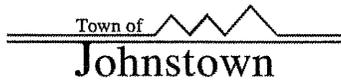


***TOWN COUNCIL***

***MEETING***

***PACKET***

**November 6, 2017**



## Town Council

*Agenda*  
Monday, November 6, 2017  
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 Minutes – October 16, 2017
  - B) **\*Second Reading** – Ordinance No. 2017-149, An Ordinance Authorizing the Purchase of Approximately 10.02 Acres of Real Property Located East of Town Hall along South Parish Avenue from Parish, LLC
  - C) Software Maintenance & Support Agreement – Caselle, Inc.
  - D) Award Professional Services Agreement to Ground Engineering Inc., for Geotechnical Services for the Johnstown Community Recreation Site
- 7) **STAFF REPORTS**
- 8) **OLD BUSINESS**
- 9) **NEW BUSINESS**
  - A) **\*Public Hearing** – Resubdivision of a Portion of Johnstown Heights 3<sup>rd</sup> Filing, Final Plat
- 10) **COUNCIL REPORTS AND COMMENTS**
- 11) **MAYOR'S COMMENTS**
- 12) **ADJOURN**

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### WORK SESSION

- 1) Discussion of 2018 Proposed Budgets – Miscellaneous Funds



#### 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-D**

**CONSENT**

**AGENDA**

- **Council Minutes – October 16, 2017**
  - **Purchase of Real Property**  
**(Parish, LLC)**  
**(Ordinance No. 2017-149)**  
**(\*2<sup>nd</sup> Reading)**
- **Software Maintenance and Support Agreement**  
**(Caselle, Inc.)**
  - **Professional Services Agreement**  
**(Johnstown Community Recreation Site)**  
**(Ground Engineering, Inc.)**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** November 6, 2017

**ITEM NUMBER:** 6A-D

**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:

- Council Meeting Minutes – October 16, 2017
- \* **2<sup>nd</sup> Reading** – Ordinance No. 2017-149, An Ordinance Authorizing the Purchase of Approximately 10.02 Acres of Real Property Located East of Town Hall Along South Parish Avenue from Parish LLC
- \*\* Software Maintenance & Support Agreement – Caselle, Inc.
- \*\*\*Award Professional Services Agreement to Ground Engineering Inc., for Geotechnical Services for the Johnstown Community Recreation Center Site

\*\*The Software Maintenance and Support Agreement is between the Town and Caselle, Inc. Caselle is a software provider for municipalities and counties, and provides the Town with the following modules: Utility Billing, Accounts Payable, Cash Receipting, General Ledger and Payroll. The term of the agreement is for one year, subject to automatic renewal unless either party terminates. The monthly fee for the software support is \$1,029.00 commencing on January 1, 2018, which reflects an increase of \$343.00 per month. The monthly fee is fixed for a one-year period. Caselle will provide automatic updates during the term of the agreement and will provide upgrades if the agreement remains in effect for a five-year period.

\*\*\*Requests for Proposals (RFP's) were solicited from three geotechnical consulting firms for services related to the Johnstown Community Recreation site (refer to attachment). Based upon a review of the proposals by the owner's representative for the recreation project (Mr. Beau La Coutre), it is recommended the contract for the geotechnical services be awarded to Ground Engineering Inc., in an amount not to exceed \$4,000, and authorize the Town Manager to approve change orders in an amount not to exceed ten percent (10%) of the contract amount and also authorize the Mayor to sign the agreement. The professional services agreement is the Town's standard agreement which was prepared by the Town Attorney. According to the Town Treasurer, sufficient funds are available for the services

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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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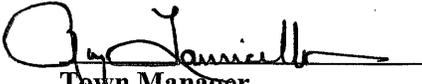
**SUGGESTED MOTION:**

**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, October 16, 2017 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 Davis, Lebsack, Mellon, Molinar Jr., Tallent and Young

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

### Agenda Approval

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

### Consent Agenda

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

- October 2, 2017 Council Meeting Minutes
- Payment of Bills
- September Financial Statements
- Second Amendment to Escrow Agreement – Town of Johnstown, Johnstown Metropolitan District, Johnstown Plaza LLC, UMB Bank

Motion carried with a unanimous vote.

### New Business

A. Public Hearing – New Liquor (Hotel and Restaurant) License for Parry’s Pizzeria and Bar – This is a request for a new Hotel and Restaurant License to be located at 4874 Thompson Parkway. The applicants are David Parry and Miles Arnone.

Mayor James opened the Public Hearing at 7:09 p.m. The applicant presented testimony and provided council with evidence there is a need and desire of the neighborhood. Having no public comments Mayor James closed the public hearing at 7:33 p.m.

Councilmember Davis made a motion seconded by Councilmember Young to approve the issuance of a new liquor (Hotel and Restaurant) license for Parry’s Pizzeria & Bar. Motion carried with a unanimous vote.

B. Public Hearing (First Reading) – Ordinance No. 2017-149, An Ordinance Authorizing the Purchase of Approximately 10.002 Acres of Real Property Located East of Town Hall Along South Parish Avenue from Parish, LLC – On October 2, 2017, the Town Council approved a Purchase and Sale Agreement for the purchase of approximately 10.002 acres of Parish, LLC’s

property for \$1,000,000.00, subject to certain terms and conditions. The town has funds in the Use Tax Fund that may be used to purchase the property and will budget and appropriate such funds for the purchase of the property in accordance with state law. Ordinance No. 2017-149, authorizes the purchase of the property.

Mayor James opened the Public Hearing at 7:34 p.m. and having no public comments closed the hearing at 7:41 p.m.

Councilmember Young made a motion seconded by Councilmember Davis to approve Ordinance No. 2017-149, an Ordinance Authorizing the Purchase of Approximately 10.002 Acres of Real Property Located East of Town Hall along South Parish Avenue from Parish, LLC. Motion carried with a unanimous vote.

There being no further business to come before the Council the meeting adjourned at 7:50 p.m.

Mayor

Town Clerk/Treasurer

**ORDINANCE**

**No. 2017-149**

**TOWN OF JOHNSTOWN, COLORADO**

**ORDINANCE NO. 2017-149**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF APPROXIMATELY 10.002 ACRES OF REAL PROPERTY LOCATED EAST OF TOWN HALL ALONG SOUTH PARISH AVENUE FROM PARISH, LLC**

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

**WHEREAS**, Parish, LLC is the owner of 60.08 acres of real property located in the Town of Johnstown, County of Weld, State of Colorado, bordered on the west by South Parish Avenue, on the north by individual and county properties, on the east by the Great Western Railroad Company tracks, and on the south by Weld County Road 46-1/2; and

**WHEREAS**, the Town desires to purchase approximately 10.002 acres of Seller’s Property, located east of Town Hall along South Parish Avenue, legally described on the attached Exhibit A and graphically described on the attached Exhibit B (“Property”); and

**WHEREAS**, the Town desires to purchase the Property as a general asset of the Town to be used as the site for a community recreation center; and

**WHEREAS**, on October 2, 2017, the Town Council approved a Purchase and Sale Agreement for the purchase of the Property for \$1,000,000.00, subject to certain terms and conditions; and

**WHEREAS**, the Town has funds in the Use Tax Fund that may be used to purchase the Property; and

**WHEREAS**, the Town Council finds and determines that the terms and conditions of the Purchase and Sale Agreement are reasonable and it is in the best interests of the Town to acquire the Property; and

**WHEREAS**, the Town Council desires to authorize the acquisition of the Property.

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

**Section 1.** The Town Council hereby authorizes the acquisition of the Property, subject to the terms and conditions of the Purchase and Sale Agreement between the Town and Parish, LLC, dated October 2, 2017.

**Section 2.** Unless other funds become available for use as determined by Town Council, the Town shall use funds from the Use Tax Fund to pay the purchase price for the Property in the amount of \$1,000,000.00 and all closing costs associated therewith. The funds for the purchase of the Property are, or will be, budgeted and appropriated in accordance with state law.

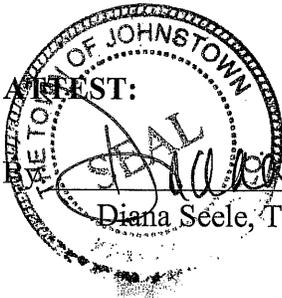
**Section 3.** The Town Council recognizes and affirms that the Property is being acquired as a general asset of the Town for a public purpose, to be used as the site for the community recreation center, and deems the purchase to provide for the health and welfare of the citizens of the Town.

**Section 4.** If any portion of this Ordinance is held to be invalid for any reason, such decision will not affect the validity of the remaining portions of this Ordinance. The Town Council declares that it would have passed this Ordinance and each part hereof irrespective of the fact that any one part or parts be declared invalid.

**Section 5.** This Ordinance shall be interpreted and construed to effectuate its meaning and purpose.

**Section 6.** This Ordinance, after its passage on final reading, shall be numbered, recorded, published, and posted as required by the Town Charter and the adoption, posting, and publication shall be authenticated by the signature of the Mayor and the Town Clerk, and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk.

**INTRODUCED, AND APPROVED** on first reading by the Town Council of the Town of Johnstown, Colorado, this 10<sup>th</sup> day of October 2017.



Diana Seele, Town Clerk

**TOWN OF JOHNSTOWN, COLORADO**

By: \_\_\_\_\_

Scott James, Mayor

**PASSED UPON FINAL APPROVAL AND ADOPTED** on second reading by the Town Council of the Town of Johnstown, Colorado, this \_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: \_\_\_\_\_

Diana Seele, Town Clerk

By: \_\_\_\_\_

Scott James, Mayor

# EXHIBIT A

SITUATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

## LEGAL DESCRIPTION:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9, MONUMENTED BY A 3 ¼ INCH ALUMINUM CAP STAMPED PLS 24993, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 9, MONUMENTED BY A 2 ½ INCH ALUMINUM CAP STAMPED PLS 23513, BEARS S00°28'15"E FOR A MEASURED DISTANCE OF 2655.47 FEET;

THENCE S00°28'15"E, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 9, A DISTANCE OF 1236.37 FEET;

THENCE N89°29'12"E, A DISTANCE OF 30.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF PARISH AVENUE AND THE SOUTHWEST CORNER OF JOHNSTOWN COLONY SUBDIVISION, RECORDED IN BOOK 7 AT PAGE 3;

THENCE S00°28'15"E, ALONG THE SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 60.00 FEET;

THENCE N89°29'12"E, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF LOT 1, MOUNTAIN VIEW WEST SUBDIVISION AND THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, N89°29'12"E, ALONG THE SOUTH RIGHT OF WAY OF MULINAR STREET, A DISTANCE OF 839.59 FEET;

THENCE S00°28'15"E, A DISTANCE OF 518.89 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF SETTLER WAY;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY AND A CURVE TO THE RIGHT, A DISTANCE OF 20.50 FEET, HAVING A RADIUS OF 543.98 FEET, A CENTRAL ANGLE OF 02°09'34", THE CHORD OF WHICH BEARS S88°26'58"W FOR A CHORD DISTANCE OF 20.50 FEET;

THENCE S89°31'45"W, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 819.09 FEET;

THENCE N00°28'15"W, A DISTANCE OF 518.66 FEET TO THE POINT OF BEGINNING;

CONTAINING 435,719 SQUARE FEET OR 10.002 ACRES.

JUSTIN C. SCHEITLER  
PROFESSIONAL LAND SURVEYOR  
COLORADO LICENSE NUMBER 38430

SHEET 1 OF 2

DATE: 09-20-2017

DRAWN BY: JCS

CHECKED BY: MAG

PATH: F:\Projects\015-1879\40-Design\Survey\SRVY\Sheets\51879\_Legal-Lot 1.dwg

EXHIBIT A:  
LOT 1  
LEGAL DESCRIPTION

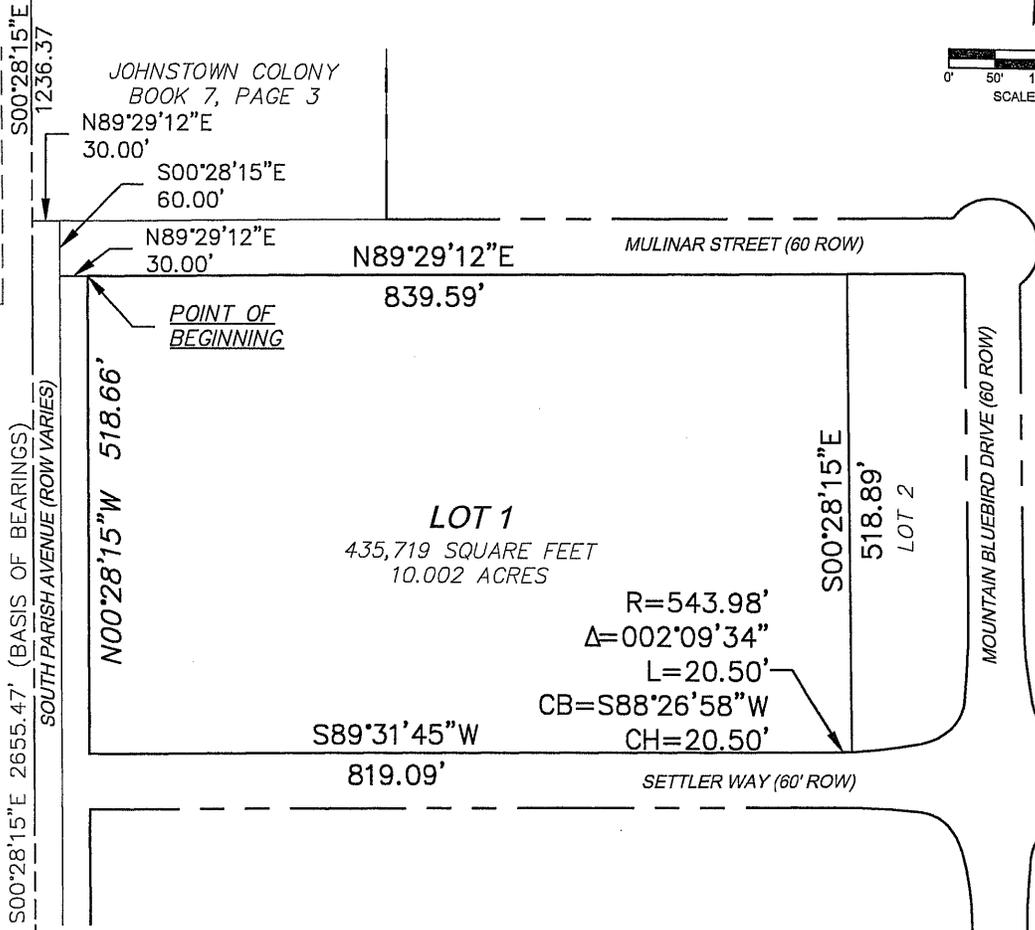
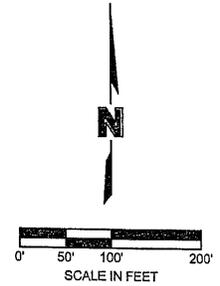
  
OLSSON<sup>®</sup>  
ASSOCIATES

4890 Table Mountain Drive, Suite 200 Golden, CO 80403 TEL 303.237.2072 FAX 303.237.2659 www.olssonassociates.com

# EXHIBIT B

SITUATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

POINT OF COMMENCEMENT  
 NORTHWEST CORNER SEC. 9  
 T4N, R67W, 6TH P.M.  
 FOUND 3.25" ALUMINUM CAP  
 CDOT PLS 34993 2006



WEST QUARTER CORNER SEC. 9  
 T4N, R67W, 6TH P.M.  
 FOUND 2.5" ALUMINUM CAP  
 PLS 23513 2001

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY AS A GRAPHIC DEPICTION OF THE ATTACHED LEGAL DESCRIPTION.

