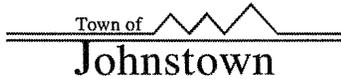


TOWN COUNCIL

MEETING

PACKET

September 17, 2018



Town Council

Agenda
Monday, September 17, 2018
Town Hall, Council Chambers
450 So. Parish Avenue
7:00 PM



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

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

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

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

- 6) **CONSENT AGENDA**
 - A) Town Council Meeting –September 5, 2018
 - B) Payment of Bills
 - C) August Financial Statements
 - 7) **STAFF REPORTS**
 - 8) **OLD BUSINESS**
 - 9) **NEW BUSINESS**
 - A) ***Public Hearing** – Consider Transfer of Ownership for Leo's Place
 - B) Public Improvements Development Agreement – Johnstown Heights, Amended Filing No. 3
 - C) Consider Assignment, Assumption and Bill of Sale (WRI to Clayton) and Consent and Estoppel Certificate.
 - 10) **EXECUTIVE SESSION**
 - A) An executive session for a conference with the Town's water attorney pursuant to C.R.S. Section 24-6-402(4) (b) to discuss water rights
 - 10) **COUNCIL REPORTS AND COMMENTS**
 - 11) **MAYOR'S COMMENTS**
 - 12) **ADJOURN**
-



NOTICE OF ACCOMODATION

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

AGENDA ITEMS 6A-C

CONSENT

AGENDA

- **Council Minutes – September 5, 2018**
 - **Payment of Bills**
 - **August Financial Statements**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 17, 2018

ITEM NUMBER: 6A-C

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

- A) Council Meeting Minutes – September 5, 2018
- B) Payment of Bills
- C) August Financial Statements

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

FINANCIAL ADVICE: N/A

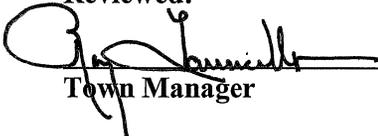
RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

For Denial:

Reviewed:


Town Manager

**COUNCIL
MINUTES**

The Town Council of the Town of Johnstown met on Wednesday, September 5, 2018 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor James led the Pledge of Allegiance.

Roll Call:

Those present were: Councilmembers Lebsack, Lemasters, Molinar Jr. Tallent and Young

Those absent were: Councilmember Mellon

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

Agenda Approval

Councilmember Lebsack made a motion seconded by Councilmember Molinar Jr. to amend the Agenda by removing Item 6C. Motion carried with a unanimous vote.

Consent Agenda

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

- August 20, 2018 Council Meeting Minutes
- Utility and Emergency Access Easements – Inline Shops at 2534

Motion carried with a unanimous vote.

New Business

A. Water and Sewer Service agreement for Liberty Development Office at 2534 – The applicant Liberty Development, LLC submitted to the Town a Water and Sewer Demand Analysis. Based upon the analysis the proposed construction of an office building, the total water requirement is 5.83 acre feet per year. Water credits for the project will come from the 2534 “water bank”. Councilmember Tallent made a motion seconded by Lemasters to approve the Water and Sewer Service Agreement for Liberty Development Office at 2534 and authorize the Mayor to sign it. Motion carried with a unanimous vote.

B. Water and Sewer Service Agreement for Liberty Development Flex Building at 2534 – The applicant Liberty Development, LLC submitted to the Town a Water and Sewer Demand Analysis. Based upon the analysis the proposed construction of a flex office-warehouse building, the total water requirement is 1.22 acre feet per year. Water credits for the project will come from the 2534 “water bank”. Councilmember Lemasters made a motion seconded by Councilmember Molinar Jr. to approve the Water and Sewer Service Agreement for Liberty Development Flex Building and authorize the Mayor to sign it. Motion carried with a unanimous vote.

Johnstown, Colorado

-2-

September 5, 2018

C. Councilmember Tallent made a motion seconded by Councilmember Lemasters to accept Town Manager Roy Lauricello's retirement letter. Motion carried with a unanimous vote.

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

Mayor

Town Clerk/Treasurer

**PAYMENT
OF
BILLS**

BILLS SUBMITTED FOR PAYMENT-SEPT 2018	
A & E TIRE INC.	\$679.52
ACE HARDWARE	\$531.02
ACE OF BLADES	\$678.00
ALL COPY PRODUCTS	\$367.35
APEX PAVEMENT SOLUTIONS	\$57,776.00
APPLIED CONCEPTS INC. / STALKER RADAR	\$133.00
BRANDON COPELAND	\$267.84
CASELLE INC	\$1,029.00
CENTRAL WELD COUNTY WATER DISTRICT	\$586.00
CENTURY LINK	\$334.39
CH DIAGNOSTIC AND CONSULTING SERVICES, INC.	\$420.00
CHEMA TOX LABORATORY INC.	\$143.00
CINTAS - GREELEY	\$421.75
CINTAS - LOVELAND	\$247.08
CIRSA	\$1,560.91
COLORADO ANALYTICAL	\$85.00
COLORADO ASSOCIATION OF CHIEFS OF POLICE	\$300.00
COLORADO DEPT OF PUBLIC HEALTH & ENVIRONMENT	\$4,538.00
CONCRETE CONSERVATION, LLC	\$22,920.00
COREN PRINTING INC.	\$156.00
DENVER INDUSTRIAL SALES & SERVICE CO.	\$1,272.32
DPC INDUSTRIES (CHEMICALS)	\$38,127.09
FACILITY MAINTENANCE BY DESIGN	\$360.00
FIRST CLASS SECURITY SYSTEMS	\$78.90
FIRST NATIONAL BANK	\$341.69
GALLS	\$163.50
GRAINGER	\$176.70
GREELEY ELECTRIC REPAIR SERVICE	\$2,247.13
GREYSTONE TECHNOLOGY	\$1,200.00
H & R REPAIR & TOWING INC.	\$15.90
HACH COMPANY	\$1,365.71
HAYS MARKET	\$420.21
HELTON & WILLIAMSEN, P.C.	\$2,182.10
H.E.S ELEVATOR SERVICE	\$725.00
HIGH PLAINS NEW HOLLAND	\$14,613.30
HILL & ROBBINS PC	\$598.00
HOME DEPOT	\$174.80
INTERSTATE BATTERY OF THE ROCKIES	\$860.75
J&S CONTRACTORS SUPPLY	\$987.60
JOHN DEERE FINANCIAL	\$118.72
LARIMER HUMANE SOCIETY	\$1,275.00
LAW OFFICE OF AVI S. ROCKLIN, LLC	\$1,945.30
LAZAR, MICHAEL A.	\$1,750.00
LEE'S TOWING	\$96.00
LEXIPOL LLC	\$3,047.00
LOVELAND READY MIX CONCRETE INC.	\$146.41
LOWE'S	\$109.24
MAC EQUIPMENT	\$558.60
MARES AUTO	\$1,699.78
MARIPOSA	\$85.00
MCDONALD FARMS	\$6,300.00
MILLIKEN JOHNSTOWN ELECTRIC	\$750.00
NALCO COMPANY INC.	\$3,394.48

NAPA AUTO PARTS	\$853.93
NAPA AUTO PARTS - BERTHOUD	\$290.69
NEWCO INC.	\$547.10
NOCO ENGINEERING COMPANY	\$3,872.30
NORTHERN COLORADO WATER CONSERVANCY DISTRICT	\$23,238.65
OFFICE DEPOT	\$202.56
POUDRE VALLEY REA	\$11,669.84
PURCHASE POWER	\$150.00
QUILL	\$367.75
RELENTLESS LLC DBA DESERT SNOW	\$599.00
RHINEHART OIL	\$4,456.05
ROADSAFE TRAFFIC SYSTEMS	\$484.95
ROYAL-T ROOTER SERVICE INC.	\$1,083.00
SOUTHWEST DIRECT	\$2,830.66
STEELock GENERAL FENCE CONTRACTOR	\$544.00
SUPPLY WORKS	\$267.31
TDS	\$699.93
TERRY'S TRACTOR SERVICE	\$400.00
THE TREE GUYS LLC	\$4,800.00
TRAFFIC SIGNAL CONTROLS, INC.	\$500.00
TRUGREEN CHEMLAWN	\$1,050.00
UNITED POWER	\$749.10
U.S. POSTAL SERVICE	\$92.00
UNIVERSITY OF COLORADO / MEDICAL CENTER OF THE ROCKIES	\$442.11
UTILITY NOTIFICATION CENTER OF COLORADO	\$880.15
VECTOR DISEASE CONTROL	\$3,069.00
VERIZON WIRELESS	\$1,540.66
WAGNER EQUIPMENT CO.	\$308.19
WASTE MANAGEMENT	\$54,843.96
WINDSTREAM	\$1,736.53
WINTERS, HELLERICH & HUGHES	\$3,830.00
WIRELESS ADVANCED COMMUNICATIONS	\$67,065.23
XCEL ENERGY	\$47,681.85
YOST CLEANING	\$1,972.00
	\$423,478.59

