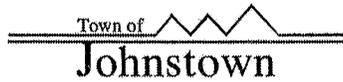


TOWN COUNCIL

MEETING

PACKET

February 17, 2016



Town Council

Agenda

Wednesday, February 17, 2016
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 –February 1, 2016
 - B) Payment of Bills
 - C) January Financial Statements
 - 7) **STAFF REPORTS**
 - 8) **OLD BUSINESS**
 - 9) **NEW BUSINESS**
 - A) ***Public Hearing –(First Reading)** Ordinance No. 2016-140, An Ordinance Providing for the Imposition of a Lodging Tax on the Compensation Paid for Lodging Accommodations in the Town of Johnstown and Establishing a System to Assure Proper Administration of the Tax
 - B) Consider Professional Services Agreement with TTG Engineers-Denver for Civil Engineering Design and Construction Drawings Preparation for North Second Street Improvement Project
 - C) Consider 2016 Three Mile Plan
 - D) Consider Professional Services Agreement with PB&A, Inc., for YMCA Feasibility Study
 - 10) **COUNCIL REPORTS AND COMMENTS**
 - 11) **MAYOR'S COMMENTS**
 - 12) **ADJOURN**
-



NOTICE OF ACCOMMODATION

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

AGENDA ITEMS 6A-C

CONSENT

AGENDA

- **Council Minutes – February 1, 2016**
 - **Payment of Bills**
 - **January Financial Statements**
-

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 17, 2016

ITEM NUMBER: 6A-C

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-February 1, 2016
- B) Payment of Bills
- C) January Financial Statements

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

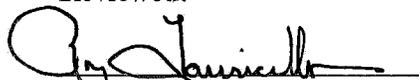
RECOMMENDED ACTION: Approve Consent Agenda

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, February 1, 2016 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 James, Lebsack, Mellon, Mitchell, Molinar Jr. and Young

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

Agenda Approval

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

Consent Agenda

Councilmember James made a motion seconded by Councilmember Molinar Jr. to approve the Consent Agenda with the following item included:

- December January 20, 2016- Town Council Meeting Minutes

Motion carried with a unanimous vote.

New Business

A. Water and Sewer Service Agreement – Clearview PUD, Filing No. 5 – Councilmember Lebsack made a motion seconded by Councilmember James to move this item for discussion to 9.B. since the applicant requested the Water and Sewer Agreement be approved contingent upon the approval of Clearview PUD, Filing No. 5 Final Site Development Plan. Motion carried with a unanimous vote.

Public Hearing – Clearview PUD, Multi-Family Final Site Development Plan, Filing No. 5 – The applicant Clearview Holdings, LLC % Journey Homes, LLC, has submitted a request for approval of a final site development plan for approximately 11.25 acres. The zoning for the property is Planned Unit Development (PUD). The applicant plans to construct a 56-unit multi-family residential development in Clearview PUD, consisting of 8 buildings – 4 buildings with 6 dwelling units each and 4 buildings with 8 units each on approximately 4.25 acres. A children's play area, landscaping and parking are also included.

Mayor Romanowski opened the Public Hearing at 7:11 p.m. The public hearing was closed at 9:09 p.m. after council heard from the applicant and received numerous concerns from the neighborhood residents.

Councilmember Mellon made a motion seconded by Councilmember James to continue the Public Hearing to Monday April 4, 2016 at 7:00 p.m. Motion carried with a unanimous vote.

B. Water and Sewer Service Agreement – Clearview PUD, Filing No. 5 – Councilmember Mellon made a motion seconded by Councilmember Lebsack to continue this item for consideration to Monday, April 4, 2016. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 9:27 p.m.

Mayor

Town Clerk/Treasurer

**PAYMENT
OF
BILLS**

BILLS SUBMITTED FOR PAYMENT - FEBRUARY 2016			
A & E TIRE		\$	810.16
A B & C ENTERPRISES		\$	92.61
ACE HARDWARE		\$	300.00 (EST)
ACLARA TECHNOLOGIES		\$	4,865.00
ALL COPY PRODUCTS		\$	804.99
ANCHOR AUTO GLASS & TINT LLC		\$	510.27
BIG THOMPSON DITCH AND MANUFACTURING CO		\$	8,656.35
BRANDON COPELAND		\$	817.50
BUCKLEY PIPELINE		\$	1,580.00
CASELLE		\$	686.00
CDR PROPANE		\$	1,832.07
CENTURY LINK		\$	328.52
CINTAS		\$	369.47
COLORADO ANALYTICAL		\$	60.00
COLORADO INSPECTION CONNECTION		\$	8,600.00
CONSOLIDATED HILLSBOROUGH DITCH CO		\$	2,200.00
CONSOLIDATED HOME SUPPLY DITCH & RESERVOIR CO		\$	67,729.50
COPELAND, BRANDON		\$	272.50
COREN PRINTING		\$	380.00
CUMMINS ROCKY MOUNTAIN LLC		\$	4,072.07
DPC INDUSTRIES		\$	14,496.00
DXP		\$	122.53
ENVIROTECH		\$	10,603.32
FERGUSON ENTERPRISES		\$	560.79
FIRST CLASS SECURITY SYSTEMS		\$	78.90
FIRST NATIONAL BANK OF OMAHA		\$	1,033.60
FRONTIER FERTILIZER		\$	416.50
FT. COLLINS, CITY OF		\$	720.00
GCR TIRES & SERVICE		\$	451.12
G&K SERVICES		\$	258.14
GRAINGER		\$	397.54
GREYSTONE TECHNOLOGY GROUP		\$	1,075.00
H & R REPAIR		\$	104.91
HACH		\$	614.68
HASCO TAG COMPANY		\$	139.59
HAYS MARKET		\$	290.04
HILL & ROBBINS		\$	391.00
J & S CONTRACTOR SUPPLY		\$	800.54
JONES PLUMBING		\$	1,740.00
JTOWN GRAPHIX		\$	159.00
JOHNSTOWN BREEZE		\$	250.00 (EST)
KENYON P. JORDAN		\$	200.00
KINSCO		\$	4.95
MICHAEL LAZAR		\$	1,068.75
LOWE'S		\$	56.70
LOVELAND READY MIX		\$	190.00
M & J ELECTRIC		\$	499.00
MARES AUTO		\$	60.00
MARIPOSA		\$	85.00
MSK CONSULTING, LLC		\$	1,840.00
NAPA AUTO PARTS		\$	376.03
NEWCO INC.		\$	196.90
NORTH FRONT RANGE MPO		\$	6,739.00
NORTH FRONT RANGE WATER QUALITY PLANNING		\$	2,229.00
O.J. WATSON COMPANY INC.		\$	278.69
PERRY'S VACUUM CENTER		\$	19.99
PITNEY BOWES		\$	453.00
POUDRE VALLEY REA		\$	10,317.88
PRINT SOURCE		\$	1,304.38

PROFORCE LAW ENFORCEMENT		\$	858.50
QUILL		\$	139.90
REX OIL		\$	4,624.88
RISE BROADBAND		\$	99.95
ROCKLIN, AVI S. (LAW OFFICE)		\$	3,599.50
STATE OF COLORADO DRIVER SERVICES/TRAFFIC RECORDS		\$	105.00
SUPPLYWORKS		\$	761.64
TDS		\$	375.10
UNITED POWER		\$	2,727.65
UTILITY NOTIFICATION CENTER OF COLORADO		\$	215.93
VERIZON WIRELESS		\$	1,479.57
WAGNER EQUIPMENT		\$	3,219.83
WASTE MANAGEMENT		\$	41,227.70
WINDSTREAM		\$	1,775.22
WINTERS, HELLERICH & HUGHES		\$	2,940.00
XCEL ENERGY		\$	48,871.64
YOST CLEANING		\$	1,972.00
	TOTAL	\$	280,583.49

JANUARY
FINANCIAL
STATEMENTS

EXECUTIVE SUMMARY January 2016

12.00%

	Actual	Budget	Variance	%
GENERAL				
<u>Revenues</u>	394,763.00	7,417,300.00	7,022,537.00	5%
<u>Expenditures</u>				
Legislative	2,149.00	34,600.00	32,451.00	6%
Judicial	69.00	41,500.00	41,431.00	0%
Elections	-	22,500.00	22,500.00	0%
Administration	16,821.00	380,300.00	363,479.00	4%
Planning & Zoning	11,492.00	174,900.00	163,408.00	7%
Police	115,048.00	1,938,200.00	1,823,152.00	6%
Protective Inspections	2,677.00	183,700.00	181,023.00	1%
Streets	31,001.00	1,280,700.00	1,249,699.00	2%
Cemetery	209.00	38,100.00	37,891.00	1%
Animal Control	5,591.00	92,000.00	86,409.00	6%
Senior Coordinator	4,223.00	68,000.00	63,777.00	6%
Parks	209.00	62,200.00	61,991.00	0%
Community	1,721.00	379,900.00	378,179.00	0%
Transfers	32,642.00	1,963,900.00	1,931,258.00	2%
<u>Total Expenditures</u>	223,852.00	6,660,500.00	6,436,648.00	3%
 Excess Revenues over Expenditures	 170,911.00			

EXECUTIVE SUMMARY JANUARY 2016

12%

	Actual	Budget	Variance	%
WATER				
<u>Revenues</u>	192,127.00	2,237,200.00	2,045,073.00	9%
<u>Expenditures</u>				
Administration	7,641.00	225,400.00	217,759.00	3%
Operations	25,145.00	1,517,800.00	1,492,655.00	2%
Transfer	-	90,000.00	90,000.00	0%
	32,786.00	1,833,200.00	1,800,414.00	2%
Excess Revenues over Expenditures	159,341.00			

EXECUTIVE SUMMARY JANUARY 2016

12.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WASTEWATER				
<u>Revenues</u>	77,047.00	1,655,000.00	1,577,953.00	5%
<u>Expenditures</u>				
Administration	11,015.00	270,100.00	259,085.00	4%
Operation	32,260.00	1,193,000.00	1,160,740.00	3%
	43,275.00	1,463,100.00	1,419,825.00	3%
Excess Revenues over Expenditures	33,772.00			

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	3.35	3.35	3,367,000.00	3,366,996.65	.0
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	10,256.06	10,256.06	200,000.00	189,743.94	5.1
01-01-4030-00 FRANCHISE TAXES	30,275.48	30,275.48	350,000.00	319,724.52	8.7
01-01-4040-00 PENALTIES & INTEREST	17.51	17.51	4,000.00	3,982.49	.4
01-01-4070-00 SALES TAX	188,188.43	188,188.43	1,950,000.00	1,761,811.57	9.7
01-01-4075-00 LODGING TAX	.00	.00	17,000.00	17,000.00	.0
01-01-4080-00 SEVERANCE TAX	.00	.00	60,000.00	60,000.00	.0
TOTAL TAXES	228,740.83	228,740.83	5,948,000.00	5,719,259.17	3.9
<u>LICENSES & PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	.00	.00	700.00	700.00	.0
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	8,566.00	8,566.00	11,000.00	2,434.00	77.9
01-02-4130-00 BUILDING PERMITS	76,953.77	76,953.77	280,000.00	203,046.23	27.5
01-02-4140-00 DOG LICENSE & PERMITS OTHE	.00	.00	2,300.00	2,300.00	.0
01-02-4150-00 FINGERPRINTING	20.00	20.00	200.00	180.00	10.0
TOTAL LICENSES & PERMITS	85,539.77	85,539.77	294,200.00	208,660.23	29.1
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	1,434.77	1,434.77	14,000.00	12,565.23	10.3
01-03-4220-00 HIGHWAY USERS TAX	31,422.68	31,422.68	340,000.00	308,577.32	9.2
01-03-4230-00 ADD. VEH. REG. FEE	662.00	662.00	42,000.00	41,338.00	1.6
01-03-4240-00 COUNTY ROAD & BRIDGE	9,579.95	9,579.95	70,000.00	60,420.05	13.7
TOTAL INTERGOVERNMENTAL	43,099.40	43,099.40	466,000.00	422,900.60	9.3
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOTS AND CARE	3,183.00	3,183.00	22,000.00	18,817.00	14.5
01-04-4320-00 TRASH CHARGES	41,875.50	41,875.50	460,000.00	418,124.50	9.1
01-04-4330-00 OTHER SERVICES	117.00	117.00	1,500.00	1,383.00	7.8
01-04-4340-00 FISHING PERMITS	.00	.00	600.00	600.00	.0
TOTAL CHARGES FOR SERVICES	45,175.50	45,175.50	484,100.00	438,924.50	9.3
<u>FINES</u>					
01-05-4410-00 MUNICIPAL COURT FINES & FE	12,465.36	12,465.36	75,000.00	62,534.64	16.6
01-05-4420-00 SURCHARGE	1,886.50	1,886.50	7,500.00	5,613.50	25.2
TOTAL FINES	14,351.86	14,351.86	82,500.00	68,148.14	17.4

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-06-4510-00 COMM. CENTER RENTAL FEES	2,732.00	2,732.00	10,000.00	7,268.00	27.3
01-06-4530-00 REFUND OF EXPENDITURES	1,425.00	1,425.00	5,000.00	3,575.00	28.5
01-06-4570-00 SCHOOL DISTRICT	.00	.00	27,500.00	27,500.00	.0
TOTAL MISCELLANEOUS	4,157.00	4,157.00	42,500.00	38,343.00	9.8
<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00 EARNINGS ON INVESTMENTS	3,387.47	3,387.47	50,000.00	46,612.53	6.8
TOTAL EARNINGS ON INVESTMENTS	3,387.47	3,387.47	50,000.00	46,612.53	6.8
<u>SOURCE 08</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	(29,689.00)	(29,689.00)	5,000.00	34,689.00	(593.8)
TOTAL SOURCE 08	(29,689.00)	(29,689.00)	50,000.00	79,689.00	(59.4)
TOTAL FUND REVENUE	394,762.83	394,762.83	7,417,300.00	7,022,537.17	5.3

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00 BOARD MEMBERS COMPENSATION	1,900.00	1,900.00	22,800.00	20,900.00	8.3
01-10-5050-00 PAYROLL TAXES	145.38	145.38	1,800.00	1,654.62	8.1
01-10-5070-00 WORKMEN'S COMPENSATION	104.50	104.50	1,100.00	995.50	9.5
01-10-6522-00 INSURANCE	.00	.00	900.00	900.00	.0
01-10-6544-03 EQUIPMENT/SOFTWARE - IPADS	.00	.00	3,000.00	3,000.00	.0
01-10-8016-00 PROFESSIONAL SERVICES	.00	.00	5,000.00	5,000.00	.0
TOTAL LEGISLATIVE	2,149.88	2,149.88	34,600.00	32,450.12	6.2
<u>JUDICIAL</u>					
01-15-5011-00 SAL-JUDGE	.00	.00	12,500.00	12,500.00	.0
01-15-5012-00 SAL-PROS. ATT.	.00	.00	28,000.00	28,000.00	.0
01-15-6505-00 OFFICE EXPENSES	69.00	69.00	900.00	831.00	7.7
01-15-8016-00 PROFESSIONAL SERVICES	.00	.00	100.00	100.00	.0
TOTAL JUDICIAL	69.00	69.00	41,500.00	41,431.00	.2
<u>ELECTIONS</u>					
01-20-6413-00 PUBLISHING	.00	.00	700.00	700.00	.0
01-20-6526-00 SUPPLIES	.00	.00	15,000.00	15,000.00	.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	22,500.00	22,500.00	.0

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	5,519.42	5,519.42	74,000.00	68,480.58	7.5
01-25-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
01-25-5011-00 PART TIME OFFICE	250.21	250.21	7,200.00	6,949.79	3.5
01-25-5012-00 HOURLY COMMUNICATIONS STAFF	1,056.44	1,056.44	16,000.00	14,943.56	6.6
01-25-5015-00 CLEANING SALARIES	216.67	216.67	3,500.00	3,283.33	6.2
01-25-5025-00 MANAGER	3,918.17	3,918.17	52,300.00	48,381.83	7.5
01-25-5050-00 PAYROLL TAXES	809.36	809.36	11,500.00	10,690.64	7.0
01-25-5060-00 RETIREMENT FUND	551.70	551.70	9,600.00	9,048.30	5.8
01-25-5065-00 HEALTH INSURANCE	1,588.54	1,588.54	26,000.00	24,411.46	6.1
01-25-5070-00 WORKMAN'S COMPENSATION	104.50	104.50	800.00	695.50	13.1
01-25-8010-00 UTILITIES	.00	.00	6,000.00	6,000.00	.0
01-25-6505-00 OFFICE EXPENSE	124.31	124.31	7,000.00	6,875.69	1.8
01-25-6506-00 UTILITY BILL MAILING	330.62	330.62	7,100.00	6,769.38	4.7
01-25-6510-00 TELEPHONE	.00	.00	2,200.00	2,200.00	.0
01-25-6511-00 TRAINING	.00	.00	1,100.00	1,100.00	.0
01-25-6513-00 PUBLISHING	.00	.00	6,500.00	6,500.00	.0
01-25-6515-00 DUES AND SUBSCRIPTIONS	2,148.00	2,148.00	2,900.00	752.00	74.1
01-25-6518-00 CLEANING SUPPLIES	.00	.00	1,600.00	1,600.00	.0
01-25-6520-00 MILEAGE & EXPENSES	.00	.00	2,500.00	2,500.00	.0
01-25-6522-00 INSURANCE & BONDS	.00	.00	15,000.00	15,000.00	.0
01-25-6544-05 SOFTWARE	.00	.00	2,500.00	2,500.00	.0
01-25-6544-07 MISC. OFFICE EQPT.	.00	.00	1,100.00	1,100.00	.0
01-25-7020-00 MAINTENANCE & REPAIRS	.00	.00	3,800.00	3,800.00	.0
01-25-8010-00 AUDIT	.00	.00	9,200.00	9,200.00	.0
01-25-8012-00 COMPUTER PROFESSIONAL SERV	202.55	202.55	10,000.00	9,797.45	2.0
01-25-8014-00 LEGAL	.00	.00	37,500.00	37,500.00	.0
01-25-8015-00 TAPING MEETINGS	.00	.00	7,000.00	7,000.00	.0
01-25-8016-00 SALARY STUDY FEES	.00	.00	800.00	800.00	.0
01-25-8017-00 PROFESSIONAL SERVICES	.00	.00	2,000.00	2,000.00	.0
01-25-8019-00 TREASURER'S FEES	.21	.21	52,000.00	51,999.79	.0
01-25-9028-00 COMMUNICATIONS	.00	.00	1,000.00	1,000.00	.0
 TOTAL ADMINISTRATION	 16,820.70	 16,820.70	 380,300.00	 363,479.30	 4.4