SHEET 2 OF 2

DATE: 09-20-2017  
 DRAWN BY: JCS  
 CHECKED BY: MAG  
 PATH: F:\Projects\ 015-1879\40-Design\Survey\SRVY\Sheets\51879\_Legal-Lot 1.dwg

EXHIBIT B:  
 LOT 1 EXHIBIT



4690 Table Mountain Drive, Suite 200 Golden, CO 80403 TEL 303.237.2072 FAX 303.237.2659 www.olssonassociates.com

# **AGREEMENT**

**SOFTWARE MAINTENANCE & SUPPORT AGREEMENT  
(SOFTWARE ASSURANCE)**

**CASELLE, INC.**  
1656 S. East Bay Blvd.  
Suite 100  
Provo, UT 84606

and

**TOWN of JOHNSTOWN**  
101 Charlotte St.  
PO Box 609  
Johnstown, CO 80534

("Caselle")

("You" or "Your")

agree that Caselle will provide You with unlimited telephone support on Caselle's Software, for the purpose of answering Your questions, giving usage instructions, providing updates and attempting to resolve problems on a best efforts basis, for the consideration of \$1,029.00 monthly, beginning January 1, 2018, subject to the following terms and conditions:

**Availability**

Support calls, covered by this Agreement, will be answered by Caselle's Support Center, on the designated support telephone number, between 7:30 am and 5:30 pm Mountain Time, Monday through Friday, except holidays.

**Coverage**

This Maintenance & Support Agreement covers all Caselle application software licensed to You. It does not cover third party software or products. Support may, on a best efforts basis, be provided for third party products, such as operating systems and hardware. Extended, after hours support may be billable at Caselle's regular hourly billing rate.

**Charges**

Charges cover Software presently installed and will remain fixed for one year providing You license no new applications. If You license new applications or change user levels, charges will be modified. Following the first year, charges may be increased, at Caselle's discretion.

**Updates**

Caselle will provide program updates within the same operating system through normal software releases at no extra charge. Additional software packages, add-on modules and custom programming are not covered by this Agreement and will be billed at current rates. Caselle will determine which enhancements and/or materials will be part of a software release, add-on package or custom programming.

**Upgrades**

Caselle will provide software upgrades within the same operating system at no extra charge if this agreement is still in effect at the time the upgrade is made available and if this agreement is not cancelled or terminated for a period of five (5) years.

**Term and Termination**

This Software Maintenance & Support Agreement is effective for one year from the date of the Agreement. Thereafter, it will automatically be renewed monthly, unless either party gives written notice of termination, at least 30 days in advance. If the Agreement is terminated Caselle will honor commitments to support You until the date of termination.

**Payment**

Payment terms shall be monthly in advance in U.S. Dollars and shall not be considered received until Your check clears the banking process. Any charges or costs incurred in the collection of Your check, due to insufficient funds or any other reason, shall be reimbursed by You. Late payments shall be subject to extra charges. If payment is not received when due, Caselle reserves the right to suspend Your support until payment is received. Such suspension will not relieve You of payment obligation.

**Limitations of Remedies**

Your Remedies. Your sole and exclusive recourse and remedy for any loss, including your right to recover damages shall be as set forth in this Section. Caselle's liability with respect to any and all actual losses incurred during the Term (or a Renewed Term) of the Agreement shall not exceed the amount paid by You to Caselle at the last billing. You shall provide Caselle with documentation sufficient to demonstrate any expenses that You actually incurred for which You seek damages from Caselle. Caselle shall not be responsible for any loss incurred by You from a claim that is settled or compromised by You without the prior written approval of Caselle.

No Liability for Consequential Damages. In no event shall Caselle be liable to You or to any third party for any indirect, special, punitive, incidental, consequential or compensatory losses, damages, claims or causes of action in excess of the amount of compensation paid hereunder, including, but not limited to, those arising from loss of business or profits or any other economic loss, even if Caselle was aware of the possibility of such damages.

**General**

(a) You shall not assign, sublicense or transfer any of Your rights under this Agreement without the prior written consent of Caselle.

(b) This Agreement shall be governed and construed in accordance with the laws of the State of Utah. If any part of this Agreement violates applicable law that part of the Agreement shall be deemed to be amended to the extent necessary to comply with the law.

(c) This Agreement constitutes the entire agreement between Caselle and You and supersedes any prior agreement or understanding, written or oral relating to support services. Except as provided herein, this Agreement may not be varied, amended or supplemented except in writing and properly executed by both parties.

(d) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.

(e) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.

(f) In the event either party successfully takes legal action to enforce any provision of this Agreement the non-prevailing party shall pay full costs and expenses of such action, including reasonable attorney's fees.

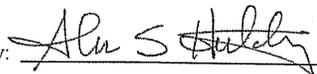
(g) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail to the address stated above or such other address as may be designated in writing by either party.

(h) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default.

(i) Caselle shall not be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.

The signatures below indicate each party's acceptance of this Agreement. Each party has caused this agreement to be executed by its duly authorized representative.

**CASELLE, INC.**

By: 

Name & Title: Alan S. Hutchings, President

Date: October 11, 2017

**TOWN of JOHNSTOWN**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PROFESSIONAL  
SERVICES  
AGREEMENT**

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_, by and between THE TOWN OF JOHNSTOWN, COLORADO, hereinafter referred to as "Town," and Ground Engineering Consultants, Inc., hereinafter referred to as "Consultant."

**WHEREAS**, the Town needs geotechnical services related to the Johnstown Community Recreation Center Site, and;

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

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

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

1. **Scope of Services.** Consultant shall perform professional services as outlined in the proposal dated October 25, 2017 and attached as Exhibit A.
2. **Term of Agreement.**
  - A. Consultant will proceed with the performance of the services called for in the attached proposal dated October 25, 2017 and attached as Exhibit A, and shall comply with the requirements of Exhibit B.
  - B. In providing these services, Consultant will work directly with the Town Engineer and under his direction.
3. **Compensation.** The Town agrees to pay Consultant the fee as outlined on the attached Exhibit A, an amount not to exceed **\$4,000.00**. Payment for services will be provided to Consultant within thirty (30) days of Consultant's providing a detailed statement by project to the Town.
4. **General Terms.**
  - A. Consultant agrees to indemnify and hold harmless the Town and its officers, employees and agents from any and all claims, losses, injuries, damages and lawsuits and expenses, including reasonable attorney's fees arising out of or resulting from the negligent acts or omissions of Consultant or its subcontractor in the performance of services as set forth in this Agreement.
  - B. **Modifications.** This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in writing by the parties hereto.

- C. **Independent Contractor.** Consultant and its employees and agents shall be considered for all purposes of this Agreement to be independent contractors and not employees or agents of the Town, and therefore, benefits such as medical, workers compensation, etc., shall not be available to Consultant.
- D. **Non-Appropriation of Funds.** Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.
- E. **Neutrality.** The Consultant assures that it will establish safeguards to prohibit its employees, agents, or servants from using this agreement for any purpose which causes or lends itself to create an appearance of impropriety. Said employees, agents, or servants shall not seek any personal benefits of private gain for themselves, their families, or others.
- No member of Town government, whether individual officers or employees, shall be admitted to any personal share, or afforded any pecuniary gain, remuneration, or part of this Agreement or any benefit that may arise therefrom.
- F. **Conflicts of Interest.** During the term of this Agreement, the Consultant shall not perform similar services for persons, firms, or entities which have the potential to create a conflict of interest unless this is disclosed to and approved by the Town in writing.
- G. **Governing Law.** Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown.
- H. **Severability.** Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect, unless such determination is so material as to render the main purpose of this Agreement unworkable.
- I. **Transfer and Assignment.** The Consultant shall not assign or transfer its interest in this Agreement without the written consent of the Town. Any unauthorized assignment or transfer shall render this Agreement null, void, and of no effect as to the Town.

5. **Insurance**

- A. The Consultant agrees to obtain and maintain, at the Consultant's expense, such insurance as will protect the Consultant from claims under the Workmen's Compensation Act, and such comprehensive general liability insurance and automobile liability insurance as will protect the Consultant from all claims for bodily injury, death, or property damage which may arise from the performance by the Consultant, or by the Consultant's employees, of the Consultant's functions and services required under this Agreement. The amounts of liability insurance shall not be less than \$150,000.00 per person/\$600,000.00 per accident and \$600,000.00 property damage. Consultant shall provide a Certificate of Insurance in accordance with the above requirements upon execution of this contract.
- B. The Consultant shall be responsible for all damages, including all normally foreseeable damages, resulting from negligent errors and omissions of the Consultant.

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

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

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

Ground Engineering Consultants, Inc.  
2468 E 9th St,  
Loveland, CO 80537  
Attn: Joseph Zorack, P.E.

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

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



**EXHIBIT A**  
**Proposal**



# GROUND

## ENGINEERING

October 25, 2017

Subject: Proposal for Professional Services,  
Geotechnical Subsurface Exploration Program,  
Johnstown Recreation Center, Johnstown,  
Colorado.

### Proposal Number 1710-1837

The Town of Johnstown  
450 S Parish Ave,  
Johnstown, CO 80534

Ground Engineering Consultants, Inc. (GROUND) is pleased to submit a proposal to conduct a subsurface exploration program to develop geotechnical and pavement section parameters for design and construction of the proposed Johnstown Recreation Center located at the northeast corner of Parish Ave and Settlers Way in Johnstown, Colorado. Provided plans show the proposed building, parking lots, concrete apron, and recreation field. Additionally, paved entrances/exits, and underground utilities are also anticipated. We assume no below grade levels are planned for construction.

Based on provided information and our experience with similar projects, we propose the following:

#### Scope of Work

- Drill twelve (12) test holes at locations to be determined by the soils engineer. Six (6) test holes will be drilled within the proposed approximate building footprint limits, four (4) test holes related to pavement, and the remaining two (2) test holes will be drilled within the approximate limits of the recreation field. No test holes will be drilled in off-site areas for public pavement design. Final depths of the test holes may vary in the field as exploration progresses and as the subsoil profile becomes evident. We anticipate foundation test hole depths to be approximately 25 to 30 feet below existing grade and the pavement test hole depths to be approximately 5 to 10 feet below existing grade. The test holes will be drilled to evaluate the subsurface soil profile and to obtain samples for laboratory testing.
- Conduct a laboratory testing program to evaluate the engineering characteristics of the materials at the site.
- Analyze the results of the field and laboratory investigations to develop geotechnical parameters including but not limited to proposed structure foundation types, floor systems, site grading/earthwork operations, excavation, utility installation, lateral earth pressures, water soluble sulfate content, and pavement sections.

Specific retaining wall parameters and/or design are not specifically included in this scope of service at this time (GROUND is not aware of such structures). If retaining wall

LOVELAND OFFICE 2468 East 9th Street | Loveland, CO 80537 | (970) 622-0800 | [www.groundeng.com](http://www.groundeng.com)

ENGLEWOOD | COMMERCE CITY | LOVELAND | GRANBY | GYPSUM

Johnstown Recreation Center  
Johnstown, Colorado

structures are planned for construction, GROUND should be contacted to re-evaluate our scope and fee.

- Prepare a report summarizing the data obtained, and present our conclusions and parameters. An electronic copy (PDF format) of the report will be provided. Up to three (3) hard/paper copies are available upon request. Field work, data analysis and report preparation will be conducted under the supervision of a registered professional engineer.

### Fees

Based on the proposed scope of work outlined above, we estimate a lump sum fee of **\$4,000** to complete the subsurface exploration program. We assume that the project site is accessible to conventional, track/truck-mounted drilling equipment.

**Optional Additional Services:** GROUND will not proceed with the following optional additional services without your prior approval and authorization. However, some of these services may be required to complete the surface exploration program or may be needed by the design team. Additional optional services anticipated for this project may include:

- **Private Utility Locate:** A private utility locate may be required to attempt to identify private locates that will not be marked by the free public locate service, UNCC. GROUND can coordinate with a private locating subcontractor to provide this service upon request. This service is **estimated to be \$500** in addition to the fees above.
- **Shear Wave Velocity Test – Surface Method:** In order to possibly assign a 2015 IBC Seismic Site Class C or “better” definition to the project site, a quantitative assessment of the seismic classification is needed. A better seismic site classification could result in substantial cost savings for the design and construction of buildings with moderate to heavy (anticipated) loads. GROUND will provide the site-specific Seismic Site Class using surface geophysical methods. This service is will cost an **additional lump sum fee of \$4,500 to the fees above.**

If additional services are required above and beyond the scope of work outlined above, we propose that our fees for the additional services be in accordance with the hourly and unit costs presented in the *Fee Schedule* and *General Conditions*.

Please review the *General Conditions*, which contain a limitation of GROUND's liability. Also note that GROUND reserves the right to alter the work scope items if deemed necessary and withhold data and reports until we have received a signed proposal.

### Schedule

We propose to initiate the investigation within 3 days of being given notice to proceed. We anticipate that preliminary information will be available within 1 to 2 weeks after notice to proceed, and the final report should be completed approximately 3 to 4 weeks after notice to

**Johnstown Recreation Center  
Johnstown, Colorado**

proceed. GROUND will attempt to adhere to this schedule, however, this remains dependent upon favorable weather conditions, site access and buried utility locations. In any event, we will notify you of our progress and pertinent information, as it becomes available.

If you have any questions, concerns or comments regarding this proposal, please contact this office. If this proposal meets with your approval, please return one signed copy to this.

We appreciate this opportunity to work with you on this important project.

Sincerely,

**GROUND Engineering Consultants, Inc.**

**Joseph Zorack, P.E.**

Digitally signed by Joseph Zorack, P.E.  
DN: cn=Joseph Zorack, P.E., o=GROUND Engineering  
Consultants, Inc, ou=Project / Office Manager (professional  
engineer), email=joe.zorack@groundeng.com, c=US  
Date: 2017.10.25 15:21:11 -06'00'

Joseph Zorack, P.E.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2017

by: \_\_\_\_\_

\_\_\_\_\_  
Please print name

EXHIBIT 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.**

**PROPOSAL  
COMPARISON**

# Johnstown Rec Center

## Geotech Proposal Comparison

	Cole Garner Geotech	Kumar	Ground Engineering
assumed foundation	Drilled Pier	?	?
Services	Field investigation	Field investigation	Field investigation
	Lab Testing	Lab Testing	Lab Testing
	Engineered analysis	Engineered analysis	Engineered analysis
	Report Prep	Report Prep	Report Prep
# of Borings	9	9	12
depth of foundation borings	25'-45'	20'-30'	25'-30'
depth of pavement borings	5'-10'	5'-10'	5'-10'
8-1-1 call	yes	yes	Yes
Swell/ Consolidation tests per boring	2	?	?
Scheduling	30 days for final report	21-35 days for final report	21-28 days for final report
	10 days for preliminary		7-14 for preliminary
Price	\$ 5,880.00	\$ 4,990.00	\$ 4,000.00
notes	move pavement borings to parking lots instead of streets		Possible \$500 private locate fee
Alternates:			
		3 borings & preliminary report for \$3,000	Seismic wave velocity test- Add \$4,500

# **RECOMMENDATION**

## Roy Lauricello

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**From:** Beau LaCouture [<mailto:beaulacouture@mac.com>]

**Sent:** Thursday, October 26, 2017 11:06 AM

**To:** Roy Lauricello <[rcello@townofjohnstown.com](mailto:rcello@townofjohnstown.com)>

**Subject:** RE: Geotech Proposals- Recreation Center

Roy,

After receiving and reviewing proposals for Geotechnical engineering services from 3 companies, I am recommending that the town contract the work with Ground Engineering. Ground Engineering came in at the lowest price, is proposing equal or greater services compared to the other two companies and has the shortest timeline to receive a final report.

