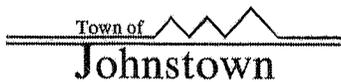


TOWN COUNCIL

MEETING

PACKET

June 15, 2015



Town Council

Agenda
Monday, June 15, 2015
Town Hall, Council Chambers
450 So. Parish Avenue
7:00 PM



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

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

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

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

- 6) **CONSENT AGENDA**
 - A) Town Council Meeting – June 1, 2015
 - B) Payment of Bills
 - C) May Financial Statements
 - D) *Resolution No. 2015-06, Approving Thompson Crossing II, Filing No. 1 Final Plat
 - E) Resolution No. 2015-07, Resolution in Opposition to Martin Marietta's Application for Use by Special Review (Case Number USR 15-0027)
 - 7) **STAFF REPORTS**
 - 8) **OLD BUSINESS**
 - 9) **NEW BUSINESS**
 - A) Consider Amended Development Agreement for 2534 West
 - B) Consider Wholesale Municipal Water Sale Agreement with Central Weld Water District
 - C) Consider Ratification of Approval of Ray Real Estate Service Agreement and BBC Research & Consulting Proposal
 - 10) **COUNCIL REPORTS AND COMMENTS**
 - 11) **MAYOR'S COMMENTS**
 - 12) **ADJOURN**
-



NOTICE OF ACCOMODATION

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

AGENDA ITEMS 6A-E

CONSENT

AGENDA

- **Council Minutes – June 1, 2015**
 - **Payment of Bills**
 - **May Financial Statements**
 - *Resolution No. 2015-06**
(Approving Thompson Crossing II, Filing
No. 1 Final Plat)
 - **Resolution No. 2015-07**
(Opposing Martin Marietta’s Application
for Use by Special Review)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: June 15, 2015

ITEM NUMBER: 6A-E

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

- A) Town Council Minutes – June 1, 2015
- B) Payment of Bills
- C) May Financial Statements
- D) *Resolution No. 2015-06, Approving Thompson Crossing II, Filing No. 1 Final Plat
- E) **Resolution No. 2015-07, Resolution in Opposition to Martin Marietta's Application for Use by Special Review (Case Number USR 15-0027)

*The attached Resolution merely memorializes the action of the Town Council which approved Thompson Crossing II, Filing No.1 Final Plat on May 18, 2015.

** Resolution No. 2015-07 expresses opposition to the proposed Use by Special Review application by Martin Marietta for a variety of industrial uses including a concrete batch plant, asphalt batch plant, asphalt and concrete recycling and aggregate transloading facility located east of County Road 13 and approximately one half mile south of US 34.

In a work session held on June 1, 2015 Town Council discussed the referral from Weld County of the Martin Marietta Use by Special Review and provided general direction to the Town Attorney for preparation of the attached Resolution.

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

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

For Denial:

Reviewed:


Town Manager

**COUNCIL
MINUTES**

The Town Council of the Town of Johnstown met on Monday, June 1, 2015 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Romanowski led the Pledge of Allegiance.

Roll Call:

Those present were: Councilmembers Berg, James, Lebsack and Mellon

Those absent were: Councilmember Molinar Jr.

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

Agenda Approval

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

Consent Agenda

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

- May 18, 2015 - Town Council Meeting Minutes

Motion carried with a unanimous vote.

New Business

A. Administer Oath of Office to Newly Appointed Council Member – KC Mitchell.

B. Consider Tavern Liquor License Renewal for Candlelight Dinner Playhouse – Councilmember James made a motion seconded by Councilmember Berg to approve the tavern liquor license renewal for Candlelight Dinner Playhouse. Motion carried with a unanimous vote.

C. Public Hearing – Use by Special Review for Oil and Gas Exploration on Miracle on 34/Encore PUD – Kerr-McGee –

Councilmember Mitchell recused himself.

This is a request by Kerr McGee Oil and Gas Onshore LP to drill and operate 5 horizontal wells in the northwest corner of the property.

Mayor Romanowski opened the Public Hearing at 7:15 and having no public comments closed the hearing at 7:32 p.m.

Councilmember Mellon made a motion seconded by Councilmember Lebsack to approve the Use by Special Review as requested by Kerr-McGee subject to the following conditions:

1. The operator shall comply with town and State regulations, including obtaining a building permit and payment of applicable use tax for permanent improvements, 2. The operator shall apply for and receive an access permit from the Town prior to constructing the new access road to High Plains Blvd. The operator shall ensure that the existing gravel road surface of LCR 3 is maintained, including operation-related repairs, as directed by the Town, 3. The operator shall provide noise and visual screening acceptable to the Town during drilling, fracking and completion operations, 4. Given the uncertainty of the timing of future planned residential development surrounding the well and battery sites, the operator shall provide for adequate and attractive visual screening of the wells from public roads. A landscaped earthen berm matching the well height but no less than 8' is recommended, 5. The operator shall call for utility locates prior to subgrade work. Motion carried with a unanimous vote.

D. Consider Water and Sewer Service Agreement for Liberty Arms Institute at 2534 – The water requirement for the Liberty Arms Institute for a firearms retail area, classrooms, receiving/storage area, gun range, offices, and restaurant, the water demand is calculated to be 19.32 acre feet/year. Water credits will come from Gerrard Family Limited Partnership LLLP and Thompson Ranch Development Company “water bank”. Councilmember James made a motion seconded by Councilmember Berg to approve the Water and Sewer Service Agreement for Liberty Arms Institute at 2534 and authorize the Mayor to sign it. Motion carried with a unanimous vote.

E. Consider Professional Services Agreement for Pavement Condition Assessment and Inventory – iWorQ Systems Inc. – In order for the Town Council to determine if they desire to institute a street maintenance fee and the revenue amount to be budgeted, a survey of the existing condition of the Town’s streets needs to be conducted to determine estimate costs of ongoing street maintenance. Public Works Director is recommending iWorQ Pavement Systems, Inc. to do the inventory of the streets in the amount of \$7,750, which is split into the Pavement Condition Assessment at \$5,500, software annual cost of \$1,250 and a one-time setup fee of \$1,000. Councilmember Berg made a motion seconded by Councilmember James to approve the professional services agreement with iWorQ Systems Inc. for a Pavement Condition Assessment and Inventory in a total amount not to exceed \$7,750 and authorize the Mayor to sign it. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 8:00 p.m.

Mayor

Town Clerk/Treasurer

**PAYMENT
OF
BILLS**

BILLS SUBMITTED FOR PAYMENT- JUNE 2015

A KID'S PLACE	\$	156.00	
A&E TIRE	\$	1,468.24	
ACE HARDWARE	\$	458.95	
ACTION PLUMBING & HEATING	\$	205.25	
ANCHOR AUTO GLASS	\$	231.90	
APEX	\$	525.00	
APPLIED CONCEPTS	\$	8,050.00	
APPLIED INDUSTRIAL TECHNOLOGIES	\$	713.67	
BAJA BROADBAND	\$	405.35	EST
BRANDON COPELAND	\$	545.00	
CASELLE INC	\$	1,326.00	
CENTURY LINK	\$	325.00	EST
CH DIAGNOSTIC	\$	1,500.00	
CINTAS	\$	369.47	
CIRSA	\$	1,000.00	
COLORADO ANALYTICAL	\$	124.00	
COLORADO INSPECTION CONNECTION	\$	5,400.00	
COLORADO MOSQUITO CONTROL	\$	2,918.34	
COLORADO PRECAST CONCRETE	\$	2,100.00	
CONTRACTORS EQUIPMENT CENTER	\$	1,083.12	
COREN PRINTING	\$	1,023.00	
CROWELL MASONRY	\$	1,205.00	
DBC	\$	191.14	
DPC INDUSTRIES (CHEMICALS)	\$	20,650.03	
ERGOMED	\$	400.00	
FINES LINES PAVEMENT MARKING	\$	15,696.00	
FIRST CLASS SECURITY SYSTEMS	\$	78.90	
FIRST NATIONAL BANK	\$	154.86	
FLOWERS FOR THREE	\$	7,093.79	EST
FRONTIER FERTILIZER	\$	50.00	
G&K SERVICES	\$	249.08	
GLENN A JONES LIBRARY	\$	31,091.67	
GMCO	\$	10,935.00	EST
GRAINGER	\$	68.20	
GREYSTONE TECHNOLOGY	\$	1,075.00	
H&R REPAIR & TOWING	\$	15.90	
HAYS MARKET	\$	138.89	
HELTON & WILLIAMSEN	\$	5,775.90	
HILL & ROBBINS PC	\$	1,471.15	
HORIZON LABORATORY	\$	25.00	
INTERNATIONAL CODE COUNCIL	\$	135.00	
IRON MOUNTAIN TRUCK & AUTO	\$	1,995.61	
J&S CONTRACTORS SUPPLY	\$	647.96	
JENSEN ARMS	\$	83.31	
JOHN DEERE FINANCIAL - LONGS PEAK	\$	178.63	
JOHNSTOWN BREEZE	\$	51.84	
JTOWN GRAPHIX	\$	30.00	
LARIMER HUMANE SOCIETY	\$	405.00	
LAZAR, MICHAEL A.	\$	1,100.00	EST
LOWE'S	\$	187.84	
MAC EQUIPMENT	\$	842.69	
MARES AUTO	\$	48.00	
MARIPOSA PLANTS	\$	85.00	
MILLIKEN JOHNSTOWN ELECTRIC	\$	965.71	
NALCO	\$	2,409.32	
NAPA AUTO PARTS	\$	1,041.47	
NICOLETTI-FLATER ASSOCIATES	\$	400.00	
PAETEC	\$	1,760.05	
PIONEER SAND	\$	751.30	
PITNEY BOWES (PURCHASE POWER)	\$	219.42	
POUDRE VALLEY REA	\$	10,253.43	
PREMIUM POWDER COATING	\$	200.00	

QUALITY WELL & PUMP		\$ 3,329.00	
QUILL		\$ 100.52	
REFUNDS WATER BILLING FOR TERMINATED ACCOUNTS		\$ 759.44	
REX OIL COMPANY		\$ 3,428.37	
ROADSAFE TRAFFIC SYSTEMS		\$ 1,113.75	
ROCK SOFT CHENILLE		\$ 216.00	
ROCKLIN, AVI - LAW OFFICE		\$ 3,655.50	
	TOWN ASSIGNMENT	\$ 3,655.50	
ROYAL-T ROOTER		\$ 100.00	
SAFETY AND CONSTRUCTION SUPPLY		\$ 1,127.40	
SANCHEZ, AARON		\$ 992.32	
SIRCHIE		\$ 315.20	
SKYBEAM		\$ 132.90	EST
SLAFTER MOWING		\$ 1,000.00	
STAMP FULFILLMENT		\$ 852.10	
SUPPLY WORKS		\$ 202.20	
TERRY'S TRACTOR SERVICE		\$ 1,925.00	
THE PRINT SHOP OF LOVELAND		\$ 1,293.00	
THE TREE GUYS		\$ 1,400.00	
TRU-GREEN CHEM LAWN		\$ 1,000.00	
UNITED POWER		\$ 794.48	EST
UTILITY NOTIFICATION CENTER		\$ 464.75	
VERIZON WIRELESS		\$ 1,257.26	
WAL-MART		\$ 154.38	
WASTE MANAGEMENT		\$ 40,525.28	
WELD COUNTY DETENTION CENTER		\$ 26.37	
WESTERN FIRE EXTINGUISHER		\$ 234.20	
WINTERS, HELLERICH & HUGHES		\$ 3,200.00	
XCEL ENERGY		\$ 39,187.65	
YOST CLEANING		\$ 1,972.00	
		\$ 260,844.45	

MAY
FINANCIAL
STATEMENTS

EXECUTIVE SUMMARY MAY 2015

41.00%

	Actual	Budget	Variance	%
GENERAL				
<u>Revenues</u>	4,419,765.00	7,103,800.00	2,684,035.00	62%
<u>Expenditures</u>				
Legislative	9,889.00	34,500.00	24,611.00	29%
Judicial	13,819.00	38,700.00	24,881.00	36%
Elections	-	20,300.00	20,300.00	0%
Administration	146,665.00	369,300.00	222,635.00	40%
Planning & Zoning	69,675.00	168,600.00	98,925.00	41%
Police	653,894.00	1,869,100.00	1,215,206.00	35%
Protective Inspections	40,481.00	134,300.00	93,819.00	30%
Streets	430,732.00	1,219,200.00	788,468.00	35%
Cemetery	3,535.00	38,700.00	35,165.00	9%
Animal Control	31,527.00	91,700.00	60,173.00	34%
Senior Coordinator	25,515.00	67,000.00	41,485.00	38%
Parks	9,788.00	61,700.00	51,912.00	16%
Community	50,282.00	389,000.00	338,718.00	13%
Transfers	211,444.00	1,445,300.00	1,233,856.00	15%
<u>Total Expenditures</u>	1,697,246.00	5,947,400.00	4,250,154.00	29%
 Excess Revenues over Expenditures	 2,722,519.00			

EXECUTIVE SUMMARY MAY 2015

41.00%

	Actual	Budget	Variance	%
WATER				
<u>Revenues</u>	1,332,172.00	2,017,200.00	685,028.00	66%
<u>Expenditures</u>				
Administration	61,324.00	216,500.00	155,176.00	28%
Operations	605,971.00	2,412,900.00	1,806,929.00	25%
Transfer	-	90,000.00	90,000.00	0%
	667,295.00	2,719,400.00	2,052,105.00	25%
Excess Revenues over Expenditures	664,877.00			

EXECUTIVE SUMMARY MAY 2015

41.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WASTEWATER				
<u>Revenues</u>	844,435.00	1,540,000.00	695,565.00	55%
<u>Expenditures</u>				
Administration	87,648.00	279,500.00	191,852.00	31%
Operation	306,556.00	1,150,600.00	844,044.00	27%
	394,204.00	1,430,100.00	1,035,896.00	28%
Excess Revenues over Expenditures	450,231.00			

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	915,459.62	2,219,093.62	3,150,000.00	930,906.38	70.5
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	23,290.54	119,161.14	200,000.00	80,838.86	59.6
01-01-4030-00 FRANCHISE TAXES	32,868.43	181,902.93	340,000.00	158,097.07	53.5
01-01-4040-00 PENALTIES & INTEREST	25.01 (	1,246.67)	4,000.00	5,246.67 (	31.2)
01-01-4070-00 SALES TAX	208,754.12	1,033,885.81	1,925,000.00	891,114.19	53.7
01-01-4080-00 SEVERANCE TAX	.00	.00	60,000.00	60,000.00	.0
TOTAL TAXES	1,180,397.72	3,552,796.83	5,679,000.00	2,126,203.17	62.6
<u>LICENSES & PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	.00	135.00	700.00	565.00	19.3
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	500.00	10,270.00	10,000.00 (	270.00)	102.7
01-02-4130-00 BUILDING PERMITS	54,120.67	274,237.42	280,000.00	5,762.58	97.9
01-02-4140-00 DOG LICENSE & PERMITS OTHE	197.00	1,880.00	2,300.00	420.00	81.7
01-02-4150-00 FINGERPRINTING	90.00	194.00	200.00	6.00	97.0
TOTAL LICENSES & PERMITS	54,907.67	286,716.42	293,200.00	6,483.58	97.8
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	1,405.68	5,422.10	14,000.00	8,577.90	38.7
01-03-4220-00 HIGHWAY USERS TAX	38,106.88	156,845.19	340,000.00	183,154.81	46.1
01-03-4230-00 ADD. VEH. REG. FEE	4,525.50	20,035.00	42,000.00	21,965.00	47.7
01-03-4240-00 COUNTY ROAD & BRIDGE	.00	4,946.32	70,000.00	65,053.68	7.1
TOTAL INTERGOVERNMENTAL	44,038.06	187,248.61	466,000.00	278,751.39	40.2
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOTS AND CARE	4,179.00	18,095.50	20,000.00	1,904.50	90.5
01-04-4320-00 TRASH CHARGES	41,035.90	203,848.75	430,000.00	226,151.25	47.4
01-04-4330-00 OTHER SERVICES	88.39	5,520.84	1,500.00 (	4,020.84)	368.1
01-04-4340-00 FISHING PERMITS	95.00	305.00	600.00	295.00	50.8
TOTAL CHARGES FOR SERVICES	45,398.29	227,770.09	452,100.00	224,329.91	50.4
<u>FINES</u>					
01-05-4315-00 COURT FEES REFUND	.00 (	95.00)	.00	95.00	.0
01-05-4410-00 MUNICIPAL COURT FINES & FE	10,164.44	43,191.82	70,000.00	26,808.18	61.7
01-05-4420-00 SURCHARGE	1,800.00	7,334.66	7,000.00 (	334.66)	104.8
TOTAL FINES	11,964.44	50,431.48	77,000.00	26,568.52	65.5

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-06-4510-00 COMM. CENTER RENTAL FEES	30.00	7,910.00	10,000.00	2,090.00	79.1
01-06-4530-00 REFUND OF EXPENDITURES	1,140.88	4,487.13	5,000.00	512.87	89.7
01-06-4570-00 SCHOOL DISTRICT	.00	.00	26,500.00	26,500.00	.0
TOTAL MISCELLANEOUS	1,170.88	12,397.13	41,500.00	29,102.87	29.9
<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00 EARNINGS ON INVESTMENTS	4,131.06	58,688.37	45,000.00	(13,688.37)	130.4
TOTAL EARNINGS ON INVESTMENTS	4,131.06	58,688.37	45,000.00	(13,688.37)	130.4
<u>TAXES</u>					
01-08-4520-00 TRANSFER FROM WATER FUND	.00	.00	45,000.00	45,000.00	.0
01-08-4530-00 DEVELOPERS COST PAYMENT	(4,583.80)	43,716.34	5,000.00	(38,716.34)	874.3
TOTAL TAXES	(4,583.80)	43,716.34	50,000.00	6,283.66	87.4
TOTAL FUND REVENUE	1,337,424.32	4,419,765.27	7,103,800.00	2,684,034.73	62.2