**AUGUST
FINANCIAL
STATEMENTS**

EXECUTIVE SUMMARY AUGUST 2018

67.00%

	Actual	Budget	Variance	%
GENERAL				
<u>Revenues</u>	11,785,957.00	10,203,800.00	(1,582,157.00)	116%
<u>Expenditures</u>				
Legislative	17,877.00	37,800.00	19,923.00	47%
Judicial	28,999.00	50,100.00	21,101.00	58%
Elections	18,861.00	18,600.00	(261.00)	101%
Administration	274,553.00	429,100.00	154,547.00	64%
Planning & Zoning	126,190.00	218,000.00	91,810.00	58%
Police	1,465,468.00	2,332,100.00	866,632.00	63%
Protective Inspections	108,148.00	205,800.00	97,652.00	53%
Streets	836,480.00	1,512,300.00	675,820.00	55%
Cemetery	26,831.00	41,000.00	14,169.00	65%
Animal Control	61,638.00	95,200.00	33,562.00	65%
Senior Coordinator	49,508.00	73,600.00	24,092.00	67%
Parks	38,626.00	67,000.00	28,374.00	58%
Community	126,493.00	879,300.00	752,807.00	14%
Transfers	574,204.00	2,223,700.00	1,649,496.00	26%
<u>Total Expenditures</u>	3,753,876.00	8,183,600.00	4,429,724.00	46%
Excess Revenues over Expenditures	8,032,081.00			
Community/YMCA Recreation Center	-	22,000,000.00	22,000,000.00	

EXECUTIVE SUMMARY AUGUST 2018

67%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WATER				
<u>Revenues</u>	3,454,236.00	2,908,700.00	(545,536.00)	119%
<u>Expenditures</u>				
Administration	134,334.00	259,800.00	125,466.00	52%
Operations	633,679.00	1,451,500.00	817,821.00	44%
	768,013.00	1,711,300.00	943,287.00	45%
Excess Revenues over Expenditures	2,686,223.00			

EXECUTIVE SUMMARY AUGUST 2018

67.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WASTEWATER				
<u>Revenues</u>	1,448,415.00	1,885,000.00	436,585.00	77%
<u>Expenditures</u>				
Administration	148,046.00	295,400.00	147,354.00	50%
Operation	581,473.00	1,727,800.00	1,146,327.00	34%
	729,519.00	2,023,200.00	1,293,681.00	36%
Excess Revenues over Expenditures	718,896.00			

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	55,625.54	6,078,965.16	4,250,000.00	(1,828,965.16)	143.0
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	42,643.75	282,143.89	280,000.00	(2,143.89)	100.8
01-01-4030-00 FRANCHISE TAXES	33,835.73	309,168.55	395,000.00	85,831.45	78.3
01-01-4040-00 PENALTIES & INTEREST	1,461.72	26.26	3,000.00	2,973.74	.9
01-01-4070-00 SALES TAX	395,624.27	2,872,730.27	3,200,000.00	327,269.73	89.8
01-01-4075-00 LODGING TAX	16,832.06	85,588.76	85,000.00	(588.76)	100.7
01-01-4080-00 SEVERANCE TAX	.00	.00	50,000.00	50,000.00	.0
TOTAL TAXES	546,023.07	9,628,622.89	8,263,000.00	(1,365,622.89)	116.5
<u>LICENSES & PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	3.75	2,569.50	1,800.00	(769.50)	142.8
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	1,122.50	19,470.43	14,000.00	(5,470.43)	139.1
01-02-4130-00 BUILDING PERMITS	25,486.23	556,576.79	475,000.00	(81,576.79)	117.2
01-02-4140-00 DOG LICENSE & PERMITS OTHE	200.00	2,583.00	2,300.00	(283.00)	112.3
01-02-4150-00 FINGERPRINTING	190.00	1,168.80	200.00	(968.80)	584.4
TOTAL LICENSES & PERMITS	27,002.48	582,368.52	493,300.00	(89,068.52)	118.1
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	1,647.06	11,225.84	14,000.00	2,774.16	80.2
01-03-4220-00 HIGHWAY USERS TAX	176,591.48	450,806.32	380,000.00	(70,806.32)	118.6
01-03-4230-00 ADD. VEH. REG. FEE	6,390.00	40,464.50	45,000.00	4,535.50	89.9
01-03-4240-00 COUNTY ROAD & BRIDGE	.00	165,442.55	90,000.00	(75,442.55)	183.8
TOTAL INTERGOVERNMENTAL	184,628.54	667,939.21	529,000.00	(138,939.21)	126.3
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOTS AND CARE	4,292.00	31,737.00	22,000.00	(9,737.00)	144.3
01-04-4320-00 TRASH CHARGES	53,904.48	427,749.80	640,000.00	212,250.20	66.8
01-04-4330-00 OTHER SERVICES	156.33	3,199.12	900.00	(2,299.12)	355.5
01-04-4340-00 FISHING PERMITS	90.00	925.00	600.00	(325.00)	154.2
TOTAL CHARGES FOR SERVICES	58,442.81	463,610.92	663,500.00	199,889.08	69.9
<u>FINES</u>					
01-05-4315-00 COURT FEES REFUND	.00	(565.00)	.00	565.00	.0
01-05-4410-00 MUNICIPAL COURT FINES & FE	18,344.45	103,394.24	120,000.00	16,605.76	86.2
01-05-4420-00 SURCHARGE	2,915.00	15,302.00	18,000.00	2,698.00	85.0
TOTAL FINES	21,259.45	118,131.24	138,000.00	19,868.76	85.6

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-06-4510-00	2,120.00	10,514.68	11,000.00	485.32	95.6
01-06-4530-00	1,713.50	24,044.47	5,000.00	(19,044.47)	480.9
01-06-4570-00	.00	.00	31,000.00	31,000.00	.0
TOTAL MISCELLANEOUS	3,833.50	34,559.15	47,000.00	12,440.85	73.5
<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00	45,323.39	209,025.45	65,000.00	(144,025.45)	321.6
TOTAL EARNINGS ON INVESTMENTS	45,323.39	209,025.45	65,000.00	(144,025.45)	321.6
<u>SOURCE 08</u>					
01-08-4530-00	39,182.60	81,699.14	5,000.00	(76,699.14)	1634.0
TOTAL SOURCE 08	39,182.60	81,699.14	5,000.00	(76,699.14)	1634.0
TOTAL FUND REVENUE	925,695.84	11,785,956.52	10,203,800.00	(1,582,156.52)	115.5

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00 BOARD MEMBERS COMPENSATION	700.00	12,175.00	22,800.00	10,625.00	53.4
01-10-5050-00 PAYROLL TAXES	53.54	931.50	1,800.00	868.50	51.8
01-10-5070-00 WORKMEN'S COMPENSATION	69.62	571.60	1,200.00	628.40	47.6
01-10-6511-00 TRAINING	.00	1,066.00	3,000.00	1,934.00	35.5
01-10-6522-00 INSURANCE	.00	750.00	1,000.00	250.00	75.0
01-10-6544-03 EQUIPMENT/SOFTWARE - IPADS	89.71	1,326.17	2,500.00	1,173.83	53.1
01-10-8016-00 PROFESSIONAL SERVICES	200.00	752.23	4,000.00	3,247.77	18.8
01-10-9028-00 COUNCIL OUTREACH	54.51	304.51	1,500.00	1,195.49	20.3
TOTAL LEGISLATIVE	1,167.38	17,877.01	37,800.00	19,922.99	47.3
<u>JUDICIAL</u>					
01-15-5011-00 SAL-JUDGE	2,250.00	10,700.00	17,000.00	6,300.00	62.9
01-15-5012-00 SAL-PROS. ATT.	2,990.00	17,617.33	32,000.00	14,382.67	55.1
01-15-6505-00 OFFICE EXPENSES	74.99	681.62	1,000.00	318.38	68.2
01-15-8016-00 PROFESSIONAL SERVICES	.00	.00	100.00	100.00	.0
TOTAL JUDICIAL	5,314.99	28,998.95	50,100.00	21,101.05	57.9
<u>ELECTIONS</u>					
01-20-6413-00 PUBLISHING	.00	118.04	700.00	581.96	16.9
01-20-6526-00 SUPPLIES	.00	17,694.32	17,000.00	(694.32)	104.1
01-20-8017-00 ELECTION JUDGES	.00	1,048.52	900.00	(148.52)	116.5
TOTAL ELECTIONS	.00	18,860.88	18,600.00	(260.88)	101.4

