

WORK SESSION

JOINT WORK SESSION

TOWN OF JOHNSTOWN/ FRONT RANGE FIRE RESCUE AUTHORITY

Monday, August 24, 2015

450 South Parish Avenue (Town Hall)

6:30 p.m.

AGENDA

- 1) Welcome – Mayor Mark Romanowksi
- 2) Town/Authority introductions
- 3) Discussion of fire protection services at 2534 Development
- 4) Discussion of plans review process
- 5) Discussion of Town /Authority future plans
- 6) Roundtable discussion –Town/Authority topics of interest
- 7) Closing comments

TOWN COUNCIL

MEETING

PACKET

August 17, 2015

Monday, August 17, 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 – August 3, 2015
 - B) Payment of Bills
 - C) July Financial Statements
 - D) Memorandum of Agreement for Conduct of Coordinated Elections – Weld County
 - E) Intergovernmental Agreement for General Election – Larimer County
 - F) Resolution No. 2015-10, Concerning Support for the Creation of a U.S. Highway 34 Coalition
- 7) **STAFF REPORTS**
- 8) **OLD BUSINESS**
- 9) **NEW BUSINESS**
 - A) ***Public Hearing** - Johnstown Plaza Metropolitan District Service Plan
 - B) Consider Professional Services Agreement for Design of Central Weld Water District Emergency Connection - MSK Consulting, LLC
 - C) Consider Water and Sewer Service Agreement for Wingate Hotel at 2534 West
 - D) Consider Award of Contract for Weld County Road (WCR) 48 Paving Project – Apex Pavement Solutions
- 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 ITEM 6A-F

CONSENT

AGENDA

- **Council Minutes – August 3, 2015**
 - **Payment of Bills**
 - **July Financial Statements**
- **Weld County IGA for Coordinated Election**
- **Larimer County IGA for General Election**
 - **Resolution 2015-10**
(Concerning Support for U.S. Highway 34 Coalition)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: August 17, 2015

ITEM NUMBER: 6A-F

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 – August 3, 2015
- B) Payment of Bills
- C) July Financial Statements
- D) *Memorandum of Agreement for Conduct of Coordinated Elections – Weld County
- E) *Intergovernmental Agreement for General Election – Larimer County
- F) **Resolution No. 2015-10, Concerning Support for the Creation of a U.S. Highway Coalition

*Town Council wishes to refer a ballot issue concerning the establishment of a lodging tax to the electors at the November 3rd coordinated election. As Johnstown electors reside in both Weld and Larimer Counties, intergovernmental agreements are required by both counties for coordination of the election (refer to attached agreements). A total of \$20,300 has been allocated for election services in the 2015 budget. According to the Weld County IGA, the cost to the town is \$1 per registered elector eligible to vote estimated at \$6,000. Larimer County's IGA provides for a minimum fee of \$650. In addition, the town will be responsible for a proportional share of the costs based upon Larimer County's expenditures relative to the election and number of electors in the town. The IGA's have been reviewed by the Town Attorney.

**Resolution No. 2015-10 merely expresses Council's support for the creation of a U.S. Highway 34 Coalition as previously discussed at the July 20th and August 3rd, 2015 Council meetings.

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

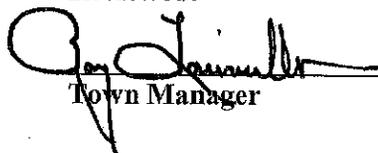
RECOMMENDED ACTION: Approve Consent Agenda

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, August 3, 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, Lebsack and Mellon

Those absent were: Councilmember James, Mitchell and 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 made a motion seconded by Councilmember Berg 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:

- July 20, 2015 - Town Council Meeting Minutes

Motion carried with a unanimous vote.

New Business

A. Consider Hotel and Restaurant Liquor License for Bonefish Grill #6604 – Councilmember Berg made a motion seconded by Councilmember Lebsack to approve the hotel and restaurant liquor license renewal for the Bonefish Grill #6604. Motion carried with a unanimous vote.

B. Consider Resolution No. 2015-10, Referring a Ballot Issue Concerning the Establishment of a Lodging Tax to the Electors at the November 3, 2015 Coordinated Election – Councilmember Lebsack made a motion seconded by Councilmember Mellon to approve the adoption of Resolution 2015-10 referring a ballot issue concerning establishment of a lodging tax to the electors at the November 3, 2015 coordinated election. Motion carried with a unanimous vote.

C. Consider Agreement with Great Western Railroad of Colorado, L.L.C. for a Public Road Crossing License on South Parish Avenue – The Railroad requires a crossing agreement and that their contractor perform the work within and 2 foot outside their tracks. The estimated cost of this work is \$5,739.00. The agreement also requires the Town to pay for the cost of maintaining the crossing and, if terminated, of restoring the crossing. Councilmember Mellon made a motion seconded by Councilmember Mellon to approve the Agreement with Great Western Railway of Colorado, L.L.C. for a Public Road Crossing License on S. Parish Avenue and authorize the Mayor to sign it. Motion carried with a unanimous vote.

D. Public Hearing – Use by Special Review for Oil and Gas Exploration on Riverbend Estates PUD by PDC Energy – This is a request by oil and gas operator PDC Energy to develop 8

horizontal wells within a single drilling area, and construct a new tank battery/production facility.

Mayor Romanowski opened the public hearing at 7:28 and having no public comment closed the hearing at 7:58 p.m.

Councilmember Mellon made a motion seconded by Councilmember Lebsack to approve the Use by Special Review for oil and gas exploration on the Riverbend Estates PUD by PDC Energy, with 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 CR 46. The operator shall ensure that the existing gravel road surface of CR 46 is maintained, including operations-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. The operator shall call for utility locates prior to subgrade work; 5. The operator shall install an 8 foot decorative wall to screen the wells and production area from CR 46; 6. The operator shall flow truck traffic onto County Road 46 to Colorado Boulevard. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 8:05 p.m.

Mayor

Town Clerk/Treasurer

**PAYMENT
OF
BILLS**

BILLS SUBMITTED FOR PAYMENT- AUG 2015			
A & E TIRE	\$	163.44	
ACE HARDWARE	\$	577.00	
AJ'S BACKFLOW TESTING	\$	220.00	
ALL COPY PRODUCTS	\$	704.64	
ARAPAHOE RENTAL	\$	16.96	
B & M ROOFING	\$	500.00	
BIG AIR JUMPERS	\$	367.50	
BRANDON COPELAND	\$	545.00	
BUCKEYE WELDING	\$	150.00	
CASELLE	\$	663.00	
CANYON SYSTEMS	\$	15.90	
CENTURY LINK	\$	330.68	
CHURCHICH RECREATION	\$	3,493.00	
CINTAS	\$	369.47	
CIRSA	\$	656.00	
COLORADO ANALYTICAL	\$	1,484.00	
COLORADO DEPARTMENT OF PUBLIC HEALTH	\$	8,305.00	
COLORADO INSPECTION CONNECTION	\$	5,400.00	
COLORADO MOSQUITO CONTROL	\$	2,918.33	
COREN PRINTING	\$	357.00	
COUNTY SHERIFF'S OF COLORADO	\$	590.00	
CUMMINS ROCKY MOUNTAIN, LLC	\$	2,529.73	
DANA KEPNER	\$	520.55	EST.
DBC IRRIGATION	\$	550.45	
DPC INDUSTRIES (CHEMICALS)	\$	11,132.29	
FAIS MACHINERY	\$	1,551.28	
FIRST CLASS SECURITY SYSTEMS	\$	218.90	
FIRST NATIONAL BANK	\$	1,870.23	
FED EX	\$	50.00	
FRONTIER FERTILIZER	\$	111.15	
G&K SERVICES	\$	258.14	
GALLS QUARTERMASTER	\$	1,171.84	EST.
ISAAC GARCIA	\$	60.00	
GREELEY LOCK & KEY	\$	21.60	
GCR TIRES	\$	968.84	
GRAINGER	\$	550.00	EST.
GREYSTONE TECHNOLOGY	\$	1,075.00	
GROUNDS GUYS	\$	2,000.00	EST.
HAYS MARKET	\$	155.52	
HELTON & WILLIAMSEN, P.C.	\$	1,340.00	
HILL & ROBBINS PC	\$	2,595.75	
HOME DEPOT	\$	670.80	
HORIZON LABORATORY	\$	25.00	
J&S CONTRACTORS SUPPLY	\$	1,462.79	
JOHN DEERE FINANCIAL	\$	492.89	
JOHNSTOWN BREEZE	\$	500.00	EST.
JTOWN GRAPHIX	\$	242.00	
JOHNSTOWN MILLIKEN CHAMBER	\$	175.00	
KENYON P. JORDAN, PHD	\$	175.00	
K & K LASER CREATIONS	\$	438.72	
DANA KEPNER	\$	520.55	
KINSCO	\$	6.00	

LARIMER HUMANE SOCIETY		\$ 595.00	
LASER TECHNOLOGY, INC.		\$ 3,420.00	
LAW ENFORCEMENT SEMINARS		\$ 325.00	
LAZAR, MICHAEL A.		\$ 1,200.00	EST.
LOVELAND BEAR ALIGNMENT		\$ 65.00	
LOWE'S		\$ 226.94	
DOUG MATTINGLEY		\$ 56.98	
MARES AUTO		\$ 272.99	
MARIPOSA PLANTS		\$ 85.00	
MARTIN MARIETTA		\$ 148.43	
MASTER ROOFING		\$ 600.00	
MCDONALD FARMS		\$ 11,880.00	
NALCO		\$ 2,410.66	
NAPA AUTO PARTS		\$ 412.38	
NEWCO		\$ 25.14	
PAETEC		\$ 1,786.02	
PIONEER SAND COMPANY		\$ 467.08	
PRAIRIE MOUNTAIN PUBLISHING		\$ 1,191.20	
THE PRINT SOURCE		\$ 1,293.60	
POUDRE VALLEY REA		\$ 11,294.55	
PURCHASE POWER		\$ 166.86	
QUILL		\$ 99.99	
RENEWABLE FIBER		\$ 2,795.00	
REX OIL		\$ 4,346.66	
ROCKLIN, AVI, LAW OFFICE		\$ 2,981.50	
ROYAL T ROOTER		\$ 100.00	
SCS		\$ 33.77	
SLAFTER MOWING		\$ 4,780.00	
SUPPLY WORKS		\$ 697.91	
TDS		\$ 405.35	
TERRY'S TRACTOR SERVICE		\$ 2,570.00	
TREE GUYS		\$ 2,800.00	
UNITED POWER		\$ 650.00	EST.
VERIZON WIRELESS		\$ 1,354.81	
WAGNER CAT		\$ 13.68	
WASTE MANAGEMENT		\$ 41,556.19	
WELD COUNTY DEPT OF PUBLIC HEALTH		\$ 6,494.50	
WELD COUNTY ACCOUNTING		\$ 150.00	
WESTERN FIRE EXTINGUISHER		\$ 100.00	
WINTERS, HELLERICH & HUGHES		\$ 2,750.00	
XCEL ENERGY		\$ 43,000.00	EST.
YOST CLEANING		\$ 1,972.00	
		\$ 218,841.13	

JULY
FINANCIAL
STATEMENTS

EXECUTIVE SUMMARY JULY 2015

58.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
GENERAL				
<u>Revenues</u>	6,680,490.00	7,103,800.00	423,310.00	94%
<u>Expenditures</u>				
Legislative	13,860.00	34,500.00	20,640.00	40%
Judicial	21,924.00	38,700.00	16,776.00	57%
Elections	-	20,300.00	20,300.00	0%
Administration	211,381.00	369,300.00	157,919.00	57%
Planning & Zoning	93,349.00	168,600.00	75,251.00	55%
Police	894,710.00	1,869,100.00	974,390.00	48%
Protective Inspections	57,504.00	134,300.00	76,796.00	43%
Streets	618,949.00	1,219,200.00	600,251.00	51%
Cemetery	10,313.00	38,700.00	28,387.00	27%
Animal Control	45,886.00	91,700.00	45,814.00	50%
Senior Coordinator	34,870.00	67,000.00	32,130.00	52%
Parks	21,082.00	61,700.00	40,618.00	34%
Community	93,936.00	389,000.00	295,064.00	24%
Transfers	273,627.00	1,445,300.00	1,171,673.00	19%
<u>Total Expenditures</u>	2,391,391.00	5,947,400.00	3,556,009.00	40%
 Excess Revenues over Expenditures	 4,289,099.00			

EXECUTIVE SUMMARY JULY 2015

58.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WATER				
<u>Revenues</u>	2,256,377.00	2,017,200.00	(239,177.00)	112%
<u>Expenditures</u>				
Administration	93,170.00	216,500.00	123,330.00	43%
Operations	1,050,089.00	2,412,900.00	1,362,811.00	44%
Transfer	-	90,000.00	90,000.00	0%
	1,143,259.00	2,719,400.00	1,576,141.00	42%
Excess Revenues over Expenditures	1,113,118.00			

EXECUTIVE SUMMARY JULY 2015

58.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WASTEWATER				
<u>Revenues</u>	1,153,224.00	1,540,000.00	386,776.00	75%
<u>Expenditures</u>				
Administration	115,925.00	279,500.00	163,575.00	41%
Operation	461,448.00	1,150,600.00	689,152.00	40%
	577,373.00	1,430,100.00	852,727.00	40%
Excess Revenues over Expenditures	575,851.00			

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	777,190.38	3,587,067.93	3,150,000.00	(437,067.93)	113.9
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	24,539.11	165,232.00	200,000.00	34,768.00	82.6
01-01-4030-00 FRANCHISE TAXES	30,161.19	238,325.21	340,000.00	101,674.79	70.1
01-01-4040-00 PENALTIES & INTEREST	195.83	(729.09)	4,000.00	4,729.09	(18.2)
01-01-4070-00 SALES TAX	192,095.88	1,421,452.89	1,925,000.00	503,547.11	73.8
01-01-4080-00 SEVERANCE TAX	.00	.00	60,000.00	60,000.00	.0
TOTAL TAXES	1,024,182.19	5,411,348.94	5,679,000.00	267,851.06	95.3
<u>LICENSES & PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	.00	183.75	700.00	516.25	26.3
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	545.00	10,965.00	10,000.00	(965.00)	109.7
01-02-4130-00 BUILDING PERMITS	63,436.01	379,893.82	280,000.00	(99,893.82)	136.7
01-02-4140-00 DOG LICENSE & PERMITS OTHE	128.00	2,171.00	2,300.00	129.00	94.4
01-02-4150-00 FINGERPRINTING	70.00	299.00	200.00	(99.00)	149.5
TOTAL LICENSES & PERMITS	64,179.01	393,512.57	293,200.00	(100,312.57)	134.2
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	1,391.70	8,252.32	14,000.00	5,747.68	59.0
01-03-4220-00 HIGHWAY USERS TAX	32,670.97	221,264.87	340,000.00	118,735.13	65.1
01-03-4230-00 ADD. VEH. REG. FEE	4,560.00	28,933.00	42,000.00	13,067.00	68.9
01-03-4240-00 COUNTY ROAD & BRIDGE	94,270.56	99,216.88	70,000.00	(29,216.88)	141.7
TOTAL INTERGOVERNMENTAL	132,893.23	357,667.07	466,000.00	108,332.93	76.8
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOTS AND CARE	430.00	22,309.50	20,000.00	(2,309.50)	111.6
01-04-4320-00 TRASH CHARGES	41,436.69	286,446.29	430,000.00	143,553.71	66.6
01-04-4330-00 OTHER SERVICES	696.29	6,330.13	1,500.00	(4,830.13)	422.0
01-04-4340-00 FISHING PERMITS	170.00	668.00	600.00	(68.00)	111.3
TOTAL CHARGES FOR SERVICES	42,732.98	315,753.92	452,100.00	136,346.08	69.8
<u>FINES</u>					
01-05-4315-00 COURT FEES REFUND	.00	(185.00)	.00	185.00	.0
01-05-4410-00 MUNICIPAL COURT FINES & FE	8,944.03	62,859.78	70,000.00	7,140.22	89.8
01-05-4420-00 SURCHARGE	1,085.00	9,837.16	7,000.00	(2,837.16)	140.5
TOTAL FINES	10,029.03	72,511.94	77,000.00	4,488.06	94.2