Please let me know if you have any questions or concerns.

Thanks,

Beau LaCouture



**AGENDA ITEM 9A**

**RESUBDIVISION**

**(Portion of Johnstown Heights 3<sup>rd</sup> Filing)**

**(Final Plat)**

**(\*Public Hearing)**

***\* PUBLIC HEARING PROCEDURE –Resubdivision of a Portion of Johnstown Heights 3<sup>rd</sup> Filing, Final Plat***

1. Open public hearing.
2. Receive information from staff.
3. Ask to hear from anyone who supports the Resubdivision.
4. Ask to hear from anyone who opposes the Resubdivision.
5. Close the public hearing.
6. Ask for discussion.
7. Make decision and/or motion from Council.
  - a. Need motion to approve or deny the Resubdivision

**(SUGGESTED MOTIONS):**

**For Approval:**

**I move to approve the Resubdivision of a Portion of Johnstown Heights 3<sup>rd</sup> Filing, Final Plat, and to grant a variance to the Subdivision Design Standards to allow the emergency access in lieu of a circular turnaround (subject to the following conditions...).**

**For Denial:**

**I move to deny approval of the Resubdivision of a Portion of Johnstown Heights 3<sup>rd</sup> Filing, Final Plat**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** November 6, 2017

**ITEM NUMBER:** 9A

**SUBJECT:** \*Public Hearing- Resubdivision of a Portion of Johnstown Heights 3<sup>rd</sup> Filing - Final Plat

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

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

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**AGENDA ITEM DESCRIPTION:** The applicant, Gillam Development Corporation, has submitted a request for approval of a final subdivision plat for a parcel of land located at West Park Avenue and south of North 3<sup>rd</sup> St. The property is within the original Johnstown Heights 3<sup>rd</sup> Filing which was annexed, zoned and subdivided in 1972, and the eastern portion developed.

The resubdivision plat consists of 9 single family lots ranging in size from 8,900 to 21,903sf. West Park Avenue, a local north-south street, will be improved to Town standards. The right of way of North 2<sup>nd</sup> St. is removed within the boundaries of the plat, and an emergency access easement established on the east side of W. Park Ave. The emergency access easement is acceptable to the Front Range Fire Authority, provided a paved drive and barrier is constructed. The Town Council will need to grant a variance from the Subdivision Design Standards to allow the termination of North 2<sup>nd</sup> without a 'circular turnaround'.

The Planning and Zoning Commission held a public hearing on October 11, 2017 and voted to recommend approval of the final plat subject to conditions:

1. Development will be subject to Town Engineer approval of civil drawings.
2. The Town will prepare a Public Improvements Development Agreement for Council consideration with the final plat.

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**LEGAL ADVICE:** N/A

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**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** The Planning and Zoning Commission has recommended approval subject to conditions.

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**SUGGESTED MOTIONS:**

**For Approval:** I move to approve the Resubdivision of a Portion of Johnstown Heights 3<sup>rd</sup> Filing - Final Plat and to grant a variance to the Subdivision Design Standards to allow the emergency access in lieu of a circular turnaround (subject to the following condition(s)...).

**For Denial:** I move to deny approval of the Resubdivision of a Portion of Johnstown Heights 3<sup>rd</sup> Filing - Final Plat.

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**Reviewed:**

  
Town Manager

**PLANNING AND ZONING  
COMMISSION**

**SUMMARY MINUTES**

**SUMMARY MINUTES  
PLANNING & ZONING COMMISSION  
WEDNESDAY, OCTOBER 11, 2017  
COUNCIL CHAMBERS  
450 S. PARISH AVE.**

- 1. CALL TO ORDER:** Chair Dowling called the meeting to order at 7:00 pm
- 2. ROLL CALL:** *Present were Commissioners Storms, Geisendorfer, Dowling, Montez and Tepper. Absent were Commissioners Kingsolver and Tepper.*
- 3. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA:** *None.*

**4. PUBLIC HEARINGS:**

**A. Final Plat for a Resubdivision of a Portion of Johnstown Heights Third Filing:**

*Chair Dowling opened the public hearing at 7:05 pm. Town Planner Franklin introduced the item and presented the staff report and recommendation. The applicant, Bruce Gillam presented the request and, with his Engineer, Dennis Messner, answered questions.*

*Commissioner questions:*

- What about the architectural compatibility with the neighborhood? (1-story homes will be similar to existing homes.)*
- What about Outlot A? (From original plat – likely an alley.)*
- How will storm drainage be managed on North 2<sup>nd</sup>? (Storm inlet and pipe to W. Park Avenue)*
- Is the proposed emergency access easement acceptable to the Fire District? (Yes, provided the access has pavement and a removable barrier.)*

*Public Comment:*

*Crystal and Kyle Gurney, 111 W. Park Ave. – W. Park Avenue should not be connected, because of Letford Elementary school traffic, as the street will be a short-cut from West 3<sup>rd</sup> St. Children from the north use the property for access to Letford and additional traffic will be hazardous. Suggest connecting North 2<sup>nd</sup> to North 3<sup>rd</sup> using W. Park Avenue, but not connecting to the south.*

*Chad Young, 1111 North 2<sup>nd</sup> St. – Storm drainage on the west end of N. 2<sup>nd</sup> pools and needs to be addressed.*

*David Bejarano, 1134 N. 2<sup>nd</sup> St. – Has the same concerns about storm drainage.*

*Jim Young, 1118 N. 2<sup>nd</sup> St. – Also concerned about storm drainage and ice buildup.*

*Gloria Black, 1137 N. Park Ave. – Opening W. Park Ave, will cause traffic problems. Also concerned about the size and character of the new lots and homes.*

*Chair Dowling asked Bruce Gillam and Dennis Messner if they wished to provide a rebuttal/ answer the questions raised. Mr. Gillam emphasized that the property is already platted, with N. Park Ave. connecting to W. Park Ave. and 9 lots. What he would do would close off N. Park Ave. from through traffic while helping to resolve the storm drainage concerns at the end of N. 2<sup>nd</sup>. If deemed necessary, a speed hump could be installed on W. Park Ave. Mr. Messner stated that there was adequate water and sewer capacity where the development would tie in.*

*Chair Dowling closed the hearing at 7:45 pm and asked for discussion and a motion.*

*Motion by Commissioner Montez, seconded by Commissioner Storms to recommend approval with conditions:*

- 1. Development will be subject to Town Engineer approval of civil drawings.*
- 2. The Town will prepare a Public Improvements Development Agreement for owner signature and Council approval with the final plat.*

*Unanimous.*

**5. NEW BUSINESS:**

**A. Approval of Minutes of September 13, 2017:** *Motion by Commissioner Montez, seconded by Commissioner Storms to approve the minutes as presented. Unanimous*

**B. County Referrals:** *None. Town Planner Franklin discussed the pending Stroh gravel pit hearing before the Larimer County Planning Commission.*

**6. STAFF REPORT:** *Town Planner Franklin presented information regarding the following items:*

**A. Recent Town Council Actions (Attachment)**

**B. Applications in Review (Attachment)**

**C. Project and Program Updates:**

**7. COMMISSIONERS' ITEMS:** *Town Planner Franklin advised that there would not be an October 25 meeting as he would be out of the office and not be able to prepare a packet.*

**8. ADJOURN:** *Chair Dowling adjourned the meeting at 8:25 pm.*

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Respectfully submitted - John Franklin as Secretary to the Planning and Zoning Commission

**STAFF REPORT  
TO  
PLANNING AND ZONING  
COMMISSION**

## AGENDA MEMORANDUM

**TO:** Johnstown Planning and Zoning Commission  
**FROM:** John Franklin, AICP, Town Planner  
**DATE:** For October 11, 2017  
**SUBJECT:** Public Hearing Regarding a Final Plat for a Resubdivision of a Portion of Johnstown Heights Third Filing

### Property Information

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**Applicant:** Gillam Development

**Owner:** Jan Telep Rogers

**Location:** South of 3<sup>rd</sup> Street at West Park Avenue

**Property Size:** 3±acres

**Comprehensive Plan Designation:** Residential

**Current Zoning:** SF-1 Single Family Residential

**Current Use(s) of Property:** Vacant

**Surrounding Land Uses/Zoning:**

- North: Single family residential, SF-1
- South: Single Family Residential/SF-1
- East: Single Family Residential/SF-1
- West: Weld County residential/Ag; Single Family Residential/SF-1

**Summary of Application:** The owner of the property has requested Town approval of a Final Plat, a re-subdivision for single family residential development. The west extension of North 2<sup>nd</sup> will be vacated, and 9 lots made available for construction. West Park Avenue will be completed.

**Prior Actions:** The property was annexed and zoned in 1972. The eastern portion of the subdivision was subsequently developed. Neither W. Park Ave. nor North 2<sup>nd</sup> St. were extended.

### Technical Analysis

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**Relationship to Town Vision and Strategic Plan:** The proposed development was envisioned in the Comprehensive Plan as residential.

**Public Health and Safety Impacts:** After consulting with the Front Range Fire Authority it was determined that North 2<sup>nd</sup> could remain as it is today, but that an all-weather emergency access could be constructed to W. Park Avenue.

**Access and Traffic:** West Park Avenue, a local street would be completed and provide access from North 3<sup>rd</sup> Street.

**Utilities:** A 12' water main exists in W. Park Ave. A new sanitary sewer main will be constructed from North 3<sup>rd</sup> St. A stormwater inlet and pipe will carry flow from the west end of North 2<sup>nd</sup> to storm sewer in North 3<sup>rd</sup>. while W. Park Ave. will drain to the north.

**Mineral Interests and Operations:** There are no oil/gas wells or production facilities approved for the site.

**Parks and Open Space:** No park and open space issues.

**Architectural Design:** Proposed homes will be subject to architectural review by Town staff.

**Landscaping:** Common landscaping is not proposed or required.

**Fencing and Screening:** Per Town requirements.

**Lighting and Street Furniture:** No requirements. Xcel will furnish and install a street light at developer's expense.

**Signage:** Signage shall conform the Town Sign Code.

**Phasing:** The property is to be developed at one time.

**Attachments:** Final Plat, referral comments.

**Crucial Referral Responses:** None

### Staff Report

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**Technical Findings:**

- The plat layout is generally consistent with the original plat, but for the removal of the extended North 2<sup>nd</sup> St.
- The Owner will need to address Town Engineer comments prior to development.

**Staff Recommendation:**

Staff recommends approval with conditions, as follows.

1. Development will be subject to Town Engineer approval of civil drawings.
2. The Town will prepare a Public Improvements Development Agreement for Council consideration with the final plat.

**Planning Commission Action**

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**1. Recommendation:**

“I move that the Commission recommend approval of the Final Plat for a Resubdivision of a Portion of Johnstown Heights Third Filing.”

Or,

**2. Recommendation with Conditions:**

“I move that the Commission recommend approval of the Final Plat for a Resubdivision of a Portion of Johnstown Heights Third Filing with the following condition(s):

- a) \_\_\_\_\_;
- b) Etc.”

Or,

**3. Recommend denial:**

“I move that the Commission recommend denial of the Final Plat for a Resubdivision of a Portion of Johnstown Heights Third Filing for the following reasons:

- a) \_\_\_\_\_;
- b) \_\_\_\_\_;
- c) Etc.”

## **From Johnstown Municipal Code – Subdivisions.**

### **Sec. 17-101. General site considerations.**

- (a) A proposed subdivision shall be in general compliance with respect to adequate dedication and/or reservation of major street rights-of-way, major utility easements and open spaces for schools and recreation areas.
- (b) A proposed subdivision shall not, by reason of its location or design, cast an undue burden on public utility systems and community facilities on or adjacent to the tract. Where extension and enlargement of public utility systems and community facilities is necessary, the subdivider shall make provision to off-set higher net public cost or earlier incursion of public cost necessitated by the subdivision. Due consideration shall be given to the difference between anticipated public costs of installation, operation and maintenance and anticipated public revenue derived from the fully developed subdivision in determining added net public cost.
- (c) No land shall be subdivided in areas where soil, subsoil or flooding conditions are a potential danger to health and safety.
- (d) Drainage areas wherever possible shall be left in a natural state, and no encroachment shall be made on the natural channel. Multiple use of drainage and park facilities as, for example, through use of retention ponds is encouraged. A plan to prevent water pollution shall be submitted and adhere to wherever any modification of topography is required during construction within one hundred (100) feet of any stream, ditch or drainage channel.
- (e) Provision shall be made to preserve groves of trees, streams, unusually attractive topography and other desirable natural landscape features. Provision shall be made for the perpetual maintenance of such features through private covenants or other means acceptable to the Planning Commission and Board of Trustees.
- (f) A proposed subdivision shall be designed in such manner as to be coordinated with adjoining subdivisions with respect to the alignment of street rights-of-way and utility and drainage easements and open spaces.
- (g) Where a subdivision borders a railroad right-of-way, freeway or arterial street, a landscaped buffer area shall be provided for adequate reduction of noise.

**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;

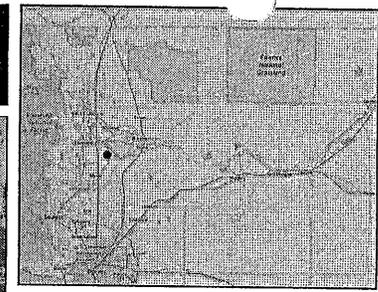
(3) Street locations and street rights-of-way shall not be changed; and

(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.