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	8,739.30	51,909.63	97,000.00	45,090.37	53.5
01-25-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
01-25-5011-00 PART TIME OFFICE	509.80	3,022.21	7,500.00	4,477.79	40.3
01-25-5012-00 HOURLY COMMUNICATIONS STAFF	1,512.63	8,823.70	18,000.00	9,176.30	49.0
01-25-5015-00 CLEANING SALARIES	200.00	1,716.69	3,500.00	1,783.31	49.1
01-25-5025-00 MANAGER	6,606.03	39,551.49	57,100.00	17,548.51	69.3
01-25-5050-00 PAYROLL TAXES	1,310.84	7,761.18	14,300.00	6,538.82	54.3
01-25-5060-00 RETIREMENT FUND	1,206.93	7,206.09	12,800.00	5,593.91	56.3
01-25-5065-00 HEALTH INSURANCE	1,829.78	14,518.94	33,000.00	18,481.06	44.0
01-25-5070-00 WORKMAN'S COMPENSATION	69.62	571.60	1,000.00	428.40	57.2
01-25-6010-00 UTILITIES	485.90	2,398.11	6,000.00	3,601.89	40.0
01-25-6505-00 OFFICE EXPENSE	965.72	3,996.43	6,700.00	2,703.57	59.7
01-25-6506-00 UTILITY BILL MAILING	709.25	4,896.49	8,300.00	3,403.51	59.0
01-25-6510-00 TELEPHONE	133.83	978.14	2,000.00	1,021.86	48.9
01-25-6511-00 TRAINING	.00	20.00	1,000.00	980.00	2.0
01-25-6513-00 PUBLISHING	146.88	765.78	5,000.00	4,234.22	15.3
01-25-6515-00 DUES AND SUBSCRIPTIONS	.00	2,427.62	2,900.00	472.38	83.7
01-25-6518-00 CLEANING SUPPLIES	90.51	637.98	1,700.00	1,062.02	37.5
01-25-6520-00 MILEAGE & EXPENSES	.00	13.22	2,000.00	1,986.78	.7
01-25-6522-00 INSURANCE & BONDS	.00	9,500.00	15,700.00	6,200.00	60.5
01-25-6544-05 SOFTWARE	.00	.00	3,000.00	3,000.00	.0
01-25-6544-07 MISC. OFFICE EQPT.	.00	.00	500.00	500.00	.0
01-25-7020-00 MAINTENANCE & REPAIRS	13.66	423.15	3,800.00	3,376.85	11.1
01-25-8010-00 AUDIT	.00	2,000.00	3,000.00	1,000.00	66.7
01-25-8012-00 COMPUTER PROFESSIONAL SERV	534.05	3,954.16	10,500.00	6,545.84	37.7
01-25-8014-00 LEGAL	2,653.00	18,132.50	42,000.00	23,867.50	43.2
01-25-8015-00 TAPING MEETINGS	267.84	3,525.92	7,000.00	3,474.08	50.4
01-25-8016-00 SALARY STUDY FEES	.00	.00	1,500.00	1,500.00	.0
01-25-8017-00 PROFESSIONAL SERVICES	.00	.00	2,000.00	2,000.00	.0
01-25-8019-00 TREASURER'S FEES	724.04	85,801.48	59,000.00	(26,801.48)	145.4
01-25-9028-00 COMMUNICATIONS	.00	.00	700.00	700.00	.0
TOTAL ADMINISTRATION	28,709.61	274,552.51	429,100.00	154,547.49	64.0

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & ZONING</u>					
01-30-5010-00 SALARIES	14,073.00	84,257.58	132,000.00	47,742.42	63.8
01-30-5050-00 PAYROLL TAXES	1,062.84	6,336.22	10,000.00	3,663.78	63.4
01-30-5060-00 RETIREMENT FUND	1,299.72	7,781.65	12,100.00	4,318.35	64.3
01-30-5065-00 HEALTH INSURANCE	1,419.38	11,276.77	26,000.00	14,723.23	43.4
01-30-5070-00 WORKMENS COMPENSATION	69.62	571.60	1,700.00	1,128.40	33.6
01-30-6010-00 UTILITIES	233.96	1,154.67	3,000.00	1,845.33	38.5
01-30-6505-00 OFFICE SUPPLIES	161.83	698.55	2,500.00	1,801.45	27.9
01-30-6510-00 TELEPHONE	133.83	936.65	1,400.00	463.35	66.9
01-30-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-30-6513-00 PUBLISH/RECORD	.00	48.60	200.00	151.40	24.3
01-30-6515-00 DUES/SUBSCRIPTIONS	.00	.00	800.00	800.00	.0
01-30-6520-00 MILEAGE & EXPENSES	.00	102.95	100.00	(2.95)	103.0
01-30-6522-00 INSURANCE AND BONDS	.00	2,100.00	3,000.00	900.00	70.0
01-30-6544-04 MACHINERY AND EQPT.	.00	.00	300.00	300.00	.0
01-30-8012-00 COMPUTER PROFESSIONAL SERVICES	156.80	1,254.40	2,000.00	745.60	62.7
01-30-8016-00 PROFESSIONAL SERVICES	.00	688.85	15,500.00	14,811.15	4.4
01-30-8017-00 NORTH FRONT RANGE MPO	.00	8,982.00	6,900.00	(2,082.00)	130.2
TOTAL PLANNING & ZONING	18,610.98	126,190.49	218,000.00	91,809.51	57.9

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	158,792.46	898,623.15	1,375,000.00	476,376.85	65.4
01-35-5010-03 OVERTIME PAY	1,552.61	4,927.27	13,500.00	8,572.73	36.5
01-35-5013-00 CLERICAL SALARIES	4,333.74	25,933.85	37,700.00	11,766.15	68.8
01-35-5015-00 PART-TIME SALARIES	6,899.30	36,366.51	59,000.00	22,633.49	61.6
01-35-5050-00 PAYROLL TAXES	12,894.22	71,813.72	114,000.00	42,186.28	63.0
01-35-5060-00 RETIREMENT	8,997.69	52,327.99	80,000.00	27,672.01	65.4
01-35-5065-00 HEALTH INSURANCE	22,714.00	172,432.35	341,000.00	168,567.65	50.6
01-35-5070-00 WORKMEN'S COMPENSATION	2,784.80	22,864.00	40,000.00	17,136.00	57.2
01-35-6010-00 UTILITIES	1,251.50	8,939.09	14,000.00	5,060.91	63.9
01-35-6505-00 OFFICE EXPENSE	652.25	5,562.09	6,800.00	1,237.91	81.8
01-35-6510-00 TELEPHONE	1,145.90	4,585.99	10,500.00	5,914.01	43.7
01-35-6511-00 TRAINING	39.20	6,480.04	11,000.00	4,519.96	58.9
01-35-6513-00 PUBLISHING	.00	364.79	1,500.00	1,135.21	24.3
01-35-6515-00 DUES AND SUBSCRIPTIONS	.00	35.00	1,200.00	1,165.00	2.9
01-35-6518-00 CLEANING SERVICES	689.96	5,264.56	8,500.00	3,235.44	61.9
01-35-6522-00 INSURANCE AND BONDS	.00	36,000.00	50,500.00	14,500.00	71.3
01-35-6524-00 GAS AND OIL	3,677.36	23,635.56	26,400.00	2,764.44	89.5
01-35-6526-00 OPERATING SUPPLIES	780.14	3,908.78	6,500.00	2,591.22	60.1
01-35-6527-00 UNIFORMS AND CLEANING	450.00	4,612.89	9,000.00	4,387.11	51.3
01-35-6528-00 WELD COUNTY MAINT. AGREEME	.00	26,391.99	26,500.00	108.01	99.6
01-35-6544-02 COMPUTER SYSTEMS	.00	.00	2,500.00	2,500.00	.0
01-35-6544-04 RADAR GUNS	.00	600.00	2,500.00	1,900.00	24.0
01-35-6544-06 VESTS	.00	1,558.00	5,000.00	3,442.00	31.2
01-35-6544-07 CAMERA & INVESTIGATION EQPT.	156.02	282.90	3,500.00	3,217.10	8.1
01-35-6544-09 SHOOTING RANGE SUPPLIES	.00	2,108.29	3,600.00	1,491.71	58.6
01-35-6544-10 OFFICE IMPROVEMENTS	.00	.00	3,000.00	3,000.00	.0
01-35-6544-11 POLICE EQUIPMENT	1,080.27	4,431.60	10,000.00	5,568.40	44.3
01-35-7010-00 BLDG. REPAIR & MAINT.	244.64	2,643.61	8,000.00	5,356.39	33.1
01-35-7020-00 REPAIRS AND MAINTENANCE	1,974.93	10,502.81	13,500.00	2,997.19	77.8
01-35-8012-00 COMP. PROFESSIONAL SERVICE	1,771.23	5,209.50	10,000.00	4,790.50	52.1
01-35-8014-00 LEGAL	.00	170.50	2,500.00	2,329.50	6.8
01-35-8016-00 PROFESSIONAL SERVICES	453.70	4,697.42	5,000.00	302.58	94.0
01-35-8017-00 JUVENILE ASSESSMENT CENTER	.00	5,340.00	5,400.00	60.00	98.9
01-35-8021-00 COMP. LINK TO RECORDS	894.43	7,756.01	10,500.00	2,743.99	73.9
01-35-9022-00 JAIL FEES	53.64	295.02	1,500.00	1,204.98	19.7
01-35-9028-00 COMMUNITY SERVICES	1,079.52	1,975.99	2,000.00	24.01	98.8
01-35-9028-01 TASK FORCE	2,000.00	2,000.00	2,000.00	.00	100.0
01-35-9028-03 RECORDS CONTRACT	.00	4,826.63	9,000.00	4,173.37	53.6
TOTAL POLICE	237,363.51	1,465,467.90	2,332,100.00	866,632.10	62.8

