policy is being reviewed and updated and will be brought to Council should any material changes be recommended.
- *2020 Audit* – The 2020 Audit is scheduled to begin the week of April 26th.
- *TRAKiT Software* – The Town’s new geo-based building and development permitting and project tracking system went live as of January 1, culminating an intense one-year configuration process. Once Town Staff are well-versed in using the system, a customer-facing “eTRAKiT” site will launch allowing direct online application and tracking, as well as citizen inquiries.
- *Comprehensive Plan Update* – Town Staff continue to address revisions and clarifications in the draft plan document. Release of the Final Draft has been delayed to ensure these revisions are fully integrated into that final document for public review.

Police Department

Training

- *Arrest Control Training* – Sergeant Williams conducted a markup arrest control training for the entire department for arrest control certifications.
- *Field Evidence Technician (FET) Certification* – Christina Adair completed FET certification training and she is now certified by the State in Crime Scene Administration and Management Skills, Crime Scene Sketching, Footwear and Tire Impression Recovery, Gun Shot Residue Recovery, Latent Print Development, Crime Scene Photography, and Collection of Biological Evidence.

Community Policing, Outreach & Miscellaneous Items:

- *Holiday Plan* – Officers worked numerous extra shifts at the Hwy 34/I-25 Business district to help out with traffic control for holiday shoppers and provide a highly visible crime deterrent.

Public Works Department

Streets, Stormwater, & Parks

- *Streets* – The patch on Hwy 60 was completed on December 21, 2020. After getting approval from CDOT to close the road for repairs, Staff hired Connell Resources to repair the roadway and complete the stripping. County Roads 42, 44, 46 and County Road 3 South of Hwy 34 were all graded twice for a total of 7 miles. The missing stop sign that was discussed last meeting was replaced.
- *Sewer* – We have recently had a few sewer backups. The first located on Greeley turned out to be the homeowner’s responsibility. The second was the line located behind the Cowboy Church on S. Denver, which we have had issues with in the past. We are looking at placing a manhole or clean outs on the line to be able to do preventive maintenance in the future. Currently there is no accessible manhole located at the HWY 60 sewer line where these two lines intersect.
- *Cemetery* – Wreaths for Wreaths Across America were delivered to the cemetery for distribution. Staff received a truck load of wreaths for the annual placement on military headstones. We have had interest in purchasing niches for the Columbarium. The brick

walkway area was finished and residents are now able to start purchasing bricks to have their family names engraved on them for a fee.

- *Parks* – Staff continues disinfecting our playground weekly. Trash is also picked up weekly at all Town parks. The recent cold weather has not stopped our residents from visiting the parks.
- *Water Treatment Plant* – Staff met with CDPHE coaches to review our water treatment process. After their review, they’ve recommended using a different type of polymer in our system, which was delivered. This new polymer will help reduce more sludge volume and improve water quality. A new actuator for the surge tank is being installed. This allows staff to control the flow of raw water into the plant.
- *Lone Tree Reservoir and Pumphouse* – The pumps are working at the Lone Tree pump station. We are waiting for the reservoir to start filling so we can put the new station online. Until the Reservoir reaches the necessary water level, we are currently getting water from the Johnstown Lake.
- *Water Treatment Plant Expansion* – An RFP was posted on December 30, 2020 to hire an engineering firm to design the expansion of the Water Treatment Plant from 5 MGD to 10 MGD. Bids are due on February 5, 2021 with a planned recommendation to Council on March 15, 2021.
- *Wastewater Treatment Plants* – An RFP for equipment is out for the Low Point Plant. Aqua Engineering is bidding this project out in two parts; one for equipment and one for the contractor. This should help control some cost.
- *Central Wastewater Treatment Plant* – The plant at Central is dealing with corrosion of the wastewater line at the head works building. Replacement of these PVC lines is underway by Staff.
- *Central Wastewater Plant RFP* – An RFP will be posted on January 6, 2021 to hire an engineering firm to design a new Central Wastewater Treatment Plant. The new design will increase our daily flows from the current .999 and is tentatively planned for 2.5 MGD. Bids are tentatively due on February 17, 2021 with a recommendation to Council following the due date.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: January 4, 2021

SUBJECT: Award Contract for Sludge Removal from Pond #2 at the Central Wastewater Treatment Plant

ACTION PROPOSED: Consider awarding sludge removal contract to Denali Water Solutions.