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & ZONING</u>					
01-30-5010-00 SALARIES	8,524.08	8,524.08	112,900.00	104,375.92	7.6
01-30-5050-00 PAYROLL TAXES	641.94	641.94	8,700.00	8,058.06	7.4
01-30-5060-00 RETIREMENT FUND	787.24	787.24	10,500.00	9,712.76	7.5
01-30-5065-00 HEALTH INSURANCE	1,304.28	1,304.28	16,800.00	15,495.72	7.8
01-30-5070-00 WORKMENS COMPENSATION	104.50	104.50	1,600.00	1,495.50	6.5
01-30-6010-00 UTILITIES	.00	.00	3,400.00	3,400.00	.0
01-30-6505-00 OFFICE SUPPLIES	.00	.00	2,500.00	2,500.00	.0
01-30-6510-00 TELEPHONE	.00	.00	1,400.00	1,400.00	.0
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	.00	.00	800.00	800.00	.0
01-30-6520-00 MILEAGE & EXPENSES	.00	.00	100.00	100.00	.0
01-30-6522-00 INSURANCE AND BONDS	.00	.00	2,400.00	2,400.00	.0
01-30-6544-04 MACHINERY AND EQPT.	.00	.00	500.00	500.00	.0
01-30-8012-00 COMPUTER PROFESSIONAL SERVICES	107.50	107.50	2,000.00	1,892.50	5.4
01-30-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-30-8016-00 PROFESSIONAL SERVICES	22.08	22.08	5,000.00	4,977.92	.4
01-30-8017-00 NORTH FRONT RANGE MPO	.00	.00	5,100.00	5,100.00	.0
TOTAL PLANNING & ZONING	11,491.62	11,491.62	174,900.00	163,408.38	6.6

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	76,788.82	76,788.82	1,075,500.00	998,711.18	7.1
01-35-5010-03 OVERTIME PAY	163.21	163.21	15,000.00	14,836.79	1.1
01-35-5013-00 CLERICAL SALARIES	3,214.87	3,214.87	35,100.00	31,885.13	9.2
01-35-5015-00 PART-TIME SALARIES	556.33	556.33	35,200.00	34,643.67	1.6
01-35-5050-00 PAYROLL TAXES	6,016.48	6,016.48	89,000.00	82,983.52	6.8
01-35-5060-00 RETIREMENT	4,496.96	4,496.96	65,000.00	60,503.04	6.9
01-35-5065-00 HEALTH INSURANCE	20,101.96	20,101.96	311,000.00	290,898.04	6.5
01-35-5070-00 WORKMEN'S COMPENSATION	5,015.88	5,015.88	51,000.00	45,984.12	9.8
01-35-6010-00 UTILITIES	.00	.00	16,400.00	16,400.00	.0
01-35-6505-00 OFFICE EXPENSE	83.06	83.06	8,000.00	7,916.94	1.0
01-35-6510-00 TELEPHONE	.00	.00	7,500.00	7,500.00	.0
01-35-6511-00 TRAINING	38.96	38.96	10,000.00	9,961.04	.4
01-35-6513-00 PUBLISHING	.00	.00	1,000.00	1,000.00	.0
01-35-6515-00 DUES AND SUBSCRIPTIONS	.00	.00	1,200.00	1,200.00	.0
01-35-6518-00 CLEANING SERVICES	542.00	542.00	8,100.00	7,558.00	6.7
01-35-6522-00 INSURANCE AND BONDS	.00	.00	48,300.00	48,300.00	.0
01-35-6524-00 GAS AND OIL	.00	.00	38,000.00	38,000.00	.0
01-35-6526-00 OPERATING SUPPLIES	.00	.00	7,000.00	7,000.00	.0
01-35-6527-00 UNIFORMS AND CLEANING	.00	.00	5,000.00	5,000.00	.0
01-35-6528-00 WELD COUNTY MAINT. AGREEME	.00	.00	16,000.00	16,000.00	.0
01-35-6544-02 COMPUTER SYSTEMS	.00	.00	2,500.00	2,500.00	.0
01-35-6544-04 RADAR GUNS	.00	.00	5,000.00	5,000.00	.0
01-35-6544-05 CELLULAR PHONES	.00	.00	100.00	100.00	.0
01-35-6544-06 VESTS	.00	.00	2,500.00	2,500.00	.0
01-35-6544-07 CAMERA & INVESTIGATION EQPT.	.00	.00	2,000.00	2,000.00	.0
01-35-6544-09 SHOOTING RANGE SUPPLIES	.00	.00	3,600.00	3,600.00	.0
01-35-6544-10 OFFICE IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
01-35-6544-11 POLICE EQUIPMENT	.00	.00	12,500.00	12,500.00	.0
01-35-7010-00 BLDG. REPAIR & MAINT.	289.00	289.00	8,000.00	7,711.00	3.6
01-35-7020-00 REPAIRS AND MAINTENANCE	(2,337.73)	(2,337.73)	10,000.00	12,337.73	(23.4)
01-35-8012-00 COMP. PROFESSIONAL SERVICE	78.60	78.60	10,000.00	9,921.40	.8
01-35-8014-00 LEGAL	.00	.00	3,000.00	3,000.00	.0
01-35-8016-00 PROFESSIONAL SERVICES	.00	.00	5,000.00	5,000.00	.0
01-35-8017-00 JUVENILE ASSESSMENT CENTER	.00	.00	5,400.00	5,400.00	.0
01-35-8021-00 COMP. LINK TO RECORDS	.00	.00	9,500.00	9,500.00	.0
01-35-9022-00 JAIL FEES	.00	.00	1,500.00	1,500.00	.0
01-35-9028-00 COMMUNITY SERVICES	.00	.00	4,300.00	4,300.00	.0
01-35-9028-03 RECORDS CONTRACT	.00	.00	5,000.00	5,000.00	.0
TOTAL POLICE	115,048.40	115,048.40	1,938,200.00	1,823,151.60	5.9

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	1,757.79	1,757.79	31,200.00	29,442.21	5.6
01-40-5050-00 PAYROLL TAXES	131.87	131.87	2,500.00	2,368.13	5.3
01-40-5060-00 RETIREMENT	74.45	74.45	1,400.00	1,325.55	5.3
01-40-5065-00 HEALTH INSURANCE	348.94	348.94	4,800.00	4,451.06	7.3
01-40-5070-00 WORKMEN'S COMPENSATION	104.50	104.50	1,300.00	1,195.50	8.0
01-40-6010-00 UTILITIES	.00	.00	3,900.00	3,900.00	.0
01-40-6505-00 OFFICE EXPENSE	.00	.00	3,800.00	3,800.00	.0
01-40-6510-00 TELEPHONE	.00	.00	1,600.00	1,600.00	.0
01-40-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-40-6513-00 PUBLISHING	.00	.00	500.00	500.00	.0
01-40-6515-00 DUES & SUBSCRIPTIONS	.00	.00	200.00	200.00	.0
01-40-6518-00 CLEANING & SUPPLIES	.00	.00	800.00	800.00	.0
01-40-6522-00 INSURANCE AND BONDS	.00	.00	8,200.00	8,200.00	.0
01-40-6526-00 OPERATING SUPPLIES	.00	.00	2,000.00	2,000.00	.0
01-40-7020-00 REPAIR & MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
01-40-8012-00 COMP. PROF. SERVICES	259.16	259.16	3,500.00	3,240.84	7.4
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	.00	.00	115,000.00	115,000.00	.0
TOTAL PROTECTIVE INSPECTIONS	2,676.71	2,676.71	183,700.00	181,023.29	1.5

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-5010-00 SALARIES	19,178.44	19,178.44	263,000.00	243,821.56	7.3
01-45-5010-03 OVERTIME	336.33	336.33	7,000.00	6,663.67	4.8
01-45-5015-00 PART-TIME SALARIES	.00	.00	15,000.00	15,000.00	.0
01-45-5050-00 PAYROLL TAXES	1,447.81	1,447.81	22,000.00	20,552.19	6.6
01-45-5060-00 RETIREMENT FUND	1,236.57	1,236.57	16,500.00	15,263.43	7.5
01-45-5065-00 HEALTH INSURANCE	5,431.54	5,431.54	69,400.00	63,968.46	7.8
01-45-5070-00 WORKMEN'S COMPENSATION	2,090.00	2,090.00	18,200.00	16,110.00	11.5
01-45-6010-00 UTILITIES	.00	.00	15,000.00	15,000.00	.0
01-45-6015-00 UTILITIES - STREET LIGHTIN	.00	.00	235,000.00	235,000.00	.0
01-45-6505-00 OFFICE EXPENSE	.00	.00	600.00	600.00	.0
01-45-6510-00 TELEPHONE	.00	.00	3,300.00	3,300.00	.0
01-45-6511-00 TRAINING	.00	.00	1,500.00	1,500.00	.0
01-45-6515-00 DUES & SUBSCRIPTIONS	.00	.00	2,000.00	2,000.00	.0
01-45-6518-00 CLEANING SUPPLIES	58.00	58.00	1,600.00	1,542.00	3.6
01-45-6522-00 INSURANCE AND BONDS	.00	.00	26,400.00	26,400.00	.0
01-45-6524-00 GAS & OIL	.00	.00	18,500.00	18,500.00	.0
01-45-6526-00 OPERATING SUPPLIES	.00	.00	4,500.00	4,500.00	.0
01-45-6530-00 SNOW AND ICE REMOVAL	.00	.00	20,000.00	20,000.00	.0
01-45-6532-00 TRASH SERVICE	.00	.00	485,000.00	485,000.00	.0
01-45-6534-00 WEED CONTROL	.00	.00	5,000.00	5,000.00	.0
01-45-6536-00 STREET SIGNS	.00	.00	4,000.00	4,000.00	.0
01-45-6544-03 EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-45-6544-06 HOLIDAY DECORATIONS	977.92	977.92	7,500.00	6,522.08	13.0
01-45-6544-07 TOOLS	.00	.00	2,500.00	2,500.00	.0
01-45-6544-09 SAFETY EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-45-7020-00 REP & MAINT - EQUIP & BLDG	.00	.00	20,000.00	20,000.00	.0
01-45-7030-00 REPAIR & MAINT. BLDGS.	.00	.00	5,000.00	5,000.00	.0
01-45-8016-00 PROFESSIONAL SERVICES	244.40	244.40	4,200.00	3,955.60	5.8
TOTAL STREETS	31,001.01	31,001.01	1,280,700.00	1,249,698.99	2.4

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
01-50-5015-00 SALARIES	.00	.00	12,000.00	12,000.00	.0
01-50-5050-00 PAYROLL TAXES	.00	.00	1,000.00	1,000.00	.0
01-50-5070-00 WORKMEN'S COMPENSATION	209.00	209.00	1,400.00	1,191.00	14.9
01-50-6513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-6522-00 INSURANCE	.00	.00	2,000.00	2,000.00	.0
01-50-6524-00 GAS & OIL	.00	.00	1,800.00	1,800.00	.0
01-50-6526-00 SUPPLIES	.00	.00	1,800.00	1,800.00	.0
01-50-6533-00 TREE TRIMMING	.00	.00	3,500.00	3,500.00	.0
01-50-6534-00 FERTILIZER & WEED CONTROL	.00	.00	4,700.00	4,700.00	.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	.00	.00	3,200.00	3,200.00	.0
01-50-7025-00 SPRINKLER REPAIR	.00	.00	3,200.00	3,200.00	.0
01-50-8016-00 PROFESSIONAL SERVICES	.00	.00	500.00	500.00	.0
TOTAL CEMETERY	209.00	209.00	38,100.00	37,891.00	.6
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	3,492.24	3,492.24	46,100.00	42,607.76	7.6
01-55-5010-03 OVERTIME	.00	.00	200.00	200.00	.0
01-55-5050-00 PAYROLL TAXES	253.79	253.79	3,600.00	3,346.21	7.1
01-55-5060-00 RET BEN	147.92	147.92	2,000.00	1,852.08	7.4
01-55-5065-00 HEALTH BEN	1,487.66	1,487.66	18,000.00	16,512.34	8.3
01-55-5070-00 WORKMENS COMPENSATION	209.00	209.00	1,700.00	1,491.00	12.3
01-55-6522-00 INSURANCE	.00	.00	3,700.00	3,700.00	.0
01-55-6524-00 GAS AND OIL	.00	.00	2,000.00	2,000.00	.0
01-55-6526-00 SUPPLIES	.00	.00	1,200.00	1,200.00	.0
01-55-7020-00 REPAIR & MAINTENANCE	.00	.00	500.00	500.00	.0
01-55-7030-00 WEED/NUISANCE CONTROL	.00	.00	8,000.00	8,000.00	.0
01-55-8016-00 PROFESSIONAL SERVICES	.00	.00	5,000.00	5,000.00	.0
TOTAL ANIMAL CONTROL	5,590.61	5,590.61	92,000.00	86,409.39	6.1
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	2,897.70	2,897.70	38,500.00	35,602.30	7.5
01-60-5050-00 PAYROLL TAXES	216.49	216.49	2,900.00	2,683.51	7.5
01-60-5065-00 HEALTH INSURANCE	636.54	636.54	8,200.00	7,563.46	7.8
01-60-5070-00 WORKMEN'S COMPENSATION	104.50	104.50	2,600.00	2,495.50	4.0
01-60-6010-00 UTILITIES	.00	.00	4,200.00	4,200.00	.0
01-60-6510-00 TELEPHONE	.00	.00	1,400.00	1,400.00	.0
01-60-6520-00 MILEAGE	65.00	65.00	3,100.00	3,035.00	2.1
01-60-6522-00 INSURANCE	.00	.00	1,600.00	1,600.00	.0
01-60-7020-00 REPAIR & MAINTENANCE	303.00	303.00	5,500.00	5,197.00	5.5
TOTAL SENIOR COORDINATOR PROGRAM	4,223.23	4,223.23	68,000.00	63,776.77	6.2

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-65-6015-00	.00	.00	21,700.00	21,700.00	.0
01-65-6050-00	.00	.00	1,700.00	1,700.00	.0
01-65-6070-00	209.00	209.00	2,000.00	1,791.00	10.5
01-65-6010-00	.00	.00	10,200.00	10,200.00	.0
01-65-6511-00	.00	.00	300.00	300.00	.0
01-65-6522-00	.00	.00	2,100.00	2,100.00	.0
01-65-6524-00	.00	.00	1,800.00	1,800.00	.0
01-65-6526-00	.00	.00	2,000.00	2,000.00	.0
01-65-6534-00	.00	.00	7,000.00	7,000.00	.0
01-65-6542-00	.00	.00	2,100.00	2,100.00	.0
01-65-6544-01	.00	.00	1,000.00	1,000.00	.0
01-65-6544-02	.00	.00	800.00	800.00	.0
01-65-7020-00	.00	.00	5,000.00	5,000.00	.0
01-65-7025-00	.00	.00	4,500.00	4,500.00	.0
TOTAL PARKS	209.00	209.00	62,200.00	61,991.00	.3
<u>LIBRARY</u>					
01-70-7000-00	32,641.65	32,641.65	391,700.00	359,058.35	8.3
TOTAL LIBRARY	32,641.65	32,641.65	391,700.00	359,058.35	8.3
<u>DEPARTMENT 75</u>					
01-75-6526-00	.00	.00	6,500.00	6,500.00	.0
01-75-7020-00	303.00	303.00	10,000.00	9,697.00	3.0
01-75-7025-00	.00	.00	7,500.00	7,500.00	.0
01-75-7031-00	.00	.00	27,000.00	27,000.00	.0
01-75-7033-00	.00	.00	45,000.00	45,000.00	.0
01-75-7034-00	.00	.00	50,000.00	50,000.00	.0
01-75-7054-00	.00	.00	10,000.00	10,000.00	.0
01-75-7055-00	.00	.00	6,000.00	6,000.00	.0
01-75-7060-00	.00	.00	15,000.00	15,000.00	.0
01-75-7066-00	.00	.00	3,500.00	3,500.00	.0
01-75-7070-00	.00	.00	24,000.00	24,000.00	.0
01-75-7080-00	.00	.00	18,000.00	18,000.00	.0
01-75-7090-00	.00	.00	17,000.00	17,000.00	.0
01-75-7100-00	.00	.00	10,000.00	10,000.00	.0
01-75-7125-00	.00	.00	15,000.00	15,000.00	.0
01-75-7129-00	1,285.07	1,285.07	12,000.00	10,714.93	10.7
01-75-7130-00	132.95	132.95	5,000.00	4,867.05	2.7
01-75-7131-00	.00	.00	2,500.00	2,500.00	.0
01-75-7132-00	.00	.00	88,900.00	88,900.00	.0
01-75-7133-00	.00	.00	7,000.00	7,000.00	.0
TOTAL DEPARTMENT 75	1,721.02	1,721.02	379,900.00	378,178.98	.5

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<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	.00	140,000.00	140,000.00	.0
01-80-7115-00 TRANSFER TO EQPT. REPLACEMENT	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL TRANSFERS OUT	.00	.00	1,572,200.00	1,572,200.00	.0
TOTAL FUND EXPENDITURES	223,851.83	223,851.83	6,660,500.00	6,436,648.17	3.4
NET REVENUE OVER EXPENDITURES	170,911.00	170,911.00	756,800.00	585,889.00	22.6