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00 BOARD MEMBERS COMPENSATION	2,925.00	8,000.00	22,800.00	14,800.00	35.1
01-10-5050-00 PAYROLL TAXES	223.78	612.09	1,800.00	1,187.91	34.0
01-10-5070-00 WORKMEN'S COMPENSATION	37.12	412.87	1,000.00	587.13	41.3
01-10-6522-00 INSURANCE	181.94	363.88	800.00	436.12	45.5
01-10-6544-03 EQUIPMENT/SOFTWARE - IPADS	9.99	39.96	3,000.00	2,960.04	1.3
01-10-8016-00 PROFESSIONAL SERVICES	249.94	460.34	5,100.00	4,639.66	9.0
TOTAL LEGISLATIVE	3,627.77	9,889.14	34,500.00	24,610.86	28.7
<u>JUDICIAL</u>					
01-15-5011-00 SAL-JUDGE	1,125.00	4,387.50	10,800.00	6,412.50	40.6
01-15-5012-00 SAL-PROS. ATT.	2,530.00	9,110.00	27,000.00	17,890.00	33.7
01-15-6505-00 OFFICE EXPENSES	59.21	321.17	800.00	478.83	40.2
01-15-8016-00 PROFESSIONAL SERVICES	.00	.00	100.00	100.00	.0
TOTAL JUDICIAL	3,714.21	13,818.67	38,700.00	24,881.33	35.7
<u>ELECTIONS</u>					
01-20-6413-00 PUBLISHING	.00	.00	400.00	400.00	.0
01-20-6526-00 SUPPLIES	.00	.00	13,100.00	13,100.00	.0
01-20-8017-00 ELECTION JUDGES	.00	.00	800.00	800.00	.0
01-20-8018-00 COORDINATING W/WELD CTY	.00	.00	6,000.00	6,000.00	.0
TOTAL ELECTIONS	.00	.00	20,300.00	20,300.00	.0

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	8,448.17	31,488.71	75,400.00	43,911.29	41.8
01-25-5010-03 OVERTIME	79.84	112.81	600.00	487.19	18.8
01-25-5011-00 PART TIME OFFICE	483.84	1,675.40	4,000.00	2,324.60	41.9
01-25-5012-00 INTERN	.00	.00	5,000.00	5,000.00	.0
01-25-5015-00 CLEANING SALARIES	216.66	1,083.32	3,500.00	2,416.68	31.0
01-25-5025-00 MANAGER	5,703.81	20,637.93	50,000.00	29,362.07	41.3
01-25-5050-00 PAYROLL TAXES	1,107.81	4,034.59	10,000.00	5,965.41	40.4
01-25-5060-00 RETIREMENT FUND	1,082.62	3,965.64	9,500.00	5,534.36	41.7
01-25-5065-00 HEALTH INSURANCE	2,303.77	11,528.21	30,000.00	18,471.79	38.4
01-25-5070-00 WORKMAN'S COMPENSATION	37.12	412.87	700.00	287.13	59.0
01-25-6010-00 UTILITIES	373.80	1,761.52	6,000.00	4,238.48	29.4
01-25-6505-00 OFFICE EXPENSE	423.08	2,100.16	8,000.00	5,899.84	26.3
01-25-6506-00 UTILITY BILL MAILING	331.00	1,639.71	4,100.00	2,460.29	40.0
01-25-6510-00 TELEPHONE	155.69	689.79	2,100.00	1,410.21	32.9
01-25-6511-00 TRAINING	105.00	105.00	1,100.00	995.00	9.6
01-25-6513-00 PUBLISHING	280.80	1,068.12	6,300.00	5,231.88	17.0
01-25-6515-00 DUES AND SUBSCRIPTIONS	.00	2,281.80	2,800.00	518.20	81.5
01-25-6518-00 CLEANING SUPPLIES	110.43	476.72	1,600.00	1,123.28	29.8
01-25-6520-00 MILEAGE & EXPENSES	29.83	288.23	2,400.00	2,111.77	12.0
01-25-6522-00 INSURANCE & BONDS	3,275.00	6,550.00	14,400.00	7,850.00	45.5
01-25-6544-05 SOFTWARE	.00	3,000.00	9,500.00	6,500.00	31.6
01-25-6544-07 MISC. OFFICE EQPT.	.00	.00	1,000.00	1,000.00	.0
01-25-7020-00 MAINTENANCE & REPAIRS	168.01	424.64	3,700.00	3,275.36	11.5
01-25-8010-00 AUDIT	2,025.00	2,025.00	9,200.00	7,175.00	22.0
01-25-8012-00 COMPUTER PROFESSIONAL SERV	465.92	2,255.44	15,000.00	12,744.56	15.0
01-25-8014-00 LEGAL	4,569.05	15,450.75	35,000.00	19,549.25	44.1
01-25-8015-00 TAPING MEETINGS	545.00	2,442.00	6,600.00	4,158.00	37.0
01-25-8016-00 SALARY STUDY FEES	.00	.00	800.00	800.00	.0
01-25-8017-00 PROFESSIONAL SERVICES	85.00	425.00	2,000.00	1,575.00	21.3
01-25-8019-00 TREASURER'S FEES	11,533.32	28,742.02	48,000.00	19,257.98	59.9
01-25-9028-00 COMMUNICATIONS	.00	.00	1,000.00	1,000.00	.0
TOTAL ADMINISTRATION	43,939.57	146,665.38	369,300.00	222,634.62	39.7

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & ZONING</u>					
01-30-5010-00 SALARIES	12,510.81	45,745.10	108,500.00	62,754.90	42.2
01-30-5050-00 PAYROLL TAXES	946.93	3,448.74	8,300.00	4,851.26	41.6
01-30-5060-00 RETIREMENT FUND	1,155.45	4,224.84	10,100.00	5,875.16	41.8
01-30-5065-00 HEALTH INSURANCE	1,387.16	6,938.97	18,300.00	11,361.03	37.9
01-30-5070-00 WORKMENS COMPENSATION	37.12	412.87	1,500.00	1,087.13	27.5
01-30-6010-00 UTILITIES	291.22	1,455.63	3,200.00	1,744.37	45.5
01-30-6505-00 OFFICE SUPPLIES	75.09	650.11	2,500.00	1,849.89	26.0
01-30-6510-00 TELEPHONE	138.47	393.11	1,400.00	1,006.89	28.1
01-30-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-30-6513-00 PUBLISH/RECORD	.00	.00	200.00	200.00	.0
01-30-6515-00 DUES/SUBSCRIPTIONS	400.00	400.00	800.00	400.00	50.0
01-30-6520-00 MILEAGE & EXPENSES	.00	.00	100.00	100.00	.0
01-30-6522-00 INSURANCE AND BONDS	500.35	1,000.70	2,200.00	1,199.30	45.5
01-30-6544-04 MACHINERY AND EQPT.	.00	.00	500.00	500.00	.0
01-30-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-30-8016-00 PROFESSIONAL SERVICES	163.21	5,005.05	10,000.00	4,994.95	50.1
TOTAL PLANNING & ZONING	17,605.81	69,675.12	168,600.00	98,924.88	41.3

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	99,875.45	368,279.35	1,028,800.00	680,520.65	35.8
01-35-5010-03 OVERTIME PAY	3,699.35	8,780.40	15,000.00	6,219.60	58.5
01-35-5013-00 CLERICAL SALARIES	7,395.90	27,067.52	64,100.00	37,032.48	42.2
01-35-5050-00 PAYROLL TAXES	8,331.20	30,126.38	85,000.00	54,873.62	35.4
01-35-5060-00 RETIREMENT	5,953.82	21,952.17	62,000.00	40,047.83	35.4
01-35-5065-00 HEALTH INSURANCE	20,428.28	103,821.49	309,400.00	205,578.51	33.6
01-35-5070-00 WORKMEN'S COMPENSATION	1,781.76	19,817.76	45,000.00	25,182.24	44.0
01-35-6010-00 UTILITIES	960.26	5,738.59	16,400.00	10,661.41	35.0
01-35-6505-00 OFFICE EXPENSE	368.61	1,785.38	8,000.00	6,214.62	22.3
01-35-6510-00 TELEPHONE	535.45	2,111.08	7,500.00	5,388.92	28.2
01-35-6511-00 TRAINING	.00	2,804.11	13,000.00	10,195.89	21.6
01-35-6513-00 PUBLISHING	.00	357.50	1,000.00	642.50	35.8
01-35-6515-00 DUES AND SUBSCRIPTIONS	.00	35.00	1,200.00	1,165.00	2.9
01-35-6518-00 CLEANING SERVICES	581.00	2,874.04	8,100.00	5,225.96	35.5
01-35-6522-00 INSURANCE AND BONDS	10,461.82	20,923.64	46,000.00	25,076.36	45.5
01-35-6524-00 GAS AND OIL	1,974.30	6,284.57	38,000.00	31,715.43	16.5
01-35-6526-00 OPERATING SUPPLIES	167.94	976.00	7,000.00	6,024.00	13.9
01-35-6527-00 UNIFORMS AND CLEANING	15.00	511.06	5,000.00	4,488.94	10.2
01-35-6528-00 WELD COUNTY MAINT. AGREEME	.00	7,824.75	11,000.00	3,175.25	71.1
01-35-6544-02 COMPUTER SYSTEMS	.00	.00	2,500.00	2,500.00	.0
01-35-6544-04 RADAR GUNS	.00	169.90	8,700.00	8,530.10	2.0
01-35-6544-05 CELLULAR PHONES	.00	.00	100.00	100.00	.0
01-35-6544-06 VESTS	.00	179.98	4,500.00	4,320.02	4.0
01-35-6544-07 CAMERA & INVESTIGATION EQPT.	1,488.00	1,488.00	2,600.00	1,112.00	57.2
01-35-6544-09 SHOOTING RANGE SUPPLIES	.00	838.38	3,600.00	2,761.62	23.3
01-35-6544-10 OFFICE IMPROVEMENTS	34.88	122.57	5,000.00	4,877.43	2.5
01-35-6544-11 POLICE EQUIPMENT	.00	79.90	7,500.00	7,420.10	1.1
01-35-6544-14 POLICE EQUIPMENT	49.85	49.85	.00	(49.85)	.0
01-35-7010-00 BLDG. REPAIR & MAINT.	97.46	1,609.71	8,000.00	6,390.29	20.1
01-35-7020-00 REPAIRS AND MAINTENANCE	510.40	1,194.14	10,000.00	8,805.86	11.9
01-35-8012-00 COMP. PROFESSIONAL SERVICE	962.66	3,003.61	12,000.00	8,996.39	25.0
01-35-8014-00 LEGAL	155.00	620.00	3,000.00	2,380.00	20.7
01-35-8016-00 PROFESSIONAL SERVICES	.00	392.00	5,000.00	4,608.00	7.8
01-35-8017-00 JUVENILE ASSESSMENT CENTER	.00	5,340.00	5,400.00	60.00	98.9
01-35-8021-00 COMP. LINK TO RECORDS	600.95	2,401.70	9,500.00	7,098.30	25.3
01-35-9022-00 JAIL FEES	65.92	65.92	1,500.00	1,434.08	4.4
01-35-9028-00 COMMUNITY SERVICES	.00	4,267.58	8,700.00	4,432.42	49.1
TOTAL POLICE	166,495.26	653,894.03	1,869,100.00	1,215,205.97	35.0

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	2,250.57	8,780.73	30,000.00	21,219.27	29.3
01-40-5050-00 PAYROLL TAXES	169.55	658.70	2,500.00	1,841.30	26.4
01-40-5060-00 RETIREMENT	95.32	371.90	1,300.00	928.10	28.6
01-40-5065-00 HEALTH INSURANCE	368.65	1,844.00	5,100.00	3,256.00	36.2
01-40-5070-00 WORKMEN'S COMPENSATION	37.12	412.87	1,200.00	787.13	34.4
01-40-6010-00 UTILITIES	291.22	1,455.63	3,800.00	2,344.37	38.3
01-40-6505-00 OFFICE EXPENSE	.00	772.00	3,800.00	3,028.00	20.3
01-40-6510-00 TELEPHONE	138.47	393.11	1,600.00	1,206.89	24.6
01-40-6511-00 TRAINING	35.00	35.00	500.00	465.00	7.0
01-40-6513-00 PUBLISHING	.00	.00	500.00	500.00	.0
01-40-6515-00 DUES & SUBSCRIPTIONS	.00	25.00	200.00	175.00	12.5
01-40-6518-00 CLEANING & SUPPLIES	.00	.00	800.00	800.00	.0
01-40-6522-00 INSURANCE AND BONDS	1,819.45	3,638.90	8,000.00	4,361.10	45.5
01-40-6526-00 OPERATING SUPPLIES	.00	.00	2,000.00	2,000.00	.0
01-40-6544-02 COMPUTER	.00	.00	1,500.00	1,500.00	.0
01-40-6544-04 COMPUTER SOFTWARE	.00	.00	500.00	500.00	.0
01-40-7020-00 REPAIR & MAINTENANCE	75.10	174.91	2,000.00	1,825.09	8.8
01-40-8012-00 COMP. PROF. SERVICES	235.07	1,083.72	3,500.00	2,416.28	31.0
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	5,400.00	20,835.00	65,000.00	44,165.00	32.1
TOTAL PROTECTIVE INSPECTIONS	10,915.52	40,481.47	134,300.00	93,818.53	30.1

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-5010-00 SALARIES	27,566.85	97,944.42	266,000.00	168,055.58	36.8
01-45-5010-03 OVERTIME	159.34	2,157.51	7,000.00	4,842.49	30.8
01-45-5015-00 PART-TIME SALARIES	166.50	166.50	15,000.00	14,833.50	1.1
01-45-6050-00 PAYROLL TAXES	2,092.80	7,467.55	22,000.00	14,532.45	33.9
01-45-6060-00 RETIREMENT FUND	1,780.40	6,433.81	18,500.00	12,066.19	34.8
01-45-6065-00 HEALTH INSURANCE	5,335.37	26,530.32	70,000.00	43,469.68	37.9
01-45-6070-00 WORKMEN'S COMPENSATION	742.40	8,257.40	16,000.00	7,742.60	51.6
01-45-6010-00 UTILITIES	162.08	1,886.65	15,000.00	13,313.35	11.2
01-45-6015-00 UTILITIES - STREET LIGHTIN	19,162.75	78,040.46	230,000.00	151,959.54	33.9
01-45-6505-00 OFFICE EXPENSE	73.00	136.12	600.00	463.88	22.7
01-45-6510-00 TELEPHONE	221.94	881.08	3,300.00	2,418.92	26.7
01-45-6511-00 TRAINING	.00	.00	1,500.00	1,500.00	.0
01-45-6515-00 DUES & SUBSCRIPTIONS	225.00	225.00	500.00	275.00	45.0
01-45-6518-00 CLEANING SUPPLIES	108.54	574.38	1,600.00	1,025.62	35.9
01-45-6522-00 INSURANCE AND BONDS	5,731.26	11,462.52	25,200.00	13,737.48	45.5
01-45-6524-00 GAS & OIL	283.22	4,513.76	22,500.00	17,986.24	20.1
01-45-6526-00 OPERATING SUPPLIES	.00	709.86	4,500.00	3,790.14	15.8
01-45-6530-00 SNOW AND ICE REMOVAL	.00	13,378.40	20,000.00	6,621.60	66.9
01-45-6532-00 TRASH SERVICE	41,760.75	161,620.00	425,000.00	263,380.00	38.0
01-45-6534-00 WEED CONTROL	.00	.00	6,000.00	6,000.00	.0
01-45-6536-00 STREET SIGNS	.00	36.99	4,000.00	3,963.01	.9
01-45-6544-03 EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-45-6544-06 HOLIDAY DECORATIONS	.00	890.75	5,000.00	4,109.25	17.8
01-45-6544-07 TOOLS	.00	376.08	3,500.00	3,123.92	10.8
01-45-6544-09 SAFETY EQUIPMENT	11.76	140.80	4,000.00	3,859.20	3.5
01-45-7020-00 REP & MAINT - EQUIP & BLDG	3,794.69	5,149.82	20,000.00	14,850.18	25.8
01-45-7030-00 REPAIR & MAINT. BLDGS.	.00	.00	5,000.00	5,000.00	.0
01-45-8016-00 PROFESSIONAL SERVICES	287.61	1,951.32	3,500.00	1,548.68	55.8
TOTAL STREETS	109,666.26	430,731.50	1,219,200.00	788,468.50	35.3

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
01-50-5015-00 SALARIES	148.50	148.50	12,000.00	11,851.50	1.2
01-50-5050-00 PAYROLL TAXES	11.36	11.36	1,000.00	988.64	1.1
01-50-5070-00 WORKMEN'S COMPENSATION	74.24	825.74	1,300.00	474.26	63.5
01-50-6513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-6522-00 INSURANCE	432.12	864.24	1,900.00	1,035.76	45.5
01-50-6524-00 GAS & OIL	.00	.00	1,800.00	1,800.00	.0
01-50-6526-00 SUPPLIES	217.99	442.66	1,600.00	1,157.44	27.7
01-50-6533-00 TREE TRIMMING	.00	.00	3,500.00	3,500.00	.0
01-50-6534-00 FERTILIZER & WEED CONTROL	.00	1,000.00	4,700.00	3,700.00	21.3
01-50-6544-02 HAND MOWER	.00	.00	1,000.00	1,000.00	.0
01-50-6544-03 SPINTRIMMER	.00	.00	800.00	800.00	.0
01-50-6544-05 TOOLS	.00	.00	400.00	400.00	.0
01-50-6544-06 TREES	.00	.00	1,500.00	1,500.00	.0
01-50-7020-00 REPAIRS AND MAINTENANCE	62.94	62.94	3,200.00	3,137.06	2.0
01-50-7025-00 SPRINKLER REPAIR	.00	.00	3,200.00	3,200.00	.0
01-50-8016-00 PROFESSIONAL SERVICES	11.80	179.80	500.00	320.20	36.0
TOTAL CEMETERY	958.95	3,535.14	38,700.00	35,164.86	9.1
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	4,625.40	18,134.00	45,300.00	27,166.00	40.0
01-55-5010-03 OVERTIME	64.24	128.48	200.00	71.52	64.2
01-55-5050-00 PAYROLL TAXES	345.40	1,330.27	3,500.00	2,169.73	38.0
01-55-5060-00 RET BEN	195.91	768.07	2,000.00	1,231.93	38.4
01-55-5065-00 HEALTH BEN	1,591.02	7,956.38	19,000.00	11,043.62	41.9
01-55-5070-00 WORKMENS COMPENSATION	74.24	825.74	1,500.00	674.26	55.1
01-55-6522-00 INSURANCE	454.86	909.72	2,000.00	1,090.28	45.5
01-55-6524-00 GAS AND OIL	163.15	523.11	3,500.00	2,976.89	15.0
01-55-6526-00 SUPPLIES	.00	279.31	1,200.00	920.69	23.3
01-55-7020-00 REPAIR & MAINTENANCE	.00	76.78	500.00	423.22	15.4
01-55-7030-00 WEED/NUISANCE CONTROL	220.46	171.21	8,000.00	7,828.79	2.1
01-55-8016-00 PROFESSIONAL SERVICES	84.00	424.00	5,000.00	4,576.00	8.5
TOTAL ANIMAL CONTROL	7,818.68	31,527.07	91,700.00	60,172.93	34.4