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2015

GENERAL FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>MISCELLANEOUS</u>					
01-06-4510-00 COMM. CENTER RENTAL FEES	1,426.50	9,596.50	10,000.00	403.50	96.0
01-06-4530-00 REFUND OF EXPENDITURES	965.47	6,261.94	5,000.00	(1,261.94)	125.2
01-06-4570-00 SCHOOL DISTRICT	.00	.00	26,500.00	26,500.00	.0
TOTAL MISCELLANEOUS	<u>2,391.97</u>	<u>15,858.44</u>	<u>41,500.00</u>	<u>25,641.56</u>	<u>38.2</u>
<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00 EARNINGS ON INVESTMENTS	15,418.70	87,006.45	45,000.00	(42,006.45)	193.4
TOTAL EARNINGS ON INVESTMENTS	<u>15,418.70</u>	<u>87,006.45</u>	<u>45,000.00</u>	<u>(42,006.45)</u>	<u>193.4</u>
<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	(3,940.84)	26,830.54	5,000.00	(21,830.54)	536.6
TOTAL TAXES	<u>(3,940.84)</u>	<u>26,830.54</u>	<u>50,000.00</u>	<u>23,169.46</u>	<u>53.7</u>
TOTAL FUND REVENUE	<u>1,287,886.27</u>	<u>6,680,489.87</u>	<u>7,103,800.00</u>	<u>423,310.13</u>	<u>94.0</u>

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXRENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00 BOARD MEMBERS COMPENSATION	1,650.00	11,300.00	22,800.00	11,500.00	49.6
01-10-5050-00 PAYROLL TAXES	126.24	864.58	1,800.00	935.42	48.0
01-10-5070-00 WORKMEN'S COMPENSATION	91.11	595.09	1,000.00	404.91	59.5
01-10-6522-00 INSURANCE	.00	363.88	800.00	436.12	45.5
01-10-6544-03 EQUIPMENT/SOFTWARE - IPADS	.00	94.84	3,000.00	2,905.16	3.2
01-10-8016-00 PROFESSIONAL SERVICES	141.60	641.93	5,100.00	4,458.07	12.6
TOTAL LEGISLATIVE	2,008.95	13,860.32	34,500.00	20,639.88	40.2
<u>JUDICIAL</u>					
01-15-5011-00 SAL-JUDGE	1,215.00	6,727.50	10,800.00	4,072.50	62.3
01-15-5012-00 SAL-PROS. ATT.	2,530.00	14,840.00	27,000.00	12,160.00	55.0
01-15-6505-00 OFFICE EXPENSES	35.44	366.61	800.00	443.39	44.6
01-15-8016-00 PROFESSIONAL SERVICES	.00	.00	100.00	100.00	.0
TOTAL JUDICIAL	3,780.44	21,924.11	38,700.00	16,775.89	56.7
<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 7 MONTHS ENDING JULY 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	5,532.10	42,542.30	75,400.00	32,857.70	56.4
01-25-5010-03 OVERTIME	.00	112.81	600.00	487.19	18.8
01-25-5011-00 PART TIME OFFICE	566.59	2,589.75	4,000.00	1,410.25	64.7
01-25-5012-00 INTERN	706.90	706.90	5,000.00	4,293.10	14.1
01-25-5015-00 CLEANING SALARIES	180.67	1,444.66	3,500.00	2,055.34	41.3
01-25-5025-00 MANAGER	3,802.54	28,243.01	50,000.00	21,756.99	56.5
01-25-5050-00 PAYROLL TAXES	742.18	5,500.34	10,000.00	4,499.66	55.0
01-25-5060-00 RETIREMENT FUND	715.26	5,395.71	9,500.00	4,104.29	56.8
01-25-5070-00 WORKMAN'S COMPENSATION	91.11	595.09	700.00	104.91	85.0
01-25-6010-00 UTILITIES	300.84	2,281.97	6,000.00	3,718.03	38.0
01-25-6505-00 OFFICE EXPENSE	265.44	2,834.96	8,000.00	5,165.04	35.4
01-25-6506-00 UTILITY BILL MAILING	333.15	2,316.91	4,100.00	1,783.09	56.5
01-25-6510-00 TELEPHONE	116.68	918.85	2,100.00	1,181.15	43.8
01-25-6511-00 TRAINING	.00	115.00	1,100.00	985.00	10.5
01-25-6513-00 PUBLISHING	275.90	1,344.02	6,300.00	4,955.98	21.3
01-25-6515-00 DUES AND SUBSCRIPTIONS	114.94	2,396.74	2,800.00	403.26	85.6
01-25-6518-00 CLEANING SUPPLIES	.00	541.52	1,600.00	1,058.48	33.8
01-25-6520-00 MILEAGE & EXPENSES	30.50	318.73	2,400.00	2,081.27	13.3
01-25-6522-00 INSURANCE & BONDS	.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	680.10	1,135.81	3,700.00	2,564.19	30.7
01-25-8010-00 AUDIT	6,500.00	8,525.00	9,200.00	675.00	92.7
01-25-8012-00 COMPUTER PROFESSIONAL SERV	403.19	3,071.73	15,000.00	11,928.27	20.5
01-25-8014-00 LEGAL	2,649.50	21,538.75	35,000.00	13,461.25	61.5
01-25-8015-00 TAPING MEETINGS	272.50	3,259.50	6,800.00	3,340.50	49.4
01-25-8016-00 SALARY STUDY FEES	.00	.00	800.00	800.00	.0
01-25-8017-00 PROFESSIONAL SERVICES	85.00	595.00	2,000.00	1,405.00	29.8
01-25-8019-00 TREASURER'S FEES	10,489.19	47,602.33	48,000.00	397.67	99.2
01-25-9028-00 COMMUNICATIONS	.00	.00	1,000.00	1,000.00	.0
TOTAL ADMINISTRATION	36,925.96	211,381.05	369,300.00	157,918.95	57.2

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & ZONING</u>					
01-30-5010-00 SALARIES	8,340.54	62,426.18	108,500.00	46,073.82	57.5
01-30-5050-00 PAYROLL TAXES	627.90	4,704.54	8,300.00	3,595.46	56.7
01-30-5060-00 RETIREMENT FUND	770.30	5,765.44	10,100.00	4,334.56	57.1
01-30-5065-00 HEALTH INSURANCE	1,387.16	9,713.29	18,300.00	8,586.71	53.1
01-30-5070-00 WORKMENS COMPENSATION	91.11	595.09	1,500.00	904.91	39.7
01-30-6010-00 UTILITIES	262.10	1,879.48	3,200.00	1,320.52	58.7
01-30-6505-00 OFFICE SUPPLIES	109.60	759.71	2,500.00	1,740.29	30.4
01-30-6510-00 TELEPHONE	116.68	664.67	1,400.00	735.33	47.5
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	84.93	484.93	800.00	315.07	60.6
01-30-6520-00 MILEAGE & EXPENSES	.00	.00	100.00	100.00	.0
01-30-6522-00 INSURANCE AND BONDS	.00	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	222.65	5,355.27	10,000.00	4,644.73	53.6
TOTAL PLANNING & ZONING	12,012.97	93,349.30	168,600.00	75,250.70	55.4

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	69,024.98	506,295.55	1,028,800.00	522,504.45	49.2
01-35-5010-03 OVERTIME PAY	902.16	10,425.96	15,000.00	4,574.04	69.5
01-35-5013-00 CLERICAL SALARIES	4,760.81	36,758.93	64,100.00	27,341.07	57.4
01-35-5060-00 PAYROLL TAXES	5,554.10	41,271.31	85,000.00	43,728.69	48.6
01-35-5060-00 RETIREMENT	4,097.44	30,091.31	62,000.00	31,908.69	48.5
01-35-5065-00 HEALTH INSURANCE	21,280.02	145,529.79	309,400.00	163,870.21	47.0
01-35-5070-00 WORKMEN'S COMPENSATION	4,373.28	28,564.32	45,000.00	16,435.68	63.5
01-35-6010-00 UTILITIES	908.73	7,509.93	16,400.00	8,890.07	45.8
01-35-6505-00 OFFICE EXPENSE	674.61	2,622.95	8,000.00	5,377.05	32.8
01-35-6510-00 TELEPHONE	499.06	3,133.08	7,500.00	4,366.92	41.8
01-35-6511-00 TRAINING	172.48	3,968.91	13,000.00	9,031.09	30.5
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	623.58	4,039.62	8,100.00	4,060.38	49.9
01-35-6522-00 INSURANCE AND BONDS	.00	20,923.64	46,000.00	25,076.36	45.5
01-35-6524-00 GAS AND OIL	2,300.60	9,548.34	38,000.00	28,451.66	25.1
01-35-6526-00 OPERATING SUPPLIES	111.34	2,304.04	7,000.00	4,695.96	32.9
01-35-6527-00 UNIFORMS AND CLEANING	717.61	1,228.67	5,000.00	3,771.33	24.6
01-35-6528-00 WELD COUNTY MAINT. AGREEME	268.00	8,092.75	11,000.00	2,907.25	73.6
01-35-6544-02 COMPUTER SYSTEMS	.00	.00	2,500.00	2,500.00	.0
01-35-6544-04 RADAR GUNS	360.00	529.90	8,700.00	8,170.10	6.1
01-35-6544-06 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.	.00	1,803.20	2,600.00	796.80	69.4
01-35-6544-09 SHOOTING RANGE SUPPLIES	532.66	1,454.35	3,600.00	2,145.65	40.4
01-35-6544-10 OFFICE IMPROVEMENTS	.00	122.57	5,000.00	4,877.43	2.5
01-35-6544-11 POLICE EQUIPMENT	71.00	150.90	7,500.00	7,349.10	2.0
01-35-6544-14 POLICE EQUIPMENT	.00	49.85	.00	(49.85)	.0
01-35-7010-00 BLDG. REPAIR & MAINT.	97.46	1,804.63	8,000.00	6,195.37	22.6
01-35-7020-00 REPAIRS AND MAINTENANCE	987.93	3,145.00	10,000.00	6,855.00	31.5
01-35-8012-00 COMP. PROFESSIONAL SERVICE	145.05	3,293.71	12,000.00	8,706.29	27.5
01-35-8014-00 LEGAL	961.00	1,689.50	3,000.00	1,310.50	56.3
01-35-8016-00 PROFESSIONAL SERVICES	334.00	1,282.00	5,000.00	3,718.00	25.6
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	600.23	3,602.42	9,500.00	5,897.58	37.9
01-35-9022-00 JAIL FEES	.00	92.29	1,500.00	1,407.71	6.2
01-35-9028-00 COMMUNITY SERVICES	2,675.33	7,467.91	8,700.00	1,232.09	85.8
TOTAL POLICE	123,033.46	894,709.81	1,869,100.00	974,390.19	47.9

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	1,552.13	11,884.98	30,000.00	18,115.02	39.6
01-40-5050-00 PAYROLL TAXES	116.12	890.96	2,500.00	1,609.04	35.6
01-40-5060-00 RETIREMENT	65.74	503.38	1,300.00	796.62	38.7
01-40-5065-00 HEALTH INSURANCE	368.65	2,581.30	5,100.00	2,518.70	50.6
01-40-5070-00 WORKMEN'S COMPENSATION	91.11	595.09	1,200.00	604.91	49.6
01-40-6010-00 UTILITIES	262.10	1,879.49	3,800.00	1,920.51	49.5
01-40-6605-00 OFFICE EXPENSE	172.12	944.12	3,800.00	2,855.88	24.9
01-40-6510-00 TELEPHONE	116.66	664.65	1,600.00	935.35	41.5
01-40-6511-00 TRAINING	.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	180.00	200.00	40.00	80.0
01-40-6518-00 CLEANING & SUPPLIES	108.00	280.80	800.00	519.20	35.1
01-40-6522-00 INSURANCE AND BONDS	.00	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	.00	174.91	2,000.00	1,825.09	8.8
01-40-8012-00 COMP. PROF. SERVICES	289.42	1,634.98	3,500.00	1,865.02	46.7
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	5,400.00	31,635.00	65,000.00	33,365.00	48.7
TOTAL PROTECTIVE INSPECTIONS	8,542.05	57,503.56	134,300.00	76,796.44	42.8

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2015

GENERAL-FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-5010-00 SALARIES	17,678.64	134,811.63	266,000.00	131,188.37	50.7
01-45-5010-03 OVERTIME	25.93	2,183.44	7,000.00	4,816.56	31.2
01-45-5015-00 PART-TIME SALARIES	1,875.37	3,950.62	15,000.00	11,049.38	26.3
01-45-5050-00 PAYROLL TAXES	1,459.50	10,500.00	22,000.00	11,500.00	47.7
01-45-5060-00 RETIREMENT FUND	1,153.92	8,804.50	18,500.00	9,695.50	47.6
01-45-5065-00 HEALTH INSURANCE	4,971.81	36,837.50	70,000.00	33,162.50	52.6
01-45-5070-00 WORKMEN'S COMPENSATION	1,822.20	11,901.80	16,000.00	4,098.20	74.4
01-45-6010-00 UTILITIES	382.46	2,460.35	15,000.00	12,539.65	16.4
01-45-6015-00 UTILITIES - STREET LIGHTIN	18,618.72	115,058.62	230,000.00	114,941.38	50.0
01-45-6505-00 OFFICE EXPENSE	.00	136.12	600.00	463.88	22.7
01-45-6510-00 TELEPHONE	350.69	1,394.19	3,300.00	1,905.81	42.3
01-45-6511-00 TRAINING	.00	.00	1,500.00	1,500.00	.0
01-45-6515-00 DUES & SUBSCRIPTIONS	.00	225.00	500.00	275.00	45.0
01-45-6518-00 CLEANING SUPPLIES	137.54	849.46	1,600.00	750.54	53.1
01-45-6522-00 INSURANCE AND BONDS	.00	11,462.52	25,200.00	13,737.48	45.5
01-45-6524-00 GAS & OIL	2,630.46	7,598.47	22,500.00	14,901.53	33.8
01-45-6526-00 OPERATING SUPPLIES	67.39	2,979.78	4,500.00	1,520.22	66.2
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	40,534.38	242,543.80	425,000.00	182,456.20	57.1
01-45-6534-00 WEED CONTROL	100.00	100.00	6,000.00	5,900.00	1.7
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	19.44	268.24	4,000.00	3,731.76	6.7
01-45-7020-00 REP & MAINT - EQUIP & BLDG	156.93	7,685.65	20,000.00	12,314.35	38.4
01-45-7030-00 REPAIR & MAINT. BLDGS.	.00	.00	5,000.00	5,000.00	.0
01-45-8016-00 PROFESSIONAL SERVICES	319.40	2,515.12	3,500.00	984.88	71.9
TOTAL STREETS	92,304.78	618,949.03	1,219,200.00	600,250.97	50.8

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2015

GENERAL-FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
01-50-5015-00 SALARIES	1,308.86	2,886.48	12,000.00	9,113.52	24.1
01-50-5050-00 PAYROLL TAXES	100.10	220.77	1,000.00	779.23	22.1
01-50-5070-00 WORKMEN'S COMPENSATION	182.22	1,190.18	1,300.00	109.82	91.6
01-50-6513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-6522-00 INSURANCE	.00	864.24	1,900.00	1,035.76	45.5
01-50-6524-00 GAS & OIL	.00	493.71	1,800.00	1,306.29	27.4
01-50-6526-00 SUPPLIES	467.87	1,133.55	1,600.00	466.45	70.9
01-50-6533-00 TREE TRIMMING	.00	.00	3,500.00	3,500.00	.0
01-50-6534-00 FERTILIZER & WEED CONTROL	1,000.00	3,046.00	4,700.00	1,655.00	64.8
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	85.85	299.69	3,200.00	2,900.31	9.4
01-50-7025-00 SPRINKLER REPAIR	.00	.00	3,200.00	3,200.00	.0
01-50-8016-00 PROFESSIONAL SERVICES	.00	179.80	500.00	320.20	36.0
TOTAL CEMETERY	3,144.70	10,313.42	38,700.00	28,386.58	26.7
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	3,426.22	24,988.45	45,300.00	20,313.55	55.2
01-55-5010-03 OVERTIME	.00	128.48	200.00	71.52	64.2
01-55-5050-00 PAYROLL TAXES	248.74	1,827.75	3,500.00	1,672.25	52.2
01-55-5060-00 RET BEN	145.12	1,058.31	2,000.00	941.69	52.9
01-55-5065-00 HEALTH BEN	1,591.02	11,138.42	19,000.00	7,861.58	58.6
01-55-5070-00 WORKMENS COMPENSATION	182.22	1,190.18	1,500.00	309.82	79.4
01-55-6522-00 INSURANCE	.00	909.72	2,000.00	1,090.28	45.5
01-55-6524-00 GAS AND OIL	133.12	721.50	3,500.00	2,778.50	20.6
01-55-6526-00 SUPPLIES	.00	279.31	1,200.00	920.69	23.3
01-55-7020-00 REPAIR & MAINTENANCE	160.16	236.94	500.00	263.06	47.4
01-55-7030-00 WEED/NUISANCE CONTROL	(1,028.75)	2,579.65	8,000.00	5,420.35	32.3
01-55-8016-00 PROFESSIONAL SERVICES	.00	829.00	5,000.00	4,171.00	16.6
TOTAL ANIMAL CONTROL	4,857.85	45,885.71	91,700.00	45,814.29	50.0