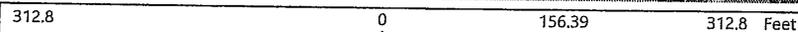
**Legend**

- Parcels
- Highway
- County Boundary

*DRAINAGE  
TRAFFIC  
SEWERAGE* }

*TRAFFIC  
BOUND*

1: 1,877



*LUTFORD*  
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

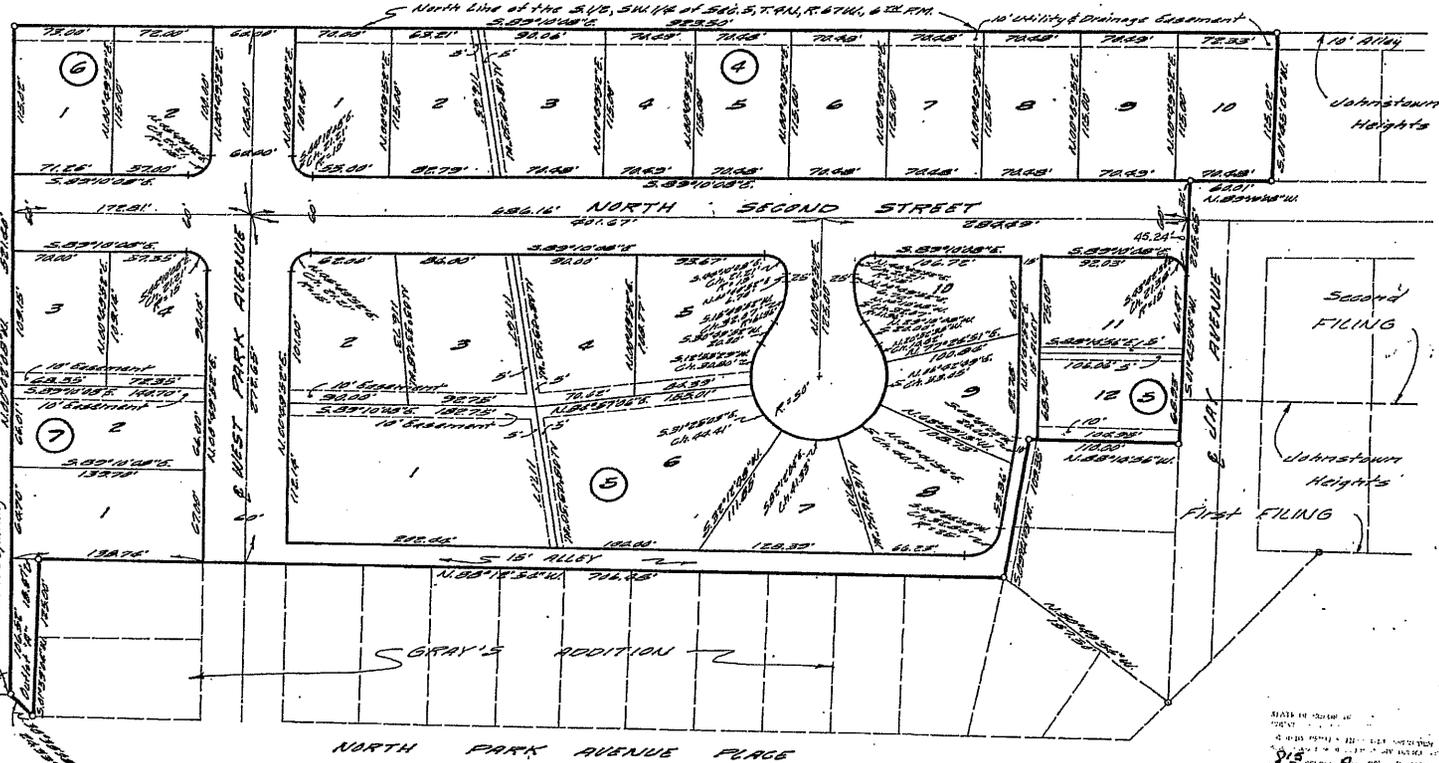
Notes

# JOHNSTOWN HEIGHTS THIRD FILING

A SUBDIVISION BEING A PART OF THE SOUTH-HALF OF THE SOUTHWEST QUARTER (S 1/2, S.W. 1/4) OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 62<sup>ND</sup> PRINCIPAL MERIDIAN, IN THE TOWN OF JOHNSTOWN, WELD COUNTY, COLORADO.



Scale: 1" = 50'



KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, BEING SOLE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER (S 1/2 SW 1/4) OF SECTION 5, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, S PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER (S.W.COR.) OF SAID SECTION 5, AN LINE OF SAID SECTION 5 TO BEAR NORTH 00° 00' 00" EAST WITH ALL S BEING RELATIVE THERETO:

THENCE NORTH 00° 00' 00" EAST, ALONG THE WEST LINE OF SAID SECTION 5, 417.85 FEET TO THE TRUE POINT OF S  
THENCE NORTH 00° 02' 00" WEST, 321.40 FEET TO THE NORTH LINE OF SOUTHWEST QUARTER (S 1/2 SW 1/4) OF SAID SECTION 5;

THENCE SOUTH 88° 10' 00" EAST, ALONG THE NORTH LINE OF THE SOUTH QUARTER (S 1/2 SW 1/4) OF SAID SECTION 5, 323.50 FEET TO A POINT ON HEIGHTS SECOND FILING, TOWN OF JOHNSTOWN, COLORADO;

THENCE ALONG THE OUTER BOUNDARY OF SAID JOHNSTOWN HEIGHTS SECOND TWO (2) COURSES AND DISTANCES:  
SOUTH 01° 45' 04" WEST, 115.02 FEET;  
NORTH 88° 10' 00" WEST, 80.01 FEET;

THENCE SOUTH 01° 45' 04" WEST, ALONG THE OUTER BOUNDARIES OF SAID FILING AND JOHNSTOWN HEIGHTS FIRST FILING (ALSO THE WEST RIGHT-OF-WAY) 205.85 FEET;

THENCE ALONG THE OUTER BOUNDARY OF SAID JOHNSTOWN HEIGHTS FIRST TWO (2) COURSES AND DISTANCES:  
NORTH 88° 14' 58" WEST, 110.00 FEET;  
SOUTH 09° 41' 43" WEST, 103.35 FEET TO A POINT ON THE NORTH LINE OF THE TOWN OF JOHNSTOWN, COLORADO;

THENCE ALONG THE OUTER BOUNDARY OF SAID GRAY'S ADDITION BY THE FIRST AND DISTANCES:  
NORTH 88° 12' 54" WEST, 706.48 FEET;  
SOUTH 01° 39' 04" WEST, 125.00 FEET;

THENCE NORTH 38° 38' 58" WEST, 24.33 FEET TO THE TRUE POINT OF SAID TRACT OF LAND CONTAINS 8.21 ACRES.

AS EMBRACED ON THE ATTACHED MAP, WITHIN THE HEAVY EXTERIOR LINES VISIBLE THE SAME INTO LOTS AND BLOCKS, AS SHOWN ON THE ATTACHED MAP SAID PORTION OR TRACT OF LAND AND DESIGNATE THE SAME JOHNSTOWN HEIGHTS ADDITION TO THE TOWN OF JOHNSTOWN, WELD CO., COLO., AND DO HEREBY STREETS AND UTILITY EASEMENTS AS SHOWN ON SAID MAP AND DO FURTHER OF SAID STREETS AND PUBLIC UTILITY EASEMENTS, THE DIMENSIONS OF THE NAMES AND NUMBERS THEREOF ARE CORRECTLY DESIGNATED UPON SAID MAP THE SCALE THEREOF IS ONE-INCH (1") TO FIFTY FEET (50').

*Andrew R. ...*  
STATE OF COLORADO )  
COUNTY OF WELD ) SS.  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 16 DAY OF MAY 1972, BY THE ABOVE-SIGNED:  
WITNESS MY HAND AND SEAL.  
MY COMMISSION EXPIRES: 2/3/74 *Charles M. ...*  
NOTARY PUBLIC

SAID MAP AND DEDICATION WERE ACCEPTED BY THE TOWN OF JOHNSTOWN, WELD COUNTY, COLORADO, ON THIS 16 DAY OF MAY, 1972.

ATTEST: *James ...*  
TOWN CLERK

STATE OF COLORADO )  
COUNTY OF WELD ) SS.

*J. P. ...* A NOTARY PUBLIC WITHIN AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT VERN E. WHITMORE PERSONAL MAYOR OF THE TOWN OF JOHNSTOWN, WELD COUNTY, COLORADO, AND THE PEERSON IS SUBSCRIBED TO THE ABOVE INSTRUMENT IN WRITING, APPEARED PERSON AND ACKNOWLEDGED THAT AS AUTHORIZED BY RESOLUTION OF THE TOWN AT A REGULAR MEETING THEREOF HELD ON THE 16 DAY OF MAY, 1972, HE EXECUTED SAID ACCEPTANCE OF SAID MAP AND DEDICATION AS HIS FREE AND NEED OF SAID TOWN OF JOHNSTOWN.

WITNESS MY HAND AND SEAL.  
MY COMMISSION EXPIRES: 9-22-73 *James ...*  
NOTARY PUBLIC

### SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT I, GERALD B. McRAE, DO HEREBY PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION.

*Gerald B. McRae*  
PROFESSIONAL SURVEYOR, COLORADO

S.W. 1/4 of Section 5, Township 4 North, Range 67 West, 62<sup>nd</sup> P.M.  
South Line of Section 5, Township 4 North, Range 67 West, 62<sup>nd</sup> P.M.

MADE BY SURVEYOR  
G. B. McRAE  
ON 16 DAY OF MAY 1972  
AT JOHNSTOWN, COLORADO  
*Gerald B. McRae*  
10-22-73

# **APPLICATION**

Town of

# Johnstown

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

## COMMUNITY DEVELOPMENT APPLICATION

Date: July 13, 2017

Project Name: Johnstown Heights Replat

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

Landowner: Jan Telep Rogers

Address: 409 Remuda Dr., Ft. Worth, TX. 76108

Telephone: 817-253-0037

Authorized Applicant/Representative: Gillam Development Corporation – Bruce W. Gillam

Address: 3047 Argyll Lane, Johnstown, CO 80534

Telephone: 970-222-7952; Fax Number: \_\_\_\_\_; E-Mail: rhrfor97@aol.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.

Jan Telep Rogers  
Signature of Landowner

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

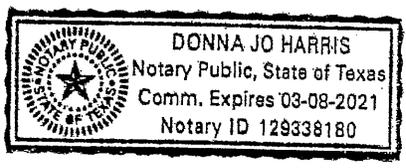
STATE OF TEXAS     )  
  )ss  
COUNTY OF                    )

The foregoing application was subscribed and sworn to before me this 14<sup>th</sup> day of July, A.D., 2017, by JAN TELEP ROGERS.

Witness my hand and official seal.

My commission expires: 3-8-2021

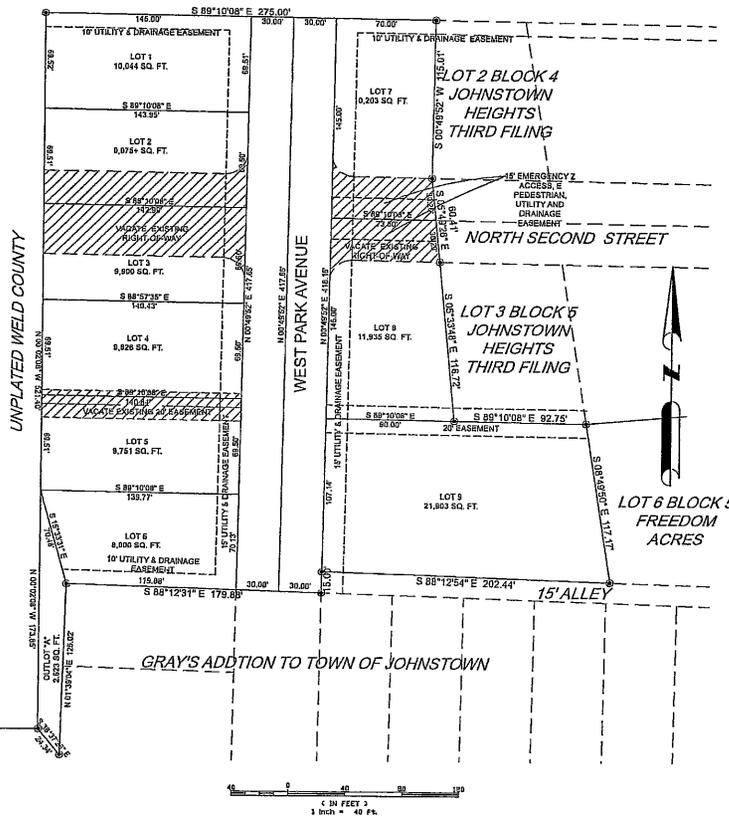
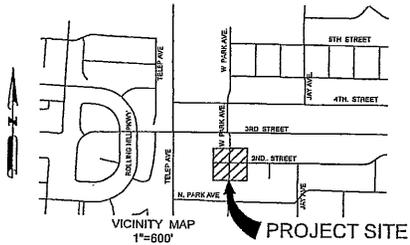
Donna Jo Harris  
Notary Public



# FINAL PLAT

# AMENDED PLAT OF LOT 1 BLOCK 4; LOTS 1 & 2 BLOCK 5; LOTS 1 & 2 BLOCK 6; LOT 1 THRU LOT 4 AND OUTLOT "A" BLOCK 7 OF JOHNSTOWN HEIGHTS THIRD FILLING

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



KNOW ALL MEN BY THESE PRESENTS that Jan Telop Rogers, the undersigned being all the owner and lien holders of the following described property in the County of Weld, State of Colorado, to wit:

Lot 1 Block 4, Lot 1 and 2 Block 5, Lots 1 and 2 Block 6, Lot 1 thru 4 Block 7 and Outlot "A" of Johnstown Heights Third Filling according to the final Plat as recorded November 9, 1972 as Document Number 1601353 in the Weld County Clerks Records, all situated in a portion of the South Half of the Southwest Quarter of Section 5, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld County, State of Colorado:

do hereby subdivide the same into lots, and out lot as shown on the attached map and hereby set aside said portion or tract of land and designate the same as the Amended Plat of Lot 1 Block 4; Lots 1 & 2 Block 5; Lots 1 & 2 Block 6; Lot 1 thru Lot 4 and Outlot "A" Block 7 of Johnstown Heights Third Filling, and we hereby dedicate to the public those portions of said real property which are labeled as easements on the accompanying plat as easements for the installation and maintenance of the public utilities and drainage facilities, and the use or purposes of all Out Lot shown on this map are as specified here on, and do further certify that the width of said streets, the dimensions of the lots and blocks and the names and numbers thereof are correctly designated on said plat.

BY: \_\_\_\_\_  
Jan Telop Rogers

STATE OF COLORADO )  
COUNTY OF WELD ) SS.

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_, A.D., 2017 BY Jan Telop Rogers

My notarial commission expires \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

**NOTES:**

1. Basis of Bearings used in the preparation of this plat is North 0°02'08" West along the West line of the Johnstown Heights Third Filling.
2. This Amended Plat reconfigures only lots Lot 1 Block 4, Lot 1 and 2 Block 5, Lots 1 and 2 Block 6, Lot 1 thru 4 Block 7 and Outlot "A" of Johnstown Heights Third Filling according to the final Plat as recorded November 9, 1972 as Document Number 1601353 in the Weld County Clerks Records. All covenants, agreements or restrictions associated with the original plat remain in effect.
3. The U.S. survey foot is the unit of measurement for all dimensions shown hereon.

**NOTICE:** According to Colorado Law, you must commence any legal action based upon any defect on this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of survey shown hereon.

**TOWN PLANNER**

This plat, to be known as Amended Plat of Lot 1 Block 4; Lots 1 & 2 Block 5; Lots 1 & 2 Block 6; Lot 1 thru Lot 4 and Outlot "A" Block 7 of Johnstown Heights Third Filling, was approved as a Minor Resubdivision.

By: \_\_\_\_\_  
Town Planner

**MAYOR**

This plat, to be known as Amended Plat of Lot 1 Block 4; Lots 1 & 2 Block 5; Lots 1 & 2 Block 6; Lot 1 thru Lot 4 and Outlot "A" Block 7 of Johnstown Heights Third Filling, is approved and accepted by the Town of Johnstown as a Minor Resubdivision.