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	4,271.79	15,620.32	37,100.00	21,479.68	42.1
01-60-5050-00 PAYROLL TAXES	321.61	1,169.04	2,900.00	1,730.96	40.3
01-60-5065-00 HEALTH INSURANCE	676.67	3,383.35	9,400.00	6,016.65	36.0
01-60-5070-00 WORKMEN'S COMPENSATION	37.12	412.87	2,500.00	2,087.13	16.5
01-60-6010-00 UTILITIES	248.25	1,659.31	4,000.00	2,340.69	41.5
01-60-6510-00 TELEPHONE	118.95	470.50	1,300.00	829.50	36.2
01-60-6520-00 MILEAGE	150.12	684.39	3,000.00	2,315.61	22.8
01-60-6522-00 INSURANCE	341.15	682.30	1,500.00	817.70	45.5
01-60-7020-00 REPAIR & MAINTENANCE	257.14	1,433.37	5,300.00	3,866.63	27.0
TOTAL SENIOR COORDINATOR PROGRAM	6,422.80	25,515.45	67,000.00	41,484.55	38.1
<u>PARKS</u>					
01-65-6016-00 PART-TIME SALARIES	166.50	166.50	21,700.00	21,533.50	.8
01-65-5050-00 PAYROLL TAXES	12.73	12.73	1,700.00	1,687.27	.8
01-65-5070-00 WORKMEN'S COMPENSATION	74.24	825.74	1,800.00	974.26	45.9
01-65-6010-00 UTILITIES	829.82	3,929.42	8,000.00	4,070.58	49.1
01-65-6511-00 TRAINING	.00	.00	300.00	300.00	.0
01-65-6522-00 INSURANCE AND BONDS	477.60	955.20	2,100.00	1,144.80	45.5
01-65-6524-00 GAS AND OIL	84.63	84.63	1,800.00	1,715.37	4.7
01-65-6526-00 SUPPLIES	.00	528.36	2,000.00	1,471.64	26.4
01-65-6534-00 FERTILIZER AND WEED CONTROL	2,135.03	2,135.03	9,000.00	6,864.97	23.7
01-65-6542-00 PORTA-POTTIES	207.53	207.53	2,000.00	1,792.47	10.4
01-65-6544-01 MOWER	.00	.00	1,000.00	1,000.00	.0
01-65-6544-02 SPIN TRIMMER	.00	.00	800.00	800.00	.0
01-65-7020-00 REPAIRS AND MAINTENANCE	197.43	521.21	5,000.00	4,478.79	10.4
01-65-7025-00 SPRINKLER REPAIRS	421.51	421.51	4,500.00	4,078.49	9.4
TOTAL PARKS	4,607.02	9,787.86	61,700.00	51,912.14	15.9
<u>LIBRARY</u>					
01-70-7000-00 TOWN SUPPORT-LIBRARY	31,091.67	155,458.35	373,100.00	217,641.65	41.7
TOTAL LIBRARY	31,091.67	155,458.35	373,100.00	217,641.65	41.7

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-75-6526-00 COMMUNITY CENTER SUPPLIES	69.98	219.29	6,500.00	6,280.71	3.4
01-75-7020-00 COMMUNITY CENTER REPAIR	1,107.15	4,653.22	10,000.00	5,346.78	46.5
01-75-7025-00 COMMUNITY CENTER UTILITIES	248.24	1,659.31	7,500.00	5,840.69	22.1
01-75-7031-00 DOWNTOWN BEAUTIFICATION	2,821.99	5,501.89	25,000.00	19,498.11	22.0
01-75-7033-00 PUBLIC ART	.00	.00	15,000.00	15,000.00	.0
01-75-7051-00 MUSEUM IMPR.	.00	.00	67,100.00	67,100.00	.0
01-75-7054-00 TOWN HALL IMPROVEMENTS	.00	.00	5,500.00	5,500.00	.0
01-75-7055-00 ECONOMIC DEVELOPMENT CONT.	.00	1,000.00	11,000.00	10,000.00	9.1
01-75-7060-00 CITIZEN COMMUNICATION PROGRAM	3,000.00	6,000.00	23,200.00	17,200.00	25.9
01-75-7066-00 WEB SITE CONSULTANT	.00	.00	3,500.00	3,500.00	.0
01-75-7070-00 BARBEQUE DAYS CONTRIBUTION	2,000.00	12,175.00	23,700.00	11,525.00	51.4
01-75-7080-00 MOSQUITO SPRAYING	2,918.34	2,918.34	17,500.00	14,581.66	16.7
01-75-7090-00 INSURANCE DEDUCTIBLES	.00	.00	15,000.00	15,000.00	.0
01-75-7100-00 SEPARATION BENEFITS	.00	.00	10,000.00	10,000.00	.0
01-75-7125-00 GROUNDS MAINTENANCE	1,835.00	2,547.50	15,000.00	12,452.50	17.0
01-75-7129-00 NEWSLETTER/COMMUNICATION	1,251.23	4,761.23	21,000.00	16,238.77	22.7
01-75-7130-00 TOWN HALL MAINT. AGREEMENT	47.95	561.70	5,000.00	4,438.30	11.2
01-75-7131-00 SAFETY AWARD PROGRAM	.00	.00	2,500.00	2,500.00	.0
01-75-7133-00 DOWNTOWN FACADE GRANT PROGRAM	3,784.29	3,784.29	10,000.00	6,215.71	37.8
01-75-7135-00 STREET MAINTENANCE FEE STUDY	.00	.00	50,000.00	50,000.00	.0
01-75-7136-00 SALES/PROP.TAX/IMPACT STUDIES	.00	4,500.00	45,000.00	40,500.00	10.0
TOTAL LEGISLATIVE	19,084.17	50,281.77	389,000.00	338,718.23	12.9
<u>TRANSFERS OUT</u>					
01-80-7040-00 TRANSFER WATER FUND	.00	.00	182,200.00	182,200.00	.0
01-80-7050-00 TRANSFER - CONTINGENT FUND	.00	.00	225,000.00	225,000.00	.0
01-80-7080-00 TRANSFER TO DEVELOPERS COST	.00	.00	25,000.00	25,000.00	.0
01-80-7110-00 SALES TAX REFUND	27,788.28	55,985.32	140,000.00	84,014.68	40.0
01-80-7115-00 TRANSFER TO EQPT. REPLACEMENT	.00	.00	500,000.00	500,000.00	.0
TOTAL TRANSFERS OUT	27,788.28	55,985.32	1,072,200.00	1,016,214.68	5.2
TOTAL FUND EXPENDITURES	453,735.97	1,697,246.27	5,947,400.00	4,250,153.73	28.5
NET REVENUE OVER EXPENDITURES	883,688.35	2,722,519.00	1,156,400.00	(1,566,119.00)	235.4

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2015

WATER FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
02-00-4310-00 WATER CHARGES	127,235.63	529,282.56	1,700,000.00	1,170,717.44	31.1
02-00-4320-00 WATER TAP FEES	72,800.00	306,800.00	.00 (	306,800.00)	.0
02-00-4322-00 RAW WATER DEV. FEE	72,000.00	345,464.00	.00 (	345,464.00)	.0
02-00-4325-00 WATER REFUNDS	(1,285.58)	(3,441.79)	.00	3,441.79	.0
02-00-4330-00 MISCELLANEOUS	24,232.46	133,489.97	110,000.00 (	23,489.97)	121.4
02-00-4610-00 EARNINGS ON INVESTMENTS	1,392.31	20,577.74	25,000.00	4,422.26	82.3
02-00-4830-00 TRANSFER FROM GENERAL FUND	.00	.00	182,200.00	182,200.00	.0
 TOTAL SOURCE 00	 <u>296,374.82</u>	 <u>1,332,172.48</u>	 <u>2,017,200.00</u>	 <u>685,027.52</u>	 <u>66.0</u>
 TOTAL FUND REVENUE	 <u>296,374.82</u>	 <u>1,332,172.48</u>	 <u>2,017,200.00</u>	 <u>685,027.52</u>	 <u>66.0</u>

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2015

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	4,026.90	14,704.82	36,000.00	21,295.18	40.9
02-25-5010-03 OVERTIME	54.50	80.88	300.00	219.12	27.0
02-25-5015-00 PART-TIME SALARIES	483.84	1,675.40	4,200.00	2,524.60	39.9
02-25-5020-00 JANITORIAL SALARIES	216.68	1,083.35	2,700.00	1,616.65	40.1
02-25-5025-00 MANAGER	2,938.32	10,631.65	25,500.00	14,868.35	41.7
02-25-5050-00 PAYROLL TAXES	564.26	2,023.90	5,100.00	3,076.10	39.7
02-25-5060-00 RETIREMENT FUND	565.89	2,057.89	5,100.00	3,042.11	40.4
02-25-5065-00 HEALTH INSURANCE	1,216.79	6,088.81	15,000.00	8,911.19	40.8
02-25-5070-00 WORKMEN'S COMPENSATION	37.12	412.87	600.00	187.13	68.8
02-25-6010-00 UTILITIES	309.76	1,591.28	3,900.00	2,308.72	40.8
02-25-6505-00 OFFICE EXPENSE	593.07	2,386.68	5,000.00	2,613.32	47.7
02-25-6506-00 UTILITY BILL MAILING	331.02	1,639.72	4,100.00	2,460.28	40.0
02-25-6510-00 TELEPHONE	138.47	621.69	1,800.00	1,178.31	34.5
02-25-6511-00 TRAINING & MEETINGS	.00	.00	1,200.00	1,200.00	.0
02-25-6513-00 PUBLISHING	.00	24.30	1,000.00	975.70	2.4
02-25-6515-00 DUES AND SUBSCRIPTIONS	.00	2,262.36	2,200.00	(62.36)	102.8
02-25-6518-00 CLEANING SUPPLIES	110.44	476.73	1,000.00	523.27	47.7
02-25-6520-00 MILEAGE & EXPENSES	.00	.00	500.00	500.00	.0
02-25-6522-00 INSURANCE & BONDS	1,364.59	2,729.18	6,000.00	3,270.82	45.5
02-25-6544-02 CAPITAL OUTLAY - COMP. SOFT	.00	1,792.52	7,500.00	5,707.48	23.9
02-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	300.00	300.00	.0
02-25-7020-00 REPAIR & MAINT.	884.22	984.02	1,000.00	15.98	98.4
02-25-8010-00 AUDIT	2,100.00	2,100.00	5,900.00	3,800.00	35.6
02-25-8011-00 PROF. SERV.-WATER ADJUDICATION	136.85	812.41	20,000.00	19,187.59	4.1
02-25-8012-00 COMP. PROFESSIONAL SERVICES	329.47	1,727.20	8,100.00	6,372.80	21.3
02-25-8014-00 LEGAL	.00	15.50	8,000.00	7,984.50	.2
02-25-8016-00 SALARY STUDY FEES	.00	.00	1,000.00	1,000.00	.0
02-25-8017-00 PROFESSIONAL SERVICES	.00	3,401.00	40,000.00	36,599.00	8.5
02-25-9028-00 COMMUNICATIONS	.00	.00	3,500.00	3,500.00	.0
TOTAL ADMINISTRATION	16,402.19	61,324.16	216,500.00	155,175.84	28.3

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2015

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-5010-00 SALARIES	22,528.45	82,079.16	212,500.00	130,420.84	38.6
02-70-5010-03 OVERTIME	608.68	2,217.60	10,000.00	7,782.40	22.2
02-70-5015-00 PART TIME SALARIES	49.50	49.50	2,600.00	2,550.50	1.9
02-70-5050-00 PAYROLL TAXES	1,741.39	6,290.66	17,500.00	11,209.34	36.0
02-70-5060-00 RETIREMENT FUND	1,227.80	4,469.28	12,000.00	7,530.72	37.2
02-70-5065-00 HEALTH INSURANCE	4,283.42	21,278.11	65,000.00	43,721.89	32.7
02-70-5070-00 WORKMEN'S COMPENSATION	222.72	2,477.22	7,900.00	5,422.78	31.4
02-70-6010-00 UTILITIES	13,392.94	56,134.56	177,000.00	120,865.44	31.7
02-70-6510-00 TELEPHONE	446.59	2,905.31	7,000.00	4,094.69	41.5
02-70-6511-00 TRAINING	.00	55.00	3,000.00	2,945.00	1.8
02-70-6518-00 CLEANING SUPPLIES	108.54	574.37	1,500.00	925.63	38.3
02-70-6522-00 INSURANCE	5,344.63	12,788.76	23,500.00	10,711.24	54.4
02-70-6524-00 GAS AND OIL	850.74	2,379.64	14,000.00	11,620.36	17.0
02-70-6526-00 OPERATING SUPPLIES	5,179.47	21,119.61	142,000.00	120,880.39	14.9
02-70-6527-00 SUPPLIES-SAFETY EQPT.	11.76	11.76	3,400.00	3,388.24	.4
02-70-6544-01 METER UPGRADE	.00	24,110.87	95,000.00	70,889.13	25.4
02-70-6544-02 TOOLS	.00	92.02	5,000.00	4,907.98	1.8
02-70-6544-07 TESTING EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
02-70-6544-08 VEHICLE-PURCHASE	.00	.00	37,500.00	37,500.00	.0
02-70-6544-10 HWY 60 WATERLINE PROJECT	244,930.38	244,930.38	850,000.00	605,069.62	28.8
02-70-6544-13 WATER PLANT IMPROVEMENTS	.00	.00	50,000.00	50,000.00	.0
02-70-6544-22 WATERLINE REPLACEMENT	.00	.00	30,000.00	30,000.00	.0
02-70-6544-29 INSTRUMENTATION UPGRADES	.00	.00	85,000.00	85,000.00	.0
02-70-6544-32 EMERGENCY WATER INTERCONNECT	.00	.00	165,000.00	165,000.00	.0
02-70-6544-36 FIRE HYDRANT REPAIRS	.00	7,899.52	30,000.00	22,100.48	26.3
02-70-6544-38 LONE TREE REPLACE PUMP/MOTORS	.00	.00	55,000.00	55,000.00	.0
02-70-7015-00 R&M WATERLINES	.00	3,144.18	25,000.00	21,855.82	12.6
02-70-7020-00 REPAIRS & MAINTENANCE	147.18	1,354.28	50,000.00	48,645.72	2.7
02-70-7022-00 VEHICLE REPAIRS	73.70	574.48	4,000.00	3,425.52	14.4
02-70-7030-00 PURCHASED WATER	32.10	65.27	6,000.00	5,934.73	1.1
02-70-7035-00 WATER ASSESMENT	.00	78,275.60	98,000.00	19,724.40	79.9
02-70-7090-00 INSURANCE DEDUCTIBLES	1,000.00	1,000.00	4,500.00	3,500.00	22.2
02-70-8012-00 PROFESSIONAL SERVICES	26,021.89	29,694.06	120,000.00	90,305.94	24.8
TOTAL OPERATIONS - WATER FUND	328,201.88	605,971.20	2,412,900.00	1,806,928.80	25.1
<u>TRANSFERS OUT</u>					
02-80-7051-00 TRANSFER TO OTHER FUNDS	.00	.00	90,000.00	90,000.00	.0
TOTAL TRANSFERS OUT	.00	.00	90,000.00	90,000.00	.0
TOTAL FUND EXPENDITURES	344,604.07	667,295.36	2,719,400.00	2,052,104.64	24.5
NET REVENUE OVER EXPENDITURES	(48,229.25)	664,877.12	(702,200.00)	(1,367,077.12)	94.7

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2015

SEWER FUND

<u>SOURCE 00</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
03-00-4310-00 SEWER CHARGES	135,731.63	672,211.74	1,500,000.00	827,788.26	44.8
03-00-4320-00 SEWER TAP FEES	24,000.00	108,800.00	.00	(108,800.00)	.0
03-00-4330-00 MISCELLANEOUS	32,389.31	39,562.25	10,000.00	(29,562.25)	395.6
03-00-4610-00 EARNINGS ON INVESTMENTS	1,475.14	23,861.11	30,000.00	6,138.89	79.5
 TOTAL SOURCE 00	 193,596.08	 844,435.10	 1,540,000.00	 695,564.90	 54.8
 TOTAL FUND REVENUE	 193,596.08	 844,435.10	 1,540,000.00	 695,564.90	 54.8

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2015

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	6,632.87	24,242.18	57,500.00	33,257.82	42.2
03-25-5010-03 OVERTIME	111.76	157.92	500.00	342.08	31.6
03-25-5015-00 PART-TIME SALARIES	483.84	1,675.40	4,200.00	2,524.60	39.9
03-25-5020-00 JANITORIAL SALARIES	216.66	1,083.33	2,600.00	1,516.67	41.7
03-25-5025-00 MANAGER SALARIES	5,703.81	20,637.93	49,500.00	28,862.07	41.7
03-25-5050-00 PAYROLL TAXES	971.93	3,486.63	8,700.00	5,213.37	40.1
03-25-5060-00 RETIREMENT FUND	982.74	3,571.67	8,300.00	4,728.33	43.0
03-25-5065-00 HEALTH INSURANCE	2,169.62	10,856.98	28,000.00	17,143.02	38.8
03-25-5070-00 WORKMEN'S COMPENSATION	37.12	412.86	600.00	187.14	68.8
03-25-6010-00 UTILITIES - TOWN HALL	309.76	1,591.28	4,400.00	2,808.72	36.2
03-25-6505-00 OFFICE EXPENSES	353.07	1,548.26	4,400.00	2,851.74	35.2
03-25-6506-00 UTILITY BILL MAILING	331.02	1,639.72	4,000.00	2,360.28	41.0
03-25-6510-00 TELEPHONE	138.47	621.69	1,800.00	1,178.31	34.5
03-25-6511-00 TRAINING & MEETINGS	.00	.00	1,100.00	1,100.00	.0
03-25-6515-00 DUES & SUBSCRIPTIONS	.00	33.36	500.00	466.64	6.7
03-25-6518-00 CLEANING SUPPLIES	110.44	476.72	1,000.00	523.28	47.7
03-25-6520-00 MILEAGE & EXPENSES	.00	.00	800.00	800.00	.0
03-25-6522-00 INSURANCE & BONDS	1,501.04	3,002.08	6,600.00	3,597.92	45.5
03-25-6544-02 COMPUTER SOFTWARE	.00	.00	7,500.00	7,500.00	.0
03-25-6544-04 CAPITAL OUTLAY - COMPUTER	.00	.00	1,200.00	1,200.00	.0
03-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	400.00	400.00	.0
03-25-7020-00 REPAIR & MAINTENANCE	123.01	222.81	1,100.00	877.19	20.3
03-25-8010-00 AUDIT	2,500.00	2,500.00	7,000.00	4,500.00	35.7
03-25-8012-00 PROFESSIONAL SERVICES	329.45	1,727.15	7,000.00	5,272.85	24.7
03-25-8014-00 LEGAL	77.50	7,978.70	30,000.00	22,021.30	26.6
03-25-8016-00 SALARY STUDY	.00	.00	800.00	800.00	.0
03-25-8017-00 PROFESSIONAL SERVICES - ENG.	.00	181.64	40,000.00	39,818.36	.5
TOTAL PERSONNEL	23,084.11	87,648.31	279,500.00	191,851.69	31.4