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	2,847.86	21,316.04	37,100.00	15,783.96	57.5
01-60-5050-00 PAYROLL TAXES	212.68	1,594.40	2,900.00	1,305.60	55.0
01-60-5066-00 HEALTH INSURANCE	676.67	4,736.69	9,400.00	4,663.31	50.4
01-60-5070-00 WORKMEN'S COMPENSATION	91.11	595.09	2,500.00	1,904.91	23.8
01-60-6010-00 UTILITIES	380.42	2,290.08	4,000.00	1,709.92	57.3
01-60-6510-00 TELEPHONE	117.86	706.13	1,300.00	593.87	54.3
01-60-6520-00 MILEAGE	208.80	1,001.14	3,000.00	1,998.86	33.4
01-60-6522-00 INSURANCE	.00	682.30	1,500.00	817.70	45.5
01-60-7020-00 REPAIR & MAINTENANCE	257.14	1,947.65	5,300.00	3,352.35	36.8
TOTAL SENIOR COORDINATOR PROGRAM	4,792.34	34,869.52	67,000.00	32,130.46	52.0
<u>PARKS</u>					
01-65-5015-00 PART-TIME SALARIES	2,644.88	5,255.64	21,700.00	16,444.36	24.2
01-65-5050-00 PAYROLL TAXES	202.30	401.98	1,700.00	1,298.02	23.7
01-65-5070-00 WORKMEN'S COMPENSATION	182.22	1,190.18	1,800.00	609.82	66.1
01-65-6010-00 UTILITIES	225.09	4,820.09	8,000.00	3,179.91	60.3
01-65-6511-00 TRAINING	.00	.00	300.00	300.00	.0
01-65-6522-00 INSURANCE AND BONDS	.00	955.20	2,100.00	1,144.80	45.5
01-65-6524-00 GAS AND OIL	502.04	768.23	1,800.00	1,031.77	42.7
01-65-6526-00 SUPPLIES	473.81	1,050.29	2,000.00	949.71	52.5
01-65-6534-00 FERTILIZER AND WEED CONTROL	833.25	2,968.28	9,000.00	6,031.72	33.0
01-65-6542-00 PORTA-POTTIES	148.72	492.11	2,000.00	1,507.89	24.6
01-65-6544-01 MOWER	.00	.00	1,000.00	1,000.00	.0
01-65-6544-02 SPIN TRIMMER	.00	550.45	800.00	249.55	68.8
01-65-7020-00 REPAIRS AND MAINTENANCE	721.37	1,595.32	5,000.00	3,404.68	31.9
01-65-7025-00 SPRINKLER REPAIRS	556.91	1,033.78	4,500.00	3,466.22	23.0
TOTAL PARKS	6,490.69	21,081.55	61,700.00	40,618.45	34.2
<u>LIBRARY</u>					
01-70-7000-00 TOWN SUPPORT-LIBRARY	31,091.67	217,641.69	373,100.00	155,458.31	58.3
TOTAL LIBRARY	31,091.67	217,641.69	373,100.00	155,458.31	58.3

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2015

-----GENERAL FUND-----

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-75-8526-00 COMMUNITY CENTER SUPPLIES	.00	219.29	6,500.00	6,280.71	3.4
01-75-7020-00 COMMUNITY CENTER REPAIR	505.68	6,418.93	10,000.00	3,581.07	64.2
01-75-7025-00 COMMUNITY CENTER UTILITIES	380.43	2,290.09	7,500.00	5,209.91	30.5
01-75-7031-00 DOWNTOWN BEAUTIFICATION	1,171.82	14,534.38	25,000.00	10,465.62	58.1
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.	2,825.62	3,625.62	11,000.00	7,374.38	33.0
01-75-7060-00 CITIZEN COMMUNICATION PROGRAM	2,750.00	8,750.00	23,200.00	14,450.00	37.7
01-75-7066-00 WEB SITE CONSULTANT	2,327.60	2,327.60	3,500.00	1,172.40	66.5
01-75-7070-00 BARBEQUE DAYS CONTRIBUTION	1,413.18	18,263.18	23,700.00	5,436.82	77.1
01-75-7080-00 MOSQUITO SPRAYING	2,918.33	8,755.01	17,500.00	8,744.99	50.0
01-75-7090-00 INSURANCE DEDUCTIBLES	316.10	1,316.10	15,000.00	13,683.90	8.8
01-75-7100-00 SEPARATION BENEFITS	.00	.00	10,000.00	10,000.00	.0
01-75-7125-00 GROUNDS MAINTENANCE	2,070.00	4,929.20	15,000.00	10,070.80	32.9
01-75-7129-00 NEWSLETTER/COMMUNICATION	3,400.00	9,454.83	21,000.00	11,545.17	45.0
01-75-7130-00 TOWN HALL MAINT. AGREEMENT	47.95	987.63	5,000.00	4,012.37	19.8
01-75-7131-00 SAFETY AWARD PROGRAM	.00	.00	2,500.00	2,500.00	.0
01-75-7133-00 DOWNTOWN FACADE GRANT PROGRAM	.00	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	8,279.63	45,000.00	36,720.37	18.4
TOTAL LEGISLATIVE	19,926.71	93,935.78	389,000.00	295,064.22	24.2
<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	.00	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	.00	55,985.32	1,072,200.00	1,016,214.68	5.2
TOTAL FUND EXPENDITURES	348,912.47	2,391,390.17	5,947,400.00	3,556,009.83	40.2
NET REVENUE OVER EXPENDITURES	938,973.80	4,289,099.70	1,156,400.00	(3,132,699.70)	370.9

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2015

-----WATER FUND-----

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
02-00-4310-00 WATER CHARGES	356,132.69	1,073,743.74	1,700,000.00	626,256.26	63.2
02-00-4320-00 WATER TAP FEES	93,600.00	464,533.00	.00 (	464,533.00)	.0
02-00-4322-00 RAW WATER DEV. FEE	100,000.00	506,796.00	.00 (	506,796.00)	.0
02-00-4325-00 WATER REFUNDS	(629.24)	(4,071.03)	.00	4,071.03	.0
02-00-4330-00 MISCELLANEOUS	21,940.97	185,255.10	110,000.00 (	75,255.10)	188.4
02-00-4610-00 EARNINGS ON INVESTMENTS	4,931.72	30,120.11	25,000.00 (	5,120.11)	120.5
02-00-4830-00 TRANSFER FROM GENERAL FUND	.00	.00	182,200.00	182,200.00	.0
TOTAL SOURCE 00	575,976.14	2,256,376.92	2,017,200.00 (	239,176.92)	111.9
TOTAL FUND REVENUE	575,976.14	2,256,376.92	2,017,200.00 (	239,176.92)	111.9

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2015

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	2,866.11	20,158.12	36,000.00	15,841.88	56.0
02-25-5010-03 OVERTIME	.00	80.88	300.00	219.12	27.0
02-25-5015-00 PART-TIME SALARIES	.00	2,023.16	4,200.00	2,176.84	48.2
02-25-5020-00 JANITORIAL SALARIES	180.67	1,444.69	2,700.00	1,255.31	53.5
02-25-5025-00 MANAGER	1,958.88	14,549.41	25,500.00	10,950.59	57.1
02-25-5050-00 PAYROLL TAXES	360.72	2,750.26	5,100.00	2,349.74	53.9
02-25-5060-00 RETIREMENT FUND	383.40	2,812.89	5,100.00	2,287.11	56.2
02-25-5065-00 HEALTH INSURANCE	1,147.24	8,462.84	15,000.00	6,547.16	56.4
02-25-5070-00 WORKMEN'S COMPENSATION	91.11	595.09	600.00	4.91	99.2
02-25-6010-00 UTILITIES	262.11	2,034.27	3,900.00	1,865.73	52.2
02-25-6505-00 OFFICE EXPENSE	232.18	2,699.05	5,000.00	2,300.95	54.0
02-25-6506-00 UTILITY BILL MAILING	333.12	2,316.89	4,100.00	1,783.11	56.5
02-25-6510-00 TELEPHONE	116.68	833.85	1,800.00	966.15	46.3
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	140.75	682.28	1,000.00	317.72	68.2
02-25-6520-00 MILEAGE & EXPENSES	.00	.00	500.00	500.00	.0
02-25-6522-00 INSURANCE & BONDS	.00	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.	.00	984.02	1,000.00	15.98	98.4
02-25-8010-00 AUDIT	3,075.00	5,175.00	5,900.00	725.00	87.7
02-25-8011-00 PROF. SERV.-WATER ADJUDICATION	.00	7,883.46	20,000.00	12,116.54	39.4
02-25-8012-00 COMP. PROFESSIONAL SERVICES	379.50	2,429.81	8,100.00	5,670.19	30.0
02-25-8014-00 LEGAL	340.00	464.00	8,000.00	7,536.00	5.8
02-25-8016-00 SALARY STUDY FEES	.00	.00	1,000.00	1,000.00	.0
02-25-8017-00 PROFESSIONAL SERVICES	2,313.00	5,714.00	40,000.00	34,286.00	14.3
02-25-9028-00 COMMUNICATIONS	1,275.00	2,277.17	3,500.00	1,222.83	65.1
TOTAL ADMINISTRATION	15,455.47	93,189.50	216,500.00	123,330.50	43.0

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2015

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-5010-00 SALARIES	14,990.19	112,090.41	212,500.00	100,409.59	52.8
02-70-5010-03 OVERTIME	869.59	3,444.07	10,000.00	6,555.93	34.4
02-70-5015-00 PART TIME SALARIES	436.22	962.15	2,600.00	1,837.85	37.0
02-70-5050-00 PAYROLL TAXES	1,214.29	8,685.48	17,500.00	8,814.52	49.6
02-70-5060-00 RETIREMENT FUND	826.98	6,112.51	12,000.00	5,887.49	50.9
02-70-5065-00 HEALTH INSURANCE	4,258.36	29,785.12	65,000.00	35,214.88	45.8
02-70-5070-00 WORKMEN'S COMPENSATION	546.66	3,570.54	7,900.00	4,329.46	45.2
02-70-6010-00 UTILITIES	14,691.89	84,992.77	177,000.00	92,007.23	48.0
02-70-6510-00 TELEPHONE	493.73	4,154.31	7,000.00	2,845.69	59.4
02-70-6511-00 TRAINING	.00	55.00	3,000.00	2,945.00	1.8
02-70-6518-00 CLEANING SUPPLIES	137.54	849.45	1,500.00	650.55	56.6
02-70-6522-00 INSURANCE	.00	12,788.76	23,500.00	10,711.24	54.4
02-70-6524-00 GAS AND OIL	1,862.27	4,720.32	14,000.00	9,279.68	33.7
02-70-6526-00 OPERATING SUPPLIES	12,165.61	46,128.78	142,000.00	95,871.22	32.5
02-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	11.76	3,400.00	3,388.24	.4
02-70-6544-01 METER UPGRADE	11,412.26	36,658.91	95,000.00	59,341.09	37.5
02-70-6544-02 TOOLS	.00	128.79	5,000.00	4,871.21	2.6
02-70-6544-07 TESTING EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
02-70-6544-08 VEHICLE-PURCHASE	32,904.00	32,914.98	37,500.00	4,585.02	87.8
02-70-6544-10 HWY 60 WATERLINE PROJECT	68,997.85	512,145.32	850,000.00	337,854.68	60.3
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	4,496.19	6,083.04	50,000.00	43,916.96	12.2
02-70-7022-00 VEHICLE REPAIRS	52.52	1,212.87	4,000.00	2,787.13	30.3
02-70-7030-00 PURCHASED WATER	.00	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	.00	1,000.00	4,500.00	3,500.00	22.2
02-70-8012-00 PROFESSIONAL SERVICES	15,080.85	53,208.89	120,000.00	66,791.11	44.3
TOTAL OPERATIONS - WATER FUND	-- 185,437.00	1,050,088.80	2,412,900.00	1,362,811.20	43.5
<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	200,892.47	1,143,258.30	2,719,400.00	1,576,141.70	42.0
NET REVENUE OVER EXPENDITURES	375,083.67	1,113,118.62 (	702,200.00 ) (	1,815,318.62)	158.5

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2015

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
03-00-4310-00 SEWER CHARGES	136,623.83	945,170.43	1,500,000.00	554,829.57	63.0
03-00-4320-00 SEWER TAP FEES	4,100.00	130,100.00	.00	(130,100.00)	.0
03-00-4330-00 MISCELLANEOUS	2,400.00	43,768.50	10,000.00	(33,768.50)	437.7
03-00-4610-00 EARNINGS ON INVESTMENTS	5,553.82	34,184.60	30,000.00	(4,184.60)	114.0
TOTAL SOURCE 00	148,677.65	1,153,223.53	1,540,000.00	386,776.47	74.9
TOTAL FUND REVENUE	148,677.65	1,153,223.53	1,540,000.00	386,776.47	74.9

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2015

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	3,936.92	32,373.71	57,500.00	25,126.29	56.3
03-25-5010-03 OVERTIME	.00	157.92	500.00	342.08	31.6
03-25-5015-00 PART-TIME SALARIES	.00	2,023.16	4,200.00	2,178.84	48.2
03-25-5020-00 JANITORIAL SALARIES	180.66	1,444.65	2,600.00	1,155.35	55.6
03-25-5025-00 MANAGER SALARIES	3,802.54	28,243.01	49,500.00	21,256.99	57.1
03-25-5050-00 PAYROLL TAXES	578.70	4,688.66	8,700.00	4,011.34	53.9
03-25-5060-00 RETIREMENT FUND	631.46	4,845.49	8,300.00	3,454.51	58.4
03-25-5065-00 HEALTH INSURANCE	1,775.03	14,801.63	28,000.00	13,198.37	52.9
03-25-5070-00 WORKMEN'S COMPENSATION	91.11	595.08	600.00	4.92	99.2
03-25-6010-00 UTILITIES - TOWN HALL	262.11	2,034.27	4,400.00	2,365.73	46.2
03-25-6505-00 OFFICE EXPENSES	145.08	2,016.24	4,400.00	2,383.76	45.8
03-25-6506-00 UTILITY BILL MAILING	333.15	2,316.92	4,000.00	1,683.08	57.9
03-25-6510-00 TELEPHONE	116.68	833.85	1,800.00	966.15	46.3
03-25-6511-00 TRAINING & MEETINGS	.00	.00	1,100.00	1,100.00	.0
03-25-6515-00 DUES & SUBSCRIPTIONS	129.93	163.29	500.00	336.71	32.7
03-25-6518-00 CLEANING SUPPLIES	224.28	765.80	1,000.00	234.20	76.6
03-25-6520-00 MILEAGE & EXPENSES	.00	.00	800.00	800.00	.0
03-25-6522-00 INSURANCE & BONDS	.00	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	52.50	275.31	1,100.00	824.69	25.0
03-25-8010-00 AUDIT	2,300.00	4,800.00	7,000.00	2,200.00	68.6
03-25-8012-00 PROFESSIONAL SERVICES	333.18	2,383.43	7,000.00	4,616.57	34.1
03-25-8014-00 LEGAL	.00	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	14,893.33	115,924.84	279,500.00	163,575.16	41.5

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2015

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	17,897.56	133,874.19	253,000.00	119,125.81	52.9
03-70-5010-03 OVERTIME PAY	1,062.82	4,209.32	10,000.00	5,790.68	42.1
03-70-5060-00 PAYROLL TAXES	1,411.27	10,288.84	20,300.00	10,011.16	50.7
03-70-5060-00 RETIREMENT FUND	971.54	7,182.18	14,500.00	7,317.82	49.5
03-70-5065-00 HEALTH INSURANCE	5,161.17	36,099.43	72,000.00	35,900.57	50.1
03-70-5070-00 WORKMEN'S COMPENSATION	637.77	4,161.63	8,200.00	4,038.37	50.8
03-70-6010-00 UTILITIES	16,476.79	117,107.84	225,000.00	107,892.16	52.1
03-70-6510-00 TELEPHONE	525.65	2,898.36	5,200.00	2,301.64	55.7
03-70-6511-00 TRAINING	.00	85.00	3,000.00	2,915.00	2.8
03-70-6518-00 CLEANING SUPPLIES	50.54	715.49	1,500.00	784.51	47.7
03-70-6522-00 INSURANCE	.00	14,198.82	26,600.00	12,401.18	53.4
03-70-6524-00 GAS AND OIL	1,378.27	4,236.32	14,500.00	10,263.68	29.2
03-70-6526-00 OPERATING SUPPLIES	15,156.48	59,537.61	105,000.00	45,462.39	56.7
03-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	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	32,904.00	32,914.98	37,500.00	4,585.02	87.8
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 & MAINT - MAINS	353.00	3,361.31	20,000.00	16,638.69	16.8
03-70-7020-00 REPAIRS & MAINTENANCE	4,485.13	20,201.16	80,000.00	59,798.84	25.3
03-70-7022-00 VEHICLE REPAIRS	.00	930.36	3,800.00	2,869.64	24.5
03-70-7023-00 WEED CONTROL/GROUND MAINT.	1,425.00	1,425.00	3,000.00	1,575.00	47.5
03-70-7025-00 SEWERLINE CLEANING	.00	.00	30,000.00	30,000.00	.0
03-70-7090-00 INSURANCE DEDUCTIBLES	.00	986.36	5,500.00	4,513.64	17.9
03-70-8012-00 PROFESSIONAL SERVICES	287.29	7,021.96	30,000.00	22,978.04	23.4
TOTAL OPERATIONS - SEWER FUND	100,184.28	461,447.92	1,150,600.00	689,152.08	40.1
TOTAL FUND EXPENDITURES	115,077.61	577,372.76	1,430,100.00	852,727.24	40.4
NET REVENUE OVER EXPENDITURES	33,600.04	575,850.77	109,900.00 (	465,950.77)	524.0