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	3,844.00	23,014.83	37,600.00	14,585.17	61.2
01-40-5050-00 PAYROLL TAXES	289.08	1,720.92	2,900.00	1,179.08	59.3
01-40-5060-00 RETIREMENT	182.81	974.77	1,600.00	625.23	60.9
01-40-5065-00 HEALTH INSURANCE	506.79	4,020.66	7,000.00	2,979.34	57.4
01-40-5070-00 WORKMEN'S COMPENSATION	69.62	571.60	1,400.00	828.40	40.8
01-40-6010-00 UTILITIES	305.92	1,509.76	3,900.00	2,390.24	38.7
01-40-6505-00 OFFICE EXPENSE	34.50	611.47	3,800.00	3,188.53	16.1
01-40-6510-00 TELEPHONE	133.83	936.63	1,600.00	663.37	58.5
01-40-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-40-6513-00 PUBLISHING	.00	.00	500.00	500.00	.0
01-40-6515-00 DUES & SUBSCRIPTIONS	.00	25.00	200.00	175.00	12.5
01-40-6518-00 CLEANING & SUPPLIES	67.37	570.95	1,000.00	429.05	57.1
01-40-6522-00 INSURANCE AND BONDS	.00	5,400.00	8,700.00	3,300.00	62.1
01-40-6526-00 OPERATING SUPPLIES	.00	.00	2,000.00	2,000.00	.0
01-40-7020-00 REPAIR & MAINTENANCE	161.83	550.75	2,000.00	1,449.25	27.5
01-40-8012-00 COMP. PROF. SERVICES	216.80	2,440.97	3,600.00	1,159.03	67.8
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	9,400.00	65,800.00	127,000.00	61,200.00	51.8
TOTAL PROTECTIVE INSPECTIONS	15,192.55	108,148.31	205,800.00	97,651.69	52.6

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-5010-00 SALARIES	30,657.47	175,596.00	303,000.00	127,404.00	58.0
01-45-5010-03 OVERTIME	.00	655.81	7,000.00	6,344.19	9.4
01-45-5015-00 PART-TIME SALARIES	.00	13,170.15	15,000.00	1,829.85	87.8
01-45-5050-00 PAYROLL TAXES	2,428.53	14,147.53	26,000.00	11,852.47	54.4
01-45-5060-00 RETIREMENT FUND	1,814.41	10,671.74	19,000.00	8,328.26	56.2
01-45-5065-00 HEALTH INSURANCE	5,723.38	46,109.42	82,000.00	35,890.58	56.2
01-45-5070-00 WORKMEN'S COMPENSATION	1,670.88	13,718.40	19,100.00	5,381.60	71.8
01-45-6010-00 UTILITIES	463.09	4,738.04	10,000.00	5,261.96	47.4
01-45-6015-00 UTILITIES - STREET LIGHTIN	14,994.18	109,483.28	243,000.00	133,516.72	45.1
01-45-6505-00 OFFICE EXPENSE	.00	.00	600.00	600.00	.0
01-45-6510-00 TELEPHONE	(6.33)	2,459.37	3,600.00	1,140.63	68.3
01-45-6511-00 TRAINING	.00	370.00	1,500.00	1,130.00	24.7
01-45-6515-00 DUES & SUBSCRIPTIONS	.00	.00	1,500.00	1,500.00	.0
01-45-6518-00 CLEANING SUPPLIES	201.18	838.06	1,600.00	761.94	52.4
01-45-6522-00 INSURANCE AND BONDS	.00	21,000.00	29,700.00	8,700.00	70.7
01-45-6524-00 GAS & OIL	920.73	10,349.31	14,000.00	3,650.69	73.9
01-45-6526-00 OPERATING SUPPLIES	155.16	3,253.39	4,500.00	1,246.61	72.3
01-45-6530-00 SNOW AND ICE REMOVAL	.00	8,864.14	35,000.00	26,135.86	25.3
01-45-6532-00 TRASH SERVICE	53,750.12	382,070.80	640,000.00	257,929.20	59.7
01-45-6534-00 WEED CONTROL	230.03	732.16	2,500.00	1,767.84	29.3
01-45-6536-00 STREET SIGNS	165.02	1,476.60	3,500.00	2,023.40	42.2
01-45-6544-03 EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-45-6544-06 HOLIDAY DECORATIONS	.00	1,406.86	7,500.00	6,093.14	18.8
01-45-6544-07 TOOLS	.00	301.29	2,500.00	2,198.71	12.1
01-45-6544-09 SAFETY EQUIPMENT	.00	595.21	4,000.00	3,404.79	14.9
01-45-7020-00 REP & MAINT - EQUIP & BLDG	1,954.35	9,840.24	25,000.00	15,159.76	39.4
01-45-7030-00 REPAIR & MAINT. BLDGS.	.00	821.09	3,000.00	2,178.91	27.4
01-45-8012-00 COMPUTER PROFESSIONAL SERVICES	120.00	1,469.70	1,200.00	(269.70)	122.5
01-45-8016-00 PROFESSIONAL SERVICES	279.85	2,341.41	3,000.00	658.59	78.1
TOTAL STREETS	115,522.05	836,480.00	1,512,300.00	675,820.00	55.3