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Mayor Town Clerk

**SURVEYOR'S STATEMENT**

I, Terry G. Everett, a professional land surveyor in the State of Colorado, do hereby state that this plat accurately represents the results of a survey made by me or under my direct supervision and done in accordance with applicable state of Colorado Requirements

Terry G. Everett, P.L.S.  
Professional Land Surveyor  
Colorado Registration No. 17483

Set #5 Robber with L.S. yellow cap 17483

By:	
Check:	
Revised:	
No.	

**CDS Engineering Corporation**

1615 W. 15th St., Loveland, Colorado 80537, Tel: (970) 687-9410  
Colorado Registered Professional Land Surveyor License No. 17483  
 Surveyor License No. 17483  
 State of Colorado License No. 17483

PROJECT NO.	DATE	SCALE	BY

**AMENDED PLAT OF JOHNSTOWN HEIGHTS THIRD FILLING**

# **REFERRAL COMMENTS**

August 8, 2017

Gillam Development  
3047 Argyll Lane  
Johnstown, CO 80534  
Attn: Bruce Gillam

Re: Amended Plat of Johnstown Heights, 3<sup>rd</sup>

Bruce,

The technical review phase is substantially complete. I have attached comments from the Town Engineer, Front Range Fire Rescue Authority and the School District.

The question of extending North 2<sup>nd</sup> to West Park Ave. is obviously crucial. I would advise meeting with Chief Drage and discussing other fire access options such as a turnaround or an emergency vehicle connection.

I met briefly with Jan Telep and ask for a copy of their Title work.

The plat related comments should be resolved with Chief Drage and the Town Engineer. Once the revised plat is considered by the Planning and Zoning Commission, please have Dennis work with the Town Engineer to finalize the civil plans. I will have the Town Attorney prepare a public improvements development agreement for your review.

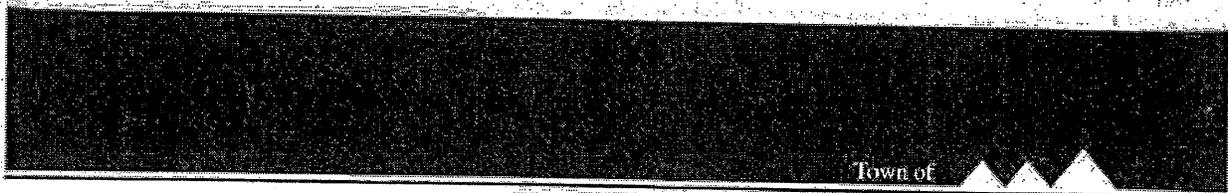
I will plan on a public hearing before Planning and Zoning Commission in September, with a Council hearing in October as their schedule permits. I will need a response to comments letter and a revised plat in advance of the Commission hearing.

Sincerely,



John Franklin  
Town Planner

Attachments  
Copy to:  
Advisors  
File



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:** July 12, 2017

**REFERRAL OF APPLICATION**

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

**Project:** Amended Plat of Johnstown Heights Third Filing

**Location:** West Park Avenue, south of Third Street

**Applicant:** Bruce Gillam

**Please reply by:** August 11, 2017

**Tentative Planning and Zoning Commission Hearing:** September 13, 2017

**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:

*PLEASE SEE ATTACHED LETTER DATED Aug. 8, 2017.*

Signature: *Gregory Weeks*      Date: *Aug 8, 2017*

Agency: For IMEG, AS TOWN ENGINEER



August 8, 2017

Mr. John Franklin  
Town of Johnstown  
450 S. Parish Avenue  
Johnstown, CO 80534

RE: Johnstown Heights Third Filing  
Amended Plat Referral Review Comments  
TSG Job. No. 127-085

Dear Mr. Franklin,

I have reviewed the following documents on the above Project, as provided by the Town to our office on 7/12/17, with referral comment requested by 8/11/17:

- Amended Plat (1 Sheet), dated 3/14/16, by CDS Engineering Corp.
- Replat Package (9 Sheets), dated 3/5/17, by Dennis R. Messner, P.E.
- Drainage Letter, dated 6-13-17, by Dennis R. Messner, P.E.

I have the following comments:

**GENERAL COMMENTS:**

- **Site Location:** Per the plans, the Project consists of a proposed replat of a portion of the previously platted Johnstown Heights Third Filing. The subject property lies between N. 3<sup>rd</sup> Street (on the north) and N. Park Avenue (on the south). Existing W. Park Avenue is stubbed to the boarder of the site on the north and south, and will be extended north-south through the center of the site. N. 2<sup>nd</sup> Street stubs to within approximately 90 feet of the east boundary of the replat area.

Currently, N. 2<sup>nd</sup> Street dead ends approximately 230 feet west of the nearest intersection with Reimer Court (a short cul-de-sac street). The proposed replat does not include a proposal to extend N 2<sup>nd</sup> Street west to connect to the new W. Park Avenue extension. Rather, the Replat proposes to abandon the previously platted, but not constructed, N. 2<sup>nd</sup> Street extension. A dead end residential street like this, without a suitable turn-around (T-Turnaround or Cul-de-sac) may not be acceptable to the applicable fire/rescue authority (in this case the Front Range Fire Rescue Authority). Appropriate review and comment(s) should be obtained from FRFRA.

- **Public Water:** The submitted plans by Dennis Messner indicate that an existing 12-inch public water main already extends north south through the replat area (within the existing W. Park Avenue ROW). The plans show an existing fire hydrant south of the site (at the NE corner of W. Park Avenue and N. Park Avenue) and one apparently proposed new fire hydrant near what would have been the N.E. corner of W. Park Avenue and N. 2<sup>nd</sup> Street (were N. 2<sup>nd</sup> Street extended).

We anticipate there should be adequate pressure and flow available in the existing water main to provide the required water service. The Town and/or FRFRA may wish to seek confirmation through testing of nearby hydrant(s), if that information is not already available.

The FRFA should review and comment on acceptability of the fire protection and life-safety access for the re-plat area.

- **Public Sanitary:** The submitted plans indicate proposed extension of approximately 650 feet of new 8" public sanitary main, west from an existing sanitary manhole in N. 3<sup>rd</sup> Street, and then south in W. Park Avenue to service the proposed new 9 new residential lots to be created. The proposed concept generally appears acceptable.
- **Stormwater System:**  
The one page drainage letter provided indicates the site was platted originally in 1972, with the intent that the area would drain to "*the detention pond that was developed for the Knolls Subdivision, Redstone Hills Subdivision and Sunrise Ridge Subdivision.*" The Town should confirm whether that suggested "detention pond" from 1972 is currently existing and functional, and whether it meets current standards. If the pond was constructed to current standards in 1972, and has not been updated/retrofitted, then repairs/improvements may be warranted before allowing development of the re-plat area. [If the current proposal was for a "new" plat, the new development would be required to comply with current standards. However, since this is a "Re-plat" of a previously approved plat, the Town might consider whether to grant a waiver to requiring the re-plat development from having to meet current detention and water quality requirements.)

Based on grading information provided in the plans, the existing property appears generally to drain north and west across the site. Once re-plated and constructed (per the presented plans), the drainage from the rear of the lots west of new W. Park Avenue generally will continue as at present, while most of the remainder of the site would tend to flow to, and north along, the new curb and gutter system. Documentation should be provided to confirm that the existing curb and gutters and associated storm sewer system north of the site are appropriately able to transport the new (additional) flows. While it would be our anticipation the system to the north was designed with the intent for this current area to be developed (e.g. - the 9 lots shown on the County Assessor Website, per the 1972 Plat) we are not in receipt of documentation demonstrating that. The Town may wish to request the Developer and/or his professional(s) to provide that verification.

- **100 Year Flood Plain:**  
The applicant's submittal package does not address status of the parcel with respect to identified regulatory 100-year floodplain. Our review of the applicable FEMA Floodplain Maps (Panel 08123C1683E, Effective 1/20/16) shows the site is not within a mapped regulatory floodplain. We recommend an appropriate notation to this extent be included on the Plat and on the associated plans.
- **Stormwater Management Plan (SWMP):**  
Since the site disturbance area for the construction (following the re-plat) will be greater than one (1) acre, the applicant will be required to prepare a Stormwater Management Plan and obtain a State Stormwater Construction Permit in conformance with Colorado Department of Public Health & Environment (CDPHE) requirements. Additionally, a separate Grading, Erosion and Sedimentation Control Permit may be required through the County. An Erosion Control Plan, with indicated BMPs, is included in the submitted Plans (Sheet 4 of 9). The plan as presented appears generally acceptable.



- **Site Geotechnical Report:**

A formal pavement design recommendation for the proposed extension of W. Park Avenue, prepared by the applicable Project geotechnical firm, should be provided. Such a geotechnical pavement design recommendation may have been provided as part of the prior platting and development for the subdivision. Perhaps that information could be located and provided for reference. However, based on the anticipated length of time elapsed since that prior information was generated, it would most likely be appropriate for the Town to request an updated report and pavement design recommendation.

**OTHER SPECIFIC ENGINEERING COMMENTS:**

Our review of the Preliminary Civil Engineering Plans and Drainage Report has generated a number additional detailed comments and questions, as follows:

**General:**

Only those documents/sheets/pages for which we have specifically identified comments are listed below. **Comments provided also may apply to other sheets/locations in the Project documents.** The applicant's professional(s) should verify that the item(s) are addressed throughout the documents consistently, as applicable.

**Amended Plat:**

(Note – the following comments relative to the Plat were prepared concurrently between myself and our office's surveyor, due to the number and nature of the comments.)

The following comments on our review of this Amended plat are made without the benefit of having a copy of the original Johnstown Heights Third Filing subdivision plat to reference, or a copy of the title commitment that was submitted, and are based on our research utilizing the Weld County Assessor's GIS website in regards to the legal descriptions of the lots and street rights-of-way involved and the City's Subdivision Regulations. (NOTE: any references to Articles and Sections refer to Chapter 17 – Subdivisions Regulations in the Town of Johnstown Municipal Code)

We couldn't find any section in the Subdivision Regulations defining a "Minor Resubdivision", as is referenced in the Town signature blocks, and our comments are made in reference to the "normal" Subdivision Regulations as dictated in Article V, Sec. 17-64(a)(3), since this plat is changing street right-of-way.

1. Please address the fact that the title of the plat, and the legal description, don't correctly identify the Lot and Block designations since the Assessor's website only identifies 4 blocks in the original Johnstown Heights Third Filing. Also in the title, the dedication statement and the title block, please correct: "Filling" to: "Filing".\
2. Please note that the format of the street names in the proposed Plat and engineering documents (e.g. North Second Street) do not match the format listed on the County Assessor's website (e.g. N. 2<sup>nd</sup> Street).
3. The title and legal description should contain a reference to the fact that portions of North Second Street are a part of the plat.



- a. The proposed abandonment of N. 2<sup>nd</sup> Street, west of W. Park Avenue, may be acceptable.
  - b. The proposed abandonment of N. 2<sup>nd</sup> Street ROW, east of W. Park Avenue, may be more problematic. Depending upon input from the Front Range Fire Rescue Authority regarding N. 2<sup>nd</sup> Street remaining a "dead end" street, as opposed to becoming a through street to W. Park Avenue, the proposed abandonment may need to be reconsidered.
4. Since West Park Avenue is not being changed, it should probably be an exception to the boundary of this plat, or the plat could be described as two parcels, the lands East and West of West Park Avenue. This may be easier, but also may necessitate revising the legal description to a metes and bounds description. Also, please add the total acreage of the subdivision to the legal description.  
[ Article 6, Sec. 17-83 (3) ].
5. The Assessor's website indicates that the North 10 feet of the proposed Lots 1 and 7 is owned by the Town as an alley. That 10 feet is also labeled as an existing Utility, Drainage and Access Easement. If this is to remain an Access Easement, it might be best to plat these strips as Tracts. Otherwise a decision will have to be made on how the Town is to convey these lands to the developer.
6. There are various easements shown as existing, as being dedicated with the plat, or as being abandoned. Please label all easements with dimensions, as to what type (i.e. public utility, drainage, etc.) [ Article 6, Sec. 17-83 (5) ]. They could also be labeled as "Existing" (preferably with recording information), as "Hereby Dedicated", or as "Hereby Vacated". Some examples/questions include:
- a. Existing 20' Easement overlapping shared line between proposed Lots 4 & 5: The Plat notes abandonment of this easement. Who is the current "owner" and what is the purpose of this existing easement? Are there existing utilities within it? Concurrence for abandonment should be provided by the existing easement "beneficiaries".
  - b. Dashed lines either side of common line between proposed Lots 8 & 9, and between Lot 9 and Lot 3, Block 5 east of Lot 8: What these dashed lines indicate should be identified, with width, type and applicable recordation reception number.
  - c. The 15' easements across north side of proposed Lot 8 and south side of proposed Lot 7: What the easement(s) is(are) for, and to whom, should be identified. Also, are these proposed, or existing, easements? (From the construction plans, we anticipate this may be a proposed 30' easement for the proposed 18" storm drain from the west end of N. 2<sup>nd</sup> Street over to W. Park Avenue).

7. Please add a note regarding the purpose and information on proposed ownership and maintenance of Outlot "A". [ Article 6, Sec. 17-83 (7) ].
8. "Names of record owners of adjoining unplatted land." need to be added along the West boundary of the plat. [ Article 6, Sec. 17-83 (9) ].
9. Please add "Reference to recorded subdivision plats of adjoining platted lands by record name, date and number." along the North boundary of the plat, and the rest of the information required for the other platted lands along the East and South boundaries. [ Article 6, Sec. 17-83 (10) ]
10. Please add: "Certification of title showing that the applicant is the land owner." [ Article 6, Sec. 17-83 (13) ].
11. Plat Dedication Statement: The general form (semantics) of the Dedication Statement is based upon there being multiple "holders". However, there is only one on this Plat (e.g. Jan Telep Rogers). Accordingly, it may be appropriate to correct the wording in a few locations:
  - a. 1<sup>st</sup> paragraph, 1<sup>st</sup> line: "... lien holders..." would be "... lien holder..."
  - b. 3<sup>rd</sup> paragraph, 1<sup>st</sup> word: "do" would be "does"
  - c. 3<sup>rd</sup> paragraph, 3<sup>rd</sup> line: "... and we hereby..." would be "...and I hereby..."
12. Plat Dedication Statement, 3<sup>rd</sup> paragraph, 5<sup>th</sup> line: There is only One Outlot. Accordingly, "...purposes of all Out Lot shown..." would be "...purposes of the Outlot shown..."

**Replat Package (Civil Plans):**

1. Sheet 1 of 9:
  - a. General Note #4 – 3<sup>rd</sup> line: Documentation of the "existing condition" should be the responsibility of Contractor. Concurrence by the Town Construction Inspector would be appropriate, but should not be the responsibility of the Inspector.
  - b. General Note #4 – last line" The determination should be made by the Town Construction Inspector (since the Town currently does not have a Public Works Director).
2. Sheet 2 of 9 – Plat: Please update per Plat comments above.
3. Sheet 3 of 9: For clarity, please label each of the contour lines.
4. Sheet 5 of 9:
  - a. Two fire hydrants are shown. The one at the south end, at the NE corner of W. Park Avenue and N. Park Avenue, is existing and should be labeled accordingly. The hydrant on W. Park Avenue at N. 2nd Street (current ROW) apparently is proposed, and should be labeled accordingly.