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2015

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
05-00-4070-00 COLORADO LOTTERY	.00	30,441.46	50,000.00	19,558.54	60.9
05-00-4110-00 PARK FEES	12,500.00	55,100.00	62,500.00	7,400.00	88.2
05-00-4130-00 LARIMER COUNTY USE TAX	7,068.29	49,049.38	40,000.00	(9,049.38)	122.6
05-00-4330-00 OTHER	176.26	1,219.32	1,000.00	(219.32)	121.9
05-00-4610-00 CT-EARNINGS ON INVEST.	175.88	1,501.04	3,500.00	1,998.96	42.9
TOTAL SOURCE 00	19,920.53	137,311.20	157,000.00	19,688.80	87.5
TOTAL FUND REVENUE	19,920.53	137,311.20	157,000.00	19,688.80	87.5

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2015

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
05-70-6533-00 TREE TRIMMING	.00	700.00	6,000.00	5,300.00	11.7
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	.00	40,978.33	55,700.00	14,721.67	73.6
05-70-6546-00 SUNRISE PARK	.00	.00	2,500.00	2,500.00	.0
05-70-6547-00 PARISH PARK	.00	284.10	2,500.00	2,215.90	11.4
05-70-6548-00 HAYS PARK	.00	64,104.13	75,700.00	11,595.87	84.7
05-70-6549-00 PIONEER RIDGE PARK	.00	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	165.00	165.00	2,500.00	2,335.00	6.6
05-70-7020-00 REPAIR & MAINT.	.00	.00	2,000.00	2,000.00	.0
TOTAL DEPARTMENT 70	165.00	106,304.06	191,400.00	85,095.94	55.5
TOTAL FUND EXPENDITURES	165.00	106,304.06	191,400.00	85,095.94	55.5
NET REVENUE OVER EXPENDITURES	19,755.53	31,007.14	(34,400.00)	(65,407.14)	90.1

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2015

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<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	126.66	814.69	700.00 (	114.69)	116.4
TOTAL SOURCE 00	126.66	33,466.29	225,700.00	192,233.71	14.8
TOTAL FUND REVENUE	126.66	33,466.29	225,700.00	192,233.71	14.8

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2015

CONTINGENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<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	126.66	33,466.29	(989,800.00)	(1,023,266.29)	3.4

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2015

CEMETERY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
07-00-4310-00 CEMETERY LOTS AND CARE	75.00	1,915.50	2,800.00	884.50	68.4
07-00-4610-00 CP-EARNINGS ON INVESTMENTS	8.40	51.69	100.00	48.31	51.7
TOTAL SOURCE 00	83.40	1,967.19	2,900.00	932.81	67.8
TOTAL FUND REVENUE	83.40	1,967.19	2,900.00	932.81	67.8
NET REVENUE OVER EXPENDITURES	83.40	1,967.19	2,900.00	932.81	67.8

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 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	98.18	3,000.00	2,901.82	3.3
TOTAL SOURCE 00	.00	98.18	503,000.00	502,901.82	.0
TOTAL FUND REVENUE	.00	98.18	503,000.00	502,901.82	.0

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 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	53,718.00	58,473.00	86,700.00	28,227.00	67.4
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>53,718.00</u>	<u>63,473.00</u>	<u>136,600.00</u>	<u>73,127.00</u>	<u>46.5</u>
TOTAL FUND EXPENDITURES	<u>53,718.00</u>	<u>63,473.00</u>	<u>136,600.00</u>	<u>73,127.00</u>	<u>46.5</u>
NET REVENUE OVER EXPENDITURES	<u>(53,718.00)</u>	<u>(63,374.82)</u>	<u>366,400.00</u>	<u>429,774.82</u>	<u>(17.3)</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2015

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
11-00-4110-00 DRAINAGE FEES	31,095.00	254,296.18	345,000.00	90,703.82	73.7
11-00-4610-00 EARNINGS ON INVESTMENTS	752.41	4,189.43	6,000.00	1,810.57	69.8
TOTAL SOURCE 00	<u>31,847.41</u>	<u>258,485.61</u>	<u>351,000.00</u>	<u>92,514.39</u>	<u>73.6</u>
TOTAL FUND REVENUE	<u>31,847.41</u>	<u>258,485.61</u>	<u>351,000.00</u>	<u>92,514.39</u>	<u>73.6</u>

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2015

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	1,244.04	10,119.09	18,500.00	8,380.91	54.7
11-25-5010-03 OVERTIME	.00	99.61	100.00	.39	99.6
11-25-5011-00 PART TIME OFFICE	.00	2,023.16	4,200.00	2,176.84	48.2
11-25-5025-00 MANAGER	1,958.88	14,549.41	25,500.00	10,950.59	57.1
11-25-5050-00 PAYROLL TAXES	240.00	1,999.78	3,700.00	1,700.22	54.1
11-25-5060-00 RETIREMENT FUND	233.62	1,781.45	3,300.00	1,518.55	54.0
11-25-5065-00 HEALTH INSURANCE	725.52	6,475.44	11,600.00	5,124.56	55.8
11-25-5070-00 WORKMAN'S COMPENSATION	91.11	595.09	500.00	(95.09)	119.0
11-25-6010-00 UTILITIES	262.10	262.10	1,800.00	1,537.90	14.6
11-25-6505-00 OFFICE SUPPLIES	100.00	751.78	1,200.00	448.22	62.7
11-25-6506-00 UTILITY BILL MAILING	333.15	2,316.87	4,100.00	1,783.13	56.5
11-25-6510-00 TELEPHONE	116.68	212.16	700.00	487.84	30.3
11-25-6522-00 INSURANCE AND BONDS	.00	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	.00	174.90	500.00	325.10	35.0
11-25-8010-00 AUDIT	1,625.00	2,500.00	2,500.00	.00	100.0
11-25-8012-00 COMPUTER PROF. SERVICES	267.69	1,850.22	3,300.00	1,449.78	56.1
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	7,197.79	46,802.72	93,700.00	46,897.28	50.0
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	1,987.18	19,966.98	47,400.00	27,433.02	42.1
11-70-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
11-70-5050-00 PAYROLL TAXES	150.74	1,504.89	4,000.00	2,495.11	37.6
11-70-5060-00 RETIREMENT FUND	179.51	1,536.76	3,700.00	2,163.24	41.5
11-70-5065-00 HEALTH INSURANCE	195.54	3,397.96	9,500.00	6,102.04	35.8
11-70-5070-00 WORKMEN'S COMPENSATION	273.33	1,785.27	1,400.00	(385.27)	127.5
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	.00	2,001.40	4,400.00	2,398.60	45.5
11-70-6524-00 GAS & OIL	.00	1,011.05	2,200.00	1,188.95	46.0
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	2,786.30	31,204.31	153,500.00	122,295.69	20.3
TOTAL FUND EXPENDITURES	9,984.09	78,007.03	247,200.00	169,192.97	31.6
NET REVENUE OVER EXPENDITURES	21,863.32	180,478.58	103,800.00	(76,678.58)	173.9

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 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 7 MONTHS ENDING JULY 31, 2015

PAVING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 80</u>					
12-80-7050-00 TRANSFER CAPITAL PROJECTS FUND	.00	260.31	300.00	39.69	86.8
TOTAL DEPARTMENT 80	.00	260.31	300.00	39.69	86.8
TOTAL FUND EXPENDITURES	.00	260.31	300.00	39.69	86.8
NET REVENUE OVER EXPENDITURES	.00	(260.25)	(300.00)	(39.75)	(86.8)

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2015

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 00</u>					
14-00-5010-00 LIBRARY- SALARIES	19,319.57	145,390.67	.00 (	145,390.67)	.0
14-00-5050-00 LIBRARY-PAYROLL TAXES	1,449.70	10,924.66	.00 (	10,924.66)	.0
14-00-5065-00 HEALTH INS.	1,759.52	12,321.64	.00 (	12,321.64)	.0
14-00-5070-00 WORKMENS COMPENSATION	182.22	1,190.18	.00 (	1,190.18)	.0
TOTAL DEPARTMENT 00	22,711.01	169,827.15	.00 (	169,827.15)	.0
TOTAL FUND EXPENDITURES	22,711.01	169,827.15	.00 (	169,827.15)	.0
NET REVENUE OVER EXPENDITURES	(22,711.01)	(169,827.15)	.00	169,827.15	.0

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2015

CAPITAL PROJECTS FUND

<u>SOURCE 00</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
15-00-4060-00 USE TAX	214,772.12	1,394,895.08	850,000.00	(544,895.08)	164.1
15-00-4610-00 EARNINGS ON INVESTMENTS	6,226.35	39,186.72	28,000.00	(11,186.72)	140.0
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	260.31	100.00	(160.31)	260.3
 TOTAL SOURCE 00	 220,998.47	 1,434,342.11	 923,100.00	 (511,242.11)	 155.4
 TOTAL FUND REVENUE	 220,998.47	 1,434,342.11	 923,100.00	 (511,242.11)	 155.4

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2015

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
15-70-6544-15 DOWNTOWN PARKING LOT	4,228.50	4,228.50	20,000.00	15,771.50	21.1
15-70-7015-00 ANNUAL OVERLAY	215,000.68	215,000.68	250,000.00	34,999.32	86.0
15-70-7020-00 STREET REPAIR & MAINT.	21,204.80	43,739.75	150,000.00	106,260.25	29.2
15-70-7022-00 ALLEY IMPROVEMENTS	.00	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	.00	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	240,433.98	265,527.42	600,500.00	334,972.58	44.2
<u>DEPARTMENT 80</u>					
15-80-7060-00 REBATE	.00	227,258.57	125,000.00	(102,258.57)	181.8
TOTAL DEPARTMENT 80	.00	227,258.57	125,000.00	(102,258.57)	181.8
TOTAL FUND EXPENDITURES	240,433.98	492,785.99	725,500.00	232,714.01	67.9
NET REVENUE OVER EXPENDITURES	(19,435.51)	941,556.12	197,600.00	(743,956.12)	476.5

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 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	10,089.00	55,758.75	90,000.00	34,243.25	62.0
16-00-4610-00 EARNINGS ON INVESTMENTS	.00	11.29	10.00	(1.29)	112.9
TOTAL SOURCE 00	10,089.00	55,768.04	90,010.00	34,241.96	62.0
TOTAL FUND REVENUE	10,089.00	55,768.04	90,010.00	34,241.96	62.0

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2015

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
16-70-7010-00 CONSTRUCTION	.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	.00	30,300.00	99,210.00	68,910.00	30.5
TOTAL FUND EXPENDITURES	.00	30,300.00	99,210.00	68,910.00	30.5
NET REVENUE OVER EXPENDITURES	10,089.00	25,468.04	(9,200.00)	(34,668.04)	276.8

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2015

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
17-00-4610-00 EARNINGS ON INVESTMENTS	3,160.98	20,524.77	35,000.00	14,475.23	58.6
TOTAL SOURCE 00	3,160.98	20,524.77	35,000.00	14,475.23	58.6
<u>SOURCE 01</u>					
17-01-4110-01 TRANSPORTATION FAC. DEV. FEE	47,892.00	634,842.01	230,000.00 (	404,842.01)	276.0
17-01-4110-02 POLICE FACILITIES DEV. FEE	10,815.25	145,258.21	53,000.00 (	92,258.21)	274.1
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	28,841.25	424,658.72	142,000.00 (	282,658.72)	299.1
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	28,040.25	358,737.91	138,000.00 (	220,737.91)	260.0
17-01-4110-05 LIBRARY FACILITIES FEE	5,608.00	71,867.59	27,000.00 (	44,867.59)	266.2
17-01-4110-06 TRAFFIC SIGNAL	1,386.90	6,386.03	5,000.00 (	1,386.03)	127.7
TOTAL SOURCE 01	122,583.65	1,641,750.47	595,000.00 (	1,046,750.47)	275.9
TOTAL FUND REVENUE	125,744.63	1,662,275.24	630,000.00 (	1,032,275.24)	263.9

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2015

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
17-70-6544-01 POLICE VEHICLE	53,718.00	58,512.40	86,700.00	28,187.60	67.5
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	.00	14,660.45	80,000.00	65,339.55	18.3
17-70-8017-00 PARKS & OPEN - PROFESSIONAL	.00	.00	20,000.00	20,000.00	.0
17-70-8018-00 TRANSPORTATION EXPENDITURES	1,640.00	335,482.81	1,198,000.00	862,517.19	28.0
17-70-8018-01 WCR 48 IMPROVEMENT	.00	.00	80,000.00	80,000.00	.0
TOTAL DEPARTMENT 70	55,358.00	409,260.60	1,550,200.00	1,140,939.40	26.4
TOTAL FUND EXPENDITURES	55,358.00	409,260.60	1,550,200.00	1,140,939.40	26.4
NET REVENUE OVER EXPENDITURES	70,386.63	1,253,014.64	(920,200.00)	(2,173,214.64)	136.2

**WELD
COUNTY
INTERGOVERNMENTAL
AGREEMENT
(Coordinated Election)**

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

Town of Johnstown, hereinafter referred to as "Jurisdiction," does hereby agree and contract with the Board of County Commissioners of the County of Weld, hereinafter referred to as "Commissioners," and the Weld County Clerk and Recorder, hereinafter referred to as "County Clerk," concerning the administration of the November 3, 2015, Coordinated Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter "Code"), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the County Clerk's duties thereunder.

WHEREAS, the Jurisdiction desires to conduct an election pursuant to its statutory authority or to have certain items placed on the ballot at an election pursuant to its statutory authority, such election to occur via mail ballot on November 3, 2015; and

WHEREAS, the Jurisdiction agrees to conduct a Coordinated Election with the County Clerk acting as the Coordinated Election Official; and

WHEREAS, the County Clerk is the "Coordinated Election Official," pursuant to § 1-7-116(1), C.R.S., and is to perform certain election services in consideration of performances by the Jurisdiction of the obligations herein below set forth; and

WHEREAS, such agreements are authorized by statute at §§ 1-1-111(3), 1-7-116, 22-30-104(2), 22-31-103, and 29-1-203, et seq., C.R.S.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. The Jurisdiction encompasses territory within Weld County and Larimer County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Weld County.
2. Term of Agreement: This Agreement is intended only to deal with the conduct of the November 3, 2015, Coordinated Election.
3. The Jurisdiction agrees to perform the following tasks and activities:
 - a. Conduct all procedures required of the clerk or designated election official for initiatives, referenda, and referred measures under the provisions of §§ 31-11-101 through 31-11-118 and 22-30-104(4), C.R.S.
 - b. To do all tasks required by law of designated election officials concerning nomination of candidates by petition, including, but not limited to: issue approval as to form, where appropriate, of nominating petition; determine candidate eligibility; receive candidate acceptance of nominations; accept notice of intent, petitions for nomination, and affidavits of circulators; verify signatures on nominating petitions; and hear any protests of the nominating petitions, as said tasks are set forth in any applicable provisions of Title 1, Article IV, Parts 8 and 9, and §§ 1-4-501, 22-31-103, and 22-31-107, C.R.S., and those portions of the Colorado Municipal Election Code of 1965, Article X of Title 31, as adopted by reference pursuant to § 1-4-805, C.R.S.
 - c. Establish order of names and questions for Jurisdiction's portion of the ballot and submit to the County Clerk in final form. The ballot content, including a list of

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

candidates, ballot title, and text, must be certified to the County Clerk no later than 60 days before the election, pursuant to § 1-5-203(3)(a), C.R.S.

