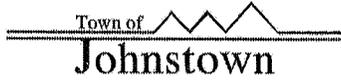


***TOWN COUNCIL***

***MEETING***

***PACKET***

**May 16, 2016**



*Town Council*

*Agenda*  
Monday, May 16, 2016  
Town Hall, Council Chambers  
450 So. Parish Avenue  
7:00 PM



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**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."*

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*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)**

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*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.*

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- 6) **CONSENT AGENDA**
  - A) Town Council Meeting –March 2, 2016
  - B) Payment of Bills
  - C) April Financial Statements
- 7) **STAFF REPORTS**
- 8) **OLD BUSINESS**
- 9) **NEW BUSINESS**
  - A) \*Public Hearing-2534 Filing No. 15, Replat of Lot 5, 2534 Filing No. 12
  - B) Consider Water and Sewer Service Agreement – SCHEELS ALL SPORTS INC.
  - C) Consider Resolution No. 2016-07, Financial Match Support for North I-25 TIGER and FASTLANE Grant Applications
  - D) Consider Award of Contract to A-1 Chipseal Company for 2016 Chip Seal Project
  - E) Consider Appointment of Council Member
- 10) **COUNCIL REPORTS AND COMMENTS**
- 11) **MAYOR'S COMMENTS**
- 12) **ADJOURN**

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**WORKSESSION**

- 1) Discussion of Economic Incentives

**NOTICE OF ACCOMODATION**

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

**AGENDA ITEMS 6A-C**

**CONSENT**

**AGENDA**

- **Council Minutes – May 2, 2016**
  - **Payment of Bills**
  - **April Financial Statements**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** May 16, 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-May 2, 2016
- B) Payment of Bills
- C) April Financial Statements

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**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.

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**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** Approve Consent Agenda

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**SUGGESTED MOTION:**

**For Approval:** I move to approve the Consent Agenda.

**For Denial:**

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**Reviewed:**

  
Town Manager

**COUNCIL  
MINUTES**

The Town Council of the Town of Johnstown met on Monday, May 2, 2016 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor James led the Pledge of Allegiance.

#### Roll Call:

Those present were: Councilmembers Lebsack, Mellon, Mitchell, Molinar Jr. and Young

Also present: Avi Rocklin, Town Attorney, Roy Lauricello, Town Manager, Brian Phillips, Chief of Police and Diana Seele, Town Clerk/Treasurer

#### Agenda Approval

Councilmember Lebsack made a motion seconded by Councilmember Mellon to amend the agenda to add Item 9C. Executive Session to discuss the proposed Scheel's water agreement. Motion carried with a unanimous vote.

#### Consent Agenda

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

- April 18, 2016 Town Council meeting minutes
- Consider Great Western Railway of Colorado, LLC Crossing Rehabilitation Agreement

Motion carried with a unanimous vote.

#### New Business

A. Resolution No. 2016-05, A Resolution Authorizing the Deposit of Town Funds at Banks Designated by the Banking Board As Eligible Public Depositories – This resolution adds Mayor Scott James and Mayor Pro-Tem Gary Lebsack as recommended signatories for the Town and removes former Mayor Mark Romanowski. Councilmember Mellon made a motion seconded by Councilmember Young to Approve Resolution No. 2016-05, A Resolution Authorizing the Deposit of Town Funds at Banks Designated by the Banking Board as Eligible Public Depositories. Motion carried with a unanimous vote.

B. Resolution No. 2016-06, A Resolution Appropriating Additional Sums of Money to Defray Expenses and Transfers in Excess of Amounts Budgeted for the Town of Johnstown, Colorado – The Water Enterprise Fund is anticipated to exceed the adopted budget, the approval of Resolution No. 2016-06 formalizes the appropriation of additional sums of money to defray the additional expenses in the Water Enterprise Fund. Councilmember Mellon made a motion seconded by Councilmember Mitchell to approve Resolution No. 2016-06, A Resolution Appropriating Additional Sums of Money to Defray Expenses and Transfers in Excess of Amounts Budgeted for the Town of Johnstown, Colorado. Motion carried with a unanimous vote.

Johnstown, Colorado

-2-

May 2, 2016

C. Executive Session - Councilmember Mellon made a motion seconded by Councilmember Lebsack to recess into Executive Session at 7:28 p.m. for a conference with the Town Attorney to discuss the proposed Scheel's water agreement. Motion carried with a unanimous vote.

Mayor James reopened the regular meeting at 7:45 p.m. and stated the only item discussed was the proposed Scheel's water agreement and no action was taken.

There being no further business to come before the Council the meeting adjourned at 7:48 p.m.

Mayor

Town Clerk/Treasurer

**PAYMENT  
OF  
BILLS**

**BILLS SUBMITTED FOR PAYMENT- MAY 2016**

ACE HARDWARE	\$	825.27
ALL COPY PRODUCTS	\$	1,064.55
ANGEL LIGHT PYROTECHNICS	\$	4,675.00
BRANDON COPELAND	\$	545.00
CANYON SYSTEMS INC	\$	594.42
CARROT-TOP INDUSTRIES	\$	331.73
CASELLE	\$	686.00
CDR PROPANE	\$	777.00
CENTURY LINK	\$	326.31
CHURCHICH RECREATION, LLC	\$	32,754.50
CINTA'S	\$	376.10
CITO'S GRADING & TRUCKING	\$	85.00
COLORADO ANALYTICAL	\$	535.00
COLORADO INSPECTION CONNECTION	\$	8,600.00
COLORADO MOSQUITO CONTROL	\$	2,890.00
DALE'S ENVIRONMENTAL SERVICES, LLC	\$	450.00
DBC IRRIGATION SUPPLY	\$	256.60
DPC INDUSTRIES (CHEMICALS)	\$	8,380.40
ELITE PRINTING GROUP LLC	\$	88.00
FARIS MACHINERY	\$	133.48
FERGUSON WATERWORKS	\$	1,127.35
FIRST CLASS SECURITY SYSTEMS	\$	78.90
FIRST NATIONAL BANK	\$	1,301.97
FRONTIER FERTILIZER	\$	3,432.00
G&K SERVICES	\$	258.14
GRAINGER	\$	282.20
GREYSTONE TECHNOLOGY	\$	1,075.00
GROUNDS GUYS	\$	690.00
HACH	\$	1,208.56
HARRINGTON INDUSTRIAL PLASTICS	\$	1,155.98
HAYS MARKET	\$	384.58
HELTON & WILLIAMSEN	\$	233.75
HILL & ROBBINS PC	\$	69.00
HOTSY EQUIPMENT OF NORTHERN COLORADO INC.	\$	112.50
INTELLICHOICE, INC.	\$	1,495.00
J&S CONTRACTORS SUPPLY	\$	389.03
JAKE KAUFFMAN & SON, INC.	\$	198.73
JOHNSTOWN BBQ DAY	\$	6,000.00
JOHNSTOWN BREEZE	\$	366.88
JOHNSTOWN CLOTHING	\$	225.80
JTOWN GRAPHIX	\$	36.27
LAZAR, MICHAEL A.	\$	1,293.75
LOWE'S	\$	111.18
MAC EQUIPMENT	\$	144.99
MARES AUTO	\$	465.78
MARIPOSA PLANTS	\$	85.00
MISSION COMMUNICATIONS	\$	347.40
M-J ELECTRIC	\$	374.65
NALCO	\$	2,482.62
NAPA AUTO PARTS	\$	99.56
O.J. WATSON EQUIPMENT	\$	66.43
PAETEC	\$	1,781.87

POCKET PRESS INC.	\$	170.81	
POUDRE VALLEY REA	\$	11,455.89	
PRARIE MOUNTAIN PUBLISHING	\$	308.90	
PURCHASE POWER	\$	304.94	
QUALITY WELL AND PUMP	\$	270.00	
QUILL	\$	237.64	
REX OIL COMPANY	\$	5,130.71	
RISE BROADBAND	\$	70.00	(EST)
ROCK SOFT CHENILLE & EMBROIDERY	\$	288.00	
ROCKLIN, AVI (LAW OFFICES)	\$	5,349.00	
ROYAL-T ROOTER	\$	405.00	
SLOCUM, DOUGLAS	\$	360.00	
SOUTHWEST DIRECT INC.	\$	3,578.28	
STATE OF COLORADO	\$	225.00	
SUPPLYWORKS	\$	734.43	
TDS	\$	386.70	
THE HARDWARE SHOP	\$	360.00	
T.M.SHARPE LLC	\$	100.00	
TOTAL DOOR LOGISTICS	\$	617.50	
TRAFFIC SIGNAL CONTROLS, INC.	\$	1,273.00	
TRU GREEN	\$	408.00	
UNITED POWER	\$	749.10	
UTILITY NOTIFICATION CENTER	\$	543.40	
VERIZON WIRELESS	\$	1,699.56	
WASTE MANAGEMENT	\$	45,575.98	
WINTERS, HELLERICH & HUGHES	\$	1,590.00	
WIRELESS ADVANCED COMMUNICATIONS	\$	408.75	
XCEL ENERGY	\$	34,692.45	
YOST CLEANING	\$	1,922.00	
YOUTH FAMILY CONNECTIONS	\$	5,340.00	
	\$	<b>216,304.27</b>	

**APRIL  
FINANCIAL  
STATEMENTS**

# EXECUTIVE SUMMARY APRIL 2016

33.00%

	Actual	Budget	Variance	%
<b>GENERAL</b>				
<u>Revenues</u>	3,601,007.00	7,417,300.00	3,816,293.00	49%
<u>Expenditures</u>				
Legislative	9,963.00	34,600.00	24,637.00	29%
Judicial	9,510.00	41,500.00	31,990.00	23%
Elections	14,830.00	22,500.00	7,670.00	66%
Administration	120,032.00	380,300.00	260,268.00	32%
Planning & Zoning	59,376.00	174,900.00	115,524.00	34%
Police	581,378.00	1,938,200.00	1,356,822.00	30%
Protective Inspections	43,493.00	183,700.00	140,207.00	24%
Streets	355,023.00	1,280,700.00	925,677.00	28%
Cemetery	3,276.00	38,100.00	34,824.00	9%
Animal Control	27,372.00	92,000.00	64,628.00	30%
Senior Coordinator	21,165.00	68,000.00	46,835.00	31%
Parks	4,248.00	62,200.00	57,952.00	7%
Community	20,272.00	379,900.00	359,628.00	5%
Transfers	171,351.00	1,963,900.00	1,792,549.00	9%
<u>Total Expenditures</u>	1,441,289.00	6,660,500.00	5,219,211.00	22%
 Excess Revenues over Expenditures	 2,159,718.00			

# EXECUTIVE SUMMARY APRIL 2016

33%

	Actual	Budget	Variance	%
<b>WATER</b>				
<u>Revenues</u>	955,113.00	2,237,200.00	1,282,087.00	43%
<u>Expenditures</u>				
Administration	47,539.00	225,400.00	177,861.00	21%
Operations	272,182.00	1,517,800.00	1,245,618.00	18%
Transfer	-	90,000.00	90,000.00	0%
	319,721.00	1,833,200.00	1,513,479.00	17%
Excess Revenues over Expenditures	635,392.00			

## EXECUTIVE SUMMARY APRIL 2016

33.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
<b>WASTEWATER</b>				
<u>Revenues</u>	673,895.00	1,655,000.00	981,105.00	41%
<u>Expenditures</u>				
Administration	56,693.00	270,100.00	213,407.00	21%
Operation	265,496.00	1,193,000.00	927,504.00	22%
	322,189.00	1,463,100.00	1,140,911.00	22%
Excess Revenues over Expenditures	351,706.00			

CITY OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	202,226.30	1,708,888.73	3,367,000.00	1,658,111.27	50.8
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	26,642.47	85,635.76	200,000.00	114,364.24	42.8
01-01-4030-00 FRANCHISE TAXES	39,329.62	154,635.54	350,000.00	195,364.46	44.2
01-01-4040-00 PENALTIES & INTEREST	( 634.13)	( 615.28)	4,000.00	4,615.28	( 15.4)
01-01-4070-00 SALES TAX	205,199.37	855,089.42	1,950,000.00	1,094,910.58	43.9
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
<b>TOTAL TAXES</b>	<b>472,763.63</b>	<b>2,803,634.17</b>	<b>5,948,000.00</b>	<b>3,144,365.83</b>	<b>47.1</b>
<u>LICENSES &amp; PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	.00	108.75	700.00	591.25	15.5
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	607.00	11,313.00	11,000.00	( 313.00)	102.9
01-02-4130-00 BUILDING PERMITS	103,181.43	294,992.64	280,000.00	( 14,992.64)	105.4
01-02-4140-00 DOG LICENSE & PERMITS OTHE	270.00	1,176.00	2,300.00	1,124.00	51.1
01-02-4150-00 FINGERPRINTING	39.00	69.00	200.00	131.00	34.5
<b>TOTAL LICENSES &amp; PERMITS</b>	<b>104,097.43</b>	<b>307,659.39</b>	<b>294,200.00</b>	<b>( 13,459.39)</b>	<b>104.6</b>
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	1,146.63	5,507.52	14,000.00	8,492.48	39.3
01-03-4220-00 HIGHWAY USERS TAX	32,839.75	128,876.47	340,000.00	211,123.53	37.9
01-03-4230-00 ADD. VEH. REG. FEE	4,300.00	13,256.00	42,000.00	28,744.00	31.6
01-03-4240-00 COUNTY ROAD & BRIDGE	11,912.53	21,492.48	70,000.00	48,507.52	30.7
<b>TOTAL INTERGOVERNMENTAL</b>	<b>50,198.91</b>	<b>169,132.47</b>	<b>466,000.00</b>	<b>296,867.53</b>	<b>36.3</b>
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOTS AND CARE	850.00	11,517.40	22,000.00	10,482.60	52.4
01-04-4320-00 TRASH CHARGES	42,172.50	168,060.00	460,000.00	291,940.00	36.5
01-04-4330-00 OTHER SERVICES	214.00	515.15	1,500.00	984.85	34.3
01-04-4340-00 FISHING PERMITS	105.00	155.00	600.00	445.00	25.8
<b>TOTAL CHARGES FOR SERVICES</b>	<b>43,341.50</b>	<b>180,247.55</b>	<b>484,100.00</b>	<b>303,852.45</b>	<b>37.2</b>
<u>FINES</u>					
01-05-4410-00 MUNICIPAL COURT FINES & FE	11,195.86	46,099.38	75,000.00	28,900.62	61.5
01-05-4420-00 SURCHARGE	2,240.00	8,598.35	7,500.00	( 1,098.35)	114.6
<b>TOTAL FINES</b>	<b>13,435.86</b>	<b>54,697.73</b>	<b>82,500.00</b>	<b>27,802.27</b>	<b>66.3</b>

CITY OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-06-4510-00 COMM. CENTER RENTAL FEES	2,027.50	9,539.50	10,000.00	460.50	95.4
01-06-4530-00 REFUND OF EXPENDITURES	579.49	4,634.23	5,000.00	365.77	92.7
01-06-4570-00 SCHOOL DISTRICT	.00	.00	27,500.00	27,500.00	.0
<b>TOTAL MISCELLANEOUS</b>	<b>2,606.99</b>	<b>14,173.73</b>	<b>42,500.00</b>	<b>28,326.27</b>	<b>33.4</b>
<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00 EARNINGS ON INVESTMENTS	1,276.35	41,787.16	50,000.00	8,212.84	83.6
<b>TOTAL EARNINGS ON INVESTMENTS</b>	<b>1,276.35</b>	<b>41,787.16</b>	<b>50,000.00</b>	<b>8,212.84</b>	<b>83.6</b>
<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	74,910.17	29,674.95	5,000.00	( 24,674.95)	593.5
<b>TOTAL SOURCE 08</b>	<b>74,910.17</b>	<b>29,674.95</b>	<b>50,000.00</b>	<b>20,325.05</b>	<b>59.4</b>
<b>TOTAL FUND REVENUE</b>	<b>762,630.84</b>	<b>3,601,007.15</b>	<b>7,417,300.00</b>	<b>3,816,292.85</b>	<b>48.6</b>