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
02-00-4310-00 WATER CHARGES	98,747.13	98,747.13	1,900,000.00	1,801,252.87	5.2
02-00-4320-00 WATER TAP FEES	31,200.00	31,200.00	.00	(31,200.00)	.0
02-00-4322-00 RAW WATER DEV. FEE	36,000.00	36,000.00	.00	(36,000.00)	.0
02-00-4325-00 WATER REFUNDS	(909.91)	(909.91)	.00	909.91	.0
02-00-4330-00 MISCELLANEOUS	25,238.53	25,238.53	110,000.00	84,761.47	22.9
02-00-4610-00 EARNINGS ON INVESTMENTS	1,850.82	1,850.82	45,000.00	43,149.18	4.1
02-00-4830-00 TRANSFER FROM GENERAL FUND	.00	.00	182,200.00	182,200.00	.0
TOTAL SOURCE 00	192,126.57	192,126.57	2,237,200.00	2,045,073.43	8.6
TOTAL FUND REVENUE	192,126.57	192,126.57	2,237,200.00	2,045,073.43	8.6

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	2,688.50	2,688.50	36,000.00	33,311.50	7.5
02-25-5010-03 OVERTIME	.00	.00	300.00	300.00	.0
02-25-5015-00 PART-TIME SALARIES	250.21	250.21	7,200.00	6,949.79	3.5
02-25-5020-00 JANITORIAL SALARIES	216.67	216.67	2,700.00	2,483.33	8.0
02-25-5025-00 MANAGER	2,018.45	2,018.45	26,900.00	24,881.55	7.5
02-25-5050-00 PAYROLL TAXES	372.86	372.86	5,600.00	5,227.14	6.7
02-25-5060-00 RETIREMENT FUND	292.23	292.23	5,100.00	4,807.77	5.7
02-25-5065-00 HEALTH INSURANCE	789.11	789.11	12,500.00	11,710.89	6.3
02-25-5070-00 WORKMEN'S COMPENSATION	104.50	104.50	800.00	695.50	13.1
02-25-6010-00 UTILITIES	.00	.00	4,000.00	4,000.00	.0
02-25-6505-00 OFFICE EXPENSE	45.87	45.87	5,000.00	4,954.13	.9
02-25-6506-00 UTILITY BILL MAILING	330.61	330.61	7,100.00	6,769.39	4.7
02-25-6507-00 BILL PRESENTMENT	.00	.00	10,000.00	10,000.00	.0
02-25-6510-00 TELEPHONE	.00	.00	1,800.00	1,800.00	.0
02-25-6511-00 TRAINING & MEETINGS	.00	.00	1,200.00	1,200.00	.0
02-25-6513-00 PUBLISHING	.00	.00	1,000.00	1,000.00	.0
02-25-6515-00 DUES AND SUBSCRIPTIONS	.00	.00	2,200.00	2,200.00	.0
02-25-6518-00 CLEANING SUPPLIES	.00	.00	1,000.00	1,000.00	.0
02-25-6520-00 MILEAGE & EXPENSES	.00	.00	500.00	500.00	.0
02-25-6522-00 INSURANCE & BONDS	.00	.00	6,500.00	6,500.00	.0
02-25-6544-02 CAPITAL OUTLAY - COMP. SOFT	.00	.00	2,500.00	2,500.00	.0
02-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	300.00	300.00	.0
02-25-7020-00 REPAIR & MAINT.	.00	.00	1,000.00	1,000.00	.0
02-25-8010-00 AUDIT	.00	.00	6,000.00	6,000.00	.0
02-25-8011-00 PROF. SERV.-WATER ADJUDICATION	.00	.00	30,000.00	30,000.00	.0
02-25-8012-00 COMP. PROFESSIONAL SERVICES	532.42	532.42	6,000.00	5,467.58	8.9
02-25-8014-00 LEGAL	.00	.00	8,000.00	8,000.00	.0
02-25-8016-00 SALARY STUDY FEES	.00	.00	700.00	700.00	.0
02-25-8017-00 PROFESSIONAL SERVICES	.00	.00	30,000.00	30,000.00	.0
02-25-9028-00 COMMUNICATIONS	.00	.00	3,500.00	3,500.00	.0
TOTAL ADMINISTRATION	7,641.43	7,641.43	225,400.00	217,758.57	3.4

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-5010-00 SALARIES	16,345.61	16,345.61	225,000.00	208,654.39	7.3
02-70-5010-03 OVERTIME	319.46	319.46	10,000.00	9,680.54	3.2
02-70-5015-00 PART TIME SALARIES	.00	.00	2,600.00	2,600.00	.0
02-70-5050-00 PAYROLL TAXES	1,237.93	1,237.93	18,200.00	16,962.07	6.8
02-70-5060-00 RETIREMENT FUND	876.31	876.31	13,000.00	12,123.69	6.7
02-70-5065-00 HEALTH INSURANCE	4,546.20	4,546.20	59,000.00	54,453.80	7.7
02-70-5070-00 WORKMEN'S COMPENSATION	627.00	627.00	8,300.00	7,673.00	7.6
02-70-6010-00 UTILITIES	.00	.00	185,000.00	185,000.00	.0
02-70-6510-00 TELEPHONE	.00	.00	7,500.00	7,500.00	.0
02-70-6511-00 TRAINING	885.00	885.00	3,000.00	2,115.00	29.5
02-70-6518-00 CLEANING SUPPLIES	58.00	58.00	1,600.00	1,542.00	3.6
02-70-6522-00 INSURANCE	.00	.00	25,000.00	25,000.00	.0
02-70-6524-00 GAS AND OIL	.00	.00	10,000.00	10,000.00	.0
02-70-6525-00 GIS SYSTEM	.00	.00	25,000.00	25,000.00	.0
02-70-6526-00 CHEMICALS	4.99	4.99	145,000.00	144,995.01	.0
02-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	.00	3,400.00	3,400.00	.0
02-70-6528-00 OPERATING SUPPLIES	.00	.00	10,000.00	10,000.00	.0
02-70-6544-01 METER UPGRADE	.00	.00	95,000.00	95,000.00	.0
02-70-6544-02 TOOLS	.00	.00	10,000.00	10,000.00	.0
02-70-6544-07 TESTING EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
02-70-6544-08 VEHICLE-PURCHASE	.00	.00	19,500.00	19,500.00	.0
02-70-6544-13 WATER PLANT IMPROVEMENTS	.00	.00	80,000.00	80,000.00	.0
02-70-6544-22 WATERLINE REPLACEMENT	.00	.00	30,000.00	30,000.00	.0
02-70-6544-29 INSTRUMENTATION UPGRADES	.00	.00	65,000.00	65,000.00	.0
02-70-6544-32 EMERGENCY WATER INTERCONNECT	.00	.00	150,000.00	150,000.00	.0
02-70-6544-36 FIRE HYDRANT REPAIRS	.00	.00	40,000.00	40,000.00	.0
02-70-7015-00 R&M WATERLINES	.00	.00	25,000.00	25,000.00	.0
02-70-7020-00 REPAIRS & MAINTENANCE	.00	.00	83,000.00	83,000.00	.0
02-70-7022-00 VEHICLE REPAIRS	.00	.00	4,000.00	4,000.00	.0
02-70-7030-00 PURCHASED WATER	.00	.00	12,700.00	12,700.00	.0
02-70-7035-00 WATER ASSESMENT	.00	.00	98,000.00	98,000.00	.0
02-70-7090-00 INSURANCE DEDUCTIBLES	244.90	244.90	10,000.00	9,755.10	2.5
02-70-8012-00 PROFESSIONAL SERVICES	.00	.00	40,000.00	40,000.00	.0
TOTAL OPERATIONS - WATER FUND	25,145.40	25,145.40	1,517,800.00	1,492,654.60	1.7
<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	32,786.83	32,786.83	1,833,200.00	1,800,413.17	1.8
NET REVENUE OVER EXPENDITURES	159,339.74	159,339.74	404,000.00	244,660.26	39.4

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
03-00-4310-00 SEWER CHARGES	140,998.20	140,998.20	1,610,000.00	1,469,001.80	8.8
03-00-4320-00 SEWER TAP FEES	4,000.00	4,000.00	.00	(4,000.00)	.0
03-00-4330-00 MISCELLANEOUS	(69,030.21)	(69,030.21)	10,000.00	79,030.21	(690.3)
03-00-4610-00 EARNINGS ON INVESTMENTS	1,079.34	1,079.34	35,000.00	33,920.66	3.1
TOTAL SOURCE 00	77,047.33	77,047.33	1,655,000.00	1,577,952.67	4.7
TOTAL FUND REVENUE	77,047.33	77,047.33	1,655,000.00	1,577,952.67	4.7

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	3,586.99	3,586.99	58,000.00	54,413.01	6.2
03-25-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
03-25-5015-00 PART-TIME SALARIES	250.21	250.21	7,200.00	6,949.79	3.5
03-25-5020-00 JANITORIAL SALARIES	216.66	216.66	2,600.00	2,383.34	8.3
03-25-5025-00 MANAGER SALARIES	3,918.17	3,918.17	52,000.00	48,081.83	7.5
03-25-5050-00 PAYROLL TAXES	583.97	583.97	9,000.00	8,416.03	6.5
03-25-5060-00 RETIREMENT FUND	453.27	453.27	8,600.00	8,146.73	5.3
03-25-5065-00 HEALTH INSURANCE	1,162.95	1,162.95	28,100.00	26,937.05	4.1
03-25-5070-00 WORKMEN'S COMPENSATION	104.50	104.50	700.00	595.50	14.9
03-25-6010-00 UTILITIES - TOWN HALL	.00	.00	4,400.00	4,400.00	.0
03-25-6505-00 OFFICE EXPENSES	.00	.00	4,400.00	4,400.00	.0
03-25-6506-00 UTILITY BILL MAILING	330.61	330.61	7,100.00	6,769.39	4.7
03-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	8,000.00	8,000.00	.0
03-25-6510-00 TELEPHONE	.00	.00	1,800.00	1,800.00	.0
03-25-6511-00 TRAINING & MEETINGS	.00	.00	700.00	700.00	.0
03-25-6515-00 DUES & SUBSCRIPTIONS	.00	.00	500.00	500.00	.0
03-25-6518-00 CLEANING SUPPLIES	.00	.00	1,000.00	1,000.00	.0
03-25-6520-00 MILEAGE & EXPENSES	.00	.00	800.00	800.00	.0
03-25-6522-00 INSURANCE & BONDS	.00	.00	6,900.00	6,900.00	.0
03-25-6544-02 COMPUTER SOFTWARE	.00	.00	2,500.00	2,500.00	.0
03-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	400.00	400.00	.0
03-25-7020-00 REPAIR & MAINTENANCE	.00	.00	1,100.00	1,100.00	.0
03-25-8010-00 AUDIT	.00	.00	7,000.00	7,000.00	.0
03-25-8012-00 PROFESSIONAL SERVICES	390.68	390.68	6,000.00	5,609.32	6.5
03-25-8014-00 LEGAL	17.50	17.50	30,000.00	29,982.50	.1
03-25-8016-00 SALARY STUDY	.00	.00	800.00	800.00	.0
03-25-8017-00 PROFESSIONAL SERVICES - ENG.	.00	.00	20,000.00	20,000.00	.0
TOTAL PERSONNEL	11,015.51	11,015.51	270,100.00	259,084.49	4.1

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	19,554.19	19,554.19	265,000.00	245,445.81	7.4
03-70-5010-03 OVERTIME PAY	390.44	390.44	10,000.00	9,609.56	3.9
03-70-5050-00 PAYROLL TAXES	1,480.98	1,480.98	21,100.00	19,619.02	7.0
03-70-5060-00 RETIREMENT FUND	1,031.92	1,031.92	15,000.00	13,968.08	6.9
03-70-5065-00 HEALTH INSURANCE	5,515.15	5,515.15	70,000.00	64,484.85	7.9
03-70-5070-00 WORKMEN'S COMPENSATION	731.48	731.48	8,600.00	7,868.52	8.5
03-70-6010-00 UTILITIES	.00	.00	230,000.00	230,000.00	.0
03-70-6510-00 TELEPHONE	.00	.00	5,500.00	5,500.00	.0
03-70-6511-00 TRAINING	.00	.00	3,000.00	3,000.00	.0
03-70-6518-00 CLEANING SUPPLIES	58.00	58.00	1,500.00	1,442.00	3.9
03-70-6522-00 INSURANCE	.00	.00	27,800.00	27,800.00	.0
03-70-6524-00 GAS AND OIL	.00	.00	12,500.00	12,500.00	.0
03-70-6525-00 GIS MAPPING	.00	.00	25,000.00	25,000.00	.0
03-70-6526-00 CHEMICALS	.00	.00	108,000.00	108,000.00	.0
03-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	.00	3,500.00	3,500.00	.0
03-70-6528-00 OPERATING SUPPLIES	19.99	19.99	10,000.00	9,980.01	.2
03-70-6544-02 TOOLS	.00	.00	3,500.00	3,500.00	.0
03-70-6544-03 VEHICLE	.00	.00	19,000.00	19,000.00	.0
03-70-6544-04 MANHOLE INSTALLATION	.00	.00	25,000.00	25,000.00	.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	.00	.00	20,000.00	20,000.00	.0
03-70-7020-00 REPAIRS & MAINTENANCE	3,285.46	3,285.46	65,000.00	61,714.54	5.1
03-70-7022-00 VEHICLE REPAIRS	.00	.00	3,500.00	3,500.00	.0
03-70-7023-00 WEED CONTROL/GROUND MAINT.	.00	.00	3,000.00	3,000.00	.0
03-70-7025-00 SEWERLINE CLEANING	.00	.00	30,000.00	30,000.00	.0
03-70-7090-00 INSURANCE DEDUCTIBLES	.00	.00	7,500.00	7,500.00	.0
03-70-8012-00 PROFESSIONAL SERVICES	192.00	192.00	65,000.00	64,808.00	.3
TOTAL OPERATIONS - SEWER FUND	32,259.61	32,259.61	1,193,000.00	1,160,740.39	2.7
TOTAL FUND EXPENDITURES	43,275.12	43,275.12	1,463,100.00	1,419,824.88	3.0
NET REVENUE OVER EXPENDITURES	33,772.21	33,772.21	191,900.00	158,127.79	17.6

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2016

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
05-00-4070-00 COLORADO LOTTERY	.00	.00	50,000.00	50,000.00	.0
05-00-4110-00 PARK FEES	4,500.00	4,500.00	62,500.00	58,000.00	7.2
05-00-4130-00 LARIMER COUNTY USE TAX	7,226.90	7,226.90	40,000.00	32,773.10	18.1
05-00-4330-00 OTHER	5.40	5.40	1,200.00	1,194.60	.5
05-00-4610-00 CT-EARNINGS ON INVEST.	446.82	446.82	3,500.00	3,053.18	12.8
TOTAL SOURCE 00	12,179.12	12,179.12	157,200.00	145,020.88	7.8
TOTAL FUND REVENUE	12,179.12	12,179.12	157,200.00	145,020.88	7.8

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2016

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
05-70-6533-00 TREE TRIMMING	.00	.00	6,000.00	6,000.00	.0
05-70-6544-01 CAPITAL - TREES	.00	.00	7,000.00	7,000.00	.0
05-70-6544-04 LAWN MOWER	.00	.00	46,000.00	46,000.00	.0
05-70-6545-00 EDDIE ARAGON PARK	.00	.00	6,000.00	6,000.00	.0
05-70-6546-00 SUNRISE PARK	.00	.00	3,500.00	3,500.00	.0
05-70-6547-00 PARISH PARK	.00	.00	3,500.00	3,500.00	.0
05-70-6548-00 HAYS PARK	.00	.00	55,700.00	55,700.00	.0
05-70-6549-00 PIONEER RIDGE PARK	.00	.00	3,500.00	3,500.00	.0
05-70-6550-00 ROLLING HILLS RANCH PARK	.00	.00	3,500.00	3,500.00	.0
05-70-6551-00 JOHNSTOWN LAKE PARK	.00	.00	5,000.00	5,000.00	.0
05-70-6553-00 CLEARVIEW PARK	.00	.00	3,500.00	3,500.00	.0
05-70-7020-00 REPAIR & MAINT.	.00	.00	6,000.00	6,000.00	.0
TOTAL DEPARTMENT 70	.00	.00	149,200.00	149,200.00	.0
TOTAL FUND EXPENDITURES	.00	.00	149,200.00	149,200.00	.0
NET REVENUE OVER EXPENDITURES	12,179.12	12,179.12	8,000.00	(4,179.12)	152.2

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2016

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
06-00-4110-00 TRANSFER FROM GENERAL FUND	.00	.00	225,000.00	225,000.00	.0
06-00-4610-00 CF-EARNINGS ON INVESTMENTS	321.57	321.57	900.00	578.43	35.7
TOTAL SOURCE 00	321.57	321.57	225,900.00	225,578.43	.1
TOTAL FUND REVENUE	321.57	321.57	225,900.00	225,578.43	.1

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2016

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
06-70-6544-00 TRANSFER TO BANK FUND	.00	.00	1,450,300.00	1,450,300.00	.0
TOTAL DEPARTMENT 70	.00	.00	1,450,300.00	1,450,300.00	.0
TOTAL FUND EXPENDITURES	.00	.00	1,450,300.00	1,450,300.00	.0
NET REVENUE OVER EXPENDITURES	321.57	321.57	(1,224,400.00)	(1,224,721.57)	.0

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2016

CEMETERY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
07-00-4310-00 CEMETERY LOTS AND CARE	297.00	297.00	2,800.00	2,503.00	10.6
07-00-4610-00 CP-EARNINGS ON INVESTMENTS	40.27	40.27	100.00	59.73	40.3
TOTAL SOURCE 00	337.27	337.27	2,900.00	2,562.73	11.6
TOTAL FUND REVENUE	337.27	337.27	2,900.00	2,562.73	11.6
NET REVENUE OVER EXPENDITURES	337.27	337.27	2,900.00	2,562.73	11.6