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2015

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	26,899.03	98,041.37	253,000.00	154,958.63	38.8
03-70-5010-03 OVERTIME PAY	743.92	2,710.33	10,000.00	7,289.67	27.1
03-70-5050-00 PAYROLL TAXES	2,075.47	7,511.40	20,300.00	12,788.60	37.0
03-70-5060-00 RETIREMENT FUND	1,441.93	5,252.14	14,500.00	9,247.86	36.2
03-70-5065-00 HEALTH INSURANCE	5,191.80	25,788.95	72,000.00	46,211.05	35.8
03-70-5070-00 WORKMEN'S COMPENSATION	259.84	2,886.09	8,200.00	5,313.91	35.2
03-70-6010-00 UTILITIES	17,249.89	86,267.84	225,000.00	138,732.16	38.3
03-70-6510-00 TELEPHONE	547.81	2,015.50	5,200.00	3,184.50	38.8
03-70-6511-00 TRAINING	.00	85.00	3,000.00	2,915.00	2.8
03-70-6518-00 CLEANING SUPPLIES	108.54	614.41	1,500.00	885.59	41.0
03-70-6522-00 INSURANCE	6,049.66	14,198.82	26,600.00	12,401.18	53.4
03-70-6524-00 GAS AND OIL	850.74	2,379.64	14,500.00	12,120.36	16.4
03-70-6526-00 OPERATING SUPPLIES	3,185.29	33,580.56	105,000.00	71,419.44	32.0
03-70-6527-00 SUPPLIES-SAFETY EQPT.	11.76	11.76	3,500.00	3,488.24	.3
03-70-6544-02 TOOLS	.00	.00	3,500.00	3,500.00	.0
03-70-6544-03 VEHICLE	.00	.00	37,500.00	37,500.00	.0
03-70-6544-04 MANHOLE INSTALLATION	.00	.00	10,000.00	10,000.00	.0
03-70-6544-08 CENTRAL PLANT LAGOONS	.00	.00	30,000.00	30,000.00	.0
03-70-6544-10 SEWERLINE REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
03-70-6544-16 INSTRUMENTATION UPGRADES	.00	.00	115,000.00	115,000.00	.0
03-70-7015-00 REPAIRS AND MAINTENANCE	3,743.88	13,448.35	20,000.00	6,551.65	67.2
03-70-7020-00 R & M MAINS	1,442.59	4,824.66	80,000.00	75,175.34	6.0
03-70-7022-00 VEHICLE REPAIRS	55.00	374.41	3,800.00	3,425.59	9.9
03-70-7023-00 WEED CONTROL/GROUND MAINT.	.00	.00	3,000.00	3,000.00	.0
03-70-7025-00 SEWERLINE CLEANING	.00	.00	30,000.00	30,000.00	.0
03-70-7090-00 INSURANCE DEDUCTIBLES	.00	.00	5,500.00	5,500.00	.0
03-70-8012-00 PROFESSIONAL SERVICES	139.13	6,565.16	30,000.00	23,434.84	21.9
TOTAL OPERATIONS - SEWER FUND	69,996.28	306,556.39	1,150,600.00	844,043.61	26.6
TOTAL FUND EXPENDITURES	93,080.39	394,204.70	1,430,100.00	1,035,895.30	27.6
NET REVENUE OVER EXPENDITURES	100,515.69	450,230.40	109,900.00 (	340,330.40)	409.7

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2015

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
05-00-4070-00 COLORADO LOTTERY	.00	13,926.03	50,000.00	36,073.97	27.9
05-00-4110-00 PARK FEES	9,000.00	36,600.00	62,500.00	25,900.00	58.6
05-00-4130-00 LARIMER COUNTY USE TAX	5,775.17	35,386.15	40,000.00	4,613.85	88.5
05-00-4330-00 OTHER	47.97	800.91	1,000.00	199.09	80.1
05-00-4610-00 CT-EARNINGS ON INVEST.	150.26	922.59	3,500.00	2,577.41	26.4
TOTAL SOURCE 00	14,973.40	87,635.68	157,000.00	69,364.32	55.8
TOTAL FUND REVENUE	14,973.40	87,635.68	157,000.00	69,364.32	55.8

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING MAY 31, 2015

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
05-70-6533-00 TREE TRIMMING	.00	.00	6,000.00	6,000.00	.0
05-70-6544-00 PARK EQPT. & IMPROVEMENTS	.00	.00	3,000.00	3,000.00	.0
05-70-6544-01 CAPITAL - TREES	.00	.00	7,000.00	7,000.00	.0
05-70-6544-04 LAWN MOWER	.00	.00	22,000.00	22,000.00	.0
05-70-6545-00 EDDIE ARAGON PARK	37,933.98	38,845.83	55,700.00	16,854.17	69.7
05-70-6546-00 SUNRISE PARK	.00	.00	2,500.00	2,500.00	.0
05-70-6547-00 PARISH PARK	130.00	130.00	2,500.00	2,370.00	5.2
05-70-6548-00 HAYS PARK	61,106.18	61,971.63	75,700.00	13,728.37	81.9
05-70-6549-00 PIONEER RIDGE PARK	72.50	72.50	2,500.00	2,427.50	2.9
05-70-6550-00 ROLLING HILLS RANCH PARK	.00	.00	5,000.00	5,000.00	.0
05-70-6551-00 JOHNSTOWN LAKE PARK	.00	.00	5,000.00	5,000.00	.0
05-70-6553-00 CLEARVIEW PARK	.00	.00	2,500.00	2,500.00	.0
05-70-7020-00 REPAIR & MAINT.	.00	.00	2,000.00	2,000.00	.0
 TOTAL DEPARTMENT 70	 99,242.66	 101,019.96	 191,400.00	 90,380.04	 52.8
 TOTAL FUND EXPENDITURES	 99,242.66	 101,019.96	 191,400.00	 90,380.04	 52.8
 NET REVENUE OVER EXPENDITURES	 (84,269.26)	 (13,384.28)	 (34,400.00)	 (21,015.72)	 (38.9)

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2015

CONTINGENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
06-00-4110-00 TRANSFER FROM GENERAL FUND	.00	.00	225,000.00	225,000.00	.0
06-00-4330-00 OTHER	.00	32,651.60	.00	(32,651.60)	.0
06-00-4610-00 CF-EARNINGS ON INVESTMENTS	108.13	525.59	700.00	174.41	75.1
TOTAL SOURCE 00	<u>108.13</u>	<u>33,177.19</u>	<u>225,700.00</u>	<u>192,522.81</u>	<u>14.7</u>
TOTAL FUND REVENUE	<u>108.13</u>	<u>33,177.19</u>	<u>225,700.00</u>	<u>192,522.81</u>	<u>14.7</u>

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2015

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
06-70-6544-00 TRANSFER TO BANK FUND	.00	.00	1,215,500.00	1,215,500.00	.0
TOTAL DEPARTMENT 70	.00	.00	1,215,500.00	1,215,500.00	.0
TOTAL FUND EXPENDITURES	.00	.00	1,215,500.00	1,215,500.00	.0
NET REVENUE OVER EXPENDITURES	108.13	33,177.19	(989,800.00)	(1,022,977.19)	3.4

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2015

CEMETERY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
07-00-4310-00 CEMETERY LOTS AND CARE	411.00	1,534.50	2,800.00	1,265.50	54.8
07-00-4610-00 CP-EARNINGS ON INVESTMENTS	7.17	33.98	100.00	66.02	34.0
TOTAL SOURCE 00	<u>418.17</u>	<u>1,568.48</u>	<u>2,900.00</u>	<u>1,331.52</u>	<u>54.1</u>
TOTAL FUND REVENUE	<u>418.17</u>	<u>1,568.48</u>	<u>2,900.00</u>	<u>1,331.52</u>	<u>54.1</u>
NET REVENUE OVER EXPENDITURES	<u>418.17</u>	<u>1,568.48</u>	<u>2,900.00</u>	<u>1,331.52</u>	<u>54.1</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2015

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
09-00-4110-00 TRANSFER FROM GENERAL FUND	.00	.00	500,000.00	500,000.00	.0
09-00-4610-00 EARNINGS ON INVESTMENTS	.00	49.39	3,000.00	2,950.61	1.7
TOTAL SOURCE 00	.00	49.39	503,000.00	502,950.61	.0
TOTAL FUND REVENUE	.00	49.39	503,000.00	502,950.61	.0

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2015

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
09-70-6544-02 EQUIPMENT PURCHASE	.00	.00	43,100.00	43,100.00	.0
09-70-6544-04 POLICE VEHICLE	730.00	730.00	86,700.00	85,970.00	.8
09-70-6544-10 COMPUTERS	.00	5,000.00	5,000.00	.00	100.0
09-70-6544-11 POLICE EQUIPMENT	.00	.00	1,800.00	1,800.00	.0
TOTAL DEPARTMENT 70	<u>730.00</u>	<u>5,730.00</u>	<u>136,600.00</u>	<u>130,870.00</u>	<u>4.2</u>
TOTAL FUND EXPENDITURES	<u>730.00</u>	<u>5,730.00</u>	<u>136,600.00</u>	<u>130,870.00</u>	<u>4.2</u>
NET REVENUE OVER EXPENDITURES	<u>(730.00)</u>	<u>(5,680.61)</u>	<u>366,400.00</u>	<u>372,080.61</u>	<u>(1.6)</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2015

DRAINAGE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
11-00-4110-00 DRAINAGE FEES	69,418.40	192,163.40	345,000.00	152,836.60	55.7
11-00-4610-00 EARNINGS ON INVESTMENTS	255.41	2,504.98	6,000.00	3,495.02	41.8
TOTAL SOURCE 00	<u>69,673.81</u>	<u>194,668.38</u>	<u>351,000.00</u>	<u>156,331.62</u>	<u>55.5</u>
 TOTAL FUND REVENUE	 <u>69,673.81</u>	 <u>194,668.38</u>	 <u>351,000.00</u>	 <u>156,331.62</u>	 <u>55.5</u>

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2015

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	2,093.73	7,641.60	18,500.00	10,858.40	41.3
11-25-5010-03 OVERTIME	73.24	99.61	100.00	.39	99.6
11-25-5011-00 PART TIME OFFICE	483.84	1,675.40	4,200.00	2,524.60	39.9
11-25-5025-00 MANAGER	2,938.32	10,631.65	25,500.00	14,868.35	41.7
11-25-5050-00 PAYROLL TAXES	419.82	1,495.01	3,700.00	2,204.99	40.4
11-25-5060-00 RETIREMENT FUND	363.16	1,314.66	3,300.00	1,985.34	39.8
11-25-5065-00 HEALTH INSURANCE	957.62	4,792.30	11,600.00	6,807.70	41.3
11-25-5070-00 WORKMAN'S COMPENSATION	37.12	412.87	500.00	87.13	82.6
11-25-6010-00 UTILITIES	.00	.00	1,800.00	1,800.00	.0
11-25-6505-00 OFFICE SUPPLIES	260.50	341.87	1,200.00	858.13	28.5
11-25-6506-00 UTILITY BILL MAILING	331.02	1,639.67	4,100.00	2,460.33	40.0
11-25-6510-00 TELEPHONE	.00	.00	700.00	700.00	.0
11-25-6522-00 INSURANCE AND BONDS	545.83	1,091.66	2,400.00	1,308.34	45.5
11-25-6544-04 COMPUTER SOFTWARE	.00	.00	6,300.00	6,300.00	.0
11-25-7020-00 MAINTENANCE AND REPAIRS	75.10	174.90	500.00	325.10	35.0
11-25-8010-00 AUDIT	875.00	875.00	2,500.00	1,625.00	35.0
11-25-8012-00 COMPUTER PROF. SERVICES	282.63	1,297.34	3,300.00	2,002.66	39.3
11-25-8014-00 LEGAL	.00	.00	2,000.00	2,000.00	.0
11-25-8017-00 PROFESSIONAL SERVICES	.00	.00	1,500.00	1,500.00	.0
TOTAL ADMINISTRATION	9,736.93	33,483.54	93,700.00	60,216.46	35.7
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	4,654.49	14,697.66	47,400.00	32,702.34	31.0
11-70-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
11-70-5050-00 PAYROLL TAXES	352.21	1,106.94	4,000.00	2,893.06	27.7
11-70-5060-00 RETIREMENT FUND	340.16	1,122.89	3,700.00	2,577.11	30.4
11-70-5065-00 HEALTH INSURANCE	559.08	2,643.34	9,500.00	6,856.66	27.8
11-70-5070-00 WORKMEN'S COMPENSATION	111.36	1,238.61	1,400.00	161.39	88.5
11-70-6510-00 TELEPHONE	.00	.00	800.00	800.00	.0
11-70-6511-00 TRAINING	.00	.00	600.00	600.00	.0
11-70-6522-00 INSURANCE	1,000.70	2,001.40	4,400.00	2,398.60	45.5
11-70-6524-00 GAS & OIL	227.86	640.61	2,200.00	1,559.39	29.1
11-70-6526-00 OPERATING SUPPLIES	.00	.00	1,100.00	1,100.00	.0
11-70-6544-06 INFRASTRUCTURE REPAIR	.00	.00	20,000.00	20,000.00	.0
11-70-7020-00 REPAIR & MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
11-70-7022-00 VEHICLE REPAIRS	.00	.00	800.00	800.00	.0
11-70-7024-00 INLET REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
11-70-7026-00 CURB/GUTTER REPLACEMENT	.00	.00	35,000.00	35,000.00	.0
TOTAL OPERATIONS	7,245.86	23,451.45	153,500.00	130,048.55	15.3
TOTAL FUND EXPENDITURES	16,982.79	56,934.99	247,200.00	190,265.01	23.0
NET REVENUE OVER EXPENDITURES	52,691.02	137,733.39	103,800.00 (	33,933.39)	132.7

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2015

		PAVING FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>						
12-00-4610-00	EARNINGS ON INVESTEMENTS	.00	.06	.00	(.06)	.0
	TOTAL SOURCE 00	.00	.06	.00	(.06)	.0
	TOTAL FUND REVENUE	.00	.06	.00	(.06)	.0

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2015

		PAVING FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 80</u>						
12-80-7050-00	TRANSFER CAPITAL PROJECTS FUND	.00	.00	300.00	300.00	.0
TOTAL DEPARTMENT 80		.00	.00	300.00	300.00	.0
TOTAL FUND EXPENDITURES		.00	.00	300.00	300.00	.0
NET REVENUE OVER EXPENDITURES		.00	.06	(300.00)	(300.06)	.0

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2015

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 00</u>					
14-00-5010-00 LIBRARY- SALARIES	29,795.62	106,160.90	.00 (	106,160.90)	.0
14-00-5050-00 LIBRARY-PAYROLL TAXES	2,251.11	7,980.07	.00 (	7,980.07)	.0
14-00-5065-00 HEALTH INS.	1,769.52	8,802.60	.00 (	8,802.60)	.0
14-00-5070-00 WORKMENS COMPENSATION	74.24	825.74	.00 (	825.74)	.0
TOTAL DEPARTMENT 00	33,880.49	123,769.31	.00 (	123,769.31)	.0
TOTAL FUND EXPENDITURES	33,880.49	123,769.31	.00 (	123,769.31)	.0
NET REVENUE OVER EXPENDITURES	(33,880.49)	(123,769.31)	.00	123,769.31	.0

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2015

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
15-00-4060-00 USE TAX	195,540.81	1,001,585.37	850,000.00	(151,585.37)	117.8
15-00-4610-00 EARNINGS ON INVESTMENTS	2,035.90	27,312.98	28,000.00	687.02	97.6
15-00-4720-00 FROM WATER FUND	.00	.00	45,000.00	45,000.00	.0
15-00-4810-00 TRANSFER FROM PAVING FUND	.00	.00	100.00	100.00	.0
TOTAL SOURCE 00	197,576.71	1,028,898.35	923,100.00	(105,798.35)	111.5
TOTAL FUND REVENUE	197,576.71	1,028,898.35	923,100.00	(105,798.35)	111.5