CITY OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00	BOARD MEMBERS COMPENSATION	3,750.00	7,425.00	22,800.00	15,375.00 32.8
01-10-5050-00	PAYROLL TAXES	286.92	568.11	1,800.00	1,231.89 31.6
01-10-5070-00	WORKMEN'S COMPENSATION	97.11	383.37	1,100.00	716.63 34.9
01-10-6522-00	INSURANCE	225.00	450.00	900.00	450.00 50.0
01-10-6544-03	EQUIPMENT/SOFTWARE - IPADS	43.23	61.93	3,000.00	2,938.07 2.1
01-10-8016-00	PROFESSIONAL SERVICES	969.84	1,074.39	5,000.00	3,925.61 21.5
	TOTAL LEGISLATIVE	5,372.10	9,962.80	34,600.00	24,637.20 28.8
<u>JUDICIAL</u>					
01-15-5011-00	SAL-JUDGE	956.25	3,150.00	12,500.00	9,350.00 25.2
01-15-5012-00	SAL-PROS. ATT.	3,770.00	6,020.00	28,000.00	21,980.00 21.5
01-15-6505-00	OFFICE EXPENSES	39.04	340.22	900.00	559.78 37.8
01-15-8016-00	PROFESSIONAL SERVICES	.00	.00	100.00	100.00 .0
	TOTAL JUDICIAL	4,765.29	9,510.22	41,500.00	31,989.78 22.9
<u>ELECTIONS</u>					
01-20-6413-00	PUBLISHING	.00	.00	700.00	700.00 .0
01-20-6526-00	SUPPLIES	13,856.42	14,158.52	15,000.00	841.48 94.4
01-20-8017-00	ELECTION JUDGES	671.50	671.50	800.00	128.50 83.9
01-20-8018-00	COORDINATING WWELD CTY	.00	.00	6,000.00	6,000.00 .0
	TOTAL ELECTIONS	14,527.92	14,830.02	22,500.00	7,669.98 65.9

CITY OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	8,032.61	24,406.10	74,000.00	49,593.90	33.0
01-25-5010-03 OVERTIME	167.34	167.34	600.00	432.66	27.9
01-25-5011-00 PART TIME OFFICE	860.38	1,912.99	7,200.00	5,287.01	26.6
01-25-5012-00 HOURLY COMMUNICATIONS STAFF	1,632.68	4,802.00	16,000.00	11,198.00	30.0
01-25-5015-00 CLEANING SALARIES	216.67	866.68	3,500.00	2,633.32	24.8
01-25-5025-00 MANAGER	6,019.17	17,962.90	52,300.00	34,337.10	34.4
01-25-5050-00 PAYROLL TAXES	1,259.56	3,711.12	11,500.00	7,788.88	32.3
01-25-5060-00 RETIREMENT FUND	1,093.08	3,115.63	9,600.00	6,484.37	32.5
01-25-5065-00 HEALTH INSURANCE	1,587.75	6,349.13	26,000.00	19,650.87	24.4
01-25-5070-00 WORKMAN'S COMPENSATION	97.11	383.37	800.00	416.63	47.9
01-25-6010-00 UTILITIES	328.33	1,220.83	6,000.00	4,779.17	20.4
01-25-6505-00 OFFICE EXPENSE	714.49	1,567.22	7,000.00	5,432.78	22.4
01-25-6506-00 UTILITY BILL MAILING	671.92	1,847.77	7,100.00	5,252.23	26.0
01-25-6510-00 TELEPHONE	133.07	401.35	2,200.00	1,798.65	18.2
01-25-6511-00 TRAINING	246.48	246.48	1,100.00	853.52	22.4
01-25-6513-00 PUBLISHING	.00	599.44	6,500.00	5,900.56	9.2
01-25-6515-00 DUES AND SUBSCRIPTIONS	195.00	2,323.56	2,900.00	576.44	80.1
01-25-6518-00 CLEANING SUPPLIES	87.82	274.00	1,600.00	1,326.00	17.1
01-25-6520-00 MILEAGE & EXPENSES	134.02	380.44	2,500.00	2,119.56	15.2
01-25-6522-00 INSURANCE & BONDS	3,750.00	7,500.00	15,000.00	7,500.00	50.0
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	218.79	441.13	3,800.00	3,358.87	11.6
01-25-8010-00 AUDIT	.00	.00	9,200.00	9,200.00	.0
01-25-8012-00 COMPUTER PROFESSIONAL SERV	423.30	3,095.12	10,000.00	6,904.88	31.0
01-25-8014-00 LEGAL	5,091.00	11,723.30	37,500.00	25,776.70	31.3
01-25-8015-00 TAPING MEETINGS	545.00	1,907.50	7,000.00	5,092.50	27.3
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	2,802.69	22,826.14	52,000.00	29,173.86	43.9
01-25-9028-00 COMMUNICATIONS	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL ADMINISTRATION</b>	<b>36,308.26</b>	<b>120,031.54</b>	<b>380,300.00</b>	<b>260,268.46</b>	<b>31.6</b>

CITY OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING &amp; ZONING</u>					
01-30-5010-00 SALARIES	13,011.24	38,883.64	112,900.00	74,016.36	34.4
01-30-5050-00 PAYROLL TAXES	985.21	2,933.99	8,700.00	5,766.01	33.7
01-30-5060-00 RETIREMENT FUND	1,201.65	3,591.09	10,500.00	6,908.91	34.2
01-30-5065-00 HEALTH INSURANCE	1,305.62	5,207.38	16,800.00	11,592.62	31.0
01-30-5070-00 WORKMENS COMPENSATION	97.11	383.37	1,600.00	1,216.63	24.0
01-30-6010-00 UTILITIES	85.56	523.86	3,400.00	2,876.14	15.4
01-30-6505-00 OFFICE SUPPLIES	47.13	172.29	2,500.00	2,327.71	6.9
01-30-6510-00 TELEPHONE	115.86	349.73	1,400.00	1,050.27	25.0
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	400.00	400.00	800.00	400.00	50.0
01-30-6520-00 MILEAGE & EXPENSES	.00	.00	100.00	100.00	.0
01-30-6522-00 INSURANCE AND BONDS	600.00	1,200.00	2,400.00	1,200.00	50.0
01-30-6544-04 MACHINERY AND EQPT.	.00	.00	500.00	500.00	.0
01-30-8012-00 COMPUTER PROFESSIONAL SERVICES	144.30	541.40	2,000.00	1,458.60	27.1
01-30-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-30-8016-00 PROFESSIONAL SERVICES	.00	89.58	5,000.00	4,910.42	1.8
01-30-8017-00 NORTH FRONT RANGE MPO	.00	5,100.00	5,100.00	.00	100.0
TOTAL PLANNING & ZONING	17,993.68	59,376.33	174,900.00	115,523.67	34.0

CITY OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	116,356.74	347,837.43	1,075,500.00	727,662.57	32.3
01-35-5010-03 OVERTIME PAY	445.33	1,407.77	15,000.00	13,592.23	9.4
01-35-5013-00 CLERICAL SALARIES	3,847.20	12,697.42	35,100.00	22,402.58	36.2
01-35-5015-00 PART-TIME SALARIES	2,983.93	5,621.06	35,200.00	29,578.94	16.0
01-35-5050-00 PAYROLL TAXES	9,297.35	27,485.46	89,000.00	61,514.54	30.9
01-35-5060-00 RETIREMENT	6,831.11	20,415.08	65,000.00	44,584.92	31.4
01-35-5065-00 HEALTH INSURANCE	19,784.91	78,002.85	311,000.00	232,997.15	25.1
01-35-5070-00 WORKMEN'S COMPENSATION	4,661.28	18,401.70	51,000.00	32,598.30	36.1
01-35-6010-00 UTILITIES	1,008.31	3,729.18	16,400.00	12,670.82	22.7
01-35-6505-00 OFFICE EXPENSE	325.96	1,296.44	8,000.00	6,703.56	16.2
01-35-6510-00 TELEPHONE	532.50	1,599.18	7,500.00	5,900.82	21.3
01-35-6511-00 TRAINING	1,272.00	1,878.94	10,000.00	8,121.06	18.8
01-35-6513-00 PUBLISHING	.00	503.38	1,000.00	496.62	50.3
01-35-6515-00 DUES AND SUBSCRIPTIONS	.00	.00	1,200.00	1,200.00	.0
01-35-6518-00 CLEANING SERVICES	697.19	2,611.59	8,100.00	5,488.41	32.2
01-35-6522-00 INSURANCE AND BONDS	12,075.00	24,150.00	48,300.00	24,150.00	50.0
01-35-6524-00 GAS AND OIL	1,844.12	4,437.02	38,000.00	33,562.98	11.7
01-35-6526-00 OPERATING SUPPLIES	44.00	140.50	7,000.00	6,859.50	2.0
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	15,613.28	16,000.00	386.72	97.6
01-35-6544-02 COMPUTER SYSTEMS	.00	18.17	2,500.00	2,481.83	.7
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	858.50	3,600.00	2,741.50	23.9
01-35-6544-10 OFFICE IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
01-35-6544-11 POLICE EQUIPMENT	282.60	350.40	12,500.00	12,149.60	2.8
01-35-7010-00 BLDG. REPAIR & MAINT.	.00	399.64	8,000.00	7,600.36	5.0
01-35-7020-00 REPAIRS AND MAINTENANCE	96.58	2,809.14	10,000.00	7,190.86	28.1
01-35-8012-00 COMP. PROFESSIONAL SERVICE	691.05	1,175.55	10,000.00	8,824.45	11.8
01-35-8014-00 LEGAL	465.00	558.00	3,000.00	2,442.00	18.6
01-35-8016-00 PROFESSIONAL SERVICES	500.00	700.00	5,000.00	4,300.00	14.0
01-35-8017-00 JUVENILE ASSESSMENT CENTER	.00	.00	5,400.00	5,400.00	.0
01-35-8021-00 COMP. LINK TO RECORDS	734.41	2,203.40	9,500.00	7,296.60	23.2
01-35-9022-00 JAIL FEES	.00	.00	1,500.00	1,500.00	.0
01-35-9028-00 COMMUNITY SERVICES	.00	4,476.88	4,300.00	( 176.88)	104.1
01-35-9028-03 RECORDS CONTRACT	.00	.00	5,000.00	5,000.00	.0
<b>TOTAL POLICE</b>	<b>184,776.57</b>	<b>581,377.96</b>	<b>1,938,200.00</b>	<b>1,356,822.04</b>	<b>30.0</b>

CITY OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	2,677.35	8,004.98	31,200.00	23,195.02	25.7
01-40-5050-00 PAYROLL TAXES	208.62	608.37	2,500.00	1,891.63	24.3
01-40-5060-00 RETIREMENT	116.94	342.59	1,400.00	1,057.41	24.5
01-40-5065-00 HEALTH INSURANCE	346.67	1,387.63	4,800.00	3,412.37	28.9
01-40-5070-00 WORKMEN'S COMPENSATION	97.11	383.37	1,300.00	916.63	29.5
01-40-6010-00 UTILITIES	149.72	633.58	3,900.00	3,266.42	16.3
01-40-6505-00 OFFICE EXPENSE	79.14	553.32	3,800.00	3,246.68	14.6
01-40-6510-00 TELEPHONE	115.86	349.70	1,600.00	1,250.30	21.9
01-40-6511-00 TRAINING	.00	25.00	500.00	475.00	5.0
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	87.82	152.62	800.00	647.38	19.1
01-40-6522-00 INSURANCE AND BONDS	2,050.00	4,100.00	8,200.00	4,100.00	50.0
01-40-6526-00 OPERATING SUPPLIES	.00	.00	2,000.00	2,000.00	.0
01-40-7020-00 REPAIR & MAINTENANCE	.00	136.21	2,000.00	1,863.79	6.8
01-40-8012-00 COMP. PROF. SERVICES	251.80	1,015.56	3,500.00	2,484.44	29.0
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	8,600.00	25,800.00	115,000.00	89,200.00	22.4
<b>TOTAL PROTECTIVE INSPECTIONS</b>	<b>14,781.03</b>	<b>43,492.93</b>	<b>183,700.00</b>	<b>140,207.07</b>	<b>23.7</b>

CITY OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-5010-00 SALARIES	25,330.70	81,938.33	263,000.00	181,061.67	31.2
01-45-5010-03 OVERTIME	525.42	1,020.47	7,000.00	5,979.53	14.6
01-45-5015-00 PART-TIME SALARIES	715.73	715.73	15,000.00	14,284.27	4.8
01-45-5050-00 PAYROLL TAXES	1,992.33	6,226.61	22,000.00	15,773.39	28.3
01-45-5060-00 RETIREMENT FUND	1,574.46	5,135.57	16,500.00	11,364.43	31.1
01-45-5065-00 HEALTH INSURANCE	4,470.20	20,561.03	69,400.00	48,838.97	29.6
01-45-5070-00 WORKMEN'S COMPENSATION	1,942.20	7,667.43	18,200.00	10,532.57	42.1
01-45-6010-00 UTILITIES	447.23	2,206.54	15,000.00	12,793.46	14.7
01-45-6015-00 UTILITIES - STREET LIGHTIN	18,588.57	56,188.45	235,000.00	178,811.55	23.9
01-45-6505-00 OFFICE EXPENSE	.00	69.00	600.00	531.00	11.5
01-45-6510-00 TELEPHONE	252.46	775.53	3,300.00	2,524.47	23.5
01-45-6511-00 TRAINING	.00	450.00	1,500.00	1,050.00	30.0
01-45-6515-00 DUES & SUBSCRIPTIONS	702.99	702.99	2,000.00	1,297.01	35.2
01-45-6518-00 CLEANING SUPPLIES	135.34	399.57	1,600.00	1,200.43	25.0
01-45-6522-00 INSURANCE AND BONDS	6,600.00	13,200.00	26,400.00	13,200.00	50.0
01-45-6524-00 GAS & OIL	331.90	3,786.64	18,500.00	14,713.36	20.5
01-45-6526-00 OPERATING SUPPLIES	952.36	1,594.31	4,500.00	2,905.69	35.4
01-45-6530-00 SNOW AND ICE REMOVAL	.00	18,165.24	20,000.00	1,834.76	90.8
01-45-6532-00 TRASH SERVICE	39,004.43	121,558.83	485,000.00	363,441.17	25.1
01-45-6534-00 WEED CONTROL	.00	65.60	5,000.00	4,934.40	1.3
01-45-6536-00 STREET SIGNS	120.59	120.59	4,000.00	3,879.41	3.0
01-45-6544-03 EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-45-6544-06 HOLIDAY DECORATIONS	.00	977.92	7,500.00	6,522.08	13.0
01-45-6544-07 TOOLS	161.14	531.44	2,500.00	1,968.56	21.3
01-45-6544-09 SAFETY EQUIPMENT	927.31	969.49	4,000.00	3,030.51	24.2
01-45-7020-00 REP & MAINT - EQUIP & BLDG	1,295.24	7,262.73	20,000.00	12,737.27	36.3
01-45-7030-00 REPAIR & MAINT. BLDGS.	107.32	107.32	5,000.00	4,892.68	2.2
01-45-8016-00 PROFESSIONAL SERVICES	386.90	2,625.51	4,200.00	1,574.49	62.5
<b>TOTAL STREETS</b>	<b>106,564.82</b>	<b>355,022.87</b>	<b>1,280,700.00</b>	<b>925,677.13</b>	<b>27.7</b>

CITY OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 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	194.22	766.74	1,400.00	633.26	54.8
01-50-6513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-6522-00 INSURANCE	500.00	1,000.00	2,000.00	1,000.00	50.0
01-50-6524-00 GAS & OIL	.00	.00	1,800.00	1,800.00	.0
01-50-6526-00 SUPPLIES	97.87	121.26	1,800.00	1,678.74	6.7
01-50-6533-00 TREE TRIMMING	.00	.00	3,500.00	3,500.00	.0
01-50-6534-00 FERTILIZER & WEED CONTROL	1,000.00	1,000.00	4,700.00	3,700.00	21.3
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	388.08	388.08	3,200.00	2,811.92	12.1
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
<b>TOTAL CEMETERY</b>	<b>2,180.17</b>	<b>3,276.08</b>	<b>38,100.00</b>	<b>34,823.92</b>	<b>8.6</b>
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	5,319.24	15,903.80	46,100.00	30,196.20	34.5
01-55-5010-03 OVERTIME	.00	.00	200.00	200.00	.0
01-55-5050-00 PAYROLL TAXES	393.56	1,163.19	3,600.00	2,436.81	32.3
01-55-5060-00 RET BEN	225.30	673.62	2,000.00	1,326.38	33.7
01-55-5065-00 HEALTH BEN	1,484.91	5,936.15	18,000.00	12,063.85	33.0
01-55-5070-00 WORKMENS COMPENSATION	194.22	766.74	1,700.00	933.26	45.1
01-55-6522-00 INSURANCE	925.00	1,850.00	3,700.00	1,850.00	50.0
01-55-6524-00 GAS AND OIL	162.05	288.08	2,000.00	1,711.92	14.4
01-55-6526-00 SUPPLIES	.00	279.59	1,200.00	920.41	23.3
01-55-7020-00 REPAIR & MAINTENANCE	.00	511.12	500.00	( 11.12)	102.2
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
<b>TOTAL ANIMAL CONTROL</b>	<b>8,704.28</b>	<b>27,372.29</b>	<b>92,000.00</b>	<b>64,627.71</b>	<b>29.8</b>
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	4,421.31	13,214.09	38,500.00	25,285.91	34.3
01-60-5050-00 PAYROLL TAXES	333.04	990.13	2,900.00	1,909.87	34.1
01-60-5065-00 HEALTH INSURANCE	630.67	2,528.55	8,200.00	5,671.45	30.8
01-60-5070-00 WORKMEN'S COMPENSATION	97.11	383.37	2,600.00	2,216.63	14.8
01-60-6010-00 UTILITIES	282.83	1,074.89	4,200.00	3,125.11	25.6
01-60-6510-00 TELEPHONE	121.49	357.28	1,400.00	1,042.72	25.5
01-60-6520-00 MILEAGE	121.23	383.44	3,100.00	2,716.56	12.4
01-60-6522-00 INSURANCE	400.00	800.00	1,600.00	800.00	50.0
01-60-7020-00 REPAIR & MAINTENANCE	358.65	1,433.05	5,500.00	4,066.95	26.1
<b>TOTAL SENIOR COORDINATOR PROGRAM</b>	<b>6,766.33</b>	<b>21,164.80</b>	<b>68,000.00</b>	<b>46,835.20</b>	<b>31.1</b>