- d. Accept written comments for and against ballot issues pursuant to §§ 1-7-901 and Article 10, Section 20(3)(b)(v), C.R.S. Comments to be accepted must be filed by the end of the business day on the Friday before the 45th day before the election. Preparation of summaries of written comments shall be done by the Jurisdiction but only to the extent required pursuant to § 1-7-903(3), C.R.S. The full text of any required ballot issue notices must be transmitted to and received by the County Clerk no later than 42 days prior to the election pursuant to § 1-7-904, C.R.S. No portion of this Subsection 3(d) shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.
- e. Collect, prepare, and submit all information required to give notice pursuant to Colorado Constitution Section 20, Article 10(3)(b), the Taxpayer's Bill of Rights. Such information must be received by the County Clerk no less than 42 days prior to the election to give the County Clerk sufficient time to circulate the information to voters.
- f. Accept affidavits of intent to accept write-in candidacy up until close of business on the 64th day before the election, and provide a list of valid affidavits received and forward them to the County Clerk pursuant to § 1-4-1102(2), C.R.S.
- g. Pay the sum of \$1.00 per registered elector eligible to vote in the Jurisdiction's election as of November 3, 2015, with a \$200 minimum, within 30 days of billing, regardless of whether or not the election is actually held. If the Jurisdiction cancels the election before its Section 20, Article X, the Taxpayer's Bill of Rights, notices are due to the County, and prior to the County Clerk incurring any expenses for the printing of the ballots, the Jurisdiction shall not be obligated for any expenses under this Subsection 3(g) (h). The Jurisdiction shall also be responsible for costs of recounts pursuant to §§ 1-10.5-107, 1-10.5-104, or 1-11-215 C.R.S., except for costs collected from an "interested party" pursuant to § 1-10.5-106 which shall be collected by the entity conducting the recount.
- h. Designate an "election official" who shall act as the primary liaison between the Jurisdiction and the County Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- i. By approval of this Agreement, any municipality thereby resolves to not use the provisions of the Colorado Municipal Election Code, except as otherwise set forth herein or as its use is specifically authorized by the Code.
- j. Mail ballot issue notices pursuant to § 1-7-906(2) for active registered electors who do not reside within the county or counties where the political subdivision is located.
- k. Carry out all action necessary for cancellation of an election including notice pursuant to § 1-5-208, C.R.S., and pay any costs incurred by the County Clerk within 30 days of receipt of an invoice setting forth the costs of the canceled election pursuant to § 1-5-208(5), C.R.S.

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- l. Jurisdiction shall verify as being accurate the list of registered elector's names and addresses previously forwarded to the Jurisdiction by the Weld County Clerk and Recorder's Office. By signing this Agreement, Jurisdiction represents that the list of registered elector's names and addresses has been reviewed by the Jurisdiction and is accurate. The Jurisdiction will promptly notify Adam Gonzales, the Weld County Election Manager (see contact information in 5(g)), of any changes to the information contained in said list.
4. The County Clerk Agrees to perform the following tasks and activities:
- a. Except as otherwise expressly provided for in this Agreement, to act as the Coordinated Election Official for the conduct of the election for the Jurisdiction for all matters in the Code which require action by the Coordinated Election Official.
 - b. Circulate the Taxpayer's Bill of Rights notice pursuant to Colorado Constitution Article X, Section 20.
 - c. Circulate general Ballot Issues notices pursuant to §§ 1-7-905 and 1-7-906(1), C.R.S. and publish and post notice, as directed in § 1-5-205, C.R.S.
 - d. (a) For any election, other than a general election, for which a county clerk and recorder is the designated election official, there must be a minimum number of mail ballot drop-off locations where mail ballots may be deposited equal to at least one drop-off location for each thirty thousand active registered electors in the county; except that, if the district or political subdivision for which the election is being conducted is less populous than the county, the county clerk and recorder shall designate at least one mail ballot drop-off location for each thirty thousand current active registered electors eligible to vote in that election. The drop-off locations shall be arrayed throughout the county in a manner that provides the greatest convenience to electors. (b) The minimum number of drop-off locations described in paragraph (a) of this subsection (4.3) shall accept mail ballots delivered by electors during, at a minimum, the four days prior to and including the day of the election; except that mail ballots are not required to be accepted on Sundays. Mail ballots shall be accepted from electors at drop-off location during, at a minimum, reasonable business hours. §§ 1-7.5-107(4.3)(a)(b), C.R.S
 - e. (4.5)(a)(I) For any primary or November coordinated election, the county clerk and recorder shall designate voter service and polling centers equal to no fewer than the number of county motor vehicle offices in the county; except that each county shall have no fewer than one voter service and polling center, and, for counties with fewer than twenty-five thousand active electors, as that term is described in subparagraph (II) of this paragraph (a), only one voter service and polling center is required. The county clerk and recorder may add additional voter service and polling center locations as necessary. §§ 1-7.5-107(4.5)(a)(I), C.R.S
 - f. (c) The minimum number of voter service and polling centers shall be open during, at a minimum, the eight days prior to and including the day of the

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election; except that voter service and polling centers are not required to be open on Sundays. §§ 1-7.5-107(4.5)(II)(C)(c), C.R.S

- g. After Election Day, bill Jurisdiction for number of registered electors within the Jurisdiction as of Election Day; identify the members of the Board of Canvassers eligible for receiving a fee; and bill the Jurisdiction for the fees.
- h. Designate Adam Gonzales, Weld County Election Manager, to act as a primary liaison or contact between the County Clerk and the Jurisdiction (see contact information in 5(g)).
- i. The County Clerk shall appoint and train election judges and this power shall be delegated by the Jurisdiction to the County Clerk, to the extent required or allowed by law.
- j. Select and appoint a Board of Canvassers to canvass the votes, provided that the Jurisdiction, at its option, may designate one of its members and one eligible elector from the jurisdiction to assist the County Clerk in the survey of the returns for that Jurisdiction. If the Jurisdiction desires to appoint one of its members and an eligible elector to assist, it shall make such appointments, and shall notify the County Clerk in writing of such appointments not later than 15 days prior to the election. The County Clerk shall receive and canvass all votes, and shall certify the results in the time and manner provided and required by the Code. The County Clerk shall perform all recounts required by the Code.

5. Additional Provisions

- a. Time of the Essence.

Time is of the essence in this Agreement. The statutory time frames of the Code shall apply to the completion of the tasks required by this Agreement.

- b. Conflict of Agreement with Law.

This Agreement shall be interpreted to be consistent with the Code, provisions of Titles 31 and 22 applicable to the conduct of elections, and the Colorado Election Rules contained in 8 C.C.R. 1505-1. Should there be an irreconcilable conflict between the statutes, this Agreement and the Colorado Election Rules, the statutes shall first prevail, then this Agreement and lastly the Colorado Election Rules.

- c. Liquidated Damages.

In the event that a Court of competent jurisdiction finds that the election for the Jurisdiction was void or otherwise fatally defective as a result of the sole negligence or failure of the County Clerk to perform in accordance with this Agreement or laws applicable thereto, then the County Clerk shall, as liquidated damage, not as a penalty, refund all payments made, pursuant to Subsection 3(g) of this Agreement and shall, if requested by the Jurisdiction, conduct the next Coordinated Election which may include any election made necessary by a defect in the election conducted pursuant to this Agreement with no fee assessed to the Jurisdiction. This remedy shall be the sole and exclusive remedy for damages available to the Jurisdiction under this Agreement.

Memorandum of Intergovernmental Agreement
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d. No Waiver of Privileges or Immunities.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§ 24-10-101 et seq., as applicable now or hereafter amended, or any other applicable privileges or immunities held by the parties to this Agreement.

e. No Third Party Beneficiary Enforcement.

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

f. Entire Agreement, Modification, Waiver of Breach.

This Agreement contains the entire Agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement and any attached exhibits shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, or subsequent, breach.

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- g. Notice provided for in this Agreement shall be given by the Jurisdiction to Adam Gonzales of the Weld County Clerk and Recorders Office by phone:

Phone: (970) 304-6525, Extension 3178

Additional Contact Information:

Fax: (970) 304-6566

E-mail: agonzales@weldgov.com

Address: PO Box 459, Greeley, CO 80632

Notice provided for in this Agreement shall be given to the Jurisdiction election official referred to in Subsection 3(h) of this Agreement by phone:

Designated Election Official for Jurisdiction: _____

Phone: _____

Additional Contact Information:

Fax: _____

E-mail: _____

Address: _____

DATED this _____ day of _____, 2015.

WELD COUNTY CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF WELD COUNTY

Carly Koppes, Clerk and Recorder

Barbara Kirkmeyer, Chair

APPROVED AS TO FORM:

ATTEST: _____
Clerk to the Board of County Commissioners

County Attorney

Deputy Clerk to the Board

Town of Johnstown

APPROVED AS TO FORM:

ATTEST:

Attorney for Jurisdiction (Signature)

Designated Election Official for Jurisdiction
(Signature)

**LARIMER
COUNTY
INTERGOVERNMENTAL
AGREEMENT
(General Election)**

INTERGOVERNMENTAL AGREEMENT FOR GENERAL ELECTION

This Intergovernmental Agreement ("Agreement") is entered into by and between the Larimer County Clerk and Recorder ("County Clerk") and Town of Johnstown ("Entity"). This Agreement is made effective upon the signature of the Entity and the County Clerk.

Amendments or strikethroughs to this agreement are not allowed without consent of the County Clerk.

Pursuant to C.R.S. §1-7-116(2), an agreement concerning the preparation, conduct and actual cost of a coordinated Election is required. This Agreement shall be signed no later than August 25, 2015.

WITNESSETH

WHEREAS, pursuant to C.R.S. §1-7-116(2), as amended, the County Clerk and the Entity shall enter into an agreement for the administration of their respective duties concerning the conduct of the Coordinated Election to be held on November 3, 2015, ("Election"); and

WHEREAS, the County Clerk and the Entity are authorized to conduct elections as provided by law; and

WHEREAS, the County Clerk will conduct the Election as a "Mail Ballot Election," as such term is defined in the Uniform Election Code of 1992, C.R.S. Title 1, as amended ("Code") and the current Colorado Secretary of State Election Rules, as amended ("Rules"); and

WHEREAS, the Entity has certain ballot race(s), ballot question(s) and/or ballot issue(s) to present to its eligible electors and shall participate in this Election.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the County Clerk and the Entity agree as follows:

ARTICLE I PURPOSE AND GENERAL MATTERS

A. Goal.

The purpose of this Agreement is to set forth the respective tasks in order to conduct the Election and to allocate the cost thereof.

B. Coordinated Election Official.

The County Clerk shall act as the "Coordinated Election Official" ("CEO") in accordance with the Code and Rules and shall conduct the Election for the Entity.

The County Clerk designates Doreen Bellfy, whose telephone number is 970.498.7941, to act as the primary liaison ("Contact Officer") between the County Clerk and the Entity. The Contact Officer shall act under the authority of the County Clerk and shall have primary responsibility for the coordination of the Election with the Entity.

C. Designated Election Official.

The Entity designates _____ as its "Designated Election Official" ("DEO"), whose phone is _____, cell is _____, email is _____ and fax is _____, to act as primary liaison between the Entity and the Contact Officer. The DEO shall have primary responsibility for Election procedures to be handled by the Entity. The DEO shall act as the Designated Election Official in accordance with the Code and Rules. The DEO shall be readily available and accessible during regular business hours, and at other times when notified by the Contact Officer in advance, for the purposes of consultation and decision-making on behalf of the Entity. In addition, the DEO is responsible for receiving and timely responding to inquiries made by its voters or others interested in the Entity's election.

D. Jurisdictional Limitation.

The Entity encompasses territory within Larimer County, Colorado. This Agreement shall be construed to apply only to that area of the Entity situated within Larimer County.

E. Term.

The term of this Agreement shall be through December 31, 2015, and shall apply only to the 2015 Coordinated Election.

**ARTICLE II
DUTIES OF THE COUNTY CLERK**

A. Voter Registration.

Supervise, administer and provide necessary facilities and forms for all regular voter registration sites.

B. Ballot Preparation.

1. Lay out the text of the ballot in a format that complies with Code and Rules. To avoid ballot space issues, the County Clerk requests each ballot question and ballot issue be not more than 250 words.
2. The County Clerk will assign the letter and/or number of the Entity's ballot question(s) or ballot issue(s) which will appear on the ballot, and provide this assignment to the Entity.

Sign on the line provided below to indicate acknowledgement.

Signature



3. Provide ballot printing layouts and text for the Entity's review and signature. If the Entity fails to provide approval by the required deadline, the content is to be considered approved.
4. Certify the ballot content to the printer(s).
5. Contract for ballots.

C. Voter Lists.

Upon request of the Entity, create and certify a list of registered voters containing the names and addresses of each elector registered to vote in the Entity.

D. Property Owners. (Elections conducted under C.R.S. Title 32-Special Districts)

1. Mail affidavits to all property owners within the Entity as stipulated in the "Duties of the Entity", Section G, Page 7.
2. Provide mail ballot packets to all eligible property owners who are registered to vote at the eligible property address or who return completed and signed affidavits and are registered electors of the State of Colorado.

E. Election Judges.

Appoint and compensate a sufficient number of election judges to conduct the Election.

F. Mail Ballot.

1. Provide that mail ballot packets be mailed to every active registered elector and that the Election be conducted in accordance with C.R.S. Title 1, Article 7.5.
2. Establish drop-off locations in accordance with C.R.S. §1-5-102.9(4) for the purposes of allowing electors to drop-off their completed mail ballots.

G. Voter Service and Polling Center (VSPC) sites.

1. Establish VSPCs in accordance with C.R.S. §1-5-102.9, coordinate the location and operation of the VSPC sites and conduct all accessibility site surveys.
2. Obtain and provide all ballots and supplies necessary for mail and accessible voting; including replacement ballots and affidavits and ballots for property owners who are registered voters in another Colorado county.
3. Provide all necessary equipment, forms and supplies to conduct the Election, including electronic voting equipment.
4. Provide all necessary Election personnel to conduct the Election.

H. Voting Jurisdiction.

Provide the Entity a street locator file no later than July 29, 2015, which lists the street addresses located in the Entity within the statewide voter registration system.

I. Election Day Preparation.

1. Provide, no later than twenty days before the Election, notice by publication of a mail ballot election in accordance with C.R.S. §1-7.5-107(2.5). Such notice shall satisfy the publication requirement for all entities participating in the election pursuant to C.R.S. §1-5-205(1.4).
2. Prepare and conduct pre-election logic and accuracy testing in accordance with C.R.S. §1-7-509 and Rules.
3. Provide necessary electronic voting equipment together with personnel and related computer equipment for pre-election logic and accuracy testing and Election Day needs.
4. Prepare and conduct post-election audit of voting equipment and vote-counting equipment in accordance with C.R.S. §1-7-509 and Rules.

J. TABOR Notice.

1. Coordinate the printing and labeling of the TABOR notice and mail it to all registered voters within the Entity not less than thirty days prior to the Election in compliance with Article X Section 20 of the Colorado Constitution and any applicable Code and Rules.
2. The Entity will be responsible for mailing the TABOR notice to each address of one or more active registered electors who do not reside within Larimer County.
3. Charge the Entity for all expenses associated with printing, labeling and mailing (postage) for the TABOR notice. Said expenses shall be prorated among all Entities participating in the TABOR notice. Such proration shall be based, in part, upon the number of addresses where one or more active registered voters of the Entity reside.
4. The County Clerk shall determine the least cost method for mailing the TABOR notice and address the TABOR notice to "All Registered Voters" at each address in Larimer County where one or more active registered voters of the Entity reside.
5. Nothing herein shall preclude the County Clerk from sending the TABOR Notice of the Entity to persons in addition to the electors of the Entity, if such sending arises from the County Clerk's efforts to mail the TABOR Notice at the least cost.

K. Counting Ballots.

1. Conduct and oversee the ballot counting process and report the results by Entity.
2. Establish backup procedures and backup sites for ballot counting should counting equipment and/or building facilities fail. In such event, counting procedures will be moved to a predetermined site.

L. Certifying Results.

1. Appoint, instruct and oversee the Board of Canvassers.
2. Certify the results of the Entity's Election within the time required by law and provide the Entity with a copy of all Election statements and certificates required under Code.
3. If a recount is called for, conduct a recount in accordance with Code.

M. Recordkeeping.

1. Pursuant to C.R.S. §1-7-802, store all Election records as required.
2. Keep an accurate account of all Election costs.

N. No Expansion of Duties.

Nothing contained in this Agreement is intended to expand the duties of the County Clerk beyond those set forth in Code or Rules.