7. Sheet 8 of 9:

- a. This Sheet shows a proposed new 18" storm from the west end of N. 2nd Street, west to W. Park Avenue, and then north to a proposed Combination Type 13 inlet. There is not an existing storm line indicated for the Type 13 inlet to discharge into. An appropriate storm line outlet **MUST** be provided and adequate capacity within that line must be demonstrated. Without an appropriate outlet, the overall design concept is not approvable.
- b. If an approved storm discharge from the Type 13 Combo Inlet is demonstrated, the next questions will be: Is the Combo Inlet "on grade" or in a sump condition, and what portion of the minor and major storm curb and gutter flow(s) will it capture? What will be the path and interception point(s) for the bypass flows on the east side of the street, and for the gutter flows along the west side of the street?

**Drainage Letter:** The one page drainage letter generally states, or implies, that the proposed replatted 9 lots will continue to drain to the north, largely in conformance with the intent under the original 1972 Plat. We take no exception to that general concept. However, we would request that additional documentation be provided, including provision of appropriate excerpts and/or copies from the original development's drainage documentation, to clearly demonstrate this, and to address the questions presented in our comments above.

**Recommendation**

We have presented several questions in our above comments which we believe should be addressed to the satisfaction of the Town prior to Town approval of the proposed Replat and associated development. If the Town should elect to grant approval(s) prior to confirmation of resolution of our comments, we recommend the approval be granted contingent upon final engineering approval also subsequently being obtained.

Once the above noted comments are addressed, the Applicant's Professional(s) should submit one copy each of the updated plan/report documents directly to our attention for additional Town Engineering review.

If there are any questions regarding any of my comments, or if further clarification is desired, please contact me.

Sincerely,

IMEG, as Town Engineer for Johnstown



Gregory A. Weeks, PE, LEED ® AP



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: August 4, 2017

### REFERRAL OF APPLICATION

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

**Project:** Amended Plat of Johnstown Heights Third Filing

**Location:** West Park Avenue, south of Third Street

**Applicant:** Bruce Gillam

**Please reply by:** September 4, 2017

**Tentative Planning and Zoning Commission Hearing:** September 13, 2017

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

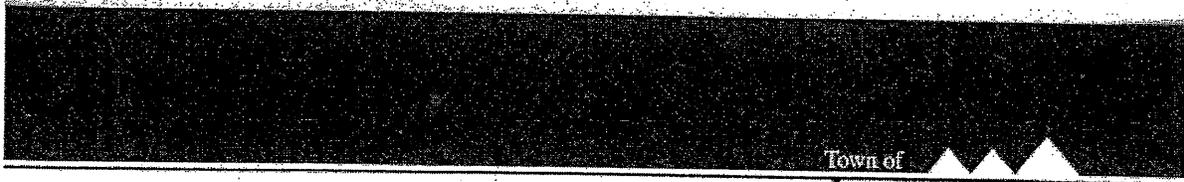
This application is submitted to you for review. Any comments or recommendations you consider relevant to this request would be appreciated. Please reply by the above listed date so that we may include your comments with others. If additional documentation is required, please advise us as soon as possible.

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

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

Date: \_\_\_\_\_

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



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:** August 4, 2017

**REFERRAL OF APPLICATION**

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

**Project:** Amended Plat of Johnstown Heights Third Filing

**Location:** West Park Avenue, south of Third Street

**Applicant:** Bruce Gillam

**Please reply by:** September 4, 2017

**Tentative Planning and Zoning Commission Hearing:** September 13, 2017

**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: *Chad Mc...* Date: 08/09/2017  
 Agency: FHU



FELSBURG  
HOLT &  
ULLEVIG

*connecting and enhancing communities*

August 9, 2017

**MEMORANDUM**

TO: John Franklin  
FROM: Charles M. Buck, P.E., PTOE  
SUBJECT: Johnstown Heights Third Filing  
FHU Reference No. 199201-01

---

I have reviewed the materials provided for Johnstown Heights Third Filing. This infill development is to consist of nine single family dwelling units, located west of the W. Second Street terminus, to the east of Telep Avenue. I have the following comments:

- The traffic impacts of the proposed nine residential units would be minor: at 7 to 10 trips during the peak hours.
- The Fire Department is requiring the extension of W. Second Street to connect with the internal W. Park Avenue connection. The applicant has proposed to omit this connection.
- Whether W. Second Street is connected within the development or not, the traffic impacts specific to the proposed nine units would remain negligible.

The above constitutes my review of the materials provided. Please call if you have any questions or need additional information.

## John Franklin

---

**From:** Ty Drage <tdrage@frfr.co>  
**Sent:** Thursday, October 05, 2017 4:10 PM  
**To:** John Franklin; rhrfor97@aol.com  
**Subject:** Johnstown Heights 3rd Filing - followup

Good afternoon, John.

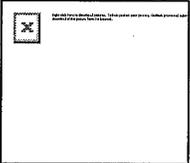
I just met with Bruce Gillam about this development proposal. He provided me with an updated plan that includes an emergency access easement that connects the west end of N 2nd Street and the new West Park Ave. His revised plan will include roadbase/recycled asphalt at the west end of N 2nd St as well as a section of concrete with drive-over bollards on either end. This will meet our needs for apparatus access/egress. I have also confirmed that there is already a fire hydrant at the northeast corner of this access and the new roadway, so that addresses another of my comments.

The only question that remains from FRFR's perspective is the ability to rename the new street so it is not West Park Drive.

Thank you, Sir!  
Ty

## Ty Drage

Life Safety Chief/Fire Marshal  
Front Range Fire Rescue Authority



P.O. Box 130  
Milliken, CO 80543  
Office: 970-587-4464 x105  
Cell: 970-590-4179  
Email: [tdrage@frfr.co](mailto:tdrage@frfr.co)

"Change is inevitable, growth is optional."  
- John Maxwell

FIRE

## PLAN REVIEW COMMENTS

### **PROJECT SCOPE**

*These comments pertain to the proposed amended re-plat of Johnstown Heights 3<sup>rd</sup> Filing and is based on the documents submitted by the Applicant. The original plat was filed in 1972 and included plans for the future extension of North 2<sup>nd</sup> Street to west, connecting with Weld County Road 15/Telep Avenue. Easements to this effect are noted on the submitted plans.*

*The property is located within the Front Range Fire Rescue Authority jurisdiction and is served by the Town of Johnstown water department. The property is located at the west end of North 2<sup>nd</sup> Street and between North Park Avenue and North 3<sup>rd</sup> Street. Two small partial streets extend into the north and south edges of the effected property, both segments are named West Park Avenue. The proposal includes the addition of one paved street and nine (9) single family homes.*

### **GENERAL**

The requirements of the adopted 2006 International Fire Code, Building Code (with regard to fire and life safety issues), and NFPA standards adopted at the time of planning approval or building construction shall be met.

### **STREETS AND EMERGENCY VEHICLE ACCESS**

The plans as submitted indicate the proposed abandonment of the easement that connects North 2<sup>nd</sup> Street to County Road 15/Telep Avenue. The adopted Fire Code and Johnstown Municipal Code both require that North 2<sup>nd</sup> Street be connected to the proposed West Park Avenue, as provided in the original plat and as detailed below:

1. Currently, the effected section of North 2<sup>nd</sup> Street is approx. 530 feet in length, from the intersection with Jay Avenue. The effected segment includes access to Reimer Court, and serves 15 residential addresses, and two (2) partially developed lots. The road segment west of Reimer Court is approx. 240 feet in length. The adopted International Fire Code requires approved apparatus turnaround locations to be installed for dead-ends in excess of 150 feet in length. In order to provide apparatus turnaround, a cul-de-sac would need to be added at the west end of North 2<sup>nd</sup> Street. Connection of North 2<sup>nd</sup> Street with the proposed West Park Avenue would eliminate the need for an apparatus turnaround.
2. Johnstown Municipal Code, Chapter 17, Article VII, Section a, item #5  
Arrangement of Streets – Where future extension of a street is anticipated, a temporary turnaround having a minimum outside diameter of 80 feet shall be provided.  
This was not completed when North 2<sup>nd</sup> Street construction was stopped, but was planned for and/or addressed with the easements noted previously.  
NOTE: Minimum apparatus turnaround diameter is 96 feet.
3. Johnstown Municipal Code, Chapter 17, Article VII, Section b, items #1 and #2
  1. The maximum allowable length of closed-end streets in single-family residential ... developments shall be 600 feet.
  2. Closed-end streets shall be provided with circular turnarounds having a minimum outside right-of-way diameter of 120 feet and a minimum pavement diameter of 90 feet.  
NOTE: Minimum apparatus turnaround diameter is 96 feet.

The abandonment of the easement between County Road 15/Telep Avenue and the proposed West Park Avenue is appropriate per the adopted Fire Code and Johnstown Municipal Code, provided that North 2<sup>nd</sup> Street is connected with the proposed West Park Avenue.

Front Range Fire Rescue recommends either re-naming the proposed West Park Avenue or clearly posting street signs with complete street names of "West Park Ave" and "North Park Ave."

Johnstown Municipal Code, Chapter 17, Article VII, section I, states: Names of new streets shall not duplicate names of existing streets, provided that new streets which are extensions of, or which are in alignment with, existing streets shall bear the names of such streets. This code section was most likely approved after these street names were selected and posted; however, it was enacted to prevent having cross streets with the same name. While West Park Avenue is an existing street, having it named the same as its cross street of North Park Avenue has potential to cause confusion during reporting of or response to emergencies. Currently, street signs at the intersection of North Park Ave and West Park Ave are not clear and could easily cause confusion when reporting an emergency. Clearly posting complete street names may reduce transmittal of incorrect location information. Renaming of the street will eliminate the opportunity for this error.

#### **WATER SUPPLY**

The submitted plans indicate there is an existing 12-inch water main indicated through the entire section of the proposed West Park Avenue, which connects to an existing six (6) inch water main beneath North 2<sup>nd</sup> Street. The plans do not indicate the addition of any new fire hydrants. Currently, there is a fire hydrant at the intersection of North Park Avenue/West Park Avenue and another one at the intersection of North 3<sup>rd</sup> Street/West Park Avenue. This results in the entire length of the proposed West Park Avenue, measuring approximately 700 feet, without any fire hydrant coverage. The adopted International Fire Code requires hydrants to be spaced no farther than 600 feet apart in residential settings. Therefore, the installation of one (1) new fire hydrant, located approximately in the center of West Park Avenue, shall be required.

It is further recommended that the 12-inch water main beneath West Park Avenue be connected with the 6-inch water main beneath North 2<sup>nd</sup> Street to improve water supply throughout the neighborhoods.

Water mains supplying fire hydrants shall be looped and of minimum eight (8) inch diameter. All hydrants shall be in place and operational prior to any combustible material being brought on site. Hydrants shall be bacteria tested and approved by the local water provider.

Fire hydrants are specified as Mueller #A-423 or approved equal, as determined by the water provider and Front Range Fire Rescue. The main outlet shall be facing the primary roadway with a minimum 18-inch clearance from the finished grade to the center of the main outlet connection. All hydrants shall have five-sided operating nuts on bonnet and caps, with left-rotating operation to open the hydrant.

Hydrants shall be set back a minimum of three (3) feet from curb face and shall be at least three feet from vegetation at full maturity (with the exception of grass and ground cover), as well as fences, bushes, trees, walls or any other fixed or moveable object. Curbs adjacent to fire hydrants shall be painted red 15 feet in length, centered on the hydrant, or have approved "Fire Lane – No Parking" signs posted.

Minimum fire flow and flow duration requirements for one- and two-family residential buildings with an area that does not exceed 3,600 square feet shall be 1,000 gpm. Fire flow and flow duration for this type of dwelling having a fire area in excess of 3,600 square feet shall be not less than that specified in Table B105.1 of the adopted Fire Code. A reduction in the required fire flow is allowed when the dwelling is equipped with an approved automatic fire sprinkler system.

#### **HAZARDOUS MATERIALS**

Materials that pose a health or physical risk (as defined in the International Fire Code) may not be stored, handled or used on any construction site without prior approval from Front Range Fire Rescue. Aboveground fuel storage tanks for refueling construction equipment require permits from Front Range Fire Rescue.



**WORK  
SESSION  
(Miscellaneous Funds)**

**USE  
TAX  
CAPITAL IMPROVEMENT  
FUND**

TOWN	OF JOHNSTOWN							USE TAX CAPITAL IMPROVEMENT FUND
ACCT	ACCOUNT	2014	2015	2016	2017	2017	2018	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJ.	BUDGET	BUDGET	NOTES
<b>USE TAX CAPITAL IMPROVEMENT FUND</b>								
	Beginning Fund Balance	10,650,091	12,677,976	14,362,345	17,430,205	15,887,600	16,711,700	
	REVENUES							
	Use Tax Monies	3,063,231	2,306,918	3,417,716	1,900,000	850,000	1,000,000	
	Interest	58,082	45,531	87,437	85,000	40,000	65,000	
	From Water Fund	42,864	42,024	42,864	0	0	0	
	Developer Reimbursement	0	0	0	20,000	0	60,000	
	From Paving Fund	3,800	260	0	0	0	0	
	SUB-TOTAL	3,167,977	2,394,733	3,548,017	2,005,000	890,000	1,125,000	
<b>USE TAX CAPITAL IMPROVEMENT</b>								
<b>FUND REVENUES</b>		<b>3,167,977</b>	<b>2,394,733</b>	<b>3,548,017</b>	<b>2,005,000</b>	<b>890,000</b>	<b>1,125,000</b>	
	AVAILABLE RESOURCES	13,818,068	15,072,709	17,910,362	19,435,205	16,777,600	17,836,700	

TOWN	OF JOHNSTOWN							USE TAX CAPITAL IMPROVEMENT FUND
ACCT	ACCOUNT	2014	2015	2016	2017	2017	2018	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJ.	BUDGET	BUDGET	NOTES
OPERATIONS EXPENDITURES								
7015	Street repair and maintenance	368,206	307,786	367,461	400,000	400,000	350,000	
7022	Alley Improvements	0	1,652	0	2,000	2,000	2,000	
7035	Community Center Impr.	4,977	1,440	0	5,000	5,000	5,000	
	Streetlights	0	0	0	5,000	5,000	5,000	
	Signs	807	3,591	2,072	5,000	5,000	5,000	
7085	Shop Improvements	0	0	3,757	5,500	5,500	5,500	
7065	Sidewalk Replacement	13,846	0	2,530	15,000	15,000	15,000	
	North 2nd Street improvements	0	0	0	1,328,000	1,328,000	0	
	Design Improvements/North 2nd St. Phase #1	0	0	39,149	0	0	0	
	I-25 Grant Contribution	0	0	0	250,000	250,000	250,000	
	Cemetery Improvements	0	0	0	18,000	18,000	0	
	Architects/Recreation Center	0	0	0	100,000	851,000	1,200,000	
	Community Recreation Center	0	0	0	0	0	6,000,000	
	YMCA Feasibility Survey	0	0	10,995	0	0	0	
654413	Downtown Construction	484,177	0	0	0	0	0	
7045	Downtown Parking Lot	0	4,229	0	0	0	0	
	Library Parking Lot	0	0	10,151	0	0	0	
7143	Police Department - fence	50,161	0	0	0	0	0	
7088	Emergency Warning Siren	27,432	0	0	0	0	0	
	Columbine Complex Improvements	0	39,624	0	0	0	0	
7142	Booster Pump/Pioneer Ridge Park	1,973	0	0	0	0	0	
	Developers Refund	188,513	352,042	44,042	170,000	170,000	180,000	
	Operating & Maintenance Total	1,140,092	710,364	480,157	2,303,500	3,054,500	8,017,500	
USE TAX CAPITAL IMPROVEMENT								
FUND EXPENDITURES TOTAL		1,140,092	710,364	480,157	2,303,500	3,054,500	8,017,500	