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
01-50-5015-00 SALARIES	2,962.08	7,615.83	12,000.00	4,384.17	63.5
01-50-5050-00 PAYROLL TAXES	226.61	582.67	1,000.00	417.33	58.3
01-50-5070-00 WORKMEN'S COMPENSATION	.00	2,161.80	1,500.00	(661.80)	144.1
01-50-6513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-6522-00 INSURANCE	.00	1,600.00	2,200.00	600.00	72.7
01-50-6524-00 GAS & OIL	.00	.00	1,900.00	1,900.00	.0
01-50-6526-00 SUPPLIES	173.57	787.49	2,200.00	1,412.51	35.8
01-50-6533-00 TREE TRIMMING	.00	4,000.00	4,000.00	.00	100.0
01-50-6534-00 FERTILIZER & WEED CONTROL	1,050.00	3,652.25	5,000.00	1,347.75	73.1
01-50-6544-03 SPINTRIMMER	.00	71.58	800.00	728.42	9.0
01-50-6544-05 TOOLS	.00	22.49	400.00	377.51	5.6
01-50-6544-06 TREES	.00	1,230.00	2,000.00	770.00	61.5
01-50-7020-00 REPAIRS AND MAINTENANCE	302.68	2,989.37	3,500.00	510.63	85.4
01-50-7025-00 SPRINKLER REPAIR	.00	2,117.18	3,700.00	1,582.82	57.2
01-50-8016-00 PROFESSIONAL SERVICES	.00	.00	500.00	500.00	.0
TOTAL CEMETERY	4,714.94	26,830.66	41,000.00	14,169.34	65.4
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	5,727.00	34,293.01	50,000.00	15,706.99	68.6
01-55-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
01-55-5050-00 PAYROLL TAXES	430.64	2,563.85	3,900.00	1,336.15	65.7
01-55-5060-00 RET BEN	242.58	1,452.55	2,200.00	747.45	66.0
01-55-5065-00 HEALTH BEN	759.97	6,028.72	12,000.00	5,971.28	50.2
01-55-5070-00 WORKMENS COMPENSATION	69.62	571.60	1,800.00	1,228.40	31.8
01-55-6522-00 INSURANCE	.00	2,800.00	4,100.00	1,300.00	68.3
01-55-6524-00 GAS AND OIL	255.24	1,649.36	2,000.00	350.64	82.5
01-55-6526-00 SUPPLIES	.00	224.76	1,200.00	975.24	18.7
01-55-7020-00 REPAIR & MAINTENANCE	607.99	1,266.84	1,500.00	233.16	84.5
01-55-7030-00 WEED/NUISANCE CONTROL	8.85	6,712.32	9,000.00	2,287.68	74.6
01-55-8016-00 PROFESSIONAL SERVICES	.00	4,075.00	7,000.00	2,925.00	58.2
TOTAL ANIMAL CONTROL	8,101.89	61,638.01	95,200.00	33,561.99	64.8
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	4,776.24	28,603.59	41,800.00	13,196.41	68.4
01-60-5050-00 PAYROLL TAXES	357.92	2,128.68	3,200.00	1,071.32	66.5
01-60-5065-00 HEALTH INSURANCE	695.71	5,519.30	8,500.00	2,980.70	64.9
01-60-5070-00 WORKMEN'S COMPENSATION	69.62	571.60	1,200.00	628.40	47.6
01-60-6010-00 UTILITIES	438.31	2,740.32	4,500.00	1,759.68	60.9
01-60-6510-00 TELEPHONE	117.79	829.81	1,500.00	670.19	55.3
01-60-6520-00 MILEAGE	299.56	1,731.72	3,200.00	1,468.28	54.1
01-60-6522-00 INSURANCE	.00	4,304.75	4,000.00	(304.75)	107.6
01-60-7020-00 REPAIR & MAINTENANCE	387.88	3,078.51	5,700.00	2,621.49	54.0
TOTAL SENIOR COORDINATOR PROGRAM	7,143.03	49,508.28	73,600.00	24,091.72	67.3

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-65-5015-00	6,686.10	15,192.90	22,000.00	6,807.10	69.1
01-65-5050-00	368.07	1,018.70	1,800.00	781.30	56.6
01-65-5070-00	139.24	1,143.20	2,000.00	856.80	57.2
01-65-6010-00	245.70	1,714.94	7,000.00	5,285.06	24.5
01-65-6511-00	.00	.00	500.00	500.00	.0
01-65-6522-00	.00	1,800.00	2,400.00	600.00	75.0
01-65-6524-00	821.73	1,475.05	1,800.00	324.95	82.0
01-65-6526-00	444.58	1,143.34	2,500.00	1,356.66	45.7
01-65-6534-00	575.00	6,838.02	13,000.00	6,161.98	52.6
01-65-6542-00	197.82	791.28	2,200.00	1,408.72	36.0
01-65-6544-01	.00	.00	1,000.00	1,000.00	.0
01-65-6544-02	767.91	767.91	800.00	32.09	96.0
01-65-7020-00	184.00	5,504.28	5,000.00	(504.28)	110.1
01-65-7025-00	.00	1,236.26	5,000.00	3,763.74	24.7
TOTAL PARKS	10,430.15	38,625.88	67,000.00	28,374.12	57.7
<u>LIBRARY</u>					
01-70-7000-00	37,500.00	300,000.00	450,000.00	150,000.00	66.7
TOTAL LIBRARY	37,500.00	300,000.00	450,000.00	150,000.00	66.7
<u>DEPARTMENT 75</u>					
01-75-6526-00	170.05	1,126.90	6,000.00	4,873.10	18.8
01-75-7020-00	324.59	3,376.75	9,000.00	5,623.25	37.5
01-75-7025-00	438.31	2,740.31	6,500.00	3,759.69	42.2
01-75-7031-00	763.55	11,177.12	27,000.00	15,822.88	41.4
01-75-7040-00	11,088.00	34,310.75	250,000.00	215,689.25	13.7
01-75-7041-00	.00	.00	5,000.00	5,000.00	.0
01-75-7051-00	.00	.00	25,000.00	25,000.00	.0
01-75-7054-00	1,611.61	1,874.43	8,000.00	6,125.57	23.4
01-75-7055-00	.00	7,000.00	7,000.00	.00	100.0
01-75-7056-00	.00	.00	12,000.00	12,000.00	.0
01-75-7066-00	3,946.99	4,046.99	8,900.00	4,853.01	45.5
01-75-7070-00	.00	30,000.00	30,000.00	.00	100.0
01-75-7080-00	3,069.00	15,345.00	19,000.00	3,655.00	80.8
01-75-7090-00	.00	1,907.16	17,000.00	15,092.84	11.2
01-75-7100-00	.00	.00	365,400.00	365,400.00	.0
01-75-7125-00	736.00	2,333.97	16,000.00	13,666.03	14.6
01-75-7129-00	.00	1,526.26	10,000.00	8,473.74	15.3
01-75-7130-00	174.43	2,241.87	5,000.00	2,758.13	44.8
01-75-7131-00	.00	.00	2,500.00	2,500.00	.0
01-75-7133-00	.00	7,485.37	5,000.00	(2,485.37)	149.7
01-75-7137-00	.00	.00	45,000.00	45,000.00	.0
TOTAL DEPARTMENT 75	22,322.53	126,492.88	879,300.00	752,807.12	14.4

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS OUT</u>					
01-80-7040-00	28,269.28	57,354.48	187,700.00	130,345.52	30.6
01-80-7050-00	.00	.00	225,000.00	225,000.00	.0
01-80-7056-00	.00	.00	22,000,000.00	22,000,000.00	.0
01-80-7080-00	.00	.00	25,000.00	25,000.00	.0
01-80-7081-00	.00	13,676.73	16,000.00	2,323.27	85.5
01-80-7110-00	80,500.28	203,173.15	320,000.00	116,826.85	63.5
01-80-7115-00	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL TRANSFERS OUT	108,769.56	274,204.36	23,773,700.00	23,499,495.64	1.2
TOTAL FUND EXPENDITURES	620,863.17	3,753,876.12	30,183,600.00	26,429,723.88	12.4
NET REVENUE OVER EXPENDITURES	304,832.67	8,032,080.40	(19,979,800.00)	(28,011,880.40)	40.2

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
02-00-4310-00 WATER CHARGES	412,291.62	1,956,243.36	2,500,000.00	543,756.64	78.3
02-00-4320-00 WATER TAP FEES	11,364.36	408,454.96	.00	(408,454.96)	.0
02-00-4322-00 RAW WATER DEV. FEE	15,116.55	677,904.47	.00	(677,904.47)	.0
02-00-4325-00 WATER REFUNDS	(1,853.02)	(9,999.30)	.00	9,999.30	.0
02-00-4330-00 MISCELLANEOUS	12,289.26	240,042.28	150,000.00	(90,042.28)	160.0
02-00-4610-00 EARNINGS ON INVESTMENTS	25,653.52	124,236.32	71,000.00	(53,236.32)	175.0
02-00-4830-00 TRANSFER FROM GENERAL FUND	28,269.28	57,354.48	187,700.00	130,345.52	30.6
TOTAL SOURCE 00	503,131.57	3,454,236.57	2,908,700.00	(545,536.57)	118.8
TOTAL FUND REVENUE	503,131.57	3,454,236.57	2,908,700.00	(545,536.57)	118.8