ATTACHMENTS:

1. Contract
2. Denali (Veris) Quote
3. Bio Velocity Quote

PRESENTED BY: Marco Carani, Public Works Director

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to award the contract to Denali Water Solutions for the sludge removal of Pond #2 at the Central Wastewater Treatment Plant.

The Central Waste Water Treatment Plant Pond #2 is needing to be dredged to remove a buildup of sludge that has accumulated over the years. Currently Pond #2 handles the bulk of our wastewater. Removal of this material is of the utmost importance in order to attempt to stay in compliance with Colorado Department of Public Health and Environment regulations. By removing the material our treatment process will operate more efficiently and allow for better mixing. Pond #1 has a great amount of material; however, it only takes a small portion of the flow. The bulk of the flow goes through the headworks, then into Pond #2 and onto the Mixed Bed Bio Reactor (MBBR). All the ponds were checked for depth of sludge and the test showed Pond # 2 is about 60% full. Staff feels removing the majority of the sludge in Pond #2 will help to continue operations until the new plant is built sometime in the next five years.

Staff contacted Veris Environmental who is now Denali Water Solutions and Bio Velocity for quotes to remove this sludge.

Quotes are as follows:

Denali AKA Veris	.079 per gallon
Bio Velocity	.10 per gallon

Approximately 4 million gallons of removal is needed to get the pond to a level that allows staff to better operate the treatment facility and provide a better chance to stay in compliance with the

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State. By performing this necessary maintenance, this will provide a portion of the interim solution while we begin design to build a new plant by 2025. Funds in the amount of \$360,000 were allocated in the 2021 Budget to have this project completed.

LEGAL ADVICE:

NA

FINANCIAL ADVICE:

Funds were budgeted and approved for the 2021 fiscal year.

RECOMMENDED ACTION: Approve Selection of Denali Water Solutions to remove sludge buildup in Pond # 2 at CWWTP with a not to exceed amount of \$360,000.00.

SUGGESTED MOTIONS:

For Approval:

I move to approve the agreement as presented and award the contract to Denali Water Solutions in an amount not to exceed \$360,000.

For Denial:

I move that we deny awarding a contract to either vendor and solicit more bids for these services.

Reviewed and Approved for Presentation:

Town Manager

WASTEWATER RESIDUALS SERVICE AGREEMENT

("Customer" - Legal Business Name) Town of Johnstown, CO (Assumed Business Name or D/B/A) Name: Marco Carani Signature: _____ Date: 12/16/2020 Email: mcarani@townofjohnstown.com Address: 450 S Parish Ave., PO Box 609 Johnstown, CO 80534 Phone: 970-587-4664	Denali Water Solutions LLC Jeffrey J. LeBlanc, President Name: _____ Signature: _____ Date: _____ Email: jeffrey.leblanc@denaliwater.com Address: 3308 Bernice Ave. Russellville, AR 72801 (479) 498-0500 Phone: _____
---	--