TOWN	OF JOHNSTOWN							USE TAX CAPITAL IMPROVEMENT FUND
ACCT	ACCOUNT	2014	2015	2016	2017	2017	2018	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJ.	BUDGET	BUDGET	NOTES
	USE TAX CAP. IMP. FUND BEG. BAL.	10,650,091	12,677,976	14,362,345	17,430,205	15,887,600	16,711,700	
	USE TAX CAP. IMP. FUND REVENUE	3,167,977	2,394,733	3,548,017	2,005,000	890,000	1,125,000	
	RESOURCES AVAILABLE	13,818,068	15,072,709	17,910,362	19,435,205	16,777,600	17,836,700	
	USE TAX CAP. IMP. FUND EXPEND.	1,140,092	710,364	480,157	2,303,500	3,054,500	8,017,500	
	USE TAX CAP. IMPROVEMENT							
	FUND ENDING BALANCE	12,677,976	14,362,345	17,430,205	17,131,705	13,723,100	<b>9,819,200</b>	

**CONSERVATION  
TRUST  
FUND**

TOWN ACCT NO	OF JOHNSTOWN ACCOUNT NAME	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 PROJ.	2017 BUDGET	2018 BUDGET	CONSERVATION TRUST FUND NOTES
<b>CONSERVATION TRUST FUND</b>								
	Beginning Fund Balance	1,876,778	2,055,067	2,163,763	2,313,966	2,247,600	2,471,100	
	<b>REVENUES</b>							
	Colorado Lottery	60,587	57,971	74,194	65,000	55,000	70,000	
	Miscellaneous	13,919	1,713	7,728	5,000	1,200	5,000	
	GOCO Grant	0	0	0	0	0	0	
	Larimer County Use Tax	79,410	88,560	95,397	97,000	80,000	90,000	
	Park Fees	148,500	81,100	65,500	62,500	62,500	62,500	
	Earnings on Investments	3,256	4,197	8,459	9,000	3,500	9,000	
	<b>SUB-TOTAL</b>	<b>305,672</b>	<b>233,541</b>	<b>251,278</b>	<b>238,500</b>	<b>202,200</b>	<b>236,500</b>	
<b>CONSERVATION TRUST FUND</b>								
	<b>REVENUES</b>	<b>305,672</b>	<b>233,541</b>	<b>251,278</b>	<b>238,500</b>	<b>202,200</b>	<b>236,500</b>	
	<b>AVAILABLE RESOURCES</b>	<b>2,182,450</b>	<b>2,288,608</b>	<b>2,415,041</b>	<b>2,552,466</b>	<b>2,449,800</b>	<b>2,707,600</b>	
				0				
<b>OPERATIONS EXPENDITURES</b>								
6545	Eddie Aragon Park	1,211	45,899	3,036	5,000	5,000	5,000	
7020	Repair and maintenance	4,360	1,110	1,824	6,000	6,000	6,000	
654404	Lawn mower	20,814	0	33,654	17,200	17,200	0	
654401	Trees	0	1,306	3,466	7,000	7,000	7,000	
6533	Tree trimming	4,200	6,800	4,995	6,000	6,000	6,000	
6553	Clearview Park	1,456	436	1,360	3,600	3,600	165,000	
6551	Johnstown Lake Park	2,613	1,049	5,542	18,500	18,500	8,000	
6549	Pioneer Ridge Park	1,928	73	400	3,600	3,600	4,000	
6546	Sunrise Park	1,783	2,500	966	3,600	3,600	4,000	
6548	Hays Park	1,372	64,289	44,708	3,600	3,600	6,000	
6550	Rolling Hills Ranch Park	1,276	41	394	3,600	3,600	4,000	
6547	Parish Park	74,877	1,342	730	3,600	3,600	4,000	
	School/park site reimbursement	11,493	0	0	0	0	0	
	<b>Operating &amp; Maintenance Total</b>	<b>127,383</b>	<b>124,845</b>	<b>101,075</b>	<b>81,300</b>	<b>81,300</b>	<b>219,000</b>	
<b>CONSERVATION TRUST FUND</b>								
	<b>EXPENDITURES TOTAL</b>	<b>127,383</b>	<b>124,845</b>	<b>101,075</b>	<b>81,300</b>	<b>81,300</b>	<b>219,000</b>	

TOWN	OF JOHNSTOWN							CONSERVATION TRUST FUND
ACCT	ACCOUNT	2014	2015	2016	2017	2017	2018	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJ.	BUDGET	BUDGET	NOTES
	CONSERVATION FUND BEG. BAL.	1,876,778	2,055,067	2,163,763	2,313,966	2,247,600	2,471,100	
	CONSERVATION FUND REVENUE	305,672	233,541	251,278	238,500	202,200	236,500	
	RESOURCES AVAILABLE	2,182,450	2,288,608	2,415,041	2,552,466	2,449,800	2,707,600	
	CONSERVATION FUND EXPEND.	127,383	124,845	101,075	81,300	81,300	219,000	
	CONSERVATION FUND END. BAL.	2,055,067	2,163,763	2,313,966	2,471,166	2,368,500	<b>2,488,600</b>	

**DRAINAGE  
FUND**

TOWN	OF JOHNSTOWN							DRAINAGE FUND
ACCT	ACCOUNT	2014	2015	2016	2017	2017	2018	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJ.	BUDGET	PROPOSED	NOTES
<b>DRAINAGE FUND</b>								
	Beginning Fund Balance	2,121,375	1,958,385	2,323,136	2,599,306	2,507,500	2,445,700	
	<b>REVENUES</b>							
	Fees	59,010	122,373	0	0	0	0	
	Earnings on Investments	5,753	5,725	15,322	22,300	6,200	22,500	
	Customer Revenue	365,280	373,409	390,991	403,200	390,000	416,000	
	Sub-Total	430,043	501,507	406,313	425,500	396,200	438,500	
<b>DRAINAGE FUND</b>								
	<b>REVENUES</b>	430,043	501,507	406,313	425,500	396,200	<b>438,500</b>	
	<b>AVAILABLE RESOURCES</b>	2,551,418	2,459,892	2,729,449	3,024,806	2,903,700	2,884,200	

TOWN ACCT	OF JOHNSTOWN ACCOUNT	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 PROJ.	2017 BUDGET	2018 PROPOSED	DRAINAGE FUND
NO	NAME							NOTES
<b>ADMINISTRATION EXPENDITURES</b>								
5010	Salaries	18,453	19,090	14,857	15,200	37,500	38,900	
501003	Overtime	64	100	0	100	100	100	
5011	Part-Time Office	1,849	2,023	4,189	4,600	12,600	12,600	
5025	Manager Salary	24,024	25,323	26,875	27,900	27,900	29,500	
5050	Payroll Taxes	2,984	3,071	3,060	4,000	6,000	6,300	
5060	Employee Retirement	2,945	2,308	2,051	2,900	5,700	5,700	
5065	Health Insurance	10,232	8,505	4,750	5,000	10,200	10,200	
5070	Worker's Compensation	400	686	644	700	700	700	
	<b>Personnel Services Total</b>	<b>60,951</b>	<b>61,106</b>	<b>56,426</b>	<b>60,400</b>	<b>100,700</b>	<b>104,000</b>	
6010	Utilities	1,800	1,722	1,423	1,500	1,700	1,600	
6505	Office Supplies	950	1,071	316	800	1,200	800	
6506	Utility Bill Mailing	3,811	4,026	7,832	7,600	7,600	7,900	
	On line bill presentment	0	0	0	2,000	2,000	2,300	
6510	Telephone	0	700	700	800	800	800	
6522	Insurance	2,300	2,183	2,500	2,700	2,700	2,800	
7020	Maintenance & Repairs	411	489	482	500	500	500	
8010	Audit	2,200	2,500	2,125	2,500	2,500	2,500	
8012	Computer Professional Services	3,000	3,219	3,300	3,500	3,500	3,700	
8014	Legal	16	0	3,200	2,000	2,000	2,200	
8017	Professional Services	217	0	0	1,500	1,500	1,500	
	<b>Operating &amp; Maintenance Total</b>	<b>14,705</b>	<b>15,910</b>	<b>21,878</b>	<b>25,400</b>	<b>26,000</b>	<b>26,600</b>	
<b>CAPITAL OUTLAY EXPENDITURES</b>								
654404	Computer Software	4,310	4,619	0	2,500	2,500	3,500	
	<b>Capital Outlay Total</b>	<b>4,310</b>	<b>4,619</b>	<b>0</b>	<b>2,500</b>	<b>2,500</b>	<b>3,500</b>	
<b>ADMINISTRATION EXPENDITURES TOTAL</b>								
		<b>79,966</b>	<b>81,635</b>	<b>78,304</b>	<b>88,300</b>	<b>129,200</b>	<b>134,100</b>	

TOWN ACCT	OF JOHNSTOWN ACCOUNT	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 PROJ.	2017 BUDGET	2018 PROPOSED	DRAINAGE FUND
NO	NAME							NOTES
<b>OPERATIONS EXPENDITURES</b>								
5010	Wages	39,650	35,171	12,592	25,000	61,000	63,200	
501003	Overtime	564	0	0	600	600	600	
5050	Payroll Taxes	2,975	2,543	962	1,900	4,800	4,900	
5060	Employee Retirement	2,420	2,643	698	1,100	4,200	4,200	
5065	Health Insurance	8,753	5,183	4,551	10,300	23,000	24,000	
5070	Worker's Comp Insurance	879	2,059	1,931	1,800	1,800	1,900	
	<b>Personnel Services Total</b>	<b>55,241</b>	<b>47,599</b>	<b>20,734</b>	<b>40,700</b>	<b>95,400</b>	<b>98,800</b>	
6510	Telephone	0	798	826	900	900	900	
6522	Insurance	4,400	4,003	4,600	4,800	4,800	5,000	
6524	Gas & Oil	2,100	1,824	1,711	1,900	2,200	2,000	
6526	Operating Supplies	470	332	440	1,100	1,100	1,000	
7020	Repair & Maintenance	1,483	155	114	1,000	2,000	1,000	
7022	Vehicle Repairs	0	0	0	800	800	800	
6511	Training	0	0	0	600	600	600	
654406	Infrastructure Repair	0	147	0	20,000	20,000	20,000	
9010	Downtown Streetscape Improvements	82,500	0	0	0	0	0	
	North 2nd Street Improvements	0	0	0	364,000	364,000	0	
7024	Inlet Replacement	0	0	0	20,000	20,000	20,000	
7026	Curb/Gutter Replacement/Repair	12,940	263	23,414	35,000	35,000	70,000	
	Principal Payment	353,800	0	0	0	0	0	
	Interest Payment	133	0	0	0	0	0	
	<b>Operating &amp; Maintenance Total</b>	<b>457,826</b>	<b>7,522</b>	<b>31,105</b>	<b>450,100</b>	<b>451,400</b>	<b>121,300</b>	
<b>OPERATIONS EXPENDITURES TOTAL</b>								
		<b>513,067</b>	<b>55,121</b>	<b>51,839</b>	<b>490,800</b>	<b>546,800</b>	<b>220,100</b>	



**IMPACT  
FEE  
FUND**

ACCT NO	ACCOUNT NAME	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 PROJ.	2017 BUDGET	2018 BUDGET	IMPACT FEE FUND NOTES
<b>IMPACT FEE FUND</b>								
	Beginning Fund Balance	8,696,773	10,192,698	10,881,247	12,939,159	12,310,100	13,474,500	
	<b>REVENUES</b>							
	Transportation Facilities Fee	661,383	740,016	1,153,261	745,000	250,000	405,000	
	Police Facilities Fee	134,729	168,288	188,205	132,000	72,000	132,000	
	Public Facilities Fee	389,312	487,703	413,928	280,000	170,000	280,000	
	Parks and Open Space Fee	327,476	417,062	195,877	170,000	144,000	150,000	
	Library Facilities Fee	64,922	83,532	107,264	95,000	85,000	100,000	
	Traffic Signal	7,764	12,796	6,614	7,200	5,000	5,000	
	Developer Reimbursement	0	0	0	30,000	30,000	0	
	Earnings on Investments	30,237	28,575	63,292	35,000	35,000	50,000	
	<b>SUB-TOTAL</b>	<b>1,615,823</b>	<b>1,937,972</b>	<b>2,128,441</b>	<b>1,494,200</b>	<b>791,000</b>	<b>1,122,000</b>	
<b>IMPACT FEE FUND</b>								
	<b>REVENUES</b>	<b>1,615,823</b>	<b>1,937,972</b>	<b>2,128,441</b>	<b>1,494,200</b>	<b>791,000</b>	<b>1,122,000</b>	
	<b>AVAILABLE RESOURCES</b>	<b>10,312,596</b>	<b>12,130,670</b>	<b>13,009,688</b>	<b>14,433,359</b>	<b>13,101,100</b>	<b>14,596,500</b>	
<b>OPERATIONS EXPENDITURES</b>								
8017	Parks and Open Space	0	0	0	0	15,000	15,000	
654415	Police equipment	8,588	29,431	0	21,400	21,400	21,400	
	Police vehicle (new officer)	0	86,042	0	105,000	105,000	50,000	
	Unmarked vehicle	0	0	0	0	0	43,000	
	Workstations (new officers)	0	0	0	12,000	12,000	0	
	Computer/software (new officer)	0	0	0	3,200	3,200	2,400	
	Police taser	0	0	0	1,400	1,400	1,400	
	Speed trailer / police dept.	0	0	0	0	0	8,000	
	Police substation office equipment	0	0	0	22,000	22,000	0	
	Police substation construction costs	0	0	0	161,032	154,000	0	
	Annual lease/utilities - Police Substation	0	0	0	26,500	26,500	26,500	
	Larimer County Road 3 North Extension Design	0	0	0	0	0	30,000	
	Highway 60 pedestrian crossing signals						75,000	
8018	Widening CR 17	550	1,013,390		0	0	0	
8016	Professional services - CR 17	110,760	58,327		0	0	0	
	WCR 48 Improvement	0	62,233		0	0	0	
	Design/Construction WCR 50	0	0	70,529	6,305	1,965,000	0	
	Hwy 34/LarimerParkway traffic signal	0	0	0	600,000	500,000	0	
	<b>Operating &amp; Maintenance Total</b>	<b>119,898</b>	<b>1,249,423</b>	<b>70,529</b>	<b>958,837</b>	<b>2,825,500</b>	<b>272,700</b>	
<b>IMPACT FEE FUND</b>								
	<b>EXPENDITURES TOTAL</b>	<b>119,898</b>	<b>1,249,423</b>	<b>70,529</b>	<b>958,837</b>	<b>2,825,500</b>	<b>272,700</b>	