**ARTICLE III
DUTIES OF THE ENTITY**

A. Authority.

Provide the County Clerk with a copy of the ordinance or resolution stating that the Entity will participate in the Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall further authorize the presiding officer of the Entity or other designated person to execute this Agreement.

B. Call and Notice.

1. Publish all notices relative to the Election which Entity is required to provide pursuant to Code, Rules, the Entity's Charter and any other statute, rule or regulation.
2. Entities shall be responsible for mailing the required ballot issue notice to each address of one or more active registered electors who do not reside within Larimer County or counties where the Entity is located in accordance with C.R.S. §1-7-906(2).

C. Voting Jurisdiction.

1. Review the information contained in the street locator file and certify its accuracy, as well as any changes, additions or deletions to the file. In order for the County Clerk to provide correct ballots to the electors, it is critical that the information contained in the Entity's locator file be reviewed and verified for accuracy by the Entity. It is the Entity's responsibility to ensure that the information contained in the street locator file is an accurate representation of the streets contained within the Entity's legal boundaries.
2. The certification of the street locator file shall be made to the County Clerk no later than August 7, 2015, at 5:00 p.m. In the event there are revisions needed, revisions will be made by the County Clerk.

A final certification will be required to the County Clerk no later than August 14, 2015, at 5:00 p.m. If the certification is not provided by the date specified herein, the Entity may not participate in the Election.

3. Any proposed Entity not already identified by a tax authority code in the County Assessor's records, shall provide the County Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed Entity, no later than August 7, 2015, at 5:00 p.m.
4. Once the information has been entered in the statewide voter registration system, the DEO shall review the information contained in the street locator file and shall certify to the County Clerk its accuracy, no later than August 17, 2015.

D. Petitions, Preparation and Verification.

Perform all responsibilities required to certify any candidate or initiative petition to the ballot.

E. Ballot Preparation.

1. Be solely responsible for determining whether a ballot race, ballot question, or ballot issue is properly placed before the voters.

Prepare a list of candidates and the ballot title and text for each ballot question and ballot issue. To avoid space issues on the ballot, the County Clerk requests each ballot question and issue be not more than 250 words.

Each ballot issue or ballot question submitted shall be followed by the words "yes/for" and "no/against".

Sign on the line provided below to indicate acknowledgement.

Signature



2. Pursuant to C.R.S. §1-5-203(3)(a), provide a certified copy of the ballot content (race(s), question(s) and issue(s)) to the County Clerk as an email attachment to elections@co.larimer.co.us or on compact disc (650 MB or higher), at the earliest possible time and in any event no later than sixty days before the election, September 4, 2015, at 5:00 p.m.,

The ballot content must be certified exactly in the order in which it is to be printed on the ballot pages and sample ballots in the following format:

Microsoft Word '97 or a version of Microsoft Word able to be converted to Microsoft Word '97
Font Type: Arial
Font Size: 8 point
Justification: Left
All Margins: 0.5 inches

3. The certified list of ballot race(s), ballot question(s) and/or ballot issue(s) submitted by the Entity shall be final.
4. Proofread and approve the Entity's ballot content for printing within one business day of receipt from the County Clerk. The Entity shall provide an email address and designate a person to be available for proofing and approving ballot content for printing.

Due to time constraints, the Entity must provide contact information for someone who is available from 8:00 a.m. to 10:00 p.m. from September 4, 2015, until September 16, 2015, or until final approval of printing of ballots has been reached. The County Clerk agrees to keep all contact personnel informed of ballot printing status. The Entity has designated _____ whose phone is _____, cell is _____, email is _____ and fax is _____.

5. Once approval has been received, the County Clerk will not make any changes to the ballot content. If the Entity fails to provide approval by the required deadline, the content will be considered approved.
6. It is the responsibility of the Entity to ensure an audio pronunciation is provided for each candidate as it is certified to the County Clerk no later than September 4, 2015. See Exhibit B for details.

Sign on the line provided below to indicate acknowledgement.

Signature



7. The Entity shall defend and resolve at its sole expense all challenges relative to the ballot race(s), ballot question(s) and/or ballot issue(s) as certified to the County Clerk for inclusion in the Election.

F. Election Participation.

If requested by the County Clerk, provide person(s) to participate and assist in the Election process. The person(s) provided by the Entity must be registered to vote in Larimer County.

G. Property Owners. (Elections conducted under C.R.S. Title 32-Special Districts)

1. Notify and provide information and materials to property owners regarding the location(s) which an eligible elector may vote at any VSPC site. C.R.S. §32-1-806, C.R.S. §1-7-104.
2. The Entity shall be responsible for obtaining its property owner list(s) from the County Assessor's office in accordance with C.R.S. §1-5-304. The Entity shall provide an initial list of voters who are registered to vote in Colorado and own property within the Entity to the County Clerk no later than October 2, 2015, and will provide a final list of voters who are registered to vote in Colorado and own property within the district to the County Clerk no later than October 14, 2015. The list shall be in the following format:
 - Excel (.xls/.xlsx) or Text (comma separated .txt) format (Excel is preferred)
 - Each property owner must be listed as a separate entry
 - Separate columns with the following information
 - Owner Name
 - Property Address
 - Mailing Address
 - Mailing City
 - Mailing State
 - Mailing Zip
3. All property owners contained in the list provided by the Entity will be sent an affidavit that complies with C.R.S. §32-1-806(2). Each eligible elector who resides outside the Entity, but is registered to vote in the State of Colorado, must complete, sign and return the affidavit to the County Clerk. Once the County Clerk receives and verifies the eligibility of the elector sending the affidavit, a ballot packet containing the question(s) or issue(s) certified by the Entity will be mailed to the eligible elector.

Those electors that reside on the property will not be required to complete the affidavit.

H. TABOR Notice.

1. For any ballot issue(s) of the Entity that require a TABOR notice, the Entity is responsible for preparing such TABOR notice in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Code and Rules.
2. The Entity shall be solely responsible for timely providing to the County Clerk a complete TABOR notice. The County Clerk shall in no way be responsible for the Entity's compliance with TABOR or the accuracy or sufficiency of any TABOR notice.
3. The process of receiving written comments relating to ballot issue(s) and summarizing such comments, as required by TABOR, is the sole responsibility of the Entity.
4. The Entity shall be solely responsible for the preparation, accuracy, and contents of its TABOR notice(s), if any, and shall submit such notice, including pro and con summaries and fiscal information, to the County Clerk no later than September 22, 2015, at 5:00 p.m., pursuant to C.R.S. §1-7-904. Such notice shall be provided to the County Clerk as an email attachment to elections@co.larimer.co.us or on compact disc (650 MB or higher) in the following format:

Microsoft Word '97 or a version of Microsoft Word able to be converted to Microsoft Word '97
Font Type: Arial
Font Size: 8 point
Justification: Left
All Margins: 0.5 inches

5. The certified TABOR notice, including all text, summary of comments and fiscal information shall be final.
6. Proofread and approve the Entity's TABOR content for printing. The Entity shall provide an email address and designate a person to be available for proofing and approving TABOR content for printing. Due to time constraints, the Entity must provide contact information for someone who is available from 8:00 a.m. to 10:00 p.m. from September 23, 2015, until October 2, 2015, or until the TABOR notice is mailed. The County Clerk agrees to keep all contact personnel informed of TABOR printing status. The Entity has designated _____, whose phone is _____, cell is _____, email is _____ and fax is _____.
7. Once approval has been received, the County Clerk will not make any changes to the TABOR content. If the Entity fails to provide approval by the required deadline, the content will be considered approved.
8. Pursuant to C.R.S. §1-7-906(2), the Entity shall be responsible for mailing the TABOR notice to each address of one or more active registered electors who do not reside within Larimer County.

I. Cancellation of Election by the Entity.

If the Entity resolves not to participate in the Election, the Entity shall immediately deliver to the Contact Officer written notice that it is withdrawing one or more ballot questions or ballot issues; provided, however that the Entity may not cancel after the 25th day prior to the Election, October 9, 2015, pursuant to C.R.S. §1-5-208(2).

The Entity shall reimburse the County Clerk for the actual expenses incurred in preparing for the Election. If cancellation occurs after the certification deadline, full election costs may be incurred. The Entity shall provide notice by publication, as defined in Code, of cancellation of the Election and a copy of such notice shall be posted at each voter service and polling center, in the office of the Entity, in the office of the County Clerk, in the office of the DEO, and, if the Entity is a special district, in the office of the Division of Local Government.

**ARTICLE IV
COSTS**

A. Election Costs.

The minimum fee for election services is \$650.00.

1. The Entity's proportional share of costs shall be based on County expenditures relative to the Election and the number of electors per Entity. Costs include, but are not limited to, supplies, printing, postage, legal notices, temporary labor, rentals, and other expenses attributable to the County Clerk's administration of the Election for the Entity. The Entity shall be charged its prorated share of Election costs for any software programs used to count voted ballots as well as pre-election and post-election maintenance and on-site technical support.
2. The Entity affirms that it has sufficient funds available in its approved budget to pay its prorated Election expenses.

3. If it is determined that counting must be moved to an established backup site, the Entity shall be charged its prorated share.
4. The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the Entities participating in the recount.
5. Upon receipt of the invoice, pay to the County Clerk within thirty days costs in an amount determined in accordance with the formula set forth on Exhibit A. If Exhibit A cannot be completed at the time of the mailing of this Agreement, it will be provided as soon as possible.
6. The Entity shall pay any additional or unique election costs resulting from Entity delays and/or special preparations or cancellations relating to the Entity's participation in the Election.

B. TABOR Costs.

The minimum fee for TABOR services is \$350.00.

The Entity shall pay a prorated amount for the costs to coordinate, label and print the TABOR notice, and for the mailing of the notice. Such proration to be based, in part, on addresses where one or more active registered electors of the Entity reside.

C. Invoice.

The County Clerk shall submit to the Entity an itemized invoice for all costs incurred under this Agreement and the Entity shall remit to the County Clerk the total due upon receipt. Any amount not paid within 30 days after receipt will be subject to an interest charge at the lesser of 1 ½% per month or the highest rate permitted under law.

**ARTICLE V
MISCELLANEOUS**

A. Entire Agreement.

This Agreement and its Exhibits constitute the entire agreement between the parties as to the subject matter hereof and supersede all prior or current agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written.

B. Indemnification.

Each party agrees to be responsible and assume liability for its own wrongful or negligent acts and omissions, and those of its officers, agents and employees to the extent required by law. No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of the notice requirements, immunities, rights, benefits, defenses, limitations, and protections available to Customer under the Colorado Governmental Immunity Act as currently written or hereafter amended.

In the event a court of competent jurisdiction finds the Election for the Entity was void or otherwise fatally defective as a result of the sole breach or failure of the County Clerk to perform in accordance with this Agreement or laws applicable to the Election, the Entity shall be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid by the Entity to the County Clerk. The County Clerk shall in no event be liable for any expenses, damages or losses in excess of the amounts paid under this Agreement. This remedy shall be the sole and exclusive remedy for the breach available to the Entity.

C. Conflict of Agreement with Law, Impairment.

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect.

D. Time of Essence.

Time is of the essence in the performance of this Agreement. The time requirements of Code and Rules shall apply to completion of required tasks.

E. No Third Party Beneficiaries.

Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties, and nothing contained herein shall give or allow any such claim or right of action by any other person or Entity.

F. Governing Law; Jurisdiction & Venue.

This Agreement, the interpretation thereof, and the rights of the parties under it will be governed by, and construed in accordance with, the laws of the State of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under this Agreement. Venue for any and all legal actions arising shall lie in the District Court in and for the County of Larimer, State of Colorado.

G. Headings.

The section headings in this Agreement are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.

H. Severability.

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.

NOVEMBER 3, 2015 COORDINATED ELECTION
 COST PRORATION ESTIMATED COSTS
 EXHIBIT A (WITH STATE ISSUES - **NO COUNTY ISSUES**)

PARTICIPATING ENTITY	ELECTION TABOR	ESTIMATED COSTS OF LABOR				ESTIMATED ELECTION BILLING COSTS				TOTAL ELECTION COST PER PARTICIPANT
		NUMBER OF HOUSEHOLDS VAILED ESTIMATED	COST SUBJECT TO MINIMUM CHARGES \$0	% OF TOTAL HOUSEHOLDS FOR GENERAL COST PRORATION	BALANCE OF COSTS OF HOUSEHOLDS INCLUDING	NUMBER OF REGISTERED ACTIVE VOTERS ESTIMATED	COST SUBJECT TO MINIMUM CHARGE \$50	% OF TOTAL REGISTERED VOTERS FOR GENERAL COST PRORATION	BALANCE OF COSTS OF REGISTERED VOTERS INCLUDING	
State of Colorado (Active voters @ .80 ea)	YES	NA	NA	NA	NA	NA	NA	NA	NA	\$171,789.60
Larimer County	NO	0	\$0.00	0.00000%	\$0.00	0	\$0	0.00000%	\$0.00	\$0.00
City of Loveland	YES	25,323	NA	75.00000%	\$14,597.80	NA	NA	NA	NA	\$40,699.72
City of Fort Collins	YES	0	\$0.00	0.00000%	\$0.00	0	\$0.00	0.00000%	\$0.00	\$61,129.87
Poudre School District R-1	YES	0	\$0.00	0.00000%	\$0.00	0	\$0.00	0.00000%	\$0.00	\$79,939.54
Thompson School District R2-J	YES	0	\$0.00	0.00000%	\$0.00	0	\$0.00	0.00000%	\$0.00	\$47,687.76
Estes Park School District R-3	YES	5,099	NA	13.7151%	\$2,050.57	NA	NA	NA	NA	\$7,137.44
Johnstown-Miliken School District RE-5J	YES	0	\$0.00	0.00000%	\$0.00	0	\$0.00	0.00000%	\$0.00	\$650.00
St Vrain Valley School District RE-1J	YES	0	\$0.00	0.00000%	\$0.00	0	\$0.00	0.00000%	\$0.00	\$650.00
Estes Valley Public Library District	YES	5,099	NA	13.2182%	\$2,057.95	NA	NA	NA	NA	\$7,160.83
Johnstown Fire District	YES	1	\$350.00	0.00000%	\$350.00	1	\$350.00	0.00000%	\$350.00	\$1,000.00
Willows PID No. 45	YES	15	\$350.00	0.00000%	\$5,250.00	15	\$350.00	0.00000%	\$5,250.00	\$1,000.00
Berthoud Estates LID No. 2013-1	YES	202	\$350.00	0.00000%	\$70,700.00	202	\$350.00	0.00000%	\$70,700.00	\$1,000.00
TOTAL		38,696	\$1,050.00	1.00%	\$16,618.20	38,696	\$1,050.00	0.00000%	\$16,618.20	\$419,844.77

PLEASE NOTE: THIS IS AN ESTIMATION
 BASED ON ENTITIES THAT MAY OR MAY
 NOT PARTICIPATE IN THE 2015
 COORDINATED ELECTION.

EXHIBIT B
AUDIO FOR ACCUVOTE TSX UNIT

In accordance with Secretary of State Rule 4.6.2, all candidates shall provide an audio recording of their name to the County Clerk no later than the last day upon which the Entity certifies the ballot content (September 4, 2015), pursuant to C.R.S. §1-5-203(3)(a).

It is the responsibility of the Entity to ensure an audio pronunciation is provided for each candidate as it is certified to the County Clerk. The purpose of the audio recording is to be compliant with disability and accessibility laws providing voting equipment pursuant to C.R.S. §1-5-704.

To be in compliance with the above Code and Rule, the Larimer County Clerk and Recorder's office has provided a voice mailbox at **970.498.7946** that candidates are required to call to provide the correct pronunciation of their name.

Upon calling the voice mailbox, they will receive instructions on recording their information, as well as, options for listening, deleting, re-recording and saving their message. **Please inform candidates within your district of the necessity of recording the correct pronunciation of their name.**

The Larimer County Clerk and Recorder's office will contact the Entity if pronunciation guidelines on any ballot race(s), ballot question(s) and/or ballot issue(s) are needed.

Please contact our office at 970.498.7820 if you have any questions or need additional information.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon the date signed by both parties.