CITY OF JOHNSTOWN

REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
09-00-4110-00 TRANSFER FROM GENERAL FUND	.00	.00	1,000,000.00	1,000,000.00	.0
09-00-4610-00 EARNINGS ON INVESTMENTS	.00	.00	5,000.00	5,000.00	.0
TOTAL SOURCE 00	.00	.00	1,005,000.00	1,005,000.00	.0
TOTAL FUND REVENUE	.00	.00	1,005,000.00	1,005,000.00	.0

CITY OF JOHNSTOWN

EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
09-70-6544-03 GRADER ROLL OVER	.00	.00	19,000.00	19,000.00	.0
09-70-6544-04 POLICE VEHICLE	.00	.00	117,000.00	117,000.00	.0
09-70-6544-05 SNOW PLOW FOR PICKUP	.00	.00	10,500.00	10,500.00	.0
09-70-6544-10 COMPUTERS	.00	.00	28,000.00	28,000.00	.0
09-70-6544-12 LOADER	.00	.00	100,000.00	100,000.00	.0
09-70-6544-20 COPIER	.00	.00	10,000.00	10,000.00	.0
09-70-6544-21 SOFTWARE	.00	.00	14,000.00	14,000.00	.0
TOTAL DEPARTMENT 70	.00	.00	298,500.00	298,500.00	.0
TOTAL FUND EXPENDITURES	.00	.00	298,500.00	298,500.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	706,500.00	706,500.00	.0

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2016

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-00-4110-00 DRAINAGE FEES	31,803.90	31,803.90	375,000.00	343,196.10	8.5
11-00-4610-00 EARNINGS ON INVESTMENTS	543.36	543.36	6,200.00	5,656.64	8.8
TOTAL SOURCE 00	32,347.26	32,347.26	381,200.00	348,852.74	8.5
TOTAL FUND REVENUE	32,347.26	32,347.26	381,200.00	348,852.74	8.5

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	1,280.97	1,280.97	18,500.00	17,219.03	6.9
11-25-5010-03 OVERTIME	.00	.00	100.00	100.00	.0
11-25-5011-00 PART TIME OFFICE	.00	.00	7,200.00	7,200.00	.0
11-25-5025-00 MANAGER	2,018.45	2,018.45	26,900.00	24,881.55	7.5
11-25-5050-00 PAYROLL TAXES	249.36	249.36	4,000.00	3,750.64	6.2
11-25-5060-00 RETIREMENT FUND	139.08	139.08	3,300.00	3,160.92	4.2
11-25-5065-00 HEALTH INSURANCE	392.76	392.76	9,200.00	8,807.24	4.3
11-25-5070-00 WORKMAN'S COMPENSATION	104.50	104.50	600.00	495.50	17.4
11-25-6010-00 UTILITIES	.00	.00	1,800.00	1,800.00	.0
11-25-6505-00 OFFICE SUPPLIES	.00	.00	1,200.00	1,200.00	.0
11-25-6506-00 UTILITY BILL MAILING	330.61	330.61	7,100.00	6,769.39	4.7
11-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	2,000.00	2,000.00	.0
11-25-6510-00 TELEPHONE	.00	.00	700.00	700.00	.0
11-25-6522-00 INSURANCE AND BONDS	.00	.00	2,500.00	2,500.00	.0
11-25-6544-04 COMPUTER SOFTWARE	.00	.00	2,500.00	2,500.00	.0
11-25-7020-00 MAINTENANCE AND REPAIRS	.00	.00	500.00	500.00	.0
11-25-8010-00 AUDIT	.00	.00	2,500.00	2,500.00	.0
11-25-8012-00 COMPUTER PROF. SERVICES	336.91	336.91	3,300.00	2,963.09	10.2
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	4,852.64	4,852.64	97,400.00	92,547.36	5.0
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	3,286.66	3,286.66	21,000.00	17,713.34	15.7
11-70-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
11-70-5050-00 PAYROLL TAXES	243.44	243.44	2,000.00	1,756.56	12.2
11-70-5060-00 RETIREMENT FUND	234.55	234.55	1,200.00	965.45	19.6
11-70-5065-00 HEALTH INSURANCE	939.60	939.60	10,100.00	9,160.40	9.3
11-70-5070-00 WORKMEN'S COMPENSATION	313.50	313.50	1,700.00	1,386.50	18.4
11-70-6510-00 TELEPHONE	.00	.00	800.00	800.00	.0
11-70-6511-00 TRAINING	.00	.00	800.00	600.00	.0
11-70-6522-00 INSURANCE	.00	.00	4,600.00	4,600.00	.0
11-70-6524-00 GAS & OIL	.00	.00	2,200.00	2,200.00	.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	5,017.75	5,017.75	123,700.00	118,682.25	4.1
TOTAL FUND EXPENDITURES	9,870.39	9,870.39	221,100.00	211,229.61	4.5
NET REVENUE OVER EXPENDITURES	22,476.87	22,476.87	160,100.00	137,623.13	14.0

CITY OF JOHNSTOWN

EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
14-00-5010-00 LIBRARY- SALARIES	18,685.57	18,685.57	.00 (	18,685.57)	.0
14-00-5050-00 LIBRARY-PAYROLL TAXES	1,401.21	1,401.21	.00 (	1,401.21)	.0
14-00-5065-00 HEALTH INS.	369.30	369.30	.00 (	369.30)	.0
14-00-5070-00 WORKMENS COMPENSATION	209.00	209.00	.00 (	209.00)	.0
TOTAL DEPARTMENT 00	20,665.08	20,665.08	.00 (	20,665.08)	.0
TOTAL FUND EXPENDITURES	20,665.08	20,665.08	.00 (	20,665.08)	.0
NET REVENUE OVER EXPENDITURES	(20,665.08)	(20,665.08)	.00	20,665.08	.0

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2016

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
15-00-4060-00 USE TAX	72,404.54	72,404.54	850,000.00	777,595.46	8.5
15-00-4610-00 EARNINGS ON INVESTMENTS	2,264.48	2,264.48	30,000.00	27,735.52	7.6
15-00-4720-00 FROM WATER FUND	.00	.00	45,000.00	45,000.00	.0
TOTAL SOURCE 00	74,669.02	74,669.02	925,000.00	850,330.98	8.1
TOTAL FUND REVENUE	74,669.02	74,669.02	925,000.00	850,330.98	8.1

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2016

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
15-70-6544-16 SOUTH PARISH RR CROSSING	.00	.00	65,000.00	65,000.00	.0
15-70-6544-17 YMCA FEASIBILITY STUDY	.00	.00	12,000.00	12,000.00	.0
15-70-7015-00 ANNUAL OVERLAY	.00	.00	250,000.00	250,000.00	.0
15-70-7020-00 STREET REPAIR & MAINT.	.00	.00	150,000.00	150,000.00	.0
15-70-7022-00 ALLEY IMPROVEMENTS	.00	.00	2,000.00	2,000.00	.0
15-70-7035-00 COMMUNITY CENTER IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
15-70-7041-00 LIBRARY IMPROVEMENTS	.00	.00	12,500.00	12,500.00	.0
15-70-7045-00 STREETLIGHTS	.00	.00	5,000.00	5,000.00	.0
15-70-7047-00 SIGNS	.00	.00	30,000.00	30,000.00	.0
15-70-7065-00 SIDEWALK/CURB REPL.	.00	.00	15,000.00	15,000.00	.0
15-70-7085-00 SHOP IMPROVEMENTS	.00	.00	5,500.00	5,500.00	.0
15-70-7090-00 COLUMBINE COMPLEX REPAIRS	.00	.00	5,000.00	5,000.00	.0
15-70-8017-00 PROFESSIONAL SERVICES	.00	.00	75,000.00	75,000.00	.0
TOTAL DEPARTMENT 70	.00	.00	632,000.00	632,000.00	.0
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15-80-7060-00 REBATE	.00	.00	150,000.00	150,000.00	.0
TOTAL DEPARTMENT 80	.00	.00	150,000.00	150,000.00	.0
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TOTAL FUND EXPENDITURES	.00	.00	782,000.00	782,000.00	.0
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NET REVENUE OVER EXPENDITURES	74,669.02	74,669.02	143,000.00	68,330.98	52.2

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2016

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
16-00-4070-00 FROM SALES TAX	6,599.00	6,599.00	93,000.00	86,401.00	7.1
16-00-4610-00 EARNINGS ON INVESTMENTS	.00	.00	20.00	20.00	.0
TOTAL SOURCE 00	6,599.00	6,599.00	93,020.00	86,421.00	7.1
TOTAL FUND REVENUE	6,599.00	6,599.00	93,020.00	86,421.00	7.1

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2016

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
16-70-7010-00 CONSTRUCTION	.00	.00	107,020.00	107,020.00	.0
TOTAL DEPARTMENT 70	.00	.00	107,020.00	107,020.00	.0
TOTAL FUND EXPENDITURES	.00	.00	107,020.00	107,020.00	.0
NET REVENUE OVER EXPENDITURES	6,599.00	6,599.00	(14,000.00)	(20,599.00)	47.1

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2016

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
17-00-4610-00 EARNINGS ON INVESTMENTS	1,807.96	1,807.96	35,000.00	33,192.04	5.2
TOTAL SOURCE 00	1,807.96	1,807.96	35,000.00	33,192.04	5.2
<u>SOURCE 01</u>					
17-01-4110-01 TRANSPORATION FAC. DEV. FEE	16,758.72	16,758.72	230,000.00	213,241.28	7.3
17-01-4110-02 POLICE FACILITIES DEV. FEE	3,893.49	3,893.49	53,000.00	49,106.51	7.4
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	10,382.85	10,382.85	142,000.00	131,617.15	7.3
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	10,094.49	10,094.49	138,000.00	127,905.51	7.3
17-01-4110-05 LIBRARY FACILITIES FEE	2,018.88	2,018.88	27,000.00	24,981.12	7.5
17-01-4110-06 TRAFFIC SIGNAL	.00	.00	5,000.00	5,000.00	.0
TOTAL SOURCE 01	43,148.43	43,148.43	595,000.00	551,851.57	7.3
TOTAL FUND REVENUE	44,956.39	44,956.39	630,000.00	585,043.61	7.1

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2016

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
17-70-8017-00 PARKS & OPEN - PROFESSIONAL	.00	.00	20,000.00	20,000.00	.0
17-70-8018-00 TRANSPORTATION EXPENDITURES	.00	.00	700,000.00	700,000.00	.0
TOTAL DEPARTMENT 70	.00	.00	720,000.00	720,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	720,000.00	720,000.00	.0
NET REVENUE OVER EXPENDITURES	44,956.39	44,956.39	(90,000.00)	(134,956.39)	50.0

AGENDA ITEM 9A

LODGING

TAX

(Ordinance No. 2016-140)

(First Reading)

(*Public Hearing)

***PUBLIC HEARING PROCEDURE- (First Reading) Ordinance No. 2016-140, An Ordinance Providing for the Imposition of a Lodging Tax on the Compensation Paid for Lodging Accommodations in the Town of Johnstown and Establishing a System to Assure Proper Administration of the Tax**

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 Ordinance No. 2016-140.
 - b. Ask to hear from anyone who opposes Ordinance No. 2016-140.
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 Ordinance No. 2016-140, An Ordinance Providing for the Imposition of a Lodging Tax on the Compensation Paid for Lodging Accommodations in the Town of Johnstown and Establishing a System to Assure Proper Administration of the Tax on first reading.

For Denial:

I move to deny approval of Ordinance No. 2016-140 on first reading.

TOWN BOARD AGENDA COMMUNICATION

AGENDA DATE: February 17, 2016

ITEM NUMBER: 9A

SUBJECT: *Public Hearing – (First Reading) Consider Ordinance No. 2016-140, An Ordinance Providing for the Imposition of a Lodging Tax on the Compensation Paid for Lodging Accommodations in the Town of Johnstown and Establishing a System to Assure Proper Administration of the Tax

ACTION PROPOSED: Approve Ordinance No. 2015-140 on First Reading

PRESENTED BY: Town Attorney

AGENDA ITEM DESCRIPTION: The Town Council referred a ballot issue regarding the implementation of a three percent (3%) lodging tax to be imposed and collected upon compensation paid for the short-term rental of any hotel room, motel room, guest house room, recreational vehicle PAD or other similar accommodation within the Town to the registered electors at the November 3, 2015 coordinated election. The electors voted in favor of the implementation of the lodging tax.

In addition to creating the lodging tax, the proposed ordinance establishes a system to administer and enforce the tax. The ordinance directs that the Town Manager is vested with authority to establish policies and procedures and create forms for such administration and enforcement. The ordinance sets forth standards regarding, among other matters, the collection and remittance of the tax, exemptions, confidentiality and audit rights. The ordinance also contains remedy provisions and authorizes penalties and interest for the failure to pay the tax as due.

The revenue raised from the lodging tax will be expended for all municipal purposes, including but not limited to community and economic development services, police protection services, community events and beautification projects.

LEGAL ADVICE: The Town Attorney drafted the attached ordinance.

FINANCIAL ADVICE: N/A.

RECOMMENDED ACTION: Approve Ordinance No. 2015-140 on first reading.

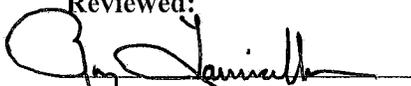
For Approval:

1) I move to approve Ordinance No. 2015-140, An Ordinance Providing for the Imposition of a Lodging Tax on the Compensation Paid for Lodging Accommodations in the Town of Johnstown and Establishing a System to Assure Proper Administration of the Tax on first reading.

For Denial:

1) I move to deny approval of Ordinance No. 2015-140 on first reading.

Reviewed:


Town Manager

ORDINANCE
No. 2016-140

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2016-140

**AN ORDINANCE PROVIDING FOR THE IMPOSITION OF
A LODGING TAX ON THE COMPENSATION PAID FOR
LODGING ACCOMMODATIONS IN THE TOWN OF
JOHNSTOWN AND ESTABLISHING A SYSTEM TO
ASSURE PROPER ADMINISTRATION OF THE TAX**

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

WHEREAS, the Town Council hereby finds and determines that it is in the public interest to adopt a three percent (3%) lodging tax to be imposed and collected upon compensation paid for the short-term rental of any hotel room, motel room, guest house room, recreational vehicle PAD or other similar accommodation within the Town; and

WHEREAS, the Town Council referred a ballot issue regarding the implementation of the lodging tax described herein to the registered electors at the November 3, 2015 coordination election, and the electors voted in favor of the implementation of the lodging tax; and

WHEREAS, the revenue raised from the lodging tax shall be expended for municipal purposes, including but not limited to community and economic development services, police protection services, community events and beautification projects; and

WHEREAS, the classification of the provision of lodging as separate businesses and occupations is reasonable, proper, uniform and nondiscriminatory, and the taxable amount hereby imposed is reasonable, proper, uniform, nondiscriminatory and necessary; and

WHEREAS, the Town Council finds that the imposition of the lodging tax is in the best interests of the citizens of the Town.

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

Section 1. Chapter 4 of the Johnstown Municipal Code shall be amended by the addition of Article VII, which shall read as follows:

ARTICLE VII - Lodging Tax

- Sec. 4-91 Purpose
- Sec. 4-92 Definitions
- Sec. 4-93 Tax levied
- Sec. 4-94 Liability for tax
- Sec. 4-95 Collection; remittance of tax; audit
- Sec. 4-96 Disputes over exemption from tax; application for refund
- Sec. 4-97 Disposition of funds
- Sec. 4-98 Duties and powers of Town Manager
- Sec. 4-99 Tax information confidential
- Sec. 4-100 Penalties; assessment
- Sec. 4-101 Administrative review; appeals
- Sec. 4-102 Liens
- Sec. 4-103 Recovery of unpaid taxes by action at law
- Sec. 4-104 Status of unpaid taxes in bankruptcy and receivership
- Sec. 4-105 Statute of limitations
- Sec. 4-106 Tax overpayments
- Sec. 4-107 Violations

Sec. 4-91. Purpose.

The purpose of this Article is to impose a lodging tax on every person who, for consideration, leases or rents a hotel room, motel room, lodging room, guesthouse room, recreational vehicle PAD or other similar accommodation located in the Town for a period of less than thirty (30) consecutive days, and to require that every person who furnishes any such lodging accommodation collect and remit to the Town the tax imposed herein.

Sec. 4-92. Definitions.

For purposes of this Article, the following words shall have the following meanings:

- (a) "Lodging accommodation" means hotel room, motel room, lodging room, motor hotel room, guesthouse room, recreational vehicle PAD or other similar accommodation located in the Town that is leased, rented or otherwise furnished to persons for a period of less than thirty (30) consecutive days.
- (b) "Lodging tax" or "tax" means an excise tax payable by a person for the purchase of a lodging accommodation and also means the aggregate amount of taxes due from a vendor during the period for which such vendor is required to collect and remit the tax imposed by this Article, as more fully described in Section 4-93 below.
- (c) "Taxpayer" means a person obligated to pay the tax under the terms of this Article.
- (d) "Vendor" means a person furnishing lodging accommodations for consideration within the Town.

Sec. 4-93. Tax levied.

- (a) Lodging Tax. Effective April 1, 2016, there is levied and shall be paid and collected an excise tax of three percent (3%) on the compensation paid for the leasing, rental or furnishing of any lodging accommodation for a period of less than thirty (30) consecutive days. This tax shall be in addition to the sales tax established pursuant to Articles IV of this Chapter and any other lawfully imposed tax or fee.
- (b) Exemptions. The following transactions shall be exempt from the tax:
 - 1. Lodging accommodations provided to the United States Government, the State of Colorado, its departments and institutions, and political subdivisions thereof, including the Town, in their governmental capacities and in the conduct of their governmental functions and activities only;
 - 2. Lodging accommodations provided to any person who the Town is prohibited from taxing under the Constitution or laws of the United States or the State of Colorado;
 - 3. Lodging accommodations provided to religious, charitable and eleemosynary corporations in the conduct of their religious, charitable and eleemosynary functions and activities only; and
 - 4. Lodging accommodations provided to any person for a period of at least thirty (30) consecutive days.

Sec. 4-94. Liability for tax.