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	4,629.33	29,593.95	65,000.00	35,406.05	45.5
02-25-5010-03 OVERTIME	.00	.00	300.00	300.00	.0
02-25-5015-00 PART-TIME SALARIES	509.80	3,022.21	7,500.00	4,477.79	40.3
02-25-5020-00 JANITORIAL SALARIES	200.00	1,716.69	2,700.00	983.31	63.6
02-25-5025-00 MANAGER	3,403.11	20,375.03	29,700.00	9,324.97	68.6
02-25-5050-00 PAYROLL TAXES	643.18	3,966.91	8,000.00	4,033.09	49.6
02-25-5060-00 RETIREMENT FUND	652.02	3,981.80	8,100.00	4,118.20	49.2
02-25-5065-00 HEALTH INSURANCE	1,056.51	8,906.45	16,000.00	7,093.55	55.7
02-25-5070-00 WORKMEN'S COMPENSATION	69.62	571.60	1,000.00	428.40	57.2
02-25-6010-00 UTILITIES	287.94	1,421.10	3,500.00	2,078.90	40.6
02-25-6505-00 OFFICE EXPENSE	64.04	893.60	3,600.00	2,706.40	24.8
02-25-6506-00 UTILITY BILL MAILING	709.25	4,896.46	8,300.00	3,403.54	59.0
02-25-6507-00 BILL PRESENTMENT	.00	.00	10,000.00	10,000.00	.0
02-25-6510-00 TELEPHONE	133.83	936.63	1,700.00	763.37	55.1
02-25-6511-00 TRAINING & MEETINGS	.00	.00	500.00	500.00	.0
02-25-6513-00 PUBLISHING	27.00	27.00	1,000.00	973.00	2.7
02-25-6515-00 DUES AND SUBSCRIPTIONS	.00	2,229.00	2,700.00	471.00	82.6
02-25-6518-00 CLEANING SUPPLIES	67.37	608.80	1,000.00	391.20	60.9
02-25-6520-00 MILEAGE & EXPENSES	175.89	175.89	500.00	324.11	35.2
02-25-6522-00 INSURANCE & BONDS	.00	4,700.00	7,000.00	2,300.00	67.1
02-25-6544-02 CAPITAL OUTLAY - COMP. SOFT	.00	2,700.00	3,200.00	500.00	84.4
02-25-6544-04 COMPUTER	.00	.00	1,200.00	1,200.00	.0
02-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	300.00	300.00	.0
02-25-7020-00 REPAIR & MAINT.	.00	486.08	1,000.00	513.92	48.6
02-25-8010-00 AUDIT	.00	1,500.00	3,000.00	1,500.00	50.0
02-25-8011-00 PROF. SERV.-WATER ADJUDICATION	727.00	5,353.26	30,000.00	24,646.74	17.8
02-25-8012-00 COMP. PROFESSIONAL SERVICES	444.05	6,439.56	8,300.00	1,860.44	77.6
02-25-8014-00 LEGAL	.00	10,531.25	6,000.00	(4,531.25)	175.5
02-25-8016-00 SALARY STUDY FEES	.00	.00	700.00	700.00	.0
02-25-8017-00 PROFESSIONAL SERVICES	1,092.00	19,287.38	25,000.00	5,712.62	77.2
02-25-9028-00 COMMUNICATIONS	.00	13.50	3,000.00	2,986.50	.5
TOTAL ADMINISTRATION	14,891.94	134,334.15	259,800.00	125,465.85	51.7

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-5010-00 SALARIES	21,547.81	128,188.01	235,000.00	106,811.99	54.6
02-70-5010-03 OVERTIME	368.37	2,501.67	10,000.00	7,498.33	25.0
02-70-5015-00 PART TIME SALARIES	612.00	2,177.70	2,600.00	422.30	83.8
02-70-5050-00 PAYROLL TAXES	1,681.81	9,781.75	18,900.00	9,118.25	51.8
02-70-5060-00 RETIREMENT FUND	1,020.82	5,938.00	13,500.00	7,562.00	44.0
02-70-5065-00 HEALTH INSURANCE	4,192.21	32,831.60	65,000.00	32,168.40	50.5
02-70-5070-00 WORKMEN'S COMPENSATION	870.25	6,064.10	8,000.00	1,935.90	75.8
02-70-6010-00 UTILITIES	24,868.06	119,277.64	205,000.00	85,722.36	58.2
02-70-6510-00 TELEPHONE	613.06	4,188.68	8,300.00	4,111.32	50.5
02-70-6511-00 TRAINING	.00	1,846.48	4,000.00	2,153.52	46.2
02-70-6518-00 CLEANING SUPPLIES	95.11	731.96	1,600.00	868.04	45.8
02-70-6522-00 INSURANCE	.00	21,255.00	27,400.00	6,145.00	77.6
02-70-6524-00 GAS AND OIL	1,242.58	7,515.43	8,800.00	1,284.57	85.4
02-70-6526-00 CHEMICALS	24,969.61	92,998.60	160,000.00	67,001.40	58.1
02-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	540.27	2,500.00	1,959.73	21.6
02-70-6528-00 OPERATING SUPPLIES	247.88	3,150.36	10,400.00	7,249.64	30.3
02-70-6544-01 METER UPGRADE	.00	40,042.74	75,000.00	34,957.26	53.4
02-70-6544-02 TOOLS	230.92	412.62	6,500.00	6,087.38	6.4
02-70-6544-07 TESTING EQUIPMENT	.00	.00	4,200.00	4,200.00	.0
02-70-6544-08 VEHICLE-PURCHASE	.00	.00	18,500.00	18,500.00	.0
02-70-6544-13 WATER PLANT IMPROVEMENTS	.00	23,012.61	65,000.00	41,987.39	35.4
02-70-6544-19 DAF SATURATOR SYSTEM	.00	.00	65,000.00	65,000.00	.0
02-70-6544-22 WATERLINE REPLACEMENT	.00	.00	33,000.00	33,000.00	.0
02-70-6544-29 INSTRUMENTATION UPGRADES	.00	2,601.22	50,000.00	47,398.78	5.2
02-70-6544-36 FIRE HYDRANT REPAIRS	392.70	392.70	42,000.00	41,607.30	.9
02-70-7015-00 R&M WATERLINES	.00	4,433.52	30,000.00	25,566.48	14.8
02-70-7020-00 REPAIRS & MAINTENANCE	1,302.59	14,868.51	80,000.00	65,131.49	18.6
02-70-7022-00 VEHICLE REPAIRS	35.00	2,285.54	3,500.00	1,214.46	65.3
02-70-7030-00 PURCHASED WATER	.00	29.00	12,700.00	12,671.00	.2
02-70-7031-00 CWCWD EMERGENCY CONNECTION	586.00	4,144.90	7,100.00	2,955.10	58.4
02-70-7035-00 WATER ASSESSMENT	.00	88,369.60	118,000.00	29,630.40	74.9
02-70-7090-00 INSURANCE DEDUCTIBLES	.00	1,246.66	10,000.00	8,753.34	12.5
02-70-8012-00 PROFESSIONAL SERVICES	4,038.10	12,852.57	50,000.00	37,147.43	25.7
TOTAL OPERATIONS - WATER FUND	88,914.88	633,679.44	1,451,500.00	817,820.56	43.7
TOTAL FUND EXPENDITURES	103,808.82	768,013.59	1,711,300.00	943,286.41	44.9
NET REVENUE OVER EXPENDITURES	399,324.75	2,686,222.98	1,197,400.00	(1,488,822.98)	224.3

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
03-00-4310-00 SEWER CHARGES	160,360.88	1,267,856.97	1,825,000.00	557,143.03	69.5
03-00-4320-00 SEWER TAP FEES	8,600.00	124,200.00	.00	(124,200.00)	.0
03-00-4330-00 MISCELLANEOUS	1,379.66	15,773.35	10,000.00	(5,773.35)	157.7
03-00-4610-00 EARNINGS ON INVESTMENTS	9,344.85	40,584.18	50,000.00	9,415.82	81.2
TOTAL SOURCE 00	179,685.39	1,448,414.50	1,885,000.00	436,585.50	76.8
TOTAL FUND REVENUE	179,685.39	1,448,414.50	1,885,000.00	436,585.50	76.8