1. This Wastewater Residuals Service Agreement and all exhibit(s) ("Agreement") is made between Customer and Denali Water Solutions, LLC ("Denali"). Customer appoints Denali as Customer's exclusive provider of dredging, transportation, land-application, land application and record-keeping/reporting services for Customer's non-hazardous, organic, wastewater residuals that are suitable for land-application ("Residuals") at the rates and for the Customer location(s) set forth on Exhibit A.
2. Denali will provide Residuals hauling service to Customer at the frequency set forth on Exhibit A, and if none specified, upon Customer's reasonable request. If service is required prior to the scheduled frequency, Customer is solely responsible for notifying Denali that service is necessary. Denali will make a reasonable effort to provide service as soon as practicable. Denali shall have reasonable access to Customer's locations at all reasonable times. Denali will provide the service in a timely and workmanlike manner and according to standard industry practices. If Customer believes that Denali's performance is defective, Customer shall notify Denali in writing within 10 days of the claimed defective service. If Denali agrees in its reasonable discretion that it did not properly provide service, then Denali will repeat performance of the service. **This limited warranty constitutes Customer's sole remedy regarding Denali's obligation to provide Residual hauling services from Customer's location. Denali disclaims all other warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose. Notwithstanding the foregoing, Denali shall be responsible and liable for any and all damages caused by Contractor's willful or negligent acts or omissions and shall indemnify and hold harmless Customer, its employees and agents, from any liability, claims, losses or damages resulting from Denali's willful or negligent acts or omissions. Notwithstanding anything herein to the contrary, in no event shall Denali be liable to Customer for any indirect, incidental, special, or consequential damages, whether arising or alleged in breach of contract or warranty, negligence, strict liability, tort, or otherwise, even if Denali is advised of the possibility of such damages. These limitations of liability constitute an essential part of this Agreement.**
3. This Agreement shall commence upon execution of the last signature above and expire 12 months after the first service, which shall not occur until Denali has completed all analysis and the Residuals have been approved and permitted for the disposal methods by the regulatory agencies. If laws or regulations are adopted and/or if field conditions change that adversely affect Denali's performance of service, Denali will notify Customer and the parties shall negotiate to modify the Agreement accordingly. If the parties cannot reach a resolution, Denali may terminate this Agreement upon 30 days' written notice. Should either party be in material breach of this Agreement and fail to cure such breach within 30 days after receipt of written notice,

the non-breaching party may terminate this Agreement, but only with regard to those locations where the material breach remains uncured.

4. Customer shall pay the service charges on Exhibit A, net 30 days with a finance charge of 1.5% per month on all outstanding invoices. Service charges shall be subject to diesel fuel price and CPI adjustment as set forth on Exhibit A. In the event of Customer's nonpayment of an invoice or other breach of this Agreement, except in the case of Customer's dispute as to the propriety of a charge, Denali shall have the right to terminate this Agreement or, without terminating, suspend service until Customer cures its breach and is current on its account. Customer agrees to pay Denali all costs of collection incurred by Denali, including without limitation, collection agency fees, attorneys' fees, and court costs. Due to variations in collection, processing, and disposal costs, Denali may increase the service charges at any time upon thirty (30) days prior written notice, subject to written approval of Customer. Denali has the right to set off any amounts that Customer owes to Denali against any amounts that may be payable by Denali to Customer.
5. Customer warrants that the samples provided to Denali for analysis are, to the best of Customer's knowledge, consistent with the Residuals that are the subject of this Agreement. Customer shall include no other constituents in the Residuals without the prior written approval of Denali, which may be withheld at Denali's sole discretion. Title to all Residuals that is not further processed by Denali shall remain with Customer at all times. Customer shall be solely responsible for the content and makeup of the Residuals. Denali shall charge Customer for any costs that result from receipt of any unacceptable materials. Customer shall be solely responsible for any and all liabilities, damages, costs, fines, or penalties of or from any third parties or regulatory agencies relating to the content of, makeup of, or title to the Residuals.
6. Each party shall be responsible for obtaining the necessary permits and approvals for its obligations set forth in this Agreement. Each party agrees to reasonably cooperate in assisting the other party in obtaining the necessary approvals or permits. Denali Water Solutions will be responsible for obtaining samples and any required lab analyses of the Residuals. Denali will pay for the lab analyses.
7. To the extent Denali places storage tanks or other equipment at Customer's location(s), all equipment Denali furnishes to Customer shall remain the property of Denali. Customer shall: (a) keep the equipment free from all encumbrances and claims; (b) not remove equipment without Denali's prior written consent; and (c) be liable for all damage, loss, or unauthorized removal of equipment caused by Customer, its employees and agents. Customer shall be responsible for any costs associated with the installation, maintenance and removal of such equipment.
8. Customer may terminate this Agreement, with or without cause, by providing written notice to Denali.
9. Denali shall maintain and keep in force during the term of this Agreement one or more policies of liability insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado, which will include protecting and indemnifying Customer in the following amounts: (i) comprehensive general liability - \$1,000,000 combined aggregate; (ii) automobile liability - \$1,000,000 combined aggregate and (ii) workers compensation – as required by law. Denali shall furnish to Customer appropriate certificates of coverage for such insurance. The insurance may not be canceled without at least fifteen (15) days' advance written notice to Customer. The insurance shall name Customer as an additionally insured party. Any required deductible or co-insurance amount shall be paid by Denali.
10. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of Customer payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted,