- (a) No taxpayer leasing or renting a lodging accommodation shall fail to pay the lodging tax levied pursuant to Section 4-93.
- (b) No vendor leasing, renting or otherwise furnishing lodging accommodations shall fail to collect and remit to the Town the lodging tax levied pursuant to Section 4-93. The burden of proving that any transaction is not subject to the tax imposed by this Article is upon the vendor.

Sec. 4-95. Collection; remittance of tax; audit.

- (a) Every vendor providing lodging accommodations taxable under this Article shall add the lodging tax to the compensation paid for the lodging accommodation, showing the tax as a separate and distinct item on the final invoice, or equivalent thereof, and shall collect the lodging tax.
- (b) The lodging taxes collected by the vendor shall be and remain public money and the property of the Town. Until remitted to the Town, the vendor shall account for the money separately and hold such money in trust for the sole use and benefit of the Town.
- (c) The vendor shall report the lodging taxes collected on forms prescribed by the Town and shall remit such taxes to the Town on or before the twentieth (20th) day of each month for the preceding month, unless the Town, in its discretion, agrees in writing to a longer reporting period.

- (d) Every vendor shall maintain, keep and preserve suitable records of all sales made by the vendor and such other books or accounts as may be required by the Town in order to determine the amount of the lodging tax for which the vendor is liable under this Article. The vendor shall keep and preserve all such books, invoices and other records for a period of three (3) years, and the same shall be open for examination by the Town.
- (e) For the purpose of ascertaining the correct amount of the lodging tax due from a vendor under this Article, the Town or an authorized agent of the Town may conduct an audit by examining any relevant books, accounts and records of the vendor at the lodging accommodation.

Sec. 4-96. Disputes over exemption from tax; application for refund.

If a dispute arises between the taxpayer and vendor as to whether a lodging transaction is exempt from taxation, the taxpayer shall pay and the vendor shall collect the lodging tax, and the vendor shall issue to the taxpayer a receipt showing the name of the taxpayer and vendor, the lodging accommodation furnished, the date, the price for the lodging accommodation and the amount of lodging tax paid along with a brief statement of the claim of exemption. The taxpayer shall thereafter, within ten (10) days of payment of the lodging tax, be entitled to apply to the Town for a refund of such taxes. If an application is filed, the Town shall determine the question of exemption, subject to review as provided in Section 4-101.

Sec. 4-97. Disposition of funds.

The revenues derived from the lodging tax imposed by this Article shall be placed in the General Fund for expenditures for all lawful municipal purposes, including but not limited to police protection services, community and economic development services, community events and beautification projects.

Sec. 4-98. Duties and powers of Town Manager.

The administration of this Article is hereby vested in and shall be exercised by the Town Manager. The Town Manager is authorized to prescribe forms and rules and regulations for the proper administration and enforcement of the provisions hereof. The Town Manager may delegate the administration of this Article, or any part of it, subject to the limitations of this Code, to duly qualified employees and agents of the Town.

Sec. 4-99. Tax information confidential.

- (a) All specific information gained under the provisions of this Article used to determine the lodging tax collected and remitted to the Town, whether furnished by a taxpayer or a vendor or obtained through an audit, shall be treated by the Town and its officers, employees and legal representatives as confidential.
- (b) Except as directed by judicial order or otherwise provided by law, the Town, its officers, employees or legal representatives shall not divulge any confidential information obtained under the provisions of this Article. If directed by judicial order, the officials charged with the custody of such information shall be required to provide only such information as is directly ordered.

- (c) Nothing contained in this Section shall be construed to prohibit the delivery to the vendor, or to such vendor's authorized representative, of a copy of confidential information relating to such vendor, or to prevent the inspection of such confidential information by an authorized officer, employee, agent or legal representative of the Town.
- (d) Nothing contained in this Section shall be construed to prohibit the publication of statistics relating to the lodging tax if the statistics are classified to prevent the identification of particular reports or returns.
- (e) Notwithstanding the provisions of this Section, the Town may furnish to the taxing officials of the State or its political subdivisions, and other state or its subdivisions of the United States, any confidential information, provided that such jurisdiction enters into an agreement with the Town to grant reciprocal privileges to the Town and such information is to be used by the jurisdiction only for tax-related purposes.

Sec. 4-100. Penalties; assessment.

- (a) Penalty. A penalty in the amount of ten percent (10%) of the tax due or the sum of ten dollars (\$10.00), whichever is greater, shall be imposed upon the vendor and become due in the event the tax is not remitted by the twentieth (20th) day of the month as required by this Article, or such other date as prescribed by the Town, and one and one-half percent (1.5%) interest shall accrue each month on the unpaid balance.
- (b) Penalty due to fraud. If the Town Manager determines that the tax is not paid due to fraud with the intent to evade the tax, then, in lieu of the penalty set forth in Subsection (a), the Town Manager shall add fifty percent (50%) of the total amount of the tax due and one and one-half percent (1.5%) interest each month on the unpaid balance.
- (c) Assessment. If any vendor fails to remit the tax imposed by this Article, the Town Manager may make an estimate, based upon available information, of the amount of tax due and add the penalty and interest provided above. Such estimate shall thereupon become an assessment, and such assessment shall be final, due and payable.
- (d) Notice. The Town Manager shall mail notice of the amount of lodging tax due, together with penalties and interest, pursuant to the foregoing subsections, by certified mail to the vendor at the address indicated in the Town's records, and such amount shall be due and payable from the vendor to the Town within ten (10) days from the date of service of the notice or the date of mailing by certified mail; provided, however, that, within the ten (10) day period, the vendor may petition the Town for a revision or modification of the amount due as provided in Section 4-101 below.
- (e) Waiver. The Town Manager is hereby authorized to waive, for good cause shown, any penalty assessed pursuant to this Section.

Sec. 4-101. Administrative review; appeals.

- (a) Petition. A taxpayer or vendor who disputes the amount of the lodging tax due or who disputes any determination made by or on behalf of the Town pursuant to and by the authority of this Article may, within ten (10) days of such assessment or determination, petition for a hearing on a revision or modification of such assessment or such determination. The petition shall be in

writing, filed with the Town Clerk and contain facts and figures in support of the position alleged therein. The petition shall be submitted under oath in writing or orally at the duly scheduled hearing. Only one petition in connection with a particular assessment or determination may be filed, except upon a showing of changed circumstances sufficient to justify the filing of an additional petition.

- (b) Hearing. The Town Manager may hold a hearing on the petition or may designate another person as a hearing officer with authority to hold such hearing. The hearing shall be held within a reasonable time after the filing of a petition at the Town Hall or other place as designated by the hearing officer, and notice thereof and the proceedings shall otherwise be in accordance with the rules and regulations issued by the Town. The petitioner shall have the burden of proof.
- (c) Order. Within thirty (30) days of a hearing, the hearing officer shall make written findings of fact and conclusions based upon all relevant information contained in the petition and presented at the hearing. The hearing officer's determination shall be considered a final order of the hearing officer, which may, within thirty (30) days of its issuance, be appealed to the Town Council.
- (d) Appeal to Town Council. An appeal to the Town Council shall be in writing, filed with the Town Clerk and allege with particularity the errors and omissions contained in the final order. The appellant shall, at that time of making such appeal, pay to the Town Treasurer a docket fee in the amount of fifty dollars (\$50.00). Written notice of the hearing shall be given to all parties concerned at least seven (7) days prior to the hearing. The appellant shall have the burden of proof on appeal. Within thirty (30) days of the hearing, the Town Council shall make its final determination and affirm, modify or reverse the final order. Such assessment shall be considered the final order of the Town and may be reviewed under Rule 106(a)(4) of the Colorado Rules of Civil Procedure, provided that the taxpayer gives written notice to the Town of such intention within ten (10) days after receipt of the final order.
- (e) Service. Service by certified mail, return receipt requested, shall be conclusive evidence of service for the purpose of this Article.

Sec. 4-102. Liens.

The lodging tax imposed by this Article, together with penalties and interest, shall be and, until paid, shall remain, a first and prior lien on tangible personal property in which the vendor responsible to collect and remit the tax has an ownership interest, subject only to valid mortgages or other liens of record at the time of and prior to the recording of a notice of lien. Such lien may be certified and recorded as a charge against such tangible personal property and collected, along with costs of such collection, as provided by law.

Sec. 4-103. Recovery of unpaid taxes by action at law.

The Town Manager may treat due and unpaid lodging taxes, together with penalties and interest, as a debt owed to the Town and recover such debt in an action at law. In such case, the Town may recover, in addition to the amounts due and unpaid, the reasonable attorney fees and collection costs incurred with respect thereto. The vendor's return on the prescribed forms or the Town Manager's assessment as herein provided, as the case may be, shall be prima facie proof of amount due.

Sec. 4-104. Status of unpaid taxes in bankruptcy and receivership.

Whenever the business or property of a vendor subject to this Article is placed in receivership, bankruptcy or assignment for the benefit of creditors, or seized under distraint for taxes, all lodging taxes, penalties and interest imposed by this Article, and for which the vendor is in any way liable under the terms of this Article, shall be a prior and preferred lien against all the property of the vendor, except as to other tax liens which have attached prior to the filing of the notice. No sheriff, receiver, assignee or other officer shall sell the property of any vendor subject to this Article under process or order of any court, without first ascertaining from the Town the amount of any lodging taxes due and payable under this Article and, if there are any such lodging taxes due, owing and unpaid, it shall be the duty of such officer to first pay the amount of the lodging taxes out of the proceeds of such sale before making payment of any monies to any judgment creditor or other claimants of whatsoever kind or nature, except the costs of the proceedings and other preexisting tax liens as above provided.

Sec. 4-105. Statute of limitations.

- (a) The lodging taxes for any period imposed by this Article, together with penalties and interest, shall not be assessed, nor shall notice of lien be filed, suit for collection be instituted or any other action to collect the same be commenced, more than three (3) years after the date on which the tax was or is due and payable. No lien shall continue after such period, except for taxes assessed before the expiration of such three-year period, a notice of lien with respect to which has been filed prior to the expiration of such period, and, in such cases, such lien shall continue only for one (1) year after the filing of notice thereof.
- (b) Notwithstanding the foregoing, in case of a false or fraudulent return with intent to evade taxation, the lodging tax, together with penalties and interest, may be assessed, or proceedings for the collection of such taxes may be commenced, at any time.
- (c) Before the expiration of such period of limitation, the taxpayer or vendor and the Town may agree in writing to an extension of the limitations period.

Sec. 4-106. Tax overpayments.

An application for refund of tax monies paid in error or by mistake shall be made within three (3) years after the date of payment for which the refund is claimed. If the Town determines that, within three (3) years of the due date, a vendor overpaid the lodging tax, the Town shall process a refund or allow a credit against a future remittance from the same vendor. The Town may extend the time for good cause.

Sec. 4-107. Violations.

- (a) It shall be unlawful for any taxpayer to fail or refuse to pay the lodging tax imposed by this Article, evade the payment of the lodging tax imposed by this Article or otherwise violate or fail to comply with any other provision of this Article.
- (b) It shall be unlawful for any vendor to refuse to make any return required by this Article, make any false or fraudulent return or any false statements in any return, fail or refuse to collect the lodging tax from a taxpayer, fail or refuse to remit any lodging taxes collected to the Town, evade the collection

and remittance of the lodging taxes or otherwise violate or fail to comply with any other provision of this Article.

- (c) It shall be unlawful for any person to aid or abet another in an attempt to evade the payment of the lodging tax imposed by this Article.
- (d) Any person convicted of violating any of the provisions of this Article shall be punished as provided in Section 1-62 of the Code.

Secs. 4-108- 4-120. Reserved.

Section 2. Publication and Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 17th day of February, 2016.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this 7th day of March, 2016.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

AGENDA ITEM 9B

**PROFESSIONAL
SERVICES
AGREEMENT**

(No. Second Street Improvement Project)

(TTG Engineers-Denver)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 17, 2016

ITEM NUMBER: 9B

SUBJECT: Consider Professional Services Agreement with TTG Engineers-Denver for Civil Engineering Design and Construction Drawings Preparation for the North Second Street Improvement Project

ACTION PROPOSED: Approve Agreement with TTG Engineers-Denver.

PRESENTED BY: Public Works Director

AGENDA ITEM DESCRIPTION: A Request for Proposals (RFP's) was advertised by the Town of Johnstown on January 7, 2016 in the Johnstown Breeze and on the Town's web site for civil engineering design and construction drawings preparation for the North Second Street Improvement Project (please refer to attached scope of services). In addition, the proposal was sent to several engineering firms known to have an interest in the project. A total of seven (7) firms responded to the Town's solicitation (TTG Engineers-Denver, Galloway, JR Engineering, Baseline, RG & Associates, Merrick and Rocksol).

The proposals were reviewed by Town staff for compliance with the RFP, references, and ability to perform the work.

Following a review of the proposals, scope of services and fee amount it is recommended the professional services agreement for civil engineering design and construction drawings preparation be approved with TTG Engineers-Denver (lowest cost proposal submitted).

LEGAL ADVICE: The Town Attorney has reviewed the agreement.

FINANCIAL ADVICE: According to the Town Treasurer, sufficient funds have been budgeted for the project.

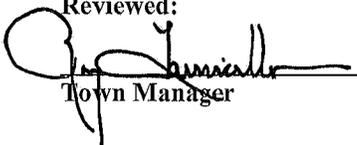
RECOMMENDED ACTION: Approve agreement with TTG Engineers-Denver for civil engineering design and construction drawings preparation for the North Second Street Improvement Project.

SUGGESTED MOTION:

For Approval: I move to approve the professional services agreement with TTG Engineers-Denver for civil engineering design and construction drawings preparation for the North Second Street Improvement Project in an amount not to exceed **\$47,000** 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 17th day of February, 2016, by and between THE TOWN OF JOHNSTOWN, COLORADO, hereinafter referred to as "Town," and TTG Engineers - Denver, hereinafter referred to as "Consultant."

WHEREAS, the Town needs engineering services for street improvements for N. Second Street 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:

The Consultant will provide design engineering services, more specifically defined as follows:

1. **Scope of Services.** Consultant shall perform professional services as outlined in the proposal dated January 29, 2016, attached as Exhibit C and in conformance with the requirements in Exhibit B.
2. **Term of Agreement.**
 - A. Consultant will proceed with the performance of the services called for in the attached proposal dated January 29, 2016 and attached as Exhibit C, and shall comply with the requirements of Exhibits A and B.
 - B. In providing these services, Consultant will work directly with the Town Public Works Director and under his direction.
3. **Compensation.** The Town agrees to pay Consultant the fee as outlined on the attached Exhibit C, an amount not to exceed \$ 47,000. Payment for services will 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 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.

- 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.** The Consultant assures that it will 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 admitted 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, the 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.** 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.
- 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.

5. **Insurance**

- A. The Consultant agrees to obtain and maintain, at the Consultant's expense, such insurance as will protect the Consultant from claims under the Workmen's Compensation Act, and such comprehensive general liability insurance and automobile liability insurance as will 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. The Consultant shall be responsible for all damages, including all normally foreseeable damages, resulting from negligent errors and omissions of the Consultant.

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 the 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:

TTG Engineers - Denver
Attn: Taylor Goertz, P.E.
9222 Teddy Lane
Lone Tree, CO 80124

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.

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

CONSULTANT:
T. C. G.

By: Associate Principal
Title

STATE OF COLORADO)
)ss

COUNTY OF Douglas)

SUBSCRIBED AND SWORN to before me this 3rd day of February, 2016, by
Taylor C. Goertz as the Associate Principal TTG Engineers, Inc.

WITNESS my hand and official seal.

My commission expires: 11/17/2018

Christine L. Caudill
Notary Public

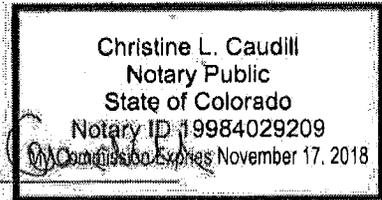


EXHIBIT A
Special Provisions Required by HB 1343

A. Certification. By entering into this Agreement, Contractor hereby confirms that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor who fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Confirmation.

1. Contractor has confirmed or attempted to confirm through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

2. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

i. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

Exhibit B

Civil Engineering Design and Construction Drawings Preparation North Second Street Project

Scope of Services:

Phase 1

Coordinate aspects of the project with the Town staff, utilities and irrigation companies as needed. Conduct field investigations that will include establishing the survey control for the project, identifying the existing utilities, existing storm sewer crossings and drainage patterns and completing a soils testing program.

Design the roadway improvements, intersections within the project corridor and applicable drainage crossings for the associated improvements. A pavement design shall also be included in the design of the roadway improvements.

Conduct public meetings with adjacent property owners.

Develop preliminary design review plans and detailed opinions of probable construction costs that will be submitted to the Town for comments.

Phase 2

Develop final design review plans that will be submitted to the Town for comments.

After the Town has accepted the final plans, the Consultant shall supply the Town with stamped 22-inch by 34-inch mylar reproducibles along with an original stamped set of 11-inch by 17-inch plans. Generate detailed opinions of probable construction costs for the project with the final design review plans and at Advertisement.

Develop Construction Specifications that coincide with the plans that follow the Johnstown Public Improvement Design Standards and Specifications.