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	6,739.35	37,668.81	80,000.00	42,331.19	47.1
03-25-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
03-25-5015-00 PART-TIME SALARIES	509.80	3,022.21	7,500.00	4,477.79	40.3
03-25-5020-00 JANITORIAL SALARIES	200.00	1,716.62	2,600.00	883.38	66.0
03-25-5025-00 MANAGER SALARIES	6,606.06	39,551.66	57,100.00	17,548.34	69.3
03-25-5050-00 PAYROLL TAXES	1,044.54	6,020.83	11,200.00	5,179.17	53.8
03-25-5060-00 RETIREMENT FUND	1,093.86	6,433.50	11,600.00	5,166.50	55.5
03-25-5065-00 HEALTH INSURANCE	1,580.61	12,019.07	24,200.00	12,180.93	49.7
03-25-5070-00 WORKMEN'S COMPENSATION	69.62	571.60	800.00	228.40	71.5
03-25-6010-00 UTILITIES - TOWN HALL	359.93	1,776.38	4,400.00	2,623.62	40.4
03-25-6505-00 OFFICE EXPENSES	.00	284.55	3,200.00	2,915.45	8.9
03-25-6506-00 UTILITY BILL MAILING	709.25	4,896.43	7,800.00	2,903.57	62.8
03-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	8,000.00	8,000.00	.0
03-25-6510-00 TELEPHONE	133.83	936.63	1,800.00	863.37	52.0
03-25-6511-00 TRAINING & MEETINGS	.00	.00	700.00	700.00	.0
03-25-6515-00 DUES & SUBSCRIPTIONS	.00	.00	500.00	500.00	.0
03-25-6518-00 CLEANING SUPPLIES	67.37	865.33	1,100.00	234.67	78.7
03-25-6520-00 MILEAGE & EXPENSES	141.97	141.97	500.00	358.03	28.4
03-25-6522-00 INSURANCE & BONDS	.00	4,900.00	7,200.00	2,300.00	68.1
03-25-6544-02 COMPUTER SOFTWARE	.00	.00	3,200.00	3,200.00	.0
03-25-6544-04 CAPITAL OUTLAY - COMPUTER	.00	.00	1,500.00	1,500.00	.0
03-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	400.00	400.00	.0
03-25-7020-00 REPAIR & MAINTENANCE	.00	388.91	800.00	411.09	48.6
03-25-8010-00 AUDIT	.00	1,500.00	5,000.00	3,500.00	30.0
03-25-8012-00 PROFESSIONAL SERVICES	444.05	6,193.90	7,000.00	806.10	88.5
03-25-8014-00 LEGAL	1,007.50	1,007.50	16,000.00	14,992.50	6.3
03-25-8016-00 SALARY STUDY	.00	.00	800.00	800.00	.0
03-25-8017-00 PROFESSIONAL SERVICES - ENG.	.00	18,150.00	30,000.00	11,850.00	60.5
TOTAL PERSONNEL	20,707.74	148,045.90	295,400.00	147,354.10	50.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	25,394.88	149,762.54	280,000.00	130,237.46	53.5
03-70-5010-03 OVERTIME PAY	450.24	2,945.36	10,000.00	7,054.64	29.5
03-70-5050-00 PAYROLL TAXES	1,926.31	11,229.11	22,200.00	10,970.89	50.6
03-70-5060-00 RETIREMENT FUND	1,247.65	7,257.26	16,500.00	9,242.74	44.0
03-70-5065-00 HEALTH INSURANCE	5,123.83	40,127.52	81,000.00	40,872.48	49.5
03-70-5070-00 WORKMEN'S COMPENSATION	591.77	3,777.70	8,900.00	5,122.30	42.5
03-70-6010-00 UTILITIES	19,273.24	140,580.58	220,000.00	79,419.42	63.9
03-70-6510-00 TELEPHONE	616.23	4,320.31	6,500.00	2,179.69	66.5
03-70-6511-00 TRAINING	.00	145.00	3,300.00	3,155.00	4.4
03-70-6518-00 CLEANING SUPPLIES	95.11	731.96	1,500.00	768.04	48.8
03-70-6522-00 INSURANCE	.00	21,855.02	29,300.00	7,444.98	74.6
03-70-6524-00 GAS AND OIL	1,242.57	6,968.28	9,100.00	2,131.72	76.6
03-70-6525-00 GIS MAPPING	.00	.00	25,000.00	25,000.00	.0
03-70-6526-00 CHEMICALS	10,152.82	85,943.44	120,000.00	34,056.56	71.6
03-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	.00	3,500.00	3,500.00	.0
03-70-6528-00 OPERATING SUPPLIES	507.07	2,380.29	10,000.00	7,619.71	23.8
03-70-6544-02 TOOLS	.00	283.66	3,500.00	3,216.34	8.1
03-70-6544-03 VEHICLE	.00	.00	19,000.00	19,000.00	.0
03-70-6544-04 MANHOLE INSTALLATION	.00	.00	50,000.00	50,000.00	.0
03-70-6544-10 SEWERLINE REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
03-70-6544-16 INSTRUMENTATION UPGRADES	.00	.00	140,000.00	140,000.00	.0
03-70-6544-20 LOW POINT - IMPROVEMENTS	.00	2,460.00	400,000.00	397,540.00	.6
03-70-7015-00 REPAIRS & MAINT - MAINS	4,925.00	9,041.26	20,000.00	10,958.74	45.2
03-70-7020-00 REPAIRS & MAINTENANCE	16,134.13	61,287.02	120,000.00	58,712.98	51.1
03-70-7022-00 VEHICLE REPAIRS	355.76	727.28	3,000.00	2,272.72	24.2
03-70-7023-00 WEED CONTROL/GROUND MAINT.	1,928.40	1,928.40	3,000.00	1,071.60	64.3
03-70-7025-00 SEWERLINE CLEANING	.00	.00	45,000.00	45,000.00	.0
03-70-7090-00 INSURANCE DEDUCTIBLES	.00	1,000.00	7,500.00	6,500.00	13.3
03-70-8012-00 PROFESSIONAL SERVICES	10,157.36	26,720.87	50,000.00	23,279.13	53.4
TOTAL OPERATIONS - SEWER FUND	100,122.37	581,472.86	1,727,800.00	1,146,327.14	33.7
TOTAL FUND EXPENDITURES	120,830.11	729,518.76	2,023,200.00	1,293,681.24	36.1
NET REVENUE OVER EXPENDITURES	58,855.28	718,895.74	(138,200.00)	(857,095.74)	520.2

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
05-00-4070-00 COLORADO LOTTERY	.00	40,056.30	70,000.00	29,943.70	57.2
05-00-4110-00 PARK FEES	1,500.00	47,000.00	62,500.00	15,500.00	75.2
05-00-4130-00 LARIMER COUNTY USE TAX	10,525.05	74,954.06	90,000.00	15,045.94	83.3
05-00-4330-00 OTHER	419.95	1,012.19	5,000.00	3,987.81	20.2
05-00-4610-00 CT-EARNINGS ON INVEST.	912.64	10,541.78	9,000.00	(1,541.78)	117.1
TOTAL SOURCE 00	13,357.64	173,564.33	236,500.00	62,935.67	73.4
TOTAL FUND REVENUE	13,357.64	173,564.33	236,500.00	62,935.67	73.4

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
05-70-6533-00 TREE TRIMMING	.00	151.19	6,000.00	5,848.81	2.5
05-70-6544-01 CAPITAL - TREES	.00	.00	7,000.00	7,000.00	.0
05-70-6545-00 EDDIE ARAGON PARK	1,297.84	1,466.57	5,000.00	3,533.43	29.3
05-70-6546-00 SUNRISE PARK	.00	.00	4,000.00	4,000.00	.0
05-70-6547-00 PARISH PARK	.00	29.61	4,000.00	3,970.39	.7
05-70-6548-00 HAYS PARK	.00	47.44	6,000.00	5,952.56	.8
05-70-6549-00 PIONEER RIDGE PARK	110.00	110.00	4,000.00	3,890.00	2.8
05-70-6550-00 ROLLING HILLS RANCH PARK	.00	.00	4,000.00	4,000.00	.0
05-70-6551-00 JOHNSTOWN LAKE PARK	5,081.50	5,081.50	8,000.00	2,918.50	63.5
05-70-6553-00 CLEARVIEW PARK	1,297.83	105,846.40	165,000.00	59,153.60	64.2
05-70-7020-00 REPAIR & MAINT.	.00	242.50	6,000.00	5,757.50	4.0
TOTAL DEPARTMENT 70	7,787.17	112,975.21	219,000.00	106,024.79	51.6
TOTAL FUND EXPENDITURES	7,787.17	112,975.21	219,000.00	106,024.79	51.6
NET REVENUE OVER EXPENDITURES	5,570.47	60,589.12	17,500.00	(43,089.12)	346.2

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2018

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
06-00-4110-00 TRANSFER FROM GENERAL FUND	.00	.00	225,000.00	225,000.00	.0
06-00-4610-00 CF-EARNINGS ON INVESTMENTS	2,445.68	16,799.03	7,200.00	(9,599.03)	233.3
TOTAL SOURCE 00	2,445.68	16,799.03	232,200.00	215,400.97	7.2
TOTAL FUND REVENUE	2,445.68	16,799.03	232,200.00	215,400.97	7.2