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2015

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
15-70-6544-15 DOWTOWN PARKING LOT	.00	.00	20,000.00	20,000.00	.0
15-70-7015-00 ANNUAL OVERLAY	.00	.00	250,000.00	250,000.00	.0
15-70-7020-00 STREET REPAIR & MAINT.	.00	5,537.36	150,000.00	144,462.64	3.7
15-70-7022-00 ALLEY IMPROVEMENTS	1,651.36	1,651.36	2,000.00	348.64	82.6
15-70-7035-00 COMMUNITY CENTER IMPROVEMENTS	.00	.00	6,000.00	6,000.00	.0
15-70-7045-00 STREETLIGHTS	.00	.00	5,000.00	5,000.00	.0
15-70-7047-00 SIGNS	160.11	907.13	5,000.00	4,092.87	18.1
15-70-7065-00 SIDEWALK/CURB REPL.	.00	.00	30,000.00	30,000.00	.0
15-70-7085-00 SHOP IMPROVEMENTS	.00	.00	2,500.00	2,500.00	.0
15-70-7090-00 COLUMBINE COMPLEX REPAIRS	.00	.00	60,000.00	60,000.00	.0
15-70-7130-00 BICYCLE/PEDESTRIAN ACCESS IMP.	.00	.00	10,000.00	10,000.00	.0
15-70-7140-00 TRAIL/SIDEWALK CONNECTIONS	.00	.00	60,000.00	60,000.00	.0
TOTAL DEPARTMENT 70	1,811.47	8,095.85	600,500.00	592,404.15	1.4
<u>DEPARTMENT 80</u>					
15-80-7060-00 REBATE	.00	202,499.87	125,000.00	(77,499.87)	162.0
TOTAL DEPARTMENT 80	.00	202,499.87	125,000.00	(77,499.87)	162.0
TOTAL FUND EXPENDITURES	1,811.47	210,595.72	725,500.00	514,904.28	29.0
NET REVENUE OVER EXPENDITURES	195,765.24	818,302.63	197,600.00	(620,702.63)	414.1

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2015

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
16-00-4070-00 FROM SALES TAX	8,194.34	37,010.75	90,000.00	52,989.25	41.1
16-00-4610-00 EARNINGS ON INVESTMENTS	.00	5.22	10.00	4.78	52.2
TOTAL SOURCE 00	8,194.34	37,015.97	90,010.00	52,994.03	41.1
TOTAL FUND REVENUE	8,194.34	37,015.97	90,010.00	52,994.03	41.1

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2015

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
16-70-7010-00 CONSTRUCTION	30,000.00	30,000.00	99,210.00	69,210.00	30.2
16-70-7090-00 TOWN OF JOHNSTOWN	.00	300.00	.00	(300.00)	.0
TOTAL DEPARTMENT 70	<u>30,000.00</u>	<u>30,300.00</u>	<u>99,210.00</u>	<u>68,910.00</u>	<u>30.5</u>
TOTAL FUND EXPENDITURES	<u>30,000.00</u>	<u>30,300.00</u>	<u>99,210.00</u>	<u>68,910.00</u>	<u>30.5</u>
NET REVENUE OVER EXPENDITURES	<u>(21,805.66)</u>	<u>6,715.97</u>	<u>(9,200.00)</u>	<u>(15,915.97)</u>	<u>73.0</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2015

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
17-00-4610-00 EARNINGS ON INVESTMENTS	2,156.02	14,105.65	35,000.00	20,894.35	40.3
TOTAL SOURCE 00	2,156.02	14,105.65	35,000.00	20,894.35	40.3
<u>SOURCE 01</u>					
17-01-4110-01 TRANSPORATION FAC. DEV. FEE	33,517.44	557,521.77	230,000.00	(327,521.77)	242.4
17-01-4110-02 POLICE FACILITIES DEV. FEE	7,786.98	128,786.32	53,000.00	(75,786.32)	243.0
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	20,765.70	378,693.31	142,000.00	(236,693.31)	266.7
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	20,188.98	317,238.34	138,000.00	(179,238.34)	229.9
17-01-4110-05 LIBRARY FACILITIES FEE	4,037.76	63,567.75	27,000.00	(36,567.75)	235.4
17-01-4110-06 TRAFFIC SIGNAL	2,225.33	4,168.10	5,000.00	831.90	83.4
TOTAL SOURCE 01	88,522.19	1,449,975.59	595,000.00	(854,975.59)	243.7
TOTAL FUND REVENUE	90,678.21	1,464,081.24	630,000.00	(834,081.24)	232.4

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2015

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
17-70-6544-01 POLICE VEHICLE	769.40	769.40	86,700.00	85,930.60	.9
17-70-6544-04 TRAFFIC SIGNAL DESIGN	.00	.00	50,000.00	50,000.00	.0
17-70-6544-14 POLICE WORKSTATION	.00	.00	3,400.00	3,400.00	.0
17-70-6544-15 POLICE EQUIPMENT	.00	604.94	32,100.00	31,495.06	1.9
17-70-8016-00 PROFESSIONAL SERVICES	3,087.76	3,087.76	80,000.00	76,912.24	3.9
17-70-8017-00 PARKS & OPEN - PROFESSIONAL	.00	.00	20,000.00	20,000.00	.0
17-70-8018-00 TRANSPORTATION EXPENDITURES	184,412.48	184,537.48	1,198,000.00	1,013,462.52	15.4
17-70-8018-01 WCR 48 IMPROVEMENT	.00	.00	80,000.00	80,000.00	.0
TOTAL DEPARTMENT 70	<u>188,269.64</u>	<u>188,999.58</u>	<u>1,550,200.00</u>	<u>1,361,200.42</u>	<u>12.2</u>
TOTAL FUND EXPENDITURES	<u>188,269.64</u>	<u>188,999.58</u>	<u>1,550,200.00</u>	<u>1,361,200.42</u>	<u>12.2</u>
NET REVENUE OVER EXPENDITURES	<u>(97,591.43)</u>	<u>1,275,081.66</u>	<u>(920,200.00)</u>	<u>(2,195,281.66)</u>	<u>138.6</u>

RESOLUTION

No. 2015-06

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2015-06

APPROVING FINAL PLAT FOR THOMPSON CROSSING II, FILING NO. 1, CONSISTING OF APPROXIMATELY 76±- ACRES, LOCATED IN THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO.

WHEREAS, an application has been made to the Town of Johnstown for approval of a Final Plat for subdivision of certain lands located in the North one-half of the Southeast one-quarter of Section 14, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado; and

WHEREAS, on December 10, 2014, the Planning Commission held a hearing and reviewed the request and recommended that the Town Council approve the Final Plat with certain conditions; and

WHEREAS, on May 18, 2015, the Town Council held a hearing concerning the Final Plat and after considering the Planning Commission's recommendations, reviewing the file, and conducting a hearing, finds as follows with regard to the Final Plat:

1. The data requirements, design standards, and required improvements shown meet the requirements of the Johnstown Municipal Code Subdivision Regulations.
2. The Final Plat, as submitted, conforms substantially with the Preliminary Plat as approved.

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

Section 1. Final Plat Approval. The Final Plat of Thompson Crossing II, Filing No. 1, described as in the North one-half of the Southeast one-quarter of Section 14, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, as more specifically described on the attached "Exhibit A," is hereby approved.

Section 2. Conditions. Prior to the issuance of any building permits, all conditions shown in the attached "Exhibit B" must be met.

Section 3. Recording. The Town Clerk is hereby directed to obtain the appropriate signatures for the Final Plat and once the conditions are satisfied regarding the form of the Final Plat, to have it properly recorded at the office of the Weld County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED this _____ day of June, 2015.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

EXHIBIT A

THOMPSON CROSSING II, FILING NO. 1

LEGAL DESCRIPTION

(PER LAND TITLE GUARANTEE COMPANY ORDER NO. FCC25119022)

THE N 1/2 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO EXCEPT THOSE PARCELS DESCRIBED IN DEEDS RECORDED FEBRUARY 24, 1902 IN BOOK 146 AT PAGE 263 AND OCTOBER 8, 1970 IN BOOK 1443 AT PAGE 834 AND MAY 22, 1987 AT RECEPTION NO. 87029605.

SAID PARCEL CONTAINS A GROSS AREA OF 3,321,349 SQUARE FEET, 76.248 ACRES, MORE OR LESS.

**EXHIBIT B
CONDITIONS**

1. Applicant, Lomas Partners, LLC (“Developer”), shall execute a Public Improvements Development Agreement prepared by the Town Attorney.
2. Developer shall improve High Plains Boulevard adjoining the property to at least an Interim Arterial standard. The paved roadway shall extend to Ronald Reagan Boulevard and include railroad crossing improvements.
3. Developer shall determine the cost of widening the Big Thompson River Bridge to accommodate two lanes, and pay a proportionate share of that cost at the time of the execution of the Public Improvements Development Agreement.
4. Developer shall employ water quality control measures for the detention pond(s) that are acceptable to the Town.
5. Developer shall obtain approval of street names from Town staff prior to recording.
6. Developer shall employ speed management and roadway restrictions as approved by Town staff and as set forth with more specificity in the Public Improvements Development Agreement.
7. Developer shall resolve any outstanding plat referral comments from the Town Planner, Town Engineer, Town Traffic Engineer and Fire Authority.

RESOLUTION

No. 2015-07

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2015-07

**OPPOSING MARTIN MARIETTA'S APPLICATION FOR USE BY
SPECIAL REVIEW (WELD COUNTY CASE NUMBER: USR 15-0027)**

WHEREAS, Martin Marietta submitted a use by special review application to Weld County on or about March 24, 2015, proposing to construct a plant site approximately ½ mile south of U.S. Highway 34 on Weld County Road 13 and Larimer County 1; and

WHEREAS, the proposed uses include an asphalt plant, cement batch plant, aggregate processing facility, asphalt storage, cement storage, fuel storage and construction of a rail spur and bridge around the property; and

WHEREAS, Weld County referred the matter to the Town of Johnstown (the "Town") for review and recommendation; and

WHEREAS, the Town has adopted the "Johnstown Area Comprehensive Plan," a copy of which may be viewed at www.townofjohnstown.com/DocumentCenter/Home/View/192 ("Comprehensive Plan"); and

WHEREAS, the proposed facility is within the Growth Management Area contemplated in the Comprehensive Plan, an area into which urban development and annexation is anticipated to occur in the future; and

WHEREAS, the Town designated the area that is the subject of the proposed facility for low-density, single-family residential homes; and

WHEREAS, the proposed uses, being industrial in operation and impact, are inconsistent with the residential development and thus inconsistent with the Comprehensive Plan; and

WHEREAS, in addition to contemplated residential development, the proposed facility abuts the existing Indianhead residential subdivision and is in close proximity to anticipated residential development within the current Town boundaries; and

WHEREAS, the proposed facility would negatively impact the nearby Indianhead residential subdivision by exposing the homes to continuous industrial operations, forcing them to coexist with large, otherwise unplanned, industrial development and creating potential losses of property value, quiet enjoyment and quality of life; and

WHEREAS, on a broader scale, the Town envisions growth along the U.S. Highway 34 corridor to include commercial, residential and mixed use development, consistent and harmonious with the current development; and

WHEREAS, the proposed facility is not only inconsistent with the Town's vision of the growth along the U.S. Highway 34, but has considerable potential to lead to an expanded and unplanned heavy industrial presence along the U.S. Highway 34 corridor; and

WHEREAS, the applicant forecasts a significant increase in the generation of traffic along U.S. Highway 34 and County Road 13 arising from its operations, with the potential to negatively impact residents of the area and drivers along the roadways; and

WHEREAS, the primary access to the proposed facility is along County Road 13 and the intersection of County Road 13 at U.S. Highway 34 is not adequate to handle the increase in traffic flow without improvements, including a traffic signal; and

WHEREAS, the proposed uses also include an increase in the use of the railroad line across County Road 17, which presently has only a rural crossing that may not be adequate to address safety and delay concerns arising from the increased traffic; and

WHEREAS, after careful review and consideration, the Town finds that the proposed uses, if permitted, would create undesirable, offensive and harmful consequences, inconsistent with the Town's long-range planning and inconsistent with the best growth and development along the U.S. Highway 34 corridor; and

WHEREAS, construction of the proposed facility is not in the best interests of the Town or the citizens of the Town and surrounding areas.

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

1. The Town Council strongly opposes Martin Marietta's use by special review application for construction of the Martin Marietta Project.
2. The Town Council respectfully requests that Weld County deny Martin Marietta's use by special review application.

PASSED, SIGNED, APPROVED, AND ADOPTED this 15th day of June, 2015.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

AGENDA ITEM 9A

**AMENDED
DEVELOPMENT
AGREEMENT
(2534 West)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: June 15, 2015

ITEM NUMBER: 9A

SUBJECT: Consider Amended Development Agreement for 2534 West

ACTION PROPOSED: Approve Amended Agreement

PRESENTED BY: Avi Rocklin, Town Attorney and John Franklin, Town Planner

AGENDA ITEM DESCRIPTION: Mr. Hamid Eslan, representing Four Stripe Investment Partners, LLC purchased a lot in the 2534 West subdivision for the purpose of constructing an 80-room Wingate Hotel. This would be the first project in the subdivision. Street improvements including sidewalk, curb and gutter and paving/widening of Ronald Reagan Blvd. are needed in the overall subdivision and especially along the frontage of the hotel site, and across a ravine east of the hotel site.

To ensure proper road grade, cross-section and drainage, the curb/gutter and street paving improvements along the hotel site frontage need to wait until completion of overall improvements to Ronald Reagan Blvd. Mr. Eslan agrees to pay the costs of his frontage improvements when required, and will furnish a completion guarantee (letter of credit). The sidewalk along the frontage of the hotel property will be completed with the hotel and site landscaping. Mr. Eslan will also pay his share of the cost of improvements across the ravine east of the hotel site, and provide a guarantee.

LEGAL ADVICE: The Town Attorney prepared the amendment.

FINANCIAL ADVICE: N/A

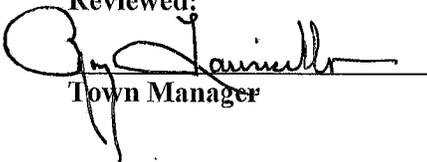
RECOMMENDED ACTION: Approve the Amended Agreement.

SUGGESTED MOTIONS:

For Approval: I move to approve the Amended Development Agreement for 2534 West.

For Denial: I move to deny approval of the Amended Public Improvements Development Agreement for 2534 West.

Reviewed:


Town Manager

AGREEMENT

**AMENDMENT TO PUBLIC IMPROVEMENTS
DEVELOPMENT AGREEMENT**

THIS AMENDMENT TO PUBLIC IMPROVEMENTS DEVELOPMENT AGREEMENT (NON-RESIDENTIAL) FOR TOWN OF JOHNSTOWN (2534 WEST, FILING NO. 1) (this "Amendment") is entered into this ____ day of _____, 2015, by and between the **Town of Johnstown, Colorado**, a Colorado home rule municipal corporation (the "Town"), and **Four Stripe Investment Partners, LLLP**, a Colorado limited liability limited partnership ("Four Stripe")(collectively, the "Parties" and each, individually, a "Party").

(Capitalized terms used but not defined herein have the same meaning as set forth in the Development Agreement.)

RECITALS

A. On January 26, 2009, the Town, and Thompson Crossing Metropolitan District No. 2 and 2534 Development, Inc. (the "Developers") entered into that certain Public Improvements Development Agreement (Non-Residential) for Town of Johnstown (2534 West, Filing No. 1 (the "Development Agreement") which was recorded in the office of the Clerk and Recorder for Larimer County, Colorado on March 6, 2009, at Reception No. 20090013829.

B. The Developers agreed to construct certain Public Improvements including curb, gutter, streets, and paving on Ronald Reagan Boulevard through and across 2534 West First Filing (the "Street Improvements") before issuance of building permits within the Development in accordance with paragraph 3 and Exhibit C of the Development Agreement. The Parties acknowledge and agree that Street Improvements have not been constructed or completed according to the Development Agreement.

C. Four Stripe Investment Partners, LLLP acquired the tract of real estate described in Exhibit A attached hereto and incorporated herein by reference by bargain and sale deed dated October 21, 2014, which was recorded in the office of the Clerk and Recorder for Larimer County, Colorado on October 29, 2014, at Reception No. 201470062143 (the "Property").

D. By virtue of the terms and conditions of paragraph 19 of the Development Agreement, Four Stripe is jointly and severally liable for the performance of the obligations in the Development Agreement including specifically, completing the Public Improvements adjacent to its Property and paying a percentage share of the Public Improvements adjacent to property owned by Thompson Crossing Metropolitan District No. 2 (the "TCMD Property").

E. Four Stripe wishes to construct a hotel on its Property; however, due to the lack of completion of the Street Improvements on Ronald Reagan Boulevard, Four Stripe has requested an agreement with the Town that the building permit for its hotel be issued prior to completion of the Street Improvements in consideration of Four Stripe agreeing to pay its share of costs to

complete the Street Improvements and delivering as its Performance Guarantee to the Town its Irrevocable Letter of Credit for an amount equal to Four Stripe's share of the costs itemized in the Street Plan and Estimate of Costs prepared by Galloway & Company, Inc. which is attached hereto as Exhibit B and incorporated herein by reference.

F. The Parties have prepared this Amendment in order to amend certain terms of the Development Agreement, to clarify the Parties' rights and obligations under the Development Agreement, and replace the certain terms therein by this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. Recitals A through F above are incorporated into the terms and conditions of this Agreement.
2. Modification of Obligation to Complete Street Improvements. The Parties certify, affirm and agree to the following:
 - a. The Development Agreement is hereby amended to provide that a building permit may be issued to Four Stripe for construction of a hotel and related improvements on the Property described in Exhibit A prior to completion of the Street Improvements as defined in Recital B above and described in Recital D above.
 - b. The provisions of the Development Agreement amended by this Amendment include paragraphs 2.1, and 3, and Exhibit C-1 and all other provisions that are contrary to or conflict with the terms, conditions, and intent of this Amendment.
3. Consideration for Amendment of Development Agreement. In consideration of the amendment to the Development Agreement, Four Stripe agrees as follows:
 - a. Covenant to Complete Street Improvements. Four Stripe shall pay the costs to complete the Street Improvements adjacent to its Property (including curb, gutter, streets, and paving) and its share of the costs to complete the Street Improvements adjacent to the TCMD Property when the Street Improvements are constructed. Four Stripe shall construct the sidewalks adjacent to its Property during the course of construction of the hotel.
 - b. Performance Guarantee. As its Performance Guarantee for completion of the Street Improvements, Four Stripe shall execute and deliver its Irrevocable Letter of Credit to the Town for the total amount \$45,599.47 (see form attached as Exhibit C

attached hereto and incorporated herein by reference) , this sum being equal to Four Stripe's share of the Estimate of Costs attached hereto as Exhibit B, including:

- i. improvements adjacent to Four Stripe Property: \$41,161.83, and
- ii. share of improvements for TCMD property (9.0%): \$4,437.64.

Notwithstanding the amount of Four Stripe's Irrevocable Letter of Credit, Four Stripe acknowledges that it is obligated to pay the actual costs to complete the Street Improvements adjacent to its Property and its share of the costs to complete the Street Improvements adjacent to the TCMD Property and hereby promises to pay any such costs in excess of the amount of its Performance Guarantee upon receipt of a written request for payment made in the form of a letter on the Town of Johnstown's stationery signed by the Town Manager.