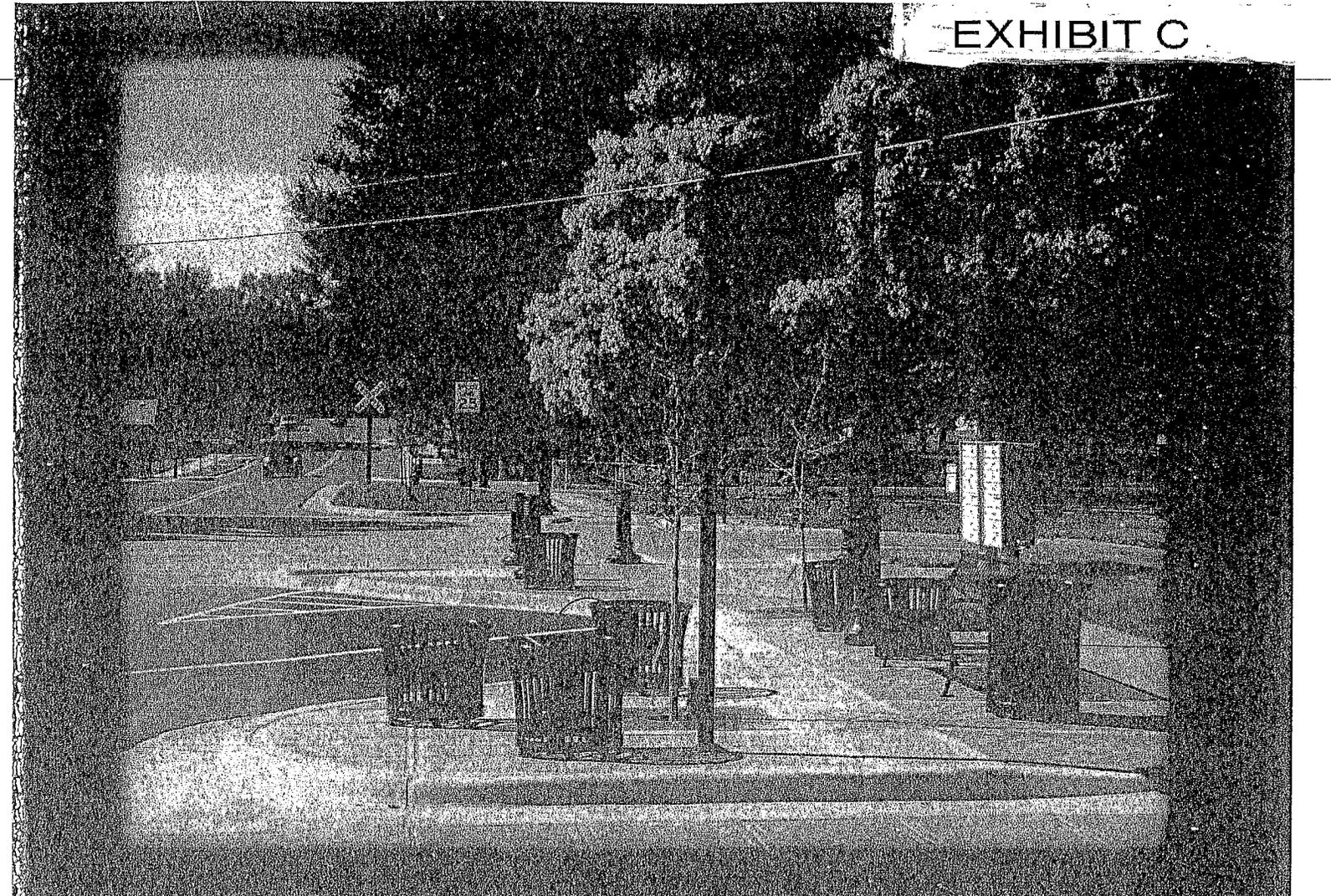
Assist the Town with the advertisement and pre-bid meeting for the Project.

Provide consultation services on as needed basis during construction.

Project Timeline: A preliminary engineering plan and cost estimate should be completed within five months of Notice to Proceed. Following Town Council approval final design drawings and specifications sufficient for bidding shall be completed within 120 days.

Work Products:

- 12 sets of preliminary design plans, specifications and related documents.
- 12 sets of final design plans, specifications and related documents.
- 20 sets of construction plans, specifications and related documents.



TOWN OF JOHNSTOWN, COLORADO
STATEMENT OF WORK & PRICE PROPOSAL
FOR
NORTH SECOND STREET PROJECT
JANUARY 29, 2016



TTG ENGINEERS-DENVER
9222 TEDDY LANE
LONE TREE, CO 80124
(303) 792-0557
TAYLOR C. GOERTZ, P.E.



STRUCTURAL, MEP, CIVIL ENGINEERING & CONSTRUCTION SERVICES

Arizona California Colorado Florida Texas Lebanon Saudi Arabia U.A.E.

January 29, 2016

Town of Johnstown, Colorado
Attention: Tom Hellen
450 S. Parish Avenue
P.O. Box 609
Johnstown, Colorado 80534

RE: Request for Proposal:
Engineering Services for N. Second Street (Parish Avenue to Greeley Street)

Dear Mr. Hellen,

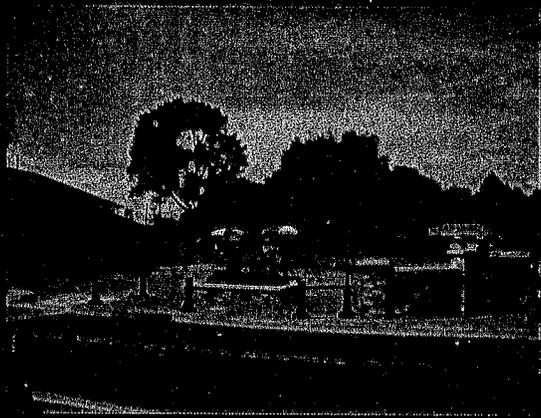
It was a pleasure meeting with you to discuss the potential **N. Second Street Improvements** project on January 14th. During our discussions of this project, it was indicated that the Town of Johnstown intends reconstruct a portion of N 2nd Street from Parish Avenue to Greeley Street. The following proposal will present in detail our anticipated scope of work and associated fees for the project, along with a preliminary estimate of the project cost for budgeting purposes.

I believe you will find the information enclosed here to be consistent with the discussions we had during the preliminary site visit and the research we conducted in preparation for this proposal. We sincerely appreciate our current service with the Town and the opportunity to provide services for this project and other projects in the future. We value the relationship we have with the Town of Johnstown and Town staff. Please contact me with any questions or comments you may have after reviewing this proposal.

Sincerely,

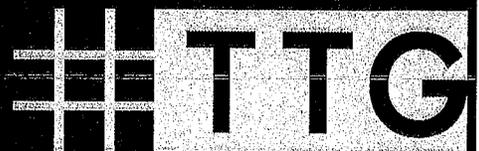
Taylor C. Goertz, P.E.
Associate Principal
TTG Engineers





PROJECT UNDERSTANDING

Serving Communities by Combining Vision with Common
Sense and Superior Service



PROJECT UNDERSTANDING

The Town of Johnstown has identified North Second Street as a critical corridor with a large “first impression” for visitors and residents alike. The Second Street corridor provides a direct route to the Roosevelt High School which places host to many high school sanctioned events from sporting events to concerts. This attraction brings many visitors to the Town along Second Street, creating that first impression. Town leadership has indicated improving this corridor with replacement/addition of curb, gutter, and sidewalk in addition to new asphalt pavement and possibly other streetscape enhancements that make traveling through this corridor as an experience.

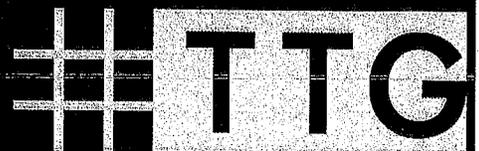
The improvements to the Second Street corridor include the following:

- Replacing existing concrete flatwork including curb, gutter, and sidewalks.
- At a minimum, rotomilling the existing asphalt and overlaying the street with a new 2-inch top lift of asphalt (and possibly full reconstruction of pavement section).
- Adding a curb, gutter, and sidewalk section to the south side of North Second Street, east of the Hillsboro Ditch.
- Adding a concrete shoulder to the north side of North Second Street, east of the Hillsboro Ditch.
- Installing a pedestrian crossing over the Hillsboro Ditch.
- Include on-street parking on North Second Street between Greeley Street and the Hillsboro Ditch.
- Possibly adding bike lanes to this corridor from Greeley Street to Parish Avenue.
- Possibly enhancing pedestrian crosswalks similar to the Downtown Streetscape projects.
- Possibly replace the existing waterline underneath North Second Street.
- Relocating street lights as necessary.
- Installation of storm sewer improvements to convey storm flow from streets.

PROJECT APPROACH



Serving Communities by Combining Vision with Common
Sense and Superior Service



PROJECT APPROACH

TTG will approach this project similar to other successful projects completed for the Town of Johnstown. This approach includes systematic and effective means of communication of the project to Town staff, residents, and business owners.

Initially, TTG will compile all base information including completing a field land survey of the existing improvements, determining limits of right-of-way, establishing survey control, and determine locations of utilities. This data will be compiled using existing sketch maps, field investigations, and other resources to complete a comprehensive AutoCAD base file that will be utilized in preparing planning exhibits (Conceptual Plan) and final construction plans.

The communications of the project will begin with initial meetings with Town staff to create a conceptual exhibit of the desired improvements for the Second Street corridor. During these initial meetings with the Town, TTG will develop goals and outcomes of this project. We will follow these goals and outcomes throughout the design process as a guideline to ensure TTG is delivering the exact product that the Town desires.

This conceptual exhibit will become the talking piece of the project and will be utilized when conducting public meetings with adjacent property owners including the High School (and its leadership committee). TTG recommends holding public meetings either at the Town or perhaps even at the High School to maximize participation by the public and by High School staff and students.

TTG will compile comments and suggestions from these public meetings and prepare final recommendation to Town Staff and Council for approval to proceed to the next phase, final design.

As the key with any project, TTG will make effort to ensure all of the key stakeholders involved with the project fully support the project concept. Without the positive support of these stakeholders, the project is destined for failure at some level; it will be TTG's job to ensure this does not happen! A brief outline of these steps is included below with descriptions of each step.

Base Map – Utilizing existing information and collecting field data with the use of GPS technology, TTG will create a base map of the existing improvements that includes existing right of way information, topography, and existing utility information.

Conceptual Improvement Plan – TTG will prepare a planning document that illustrates the proposed improvements to Second Street. This plan will demonstrate the overall scope of the project, constraints found during initial design, typical design details to be implemented, opportunities for Add Alternative bid items, and a preliminary cost estimate. TTG will seek guidance and feedback from the Town staff and councilmembers during this phase of the design.

Public Input – During this phase of the design, TTG representatives will join with Town staff to present the Conceptual Improvement Plan to the public for input, questions, and concerns. This will be hosted as a public forum in which TTG will provide a brief presentation and then open up the meeting to any questions or comments. TTG asks for assistance from the Town in hosting the meeting and advertising a notice to the public seeking input.

PROJECT APPROACH

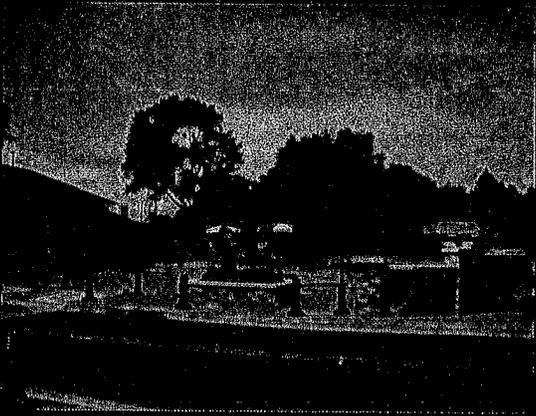
Updated Preliminary Plan – Based on feedback from the Public Input meeting and concurrence by the Town staff, TTG will prepare a more detailed plan of the proposed improvements to the scope of streets. This preliminary plan will provide more detailed plans for aesthetic treatments to the streetscape portions of the project and will include an updated cost estimate with add alternative schedules.

Final Construction Plans and Specifications – TTG will prepare a full set of construction plans for the proposed improvements based on the approved Preliminary Plan. This plan will include improvement layout/design including horizontal/vertical information for storm sewer improvements, curb and gutter layout, sidewalk design, street lighting design, striping modifications, street sign layout, streetscape layout (stamped concrete, color concrete, etc), grading and erosion control plan, construction survey control plan, plan details, and other pertinent data required to construct improvements from. This phase shall also include detailed project specifications and contract obligations between the Town and prospective bidders under the form of a Project Manual, including a bid form with a schedule of values including add alternatives.

Bidding Phase – TTG shall assist the Town in acquiring a qualified Contractor to complete the scope of construction work documented in the Final Construction Plans and Specifications. TTG will provide representation and assistance for advertisement, pre-bid meeting, issuance of bid addendums and responses to bidder's questions.

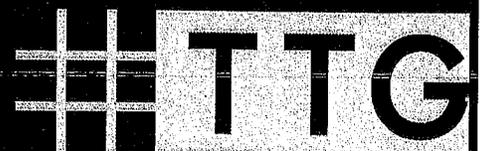
Construction Phase – TTG shall assist the Town with construction management tasks during construction including shop drawing review/approval, product control, scheduled site visits (1 visit every 2 weeks), and field any questions during construction. TTG will also assist the Town with reviewing any pay applications and project close out.

Critical issues identified with this project include difficulties in obtaining additional right-of-way, vertical perimeter constraints, integrating non-vehicular uses, and utility and landscaping conflicts. Controlling overall project costs and project schedule are vital to this project being successful. TTG's proposed scope provides cost effective design elements by minimizing impacts to existing improvements while creating a desirable Second Street corridor.



QUALIFICATIONS & REFERENCES

Serving Communities by Combining Vision with Common
Sense and Superior Service

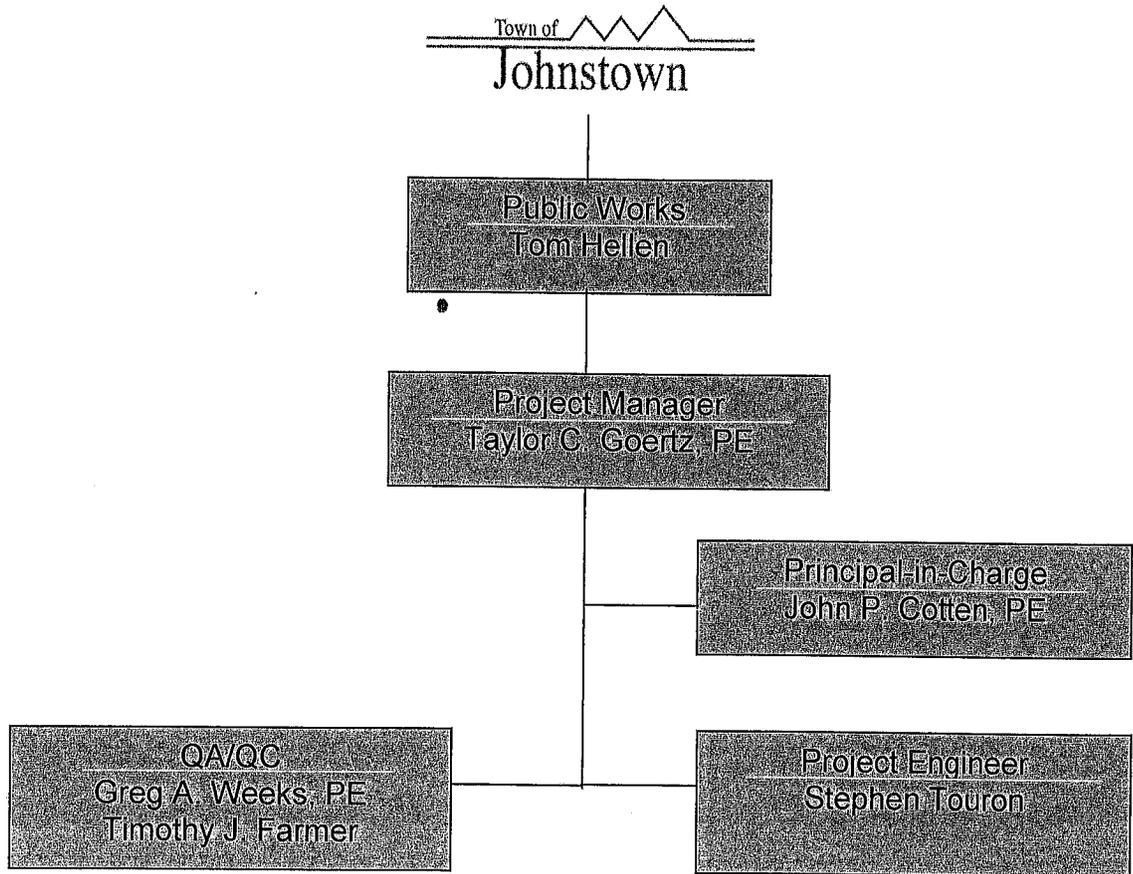


QUALIFICATIONS & REFERENCES

PROJECT TEAM

TTG is well suited to complete the civil engineering services for Johnstown's North Second Street Project; the following organizational chart reflects those individuals who will be involved in the project.

ORGANIZATIONAL CHART



CONTACT PERSON / PROJECT MANAGER

Taylor Goertz will be the primary Contact for the Town of Johnstown North Second Street Project. He has been with TTG since 2000 and has been a principal with the firm since 2007. Taylor is responsible for project management and construction management on transportation, drainage, and landscaping improvements on a variety of capital improvements projects. He has over 15 years of experience specialized in capital improvements including preliminary budgeting and cost estimations, budget and asset planning, preparation of construction and bidding documents, and construction management skills.

QUALIFICATIONS & REFERENCES

Additional TTG staff assigned to this project is described below.

John P. Cotten, PE, Principal-in-Charge: Mr. Cotten has experience ranging from Public Works Director to Project Manager, Design Engineer, and Construction Manager on a variety of projects including major roadways; water and wastewater conveyance, storage, and treatment systems; drainage systems; municipal asset management and highway interchange program management. Projects include arterial roadways, municipal management and budgeting, capital program management, water and wastewater treatment facilities, water storage tanks, municipal reuse systems planning and implementation, pipelines, drainage and detention facilities and site planning and engineering. Mr. Cotten has been the Director of Public Works for the City of Lone Tree, Colorado by contract since 1997.

Greg A. Weeks , PE, Quality Assurance/Quality Control: - Mr. Weeks has experience as a Project Manager, Design Engineer, and Review Engineer, and Municipal (City/Township) Engineer. Projects include water conveyance and wastewater collection systems, local street projects, watershed management plans, and civil site designs. Mr. Weeks also has experience with the following project areas: preliminary designs and cost estimates, final design packages, plan and specification review and distribution, bid estimates, addenda, and tabulations.