Date: _____

ANGELA MYERS
LARIMER COUNTY, COLORADO
CLERK AND RECORDER

ENTITY:

NAME OF ENTITY:

Date: _____

By: _____

Entity phone number

Title of Authorized Representative
Signing on behalf of Entity

Date: 7-17-15
W. [Signature]
DEPUTY COUNTY ATTORNEY

RESOLUTION

No. 2015-10

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2015-10

**CONCERNING SUPPORT FOR THE CREATION OF A
U.S. HIGHWAY 34 COALITION**

WHEREAS, the Town Council of the Town of Johnstown (the "Town"), pursuant to Colorado Statute and the Town's Home Rule Charter, is vested with authority to administer the affairs of the Town; and

WHEREAS, the Town Council recognizes and values U.S. Highway 34 as a significant transportation corridor in Northern Colorado; and

WHEREAS, the Town Council desires to work with municipalities and other counties to address safety and transportation concerns along U.S. Highway 34; and

WHEREAS, the Town Council desires to send a strong message to our elected officials and state and federal agencies that U.S. Highway 34 is important to the long-term health and economic development of our region; and

WHEREAS, the Town Council anticipates that, to qualify for funding to improve safety, access, economic development opportunities, long range planning and other efforts along the U.S. Highway 34 corridor, a U.S. Highway 34 coalition would advocate for funding and assist local entities to apply for grant aid; and

WHEREAS, it is in the best interests of the citizens of the Town and the region to create a coalition representing the U.S. Highway 34 corridor, to be known as the Highway 34 Coalition, and the Town Council pledges to have two members and staff support available for meetings.

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

1. The Town Council fully supports and encourages the creation of a U.S. Highway 34 Coalition.
2. The Town Council pledges to have two members and staff available for meetings of the U.S. Highway 34 Coalition.

3. The Town Council pledges to consider matching funds for grants as part of the Town's budget process.

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

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

AGENDA ITEM 9A

**JOHNSTOWN
PLAZA
METROPOLITAN DISTRICT
SERVICE PLAN
(Resolution No. 2015-11)
(*Public Hearing)**

***PUBLIC HEARING PROCEDURE- JOHNSTOWN PLAZA METROPOLITAN DISTRICT SERVICE PLAN**

1. Open public hearing.
2. Receive information from staff.
3. Receive information from applicant.
4. Receive information from public.
 - a. Ask to hear from anyone who supports the Use by Special Review.
 - b. Ask to hear from anyone who opposes the Use by Special Review.
5. Receive rebuttal from applicant. [*Discretionary and only if warranted at the time.*]
6. Additional questions from Council, if any. (*Council may ask questions at any time until the hearing is closed.*)
7. Close the public hearing.
8. Discussion and deliberation among Council.
9. Make a decision and/or motion from Council.

SUGGESTED MOTIONS

For Approval:

I move to approve Resolution No. 2015-11, approving the Service Plan for Johnstown Plaza Metropolitan District.

For Denial:

I move to deny approval of Resolution No. 2015-11.

For Continuance: I move to continue the public hearing on the application for approval of the Johnstown Plaza Metropolitan District Service Plan to September 9, 2015.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: August 17, 2015

ITEM NUMBER: 9A

SUBJECT: *Public Hearing – Johnstown Plaza Metropolitan District Service Plan

ACTION PROPOSED: Approve Resolution No. 2015-11

PRESENTED BY: Town Attorney, Avi Rocklin, and Town's legal consultant, MaryAnn McGeady

AGENDA ITEM DESCRIPTION: An application for approval of a Service Plan has been submitted for the Johnstown Plaza Metropolitan District by JP, LLC, a Kansas limited liability company, pursuant to the requirements of the Special District Control Act, Section 32-1-201, *et seq.*, of the Colorado Revised Statutes. The Service Plan is being submitted in connection with a development project known as Johnstown Plaza.

The Service Plan includes (1) a description of the proposed services, (2) a financial plan as to how the services are to be financed, (3) a preliminary engineering or architectural survey showing how the proposed services are to be provided, (4) a map of the proposed District boundaries, (5) a description of the facilities to be constructed and the standards for construction, (6) a general description of the estimated cost of acquiring land, engineering services, legal services, administrative services, initial proposed indebtedness and estimated proposed maximum interest rates and discounts, and other major expenses related to the organization and initial operation of the district, and (7) a proposed intergovernmental agreement between the District and the Town.

Pursuant to state law, the Town Council must approve the Service Plan before the District is entitled to operate. The Service Plan must be approved through a public hearing process. Notice of this hearing has been published in *The Johnstown Breeze*, and notice has been provided to interested persons by the proponents of the District.

LEGAL ADVICE: The Town Attorney and the Town's legal consultant, MaryAnn McGeady, have reviewed the proposed Service Plan.

FINANCIAL ADVICE: The Town's financial advisors, Arne Ray and Ford Frick, have reviewed the revenue projections and anticipated expenditures related to the development project.

RECOMMENDED ACTION: Approve Resolution No. 2015-11.

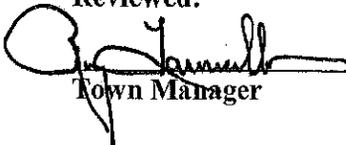
SUGGESTED MOTION:

For Approval: I move to approve Resolution No. 2015-11, approving the Service Plan for Johnstown Plaza Metropolitan District.

For Denial: I move to deny approval of Resolution No. 2015-11.

For Continuance: I move to continue the public hearing on the application for approval of the Johnstown Plaza Metropolitan District Service Plan to September 9, 2015.

Reviewed:


Town Manager

NOTE: The Johnstown Plaza Service Metropolitan District Service Plan and Resolution will be emailed later this week as the attorneys continue to work on finalizing the documents.

AGENDA ITEM 9B

**PROFESSIONAL
SERVICES
AGREEMENT**

**(Design of Central Weld Water District
Emergency Water Connection)**

(MSK Consulting, LLC)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: August 17, 2015

ITEM NUMBER: 9B

SUBJECT: Consider Professional Services Agreement for Design of the Central Weld County Water District (CWCWD) Emergency Connection with MSK Consulting, LLC.

ACTION PROPOSED: Approve Professional Services Agreement

PRESENTED BY: Public Works Director and Town Attorney

AGENDA ITEM DESCRIPTION: The Town of Johnstown solicited proposals from four engineering consultants for professional services to design the emergency connection to the Central Weld County Water District water line at WCR 17 & 42. The design will interface with the CWCWD meter and valve at this location.

Proposals were received from the following engineering companies. Adjusted costs are shown below:

MSK Consulting, LLC	\$12,731
J-U-B Engineering	\$12,800
NOCO Engineering Co.	\$13,921
TTG Engineers	\$21,300

While all of the proposals were acceptable, after a review, it is recommended that the contract be awarded to MSK Consulting, LLC.

According to the agreement the final design and specifications will be completed and ready for bidding by January 15, 2016 for a total cost not to exceed **\$12,731** dollars.

LEGAL ADVICE: The Town Attorney has reviewed the agreement.

FINANCIAL ADVICE: According to the Town Treasurer, sufficient funds are available for the study.

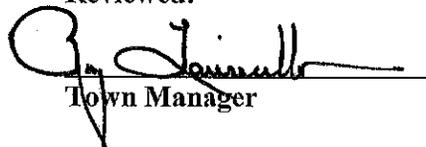
RECOMMENDED ACTION: Approve agreement

SUGGESTED MOTIONS:

For Approval: I move to approve the professional services agreement for Design of the Central Weld County Water District Emergency Connection with MSK Consulting, LLC in a total amount not to exceed **\$12,731**, and authorize the Mayor to sign the agreement.

For Denial: I move to deny approval of the professional services agreement.

Reviewed:


Town Manager

AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this ____ day of ____, 2015, by and between THE TOWN OF JOHNSTOWN, COLORADO, hereinafter referred to as "Town," and MSK CONSULTING, LLC, hereinafter referred to as "Consultant."

WHEREAS, the Town needs engineering services for the Design of an Emergency Water Connection with Central Weld County Water District and;

WHEREAS, Consultant has the background, expertise, and education to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, it is agreed as follows:

Consultant shall provide engineering services, more specifically defined as follows:

1. **Scope of Services**. Consultant shall perform professional services as outlined in the proposal dated July 17, 2015, attached as Exhibit B.
2. **Term of Agreement**.
 - A. Consultant shall proceed with the performance of the services called for in the attached proposal dated July 17, 2015 and attached as Exhibit B, and shall comply with the requirements of Exhibit A, which two exhibits are attached hereto and incorporated herein by reference. Consultant shall direct and endeavor to ensure that its subcontractors comply with this Agreement.
 - B. In providing these services, Consultant shall work directly with the Town Public Works Director and under his direction.
 - C. The Final Design shall be completed and ready for bidding by the Town by no later than January 15, 2016.
3. **Compensation**. The Town agrees to pay Consultant the fee as outlined on the attached Exhibit B, an amount not to exceed \$12,731. Payment for services shall be provided to Consultant within thirty (30) days of Consultant's providing a detailed statement to the Town.
4. **General Terms**.
 - A. Consultant agrees to indemnify and hold harmless the Town and its officers, employees and agents from any and all claims, losses, injuries, damages and lawsuits and expenses, including but not limited to reasonable attorney's fees arising out of or resulting from the negligent acts or omissions of Consultant or its subcontractor in the performance of services as set forth in this Agreement.

- B. **Modifications**. This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in writing by the parties hereto.
- C. **Independent Contractor**. Consultant and its employees and agents shall be considered for all purposes of this Agreement to be independent contractors and not employees or agents of the Town, and therefore, benefits such as medical, workers compensation, etc., shall not be available to Consultant, its employees, agents or subcontractors.
- D. **Non-Appropriation of Funds**. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.
- E. **Neutrality**. Consultant assures that it shall establish safeguards to prohibit its employees, agents, or servants from using this Agreement for any purpose which causes or lends itself to create an appearance of impropriety. Said employees, agents, or servants shall not seek any personal benefits of private gain for themselves, their families, or others.

No member of Town government, whether individual officers or employees, shall be entitled to any personal share, or afforded any pecuniary gain, remuneration, or part of this Agreement or any benefit that may arise therefrom.

- F. **Conflicts of Interest**. During the term of this Agreement, Consultant shall not perform similar services for persons, firms, or entities which have the potential to create a conflict of interest unless this is disclosed to and approved by the Town in writing.
- G. **Governing Law and Venue**. Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown. Venue for any claim, proceeding or action arising out of this agreement shall be in Larimer or Weld County, Colorado.
- H. **Severability**. Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect, unless such determination is so material as to render the main purpose of this Agreement unworkable.
- I. **Transfer and Assignment**. The Consultant shall not assign or transfer its interest in this Agreement without the written consent of the Town. Any unauthorized assignment or transfer shall render this Agreement null, void, and of no effect as to the Town.

- J. **No Presumption.** Each party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. In the event of any dispute, disagreement or controversy arising from this Agreement, the parties shall be considered joint authors and no provision shall be interpreted against any party because of authorship.
- K. **Costs and Attorney Fees.** In the event legal action is required to enforce the provisions of this Agreement, the court shall award to the prevailing party all reasonable costs and expenses, including attorney's fees.
- L. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings.
- M. **Additional Services.** Engineer shall provide additional professional services related to the Assignment on request of Owner for an additional professional fee as the parties may subsequently agree.

5. **Insurance**

- A. Consultant agrees to obtain and maintain, at Consultant's expense, and shall cause each subcontractor of the Consultant to obtain and maintain, unless such coverage is provided by Consultant, such insurance as shall protect the Consultant from claims under the Workmen's Compensation Act, and such comprehensive general liability insurance and automobile liability insurance as shall protect the Consultant from all claims for bodily injury, death, or property damage which may arise from the performance by the Consultant, or by the Consultant's employees, of the Consultant's functions and services required under this Agreement. The amounts of liability insurance shall not be less than \$150,000.00 per person/\$600,000.00 per accident and \$600,000.00 property damage. Consultant shall provide a Certificate of Insurance in accordance with the above requirements upon execution of this contract.
- B. Consultant shall be responsible for all damages, including all normally foreseeable damages, resulting from negligent errors and omissions of the Consultant.
- C. The parties agree that the Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

6. **Termination.** Either party to this Agreement may terminate this Agreement with or without good cause shown by giving the other thirty (30) days notice in writing. Upon delivery of such notice by the Town to the Consultant, and upon expiration of the 30-day period, the Consultant shall discontinue all services in connection with the performance of this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement showing in detail the services performed under this Agreement to the date of termination.

The Town shall then pay Consultant promptly that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed work prepared under this Agreement shall be delivered to the Town when and if this Agreement is terminated.

7. **Addresses of Notices and Communications.** All notices and communications under this Agreement to be mailed or delivered to Consultant shall be to the following address:

MSK Consulting, LLC
Attn: David Takeda, P.E.
16576 E. Hialeah Drive
Centennial, CO 80015

All notices and communications pertaining to this Agreement shall be mailed or delivered to the Town at the following address:

Town of Johnstown
Attn: Town Manager
P.O. Box 609
Johnstown, CO 80534

8. **Successors and Assigns.** The terms and conditions of this Agreement shall be binding upon Consultant, its successors, and assigns.
9. **Assignment and Subcontract.** Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Town and the Consultant.
10. **Compliance with the Law.** Consultant shall comply with all federal, state and local laws in performance of the services under this Agreement.

DONE AND DATED this _____ day of _____, 201_____.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

**CONSULTANT:
MSK Consulting, LLC**

By: David L. Takeda
Owner

STATE OF COLORADO)
)ss

COUNTY OF Adams

SUBSCRIBED AND SWORN to before me this 5th day of Aug, 20 15
by David L. Takeda as the owner of MSK Consulting LLC

WITNESS my hand and official seal.

My commission expires: 1-28-2019

Jessica Dunlop
Notary Public

**JESSACA DUNLOP
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154003940
MY COMMISSION EXPIRES JANUARY 28, 2019**

EXHIBIT A

REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS

Contractor shall not:

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

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

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

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

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

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

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

Exhibit B



July 17, 2015

Mr. Tom Hellen, P.E.
Public Works Director
Town of Johnstown
450 S. Parish Avenue
Johnstown, CO 80534

**RE: Proposal for Professional Engineering Services
CWCWD Connection**

Dear Mr. Hellen:

MSK is excited to submit a proposal for the CWCWD Connection project. Attached are six copies of the proposal which contain MSK's experience and approach to completing this project.

The design team for this project includes CWC Consulting Group for survey and Underground Consulting Solutions for utility locates. MSK will utilize Robert Takeda, P.E. of RMT Technical Solutions for quality assurance reviews for all deliverables.

I believe that MSK is a great fit for this project. I have the enthusiasm, experience, capacity, and desire to do a great job and build a long-term relationship with the Town of Johnstown.

Thank you.

MSK Consulting, LLC

A handwritten signature in black ink, appearing to read 'David L. Takeda', is written over the printed name.

David L. Takeda, P.E.
Owner

Attachment: Proposals



TABLE OF CONTENTS

Section	Title	Page
1	MSK's Team	1
2	Approach	2
3	Experience	5
4	Fee	7



SECTION 1—MSK'S TEAM

1.1 Proposed Team

MSK has teamed with two other firms that will provide the surveying and utility locates services. In addition, Quality Assurance will be provided by an outside consultant.

Survey—CWC Consulting Group

Eric Carson, PLS will be responsible for the survey work including establishing controls, field work, base mapping, research, and easements.

Utility Locates—Underground Consulting Solutions, LLC

Ken Goff will be in charge of locating the buried utilities in the project area.

Quality Assurance:

Quality Assurance is provided by Robert Takeda, P.E. who has over 45 years of experience.



SECTION 2—APPROACH

2.1 Approach

This section describes the MSK's approach to designing the CWCWD connection. Provided below are descriptions of key task items.

Task Series 100—Background Information and Alignment Evaluation

Task 101 Kick-off Meeting: Conduct a kick-off meeting with Town staff to review existing information, obtain background on the project, and develop a project schedule. In addition, specific permitting and easement acquisition information will be obtained.

Task 102 Utility Locates and Survey: Conduct utility locates in the project area, followed by a survey. The survey will include horizontal/vertical control, topography, roadway information, utilities, surface improvements, and other adjacent features. In addition, the survey will research the property information and produce a base map with all identified objects.

Task 103 Alignment Alternatives: Even though it is a short pipeline length, there is the potential for a few alignment alternatives due to surface and buried constraints. MSK will prepare these alternatives and meet with Town staff to review and select.

Task 104 Easement Documents: Prepare legal descriptions and exhibits for a permanent utility easement from one land owner.

Meetings: MSK anticipates the kick-off meeting and one additional meeting.

Deliverables: Base map with location of potential conflicts and legal boundaries, alignment alternatives, and final easement documents.

Items Provided by Town: Relevant documents related to the CWCWD agreement, available budget, existing utility information.



SECTION 2—APPROACH

Task Series 200—Design

Task 201 50% Design: Prepare 50% plan and profile drawings of the pipeline. Also, prepare an initial opinion of probable costs and initial list of technical specifications.

Task 202 50% Design Workshop: Conduct a Workshop with Town staff to review the 50% design. The 50% design will be submitted to the Town prior to the meeting to allow time for review and comment. CWCWD staff can be included in the Workshop.