**COMMUNITY  
RECREATION CENTER  
FUND**

TOWN OF JOHNSTOWN					COMMUNITY RECREATION CENTER BUDGET
ACCT NO	ACCOUNT NAME	2018 ACTUAL			NOTES
<b>COMMUNITY RECREATION CENTER BUDGET</b>					
	Beginning Fund Balance	0			
	TRANSFERS				
	Use Tax Monies	6,000,000			
	General Fund Monies	22,000,000			
	SUB-TOTAL	28,000,000			
<b>COMMUNITY RECREATION CENTER REVENUES</b>					
		<b>28,000,000</b>			
	AVAILABLE RESOURCES	28,000,000			
<b>OPERATIONS EXPENDITURES</b>					
	Construction	<b>28,000,000</b>			
	Operating & Maintenance Total	28,000,000			
<b>COMMUNITY RECREATION CENTER CONSTRUCTION EXPENDITURES TOTAL</b>					
		<b>28,000,000</b>			
<b>COMMUNITY RECREATION CENTER BUDGET</b>					
	BEG. BAL.	0			
	REVENUE	28,000,000			
	RESOURCES AVAILABLE	28,000,000			
	EXPENDITURES	28,000,000			
	COMMUNITY RECREATION CENTER BUDGET	<b>0</b>			
	ENDING FUND				

**CEMETERY  
PERPETUAL CARE  
FUND**

TOWN OF JOHNSTOWN								CEMETERY PERPETUAL CARE FUND
ACCT NO	ACCOUNT NAME	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 PROJ	2017 BUDGET	2018 BUDGET	NOTES
<b>CEMETERY PERPETUAL CARE FUND</b>								
	Beginning Fund Balance	99,508	101,645	105,031	109,306	107,900	113,400	
	<b>REVENUES</b>							
	Sale of Lots	2,056	3,273	3,463	3,200	2,800	3,000	
	Earnings on Investments	81	113	812	900	100	900	
	<b>SUB-TOTAL</b>	<b>2,137</b>	<b>3,386</b>	<b>4,275</b>	<b>4,100</b>	<b>2,900</b>	<b>3,900</b>	
<b>CEMETERY PERPETUAL CARE FUND</b>								
	<b>REVENUES</b>	<b>2,137</b>	<b>3,386</b>	<b>4,275</b>	<b>4,100</b>	<b>2,900</b>	<b>3,900</b>	
	<b>AVAILABLE RESOURCES</b>	<b>101,645</b>	<b>105,031</b>	<b>109,306</b>	<b>113,406</b>	<b>110,800</b>	<b>117,300</b>	
<b>OPERATIONS EXPENDITURES</b>								
	Operating & Maintenance	0	0	0	0	0	0	
	<b>Operating &amp; Maintenance Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>CEMETERY PERP. CARE FUND</b>								
	<b>EXPENDITURES TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>CEMETERY PERPETUAL CARE FUND</b>								
	<b>BEG. BAL.</b>	<b>99,508</b>	<b>101,645</b>	<b>105,031</b>	<b>109,306</b>	<b>107,900</b>	<b>113,400</b>	
	<b>REVENUE</b>	<b>2,137</b>	<b>3,386</b>	<b>4,275</b>	<b>4,100</b>	<b>2,900</b>	<b>3,900</b>	
	<b>RESOURCES AVAILABLE</b>	<b>101,645</b>	<b>105,031</b>	<b>109,306</b>	<b>113,406</b>	<b>110,800</b>	<b>117,300</b>	
	<b>EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
	<b>CEMETERY PERP. ENDING BAL.</b>	<b>101,645</b>	<b>105,031</b>	<b>109,306</b>	<b>113,406</b>	<b>110,800</b>	<b>117,300</b>	

**CONTINGENT  
FUND**

TOWN OF JOHNSTOWN								CONTINGENT FUND
ACCT	ACCOUNT	2014	2015	2016	2017	2017	2018	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJ.	BUDGET	BUDGET	NOTES
<b>CONTINGENT FUND</b>								
	Beginning Fund Balance	784,041	1,026,027	1,232,070	1,391,331	1,457,500	1,623,300	
<b>REVENUES</b>								
	Transfer - General Fund	225,000	175,800	155,000	225,000	225,000	225,000	
	Miscellaneous	19,512	30,052	0	0	0	0	
	Earnings on Investments	1,065	191	7,244	7,000	500	7,200	
	<b>SUB-TOTAL</b>	<b>245,577</b>	<b>206,043</b>	<b>162,244</b>	<b>232,000</b>	<b>225,500</b>	<b>232,200</b>	
<b>CONTINGENT FUND REVENUES</b>								
		<b>245,577</b>	<b>206,043</b>	<b>162,244</b>	<b>232,000</b>	<b>225,500</b>	<b>232,200</b>	
<b>AVAILABLE RESOURCES</b>								
		<b>1,029,618</b>	<b>1,232,070</b>	<b>1,394,314</b>	<b>1,623,331</b>	<b>1,683,000</b>	<b>1,855,500</b>	
<b>OPERATIONS EXPENDITURES</b>								
	Transfer - Bank Fund	3,591	0	2,983	0	1,683,000	1,855,500	
	<b>Operating &amp; Maintenance Total</b>	<b>3,591</b>	<b>0</b>	<b>2,983</b>	<b>0</b>	<b>1,683,000</b>	<b>1,855,500</b>	
<b>CONTINGENT FUND EXPENDITURES TOTAL</b>								
		<b>3,591</b>	<b>0</b>	<b>2,983</b>	<b>0</b>	<b>1,683,000</b>	<b>1,855,500</b>	
<b>CONTINGENT FUND BEG. BAL.</b>								
		<b>784,041</b>	<b>1,026,027</b>	<b>1,232,070</b>	<b>1,391,331</b>	<b>1,457,500</b>	<b>1,623,300</b>	
<b>CONTINGENT FUND REVENUE</b>								
		<b>245,577</b>	<b>206,043</b>	<b>162,244</b>	<b>232,000</b>	<b>225,500</b>	<b>232,200</b>	
<b>RESOURCES AVAILABLE</b>								
		<b>1,029,618</b>	<b>1,232,070</b>	<b>1,394,314</b>	<b>1,623,331</b>	<b>1,683,000</b>	<b>1,855,500</b>	
<b>CONTINGENT FUND EXPEND.</b>								
		<b>3,591</b>	<b>0</b>	<b>2,983</b>	<b>0</b>	<b>1,683,000</b>	<b>1,855,500</b>	
<b>CONTINGENT FUND ENDING BAL.</b>								
		<b>1,026,027</b>	<b>1,232,070</b>	<b>1,391,331</b>	<b>1,623,331</b>	<b>0</b>	<b>0</b>	

**EQUIPMENT  
REPLACEMENT  
FUND**

TOWN OF JOHNSTOWN								EQUIPMENT REPLACEMENT FUND
ACCT NO	ACCOUNT NAME	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 PROJ.	2017 BUDGET	2018 BUDGET	NOTES
<b>EQUIPMENT REPLACEMENT FUND</b>								
	Beginning Fund Balance	742,971	1,033,709	1,428,343	2,161,448	2,134,600	2,727,400	
<b>REVENUES</b>								
	Transfer from General Fund	375,000	500,000	1,000,000	1,000,000	1,000,000	1,000,000	
	Earnings on Investments	3,687	3,552	4,107	6,000	5,000	5,000	
	Miscellaneous	10,925	0	0	0	0	0	
	<b>SUB-TOTAL</b>	<b>389,612</b>	<b>503,552</b>	<b>1,004,107</b>	<b>1,006,000</b>	<b>1,005,000</b>	<b>1,005,000</b>	
<b>EQUIPMENT REPLACEMENT FUND REVENUES</b>								
		389,612	503,552	2,432,450	1,006,000	1,005,000	<b>1,005,000</b>	
	<b>AVAILABLE RESOURCES</b>	<b>1,132,583</b>	<b>1,537,261</b>	<b>3,860,793</b>	<b>3,167,448</b>	<b>3,139,600</b>	<b>3,732,400</b>	
<b>OPERATIONS EXPENDITURES</b>								
	Grader	17,500	17,915	18,900	0	0	18,900	
	Loader	0	0	96,750	0	0	19,500	
	Snow plow	0	0	0	215,900	215,900	0	
	Public Works Equipment	0	0	10,192	7,800	7,800	90,000	
	Computers/Office Equipment	0	5,000	0	4,200	4,200	5,200	
	Copier (Administration)	0	0	9,310	0	0	0	
	Police computers			19,195	0	0	0	
	Police Fleet Replacement (2) fully equipped	81,374	86,003	116,655	154,200	154,200	99,500	
	Street department vehicle	0	0	0	39,000	39,000	43,000	
	Mower for cemetery	0	0	0	17,400	17,400	0	
	<b>Operating &amp; Maintenance Total</b>	<b>98,874</b>	<b>108,918</b>	<b>271,002</b>	<b>438,500</b>	<b>438,500</b>	<b>276,100</b>	
<b>EQUIPMENT REPLACEMENT FUND EXPENDITURES TOTAL</b>								
		98,874	108,918	271,002	438,500	438,500	<b>276,100</b>	

TOWN OF JOHNSTOWN								EQUIPMENT REPLACEMENT FUND
ACCT NO	ACCOUNT NAME	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 PROJ.	2017 BUDGET	2018 BUDGET	NOTES
	EQUIPMENT REPL. FUND BEG. BAL	742,971	1,033,709	1,428,343	2,161,448	2,134,600	2,727,400	
	EQUIPMENT REPL. FUND REVENUE	389,612	503,552	1,004,107	1,006,000	1,005,000	1,005,000	
	RESOURCES AVAILABLE	1,132,583	1,537,261	2,432,450	3,167,448	3,139,600	3,732,400	
	EQUIPMENT REPL. FUND EXPENDITURES	98,874	108,918	271,002	438,500	438,500	276,100	
	EQUIPMENT REPL. FUND ENDING BAL.	1,033,709	1,428,343	2,161,448	2,728,948	2,701,100	<b>3,456,300</b>	

**JOHNSONS  
CORNER  
CAPITAL FUND**

ACCT NO	ACCOUNT NAME	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 PROJ.	2017 BUDGET	2018 BUDGET	JOHNSON'S CORNER CAP. FUND NOTES
<b>JOHNSON'S CORNER CAP. FUND</b>								
	Beginning Fund Balance	18,207	21,253	27,646	2,553	13,600	2,300	
<b>REVENUES</b>								
	Sales Tax	100,321	101,660	117,662	111,200	98,000	112,500	
	Earnings on Investments	20	33	245	230	40	100	
	<b>SUB-TOTAL</b>	<b>100,341</b>	<b>101,693</b>	<b>117,907</b>	<b>111,430</b>	<b>98,040</b>	<b>112,600</b>	
<b>JOHNSON'S CORNER CAP. FUND</b>								
<b>REVENUES</b>								
		100,341	101,693	117,907	111,430	98,040	112,600	
	<b>AVAILABLE RESOURCES</b>	<b>118,548</b>	<b>122,946</b>	<b>145,553</b>	<b>113,983</b>	<b>111,640</b>	<b>114,900</b>	
<b>OPERATIONS EXPENDITURES</b>								
	Infrastructure Improvement	97,295	95,300	143,000	111,640	111,640	114,900	
	<b>Operating &amp; Maintenance Total</b>	<b>97,295</b>	<b>95,300</b>	<b>143,000</b>	<b>111,640</b>	<b>111,640</b>	<b>114,900</b>	
<b>JOHNSON'S CORNER CAP. FUND</b>								
<b>EXPENDITURES TOTAL</b>								
		97,295	95,300	143,000	111,640	111,640	114,900	
<b>JOHNSON'S CORNER CAP. FUND</b>								
<b>BEG. BAL.</b>								
		18,207	21,253	27,646	2,553	13,600	2,300	
<b>REVENUE</b>								
		100,341	101,693	117,907	111,430	98,040	112,600	
<b>RESOURCES AVAILABLE</b>								
		118,548	122,946	145,553	113,983	111,640	114,900	
<b>EXPENDITURES</b>								
		97,295	95,300	143,000	111,640	111,640	114,900	
<b>JOHNSON'S CORNER END. BALANCE</b>								
		21,253	27,646	2,553	2,343	0	0	

**STREET  
MAINTENANCE  
FUND**

ACCT NO	ACCOUNT NAME	2017 ACTUAL	2017 BUDGET	2018 BUDGET	STREET MAINTENANCE FEE
<b>STREET MAINTENANCE FEE FUND</b>					
	Beginning Fund Balance	0	0	200,500	
	<b>REVENUES</b>				
	Fees	300,000	250,000	305,000	
	Earnings on Investments	500	100	500	
	<b>SUB-TOTAL</b>	<b>300,500</b>	<b>250,100</b>	<b>305,500</b>	
	<b>STREET MAINTENANCE REVENUES</b>	<b>300,500</b>	<b>250,100</b>	<b>305,500</b>	
	<b>AVAILABLE RESOURCES</b>	<b>300,500</b>	<b>250,100</b>	<b>506,000</b>	
	<b>OPERATIONS EXPENDITURES</b>				
	Street Maintenance	100,000	150,000	300,000	
	<b>Operating &amp; Maintenance Total</b>	<b>100,000</b>	<b>150,000</b>	<b>300,000</b>	
	<b>STREET MAINTENANCE EXPENDITURES TOTAL</b>	<b>100,000</b>	<b>150,000</b>	<b>300,000</b>	
	<b>STREET MAINTENANCE BEG BALANCE</b>	<b>0</b>	<b>0</b>	<b>200,500</b>	
	<b>STREET MAINTENANCE FUND REVENUE RESOURCES AVAILABLE</b>	<b>300,500</b>	<b>250,100</b>	<b>506,000</b>	
	<b>STREET MAINTENANCE FUND EXPEND.</b>	<b>100,000</b>	<b>150,000</b>	<b>300,000</b>	
	<b>STREET MAINTENANCE FUND ENDING BAL.</b>	<b>200,500</b>	<b>100,100</b>	<b>206,000</b>	

**PAVING  
FUND**

ACCT NO	ACCOUNT NAME	2014 ACTUAL	2015 ACTUAL	2016 ACTUAL	2017 PROJ.	2017 BUDGET	2018 BUDGET	PAVING FUND
								NOTES
<b>PAVING FUND</b>								
	Beginning Fund Balance	3,459	512	0	0	0	0	
REVENUES								
	Fees	850	0	0	0	0	0	
	Earnings on Investments	3	0	0	0	0	0	
	SUB-TOTAL	853	0	0	0	0	0	
PAVING FUND								
REVENUES								
		853	0	0	0	0	0	
AVAILABLE RESOURCES								
		4,312	512	0	0	0	0	
OPERATIONS EXPENDITURES								
	Engineering	0	0	0	0	0	0	
	Transfer Cap. Projects Fund	3,800	260	0	0	0	0	
	Professional Services	0	0	0	0	0	0	
	Operating & Maintenance Total	3,800	512	0	0	0	0	
PAVING FUND								
EXPENDITURES TOTAL								
		3,800	512	0	0	0	0	
PAVING FUND BEG. BAL.								
		3,459	512	0	0	0	0	
PAVING FUND REVENUE								
		853	0	0	0	0	0	
RESOURCES AVAILABLE								
		4,312	512	0	0	0	0	
PAVING FUND EXPEND.								
		3,800	512	0	0	0	0	
PAVING FUND ENDING BAL.								
		512	0	0	0	0	0	