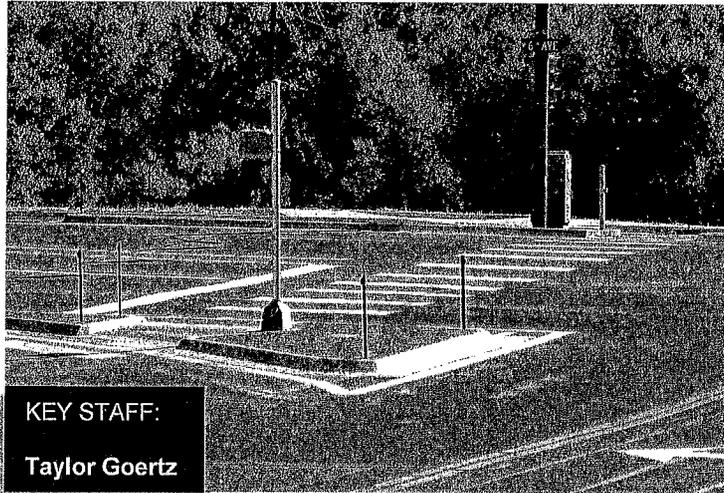
Stephen Touron, EIT, Project Engineer: Mr. Touron has 3 years' experience as a project engineering in preparation of construction plans on a variety of municipal and land development projects. His projects include roadway design and site developments including utility improvements.

The TTG team listed above will be able to deliver an effective design plan to the Town while maintaining budget and schedule. The qualifications of the team members are based on previous experience of projects of similar size and scope. This same team has completed several projects similar to this project and is identified below.

RECENT PROJECT EXPERIENCE

TTG offers you a full spectrum of transportation solutions, from re-striping an existing road section to completing an Interstate interchange. We pride ourselves on focusing on simple, elegant designs that minimize budgets and construction schedules. We have extensive and enduring relationships with staff at the federal, state, and local levels and maintain that our past successes are key to those relationships.

Projects that have similar design elements to this project include:



CITY OF GOLDEN, COLORADO US 6 and 19th Street Pedestrian Improvements

The project included the following elements:

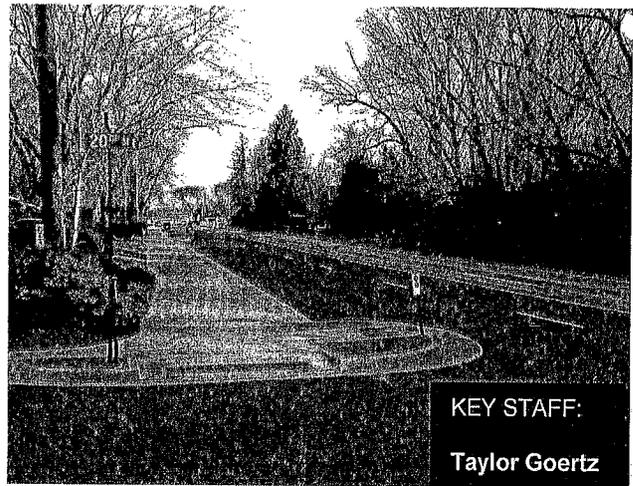
- Addition of “pork chop” islands to reduce the crossing distance from 125 feet to 74 feet and provide safe haven queuing locations.
- Countdown timers on the walk signals to give pedestrians a visual cue for light sequencing.
- Right turn improvements to

both directions of 19th Street to reduce the conflict between the crossings and turning vehicles. The improvements created safe crossings for both east and west bound directions of 19th Street. The design, coordinated and permitted through CDOT, incorporated the above design elements into a crossing that was visually and physically more appropriate for pedestrian and bicycle use without compromising the flow of vehicular traffic.

CITY OF GOLDEN, COLORADO Jackson Street Corridor Walkability Bikability Enhancements

The existing typical street section consisted of 3-foot attached walks and parallel parking on each side, with three lanes of one-way vehicular traffic.

The revised typical section included eight-foot (8') sidewalks on each side, a four-foot (4') asphalt bicycle lane (Jackson is a one-way street), parallel parking with elephant ear ends on the east side, and two traffic lanes. Added storm inlets at each intersection reduce the occurrence of nuisance icing. This project is also slated to become a FHWA test section for colored bike lanes.



The improvements made to this corridor provide an inviting environment for citizens and guests without compromising the heavy flow of vehicular traffic.

KEY STAFF:

**Taylor Goertz
Greg Weeks**



CITY OF LONE TREE, COLORADO

Chester Street Improvements

TTG provided roadway design and construction management services for the City of Lone Tree Chester Street Improvements. An auxiliary lane was constructed for northbound Chester Street from Westview Drive to County Line Road. Improvements included two retaining walls (7-foot maximum height), curb and gutter, sidewalk, handicap ramps, signal modifications, median paving, and landscaping enhancements. The

project budget was set at \$800,000. Actual design and construction was achieved for under \$510,000. The savings were a direct result of TTG staff evaluating the preliminary design and revising the final design to reduce necessary removals and to eliminate one of the retaining walls from the design.

CITY OF GOLDEN, COLORADO

Golden High School Roundabout

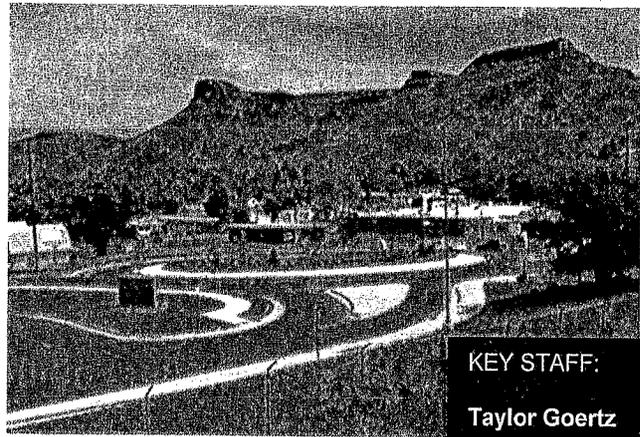
TTG, working with the City staff, conceptualized, designed, and constructed a revised intersection that utilized a roundabout.

The existing intersection was located where South Golden Road splits into the two main one-way arterials in Golden, Jackson Street southbound and Ford Street northbound with an emergency access into the adjacent Boy's School property. The new High School design

directed access traffic flow to this location, with the added pressure of high school students needing access to the commercial properties on the east side of Ford Street.

The City has embraced the use of roundabouts as a preferred alternative to signalized intersections. This seventy-foot (70') internal radius roundabout has two through lanes in both major directions, with a single lane segment for the high school entry traffic. It also serves as a regional trail crossing for South Golden Road, maintains emergency access for the Boy's School, and the internal portion of the circle is sized to act as a water quality pond.

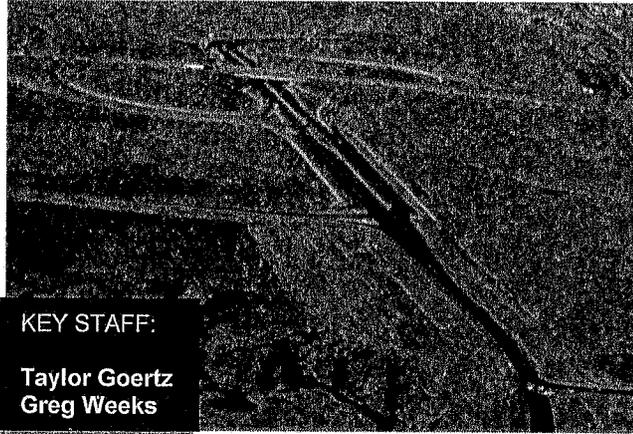
TTG was called upon to completely revise the vertical design of the roundabout upon finding a fiber optic line that was shallower than as-builts had indicated. The re-design was completed in less than forty-eight hours to avoid any delays in the construction schedule.



KEY STAFF:

Taylor Goertz

QUALIFICATIONS & REFERENCES



KEY STAFF:

**Taylor Goertz
Greg Weeks**

CITY OF LONE TREE, COLORADO RidgeGate Parkway Extension

TTG provided civil design services including roadway design, grading and erosion control, storm sewer and detention pond design, utility coordination, traffic signal design, and construction administration for the construction of RidgeGate Parkway from Interstate 25 east to Peoria Street. TTG specific tasks for this project included oversight of the

planning and design of the interchange, design of the roadway extension, construction management of the project, and act as the City representative for negotiations in with Douglas County, Colorado Department of Transportation, and the land owner. The additional construction costs were at the request of the client for upgraded streetscape improvements near the interchange. The newly constructed interchange and parkway provide an alternative east-west route to relieve an over-congested Lincoln Avenue. These roadway improvements enhanced the overall performance of the regional roadway network for the Northern Douglas County region. This project provides a prime example of the multiple capabilities TTG has to ensure a client's project is successfully completed on time and at budget.

CITY OF LONE TREE, COLORADO Park Meadows Drive Reconstruction

TTG provided design and construction management services for the City of Lone Tree Park Meadows Drive Reconstruction. The existing concrete roadway was failing due to materials failure. TTG recommended removal and replacement of the pavement based on pavement evaluation. Project budget was set at \$2 Million. As part of the bid, TTG requested alternative bids for concrete and asphalt pavement, resulting in a more competitive bid and allowing the City to expand the scope of work for this project to replace a portion of an additional street (Parkway Drive, \$500,000). The reconstruction scope included the addition of raised landscaped medians.



KEY STAFF:

**Taylor Goertz
Greg Weeks**

QUALIFICATIONS & REFERENCES

SELECTED REFERENCES

City of Lone Tree	Seth Hoffman, City Manager	303-708-1818
City of Golden	Dan Hartman, Public Works Director	303-384-8150

TTG is proud to note that we have provided over forty one combined years of uninterrupted service to the two references listed above.

RECENT JOHNSTOWN PROJECTS

TTG is proud to note that we have completed numerous engineering projects for the Town of Johnstown including the following:

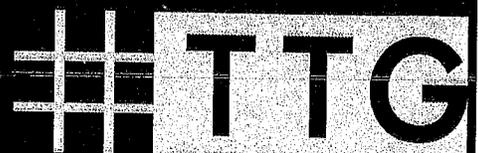
- Downtown Streetscape (Phase 1 & 2) – Parish Avenue from Highway 60 to Canal Street
- Downtown Streetscape (Phase 3, 4 & Parking Lot) – Charlotte Street from Columbine Avenue to Angove Avenue and the adjoining town parking lot.
- Town Public Works Facility and Garage – Site Plan planning and development for a Public Works facility.
- Highway 60 16" Transmission Main – Waterline Main construction from Colorado Boulevard to Telep Avenue.



WORK PROGRAM



Serving Communities by Combining Vision with Common
Sense and Superior Service



WORK PROGRAM

SCOPE OF SERVICES

The Town intends to reconstruct approximately 2,500 feet of North Second Street (from Greeley Avenue to Parish Avenue including partial reconstruction to full reconstruction of the asphalt pavement section, new concrete curb, gutter, sidewalk, storm sewer conveyance, replacement of the existing waterline underneath the roadway, crosswalk enhancements, and a pedestrian crossing for the Hillsboro Irrigation Ditch.

The following sections provide a detailed description of the preliminary (Phase 1) and final design (Phase 2) phases for the project as outlined within the Town's Request for Proposal. This scope does not include the Bidding/Negotiating or Construction Service Phases. Each phase and its associated tasks are presented along with the associated fees for each phase.

PHASE 1 (PRELIMINARY DESIGN)

- Kick-Off Meeting \$1,400
TTG: Project Manager will meet with Town Staff to have an initial site visit to discuss specific site considerations, as well as procure existing plans, photographs, or other documentation of the project limits. TTG staff will take existing records and scan for design use, and return originals and electronic copies back to Town.

TOWN: Prior to the initial meeting, we ask that Town staff will compile, as possible, existing as-built information of applicable infrastructure within the project limits.

- Underground Utility Locates
TTG will coordinate the field survey of utilities visible on the surface of the project and utility locate markings by utility operators/locators through UNCC.

TOWN: Due to limitations on the design teams ability to request utility locates through the Utility Notification Center of Colorado (UNCC), we ask that the Town request locates such that all utilities can be properly identified in the design process. Currently UNCC has been limiting locates to 1000-foot increments, so this may require several requests to complete. We request Town arrange for access to and make all provisions for Engineer/Surveyor to enter private property (as required) to perform services.

- Topographical Survey \$7,800
TTG: TTG will retain PWSI to complete a detailed topographical survey of the project limits, in order to prepare detailed design documents. Generally the survey will reflect cross sections from right-of-way to right-of-way on 50-foot intervals, picking up any identified utility locations, and other topographic information necessary to consider in the design. At the completion of the topographical survey, the information will be reflected in an AutoCAD base file for use in the final design.

WORK PROGRAM

TTG will work closely with the Town to try to schedule utility locates and survey work to avoid destruction of utility locate marks etc.

- Preliminary Design \$5,800
TTG: Utilizing survey Data TTG will produce an AutoCAD base file for use in developing design alternatives. TTG will prepare preliminary drawing exhibits to establish the proposed improvements to the corridor. The preliminary alternatives will be reviewed in person with the Town, and CWCWD staff. Based on the information contained in the preliminary design documents, provide preliminary opinion of probable project costs for each alternative for consideration in identifying the preferred alternative.
- Geotechnical Investigation and Pavement Design Report \$800
TTG will coordinate with a selected geotechnical firm to determine a soils testing program to determine existing soil conditions and preparation of a pavement design recommendation and report. TTG understands the scope of work for the soils testing and pavement design will be completed under separate contract by the Town with a qualified geotechnical engineer.
- Public Participation \$3,500
TTG will coordinate and conduct a public outreach program including public meetings per our Project Approach section of this proposal. TTG representatives will join with Town staff to present the Conceptual Improvement Plan to the public for input, questions, and concerns. This will be hosted as a public forum in which TTG will provide a brief presentation and then open up the meeting to any questions or comments. TTG asks for assistance from the Town in hosting the meeting and advertising a notice to the public seeking input.
- Updated Preliminary Plan \$2,500
Based on feedback from the Public Input meeting and concurrence by the Town staff, TTG will prepare a more detailed plan of the proposed improvements to the scope of streets. This preliminary plan will provide more detailed plans for aesthetic treatments to the streetscape portions of the project and will include an updated cost estimate with add alternative schedules.

- TOTAL PRELIMINARY PHASE (PHASE 1) \$21,800
The total fees for Phase 1 are an amount not to exceed **\$21,800**. Not included in this scope of services are: Site Clearing, Soils Investigation, Land Planning, Traffic Analysis, Photometric Analysis, Architectural, Construction Staking, Floodplain Analysis, or Construction Soils and Concrete Testing.

WORK PROGRAM

PHASE 2 (FINAL DESIGN)

- Final Design – Construction Plans and Project Specifications \$17,400
TTG will prepare a full set of construction plans for the proposed improvements based on the approved Preliminary Plan. This plan will include improvement layout/design including horizontal/vertical information for storm sewer improvements, curb and gutter layout, sidewalk design, street lighting design, striping modifications, street sign layout, streetscape layout (stamped concrete, color concrete, etc), grading and erosion control plan, construction survey control plan, plan details, and other pertinent data required to construct improvements from. This phase shall also include detailed project technical specifications and contract obligations between the Town and prospective bidders under the form of a Project Manual, including a bid form with a schedule of values including add alternatives (with engineering estimate). Using previously contract agreement forms, prepare for review and approval by TOWN, its legal counsel, and other advisors, contract agreement forms, general conditions and supplementary conditions, and bid forms, invitations to bid and instructions to bidders specific to the project. TTG will present and review final design drawings and specifications in person with Town Staff. Costs for the final bidding document production as bid sets to the Contractor are included in this price.
- Bidding Phase \$3,500
TTG shall assist the Town in acquiring a qualified Contractor to complete the scope of construction work documented in the Final Construction Plans and Specifications. TTG will provide representation and assistance for advertisement, pre-bid meeting, issuance of bid addendums and responses to bidder's questions.
- Construction Phase \$4,300
TTG shall assist the Town with construction management tasks during construction including shop drawing review/approval, product control, scheduled site visits (1 visit every 2 weeks), and field any questions during construction. TTG will also assist the Town with reviewing any pay applications and project close out.

TOTAL FINAL PHASE (PHASE 2) \$25,200

The total fees for Phase 2 are an amount not to exceed **\$25,200**. Not included in this scope of services are: Site Clearing, Soils Investigation, Land Planning, Traffic Analysis, Photometric Analysis, Architectural, Construction Staking, Floodplain Analysis, or Construction Soils and Concrete Testing.

WORK PROGRAM

EXTRA SERVICES

- Construction Management

TTG is capable of providing construction management services to the requirements and specifications of the Owner. This scope includes inspection and observation of Contractor's activities and workmanship, conformance to final construction plans and specifications, and pay application reviews and recommendations.

- Landscape Architecture

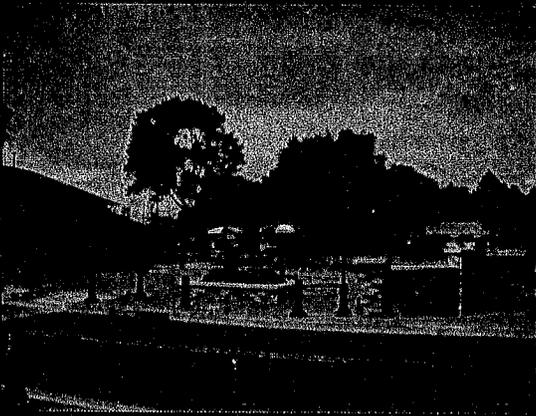
Upon completion of preliminary plans for the Second Street Improvements, TTG and the Town will determine if any landscape/irrigation design services are needed. This consultation work can be contracted directly between the Town and a qualified consultant or TTG can add this subcontract work to our original contract.