and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

11. Denali shall comply with the statutory provisions prohibiting employment of illegal aliens, as set forth on Exhibit B, attached hereto and incorporated herein by such reference.
12. The parties agree that Customer is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to Customer, its officers, or its employees.
13. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.
14. This Agreement constitutes the entire agreement between Denali and Customer, supersedes all prior agreements for the subject matter hereof, and can only be modified in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of each party and its successors, assignees, personal representatives, and acquirers, but Customer shall not be released of its obligations unless Denali agrees in writing. Denali expressly limits acceptance of this Agreement to the terms herein, and all courses of dealing and performance, usage of trade, and verbal agreements not reduced to writing signed by both parties shall not be binding upon the parties. By signing this Agreement, Customer hereby appoints Denali as its agent for the limited purpose of executing any required manifests, logs, or other documents relating to the services provided hereunder. The Customer signatory above is authorized to sign this Agreement.

Exhibit A

Service	Estimated Volume	Unit/Measure	Rate
Liquid Biosolids Haul/Application	4,291,139 gallons	gallon	\$0.079
Completed Annual Report	Report due by Jan 19 th	—	NA
Mobilization Fee	One time	—	\$11,000.00

Total contract not to exceed \$350,000.00.

Exhibit B
REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES
PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS

Denali shall not:

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

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

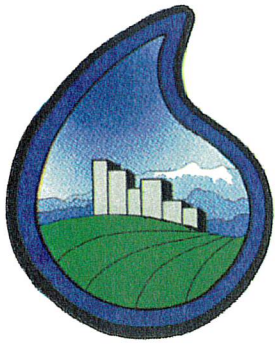
Denali is prohibited from using either the e-verify program or the Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

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

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

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

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



Veris Environmental, LLC

Item #9.

53036 Highway 71
Limon, CO 80828

Phone: 719-775-9870
Fax: 719-775-9871

204 S. Bowen Street
Longmont, CO 80502

Phone: 303-651-7070
Fax: 303-651-0309

September 25, 2020

UPDATED: October 20, 2020

Wayne Ramey
Ramey Environmental

Marco Carani
Town of Johnstown
450 S Parish Ave
Johnstown, CO 80534

REF: Sludge Removal from Pond 2 – Johnstown CO

Dear Mr. Carani,

Veris can remove and land apply the accumulated biosolids from Pond 2 located at the Town's WWTP east of Johnstown at any volume the Town wishes above 1 million gallons.