4. No other Modifications to Documents. Notwithstanding any provision of this Amendment to the contrary and unless otherwise set forth in a written instrument signed by the Parties, the Town and Four Stripe acknowledge and agree that:

- a. The obligations of the Developers under the Development Agreement shall remain unchanged, notwithstanding the approval and execution of this Amendment; and,
- b. the obligations of Four Stripe under the Development Agreement are changed only to the extent stated in this Amendment.

5. Notice. Any notice under this Amendment will be deemed duly served: (i) three (3) days after depositing with the United States Postal Service, postage prepaid by certified mail, return receipt requested, or (ii) the next business day if deposited with an overnight delivery service from which a receipt may be obtained, and addressed as follows:

Town: Town of Johnstown
Attn: Town Manager
101 Charlotte
P.O. Box 609
Johnstown, Colorado 80534
Telephone: 970-587-4664

With copy to: Avi S. Rocklin
Law Office of Avi S. Rocklin, LLC
19 Old Town Square, Suite 238
Fort Collins, Colorado 80524
Telephone: 970-419-8226
Email: avi@rocklinlaw.com

Four Stripe: Four Stripe Investment Partners, LLLP
Attn: Hamid Eslan, General Partner
1701 Stove Prairie Circle
Loveland, Colorado 80538
Telephone: 970-310-6421
Email: heslan@comcast.net

With copy to: Charles J. Cuypers
Wolfe, Van Ackern & Cuypers LLP
1008 Centre Avenue
Fort Collins, Colorado 80526
Telephone: 970-493-8787
Email: cjcuypers@wvc-law.com

Parties may change the address to which the notices may be sent by delivering a copy thereof to the other Party in the manner aforesaid.

6. Miscellaneous.

a. Full Force and Effect. Except as amended by this Amendment, the Development Agreement as modified herein remains in full force and effect and is hereby ratified by the Parties. In the event of any conflict between the Development Agreement and this Amendment, the terms and conditions of this Amendment control.

b. Successors and Assigns. This Amendment is binding upon and inures to the benefit of the Parties hereto and their heirs, personal representatives, successors and assigns.

c. Power and Authority. The Parties each have power and authority to execute this Amendment and each person executing this Amendment represents and warrants that it is duly authorized to execute this Amendment by the Party on whose behalf it is so executing.

d. Counterparts. This Amendment may be executed in any number of counterparts, each of which when executed and delivered will be an original, but all such counterparts will constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a .pdf document, and, upon receipt, will be deemed originals and binding upon the Parties hereto. Signature pages may be detached and reattached to physically form one document.

e. Governing Law and Venue. This Amendment is governed by and construed in accordance with the laws of the State of Colorado. Venue for any action filed by a Party which relates to this Amendment shall be the district court of the Eighth Judicial District in Larimer County, Colorado.

f. Entire Agreement. Any provisions of the Development Agreement which are inconsistent with or contrary to the provisions of this Amendment shall be deemed modified to give full force and effect to the provisions of this Amendment. This Amendment sets forth the entire agreement between the Parties with respect to the amendment of the Development Agreement as set forth herein. There have been no additional oral or written representations or agreements regarding the Development Agreement.

g. No Waiver of Claims. The Parties agree that the terms and conditions set forth in this Amendment do not alter, waive or modify any rights, remedies or claims that Town or Four Stripe now have or may hereafter have under or arising out of the Development Agreement, whether known or unknown, and whether relating to periods of time before or after the date of this Amendment. The Amendment shall not be deemed to waive or modify any rights, remedies or claims which Four Stripe or Town may have with respect to the Developers.

h. Construction. Descriptive headings used herein are for convenience of reference only and will not control or affect the meaning or construction of any provision set forth in this Amendment. If any provision herein is for any reason unenforceable or inapplicable, the other provisions will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein. This Amendment will be construed without presumption of any rule requiring construction to be made against the Party causing same to be drafted.

i. No Waiver of Governmental Immunity/No Third Party Beneficiary. This Amendment shall not create any duty of care or liability with respect to any person or entity not a party to this Amendment, or waive any of the privileges or immunities Town or its officials, officers, employees, successors and assigns may present pursuant to law, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as amended.

j. Amendment. This Amendment may be amended or revised only by mutual agreement reduced to writing and executed by all parties in the same manner as this document amends the Development Agreement.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties have caused this AMENDMENT TO PUBLIC IMPROVEMENTS DEVELOPMENT AGREEMENT (NON-RESIDENTIAL) FOR TOWN OF JOHNSTOWN (2534 WEST, FILING NO. 1) to be executed as of the date first above written.

The Town of Johnstown, Colorado,
a Colorado home rule municipal corporation

Executed: _____, 2015.

By: _____
_____, Mayor

Attest:

Town Clerk

Approved form and substance:

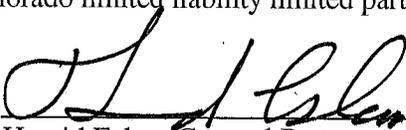
Town Manager

Approved as to legal form:

Town Attorney

Four Stripe Investment Partners, LLLP,
a Colorado limited liability limited partnership

Executed: _____, 2015.

By: 

Hamid Eslan, General Partner

EXHIBIT A

Legal Description – Four Stripe Property

Lot 1, Block 2, Replat of Lot 1, Block 2, 2534 West First Filing,
Town of Johnstown, County of Larimer, State of Colorado

EXHIBIT B

Street Plan and Estimate of Costs

(see following two pages)

PROPOSED RONALD REAGAN 2534 IMPROVEMENTS - APRIL, 2015

	UNIT	PRICE /UNIT	THOMPSON CROSSING METRO DISTRICT (TCMD)	TOTAL	REAGAN WEST PROPERTIES, LLC	TOTAL	RBC 2534 COLORADO LLC	TOTAL	FOUR STRIPE INVESTMENT, LLC	TOTAL	2534 DEVELOPMENT INC.	TOTAL
FRONTAGE	LF	N/A	576	N/A	136	N/A	532	N/A	415	N/A	620	N/A
SAW CUT	LF	\$ 2.00	576	\$ 1,152.00	136	\$ 272.00	329	\$ 658.00	415	\$ 830.00	620	\$ 1,258.00
ASPHALT REMOVAL	SY	\$ 6.00	128	\$ 840.00	30	\$ 151.11	73	\$ 368.67	92	\$ 461.39	139	\$ 696.11
2" OVERLAY	SY	\$ 9.00	1801	\$ 0,729.07	212	\$ 1,905.80	511	\$ 4,598.63	646	\$ 5,810.00	977	\$ 8,796.00
FULL DEPTH ASPH	SY	\$ 28.00	950	\$ 26,501.60	328	\$ 9,193.33	306	\$ 8,614.67	456	\$ 12,774.22	702	\$ 19,548.53
2.5" C&G	LF	\$ 14.00	576	\$ 8,064.00	136	\$ 1,904.00	687	\$ 2,548.00	278	\$ 3,864.00	629	\$ 8,806.00
10' SIDEWALK	SY	\$ 13.00	333	\$ 4,333.33	0	\$ -	202	\$ 2,626.89	356	\$ 4,622.22	0	\$ -
CROSS PAH	EA	\$ 3,500.00	0	\$ -	0	\$ -	0	\$ -	2	\$ 7,000.00	0	\$ -
ADA RAMP	EA	\$ 1,450.00	0	\$ -	0	\$ -	0	\$ -	4	\$ 5,800.00	0	\$ -
TOTAL				\$ 50,609.00		\$ 13,476.24		\$ 19,412.85		\$ 41,661.83		\$ 39,204.64

GRAND TOTAL \$ 163,714.68

COST DISTRIBUTION FOR FRONTAGE OF TCMD			
OWNER	ACREAGE	PERCENT OF TOTAL	COST BASED ON PERCENTAGE
REAGAN WEST PROPERTIES, LLC	8.23	16%	\$ 8,590.48
RBC 2534 COLORADO LLC	13.35	41%	\$ 20,570.32
FOUR STRIPE INVESTMENT, LLC	2.88	9%	\$ 4,437.84
2534 DEVELOPMENT INC.	10.32	31%	\$ 15,801.55
TOTAL	32.78		\$ 50,609.00

EXHIBIT C

Irrevocable Letter of Credit – Four Stripe to Town

(see form attached at following two pages)

IRREVOCABLE LETTER OF CREDIT

NAME OF ISSUING BANK _____
ADDRESS OF ISSUING BANK _____

Town of Johnstown
450 So. Parish
P. O. Box 609
Johnstown, CO 80534

ATTENTION: TOWN OF JOHNSTOWN ATTORNEY AND TOWN MANAGER

We hereby establish, at the request of Four Stripe Investment Partners, LLLP, this Irrevocable Letter of Credit in favor of the Town of Johnstown in the amount of \$_____. The purpose of this Letter of Credit is to secure performance of an Amendment to Public Improvements Development Agreement executed between the Town of Johnstown and Four Stripe Investment Partners, LLLP.

You are hereby authorized to draw on sight by drafts or written demands up to the aggregate amount of \$_____. The sole condition for payment of any demand made or draft drawn against this Irrevocable Letter of Credit is your written request for payment made in the form of a letter on the Town of Johnstown's stationery signed by the Town Manager.

Partial and multiple drawings are permitted hereunder.

We hereby agree with the Town of Johnstown and its drawers, endorsers, and bona fide holders of demands made or drafts negotiated under this Letter of Credit that the same shall be duly honored upon presentation and delivery of the documents as specified above.

This Irrevocable Letter of Credit is not transferable.

This Irrevocable Letter of Credit shall be for a twelve (12) month term from the date of execution hereof. It is a condition of this Irrevocable Letter of Credit that it shall be automatically renewed, without amendment, for additional periods of one year each from the present or any future expiration date, unless, at least sixty (60) calendar days prior to the effective expiration date, we notify you in writing delivered by certified U.S. mail, return receipt requested, Attention: Town Manager, that we elect not to renew this Irrevocable Letter of Credit for any further additional period. Upon your receipt of our written notification of impending expiration, you may draw the unused balance of this Irrevocable Letter of Credit upon your written demand or your sight draft in the form set forth above.

AGENDA ITEM 9B

**WHOLESALE
MUNICIPAL WATER SALE
AGREEMENT
(Central Weld County Water District)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: June 15, 2015

ITEM NUMBER: 9B

SUBJECT: Consider Wholesale Municipal Water Sale Agreement with Central Weld County Water District

ACTION PROPOSED: Approve Wholesale Municipal Water Sale Agreement with Central Weld County Water District

PRESENTED BY: Public Works Director and Town Attorney

AGENDA ITEM DESCRIPTION:

Town staff negotiated an agreement with Central Weld County Water District (CWCWD) for a connection to their system at WCR 17 and WCR 42 to serve as an emergency water supply in the event the 12" water transmission line in WCR 17 or the booster pump station serving the Pioneer Ridge subdivision fails. This work initially began in July, 2013 using their standard agreement as the initial proposal. Discussions with CWCWD have resulted in a revised agreement. Highlighted revisions are:

- Reduced the monthly maintenance fee from \$1,500 to \$586 (subject to CWCWD annual review and adjustment and the Town's annual appropriation)
- Reduced the cost of 1,000 gallons from \$2.00 to \$0.66 (subject to CWCWD rate revisions)
- Reduced the term of the agreement from 30 to 15 years with a subsequent 10 year automatic renewal unless the Town provides notice of termination to CWCWD one year in advance
- Limited notification of pending annexations to only those in Weld County and limited their participation to commenting only

Other agreement highlights include a requirement to provide 120% raw water to CWCWD in the subsequent year of any amount used in a calendar year. (This is only for the subsequent year. It is not a permanent provision of raw water.) This intended as an emergency connection only. The Town will pay for all installation costs including the master meter vault, backflow prevention and 12" water main from WCR 42 & 17 to the Pioneer Ridge subdivision.

Town staff anticipates that a design professional will be hired to design the 12" water main and required appurtenances this year. Construction would be in 2016 and costs would be included in a water rate study.

The CWCWD Board approved the agreement at their May 28, 2015 meeting. A signed copy is included.

LEGAL ADVICE: The Town Attorney has reviewed the agreement.

FINANCIAL ADVICE: According to the Town Treasurer, sufficient funds have been allocated in the 2015 budget for the project.

RECOMMENDED ACTION: Approve Wholesale Municipal Water Sale Agreement with Central Weld County Water District

SUGGESTED MOTION:

For Approval: I move to approve the Wholesale Municipal Water Sales Agreement with Central Weld County Water District, and authorize the Mayor to sign it.

For Denial: I move to deny approval of the Wholesale Municipal Water Sales Agreement with Central Weld County Water District.

Reviewed:


Town Manager

AGREEMENT

WHOLESALE MUNICIPAL WATER SALE AGREEMENT

This Wholesale Municipal Water Sale Agreement (the "Agreement") is made and entered into this 15th day of June, 2015 between the TOWN OF JOHNSTOWN, COLORADO, a municipal corporation, hereinafter referred to as the "Town," and the CENTRAL WELD COUNTY WATER DISTRICT, a special district organized pursuant to Colorado law, hereinafter referred to as the "District." The District and the Town agree as follows:

1. BACKGROUND, PURPOSE AND AUTHORITY

1.01 Section 29-1-203, C.R.S. provides that District and Town may enter into agreements with one another to provide governmental services.

1.02 District owns, maintains and operates a system for the treatment of water and the storage, transportation and distribution of potable water within Larimer and Weld Counties in Colorado.

1.03 Town owns, maintains and operates a system for the storage and distribution of potable water to the inhabitants of the Town.

1.04 Town desires to purchase from the District, and the District desires to sell to the Town, potable water for use by the Town for an Emergency Condition or a Temporary Condition. Town desires to obtain other supplies of potable water so that the District is NOT the exclusive supplier of potable water to the Town.

1.05 By enacting Titles 31 and 32 and specifically §31-35-402 (1) (b) and §32-1-502 (2) (c) of the Colorado Revised Statutes and pursuant to Article XIV, Section 18 of the Colorado Constitution, the Legislature of the State of Colorado has: (a) determined that the State of Colorado has a valid interest in providing water for its citizens; (b) clearly articulated and affirmatively expressed the State of Colorado's policy to allow municipalities and special service districts to provide water by utilizing cooperative agreements and to eliminate competition in areas where each party is capable of providing service; (c) developed a structure to actively supervise municipalities and special service districts if the District and Town choose to utilize such agreements; and (d) specifically provided that there shall be no overlapping service territories for municipal corporations providing water service.

1.06 The Agreement supersedes any prior agreements between the parties for the provision of water.

2. PROVISION OF POTABLE WATER

2.01 District shall sell and deliver to Town, and Town shall purchase and receive from District, potable water for use in Town's water system under either an Emergency Condition or a Temporary Condition. The rates paid for the water and other District products and services shall be as provided on Schedule A attached to the Agreement. The point(s) of delivery of potable water by the District to

Town set forth in Schedule B attached hereto, which may be amended from time to time as agreed upon by the parties ("Delivery Point"). The minimum annual amount, peak hourly demand, and operating pressures shall be as provided on Schedule C attached to the Agreement.

2.02 For the purpose of this Agreement:

.01 An "Emergency Condition" is defined as any occurrence, condition or event that results in the Town being unable to deliver treated water for Essential Use to their customers. Emergency Conditions have a finite duration linked to a formal schedule agreed upon by both parties to fix, repair or replace the root cause of the Emergency Condition and return the systems to normal service.

.02 A "Temporary Condition" is a condition in which the District will provide service as a "convenience" to facilitate construction or upgrade of major facilities for duration of approximately ninety days or less.

.03 Essential Use is defined as all uses except for the watering and irrigation of exterior landscape, and the washing of pavement, sidewalks, structures or vehicles.

2.03 Town may purchase or receive potable water from any water system other than the District throughout the term of the Agreement. The Town has a water purchase agreement in effect on the date of the Agreement with the City of Greeley, Colorado dated May 16, 2005. The Town has entered into an Intergovernmental Agreement with Little Thompson Water District dated October 21, 2002 and January 21, 2009.

3. RATES

3.01 Town shall timely pay District a rate for potable water delivered to the Town at the Delivery Point(s) during the previous month. Until revised by District the rates(s) shall be as specified on Schedule A. Schedule A may be revised from time to time by the District. Such revised rates established by District after the date of this Agreement shall be deemed to be substituted for the original rates herein provided in Schedule A; and Town agrees to pay such revised rates after the effective date of such rate revisions. No rate increase shall take effect until after ninety days' prior written notice to the Town.

3.02 Billing for the rates shall be as provided in the tariffs, rules and regulations of the District. Any bill not paid shall be subject to the termination of service and a delinquency fee as stated on Schedule A. Any default by Town under the Agreement shall be considered as a delinquency in payment.

4. TERM

4.01 This Agreement shall remain in full force and effect until fifteen years from the date of the Agreement and thereafter this Agreement shall be automatically renewed for ten years unless cancelled as provided below.

4.02 The Town and District each has the right to cancel this Agreement by giving one year's written notice to the other party of its intent so to do. Said one- year notice is to be given before the end of the fourteenth year of the primary term of this Agreement, or before the end of the ninth year of any renewed term.

5. RAW WATER

5.01 Town shall annually, each water year, provide to District raw (untreated) water for use by District within District's water system by December 30th, at the rate specified on Schedule C in the "Raw Water Requirements." Raw water provided to District shall be provided on an actual gallon basis. Schedule C may be revised by the District at any time.

5.02 The Raw Water Requirements shall be provided to District from the Colorado-Big Thompson Project ("CBT"), or any other source of water acquired by Town and treatable by District at its facility.

5.03 Town shall retain ownership of the raw water rights, however the annually transferred water shall be owned by District upon the date of each annual transfer to District by Town.

5.04 Town shall purchase, own and give to District for use in District's water system no less than all of its Raw Water Requirements according to Schedule C.

5.05 District shall not be required to acquire any additional raw water necessary to meet Town's Raw Water Requirements.

5.06 In the event Town does not provide sufficient raw water to District to meet its Raw Water Requirements the Town shall be in default under the Agreement. District shall give Town notice of such insufficiency, however such notice shall not be a prerequisite to a default under the Agreement.