CITY OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-65-5015-00	715.71	715.71	21,700.00	20,984.29	3.3
01-65-5050-00	54.75	54.75	1,700.00	1,645.25	3.2
01-65-5070-00	194.22	766.74	2,000.00	1,233.26	38.3
01-65-6010-00	343.41	961.84	10,200.00	9,238.16	9.4
01-65-6511-00	.00	.00	300.00	300.00	.0
01-65-6522-00	525.00	1,050.00	2,100.00	1,050.00	50.0
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	281.44	698.74	5,000.00	4,301.26	14.0
01-65-7025-00	.00	.00	4,500.00	4,500.00	.0
TOTAL PARKS	2,114.53	4,247.78	62,200.00	57,952.22	6.8
<u>LIBRARY</u>					
01-70-7000-00	32,641.65	130,566.60	391,700.00	261,133.40	33.3
TOTAL LIBRARY	32,641.65	130,566.60	391,700.00	261,133.40	33.3
<u>DEPARTMENT 75</u>					
01-75-6526-00	55.64	333.58	6,500.00	6,166.42	5.1
01-75-7020-00	303.00	1,212.00	10,000.00	8,788.00	12.1
01-75-7025-00	282.82	1,074.88	7,500.00	6,425.12	14.3
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	450.00	15,000.00	14,550.00	3.0
01-75-7066-00	.00	.00	3,500.00	3,500.00	.0
01-75-7070-00	5,500.00	10,175.00	24,000.00	13,825.00	42.4
01-75-7080-00	.00	.00	18,000.00	18,000.00	.0
01-75-7090-00	201.43	955.31	17,000.00	16,044.69	5.6
01-75-7100-00	.00	.00	10,000.00	10,000.00	.0
01-75-7125-00	975.00	1,950.00	15,000.00	13,050.00	13.0
01-75-7129-00	720.00	3,309.45	12,000.00	8,690.55	27.6
01-75-7130-00	162.95	811.80	5,000.00	4,188.20	16.2
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	8,200.84	20,272.02	379,900.00	359,627.98	5.3

CITY OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 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	40,784.52	140,000.00	99,215.48	29.1
01-80-7115-00 TRANSFER TO EQPT. REPLACEMENT	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL TRANSFERS OUT	<u>.00</u>	<u>40,784.52</u>	<u>1,572,200.00</u>	<u>1,531,415.48</u>	<u>2.6</u>
TOTAL FUND EXPENDITURES	<u>445,697.47</u>	<u>1,441,288.76</u>	<u>6,660,500.00</u>	<u>5,219,211.24</u>	<u>21.6</u>
NET REVENUE OVER EXPENDITURES	<u>316,933.37</u>	<u>2,159,718.39</u>	<u>756,800.00</u>	<u>( 1,402,918.39)</u>	<u>285.4</u>

CITY OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
02-00-4310-00 WATER CHARGES	127,002.48	423,376.38	1,900,000.00	1,476,623.62	22.3
02-00-4320-00 WATER TAP FEES	31,200.00	150,800.00	.00	( 150,800.00)	.0
02-00-4322-00 RAW WATER DEV. FEE	46,000.00	283,320.00	.00	( 283,320.00)	.0
02-00-4325-00 WATER REFUNDS	( 1,559.15)	( 4,256.95)	.00	4,256.95	.0
02-00-4330-00 MISCELLANEOUS	13,017.81	83,930.28	110,000.00	26,069.72	76.3
02-00-4610-00 EARNINGS ON INVESTMENTS	1,339.99	17,943.09	45,000.00	27,056.91	39.9
02-00-4830-00 TRANSFER FROM GENERAL FUND	.00	.00	182,200.00	182,200.00	.0
TOTAL SOURCE 00	217,001.13	955,112.80	2,237,200.00	1,282,087.20	42.7
TOTAL FUND REVENUE	217,001.13	955,112.80	2,237,200.00	1,282,087.20	42.7

CITY OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	3,623.46	11,486.75	36,000.00	24,513.25	31.9
02-25-5010-03 OVERTIME	.00	.00	300.00	300.00	.0
02-25-5015-00 PART-TIME SALARIES	860.38	1,912.99	7,200.00	5,287.01	26.6
02-25-5020-00 JANITORIAL SALARIES	216.87	866.67	2,700.00	1,833.33	32.1
02-25-5025-00 MANAGER	3,100.77	9,253.58	26,900.00	17,646.42	34.4
02-25-5050-00 PAYROLL TAXES	573.89	1,707.55	5,600.00	3,892.45	30.5
02-25-5060-00 RETIREMENT FUND	566.39	1,628.35	5,100.00	3,471.65	31.9
02-25-5065-00 HEALTH INSURANCE	792.48	3,166.16	12,500.00	9,333.84	25.3
02-25-5070-00 WORKMEN'S COMPENSATION	97.11	383.37	800.00	416.63	47.9
02-25-6010-00 UTILITIES	181.81	696.93	4,000.00	3,304.07	17.4
02-25-6505-00 OFFICE EXPENSE	.00	1,263.47	5,000.00	3,736.53	25.3
02-25-6506-00 UTILITY BILL MAILING	671.92	1,847.76	7,100.00	5,252.24	26.0
02-25-6507-00 BILL PRESENTMENT	.00	.00	10,000.00	10,000.00	.0
02-25-6510-00 TELEPHONE	115.86	349.70	1,800.00	1,450.30	19.4
02-25-6511-00 TRAINING & MEETINGS	85.00	710.00	1,200.00	490.00	59.2
02-25-6513-00 PUBLISHING	.00	.00	1,000.00	1,000.00	.0
02-25-6515-00 DUES AND SUBSCRIPTIONS	.00	2,229.00	2,200.00	( 29.00)	101.3
02-25-6518-00 CLEANING SUPPLIES	87.82	239.02	1,000.00	760.98	23.9
02-25-6520-00 MILEAGE & EXPENSES	.00	.00	500.00	500.00	.0
02-25-6522-00 INSURANCE & BONDS	1,625.00	3,250.00	6,500.00	3,250.00	50.0
02-25-6544-02 CAPITAL OUTLAY - COMP. SOFT	.00	190.10	2,500.00	2,309.90	7.6
02-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	300.00	300.00	.0
02-25-7020-00 REPAIR & MAINT.	.00	136.21	1,000.00	863.79	13.6
02-25-8010-00 AUDIT	.00	.00	6,000.00	6,000.00	.0
02-25-8011-00 PROF. SERV.-WATER ADJUDICATION	276.00	345.00	30,000.00	29,655.00	1.2
02-25-8012-00 COMP. PROFESSIONAL SERVICES	369.55	3,225.94	6,000.00	2,774.06	53.8
02-25-8014-00 LEGAL	418.50	620.00	8,000.00	7,380.00	7.8
02-25-8016-00 SALARY STUDY FEES	.00	.00	700.00	700.00	.0
02-25-8017-00 PROFESSIONAL SERVICES	.00	2,031.38	30,000.00	27,968.62	6.8
02-25-9028-00 COMMUNICATIONS	.00	.00	3,500.00	3,500.00	.0
TOTAL ADMINISTRATION	13,662.61	47,538.93	225,400.00	177,861.07	21.1

CITY OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-5010-00 SALARIES	21,876.30	69,698.78	225,000.00	155,301.22	31.0
02-70-5010-03 OVERTIME	261.49	828.87	10,000.00	9,171.13	8.3
02-70-5015-00 PART TIME SALARIES	.00	.00	2,600.00	2,600.00	.0
02-70-5060-00 PAYROLL TAXES	1,657.94	5,250.09	18,200.00	12,949.91	28.9
02-70-5060-00 RETIREMENT FUND	1,054.07	3,519.00	13,000.00	9,481.00	27.1
02-70-5065-00 HEALTH INSURANCE	4,374.02	17,784.93	59,000.00	41,215.07	30.1
02-70-5070-00 WORKMEN'S COMPENSATION	582.66	2,300.23	8,300.00	5,999.77	27.7
02-70-6010-00 UTILITIES	4,852.76	24,497.96	185,000.00	160,502.04	13.2
02-70-6510-00 TELEPHONE	536.42	1,776.40	7,500.00	5,723.60	23.7
02-70-6511-00 TRAINING	.00	1,155.00	3,000.00	1,845.00	38.5
02-70-6518-00 CLEANING SUPPLIES	135.34	399.57	1,600.00	1,200.43	25.0
02-70-6522-00 INSURANCE	5,000.00	11,184.50	25,000.00	13,815.50	44.7
02-70-6524-00 GAS AND OIL	663.12	1,710.22	10,000.00	8,289.78	17.1
02-70-6525-00 GIS SYSTEM	.00	.00	25,000.00	25,000.00	.0
02-70-6526-00 CHEMICALS	6,161.38	14,554.16	145,000.00	130,445.84	10.0
02-70-6527-00 SUPPLIES-SAFETY EQPT.	688.49	688.49	3,400.00	2,711.51	20.3
02-70-6528-00 OPERATING SUPPLIES	132.98	1,551.97	10,000.00	8,448.03	15.5
02-70-6544-01 METER UPGRADE	6,092.26	12,357.07	95,000.00	82,642.93	13.0
02-70-6544-02 TOOLS	4,685.00	5,850.18	10,000.00	4,149.82	58.5
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	2,082.00	25,000.00	22,918.00	8.3
02-70-7020-00 REPAIRS & MAINTENANCE	6,248.69	9,373.83	83,000.00	73,626.17	11.3
02-70-7022-00 VEHICLE REPAIRS	27.39	150.83	4,000.00	3,849.17	3.8
02-70-7030-00 PURCHASED WATER	.00	.00	12,700.00	12,700.00	.0
02-70-7035-00 WATER ASSESMENT	600.00	80,136.60	98,000.00	17,864.40	81.8
02-70-7090-00 INSURANCE DEDUCTIBLES	.00	244.90	10,000.00	9,755.10	2.5
02-70-8012-00 PROFESSIONAL SERVICES	1,350.31	5,087.79	40,000.00	34,912.21	12.7
<b>TOTAL OPERATIONS - WATER FUND</b>	<b>66,980.62</b>	<b>272,182.37</b>	<b>1,517,800.00</b>	<b>1,245,617.63</b>	<b>17.9</b>
<u>TRANSFERS OUT</u>					
02-80-7051-00 TRANSFER TO OTHER FUNDS	.00	.00	90,000.00	90,000.00	.0
<b>TOTAL TRANSFERS OUT</b>	<b>.00</b>	<b>.00</b>	<b>90,000.00</b>	<b>90,000.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>80,643.23</b>	<b>319,721.30</b>	<b>1,833,200.00</b>	<b>1,513,478.70</b>	<b>17.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>136,357.90</b>	<b>635,391.50</b>	<b>404,000.00</b>	<b>( 231,391.50)</b>	<b>157.3</b>

CITY OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
03-00-4310-00 SEWER CHARGES	143,843.08	570,007.81	1,610,000.00	1,039,992.19	35.4
03-00-4320-00 SEWER TAP FEES	.00	48,200.00	.00	( 48,200.00)	.0
03-00-4330-00 MISCELLANEOUS	1,000.00	39,351.04	10,000.00	( 29,351.04)	393.5
03-00-4610-00 EARNINGS ON INVESTMENTS	209.14	16,336.16	35,000.00	18,663.84	46.7
<b>TOTAL SOURCE 00</b>	<b>145,052.22</b>	<b>673,895.01</b>	<b>1,655,000.00</b>	<b>981,104.99</b>	<b>40.7</b>
<b>TOTAL FUND REVENUE</b>	<b>145,052.22</b>	<b>673,895.01</b>	<b>1,655,000.00</b>	<b>981,104.99</b>	<b>40.7</b>

CITY OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	4,635.60	15,002.26	58,000.00	42,997.74	25.9
03-25-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
03-25-5015-00 PART-TIME SALARIES	860.38	1,912.99	7,200.00	5,287.01	26.6
03-25-5020-00 JANITORIAL SALARIES	216.66	866.65	2,600.00	1,733.35	33.3
03-25-5025-00 MANAGER SALARIES	6,019.17	17,962.90	52,000.00	34,037.10	34.5
03-25-5050-00 PAYROLL TAXES	871.65	2,631.04	9,000.00	6,368.96	29.2
03-25-5060-00 RETIREMENT FUND	929.36	2,647.14	8,600.00	5,952.86	30.8
03-25-5065-00 HEALTH INSURANCE	1,161.75	4,650.44	28,100.00	23,449.56	16.6
03-25-5070-00 WORKMEN'S COMPENSATION	97.11	383.37	700.00	316.63	54.8
03-25-6010-00 UTILITIES - TOWN HALL	203.20	777.80	4,400.00	3,622.20	17.7
03-25-6505-00 OFFICE EXPENSES	40.44	283.77	4,400.00	4,116.23	6.5
03-25-6506-00 UTILITY BILL MAILING	671.92	1,847.76	7,100.00	5,252.24	26.0
03-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	8,000.00	8,000.00	.0
03-25-6510-00 TELEPHONE	115.86	349.70	1,800.00	1,450.30	19.4
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	87.80	303.80	1,000.00	696.20	30.4
03-25-6520-00 MILEAGE & EXPENSES	.00	.00	800.00	800.00	.0
03-25-6522-00 INSURANCE & BONDS	1,725.00	3,450.00	6,900.00	3,450.00	50.0
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	136.21	1,100.00	963.79	12.4
03-25-8010-00 AUDIT	.00	.00	7,000.00	7,000.00	.0
03-25-8012-00 PROFESSIONAL SERVICES	369.55	3,159.79	6,000.00	2,840.21	52.7
03-25-8014-00 LEGAL	310.00	327.50	30,000.00	29,672.50	1.1
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	18,315.45	56,693.12	270,100.00	213,406.88	21.0

CITY OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	26,737.70	84,272.07	265,000.00	180,727.93	31.8
03-70-5010-03 OVERTIME PAY	319.60	1,013.02	10,000.00	8,986.98	10.1
03-70-5060-00 PAYROLL TAXES	2,026.33	6,347.38	21,100.00	14,752.62	30.1
03-70-5060-00 RETIREMENT FUND	1,288.34	4,220.63	15,000.00	10,779.37	28.1
03-70-5065-00 HEALTH INSURANCE	5,346.04	21,654.94	70,000.00	48,345.06	30.9
03-70-5070-00 WORKMEN'S COMPENSATION	679.77	2,683.58	8,600.00	5,916.42	31.2
03-70-6010-00 UTILITIES	22,717.99	74,543.24	230,000.00	155,456.76	32.4
03-70-6510-00 TELEPHONE	564.56	1,526.77	5,500.00	3,973.23	27.8
03-70-6511-00 TRAINING	.00	270.00	3,000.00	2,730.00	9.0
03-70-6518-00 CLEANING SUPPLIES	135.34	415.15	1,500.00	1,084.85	27.7
03-70-6522-00 INSURANCE	6,343.25	13,871.00	27,800.00	13,929.00	49.9
03-70-6524-00 GAS AND OIL	663.12	1,710.22	12,500.00	10,789.78	13.7
03-70-6525-00 GIS MAPPING	.00	.00	25,000.00	25,000.00	.0
03-70-6526-00 CHEMICALS	9,293.28	21,821.82	108,000.00	86,178.18	20.2
03-70-6527-00 SUPPLIES-SAFETY EQPT.	294.00	294.00	3,500.00	3,206.00	8.4
03-70-6528-00 OPERATING SUPPLIES	8.70	471.58	10,000.00	9,528.42	4.7
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	794.96	20,000.00	19,205.04	4.0
03-70-7020-00 REPAIRS & MAINTENANCE	( 101,325.05)	22,412.16	65,000.00	42,587.84	34.5
03-70-7022-00 VEHICLE REPAIRS	.00	166.68	3,500.00	3,333.32	4.8
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	8,405.52	7,006.42	65,000.00	57,993.58	10.8
<b>TOTAL OPERATIONS - SEWER FUND</b>	<b>( 18,501.51)</b>	<b>265,495.62</b>	<b>1,193,000.00</b>	<b>927,504.38</b>	<b>22.3</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>( 186.06)</b>	<b>322,188.74</b>	<b>1,463,100.00</b>	<b>1,140,911.26</b>	<b>22.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>145,238.28</b>	<b>351,706.27</b>	<b>191,900.00</b>	<b>( 159,806.27)</b>	<b>183.3</b>