Based upon budget numbers that Wayne Ramey provided after the bid, the Town wishes to remove up to \$500,000.00 worth of sludge between Pond 2 and 1. This equates to 6,189,873 gallons ((\$500,000 - \$11,000) divided by \$.079 per gallon) or 952 loads at 6,500 gallons each. Based upon getting a Notice of Award and getting contracts executed in early to mid-November, Veris would plan to start the dredging and land application right after Thanksgiving, weather and field conditions permitting. We intend to operate two application units which will allow us to land apply about 40 loads per operational day. Therefore, we anticipate this project will take about 24 operational days to complete. Please note that these are operational days and the operation is weather dependent at the lagoon and at the application site.

The Town will need to remove the floating aeration system, cables, ropes and floating weed mats prior to Veris mobilizing on site. The Town can keep the lagoon in operation while we dredge the solids. However, we would ask that the aeration system be turned off. This will help increase the total solids our dredge can pump thereby costing the Town less money.



July 7, 2020

Town of Johnstown WWTP Lagoon Dewatering Proposal

BioVelocity, LLC is pleased to provide the attached scope and cost for dredging and dewatering of wastewater sludge at the Town of Johnstown Wastewater Lagoons.

BioVelocity, LLC proposes to provide the following scope of services for removing an estimated volume of 14.5 million gallons (14,500,000 gallons) of sludge from three (3) wastewater lagoons (see attachment for anticipated volume per lagoon).

1. Removal of approximately 14.5 million gallons of sludge from lagoon by use of SRS Crisafulli Flump Dredge.
2. Dewatering of approximately 14.5 million gallons of sludge by use of Centrisys Centrifuge.
3. Conveying biosolid material to live bottom trailer, roll off dumpster or similar to be hauled off site and disposed of in accordance with CDPHE Regulation 64 and EPA Regulation 503. Biosolids will be disposed of via compost operations to be beneficially reused.
4. Sampling and analysis of Regulation 503 included within this proposal. BioVelocity, LLC to provide annual biosolids report to Town following completion of the project.
5. Estimated time frame for BioVelocity, LLC to complete the dredging and dewatering of each lagoon are as follows, assuming 10-hour work days. Large Lagoon (9.2 MG) – 126 Days; Medium Lagoon (3.9 MG) – 55 Days; Polishing Pond (1.41 MG) – 22 Days.
6. BioVelocity to provide generator power for operation of all equipment while on the project.
7. Town of Johnstown to provide potable or non-potable water supply for process water during dewatering process. BioVelocity, LLC will provide certified backflow prevention device to be used on potable water sources. Water supply required for centrifuge operation is approximately 10,000 gallons per day.

BioVelocity, LLC proposes cost of \$0.10 per gallon for dredging, dewatering, hauling and disposal of the cake generated from the wastewater lagoons.

Sincerely,

Dave Lewis – BioVelocity, LLC

Accepted By: _____ Signature: _____ Date: _____



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

USE BY SPECIAL REVIEW PERMIT APPROVAL

APPLICANT/DEVELOPER: Kerr-McGee Oil & Gas Onshore LP

REPRESENTATIVE Tracy Colling, Kerr-McGee
Tracy.Colling@Oxy.com

FROM: Town of Johnstown, Colorado
Matt LeCerf, Town Manager

DATE: December 15, 2020

RE: **Point Three 11-16HZ Oil & Gas Site, 8501 Weld County Road 44 –
Approval with Conditions (Planning Case #USR19-0002) & Point Three
11-16HZ Approved 2A – Document #402405790**

Per the Oil & Gas Operator Agreement between Kerr-McGee Oil & Gas Onshore LP and the Town of Johnstown, dated December 16, 2019, and authorized by Town Council via Resolution 2019-31, Kerr-McGee may apply for three (3) Use By Special Review (USR) permits for oil & gas extraction facilities within the Town. Said facilities are administrative approvals per this agreement, subject to compliance with all applicable codes and regulations, and approvable by the Town Manager.

In accordance with the Johnstown Municipal Code and the Johnstown Comprehensive Plan, the Town has reviewed the Point Three USR and accompanying documents as referenced above. All comments and redlines have been addressed during the review process and your final construction drawings, Site Development Plan, and reports have been reviewed by the Town of Johnstown.