5.07 Town shall pay for all costs associated with acquisition of the Raw Water Requirements by Town and transfer of the same to District, and any periodic charges or assessments related to such raw water. Town shall be responsible for all costs or expenses involved in changing the District's operations to facilitate District's use of raw water under the terms of this Agreement from a provider other than the Northern Colorado Water Conservancy District or Windy Gap water.

6. MASTER METER(S), OWNERSHIP AND MAINTENANCE OF FACILITIES

6.01 One or more master meters shall be installed, owned, operated and maintained by the District at each Delivery Point.

6.02 Such meter(s) shall be read by District under the District's meter reading schedule. If requested by Town, District shall give Town advance notice of the time and date of any master meter reading and allow a Town representative to be present. Town shall have access to the meter reading data at any time. If any meter shall fail to register for any period, Town and District shall attempt in

good faith to reach agreement as to the amount of water furnished during such period based upon all reasonable criteria and indicia of use for the period at issue. If no agreement can be reached, District shall issue a billing to Town which shall be based upon historical average annual usage data; and Town shall pay such bill issued by the District.

6.03 Town's water shall not be allowed to backflow or otherwise enter the District's water delivery system; and the interconnections shall provide for protection for this requirement. Town shall own, operate and maintain, and shall be responsible for the construction, operation, and maintenance of its water distribution lines and other water system facilities on the downstream side of the Delivery Point(s). Town shall undertake all proper steps under American Water Works Association standards to prevent or disconnect, or both, connections to Town's water system which would in any way permit water in Town's water distribution system to enter District's water distribution system by backflow, back-pressure or otherwise, so as to prevent the quality of water in District's water distribution system from being detrimentally affected by water in Town's water distribution system.

6.04 District shall own, operate and maintain and shall be responsible for the construction, operation and maintenance of District's water distribution lines and other water system facilities, water lines and treatment plant facilities necessary to serve Town as required by this Agreement, ending at the Delivery Point(s). For the purpose of determining repair, replacement, operation and maintenance responsibility, District shall own all facilities at each Delivery Point to a point five feet on the downstream side of the master meter vault. From the point five feet on the downstream side of the master meter vault continuing on the downstream side of the vault, Town shall own all such water facilities.

6.05 Town shall pay for and District shall install, own and operate a flow restricting valve at each of the Delivery Point.

7. ANNEXATION INFORMATION

7.01 Town shall provide to District notice of any proposed annexation to Town in Weld County at the time Town's officials become aware of the proposed annexation. The notice shall contain a legal description of the annexation and a map showing the area proposed to be annexed as well as the surrounding area. The map shall also indicate locations of natural landmarks and all existing utilities and shall also contain other information pertinent to the annexation. Town shall provide to District a copy of any report furnished to the County Commissioners pursuant to §31-12-108.5, C.R.S. District shall be allowed to comment in all planning relative to the location of utilities, roads, drainage easements, ditch rights-of-way and utility easements. Such participation shall be that which is accorded to District by law.

8. ESTABLISHMENT OF SERVICE AREAS

8.01 Town shall not render any water service directly or indirectly in the exclusive District Service Area shown on Schedule D until after the date of annexation of property that is within the District Service Area and after the date that the property has been excluded from the boundaries of the District. Town shall not sell any water at wholesale or retail to any existing or potential customer of Town for resale by that customer to any point for use within the District Service Area.

8.02 Within thirty days after the annexation to the Town of a parcel of property that is in the boundaries of District becomes final and nonappealable, Town may request to exclude any such annexed area from District's boundaries and District's Service Area. If Town fails to make such request, then District shall have the perpetual exclusive right to serve at retail all water within such annexed area notwithstanding the termination of this Agreement. If Town makes such request to District, then District will take action under state statute to exclude such annexed area from the boundaries of the District after payment by Town to District of the total amount required under this Agreement. The total amount due shall be invoiced by District to Town and Town shall pay such invoice within thirty days of the invoice date.

9. ENFORCEABILITY

9.01 The parties to this Agreement recognize that there are legal constraints imposed upon Town and District by the Constitution, statutes and laws of the State of Colorado and the United States. Subject to such constraints, the parties fully intend to carry out the terms and conditions of this Agreement in good faith.

9.02 Notwithstanding any of the provisions of this Agreement to the contrary, in no event shall any of the parties exercise any powers or undertake any actions which shall be prohibited by applicable law.

9.03 Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. The invalidity or unenforceability of any provisions of the Agreement shall not affect or impair any other provisions.

9.04 All negotiations, considerations, representations, and understandings between the parties are incorporated herein.

9.05 Town shall abide by all tariffs, rules, regulations and policies of the District that the District establishes from time to time; and all such tariffs, rules, regulation and policies of the District may be changed by the District at any time during the term of the Agreement. The Schedules attached to the Agreement may be changed by the District. No changes will take effect until after ninety (90) days prior written notice to the Town.

10. MISCELLANEOUS

10.01 Neither party shall be considered in default in respect to any obligation hereunder if prevented from fulfilling such obligations by reason or uncontrollable forces, the terms uncontrollable forces being deemed for the purposes of the Agreement to mean any cause beyond the control of the party affected, including, but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, or, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority, which by due diligence and foresight such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch. Failure to pay any amount due under the Agreement shall never be considered as due to an uncontrollable force.

10.02 Town and District agree to continue the cooperative exchange of information, operational assistance and emergency aid. If, in the maintenance of their respective water systems and other water systems from which either party may obtain water service, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such requests, upon receipt of properly itemized bills from the other party shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including but not to exceed ten percent thereof for administrative and general expense, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering the assistance.

10.03 The parties shall promptly take all necessary action to obtain approvals necessary to consummate this Agreement and render to each other such assistance in cooperation as the parties may reasonably request of the other in order to expeditiously carry out the terms and provision hereof.

10.04 The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement and venue for all actions shall be in Weld County.

10.05 The parties agree that the provisions of the Agreement may be specifically enforced in a court of competent jurisdiction, and the parties agree that the defaulting party shall pay all costs of such action as actually incurred by the non-defaulting party, including attorney fees.

10.06 Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or a partnership or a joint venture between the parties hereto.

10.07 Whenever herein the singular number is used, the same shall include the plural, and neuter gender and shall include the masculine and feminine genders when the context so requires.

10.08 Any waiver of or deferral of action upon at any time by either party hereto of its rights with respect to a default or any other matter arising in connection with the Agreement shall not be deemed to be a waiver with respect to any subsequent default or matter.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

**SCHEDULE A
TO
WHOLESALE MUNICIPAL WATER SALE AGREEMENT
BETWEEN
TOWN OF JOHNSTOWN, COLORADO
AND
CENTRAL WELD COUNTY WATER DISTRICT
[water rate, tap fee rate and delinquency fees]**

RATES:

ACCOUNT CHARGE \$586.00/month

DEMAND CHARGE

COMMODITY CHARGE \$0.66/Thousand Gallons

RULE 11 RATE DIFFERENTIAL CHARGE FOR RAW WATER TRANSFERS

(Minimum Monthly Bill)

OTHER CHARGES:

PER REGULAR RULES AND REGULATIONS OF THE DISTRICT

LATE PAYMENT FEES

UNPAID AMOUNT TO BEAR INTEREST AT 18% PER ANNUM

**SCHEDULE B
TO
WHOLESALE MUNICIPAL WATER SALE AGREEMENT
BETWEEN
TOWN OF JOHNSTOWN, COLORADO
AND
CENTRAL WELD COUNTY WATER DISTRICT
[point(s) of delivery of potable water]**

1. At Weld County Road 42 and Weld County Road 17 on the 20 inch water line of Central Weld County Water District. - - - -

**SCHEDULE C
TO
WHOLESALE MUNICIPAL WATER SALE AGREEMENT
BETWEEN
TOWN OF JOHNSTOWN, COLORADO
AND
CENTRAL WELD COUNTY WATER DISTRICT**

[minimum annual amount, peak hourly demand, operating pressure, maximum rate of flow, and Raw Water Requirement]

RAW WATER REQUIREMENT:

120% OF ANNUAL USAGE

AGENDA ITEM 9C

RATIFICATION

OF

APPROVAL

**(Ray Real Estate Service Agreement and
BBC Research & Consulting Proposal)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: June 15, 2015

ITEM NUMBER: 9C

SUBJECT: Ratification of Approval of Ray Real Estate Service Agreement and BBC Research & Consulting Proposal

ACTION PROPOSED: Ratify Approval of Ray Real Estate Service Agreement and BBC Research & Consulting Proposal

PRESENTED BY: Town Attorney and Town Clerk

AGENDA ITEM DESCRIPTION: In order to assist with the Carson Development project, it would be beneficial to retain two additional consultants. Mr. Arnold Ray of Ray Real Estate Services will advise the Town on the revenue projections of the proposed project. Mr. Ford Frick of BBC Research and Consulting will provide assistance on the expenditure side of the project. Mr. Frick will review and provide an analysis of the costs to the Town associated with the project. As noted below, the consultants will be paid from the developer's fund by Carson Development Inc.

Because of the expedited nature of the project, on Friday, June 5th the Town Clerk emailed the agreement/proposal to the Mayor and Councilmembers to obtain their position on the agreement/proposal prior to the June 15, 2015 Town Council meeting. The Town Clerk received seven (7) responses in favor of authorizing the Mayor or Mayor Pro tem to sign the agreement and approving the proposal.

At tonight's meeting Council will be ratifying their previous approval of the Ray Real Estate Services Agreement and the BBC Research & Consulting Proposal.

LEGAL ADVICE: The agreement and proposal were reviewed by the Town Attorney

FINANCIAL ADVICE: The consultants will be paid by Carson Development Inc., from the developer's fund.

RECOMMENDED ACTION: Ratify approval of the agreement and proposal

SUGGESTED MOTION:

For Approval: I move to ratify the approval of the Ray Real Estate Service Agreement and the BBC Research & Consulting Proposal.

For Denial: I move to deny ratification of approval of the Ray Real Estate Service Agreement and the BBC Research & Consulting Proposal.

Reviewed:


Town Manager

RAY
REAL ESTATE SERVICES INC.
AGREEMENT



Ray Real Estate Services, Inc.

Project Management and Consulting

June 2, 2015

Town of Johnstown
450 South Parish
Johnstown, CO 80534

% Avi S. Rocklin, Esq. - avi@rocklinlaw.com

RE: Consulting Assistance - Johnstown Plaza, Johnstown, CO

You have asked about my possible assistance to you and the Town of Johnstown relative to the projections of sales and property tax revenues for the proposed 79± acre Johnstown Plaza retail / commercial development.

As I understand the situation, Scheels has committed to a 225,000 SF sporting goods store, proposed to open in 2018, as part of a total 731,00 SF retail and 80,000 SF fitness center in the project, with possible hotel and other uses as well. Most of the project is proposed / planned without specific current tenant commitments. The project is planned to be completed in phases.

My objective would be to assist in reviewing and projecting reasonable sales and property tax revenue forecasts based on current commitments and plans, as follows:

- Proposed development schedule and phasing for retail uses based on current commitments as well as reasonable generic bogey assumptions based on developer projections (with possible alternative forecasts).
- Taxable sales forecasts by use and phase considering the developer's forecasts, available specific tenant market studies and/or comparable store performance, external validation as possible.
- Property tax value and revenue forecasts considering the developer's forecasts, coordination with the County assessor's office and/or comparable properties as possible.
- Act as a filter converting the more detailed and sensitive information from the developer and tenants to conclusions in a format appropriate for public disclosure.
- Participation in team meetings, as requested by you, and documentation on the above information.

I understand that timing is urgent and I would make every effort to coordinate closely with you, the developer and the Town to be as responsive and comprehensive as possible (realizing that short deadlines may be a factor in the depth of analysis and documentation). My assumption is that my role would be to help develop "reasonable" revenue forecasts, noting various assumptions and contingencies and that my work would not be intended to be included in an OS.

I would bill monthly at a rate of \$205 per hour. I do not generally bill for travel or expenses unless there is a specific cost for needed data, etc. Either party may terminate this relationship upon written notice.



Page 2

June 2, 2015

RE: Consulting Assistance - Johnstown Plaza, Johnstown, CO

Please let me know if this proposal meets your needs or if you want additional detail. I look forward to your response and confirmation for an initial "kickoff" meeting. Please let me know if you have any comments, questions, and how I can be of assistance.

Sincerely,

Arnold C. Ray

The above terms are acceptable:

By: _____ Date: _____

RESUME

Real Estate Project Management and Consulting

- Primary Expertise:**
- Project management of redevelopment and infill projects from concept to completion for public agencies and private owners, usually involving a complex mix of uses, market, financial, physical and political issues.
 - Feasibility, financing and implementation strategies, normally as a member of a multi-disciplinary team.
 - Structure and negotiation of public / private financial agreements, normally as a member of a multi-disciplinary team.

Professional History: Arnold Ray started his career in real estate market and financial analysis in Chicago in 1971 with Larry Smith & Company and Real Estate Research Corporation. Subsequent to his move to Colorado in 1979, Arne successfully completed numerous public and private development and redevelopment projects with Frederick Ross and Szymanski / Ray. In 2004, Arne Ray continued his real estate project management and consulting practice under Ray Real Estate Services, Inc. and (semi) retired in 2009.

Arne Ray holds a degree from Augustana College in Sioux Falls, South Dakota, held the "CRE" Counselor of Real Estate designation from the American Society of Real Estate Counselors until his (semi) retirement in 2009 and has been a guest lecturer and expert witness on various real estate issues on numerous occasions.

- Experience & Skills:**
- Extensive experience with all facets of real estate from the clarification of goals and issues, through the formulation and testing of potential concepts, feasibility testing, tenant commitments, assemblage and relocation, coordination of design & engineering, public and private financing, construction and completion.
 - Project feasibility, including: market, financial, political, physical and implementation.
 - Thoughtful selection of projects in accord with the values below, then absolute dedication to successful completion in accord with the project goals, costs / resources, risks and value.

Professional Values: An intentional balance of public and private work in order to maintain an understanding of the unique needs and issues of each sector. Following are the values for selecting work assignments:

- Commitment to mutual trust and respect,
- Quality projects,
- Focus on adding value,
- Limited workload to maintain commitment & quality,
- Fair compensation relative to contribution.

PROJECTS OF INTEREST:

- **Sakura Square, Denver, CO** - In 2010, I was asked to be an advisor to the Sakura Square Strategic Planning Committee to assist with a strategic planning process for the entire city block in Downtown Denver that is an important center for Colorado's Japanese-American community. The block includes the Tri-State / Denver Buddhist Temple as well as a 20-story residential tower, commercial uses, a public plaza and a parking structure. The mission for Sakura Square is to support the long-term mission of the Tri-State / Denver Buddhist Temple and to celebrate the Japanese-American history, heritage, culture and community. We have established the long-term strategy and are now implementing the plan.
Contacts:
 - Gary Yamashita - 303-204-8039
 - Steve Nitta - 720.318.6434
 - Charles Ozaki- 303-438-6300

 - **City of Broomfield / Broomfield Urban Renewal Authority- Public Sector** - Various Projects including: RFP process and negotiation of a Development and Reimbursement Agreement for a significant infill project, negotiation of a Development and Reimbursement Agreement for a significant new commercial project along the north I-25 corridor, evaluation of alternatives and financial planning for several additional mixed-use infill projects, evaluation of alternatives and strategy for a new Health and Human Services facility, etc.
Client contacts (City of Broomfield / Broomfield Urban Renewal Authority):
 - Charles Ozaki, City Manager - 303-438-6300
 - Kevin Standbridge, City Manager's Office - 303-438-6384

 - **Longmont, CO - Redevelopment of Twin Peaks Mall** - On behalf of the developer, assisted with the negotiation between the developer and the City of Longmont / Longmont Urban Renewal Authority of the \$50± million public / private financing agreement for the redevelopment of the 150± acre Twin Peaks Mall redevelopment.
Client contact (developer - NewMark Merrill):
 - Alan Ginsborg - Managing Director, NewMark Merrill Mountain States - 970-377-1135Public / Urban Renewal Contact:
 - David Starnes - City of Longmont, Redevelopment Program Manager - 303-651-8318

 - **Colorado Springs / Colorado Springs Urban Renewal authority (CSURA) - Vineyard Data Center** - On behalf of the Colorado Springs Urban Renewal Authority (CSURA), assisted with the negotiation of the \$62 million public / private finance agreement for the 61 acre data center park intended to be developed with 800,000± square feet of buildings housing computer systems and associated components, such as telecommunications and data storage facilities.
Client Contact (Colorado Springs Urban Renewal Authority):
 - Chuck Miller, Colorado Springs Urban Renewal Authority (retired) - 719-641-1964
 - Jim Rees, Colorado Springs Urban Renewal Authority - 719-641-1964Developer Contact:
 - Vince Colarelli, Colarelli Construction - (719) 475-7997
-

- **Colorado Bureau of Investigation (CBI) and State Buildings and Real Estate Programs – Public Sector -** Coordination of a new facilities selection process, design, budgeting and construction for a new Western Slope CBI facility, involving: determination of CBI / state policies and procedures, definition of facility and financial requirements, identification of and coordination with public and private prospects, establishing and managing a complex selection process, coordination of the negotiation of a final Memorandum of Understanding, and coordination of design, budgeting, and construction draws to project completion.
Client contact State of Colorado / CBI):
 - Pete Mang, (former) Deputy Director of CBI
 - Mike Karbach - Manager of Real Estate Programs, State of Colorado - (303) 866-4564

- **Sheridan Redevelopment Agency (SRA) / City of Sheridan - Public Sector -** Project coordinator / manager for the Sheridan Redevelopment Agency of a highly complex 130± acre, \$160 million redevelopment along the west side of South Santa Fe Boulevard to the south of Hampden Avenue.
Client contacts (City of Sheridan / Sheridan Urban Renewal Authority):
 - Ray Sample, former Executive Director, Sheridan Redevelopment Agency – 303-995-5111
 - Mary Carter, former Mayor – 303-839-3871Private Developer Contact:
 - John Loss, Project Manager for Miller Weingarten – 303-799-6300

- **Kratt / Colorado Springs Urban Renewal Authority – Private Sector –** On behalf of the developer of a 75± acre, 700,000 SF redevelopment in Colorado Springs, assistance with the negotiation of a public financing agreement.
Client contacts (Kratt Development):
 - Kevin Kratt, Developer – 719-632-5000
 - Tom Cone, Developer – 719-332-1771Public / Urban Renewal Contact:
 - Chuck Miller, Colorado Springs Urban Renewal Authority (retired) – 719-641-1964
 - Jim Rees, Colorado Springs Urban Renewal Authority – 719-641-1964

- **Town of Eagle, CO / Eagle Urban Renewal Authority – Public Sector –** Assist the Town of Eagle with the structure and negotiation of a public finance agreement for \$65± million of public improvements (including a new interstate interchange) related to a mixed use project to include 550,000 SF of retail, 581 residential units, 20,000 SF of office and a 150 unit hotel.
Client contact Town of Eagle / Eagle Urban Renewal Authority):
 - Tom Gosiorowski, Town Engineer - 970-328-6678
 - Willy Powell, Town Manager (retired) –Private Developer Contact:
 - RED-Legacy, Dan Lowe - RED-Legacy, Senior Managing Partner - 816.777.2833

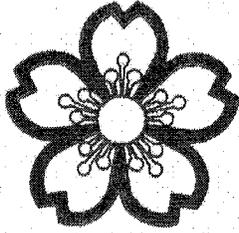
- **144th & Sheridan Property (non-profit) - Archdiocese of Denver -** Strategy and implementation for a new Catholic high school and the annexation, zoning and disposition for the balance of a 600 acre parcel in the City of Broomfield. Planning required the satisfaction of the City and County visions for open space and development models, while enhancing the quality and value of the asset for the Archdiocese.