CITY OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2016

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
05-00-4070-00 COLORADO LOTTERY	.00	15,711.35	50,000.00	34,288.65	31.4
05-00-4110-00 PARK FEES	5,000.00	21,500.00	62,500.00	41,000.00	34.4
05-00-4130-00 LARIMER COUNTY USE TAX	10,649.89	31,970.05	40,000.00	8,029.95	79.9
05-00-4330-00 OTHER	1,756.43	2,280.26	1,200.00	( 1,080.26)	190.0
05-00-4610-00 CT-EARNINGS ON INVEST.	117.45	1,706.23	3,500.00	1,793.77	48.8
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TOTAL SOURCE 00	17,523.77	73,167.89	157,200.00	84,032.11	46.5
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TOTAL FUND REVENUE	17,523.77	73,167.89	157,200.00	84,032.11	46.5

CITY OF JOHNSTOWN  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 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	237.60	237.60	3,500.00	3,262.40	6.8
05-70-6548-00 HAYS PARK	302.60	302.60	55,700.00	55,397.40	.5
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	90.00	187.50	5,000.00	4,812.50	3.8
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
<b>TOTAL DEPARTMENT 70</b>	<b>630.20</b>	<b>727.70</b>	<b>149,200.00</b>	<b>148,472.30</b>	<b>.5</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>630.20</b>	<b>727.70</b>	<b>149,200.00</b>	<b>148,472.30</b>	<b>.5</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>16,893.57</b>	<b>72,440.19</b>	<b>8,000.00</b>	<b>( 64,440.19)</b>	<b>905.5</b>

CITY OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 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	412.17	1,572.51	900.00	( 672.51)	174.7
TOTAL SOURCE 00	412.17	1,572.51	225,900.00	224,327.49	.7
TOTAL FUND REVENUE	412.17	1,572.51	225,900.00	224,327.49	.7

CITY OF JOHNSTOWN  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2016

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
06-70-6544-00 TRANSFER TO BANK FUND	.00	2,202.50	1,450,300.00	1,448,097.50	.2
TOTAL DEPARTMENT 70	.00	2,202.50	1,450,300.00	1,448,097.50	.2
TOTAL FUND EXPENDITURES	.00	2,202.50	1,450,300.00	1,448,097.50	.2
NET REVENUE OVER EXPENDITURES	412.17	( 629.99)	( 1,224,400.00)	( 1,223,770.01)	( .1)

CITY OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2016

CEMETERY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
07-00-4310-00 CEMETERY LOTS AND CARE	.00	1,012.60	2,800.00	1,787.40	36.2
07-00-4610-00 CP-EARNINGS ON INVESTMENTS	60.72	211.31	100.00	( 111.31)	211.3
<b>TOTAL SOURCE 00</b>	<b>60.72</b>	<b>1,223.91</b>	<b>2,900.00</b>	<b>1,676.09</b>	<b>42.2</b>
<b>TOTAL FUND REVENUE</b>	<b>60.72</b>	<b>1,223.91</b>	<b>2,900.00</b>	<b>1,676.09</b>	<b>42.2</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>60.72</b>	<b>1,223.91</b>	<b>2,900.00</b>	<b>1,676.09</b>	<b>42.2</b>

CITY OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 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	146.67	5,000.00	4,853.33	2.9
TOTAL SOURCE 00	.00	146.67	1,005,000.00	1,004,853.33	.0
TOTAL FUND REVENUE	.00	146.67	1,005,000.00	1,004,853.33	.0

CITY OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2016

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
09-70-6544-03 GRADER ROLL OVER	.00	18,900.00	19,000.00	100.00	99.5
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	96,750.00	96,750.00	100,000.00	3,250.00	96.8
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
<b>TOTAL DEPARTMENT 70</b>	<b>96,750.00</b>	<b>115,650.00</b>	<b>298,500.00</b>	<b>182,850.00</b>	<b>38.7</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>96,750.00</b>	<b>115,650.00</b>	<b>298,500.00</b>	<b>182,850.00</b>	<b>38.7</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 96,750.00)</b>	<b>( 115,503.33)</b>	<b>706,500.00</b>	<b>822,003.33</b>	<b>( 16.4)</b>

CITY OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2016

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-00-4110-00 DRAINAGE FEES	32,289.10	128,229.70	375,000.00	246,770.30	34.2
11-00-4610-00 EARNINGS ON INVESTMENTS	626.87	3,945.34	6,200.00	2,254.66	63.6
TOTAL SOURCE 00	32,915.97	132,175.04	381,200.00	249,024.96	34.7
TOTAL FUND REVENUE	32,915.97	132,175.04	381,200.00	249,024.96	34.7

CITY OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2016

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	1,581.06	5,279.20	18,500.00	13,220.80	28.5
11-25-5010-03 OVERTIME	.00	.00	100.00	100.00	.0
11-25-5011-00 PART TIME OFFICE	372.40	558.60	7,200.00	6,641.40	7.8
11-25-5025-00 MANAGER	3,100.77	9,253.58	26,900.00	17,646.42	34.4
11-25-5050-00 PAYROLL TAXES	383.48	1,142.07	4,000.00	2,857.93	28.6
11-25-5060-00 RETIREMENT FUND	332.62	929.76	3,300.00	2,370.24	28.2
11-25-5065-00 HEALTH INSURANCE	396.08	1,583.62	9,200.00	7,616.38	17.2
11-25-5070-00 WORKMAN'S COMPENSATION	97.11	383.37	600.00	216.63	63.9
11-25-6010-00 UTILITIES	181.80	408.81	1,800.00	1,391.19	22.7
11-25-6505-00 OFFICE SUPPLIES	.00	243.28	1,200.00	956.72	20.3
11-25-6506-00 UTILITY BILL MAILING	671.93	1,837.77	7,100.00	5,262.23	25.9
11-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	2,000.00	2,000.00	.0
11-25-6510-00 TELEPHONE	115.81	349.57	700.00	350.43	49.9
11-25-6522-00 INSURANCE AND BONDS	625.00	1,250.00	2,500.00	1,250.00	50.0
11-25-6544-04 COMPUTER SOFTWARE	.00	.00	2,500.00	2,500.00	.0
11-25-7020-00 MAINTENANCE AND REPAIRS	.00	136.21	500.00	363.79	27.2
11-25-8010-00 AUDIT	.00	.00	2,500.00	2,500.00	.0
11-25-8012-00 COMPUTER PROF. SERVICES	279.00	1,173.91	3,300.00	2,126.09	35.6
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
<b>TOTAL ADMINISTRATION</b>	<b>8,137.06</b>	<b>24,529.75</b>	<b>97,400.00</b>	<b>72,870.25</b>	<b>25.2</b>
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	1,112.12	8,050.11	21,000.00	12,949.89	38.3
11-70-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
11-70-5050-00 PAYROLL TAXES	81.73	590.46	2,000.00	1,409.54	29.5
11-70-5060-00 RETIREMENT FUND	47.10	483.97	1,200.00	716.03	40.3
11-70-5065-00 HEALTH INSURANCE	.00	2,658.42	10,100.00	7,441.58	26.3
11-70-5070-00 WORKMEN'S COMPENSATION	291.33	1,150.11	1,700.00	549.89	67.7
11-70-6510-00 TELEPHONE	123.87	353.32	800.00	446.68	44.2
11-70-6511-00 TRAINING	.00	.00	600.00	600.00	.0
11-70-6522-00 INSURANCE	1,150.00	2,300.00	4,600.00	2,300.00	50.0
11-70-6524-00 GAS & OIL	.00	51.26	2,200.00	2,148.74	2.3
11-70-6526-00 OPERATING SUPPLIES	77.34	116.01	1,100.00	983.99	10.6
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
<b>TOTAL OPERATIONS</b>	<b>2,883.49</b>	<b>15,753.66</b>	<b>123,700.00</b>	<b>107,946.34</b>	<b>12.7</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>11,020.55</b>	<b>40,283.41</b>	<b>221,100.00</b>	<b>180,816.59</b>	<b>18.2</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>21,895.42</b>	<b>91,891.63</b>	<b>160,100.00</b>	<b>68,208.37</b>	<b>57.4</b>

CITY OF JOHNSTOWN  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2016

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
14-00-5010-00 LIBRARY- SALARIES	27,798.04	84,385.20	.00	( 84,385.20)	.0
14-00-5050-00 LIBRARY-PAYROLL TAXES	2,098.36	6,342.62	.00	( 6,342.62)	.0
14-00-5065-00 HEALTH INS.	369.30	1,477.20	.00	( 1,477.20)	.0
14-00-5070-00 WORKMENS COMPENSATION	194.22	766.74	.00	( 766.74)	.0
<b>TOTAL DEPARTMENT 00</b>	<b>30,459.92</b>	<b>92,971.76</b>	<b>.00</b>	<b>( 92,971.76)</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>30,459.92</b>	<b>92,971.76</b>	<b>.00</b>	<b>( 92,971.76)</b>	<b>.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 30,459.92)</b>	<b>( 92,971.76)</b>	<b>.00</b>	<b>92,971.76</b>	<b>.0</b>

CITY OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2016

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
15-00-4060-00 USE TAX	200,084.81	723,146.26	850,000.00	126,853.74	85.1
15-00-4610-00 EARNINGS ON INVESTMENTS	1,666.51	22,764.73	30,000.00	7,235.27	75.9
15-00-4720-00 FROM WATER FUND	.00	.00	45,000.00	45,000.00	.0
<b>TOTAL SOURCE 00</b>	<b>201,751.32</b>	<b>745,910.99</b>	<b>925,000.00</b>	<b>179,089.01</b>	<b>80.6</b>
<b>TOTAL FUND REVENUE</b>	<b>201,751.32</b>	<b>745,910.99</b>	<b>925,000.00</b>	<b>179,089.01</b>	<b>80.6</b>

CITY OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 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	4,497.00	12,000.00	7,503.00	37.5
15-70-7015-00 ANNUAL OVERLAY	.00	.00	250,000.00	250,000.00	.0
15-70-7020-00 STREET REPAIR & MAINT.	.00	1,201.76	150,000.00	148,798.24	.8
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	184.80	290.80	30,000.00	29,709.20	1.0
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
<b>TOTAL DEPARTMENT 70</b>	<b>184.80</b>	<b>5,989.56</b>	<b>632,000.00</b>	<b>626,010.44</b>	<b>1.0</b>
<b>15-80-7060-00 REBATE</b>	<b>.00</b>	<b>.00</b>	<b>150,000.00</b>	<b>150,000.00</b>	<b>.0</b>
<b>TOTAL DEPARTMENT 80</b>	<b>.00</b>	<b>.00</b>	<b>150,000.00</b>	<b>150,000.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>184.80</b>	<b>5,989.56</b>	<b>782,000.00</b>	<b>776,010.44</b>	<b>.8</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>201,566.52</b>	<b>739,921.43</b>	<b>143,000.00</b>	<b>( 596,921.43)</b>	<b>517.4</b>

CITY OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2016

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
16-00-4070-00 FROM SALES TAX	6,763.34	27,000.67	93,000.00	65,999.33	29.0
16-00-4610-00 EARNINGS ON INVESTMENTS	5.98	5.98	20.00	14.02	29.9
<b>TOTAL SOURCE 00</b>	<b>6,769.32</b>	<b>27,006.65</b>	<b>93,020.00</b>	<b>66,013.35</b>	<b>29.0</b>
<b>TOTAL FUND REVENUE</b>	<b>6,769.32</b>	<b>27,006.65</b>	<b>93,020.00</b>	<b>66,013.35</b>	<b>29.0</b>

CITY OF JOHNSTOWN  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 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	6,769.32	27,006.65	( 14,000.00)	( 41,006.65)	192.9

CITY OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2016

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
17-00-4610-00 EARNINGS ON INVESTMENTS	2,233.63	15,112.86	35,000.00	19,887.14	43.2
TOTAL SOURCE 00	2,233.63	15,112.86	35,000.00	19,887.14	43.2
<u>SOURCE 01</u>					
17-01-4110-01 TRANSPORATION FAC. DEV. FEE	23,110.00	323,993.52	230,000.00	( 93,993.52)	140.9
17-01-4110-02 POLICE FACILTIES DEV. FEE	5,810.00	51,103.58	53,000.00	1,896.42	96.4
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	13,660.00	99,546.96	142,000.00	42,453.04	70.1
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	11,530.00	48,951.20	138,000.00	89,048.80	35.5
17-01-4110-05 LIBRARY FACILITIES FEE	6,840.00	20,218.40	27,000.00	6,781.60	74.9
17-01-4110-06 TRAFFIC SIGNAL	278.86	3,546.32	5,000.00	1,453.68	70.9
TOTAL SOURCE 01	61,228.86	547,359.98	595,000.00	47,640.02	92.0
TOTAL FUND REVENUE	63,462.49	562,472.84	630,000.00	67,527.16	89.3

CITY OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 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	3,759.33	5,509.33	700,000.00	694,490.67	.8
<b>TOTAL DEPARTMENT 70</b>	<b>3,759.33</b>	<b>5,509.33</b>	<b>720,000.00</b>	<b>714,490.67</b>	<b>.8</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>3,759.33</b>	<b>5,509.33</b>	<b>720,000.00</b>	<b>714,490.67</b>	<b>.8</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>59,703.16</b>	<b>556,963.51</b>	<b>( 90,000.00)</b>	<b>( 646,963.51)</b>	<b>618.9</b>



**AGENDA ITEM 9A**

**2534**

**FILING No. 15**

**(Replat of Lot 5, 2534 Filing No. 12)**

**(\*Public Hearing)**

**\* PUBLIC HEARING PROCEDURE – 2534 Filing No. 15-Replat of Lot 5, 2534 Filing No. 12**

1. Open public hearing.
2. Receive information from staff.
3. Ask to hear from anyone who supports 2534 Filing No. 15-Replat of Lot 5, 2534 Filing No. 12.
4. Ask to hear from anyone who opposes 2534 Filing No. 15-Replat of Lot 5, 2534 Filing No. 12.
5. Close the public hearing.
6. Ask for discussion.
7. Make decision and/or motion from Council.
  - a. Need motion to approve or deny 2534 Filing No. 15-Replat of Lot 5, 2534 Filing No. 12.

**(SUGGESTED MOTIONS):**

**For Approval:**

I move to approve the 2534 Filing No. 15-Replat of Lot 5, 2534 Filing No. 12 (subject to the following conditions...).

**For Denial:**

I move to deny approval of the 2534 Filing No. 15-Replat of Lot 5, 2534 Filing No. 12.

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** May 16, 2016

**ITEM NUMBER:** 9A

**SUBJECT:** \*Public Hearing - 2534 Filing No. 15 - Replat of Lot 5, 2534 Filing No. 12

**ACTION PROPOSED:** Consider Approval of Final Plat

**PRESENTED BY:** Mr. John Franklin, Town Planner

**AGENDA ITEM DESCRIPTION:** The owner, Gerrard Family Limited Partnership has submitted a request for approval of a final plat/re-plat for a parcel of land generally located south of Ronald Reagan Blvd. and east of Trade Street (extended). Surrounding land uses include the following: north – Ronald Reagan Blvd., south – Great Western Railroad and Thompson Crossing residential, east–vacant (High Country Beverage site), and west - vacant.