Findings

1. The applicant, Kerr-McGee Oil & Gas Onshore LP, desires to construct an oil & gas extraction pad and related appurtenances at 8501 Weld County Road 44 in the Town of Johnstown.
2. The facility proposes twelve (12) horizontal well heads and one (1) facility pad.
3. The proposed facilities are within the scope of the operator agreement.
4. The facility will be appropriately screened and visual impacts mitigated to the degree reasonably possible.
5. Approvals will be obtained from Front Range Fire Rescue relating to emergency access and response prior to construction.

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6. Haul routes have been reviewed and approved by Town of Johnstown Public Works. These are the exclusive routes for this specific project and use of alternative routes is not permitted without written approval by the Town.
7. All development plans have been reviewed and approved by Town Staff and the Town Engineer to meet all applicable review criteria and Town development standards.
8. The conditions imposed by the Town of Johnstown are not unreasonable, per the operator agreement.

Conditions of Approval

1. The Operator must maintain ongoing compliance and comply with all terms of the existing Operator Agreement.
2. Applicant/Developer shall dedicate thirty (30) feet of right-of-way on the western boundary of the property and fifteen (15) feet of right-of-way along the portion of the property that is adjacent to Weld County Road 44, per the operator agreement.
3. Applicant/Developer must maintain an approved, accessible, and functional emergency access at all times. This access shall be approved by Front Range Fire & Rescue Fire Protection District. Proof of access shall be provided in the form of an emergency access easement, accessed from Parish Ave. (Weld CR 17). Applicant/Developer must provide executed copy of said easement upon approval of this Use by Special Review. Executed copy shall be recorded with Weld County Recorder's Office within ninety (90) days of approval of this Use by Special Review.
4. Final construction documents for all development improvements (accesses, drainage facilities, etc.) shall be submitted to the Town, and be reviewed/approved by the Town prior to construction.
5. The Applicant/Developer shall provide to the Planning and Development Department two (2) sets of final, stamped full-size hard copies of both USR plans and Construction Drawings incorporating all changes, amendments, and conditions to the plans that resulted from the review processes.
6. Construction must follow the plans as approved by the Town of Johnstown. Any updates, changes or modifications to said plans must be submitted to the Town of Johnstown for review and approval prior to construction or installation.
7. Building permits shall be obtained for all equipment on site, as required, as well as all development impact fees paid at the time of said permit issuance.
8. The Town shall conduct an inspection of this site once all phases of construction are complete. It shall be the responsibility of the applicant/developer to contact the Planning and Development Department to schedule said inspection with at least 72 hours' notice.

Certificates of Occupancy are dependent upon all elements of the development being completed, per approved plans. Said inspection shall be scheduled at the discretion of the Town.

9. Within thirty (30) days of the completion of construction of the full project, the applicant/developer shall provide the Town with one (1) set of as-built drawings for this site, in electronic and hard copy form.

Therefore, it is found that the proposed oil & gas extraction facility, located at 8501 WELD COUNTY ROAD 44, Johnstown, Colorado, is approved by the Town, and

Per the Operator Agreement (2019), this USR meets the requirements for administrative approval by the Town Manager, subject to the conditions listed in this Memorandum,

And is hereby Approved with Conditions:

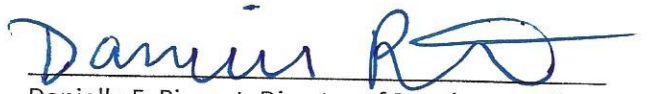
Signed:



Matt LeCerf, Town Manager

Date: 12/15/2020

Acknowledgement to this Approval and Compliance
With the Conditions:



Danielle E. Piernot, Director of Regulatory Affairs
Attorney-in-Fact for Kerr-McGee Oil & Gas Onshore LP

Date: 12/17/2020