- **Member of the Colorado Municipal Bond Supervision Advisory Board**

REFERENCES:

- Charles Ozaki, City of Broomfield 303-438-6300
- Paul Benedetti, Esq. (Broomfield, Eagle, Kratt...) 303-499-6340
- Glen Burbridge, Esq. (Archdiocese...) 303-324-5779
- Sheridan Redevelopment Agency - Ray Sample 303-995-2205
- Rick Buddin, Esq. - Kutak Rock 303-297-2400
- State of Colorado - Mike Karbach - Manager of Real Estate Programs 303-866-4564
- Kirkpatrick Pettis - Samuel Sharp, Vice President, Public Finance 303-764-5768
- Stifel Nicolaus / Hanifen-Imhoff
 - Steve Bell 303-291-5333
 - Steve Jeffers 303-291-5265

LETTERS _____
OF
REFERENCE



**SAKURA SQUARE
TAMAI TOWER
TRI-STATE BUDDHIST CHURCH APTS. INC.**

1255 19th Street Denver, Colorado 80202-1423 Telephone: (303) 295-0305 Fax: (303) 295-0304

October 23, 2012

Dear Mr. Ray,

On behalf of the Sakura Square Board of Directors we want to express our appreciation to you for your help in completing our studies for the planning phase of the future development of Sakura Square and the Tri-State/Denver Buddhist Temple.

Your knowledge of the planning process and ability to grasp the situation at hand certainly helped guide us through this most difficult and complicated planning process. Your ability to assimilate the information and present it in a way it was logical was an invaluable tool for the committee to use in processing the information. If it wasn't for your encouragement to keep moving to the next step in the process, the planning phase would not have been completed. The solution reached by the Steering Committee is a good plan, unanimously approved by the Strategic Planning Committee of Sakura Square and the Tri-State/ Denver Buddhist Temple. Your guidance from your planning knowledge and experience played a large role in helping us achieve our goals.

We thank you for your commitment and dedication to this planning phase of nearly 3 years. We asked you to attend several meetings, many at unreasonable hours of the day and night, but you were always there to accommodate our needs. If not for your attendance, the proper information would not have carried forward and assimilated properly.

When we first started this evaluation process for the future of Sakura Square, we had no idea where to start or begin the process. We wasted time initially pursuing other avenues which proved to be dead ends. It was most fortunate Charles joined the Board when he did and asked for your help. It was your guidance that brought us to where we are today. Sakura Square and the Tri-State/Denver Buddhist Temple owe you a great debt of gratitude for sharing your valuable time and knowledge in helping a community you didn't even know. This is going beyond the call of duty and very much appreciated. We thank you for all your help.

Sincerely,

Bob Fujimoto (President TSBICA)



December 22, 2008

Subject: Arnold Ray, Ray Real Estate Services

Arnold Ray has been providing consulting services to the City and County of Broomfield for over 15-years. In that time, the assessed valuation of property within Broomfield has increased from \$201 million to \$969 million and the annual use and sales tax collections have increased from \$7.4 million to \$52.5 million. Arne has played a key role in Broomfield's positive economic growth.

Through the years, Mr. Ray has provided Broomfield with a unique perspective into the private side of community growth. Working with the developers of the Flatiron Crossing Mall to finance \$100,000,000 in necessary public infrastructure, he helped to establish the financial package that funded the public infrastructure that allowed over 2,600,000 square feet of retail and other commercial uses to be constructed. The area is now a thriving, financial center for Broomfield.

Mr. Ray has worked with Broomfield to understand the basics of shopping center development and financing. He has been Broomfield's principal advisor in numerous transactions that have resulted in financially successful, community supported commercial and community activity centers.

His extraordinary understanding of private sector development, municipal government and human nature allow Mr. Ray to succeed where many cannot. He is tenacious, committed, organized, and enthusiastic in keeping the deal participants focused on successful outcomes, however they be defined. While performing this work, Mr. Ray upholds the highest levels of personal integrity.

We highly recommend Arnold Ray to any group involved in complex, time sensitive, difficult projects.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles Ozaki".

Charles Ozaki
Deputy City and County Manager

A handwritten signature in black ink, appearing to read "Kevin Standbridge".

Kevin Standbridge
Assistant City and County Manager
for Community Development



**COLORADO
DEPARTMENT
OF PUBLIC SAFETY**

Colorado Bureau of Investigation
Ronald C. Sloan, Director

<http://cbi.state.co.us/>

August 31, 2008

Project Development Staff

This letter is being offered in support of Arnold Ray of Ray Real Estate Services. His firm was identified by the Colorado Division of State Real Estate Services as a resource that was well versed in private / public partnerships. He was selected to represent the State as the Project Manager, as it pursued the community financing and construction of a state of the art law enforcement facility for the Colorado Bureau of Investigation on the Western Slope of Colorado.

The project began on January 5, 2005, with a budget of 13.7 million dollars, and was successfully completed on April 1, 2008. As the communities came together, many participating partners were identified, with many different skill sets necessary to see a venture of this magnitude move forward successfully. The challenge would be to keep all the participants focused, with a single eye on the over all importance of the mission.

To that end, Mr. Ray brought a unique set of qualifications and experience to the project, as well as the boundless energy and enthusiasm necessary to keep all the many partners on task. Numerous meetings were held across the state, over the course of two and half years. Mr. Ray's tenacity and commitment became evident very quickly. Every meeting, and every task assigned, had a specific solution in mind, and the process that Arne implemented was efficient, effective, and above all, goal oriented.

His motives, ethics, and commitment were beyond reproach, and were never called into question, as he represented the State's varied interests.

As a side note, local and state police administrators have many competing public safety and law enforcement priorities today, and are employing an "all crimes" approach to meet those demands. The assumption being that there is a nexus to traditional crimes and the linkages to higher profile events witnessed in today's environment. Innovative facility designs, in order to respond rapidly, have never been more important. The department must almost operate as a "Swiss Army Knife" within the Public Safety community.

Bill Ritter, Jr.
GOVERNOR
Peter A. Weir
EXECUTIVE DIRECTOR
Colorado State
Patrol
Colorado Bureau
of Investigation
Division of
Criminal Justice
Office of Preparedness,
Security, and Fire Safety



Denver Office
690 Kipling Street, Suite 3000
Denver, Colorado 80215-5825
(303) 239-4300
Admin. FAX (303) 235-0568
Invest. FAX (303) 239-5788
cbi.denver@cdps.state.co.us

Pueblo Office
3416 North Elizabeth Street
Pueblo, Colorado 81008
(719) 542-1133
FAX (719) 542-6411
cbi.pueblo@cdps.state.co.us

Montrose Office
301 South Nevada Avenue
Montrose, Colorado 81401
(970) 249-8621
FAX (970) 249-6308
cbi.montrose@cdps.state.co.us

Durango Office
150 Rock Point Drive, Unit B
Durango, Colorado 81301
(970) 375-1646
FAX (970) 375-1619
cbi.durango@cdps.state.co.us



State of the art criminal justice facilities employ a multitude of technologically advanced systems and sub-systems that must operate in a synchronous fashion. Moreover, meticulous "up-front", program planning is critical, in order to identify all the logical "best" alternatives, to guarantee a cost effective and efficient deployment of law enforcement services.

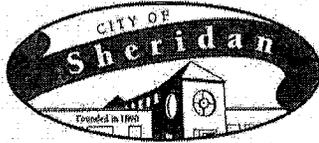
The facility design, budget, and the contractual legal frame work, posed significant and complex challenges. The risks could only be considered substantial if every detail had not been properly addressed. Arne met every one of the challenges head on, with the specific intent to find an equitable solution for all those involved. The project could only be described as a huge success, which was recognized by numerous state leaders, to include Governor Bill Ritter.

I would highly recommend favorable consideration of Arnold Ray as a consultant, or as a project manager, for any future public/private endeavors that may be under consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter B. Mang". The signature is fluid and cursive, with a prominent loop at the end.

Peter B. Mang
Deputy Director
Colorado Bureau of Investigation



City of Sheridan Redevelopment Agency

4101 S. Federal Blvd.
Sheridan, CO 80110
303-762-2200

January 27, 2009

Reference: Arnold Ray, Ray Real Estate Services

To Whom It May Concern:

In 2003, the City of Sheridan set out to redevelop an area of nearly 300 acres that was clearly blighted and included two former landfills. The area had significant environmental issues owned by 25 private property owners and a portion owned by another municipality, within the city limits of Sheridan Colorado. The consulting services of Arnold Ray were retained at the start of the process in 2003, to redevelop a municipal golf course and construct a power retail center to fund the property acquisition, environmental cleanup, public infrastructure and environmental mitigations systems for water quality and methane migration.

Mr. Ray provided project management, financial planning and negotiations. This included sharing his experience and knowledge to a community that had a limited staff, with no major development history. Sheridan consists of 3 square miles and has a population of 5,600. His expertise and commitment to the project were invaluable to the City of Sheridan and Sheridan Redevelopment Authority.

Communication skills are one of Arne's strongest attributes. He is a great listener, outstanding facilitator and planner. He worked with four Sheridan City Managers including myself and numerous elected officials; some who started after the project was well underway. The Sheridan redevelopment project is one of the largest and most complex redevelopment projects in history within the State of Colorado. In addition to the developer and City of Sheridan, this project required coordination with 26 public agencies and 23 private consulting firms. Arne worked very well with all who made this project the success that it is today.

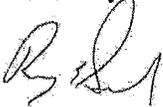
The difficulties in acquiring property, including a few with eminent domain were not easy and financial planning for what has become a \$225 Million redevelopment project with 800,000 square foot of retail and entertainment were quite challenging. The complexity of four series of bonds to the Sheridan Redevelopment Agency won the "Deal of the Year" award from the Bond Buyer, for a small city in the Southwest Region in 2007.

River Point at Sheridan has become a great example of a public and private partnership to eliminate blight through a *Voluntary Clean-Up Plan*, with the State of Colorado and to create a retail center that funds the repayment of the bonds. Today, the project has added hundreds of jobs to the City, increased property values in the area and is now providing additional revenues to the City of Sheridan.

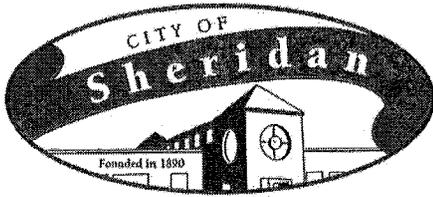
The financial planning of this project included Tax Increment Financing for property tax and sales tax. In addition, a Public Improvement Fee was also implemented to fund the cities ongoing obligations and assist in bond repayment. Mr. Ray was instrumental in the financial planning, while recognizing that the Sheridan City Council mandated that this project was to be self sufficient and not take away from or be a burden to the remainder of the City.

I have had the privilege of working with Arne Ray for the past six years. His work ethics are outstanding. He truly is a skilled professional who has been a tremendous asset to the City of Sheridan. I would highly recommend Mr. Ray for, but not limited to any development or redevelopment project. It has been my pleasure to know and work with such a great man. There is no doubt that the success of River Point at Sheridan would not have been achieved, without the contributions of Mr. Ray.

Sincerely,



Ray E. Sample
Executive Director



CITY OF SHERIDAN
4101 S. Federal Blvd.
Sheridan, CO 80110-5399

303/762-2200
FAX 303/788-1853

OFFICE OF THE MAYOR

April 6, 2009

Arne Ray
Ray Real Estate Services, Inc.
11757 West Ken Caryl Ave., F-529
Littleton, CO 80127-3719

Dear Arne:

Please accept this letter of appreciation and gratitude for all your assistance on the River Point at Sheridan project.

When I say that it could not have been done without you, I mean it very sincerely.

Your assistance from the very beginning of the project, when we were just deciding whether it was feasible or not, to your assistance with the Completion Guaranty matters, you have been there for all of us at the City.

Considering the complexities involved in this project, your assistance in helping Council and City staff understand in a "real world" way was not only commendable, but heroic.

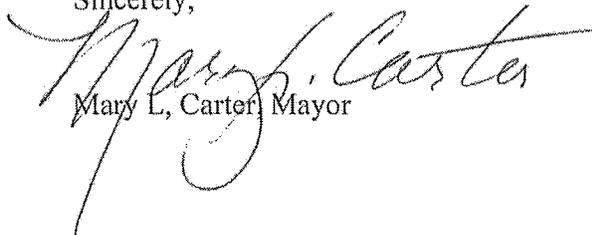
From the beginnings in dealing with the Urban Renewal Authority start up, through the cleanup of the site, the many, many issues involved with the TIF funding and bonds, and right down to the actual opening of the stores, your presence was essential.

Even now, when the country is going through so much turmoil, we have so very much to thank you for, because we have a hedge against the future with River Point. This, of course, was Council's goal all along, and the City owes you a deep debt of gratitude for assisting in making it happen.

I know, along the way, there were some who doubted that it would happen; but we and you persevered and now we have this wonderful project to point at and say "WE DID IT!"

Thank you again for being there for us. Good luck and best wishes.

Sincerely,


Mary L. Carter, Mayor

BBC
RESEARCH & CONSULTING
PROPOSAL



June 4, 2015

Mr. Roy Lauricello
Town Manager
450 South Parish Ave,
Johnstown, CO 80534

Re: Scheels Cost of Service Study

Dear Elizabeth:

This letter represents BBC Research & Consulting's proposal to conduct a fiscal impact analysis of the proposed Scheels Sporting Goods development on the town of Johnstown (Town).

Background

We understand that Scheels, a Midwestern sports, hunting and apparel store, is considering development of a 220,000 square foot store near the intersection of I-25 and State Highway 34 at the 25/34 Retail Center in Johnstown, Colorado. In addition to the Scheels store, this project anticipates additional retail development, a hotel and apartments.

The developers are seeking a tax revenue sharing agreement with the Town of Johnstown. The 25/34 site already has some retail and commercial development that would likely be incorporated into any new cost and revenue sharing agreement. The Town has a team negotiating this agreement (Project Team) led by the Town's attorney. As this process moves forward, the Town requires additional analysis of the impact of revenue sharing on the Town's ability to provide public services to the site and within the remainder of the community.

Approach

We understand that the Project Team has developed, or is in the process of developing, forecasts of likely tax revenues under alternative development and tax sharing arrangements as part of the revenue sharing discussion. Based on this understanding, we anticipate the following BBC tasks.

- BBC will expand our understanding of the Scheels project through the review of other Project Team documents. We will discuss our role in this process with the appropriate Project Team members and ensure no duplication of effort. We anticipate collecting and reviewing data regarding the following: project overview, phasing and schedule; the

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Denver, CO 80202
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Fax: 303.399.0448
bbcresearch.com

proposed first phase development size (square footage by type of establishment); likely commercial and residential composition and timing; likely later phase development; the tax productivity of current development in the 25/34 Center; anticipated responsibility for infrastructure investment and maintenance costs. We anticipate that this material will be provided by other firms and individuals involved with the Project Team.

- BBC will review and utilize the sales and property tax projections provided by the Project Team, specifically data from Ray Real Estate Services, Inc. These data will include the sales performance of existing Johnstown retail stores in the area and the proposed changes to current sales tax allocation practices.
- BBC will provided data on infrastructure investment costs and the allocation of cost responsibility between the developer, the Town and affected metropolitan districts from other Project Team members.
- BBC will interview service providers in the Town to determine how continued development in the 25/34 area will affect provision and costs of Town services. BBC will interview town staff responsible for road maintenance, police services, parks, genrral administration and utilities. We will develop a service costs projection model based on current average and marginal costs for commercial and residential land uses, and calculate Town service delivery expenses based on the Project development schedule and indirect development of the surrounding area.
- BBC will model future development expectations and cost implications for the Town. We will integrate our work with the data on revenues provided by Ray Real Estate Services, addressing the key issue as to whether the Town can provide adequate local services with reduced sales tax revenues.
- BBC will meet with Town administration to review findings. BBC will prepare a report documenting our observations and findings (the Report). BBC will participate in a work session with Town Council.

Administration

This project will be completed under my direction with the same professional team currently working for Johnstown on impact fee design. Assuming the requisite project data are available in a timely fashion, we can complete this project within 3 weeks of your indication to proceed. We anticipate a June 29th presentation to Johnstown City Council.

The following hourly rates apply:

BBC Hourly Rates

Name	Position	Hourly Rate
Ford Frick	Managing Director	\$220
Janna Raley	Associate	\$155
Jacob Rowberry	Research Associate	\$140

The costs of this evaluation, local meetings, report development and workshop with the Town Council will not exceed \$16,000, which includes any direct expenses such as local travel and anticipates multiple personal interviews in Johnstown, a Project Team meeting and a council presentation. Professional time and expenses will be billed at the end of this project in the same manner as our current billing practices with the Town. Any additional work requested by the client will be billed at our standard hourly rates.

We very much appreciate the opportunity to prepare this proposal and look forward to continuing of work for the Town.

Sincerely,



Ford Frick
Managing Director