The purpose of the proposed replat is to dedicate a southern extension of Trade Street as a public right-of-way. The proposed street is currently platted as a private access easement with utility easement for public water and sewer. The replat contains 8.199± acres overall and includes the proposed Trade Street right- of-way and one lot of 6.783±acres. The zoning for the property is Planned Unit Development- Mixed Use (PUD-MU), and development of the lot is subject to the 2534 Design Guidelines. There are no active land use applications on the lot.

In review, Town staff has recommended that the Town not be required to maintain this short dead-end portion of Trade Street. The cul de sac will serve a few properties including truck and employee vehicle access for the proposed High Country Beverage distributor. Town expenses would involve snow removal and sweeping, and future repairs and replacement.

At the April 13, 2016 Planning and Zoning Commission meeting, the Commissioners voted unanimously to recommend approval of the final plat with conditions:

1. The public improvements within the proposed Trade Street ROW shall be constructed by the Gerrard Family Limited Partnership, LLLP (hereinafter “LLLP”) or the Thompson Crossing Metropolitan District No. 1 (hereinafter “District”) and shall be constructed in accordance with the Town of Johnstown's and the Loveland Fire Rescue Authority's standards and requirements with costs of conformance assurance incurred by the Town or the Authority reimbursed by the LLLP or the District, as appropriate.
2. The LLLP shall enter into a Public Improvements Development Agreement (hereinafter “PIDA”) with the Town which should include, among other provisions, the schedule for the development, the Town's acceptance requirements, the maintenance requirements, the maintenance obligations and the delivery of a maintenance guarantee, all of which pertain to the public improvements within the proposed Trade Street ROW and collectively shall be referred to as the PIDA Provisions. Any proposed PIDA including any or all the proposed PIDA Provisions may be accepted or rejected at the sole discretion of the Town of Johnstown.

Outstanding Issues:

The maintenance of Trade Street once completed and accepted.

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**LEGAL ADVICE:** The Town Attorney has reviewed the final plat.

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**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** The Planning and Zoning Commission has recommended approval of the final plat with conditions.

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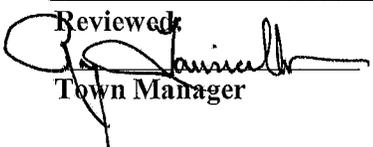
**SUGGESTED MOTIONS:**

**For Approval:** I move to approve the Final Plat for 2534 Filing No. 15 (subject to the following conditions...).

**For Denial:** I move to deny approval of the Final Plat for 2534 Filing No. 15

---

Reviewed:

  
Town Manager

**PLANNING AND ZONING  
COMMISSION**

**SUMMARY MINUTES**

**SUMMARY MINUTES  
PLANNING & ZONING COMMISSION  
WEDNESDAY, April 13, 2016  
COUNCIL CHAMBERS  
450 S. PARISH AVE.**

- 1. CALL TO ORDER:** Acting Chair Dowling called the meeting to order at 7:00 pm
- 2. ROLL CALL**
- 3. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA**
- 4. PUBLIC HEARINGS:**

**A. Continued Hearing: Final PUD Site Development Plan and Final Plat for Johnstown Farms Filing No. 2:** *Town Planner Franklin introduced the item and stated that the applicant had requested the hearing be continued. Motion by Commissioner Montez, seconded by Commissioner Kingsolver to continue the public hearing to Wednesday, May 25, 2016 at 7:00 pm. Unanimous.*

**B. Re-subdivision Plat entitled "2534 Filing No. 15":** *Chair Dowling opened the public hearing at 7:06 pm. Town Planner Franklin introduced the request and presented the staff recommendation. Gary Gerrard, property owner presented the request and answered questions. Commissioner questions:*

*What is the value of the road to the Town? (Expectations by developer)*

*Extend the road east as per the original plans? (No it will be a cul de sac)*

*Can it be privately maintained as are many drives in 2534?*

*Cost of maintenance? (Snow removal, sweeping, road repairs and replacement)*

*No one spoke in support or opposition.*

*Chair Dowling closed the hearing at 7:15*

*Motion by Commissioner Storms to recommend approval of the 2534 Filing No. 15 Plat – A Replat of Lot 5, 2534 Filing No. 12 - as depicted on the drawing considered by this Commission this night prepared by Northern Engineering and dated April 4, 2016, conditioned upon the following:*

*1. The public improvements within the proposed Trade Street ROW shall be constructed by the Gerrard Family Limited Partnership, LLLP (hereinafter "LLL") or the Thompson Crossing Metropolitan District No. 1 (hereinafter "District") and shall be constructed in accordance with the Town of Johnstown's and the Loveland Fire Rescue Authority's standards and requirements with costs of conformance assurance incurred by the Town or the Authority reimbursed by the LLLP or the District, as appropriate.*

*2. The LLLP shall enter into a Public Improvements Development Agreement (hereinafter "PIDA") with the Town which should include, among other provisions, the schedule for the development, the Town's acceptance requirements, the maintenance requirements, the maintenance obligations and the delivery of a maintenance guarantee, all of which pertain to the public improvements within the proposed Trade Street ROW and collectively shall be referred to as the PIDA Provisions. Any proposed PIDA including any or all the proposed PIDA Provisions may be accepted or rejected at the sole discretion of the Town of Johnstown.*

*Seconded by Commissioner Eady.*

*Unanimous.*

**5. NEW BUSINESS:**

- A. **Approval of Minutes of February 10, 2016:** *Tabled to the next meeting.*
- B. **Weld County Referrals:** None

**6. STAFF REPORT:** *Town Planner Franklin discussed the following:*

- A. **Recent Town Council Actions (Attachment)**
- B. **Applications in Review (Attachment)**
- C. **Project and Program Updates:**

**7. COMMISSIONERS' ITEMS:** *None*

**8. ADJOURN:** *Chair Dowling adjourned the meeting at 7:45 pm*

---

Respectfully submitted by John Franklin, Secretary.

**STAFF REPORT  
TO  
PLANNING AND ZONING  
COMMISSION**

## **AGENDA MEMORANDUM**

**TO:** Johnstown Planning and Zoning Commission  
**FROM:** John Franklin, Town Planner *JF*  
**DATE:** For April 13, 2016  
**SUBJECT:** 2534 Filing No. 15 - Replat of Lot 5, 2534 Filing No. 12

### **PROPERTY DATA:**

**Applicant(s):** Gerrard Family Limited Partnership

**Owner:** Same

**Location:** Generally west of Trade Street (extended and south of Ronald Reagan Blvd. in the 2534 Development.

Property Size: 8.199± acres (Lot 1 is 6.783± acres)

Current Land Use(s): Vacant

Surrounding Zoning/Land Uses:

North: PUD-MU/vacant

South: PUD-MU/Railroad, Single Family Residential

East: PUD-MU/vacant

West: PUD-MU/vacant, raw water irrigation facility

Comprehensive Plan Designation: Commercial Mixed Use

Summary of Request:

The replat is for the purpose of dedicating public street right of way (Trade Street). There is presently a private access easement and utility easements.

Prior Agreements and Actions: The property was originally platted in 2005 as part of Block 9 of 2534 Subdivision. A minor re-subdivision entitled Filing No. 12 was approved in February, 2016 which re-aligned the access easement.

Attachments: Final Plat, Staff Comments and Applicant's response.

Municipal Code Review Provisions: Replat – See Attachment

Crucial Referral Responses: None.

Technical Analysis: The replat meets the requirements of the Subdivision Regulations.

Staff Recommendation: The street layout meets Town standards. The primary staff concern is the expense of maintaining short street serving only one or two properties. If the Thompson Crossing Metro District agrees to construct the street to Town standards and maintain the street, there would be no reason to object.

Planning Commission Action:

1. If the Commission desires to recommend approval:

“I move that the Commission recommend approval of the 2534 Filing No. 15 – Replat of Lot 5, 2534 Filing No. 12

Or,

2. If the Commission desires to recommend approval with conditions:

“I move that the Commission recommend approval of the 2534 Filing No. 15 - Replat of Lot 5, 2534 Filing No. 12

a. \_\_\_\_\_

b. \_\_\_\_\_

etc. “

Or,

3. If the Commission desires to recommend denial:

“I move that the Commission recommend denial of the 2534 Filing No. 15 – Replat of Lot 5, 2534 Filing No. 12 for the following reasons:

a. \_\_\_\_\_

b. \_\_\_\_\_

etc. “

**Sec. 17-64. Resubdivision procedures.**

(a) Resubdivision of land or changes to a recorded plat shall be considered a subdivision, and it shall comply with these regulations, with the following exceptions. Lot lines may be revised from those shown on the recorded plat, provided that in making such changes:

(1) No lot or parcel of land shall be created or sold that is less than the minimum requirements for area or dimension as established by these regulations, the zoning ordinance or other applicable regulations or ordinances;

(2) Drainage easements or rights-of-way reserved for drainage shall not be changed, unless supported by complete engineering data;

(3) Street locations and street rights-of-way shall not be changed; and

(4) The plat shall not be altered in any way which will adversely affect the character of the plat filed.

(5) For a lot line adjustment meeting the foregoing requirements, an administrative review by the Town Planner without a formal hearing shall be sufficient. A revised plat with signatures of both the Town Planner and the Mayor shall be filed and recorded with the records of the County Clerk and Recorder.

(b) A copy of all final plat revisions shall be resubmitted to the Planning and Zoning Commission and the Board of Trustees for their review.

(c) Where the resubdivision complies with the appropriate requirements of these regulations, a plat indicating the resubdivision shall be submitted to the Planning and Zoning Commission and the Board of Trustees for their endorsements, prior to the filing of such plat with the County Clerk and Recorder. Such plats shall specifically indicate the revisions being made compared to the previously recorded plat.



# APPLICATION

Town of

# Johnstown

450 S. Parish Ave. Johnstown, CO 80534  
Ph: 970-587-4664 Fax: 970-587-0141

Date: March 2, 2016 **COMMUNITY DEVELOPMENT APPLICATION**

Project Name: 7539 Filing #13

Application is for:  Annexation  Zoning  Subdivision  USR  Cond. Use  Other \_\_\_\_\_

Landowner: Gerrard Family Limited Partnership, LLC

Address: 27486 County Road 13 Loveland, CO 80539

Telephone: 970-669-1963

Authorized Representative: Nathan Gerrard / Tom Donkle

Address: 27486 County Road 13 Loveland, CO 80539

Telephone: 970-669-1963 ; Fax Number: 970-669-1964 E-Mail: ngerrard@gerrardinc.com  
ttdonkle@gerrardinc.com

### Landowner Authorization:

The undersigned affirms ownership of the property pertaining to this application, and hereby applies to the Town of Johnstown, Colorado for the above indicated development review process, and authorizes the individual or company stated as "authorized representative" to represent me/us in all aspects of said process.

[Signature]  
Signature of Landowner

\_\_\_\_\_  
Signature of Landowner

STATE OF COLORADO )  
                                  )ss  
COUNTY OF )

The foregoing application was subscribed and sworn to before me this 2<sup>nd</sup> day of March, A.D., 2016, by Nathan Gerrard.

Witness my hand and seal  
My commission expires

**WILLIAM A. NICHOLL**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID: 19924017028  
MY COMMISSION EXPIRES MARCH 17, 2017

[Signature]  
Notary Public

**FINAL PLAT**

# 2534 FILING NO. 15

A REPLAT OF LOT 5, 2534 FILING NO. 12, LOCATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

### DEDICATION

Know all persons by these presents that the Gerrard Family Limited Partnership, L.L.P., a Colorado limited liability limited partnership, being the owner of the following described property:

A tract of land located in the Northeast Quarter of Section 14, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, being more particularly described as follows:

Lot 5, 2534 Filing No. 12, a subdivision of the Town of Johnstown, County of Larimer, State of Colorado

Said parcel of land contains 357,143 square feet or 8.159 acres, more or less.

And do hereby subdivide the same into the lots, blocks, tracts, outlots, rights-of-way and easements under the name of 2534 Filing No. 15 as shown on this map and do hereby designate and dedicate all rights-of-way and easements for public use, unless otherwise noted.

OWNER: The Gerrard Family Limited Partnership, L.L.P., a Colorado limited liability limited partnership

By: Guy M. Gerrard, General Partner

### NOTARIAL CERTIFICATE

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by Guy M. Gerrard, as General Partner of the Gerrard Family Limited Partnership, L.L.P., a Colorado limited liability limited partnership, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

Notary Public

**DRAFT**  
4-4-16

### TOWN APPROVALS:

#### PLANNING AND ZONING COMMISSION

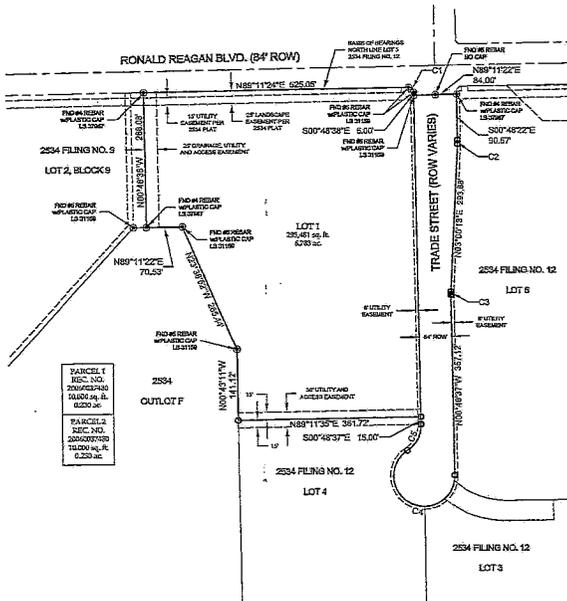
This plan, to be known as 2534 Filing No. 15, was approved by action of the Planning and Zoning Commission of the Town of Johnstown, Colorado at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Chair, Planning and Zoning Commission

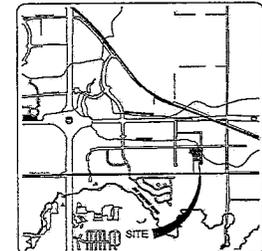
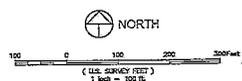
#### TOWN COUNCIL

This plan, to be known as 2534 Filing No. 15, is approved and accepted by the Town of Johnstown, by Resolution Number \_\_\_\_\_, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
Mayor Town Clerk



CURVE	CHORD	RADIUS	LENGTH	BEARING	CHORD
C1	300.00'	60.00'	15.71'	S45°45'00"E	14.14'
C2	300.00'	150.00'	7.50'	N45°45'00"E	7.50'
C3	300.00'	60.00'	15.71'	N45°45'00"E	14.14'
C4	300.00'	60.00'	15.71'	N45°45'00"E	14.14'
C5	300.00'	60.00'	15.71'	N45°45'00"E	14.14'



- NOTES:
1. Basis of Bearings is the North line of Lot 5, 2534 Filing No. 12 as bearing North 89° 11' 24" East.
  2. All information regarding easements, rights-of-way or title of record, Northern Engineering, relied upon Commitment No. 459-80-06638-031-TITLE Assignment No. 1, effective date January 12, 2016, prepared by Heritage Title Company and the plat of 2534 Filing No. 12, recorded February 8, 2016 at Reception No. 20160007372.
  3. The latest unit of measurement for this plat is U.S. Survey Feet.
  4. All previous lot lines, rights-of-way and easements as shown and dedicated on 2534 Filing No. 12 recorded February 8, 2016 at Reception No. 20160007372 at the Larimer County Clerk and Recorder which are located within the boundary lines of this plat are hereby vacated upon recording of this plat and dedicated as shown herein.

#### SURVEYOR'S STATEMENT

I, Eric R. Smith, being a Registered Professional Land Surveyor in the State of Colorado, do hereby certify that this plat of 2534 Filing No. 15 was made by me or under my direct supervision and that the survey was performed in accordance with Colorado state law and is accurately represented on this plat.

Executed on Behalf of Northern Engineering  
Eric R. Smith  
Colorado Registered Professional Land Surveyor No. 37987

NOTICE: Accuracy of Colorado plat maps and easements is not guaranteed. Northern Engineering is not responsible for any errors or omissions on this plat. The user of this plat is advised to verify all information shown hereon. All measurements shown hereon are in feet and inches unless otherwise noted.