- Electrical Engineering

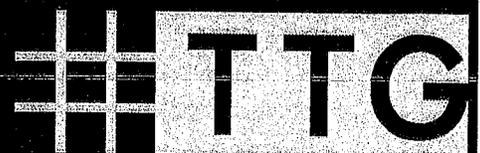
Upon completion of preliminary plans for the Second Street Improvements, TTG and the Town will determine if any electrical design services are needed. This consultation work can be contracted directly between the Town and a qualified consultant or TTG can add this subcontract work to our original contract.



PROJECT TIMELINE



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PROJECT TIMELINE

As with any project, time is of the essence for the Second Street improvements. TTG has developed a timeline that meets the requirements of the Town as outlined within the request for proposal but minimizes additional costs associated with restricted timelines. Below is an outline of the proposed TTG schedule for design of this project.

	Action Item	Number of Days to Complete
PHASE 1	• Notice to Proceed	0
	• Kick-off Meeting	15
	• Underground Utility Locates	10
	• Topographic Survey	20
	• Preliminary Design	30
	• Geotechnical Investigation	20
	• Public Participation	30
	• Updated Preliminary Plan	20
		145 DAYS
PHASE 2	• Final Design	60
	• Bidding Phase	30
	• Construction Phase	120
		210 DAYS

Critical path scheduling items during the design process and construction includes the following:

- High School Schedules and Activities
- Irrigation Ditch Constraints

TTG will coordinate design activities around the school activities to ensure minimal conflicts. Additionally, TTG will work with the Town to develop Contractor scheduling requirements for both the high school and the irrigation ditch.

**REQUEST
FOR
PROPOSAL**

Request for Proposal

Civil Engineering Design and Construction Drawings Preparation North Second Street Project

Background:

The Town of Johnstown is located in the north central part of Colorado. North 2nd Street is an existing east-west asphalt road with a 60'-70' road right-of-way between Parish Ave and Greeley Ave. The Town desires to improve the roadway to include curb, gutter, sidewalk and related drainage.

Project Timeline: A preliminary engineering plan and cost estimate should be completed within five months of Notice to Proceed. Following Town Council approval final design drawings and specifications sufficient for bidding shall be completed within 120 days.

Scope of Services:

Phase 1

Coordinate aspects of the project with the Town staff, utilities and irrigation companies as needed.

Conduct field investigations that will include establishing the survey control for the project, identifying the existing utilities, existing storm sewer crossings and drainage patterns and completing a soils testing program.

Design the roadway improvements, intersections within the project corridor and applicable drainage crossings for the associated improvements. A pavement design shall also be included in the design of the roadway improvements.

Conduct public meetings with adjacent property owners.

Develop preliminary design review plans and detailed opinions of probable construction costs that will be submitted to the Town for comments.

Phase 2

Develop final design review plans that will be submitted to the Town for comments.

After the Town has accepted the final plans, the Consultant shall supply the Town with stamped 22-inch by 34-inch mylar reproducibles along with an original stamped set of 11-inch by 17-inch plans.

Generate detailed opinions of probable construction costs for the project with the final design review plans and at Advertisement.

Develop Construction Specifications that coincide with the plans that follow the Johnstown Public Improvement Design Standards and Specifications.

Assist the Town with the advertisement and pre-bid meeting for the Project.

Provide consultation services on as needed basis during construction.

Extra Services:

Construction management and assistance services are not included in this contract at this time; however, Consultants should specify if they can provide these services that may include reviewing shop drawings, inspecting the Contractor's activities and work, insuring that the final constructed improvements adhere to the developed plans and specifications.

Any additional services beyond the basic scope above that the Consultant would desire the Town to consider in a final work product should be noted specifically as an option along with an explanation of the benefit to the Town.

AGENDA ITEM 9C

2016

Three Mile

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 17, 2016

ITEM NUMBER: 9C

SUBJECT: Consider 2016 Three Mile Plan

ACTION PROPOSED: Approve 2016 Three Mile Plan

PRESENTED BY: Town Planner John Franklin

AGENDA ITEM DESCRIPTION: Section 31-12-105(1)(e) of the Colorado Revised Statutes limits annexations by municipalities by stating that no annexation may take place, which would have the effect of extending a municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year. This section of the statutes also requires that, prior to the completion of any annexation within this three-mile range, the municipality shall have in place a plan for that three-mile wide area, which generally describes such elements as streets, waterways, utilities, parks, land uses, etc. for the area. This "Three Mile Plan" must be updated at least once each year.

Other than meeting the annexation requirement, the Three-Mile Plan has no unique value to the Town, because of the various master plans the Town has adopted and maintained for land use and infrastructure in the Johnstown Planning Area.

On January 27, 2016 the Planning and Zoning Commission voted unanimously to recommend approval of the 2016 Three Mile Plan.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: The Planning and Zoning Commission recommends approval of the 2016 Three Mile Plan.

SUGGESTED MOTIONS:

For Approval: I move to approve the 2016 Three Mile Plan.

For Denial: I move to deny approval of the 2016 Three Mile Plan.

Reviewed:


Town Manager

AGENDA ITEM 9D

**PROFESSIONAL
SERVICES
AGREEMENT
(YMCA Feasibility Study)
(PB&A, Inc.)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 17, 2016

ITEM NUMBER: 9D

SUBJECT: Consider Professional Services Agreement with PB&A, Inc., for YMCA Feasibility Study

ACTION PROPOSED: Approve Professional Services Agreement

PRESENTED BY: Town Manager

AGENDA ITEM DESCRIPTION: The Town of Johnstown desires to obtain research and analysis regarding community support for a YMCA/Community Center in the Town. The primary purpose of the study is to provide unbiased data to the Town regarding the scope of opportunities and challenges for expansion of a YMCA and related programs in Johnstown. Specifically, the research will estimate membership demand and program participation for the proposed Community Center.

As noted in the attached proposal submitted by PB&A Inc., the key component of the research will be to determine residents' reaction to the proposed Community Center being managed and programmed by the YMCA as a satellite branch of the Boulder Valley YMCA and, specifically the Ed and Ruth Lehman YMCA in Longmont.

According to the proposal, the study approach will consist of the following three phases: 1) A review of secondary demographic and psychographic information. 2) Two (2) focus groups moderated by Mr. Phil Balducci, and 3) Completion of 300 telephone interviews with a random sample of area residents who live within the estimated primary market of the proposed new YMCA/Community Center (please refer to attached proposal for a complete scope of services).

The cost of the study including travel and reimbursable expenses will not exceed \$10,995 and will require four (4) weeks from the time of questionnaire approval to completion of a full written report.

LEGAL ADVICE: The Town Attorney has reviewed agreement.

FINANCIAL ADVICE: According to the Town Treasurer, sufficient funds have been budgeted for the study.

RECOMMENDED ACTION: Approve agreement with PB&A, Inc., for YMCA Feasibility Study.

SUGGESTED MOTION:

For Approval: I move to approve the professional services agreement with PB&A, Inc., for the YMCA Feasibility Study in a total amount not to exceed \$10,995 and authorize the Mayor to sign the agreement

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

Reviewed:


Town Manager

AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this 17th day of February, 2016, by and between THE TOWN OF JOHNSTOWN, COLORADO, hereinafter referred to as "Town," and PB&A, Inc., hereinafter referred to as "Consultant."

WHEREAS, the Town desires to obtain research and analysis regarding community support for a YMCA/Healthy Living Community Center in the Town; 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:

1. **Scope of Services.** Consultant agrees to perform the professional services outlined in the proposal dated January, 2016, attached as Exhibit A and in conformance with the requirements in Exhibit B, which exhibits are attached hereto and incorporated herein by reference. Consultant shall direct and endeavor to ensure that its subcontractors comply with this Agreement.
2. **Term of Agreement.** Consultant shall proceed with the performance of the services set forth in Exhibit A. In providing these services, Consultant shall work directly with the Town Manager.
3. **Compensation.** The Town agrees to pay Consultant the fee as outlined on the attached Exhibit A, an amount not to exceed \$10,995. Payment for services shall be provided to Consultant within thirty (30) days of Consultant's providing a detailed statement to the Town.
4. **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 will protect the Consultant from claims under the Workmen's Compensation Act, and such comprehensive general liability insurance and automobile liability insurance as will 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.

5. **Termination.** The Town may terminate this Agreement with or without good cause shown by giving the Consultant 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.

6. **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:

Phil Balducci, President
PB&A, Inc.
918 River Basin Court, Suite 202
Bradenton, FL 34212

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

7. **Miscellaneous Terms.**

A. **Indemnification.** 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 Consultant.** Consultant and its employees and agents shall be considered for all purposes of this Agreement to be independent Consultants 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 will 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.** 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.** 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. **Binding Effect.** The terms and conditions of this Agreement shall be binding upon Consultant, its successors, transferees and assignees.
- N. **No Third Party Beneficiaries.** Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the Town and the Consultant.
- O. **No Public Official Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town.
- P. **Compliance with the Law.** Consultant shall comply with all federal, state and local laws in the performance of the services under this Agreement.

DONE AND DATED this 17th day of February, 2016.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

CONSULTANT:
PB&A, Inc.

By: 
Phil Balducci, President

STATE OF FLORIDA)
)ss

COUNTY OF Manatee)

SUBSCRIBED AND SWORN to before me this 5th day of February, 2016, by Phil Balducci as the President of PB&A, Inc.

WITNESS my hand and official seal.
My commission expires: March 24, 2017

Notary Public

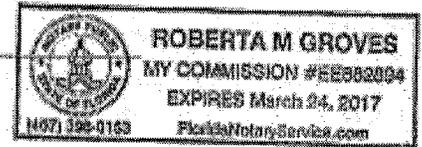


EXHIBIT A

PB&A

Marketplace Intelligence

***Research for the Town of Johnstown:
Residents' Reaction and Willingness to
Support a New YMCA/Healthy Living
Community Center***

Revised: January 26, 2016

Prepared for:
Chris Coker
CEO/President
YMCA of Boulder Valley
2800 Dagney Way
Lafayette, CO 80026

PB&A Marketplace Intelligence.

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Bradenton, FL 34212

(941) 748-5053

Phil@PBAresearch.com

Objectives

The primary purpose of this study is to provide unbiased data to the Town of Johnstown regarding the scope of opportunities and challenges for expansion of YMCA healthy living facilities and programs in Johnstown. Specifically, this research will estimate membership demand (in member units) and program participation for the proposed Community Center.

A key component of this research is to determine residents' reaction to this center being managed and programmed by the YMCA as a satellite branch of the highly successful, Boulder Valley YMCA and specifically the Ed and Ruth Lehman YMCA in Longmont.

The following information will be gathered and analyzed:

- An assessment, on an unaided and aided basis, of community needs and wants in terms of health, recreation, sports, and related social service programs that can be offered by the new community center.
- The relative demand and desire for specific facilities (gym, pool, wellness center, etc.), programs (group exercise, diet and weight loss, etc.) and areas of focus (parent/child, youth development, disease/injury prevention and recovery, etc.) from this community center/YMCA, and a rank ordering of the extent to which each will/will not contribute to growth in membership/usage.
- Determine if the Johnstown community can sustain a new center of this nature, and the impact having this center run by the YMCA will have on likely membership/usage.
- Projected demand and price elasticity of demand for this new facility. That is, what impact will cost have on membership/usage?
- Based upon a proven model and primary data collected in this research, the number of member units/usage this new facility can anticipate, based upon potential specific offerings.
- Determine the optimal location within the community from up to three possible sites.
- Establish how programs should be priced and or bundled/unbundled relative to the cost of membership.
- Evaluation of the current level of awareness, image, and personal relevance of the Y and the Y mission within the service area of the new community center.
- Identification of other factors that may help or hinder the success of this new facility including reaction to other potential community partners.

PB&A believes that, if this study is completed carefully, the resulting data will be of great value to the Town of Johnstown regardless of whether the ultimate decision is to move

forward with the opening of a new community center and whether or not the decision is to partner with the YMCA.

Study Approach

PB&A recommends that this research be completed as follows:

Phase One: A review of secondary demographic and psychographic information. This review will include all available data from a variety of sources including the Town of Johnstown, Y-USA, SEER Analytics, and SDR, among others.

Phase Two: Two focus groups, moderated by Phil Balducci.

- **Group One:** The first focus group will be composed of Town of Johnstown Task Force members and any other volunteers or town employees responsible for the planning and execution of this study and the expansion. An important goal of this conversation and the second focus group will be to uncover additional issues and concerns, as well as to assure that everyone involved is comfortable with the research process.
- **Group Two:** The second focus group will be composed of formal and informal community leaders from Johnstown and the surrounding areas who may or may not be friends of the YMCA, but who are important within the geographic area to be studied. If necessary, this session can be split into two smaller group discussions.

Phase Three: Completion of 300 telephone interviews with a random sample of area residents who live within the estimated primary market area of the proposed new YMCA/community center.

The overall error range for this phase is $\pm 5.8\%$ at the 95% confidence level.

The calling plan for Phase Three will be designed in such a manner that every telephone household, regardless of whether or not a number is listed, has an equal probability of being included in the study.

PB&A will attempt five callbacks before replacing a household selected for inclusion in the sample with another home. All interviewing will be completed on weekday evenings between the hours of 5PM and 8PM, as well as during the daytime on at least one weekend. PB&A will utilize a multilingual and multi-cultural interviewing team and as such, within reason, respondents will be able to participate in their language of first choice.

PB&A will overlay an email survey in attempt to capture an adequate share of residents who rely only on their mobile device rather than a landline telephone. It is important to

note that the quality of sample available for this type of email survey varies significantly from location to location. Based upon our preliminary observation, it appears that we can indeed purchase a sufficiently high quality sample of the approximate PMA.

Responsibilities of PB&A Marketplace Intelligence

- Design of survey instruments.
- Sample design.
- Interviewer instruction and supervision.
- Complete telephone/online interviews.
- Data coding and tabulation.
- Professional analysis of data.
- Final, comprehensive written report.
- Oral presentation of results by Phil Balducci (if desired).

PB&A will provide an electronic copy of the report, which can be easily reprinted as needed. In addition, PB&A will work closely with the Y/Town in preparation of any type of presentation materials deemed necessary.

If desired, Phil Balducci will conduct an oral presentation of the results. This presentation can be formal or informal, but our typical format includes an explanation of key findings, conclusions, and recommendations using PowerPoint and individual handouts, followed by a group discussion, and question and answer session.

After the final report and presentation, PB&A will be available for further consultation at no charge and will work closely with the task force, Town of Johnstown and the YMCA to put together additional materials that may aid in bringing the story of the potential new facility to the community.

Phil Balducci and the Town of Johnstown

Phil Balducci is a long-time supporter of the YMCA, and much of his experience that is relevant to this project comes from volunteering and working within the YMCA movement. However, it is the Town of Johnstown that will receive all of our attention for this research. The goal is to provide the best possible facility and programs for the residents of Johnstown, regardless of whether it is a YMCA or an entity managed and programmed without the Y.

Phil Balducci, will be the primary contact with the task force and the Town for this project, and will be the author of this study. Phil will be available at no cost to any member of the study team 24 hours a day by phone 813-760-3811 (cell) or email (phil@pbaresearch.com).

Phil became involved in the Y movement more than twenty years ago as a volunteer for the Tampa YMCA. His company (PB&A) has worked successfully with more than 300 large and small Y associations across the country, as well as the YMCA of the USA, and the YMCA Retirement Fund.

PB&A has completed numerous studies for municipalities that measure the benefits and drawbacks of partnering with the Y. These include research on behalf of Rochelle, IL; Redwood City, CA; Morgan Hill, CA; Rainier Beach, WA; and Snoqualmie, WA, among others. Many of the research projects completed by PB&A that are similar in nature to what is being proposed here also include potential partnerships with hospitals, universities, libraries, etc.

PB&A offers local Ys and their partners research and analytical services that meet and exceed industry standards for quality and integrity at reasonable costs.

In addition to these community-based research initiatives, PB&A works with a wide variety of the highly regarded companies and organizations, including Mercedes Benz, Audi, Liberty Mutual, Dunkin' Brands, the CIA, and the American Cancer Society, among others.

To learn more about recent research projects and their outcomes that are relevant to what is being requested by the task force, please feel free to contact:

Chris Beth
Director of Parks and Recreation
Redwood City
650-780-7253

Bob Gilbertson, CEO
The YMCA of Greater Seattle
206-382-5003

Rob Wilkinson, CEO
The Kishwaukee Family YMCA
815-756-9577

John Mikos, COO
The YMCA of Greater Kansas City
816-561-9622

Kathy Riggins, CEO
YMCA of Silicon Valley
408-298-3888

Timeline

This research will require 4 weeks from the time of questionnaire approval to completion of a full written report. At present, PB&A could begin this study in March. An important step in completing this study in a timely manner is beginning to plan, schedule, and recruit focus group participants as soon as possible.

Pricing

The cost of this research is \$8,995. This includes all aspects of the research except travel costs for Phil Balducci to come to Johnstown. He will travel to Johnstown for the initial focus groups and then, if desired, again to present the final results. PB&A will do everything possible to hold travel expenses down. Travel expenses will not exceed \$2,000 and the town will only be billed for the actual cost.

The Task Force or the Town of Johnstown will be billed 50% of research costs upon acceptance of this project and the remaining 50% upon completion of the final report.

If acceptable as proposed, please sign and date below, and return a copy of this executed contract back to us. We will return a countersigned copy to you along with the initial invoice. If any changes or explanations are necessary, please do not hesitate to give us a call.

Please note that the Town of Mead is interested in a similar study. If PB&A could complete these two research projects simultaneously, it would reduce costs. If both the Town of Mead and the Town of Johnstown agree to let PB&A do these studies at the same time the cost to each municipality will be \$8,995. For Johnstown, the total cost including travel and reimbursables will not exceed \$10,995.

Agreed and accepted:

PB&A, Inc.

By: _____
Name: Phil Balducci
Title: President
Date: January 26, 2016

The Town of Johnstown

By: _____
Name: _____
Title: _____
Date: _____

**EXHIBIT B
REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES
PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS**

Consultant 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 Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

Consultant 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.

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

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that the Consultant 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 Consultant 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.

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