Task 203 100% Design: Based on the comments, prepare 100% plan and profile drawings of the pipeline and connection vault, a revised opinion of probable costs and technical specifications.

Task 204 100% Design Workshop: Conduct a Workshop with Town and CWCWD staff to review the 100% design. The 100% design will be submitted prior to the meeting to allow time for review and comment.

Task 205 Final Bid Packages: Prepare final bid packages including drawings and specifications.

Meetings: MSK anticipates the two Workshops.

Deliverables: 50% design documents, 100% design documents, and final bid documents in digital format (MSK assumes the bid packages will be distributed electronically).

Provided by Town: Bid documents including the agreement, general conditions, and special conditions.

Assumptions

The following items are not included in the scope:

- ◆ Assumes the connection vault is designed by CWCWD.
- ◆ Assumes all regulatory reviews will be conducted by Town staff and not outside agencies.
- ◆ All permit fees will be paid by the Town.
- ◆ Assumes a permanent easement will be required from one land owner.



SECTION 2—APPROACH

- ◆ Assumes the final bid packages will be distributed in digital format and not printed/bound documents.
- ◆ Presentations to Town Council are not included in the scope.
- ◆ Easement negotiations are not included in the scope.
- ◆ Assumes a water quality compatibility analysis was conducted and is not a part of this scope.
- ◆ Construction services are not included in the scope.
- ◆ Assumes the Town will provide “front-end” documents for the bid package including General Conditions, Special Conditions, Agreement, etc.



SECTION 3—EXPERIENCE

3.1 MSK's Experience

MSK has completed several projects with similar requirements as the Town's project. A description of a few are provided in this section.

Water Interconnects

Stonegate Village Metropolitan District

David designed three water interconnects between the District and the adjacent utility, Parker Water and Sanitation District. The interconnects included bi-directional flow meters, buried pipeline design, bypass piping, and a precast concrete vault.

Services Performed:

- Interconnect siting
- Utility locates and surveying
- Alignment evaluation
- Design and prepare bid packages
- Construction services

Water Interconnect

Town of Superior, CO

David designed a water interconnect between the Town and the City of Broomfield. The interconnect included a pressure reducing valve, bi-directional flow meter, buried pipeline design, bypass piping, and a precast concrete vault.

Services Performed:

- Interconnect siting
- Alignment evaluation
- Utility locates and surveying
- Design and prepare bid packages



SECTION 3—EXPERIENCE

Waterline Projects

Various Clients

David has managed and designed the following waterline projects:

- Bradbury Transmission Main (5,000 lf of 24-inch) – Parker Water and Sanitation District, CO
- Tallman Water Transmission Pipeline (12,500 lf of 24-inch) – Parker Water and Sanitation District, CO
- Zone 1 Transmission Main (5,000 lf of 18-inch) – Roxborough Park Metropolitan District, CO
- North Waterline and Effluent Force Main (8,000 lf of parallel 16-inch) – Parker Water and Sanitation District, CO
- Transmission Pipeline (10,000 lf of 24-inch) – Stonegate Village Metropolitan District, CO
- Raw Waterline (11,000 lf of 12-inch) – Stonegate Village Metropolitan District, CO
- Waterline Replacement (16,000 lf of 8-inch) – Town of Eckley, CO
- Heit Pit Infrastructure (3,000 lf of 36-inch) – City and County of Broomfield, CO

The services provided on these projects include:

- Alignment evaluation
- Utility locates and surveying
- Easement coordination
- Regulatory agency approval
- Design and prepare bid packages
- Construction services



SECTION 4—FEE

4.1 Proposed Fee

Below is the proposed fee for this project based on the Scope of Work listed in Section 2:

Lump Sum Fee: \$12,731.00

The fee includes all time, mileage, and reproduction costs. There is no mark-up applied to subconsultants.

AGENDA ITEM 9C

**WATER/SEWER
SERVICE AGREEMENT
(Wingate Hotel at 2534 West)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: August 17, 2015

ITEM NUMBER: 9C

SUBJECT: Consider Water and Sewer Service Agreement for Wingate Hotel at 2534 West

ACTION PROPOSED: Consider Approval of Water and Sewer Service Agreement for Wingate Hotel at 2534 West

PRESENTED BY: Town Attorney

AGENDA ITEM DESCRIPTION: In compliance with the Town's water rights dedication ordinance the owner, Mr. Hamid Eslan, submitted to the Town a Water and Sewer Demand Analysis on or about May 20, 2015, and it has been accepted by the Town upon a review by the Town's Water Resources Engineer. Based upon the analysis with the proposed construction of a 75-room hotel, average in-building water demand for Wingate Hotel at 2534 West with 2.89± acres is calculated to be 9.41 acre feet per year. Landscaping irrigation demand is 2.05 acre feet per year. Landscape irrigation will be initially supplied from the hotel's water tap, but a raw water irrigation tap has been purchased and irrigation will ultimately be provided by the Thompson Crossing Metropolitan District.

The domestic water requirement for this project is 9.41 acre-feet per year. Water credits will come from Gerrard Family Limited Partnership LLLP and Thompson Ranch Development Company who previously dedicated water rights into a "water bank" under a prior agreement with the Town.

LEGAL ADVICE: The attached Water and Sewer Service Agreement was drafted by the Town's Water Attorney, Peter Ampe.

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve the Water and Sewer Service Agreement as drafted.

SUGGESTED MOTIONS:

For Approval: I move to approve the Water and Sewer Service Agreement for Wingate Hotel at 2534 West and authorize the Mayor to sign it.

For Denial: I move to deny approval of the Water and Sewer Service Agreement for Wingate Hotel at 2534 West.

Reviewed:


Town Manager

AGREEMENT

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this 9th day of September, 2015, by and between **FOUR STRIPE INVESTMENT PARTNERS LLLP**, a Colorado Corporation (“Developer”) and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Developer owns land within the Northeast Quarter of the Northeast Quarter of Section 15, Township 5 North, Range 68 West of the 6th P.M., also described as 5360 Ronald Reagan Boulevard, Town of Johnstown, Larimer County, Colorado (the “Subject Property”); and

WHEREAS, the Subject Property has been annexed to the Town and was the subject of an Annexation Agreement dated December 4, 2006; and

WHEREAS, the Subject Property is being developed as a four story 75 room hotel (the “Project”) the location of which is more particularly described in Exhibit A; and

WHEREAS, on February 2, 2009 the Town Council of the Town of Johnstown approved the Preliminary PUD Plan, Design Guidelines, and Final Plat for 2534 West Filing No. 1; and

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

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

1. **Water and Sewer Demand Studies.** In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, as amended, (“Ordinance”), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis. Said analysis was received by the Town on or about May 20, 2015, is on file with the Town and is hereby accepted by the Town. The analysis provided by Developer, as revised, addresses the projected water and sewer demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
75 Room Hotel (in-house only)	9.41	0.47
Landscape Irrigation (0.82 acres)	2.05	1.74
Total	11.46	2.21

2. Water Rights Dedication.

a. Potable Supply. As a result of prior dedications associated with the 2534 Development, there is currently a surplus dedication credit with the Town of approximately 82.58 acre-feet per year of potable water. The Parties and the Thompson Ranch Development Company have agreed that this credit shall be applied to meet the potable water demands of the Project.

b. Non-Potable Supply. The non-potable water demand will be supplied under Share No. 79 of the Reorganized Farmers' Ditch Company. Said share is decreed for domestic, agricultural or manufacturing purposes and its historical place of use included the Subject Property. Therefore, said share may be used to supply the non-potable irrigation needs of the Project without additional Court action. Share No. 79 will be transferred to the Town of Johnstown, see paragraph 17, below. Beginning with the 2016 water year, any assessments due under Share No. 79 will be paid by the Town.

3. Surplus dedication credit. The use of the prior surplus dedication credit of approximately 82.58 acre-feet per year of potable water will leave additional credit in the 2534 Water Bank. The Water Bank will have a surplus dedication credit with the Town of approximately 73.17 acre-feet per year of potable water. The credit is calculated as follows:

Prior Surplus Dedication Credit (Potable):	82.58 acre-feet
LESS Estimated demand:	9.41 acre-feet
Net current surplus credit:	73.17 acre-feet

Upon notice and written approval of the Town, said credit may be utilized to offset increased demands, if any, which are not currently projected, or for future development filings, subject to approval by the Town in subsequent agreement(s) in accordance with the requirements of the applicable Town's Ordinance

4. Commitment to serve. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Subject Property up to 9.41 acre-feet per year of potable water supply together with the corresponding sewer service and up to 2.05 acre-feet per year non-potable water supply for landscape irrigation.

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

6. **Payment of Water Court Transfer fees.** The Water Court transfer fee for the potable water supply was previously paid to the Town as part of the 2534 Water Bank. However, in accordance with the Ordinance, additional fees may be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the parties in accordance with the Town's Ordinance. No Water Court transfer fee is necessary for the non-potable supply due to the transfer of Share No. 79.

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

TO DEVELOPER:

Mr. Hamid Eslan
Four Stripe Development LLLC
1701 Stove Prairie Circle
Loveland, CO 80538

TO THE TOWN:

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

WITH A COPY TO
THE TOWN ATTORNEYS:

Avi Rocklin, Esq.
Johnstown Town Attorney
19 Old Town Square, Suite 238
Fort Collins, CO 80524

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

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

8. **Default.** In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days, the non-defaulting Party shall be entitled to such remedies as are provided by law, including the Town's ordinances.

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

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

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

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

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

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

15. Choice of laws. This agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado.

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

17. Condition Precedent. Ownership of Share No. 79 of the Reorganized Farmers' Ditch Company must be transferred to the Town of Johnstown prior to October 9, 2015. Notwithstanding paragraph 8, above, if such transfer does not occur by this date, this Agreement will be void and no further action by the Town of Johnstown will be necessary.

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

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

Signatures follow on separate pages

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Mark Romanowski, Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

Avi Rocklin
Johnstown Town Attorney

RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate raw water credit from the Gerrard Family Limited Partnership, LLLP and Thompson Ranch Development Company raw water credit account held by the Town of Johnstown, known as the "2534 Water Bank," to provide water service to the development known as *Wingate Hotel*, and any successor occupant of the premises at the same location, pursuant to the Water and Sewer Service Agreement between *Four Stripe Investment Partners LLLP* and the Town of Johnstown dated _____, 2015. The amount of such allocated raw water credit is calculated to be 9.41 acre-feet per year for In-Building Use and 2.05 acre-feet per year for Irrigation Use, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement.

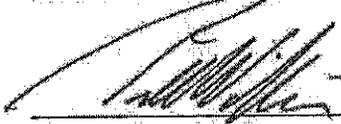
GERRARD FAMILY LIMITED PARTNERSHIP, LLLP



Nathan Gerrard, Partner
Gerrard Family Limited Partnership, LLLP

Dated: 7/29/15

THOMPSON RANCH DEVELOPMENT COMPANY



Todd Williams, Vice President
Thompson Ranch Development Company

Dated: 7/29/15

AGENDA ITEM 9D

**AWARD
OF
CONTRACT
(Weld County 48 Paving Project)
(Apex Pavement Solutions)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: August 17, 2015

ITEM NUMBER: 9D

SUBJECT: Consider Award of Contract for WCR 48 Paving Project - Apex Pavement Solutions

ACTION PROPOSED: Award Contract to Apex Pavement Solutions

PRESENTED BY: Public Works Director, Town Manager and Town Attorney

AGENDA ITEM DESCRIPTION: The project consists of a 1-1/2" asphalt overlay of WCR 48 along the Gateway Subdivision to repair the pavement that has required annual patching. The project extends from the Town limits at the west end of Gateway Subdivision to the CDOT owned ROW just east of Gateway Drive. The existing asphalt will be milled at each end of the project and the side streets into Gateway Subdivision to provide a smooth transition.

The project was advertised on July 16, 2015 and bids were opened on August 6, 2015.

The following three firms submitted bids for the project:

	Base Bid	Alt #1	Alt #2	Total Bid
1) Apex Pavement Solutions	\$48,614.00	\$10,915.00	\$2,702.50	\$62,231.50
2) Martin Marietta	\$61,347.50	\$15,635.00	\$9,360.00	\$86,342.50
3) Don Kehn Construction	\$70,690.00	\$15,340.00	\$2,600.00	\$88,630.00

Alternative #1 added a Geotextile Fabric between the existing and new asphalt. This addition to the project helps reduce the reflective cracking from the existing pavement passing through to the asphalt overlay.

Alternative #2 is restriping the road.

Based upon a review of the bids by the Town's Public Works Director, it is recommended the bid for the WCR 48 Paving Project be awarded to Apex Pavement Solutions for the Base bid, Alternative #1 and Alternative #2 in an amount not to exceed **\$62,231.50**.

LEGAL ADVICE: The Town Attorney has reviewed the contract and bid documents.

FINANCIAL ADVICE: According to the Town Treasurer \$80,000 is budgeted for this project.

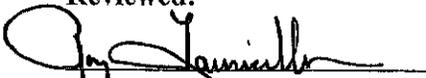
RECOMMENDED ACTION: Award contract to Apex Pavement Solutions

SUGGESTED MOTIONS:

For Approval: I move to award the contract for the WCR 48 Paving Project to Apex Pavement Solutions in a total amount not to exceed **\$62,231.50** and also, authorize the Town Manager to approve change orders in an amount not to exceed **ten (10%)** of the contract amount, and authorize the Mayor to sign the agreement.

For Denial: I move to deny awarding the contract for the WCR 48 Paving Project to Apex Pavement Solutions.

Reviewed:


Town Manager

CONTRACT

1.5.8 AGREEMENT

THIS AGREEMENT, made this 17th day of August, 2015, by and between the Town of Johnstown, hereinafter called "TOWN", and Apex Pavement Solutions doing business as Apex Pavement Solutions hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR shall commence and complete the construction of WCR 48 ASPHALT OVERLAY PROJECT.
2. The CONTRACTOR shall furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR shall commence and complete the work required by the Contract Documents in accordance with the date stated in the Special Conditions, which dates may be subsequently modified by the Notice to Proceed or otherwise extended by the Contract Documents.
4. The CONTRACTOR agrees to perform all the work described in the Contract Documents and comply with the terms therein for the sum of Sixty two thousand, two hundred thirty-one and 50/100 Dollars (\$62,231.50) for the WCR 48 ASPHALT OVERLAY PROJECT.
5. The term "Contract Documents" means and includes the following, all of which are material terms and incorporated as if fully set forth herein:
 - (A) Invitation for Bids
 - (B) Information for Bidders
 - (C) Non-Collusion Statement
 - (D) Bid Proposal
 - (E) Bid Schedule
 - (F) Bid Bond
 - (G) Notice of Award
 - (H) Acceptance of Notice
 - (I) Agreement
 - (J) Payment Bond
 - (K) Performance Bond
 - (L) Certificates of Insurance
 - (M) Notice to Proceed
 - (N) Special Conditions
 - (O) General Conditions
 - (P) Town of Johnstown Street Standard Specifications
 - (Q) Drawings Dated _____
 - (R) Change Order
 - (S) Addendum
No. 1, dated July 28, 2015
 - (T) Notice of Contractor's Settlement
 - (U) Final Receipt and Guarantee

- (V) Notice Regarding Illegal Aliens
- (W) Other

6. The TOWN shall pay the CONTRACTOR in the manner and at such time as set forth in the Contract Documents.
7. Pursuant to § 24-91-103.6, C.R.S., as may be amended from time to time, the TOWN has appropriated the money necessary to fund this project. No change order or other form of directive shall be issued by the TOWN requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract amount, unless the CONTRACTOR is given written assurance by the TOWN that lawful appropriations have been made by the TOWN to cover the cost of the additional work or unless such work is covered under the remedy-granting provisions of this Agreement.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
10. Colorado Labor Clause: Contractor agrees, pursuant to Title 8, Article 17, C.R.S., that Contractor shall employ Colorado labor (as defined below in this paragraph) to perform the Work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed under this Agreement. "Colorado labor" as used in this Agreement means any person who is a resident of the state of Colorado, at the time of employment, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification.

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

THE TOWN OF JOHNSTOWN

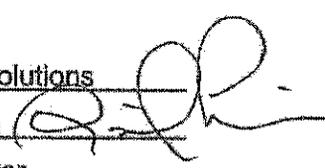
BY _____

NAME Mark Romanowski

TITLE Mayor

CONTRACTOR

BY Apex Pavement Solutions

NAME Quinten Larkin 

TITLE Senior Estimator

ADDRESS _____

607 10th Street

Golden, CO. 80401

(SEAL)

ATTEST:

NAME _____
TITLE _____

APPROVED AS TO FORM:

Johnstown Town Attorney