SECTION 14  
TOWNSHIP 5 NORTH  
RANGE 68 WEST

**NORTHERN ENGINEERING**  
1000 14th Street, Suite 100  
Johnstown, CO 80120  
719.576.1111  
www.northerneng.com

2534 FILING NO. 15  
TOWN OF JOHNSTOWN  
LARIMER COUNTY, COLORADO

Sheet 1  
Of 1 Sheet

# **REFERRAL COMMENTS**

March 25, 2016

Gerrard Family Limited Partnership LLLP  
27486 County Road 13  
Loveland, CO 80534  
Attn: Nathan Gerrard

Re: 2534 Filing 13 (To be re-numbered)

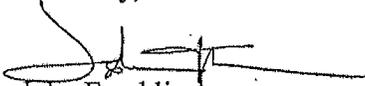
Nathan:

Review of the re-subdivision is complete and comments are as follows:

1. Town Subdivision Regulations require that plats with proposed public right of way or changes thereto (Trade Street extended) are subject to Planning and Zoning Commission and Town Council hearing and approval.
2. The current plat indicates that the extension of Trade Street is a private access easement with utility easements. Given that this is a short local cul de sac serving few properties and not a through street/major street Town staff is not recommending adding to the Town's maintenance obligations. The proposed truck traffic will increase the frequency of maintenance repairs in the future, an additional financial burden.
3. Town Attorney comments are as follows:
  - a. The applicant should identify whether the public improvements are to be constructed by the Gerrard Family Limited Partnership, LLLP or by the Thompson Crossing Metropolitan District No. 1.
  - b. The Town should enter into a public improvements development agreement with the developer, which should include, among other terms, the schedule for the development, the Town's acceptance requirements, the maintenance obligations and the delivery of a maintenance guarantee. The form of the agreement depends on which entity is constructing the improvements and may, in any event, be a simplified form of the Town's standard development agreement or an amendment to the IGA executed on February 23, 2005, between the Town and the District to address this single improvement.
4. Format: Please add the approval blocks for the Planning and Zoning Commission and Town Council.
5. Other plats ahead of this one requires it to be named '2534 Filing No. 15'.
6. Copies of referral comments received to date are attached.

I have tentatively scheduled this item for the April 13, 2016 Planning and Zoning Commission meeting. I will need any response to comments for the meeting packet on or before April

Sincerely,

  
John Franklin  
Town Planner

Attachments

Town of

# Johnstown

Planning and Zoning Department  
450 S. Parish Ave. Johnstown, CO 80534  
(970) 587-4664; Fax (970) 587-0141  
[www.townofjohnstown.com](http://www.townofjohnstown.com)

DATE: March 10, 2016

## REFERRAL OF APPLICATION

The Town of Johnstown has received the following application for review:

**Project:** Final Subdivision Plat entitled 2534 Filing 13 (will be re-numbered)

**Location:** South of Ronald Regan Blvd. and west of Trade Street (extended).

**Applicant:** Gerrard Family Limited Partnership, LLLP

**Please reply by:** March 24, 2016

**Tentative Planning and Zoning Commission Hearing:** April 13, 2016

**Planner:** John Franklin      [jfranklin@townofjohnstown.com](mailto:jfranklin@townofjohnstown.com)

This application is submitted to you for review. Any comments or recommendations you consider relevant to this request would be appreciated. Please reply by the above listed date so that we may include your comments with others. If additional documentation is required, please advise us as soon as possible.

- We have reviewed the request and find no conflicts with our interests.
- Please see the attached letter.

Comments:

WE ARE REVIEWING CIVIL PLANS (WATER, SEWER, SANITARY) RELATED TO THIS  
DEVELOPMENT (RE: TCMO BID PACK #11, FROM GALLOWAY). PER TOWN PLANNER  
DIRECTION, WE ARE NOT REVIEWING PLAT AND/OR TRADE STREET PLANS.

Signature: *Greg A. White* Date: 3-22-16

Agency: TTG, AS TOWN ENGINEER

Rev. 9/08

Planning and Zoning Department  
450 S. Parish Ave. Johnstown, CO 80534  
(970) 587-4664; Fax (970) 587-0141  
[www.townofjohnstown.com](http://www.townofjohnstown.com)

**DATE:** March 10, 2016

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**Please reply by:** March 24, 2016

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**Planner:** John Franklin      [jfranklin@townofjohnstown.com](mailto:jfranklin@townofjohnstown.com)

This application is submitted to you for review. Any comments or recommendations you consider relevant to this request would be appreciated. Please reply by the above listed date so that we may include your comments with others. If additional documentation is required, please advise us as soon as possible.

We have reviewed the request and find no conflicts with our interests.

~~Please see the attached letter.~~

Comments:

Signature: \_\_\_\_\_

Date: 03/23/2016

Agency: \_\_\_\_\_

Rev. 9/08

*Chris M. Holt*  
*Felsburg Holt & Ullering*



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Loveland Fire Rescue Authority  
Community Safety Division  
410 East 5th Street  
Loveland, Colorado 80537  
Phone (970) 962-2537

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TO: John Franklin, Town Planner, Johnstown, Colorado

FROM: Carie Dann, Deputy Fire Marshal, Loveland Fire Rescue Authority, phone 970.962.2518, email Carie.Dann@LFRA.org

RE: Final Subdivision Plat 2534 Filing 13 (will be re-numbered, per Town)

DATE: March 23, 2016

I have reviewed the above project and have the following comments:

1. This is a proposal to plat a new roadway right-of-way consisting of approximately 8.199 acres, to be named Trade Street. It is an extension of the north-south existing Trade Street on the north side of Ronald Reagan Boulevard; the extension will be south of Ronald Reagan Boulevard. For purposes of fire department review, the submittal included a street cross-section and one-page plat.
2. It cannot be determined from submitted plans if Trade Street will be public or private. If it is a private street/drive, the roadway vehicular travel width is required to be dedicated on the plat as an Emergency Access Easement; the Emergency Access Easement is not required if it is a public street.
3. Per LCUASS, all cul-de-sac turnarounds must be at least 100 feet in diameter. It cannot be determined if the design meets this requirement.
4. Per LCUASS, three "no parking" signs are required in cul-de-sac turnarounds. These signs should be located at the end of the turnaround, and one on each side of the turnaround. These signs must be NO PARKING ANY TIME.
5. Additional requirements pertaining to fire hydrants, vehicle access to properties, etc., will be forthcoming when specific develop occurs at the properties accessed off this roadway.



**AGENDA ITEM 9B**

**WATER  
AND  
SEWER  
SERVICE AGREEMENT  
(SCHEELS ALL SPORTS, INC.)**

**TOWN COUNCIL AGENDA COMMUNICATION**

---

**AGENDA DATE:** May 16, 2016

**ITEM NUMBER:** 9B

**SUBJECT:** Consider Water and Sewer Service Agreement for Scheels at 2534 (“WSSA”)

**ACTION PROPOSED:** Consider Approval of Water and Sewer Service Agreement for Scheels at 2534

**PRESENTED BY:** Town Attorney

---

**AGENDA ITEM DESCRIPTION:** In compliance with the Town’s water rights dedication ordinance, Scheels at 2534 (“Scheels”) submitted a water and sewer demand analysis on or about January 20, 2016, which has been accepted by the Town upon a review by the Town’s Water Resources Engineer. Based upon the analysis, with the proposed construction of a 250,000sf retail store, the average in-building water demand for Scheels is calculated to be 4.65 acre- feet per year and the irrigation demand is estimated to be 7.42 acre- feet per year.

To facilitate the development, Scheels requested that the Town grant it the right to use water from the Town’s share of water supplies to serve the in-building water demands of the store. The Town’s Water Resources Engineer calculated the demand to be fifty-eight one-hundredth (0.58) shares of Consolidated Home Supply Ditch and Reservoir Company. Scheels has agreed to pay \$\$49,300 for the use of the water, which is deemed to be the fair market value. Per the proposed WSSA, the Town’s grant of the right to use the water is subject to the condition that Scheels complete construction and obtain a certificate of occupancy for approximately 250,000 square feet of retail space by December 31, 2017. If Scheels does not timely complete construction, the Town, in its sole discretion, may rescind the WSSA and recapture the water. More, if the preliminary analysis understated the demand, the Town has not agreed to allow Scheels to use any additional water.

As to the non-potable water for irrigation, Scheels dedicated the water from the 2534 non-potable water bank.

---

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

---

**FINANCIAL ADVICE:** N/A

---

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

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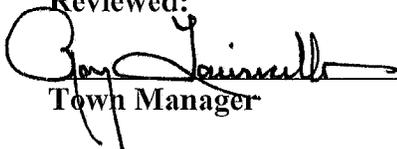
**SUGGESTED MOTIONS:**

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

**For Denial:** I move to deny approval of the Water and Sewer Service Agreement for Scheels at 2534.

---

**Reviewed:**

  
Town Manager

# **AGREEMENT**

## **WATER AND SEWER SERVICE AGREEMENT**

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this \_\_\_\_ day of May, 2016, by and between SCHEELS ALL SPORTS, INC., a North Dakota corporation ("Developer"), and THE TOWN OF JOHNSTOWN, a Colorado municipal corporation, ("Town"), collectively sometimes referred to as "Parties."

### **RECITALS:**

**WHEREAS**, the Developer is the owner of land legally described as Lot 6, Block 3, 2534 Filing No. 13, Town of Johnstown, County of Larimer, State of Colorado ("Subject Property"); and

**WHEREAS**, the Subject Property is being developed as a Scheels retail store containing approximately 250,000 square feet of new retail uses ("Scheels Store"); and

**WHEREAS**, the Town obtained analysis from Ray Real Estate Services, Inc. and BBC Research and Consulting projecting that the Scheels Store will provide substantial economic benefits to the Town, including but not limited to, increased sales tax revenues and new employment opportunities; and

**WHEREAS**, to facilitate the development of the Scheels Store and subject to the terms of this Agreement, the Developer has requested that the Town grant it the right to use a certain amount water from the Town's share of water supplies at the fair market value to serve the in-building water demands of the Scheels Store; and

**WHEREAS**, the Town has a sufficient supply of water to serve the in-building water demands of the Scheels Store as well as the long term needs of the Town; and

**WHEREAS**, Developer will obtain the necessary water for the out-of-building demand, including landscaping, from a different source than the Town's share of water supplies; and

**WHEREAS**, Colorado municipalities are entitled to encourage new and expanded retail development through inducements and incentives; and

**WHEREAS**, based on the anticipated economic benefits, the additional employment opportunities and the extraordinary opportunity presented by the location of the Scheels Store in the Town, the Town Council desires to accommodate the Developer's request and finds that this Agreement is in the best interests of the citizens of the Town; and

**WHEREAS**, the Developer and the Town desire to set forth their agreement concerning the Developer's use of the Town's water, water demand and supply for out-of-building use,

preliminary projections of water and sewer demand and a commitment by the Town for water and sewer service for the Subject Property.

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

1. **Recitals.** The Recitals are incorporated into the Agreement as if fully set forth herein.

2. **Water and Sewer Demand Studies.** In compliance with the Section 13-65 of the Johnstown Municipal Code, the Developer submitted a preliminary water and sewer demand analysis to the Town for the water needs of the Subject Property ("Preliminary Analysis"). The Preliminary Analysis provides an estimated average annual water demand of 12.07 acre feet per year for commercial development of the Subject Property as follows:

<b>Development Component</b>	<b>Demand (AF/YR)</b>	<b>Consumption (AF/YR)</b>
In-Building Use	4.65	0.23
Landscape Irrigation (2.97 acres)	7.42	6.31
<b>Total</b>	<b>12.07</b>	<b>6.54</b>

The Preliminary Analysis has been approved by the Town's water engineer and is hereby accepted by the Town.

Notwithstanding the foregoing, in accordance with Section 13-68(h) of the Johnstown Municipal Code, the Town reserves the right to review actual water usage within the Subject Property at a point in time after water usage has been established to confirm the adequacy of the water demand projections contained in the Preliminary Analysis. If the Preliminary Analysis is subsequently determined to understate the water demand, the Developer shall be required to dedicate additional water to the Town.

3. **Grant of Right to Use Water for In-Building Demand.**

A. The Town hereby grants to the Developer the right to use fifty-eight one-hundredth (0.58) shares of Consolidated Home Supply Ditch and Reservoir Company that has been changed for municipal use from the Town's water supply to satisfy the in-building water needs of the Subject Property. The water may not be used for any other purpose. The Developer agrees to pay Forty-Nine Thousand Three Hundred Dollars (\$49,300.00) for the use of the water, which price represents the fair market value of the fifty-eight one-hundredth (0.58) shares of the Consolidated Home Supply Ditch and Reservoir Company. The Developer shall pay the full sum of Forty-Nine Thousand Three Hundred Dollars (\$49,300.00) prior to the issuance of the building permit for the Scheels Store.

B. The Town's grant of the right to use the water to the Developer is subject to the condition that the Developer complete construction of the Scheels Store and obtain a certificate of occupancy for approximately 250,000 square feet of retail space by December 31, 2017. If the Developer has not obtained a certificate of occupancy for the Scheels Store by December 31, 2017, the Town, in its sole discretion, may rescind this Agreement and recapture the fifty-eight one-hundredth (0.58) shares of Consolidated Home Supply Ditch and Reservoir Company. If the failure to open the Scheels Store by December 31, 2017 is the result of excusable delays, as determined by the Town, the Town may, in its sole discretion, extend the time in which the Developer is required to obtain a certificate of occupancy. If the Town rescinds this Agreement, the Town shall return the funds paid by the Developer under this Agreement without the accrual of interest. The Developer shall thereafter be required, prior to the issuance of a certificate of occupancy, to enter into a new water and sewer service agreement with the Town and dedicate sufficient water to the Town to satisfy the water needs of the Subject Property.

C. If, at any time after the Scheels Store is open, the Town determines that the Preliminary Analysis underestimated the water demand and the Developer is required to obtain additional water pursuant to Section 13-68(h) of the Johnstown Municipal Code to satisfy the water needs of the Subject Property, the Developer recognizes and understands that the Town is not hereby committing, and does not hereby agree to grant the use of, additional water to the Developer. The Town's agreement to allow the Developer to use the Town's supply of water is limited to the amount of water set forth in this Agreement, as calculated in the Preliminary Analysis, and is contingent on the construction of the Scheels Store by December 31, 2017.

4. ***Dedication of Water for Out-of-Building Demand.*** The demand for out-of-building irrigation use must be met by the Developer's dedication of 7.42 acre-feet per year from the non-potable supply of the 2534 Water Bank. Evidence of this dedication is attached as Exhibit A.

5. ***Commitment to Provide Water and Sewer.*** Subject to the Developer's performance of all the covenants contained herein, payment of all required fees and the issuance of a certificate of occupancy, the Town commits to provide to the Subject Property up to 12.07 acre-feet per year of water supply (4.65 acre feet per year for in-building demand and 7.42 acre feet per year for out-of-building irrigation) together with the corresponding sewer service.

6. ***Water and Sewer Taps.*** Water taps will be issued by the Town upon delivery of the appropriate number of Water Certificates pursuant to the terms and conditions of Article 5 of the Water Service Intergovernmental Agreement dated January 5, 2004, between the Town and Thompson Crossing Metropolitan District No. 1. Sewer taps will be issued by the Town upon delivery of the appropriate number of Low Point Plant Investment Fee Certificates pursuant to the terms and conditions of Article V of the Low Point Wastewater Service Intergovernmental Agreement dated November 18, 2002, between the Town and the Thompson Crossing Metropolitan District No. 1.

7 **Payment of Water Court Transfer Fees.** Upon execution of this Agreement, Developer must pay to the Town the sum of Two Thousand One Hundred dollars (\$2,100.00) as payment of the water court transfer fees required by Section 13-68 of the Johnstown Municipal Code, as amended. This payment is for 4.65 acre-feet per year of estimated water demand for in-building use and estimated consumptive use of 0.23 acre-feet per year of in-building use (14 SFE). If the actual demand for the Subject Property increases based on actual water usage, the Developer shall pay additional water court transfer fees upon the dedication of additional water. If the parties subsequently agree that a downward adjustment is appropriate, the water court transfer fee shall also be adjusted and remitted proportionately back to the Developer.

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

TO THE DEVELOPER:

Scheels All Sports, Inc.  
4550 15<sup>th</sup> Avenue South  
Fargo, ND 85103  
Attn: Steve Scheel, President

WITH A COPY TO:

Barnes & Thornburg, LLP  
225 South Sixth Street, Suite 2800  
Minneapolis, MN 55402  
Attn: Stephen M. Hickok, Esq.

TO THE TOWN:

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

WITH A COPY TO  
THE TOWN ATTORNEYS:

Avi Rocklin, Esq.  
Law Office of Avi S. Rocklin, LLC  
Johnstown Town Attorney  
19 Old Town Square, Suite 238  
Fort Collins, CO 80524

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

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

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

10. **Successors and Assigns.** The benefits of this Agreement and the burdens hereunder shall respectively inure to and be binding upon the Developer's successors and assigns to the extent the successors and assigns occupy the Subject Property.

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

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

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

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

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

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

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement.

18. **Findings.** The Town hereby finds and determines that execution of this Agreement is in the best interests of the public health, safety and general welfare of the citizens of the Town and the provisions of this Agreement are consistent with the laws, regulations and policies of the Town.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



EXHIBIT A

**RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT**

This is to acknowledge and agree that the Town of Johnstown may allocate raw water credit from the Gerrard Family Limited Partnership, LLLP and Thompson Ranch, LLLP raw water credit account held by the Town of Johnstown, known as the "2534 Non-Potable Water Bank," to provide out-of-building, irrigation water to Scheels All Sports, Inc. for land legally described as Lot 6, Block 3, 2534 Filing No. 13, Town of Johnstown, County of Larimer, State of Colorado, and any successor occupant of the premises at the same location, pursuant to a Water and Sewer Service Agreement to be executed between Scheels All Sports, Inc. and the Town of Johnstown. The amount of such allocated raw water credit is calculated to be 7.42 acre-feet per year, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement.

The undersigned certify that they are authorized to execute this Raw Water Allocation Acknowledgment on behalf of Gerrard Family Limited Partnership, LLLP and Thompson Ranch, LLLP.

GERRARD FAMILY LIMITED PARTNERSHIP, LLLP

\_\_\_\_\_

Dated: \_\_\_\_\_

Nathan Gerrard, Managing Partner  
Gerrard Family Limited Partnership, LLLP

THOMPSON RANCH, LLLP

\_\_\_\_\_

Dated: \_\_\_\_\_

Todd Williams, Vice President  
Thompson Ranch, LLLP



**AGENDA ITEM 9C**

**FINANCIAL**

**MATCH**

**(North I-25 Tiger and Fastlane Grant  
Applications)**

**(Resolution No. 2016-07)**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** May 16, 2016

**ITEM NUMBER:** 9C

**SUBJECT:** Consider Resolution No. 2016-07, Financial Match Support for North I-25 TIGER and FASTLANE Grant Applications

**ACTION PROPOSED:** Approve Resolution No. 2016-07

**PRESENTED BY:** Town Manager and Town Attorney

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**AGENDA ITEM DESCRIPTION:** At the April 4, 2016 Council work session, Johnny Olson, Regional Director of CDOT, made a presentation to Council requesting local matching funds for a federal TIGER grant application for I-25 which is being prepared by CDOT. Terri Blackmore, Executive Director of the North Front Range Metropolitan Planning Organization (NFRMPO) can utilize the same match commitment for a FASTLANE grant application that the NFRMPO will be submitting.

The attached resolution supports the applications for federal funding of the I-25 improvements by committing local match dollars of up \$1,000,000 over a four (4) year period (2017-2020) at \$250,000 per year. The funding would assist in potentially attracting grant funding to complete highway improvements to north I-25. Federal grant applications for TIGER funds and FASTLANE funds have been submitted by CDOT and the North Front Range Metropolitan Planning Organization (NFRMPO) respectively. Local matching funds are required for each grant. If the applications prove unsuccessful, no local matching funds would be drawn upon. If successful, the first year matching funds of \$250,000 would not be appropriated until 2017.

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**LEGAL ADVICE:** Resolution No. 2016-07 was prepared by the Town Attorney

**FINANCIAL ADVICE:** Resolution No. 2016-07 commits local matching dollars of \$250,000 per year over a four year period beginning in 2017 should the grant applications be approved. If not, then no local matching funds would be required. It is anticipated the local matching dollars would be provided from the General Fund and Use Tax Fund unassigned fund balances, subject to award of the grants and appropriation of the funds.

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**RECOMMENDED ACTION:** Approve Resolution No. 2016-07

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**SUGGESTED MOTION:**

**For Approval:** I move to approve Resolution No. 2016-07

**For Denial:** I move to deny approval of Resolution No. 2016-07.

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**Reviewed:**

  
Town Manager

**RESOLUTION**

**No. 2016-07**

**TOWN OF JOHNSTOWN, COLORADO**

**RESOLUTION NO. 2016-07**

**CONCERNING FINANCIAL MATCH SUPPORT FOR NORTH I-25  
TIGER AND FASTLANE GRANT APPLICATIONS**

**WHEREAS**, the Town of Johnstown recognizes that Interstate 25 (“I-25”) is an integral part of the transportation system in northern Colorado that connects communities along the Front Range and further recognizes the need to expand the number of travel lanes to safely accommodate current and future traffic; and

**WHEREAS**, Transportation Investment Generating Economic Recovery (“TIGER”) is a supplementary discretionary grant program included in the American Recovery and Reinvestment Act of 2009; and

**WHEREAS**, Fostering Advancements in Shipping and Transportation for the Long-term Achievement of National Efficiencies (“FASTLANE”) is a competitive grant established by Fixing America’s Surface Transportation Act of 2015; and

**WHEREAS**, the Colorado Department of Transportation (“CDOT”) is proposing significant improvements to fourteen miles of I-25 between State Highway 402 and State Highway 14 to include an “interim” third lane in each direction and permanent expansions to several bridges; and

**WHEREAS**, to accomplish the improvements to I-25, CDOT is applying for an award of federal funds under the TIGER grant program; and

**WHEREAS**, Mr. Johnny Olson, the Regional Director of CDOT, presented information regarding the TIGER grant application to the Town Council during a work session on April 4, 2016, and represented that the proposed I-25 improvements will cost approximately \$230 million dollars; and

**WHEREAS**, CDOT is proposing a funding mix that includes \$25 million in TIGER grant funds, \$80 million from the State of Colorado, \$100 million in loan funds, backed by toll revenues from the new lanes, and \$25 million in local match funds; and

**WHEREAS**, CDOT is requesting local contributions from all the jurisdictions that will be positively impacted by the increased capacity along North I-25; and

**WHEREAS**, CDOT is requesting that the Town of Johnstown commit local match dollars for the TIGER grant application in the amount of \$250,000 per year for four years (2017-2020), for a total of \$1,000,000 dollars; and

**WHEREAS**, the Executive Director of the North Front Range Metropolitan Planning Organization (“NFRMPO”) is able to use the same matching fund commitment for a FASTLANE grant application that the NFRMPO intends to file to help fund the I-25 improvements; and

**WHEREAS**, the Town Council supports efforts to improve North I-25 and supports the commitment of \$250,000 per year for four years for the local match fund for the TIGER and FASTLANE grant applications; and

**WHEREAS**, in the event that the TIGER and FASTLANE grant applications are not awarded, the Town Council nevertheless desires to express support for efforts to improve North I-25 and a commitment to pledge local funds for subsequent efforts.

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

1. The Town Council supports efforts to improve North I-25 to achieve increased capacity along the interstate.
2. The Town Council supports the commitment of \$250,000 per year for four years (2017-2020) to contribute to the local match fund for the TIGER or FASTLANE grant applications, subject to award of the grants and appropriation of such funds.

PASSED, SIGNED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

**ATTEST:**

**TOWN OF JOHNSTOWN, COLORADO**

By: \_\_\_\_\_  
Diana Seele, Town Clerk

By: \_\_\_\_\_  
Scott James, Mayor



**AGENDA ITEM 9D**

**2016**

**CHIP SEAL PROJECT  
(A-1 Chipseal Company)**

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## TOWN COUNCIL AGENDA COMMUNICATION

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**AGENDA DATE:** May 16, 2016

**ITEM NUMBER:** 9D

**SUBJECT:** Consider Award of Contract to A-1 Chipseal Company – 2016 Chip Seal Project

**ACTION PROPOSED:** Award Contract to A-1 Chipseal Company

**PRESENTED BY:** Town Manager and Town Attorney

**AGENDA ITEM DESCRIPTION:** Chip seal is an economical surface treatment designed to protect and prolong the life of pavement. In a single chip seal, an asphalt binder is sprayed onto the pavement, then immediately covered by a single layer of uniformly sized chips. The new surface is then rolled to seat the aggregate and broom swept to remove any loose chips. A fog seal is then applied to the treated surface. Fog seal is a process whereby a diluted asphalt emulsion is sprayed onto the road surface to give the roadway a black appearance, which also aids in the chip retention.

Chip seals are used for restoring skid resistance, protecting a roadway surface from aging, waterproofing the surface of the road and protecting the underlying pavement from oxidation, and traffic wear.

The 2016 Chip Seal Project represents a total of approximately 71,400 square yards of pavement surface improvements to street segments within the Town (refer to attached street list). The cost for 1/4" chip seal per square yard is **\$2.70**, and **\$2.80** per square yard for a 3/8" chip seal, plus **\$120** per hour for street sweeping.

A-1 Chipseal Company has successfully completed chip seal projects over the past eleven (13) years in Johnstown. The Company has also performed work in the cities of Denver, Colorado Springs, Aurora, Lakewood, Arvada, Golden, Northglenn, Loveland, Frederick, Estes Park, etc.

*Section 9.1.3 of the Town's Purchasing Procedure Manual provides in part for the following:*

"Procurement Under Existing Contracts:" Department Heads and the Town Administrator may contract for services, construction of items of tangible personal property without use of competitive sealed bids or competitive sealed proposals, as follows:

**9.3.1** "With a vendor which has a current contract or price agreement with the state purchasing agent or central purchasing officer or with another municipality or a county which has or uses an open bid process for the items, services or construction meeting the same standard specifications as the items that are to be procured if the following conditions are met:

- a. The quantity purchased does not exceed the quantity, which may be purchased under the applicable contract; and
- b. The purchase order adequately identifies the contract relied upon by number, if applicable, or by other appropriate references."

On April 12, 2016, A-1 Chipseal Company (Daniel Gryzmala, President) was awarded a contract by the City of Loveland for the City's 2016 Street Resurfacing Program in the amount of \$440,000 (refer to attachments). Mr. Gryzmala has agreed to perform the Town of Johnstown's 2016 Chip Seal Project in accordance with the City of Loveland specifications, and at the same unit cost (\$2.70/sy.) for 1/4" aggregate chip seal, (\$2.80/sy.) for 3/8" aggregate chip seal, and \$120 per hour for the chip seal pickup sweeper for a total contract price not to exceed \$250,000. (See Attachment A for their proposal)

**NOTE:** According to the Contractor, the chip seal work will be completed following the June 4th BBQ Day celebration.

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**LEGAL ADVICE:** The former Town Attorney drafted the attached agreement.

**FINANCIAL ADVICE:** According to the Town Treasurer, \$250,000 was budgeted for the chip seal project.

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**RECOMMENDED ACTION:** Award contract to A-1 Chipseal Company.

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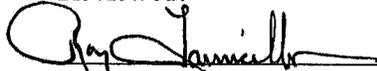
**SUGGESTED MOTIONS:**

**For Approval:** I move to award the contract for the 2016 Chip Seal Project to A-1 Chipseal Company for a total price not to exceed \$250,000, and authorize the Mayor to sign the agreement.

**For Denial:** I move to deny the award of the contract to A-1 Chipseal Company.

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**Reviewed:**

  
Town Manager

# AGREEMENT

**TOWN OF JOHNSTOWN, COLORADO**

**2016 CHIP SEAL PROGRAM**

THIS CONTRACT entered into at Johnstown, Colorado, this \_\_\_ day of \_\_\_, 2016 by and between the TOWN OF JOHNSTOWN, COLORADO, a Colorado Home Rule Town, with address for notice at 450 S. Parish Ave./P.O. Box 609, Johnstown, Colorado 80534 hereinafter called and referred to as the Town, and A-1 Chip Seal Company, with address for notice at 2001 W. 64<sup>th</sup> Lane, Denver, CO 80221 hereinafter called and referred to as Contractor.

**WITNESSETH:**

THAT FOR AND in consideration of the premises, the payments hereinafter provided for, and the mutual covenants, promises, doings, and things hereinafter set forth, the parties hereto do now agree as follows:

1. That Town does engage the services of Contractor, and Contractor does hereby bind himself unto Town, to perform the following project to Town, to wit:

**2016 CHIP SEAL PROGRAM**

for a total price not to exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000), which shall be paid in the following manner:

The bid price shall be payable by Town unto Contractor upon Town's accounts payable cycle following approval by Town of detail invoices from Contractor. Final payment equal to ten percent (10%) of the bid amount shall be paid upon final completion of the work, and acceptance by the Town, and receipt of all lien waivers, and end of period for Notice of Final Payment as published by Town Clerk.

2. That all of Contractor's performance hereunder shall be in a workmanlike manner, and shall be in conformity with the attached specifications for said project, and in accordance with time restrictions and limitations set forth:

The term "Contract documents" means and includes the following:

- (a) Contract and Attachments
- (b) Specifications
- (c) Chip Seal quote
- (d) Insurance Certificates and Insurance Requirements
- (e) Notice to Proceed
- (f) Change Order
- (g) Invitation for Bids
- (h) Information for Bidders
- (i) Bid Proposal and Bid Bond

- (j) Notice of Contractor's Settlement
- (k) Final Receipt and Guarantee

The contractor shall furnish all materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

3. That within three (3) days of the execution of the contract, the Contractor shall have furnished the Town all of the items required of the Contractor in the Contract Documents. Upon receiving the required documents, the Town shall issue a Notice to Proceed. Contractor shall then have thirty (30) calendar days to complete the project. Failure to complete the project by the specified time shall cause Contractor to be liable to the Town for \$100.00 each day beyond such time period to reimburse Town for its damages for such delay, such amount being difficult to ascertain in advance, and therefore, the Parties agree to the per day damages as liquidated damages and not as a penalty.

This contract shall be and become binding upon, and inure to the benefit of, the parties hereto, their heirs, personal representatives, successors and assigns. Further, this Contract shall be construed and interpreted according to the laws of the State of Colorado and any action to interpret, construe, or enforce the same shall be maintained in the appropriate court in Weld County, Colorado.

Executed as of the date and year as above written.

**TOWN OF JOHNSTOWN, COLORADO**

By \_\_\_\_\_  
Mayor

**ATTEST:**

By \_\_\_\_\_  
Town Clerk

**CONTRACTOR**  
A-1 Chip Seal Company



By Stephanie Wallis  
(Title)  
Stephanie Wallis, Corporate Secretary



Customer	Attention	Date
<b>Johnstown, City of</b>	<b>Don Gardner</b>	<b>04/26/16</b>
<b>P.O. Box 609</b>	<b>(970) 587-4664</b>	Proposal #
<b>Johnstown, CO 80534-</b>	<b>dgardner@townofjohnstown.com</b>	<b>21009</b>
Proposal for	<b>Fax: (970) 587-0141</b>	
<b>Johnstown 2015 Street Program - Various Streets - Johnstown</b>		

Item#	Description	Qty/Unit	Unit Price	Total Price
	<b>Option# 1      2016 Chipseal Program</b>			
01	<b>Chipseal</b> 1/4" Chipseal in place on existing asphalt pavement. *All labor, material, equipment, and traffic control necessary shall be furnished. *All work shall be done in accordance with the Standard Specifications for Chipseal Applications.  Snow Plow Damage Tips: *Utilize snow plows that have a rubber edge blad, the use of a straight steel edge blade at high speeds can "chatter" and damage the chip seal *Slower speeds when plowing will help diminish snow plow damage *Not plowing all the snow off and leaving some snow on the surface helps to extend the life of a chip seal *Use smaller size aggregates, because they are less susceptible to plow damage	80,840 SY	\$2.70	\$218,268.00
02	<b>Pickup Sweeper</b>	160 HR	\$120.00	\$19,200.00
03	<b>Double Chipseal - Parish Ave.</b> Double Chipseal in place on existing asphalt pavement. *All labor, material, equipment, and traffic control necessary shall be furnished. *All work shall be done in accordance with the Standard Specifications for Chipseal Applications.  Snow Plow Damage Tips: *Utilize snow plows that have a rubber edge blad, the use of a straight steel edge blade at high speeds can "chatter" and damage the chip seal *Slower speeds when plowing will help diminish snow plow damage *Not plowing all the snow off and leaving some snow on the surface helps to extend the life of a chip seal *Use smaller size aggregates, because they are less susceptible to plow damage	6,000 SY	\$5.50	\$33,000.00
04	<b>Railroad ROW Chipseal - Approximate Cost Per Each Location</b>	1 EA	\$5,000.00	\$5,000.00
Accepted _____		<b>Total for Option# 1</b>		<b>\$275,468.00</b>

**Additional Charges If Required :**

\*This Proposal is based on one Mobilization.  
\*Additional mobilizations add \$2,000.00 each

**Notes:**

\*Final billing will be based on actual field measured quantities installed.  
\*2016 Chipseal Season

**Exclusions:**

\*Bonds, permits, testing, engineering, surveying, striping, adjustments.

**See attached terms and conditions**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ Estimator: John Parks

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Agent(s) John Parks  
(720) 540-8288  
jparks@asphaltrepair.com

**Phone: 303.464.9267 Fax: 303.464.9261**

**2505 E 74th Ave - Denver, CO 80229**

**A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.**

Attachment B

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

Contractor shall not:

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

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

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

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

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

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

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

**STREET  
PROJECT  
LIST**

Road Name	From Address	To Address	Comments
ANGOVE AVE	S 1ST PL	E HWY 60	DOWNTOWN
ANGOVE AVE	CHARLOTTE ST	S 1ST PL	DOWNTOWN
CANAL AVE	N 1ST ST	ALLEY	DOWNTOWN
CANAL AVE	ALLEY	N 2ND ST	DOWNTOWN
CHARLOTTE ST	S IDAHO AVE	S HARDING AVE	DOWNTOWN
CHARLOTTE ST	ALLEY	SAINT CHARLES CT	DOWNTOWN
CHARLOTTE ST	S DENVER AVE	PETERSON DR	DOWNTOWN
CHARLOTTE ST	PETERSON DR	S ESTES AVE	DOWNTOWN
CHARLOTTE ST	S COLUMBINE AVE	ALLEY	DOWNTOWN
CHARLOTTE ST	SAINT CHARLES CT	S DENVER AVE	DOWNTOWN
CHARLOTTE ST	S ESTES AVE	S FREMONT AVE	DOWNTOWN
CHARLOTTE ST	S FREMONT AVE	S GREELEY AVE	DOWNTOWN
CHARLOTTE ST	S GREELEY AVE	S HARDING AVE	DOWNTOWN
CHARLOTTE ST	S IDAHO AVE	S JAY AVE	DOWNTOWN
INDUSTRIAL DR	ANGOVE AVE	END	DOWNTOWN
LIPPIT AVE	W PARK AVE	S 1ST ST	DOWNTOWN
MADDEN	W PARK AVE	S 1ST ST	DOWNTOWN
N 1ST ST	RAYMOND AVE	CANAL AVE	DOWNTOWN
N 1ST ST	RAYMOND PL	RAYMOND AVE	DOWNTOWN
N 1ST ST	RAYMOND PL	N PARISH AVE	DOWNTOWN
N 1ST ST	N GREELEY AVE	N HARDING AVE	DOWNTOWN
N 1ST ST	N HARDING AVE	N IDAHO AVE	DOWNTOWN
N 1ST ST	N IDAHO AVE	N JAY AVE	DOWNTOWN
N 2ND ST	REIMER CT	END	DOWNTOWN
N 2ND ST	N HARDING AVE	N JAY AVE	DOWNTOWN
N 2ND ST	N JAY AVE	REIMER CT	DOWNTOWN
N 2ND ST	N GREELEY AVE	N HARDING AVE	DOWNTOWN
N ESTES AVE	CHARLOTTE ST	ALLEY	DOWNTOWN
N ESTES AVE	ALLEY	N 1ST ST	DOWNTOWN
N ESTES AVE	N 1ST ST	N 1ST PL	DOWNTOWN
N ESTES AVE	ALLEY	N 2ND ST	DOWNTOWN
N HARDING AVE	N 1ST ST	N 2ND ST	DOWNTOWN
N IDAHO AVE	CHARLOTTE ST	N 1ST ST	DOWNTOWN
N JAY AVE	S JAY AVE	N PARK AVE	DOWNTOWN
N JAY AVE	N PARK AVE	N 1ST ST	DOWNTOWN
N JAY AVE	N 1ST ST	N 2ND ST	DOWNTOWN
N PARK AVE	N JAY AVE	W PARK AVE	DOWNTOWN
S RAYMOND AVE	E HWY 60	CHARLOTTE ST	DOWNTOWN
N RAYMOND AVE	N 1ST ST	N 2ND ST	DOWNTOWN
RAYMOND PL	CHARLOTT ST	N 1ST ST	DOWNTOWN
REIMER CT	N 2ND ST	END	DOWNTOWN
N RUTHERFORD AVE	N 1ST ST	N 2ND ST	DOWNTOWN
S RUTHERFORD AVE	CHARLOTTE ST	S 1ST ST	DOWNTOWN
S 1ST PL	S PARISH AVE	ANGOVE AVE	DOWNTOWN
S 1ST PL	ANGOVE AVE	END	DOWNTOWN
S JAY AVE	N JAY AVE	W PARK AVE	DOWNTOWN
S JAY AVE	S PARK AVE	S IDAHO AVE	DOWNTOWN
W PARK AVE	LIPPIT AVE	MADDEN AVE	DOWNTOWN
W PARK AVE	MADDEN AVE	N PARK AVE	DOWNTOWN
W PARK AVE	S JAY AVE	LIPPIT AVE	DOWNTOWN
W PARK AVE	N PARK AVE	ALLEY	DOWNTOWN

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**LOVELAND  
MATERIALS**



February 9, 2016

Jeff Keil  
City of Loveland Public Works  
Project Engineering  
2525 W. First St.  
Loveland, CO 80537

Jeff,

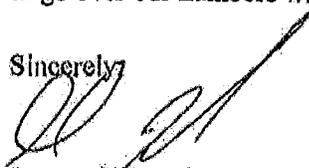
Let me start by saying that our company really appreciates the strong working relationship we've had with the City of Loveland over the entire history of our company. We don't want to do anything to affect that relationship. Our proposed price increase of approximately 4% is based upon several factors which have placed additional costs on our company. This is the first increase we have requested in the past two years. Over that time we have realized several areas of increased cost.

- The accelerated economy has increased trucking demands; with the limited supply our cost has increased approximately 5% per year.
- The existing economy combined with the limited skilled labor supply has increased labor costs approximately 5%.
- The Healthcare Reform Act has increased costs in the past by approximately 5% per year and is projected to increase costs of approximately 3% for the 2016 year.
- We received a 3% - 5% increase in our aggregate material cost in the past two years.
- The Consumer Price Index has increased over the past two years 2.8% and 1.2% respectively.
- Petroleum prices per barrel of crude oil have decreased substantially over the past two years, however our company has not realized substantial cost decreases because Asphalt and Road Oils comprise only 1.7% of the volume of a barrel of oil.
- A substantial cost of our CRS-2P Emulsion comes in the manufacturing process which has experienced cost increases in: polymers, latex, trucking, additives, labor and market supply and demands.

We make every effort to minimize passing on these costs to our customers and we have absorbed a significant percentage of them prior to making these adjustments.

If you have any questions as to how we arrived at these increases please contact me and I will be available to go over our numbers with you.

Sincerely,



Danny Gryzmala  
President

## Terms and Conditions

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the contractor has the power to modify the provisions hereof in any respect, that Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment to set forth in this Agreement, and no modification or amendment of this Instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.
2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives successors, and assigns, where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor.
3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.
4. If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado and that venue for any dispute or litigation arising out of this Agreement shall be in Adams County, Colorado.
5. Any alteration or deviation from the specifications, including those directed by the Owner, construction lender and any public body, that involves extra cost (subcontract, labor, materials) will be executed only upon the parties entering into a written change order, which Contractor may or may not execute at its discretion. Owner hereby authorizes Contractor to make any such repairs and agrees to be responsible for the cost of any such repairs and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein.
6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation for expenses incurred when the Owner is in arrears in making progress payments.
7. Contractor will maintain worker's disability compensation insurance for his employees and comprehensive coverage liability insurance policies. Owner to carry insurance against fire, tornado, hail, vandalism and other casualty losses.
8. Contractor may substitute materials without notice to the owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.
9. Contractor shall not be responsible for underlying materials of the pavement.
10. The parties agree that in the event of breach of any warranty, either expressed or implied, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages either direct or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, crack filler, tar, etc.), caused by others besides employees, regardless of whether such damage occurs or is worsened during the performance of the job.
11. Any warranty, express or implied, is void if contract is not paid in full.
12. If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable lien laws.
13. In the event the amount of Contract is not paid within 30 days from completion, the account shall be in default. The acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs of expenses incurred in the collection of the defaulted account, or in any part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account, or in part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account will bear interest at the rate of 1-1/2% per month, not to exceed 18% per year and not to exceed the maximum rate permitted by law, on the unpaid balance.
14. Owner agrees to indemnify and hold harmless the Contractor and its agents, managers, directors, officers and employees from and against claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement, including claims relating to damages caused by other tradesman and claims related to environmental laws and hazardous materials, except to the extent that such damage, loss or expense is due to the gross negligence or willful misconduct of the party seeking indemnity.
15. This contract shall become binding when signed by all parties and the authorized office of the Contractor. Owner agrees that upon cancellation before work is started, or before material is delivered on the job, to be liable for 15% of gross amount of contract for restocking fees. Owner is liable for the full amount of contract in the event they cancel contract after work has started.
16. If contract is completed except for the installation of the striping, then the Owner shall only have the right to hold 10% of the Contract price until that part of the work is completed.
17. Any notice required or permitted under this Agreement may be given certified or registered mail at the addresses contained in the Agreement.
18. Owner further agrees that the equity in this property is security in this Contract. This Contract shall become binding only upon written acceptance hereof by the Contractor or by an authorized Agent of the contractor, or upon commencement of the work.
19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.
20. The proposal will expire within 90 days from date unless extended in writing by the company. After 90 days, we reserve the right to revise our price in accordance with costs in effect at that time.

### CONSTRUCTION CONTRACT RENEWAL

THIS RENEWAL CONTRACT is made and entered into this 7<sup>th</sup> day of April, 2016, by and between the CITY OF LOVELAND, COLORADO, a home rule municipality ("City"), and A-1 Chip Seal ("Contractor").

1. The City awarded Contractor the bid for the Chip Seal Program (Project ENSR010-CS), to the extent of the Contractor's bid dated March 21, 2013. The City and the Contractor executed the Construction Contract (the "Contract") on April 16, 2013. The Contract provides that the City has an option to extend the Contract, and the City has exercised that option.

2. The Contract is hereby renewed for a one-year term effective April 7, 2016 unless earlier terminated in accordance with the Contract Documents, as defined in the Contract.

3. The Contractor, in consideration of the sum to be paid to the Contractor by the City and of the covenants and agreements contained herein and in the Contract Documents, identified in the general conditions at section 1.0 and incorporated herein by reference, hereby agrees at the Contractor's own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the construction of the project described as 2016 Street Resurfacing Program, City of Loveland Project ENSR010-CS to the extent of the Contractor's bid dated January 27, 2016, for items installed for the Public Works Engineering Department in full compliance with the contract documents.

4. In consideration of the performance of the work as set forth in the contract documents, the City agrees to pay to the Contractor a sum not-to-exceed **FOUR HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$440,000.00)**, as adjusted in accordance with the contract documents or as otherwise herein provided, and to make such payments in the manner and at the times provided in the contract documents. The Contractor shall provide to the City all bonds required by the Contract Documents for the amount set forth in this Paragraph 4.

5. Time is the essence of this contract. The Contractor agrees to complete the work within the timeframes set forth in each individual work order issued under this contract and to accept as full payment hereunder the quantities computed as determined by the contract documents and based on the unit prices set forth in the bid, except as set forth in the Request for Price Revisions as agreed to and accepted by the City, attached as "Exhibit A."

6. All other terms and conditions of the Contract shall remain in full force and effect according to the provisions thereof.

7. This Amendment may be executed by electronic signature in accordance with C.R.S. § 24-71.3-101 *et seq.*

IN WITNESS WHEREOF, the parties have executed this contract as of the date first above written.

SIGNATURES ON NEXT PAGE

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CITY OF LOVELAND, COLORADO

By: William A. Cabell

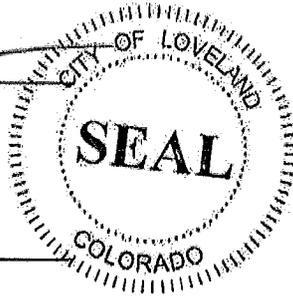
Title: City Manager

ATTEST:

[Signature]  
Deputy City Clerk

APPROVED AS TO FORM:

[Signature]  
Assistant City Attorney



CONTRACTOR:



[Signature]  
BY: Daniel J. Gryzmala  
Title: President

ATTEST: (if corporation)

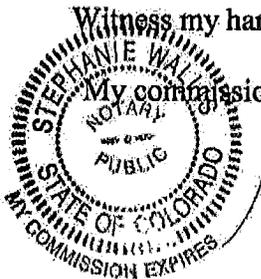
[Signature]  
Corporate Secretary

STATE OF COLORADO )

COUNTY OF Adams ) ss.

The foregoing contract was acknowledged before me this 5<sup>th</sup> day of April, 2010 by Daniel J. Gryzmala, President of A-1 Chip Seal Co.  
(Insert name of individual signing on behalf of the Contractor)

Witness my hand and official seal.



My commission expires 3-28-17

[Signature]  
Notary Public

**2016 STREET RESURFACING PROGRAM, CHIPSEAL PAVING SCHEDULE CS  
CONSTRUCTION CONTRACT RENEWAL EXHIBIT A**



www.a-1chipseal.com

Customer  
Loveland, City of  
410 E. 5th St.  
Loveland, CO 80537-

Attention  
Jeff Keil  
(970) 962-2538  
kellj@ci.loveland.co.us

Date  
**04/22/16**  
Proposal #  
**20565**

Proposal for  
**Loveland Chipseal Project - Various - Loveland**

Item#	Description	Qty/Unit	Unit Price	Total Price
<b>Option# 1</b>				
1- 409090 02	3/8 Inch Chip Seal	113,156 SY	\$2.80	\$316,836.80
2- 409090 03	1/4 Inch Chip Seal	28,255 SY	\$2.70	\$76,288.50
3- 900001 00	Pickup Sweeper	260 HR	\$120.00	\$31,200.00
4- 409091 00	Misc. Contingency	1 EA	\$15,000.00	\$15,000.00
Accepted _____			<b>Total for Option# 1</b>	<b>\$439,325.30</b>

**Additional Charges if Required :**

\*This Proposal is based on one Mobilization.  
\*Additional mobilizations add \$2,000.00 each.

**Notes:**

\*Final billing will be based on actual field measured quantities installed.  
\*Work shall be completed in the same year work was proposed, during the Chipseal season (May thru September)

**Exclusions:**

\*Permits, testing, engineering, surveying, striping, utility adjustments.

**See attached terms and conditions**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ Estimator: John Parks

John Parks  
(720) 540-8288  
jparks@asphaltrepair.com

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Agent(s)

**Phone: 303.464.9267 Fax: 303.464.9261**

**2505 E 74th Ave - Denver, CO 80229**

**A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.**



**AGENDA ITEM 9E**

**APPOINTMENT  
OF  
COUNCIL MEMBER**

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**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** May 16, 2016

**ITEM NUMBER:** 9D

**SUBJECT:** Consider Appointment of Councilmember

**ACTION PROPOSED:** Appoint Councilmember

**PRESENTED BY:** Town Attorney and Town Clerk

**AGENDA ITEM DESCRIPTION:** Councilman Scott James resigned from the Town Council April 18, 2016 prior to be sworn in as the newly elected Mayor. Section 2.6 A. (Vacancies) of the Town Charter provides in part for the following:

*“Appointment by Council if the vacancy occurs more than ninety (90) days before the next municipal election. The appointee shall be selected by a majority vote of the remaining members of Council and such appointment shall be made within thirty (30) days after such vacancy occurs. All such appointments shall continue until a successor is elected and qualified at the next general municipal election.”*

The position vacancy was posted on the Town’s web page and also advertised in the local newspaper. Three (3) applications were received for the position (please refer to attachments). Applicant interviews were held during the week of May 9th.

**LEGAL ADVICE:** The appointment will continue until a successor is elected and qualified at the next general municipal election which is scheduled for April, 2018.

**FINANCIAL ADVICE:** N/A

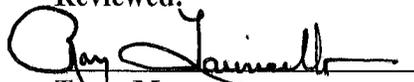
**RECOMMENDED ACTION:** Appoint Councilmember

**SUGGESTED MOTION:**

**For Approval:** I move to appoint (name of appointee) as Councilmember to an unexpired term ending April, 2018.

**For Denial:** I move to deny the appointment of (name of appointee) as Councilmember.

**Reviewed:**

  
Town Manager

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# APPLICATIONS

**LEO  
JAMES  
DOWLING**

**BOB**  
**J.**  
**COGSWELL**

**DEVIN  
DAVIS**