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2018

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
06-70-6544-00 TRANSFER TO BANK FUND	.00	7,390.40	1,855,500.00	1,848,109.60	.4
TOTAL DEPARTMENT 70	.00	7,390.40	1,855,500.00	1,848,109.60	.4
TOTAL FUND EXPENDITURES	.00	7,390.40	1,855,500.00	1,848,109.60	.4
NET REVENUE OVER EXPENDITURES	2,445.68	9,408.63	(1,623,300.00)	(1,632,708.63)	.6

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2018

CEMETERY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
07-00-4310-00 CEMETERY LOTS AND CARE	693.00	2,880.00	3,000.00	120.00	96.0
07-00-4610-00 CP-EARNINGS ON INVESTMENTS	254.70	1,464.92	900.00	(564.92)	162.8
TOTAL SOURCE 00	947.70	4,344.92	3,900.00	(444.92)	111.4
TOTAL FUND REVENUE	947.70	4,344.92	3,900.00	(444.92)	111.4
NET REVENUE OVER EXPENDITURES	947.70	4,344.92	3,900.00	(444.92)	111.4

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2018

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
09-00-4110-00 TRANSFER FROM GENERAL FUND	.00	.00	1,000,000.00	1,000,000.00	.0
09-00-4610-00 EARNINGS ON INVESTMENTS	3,056.34	17,999.86	5,000.00	(12,999.86)	360.0
TOTAL SOURCE 00	3,056.34	17,999.86	1,005,000.00	987,000.14	1.8
TOTAL FUND REVENUE	3,056.34	17,999.86	1,005,000.00	987,000.14	1.8

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
09-70-6544-03 GRADER ROLL OVER	.00	18,900.00	18,900.00	.00	100.0
09-70-6544-04 POLICE VEHICLE	52,194.00	64,000.26	99,500.00	35,499.74	64.3
09-70-6544-07 PUBLIC WORKS EQUIPMENT	.00	73,072.35	133,000.00	59,927.65	54.9
09-70-6544-10 COMPUTERS	.00	999.41	5,200.00	4,200.59	19.2
09-70-6544-12 LOADER	.00	19,200.00	19,500.00	300.00	98.5
TOTAL DEPARTMENT 70	52,194.00	176,172.02	276,100.00	99,927.98	63.8
TOTAL FUND EXPENDITURES	52,194.00	176,172.02	276,100.00	99,927.98	63.8
NET REVENUE OVER EXPENDITURES	(49,137.66)	(158,172.16)	728,900.00	887,072.16	(21.7)

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2018

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-00-4110-00 DRAINAGE FEES	35,870.87	364,159.96	416,000.00	51,840.04	87.5
11-00-4610-00 EARNINGS ON INVESTMENTS	4,361.12	34,873.78	22,500.00	(12,373.78)	155.0
TOTAL SOURCE 00	40,231.99	399,033.74	438,500.00	39,466.26	91.0
TOTAL FUND REVENUE	40,231.99	399,033.74	438,500.00	39,466.26	91.0

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	2,284.59	13,114.21	38,900.00	25,785.79	33.7
11-25-5010-03 OVERTIME	.00	.00	100.00	100.00	.0
11-25-5011-00 PART TIME OFFICE	509.78	3,022.14	12,600.00	9,577.86	24.0
11-25-5025-00 MANAGER	3,403.11	20,375.03	29,500.00	9,124.97	69.1
11-25-5050-00 PAYROLL TAXES	466.38	2,746.89	6,300.00	3,553.11	43.6
11-25-5060-00 RETIREMENT FUND	411.02	2,445.26	5,700.00	3,254.74	42.9
11-25-5065-00 HEALTH INSURANCE	775.55	6,155.77	10,200.00	4,044.23	60.4
11-25-5070-00 WORKMAN'S COMPENSATION	69.62	571.60	700.00	128.40	81.7
11-25-6010-00 UTILITIES	125.98	621.77	1,600.00	978.23	38.9
11-25-6505-00 OFFICE SUPPLIES	164.40	262.68	800.00	537.32	32.8
11-25-6506-00 UTILITY BILL MAILING	709.25	4,896.43	7,900.00	3,003.57	62.0
11-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	2,300.00	2,300.00	.0
11-25-6510-00 TELEPHONE	.00	.00	800.00	800.00	.0
11-25-6522-00 INSURANCE AND BONDS	.00	1,950.00	2,800.00	850.00	69.6
11-25-6544-04 COMPUTER SOFTWARE	.00	.00	3,500.00	3,500.00	.0
11-25-7020-00 MAINTENANCE AND REPAIRS	.00	312.72	500.00	187.28	62.5
11-25-8010-00 AUDIT	.00	1,000.00	2,500.00	1,500.00	40.0
11-25-8012-00 COMPUTER PROF. SERVICES	377.25	3,078.00	3,700.00	622.00	83.2
11-25-8014-00 LEGAL	.00	1,445.75	2,200.00	754.25	65.7
11-25-8017-00 PROFESSIONAL SERVICES	.00	.00	1,500.00	1,500.00	.0
TOTAL ADMINISTRATION	9,296.93	61,998.25	134,100.00	72,101.75	46.2
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	4,189.00	15,000.91	63,200.00	48,199.09	23.7
11-70-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
11-70-5050-00 PAYROLL TAXES	311.42	1,075.45	4,900.00	3,824.55	22.0
11-70-5060-00 RETIREMENT FUND	177.41	635.30	4,200.00	3,564.70	15.1
11-70-5065-00 HEALTH INSURANCE	823.70	6,533.55	24,000.00	17,466.45	27.2
11-70-5070-00 WORKMEN'S COMPENSATION	208.86	1,714.80	1,900.00	185.20	90.3
11-70-6510-00 TELEPHONE	447.42	551.04	900.00	348.96	61.2
11-70-6511-00 TRAINING	.00	.00	600.00	600.00	.0
11-70-6522-00 INSURANCE	.00	3,700.00	5,000.00	1,300.00	74.0
11-70-6524-00 GAS & OIL	676.86	2,047.02	2,000.00	(47.02)	102.4
11-70-6526-00 OPERATING SUPPLIES	37.11	290.44	1,000.00	709.56	29.0
11-70-6544-06 INFRASTRUCTURE REPAIR	.00	.00	20,000.00	20,000.00	.0
11-70-7020-00 REPAIR & MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
11-70-7022-00 VEHICLE REPAIRS	.00	.00	800.00	800.00	.0
11-70-7024-00 INLET REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
11-70-7026-00 CURB/GUTTER REPLACEMENT	7,180.00	17,017.50	70,000.00	52,982.50	24.3
TOTAL OPERATIONS	14,051.78	48,566.01	220,100.00	171,533.99	22.1
TOTAL FUND EXPENDITURES	23,348.71	110,564.26	354,200.00	243,635.74	31.2
NET REVENUE OVER EXPENDITURES	16,883.28	288,469.48	84,300.00	(204,169.48)	342.2

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
14-00-5010-00 LIBRARY- SALARIES	35,849.16	208,964.82	398,000.00	189,035.18	52.5
14-00-5050-00 LIBRARY-PAYROLL TAXES	2,719.99	15,884.03	48,000.00	32,115.97	33.1
14-00-5065-00 HEALTH INS.	500.00	3,654.90	10,000.00	6,345.10	36.6
14-00-5070-00 WORKMENS COMPENSATION	69.62	571.60	4,000.00	3,428.40	14.3
14-00-6522-00 INSURANCE AND BONDS	.00	2,850.00	.00	(2,850.00)	.0
TOTAL DEPARTMENT 00	39,138.77	231,925.35	460,000.00	228,074.65	50.4
TOTAL FUND EXPENDITURES	39,138.77	231,925.35	460,000.00	228,074.65	50.4
NET REVENUE OVER EXPENDITURES	(39,138.77)	(231,925.35)	(460,000.00)	(228,074.65)	(50.4)

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2018

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
15-00-4060-00 USE TAX	205,460.74	2,198,364.06	1,000,000.00	(1,198,364.06)	219.8
15-00-4610-00 EARNINGS ON INVESTMENTS	28,406.44	128,453.67	65,000.00	(63,453.67)	197.6
TOTAL SOURCE 00	233,867.18	2,326,817.73	1,065,000.00	(1,261,817.73)	218.5
 SOURCE 01					
15-01-4530-00 DEVELOPER REIMBURSEMENT	.00	.00	60,000.00	60,000.00	.0
TOTAL SOURCE 01	.00	.00	60,000.00	60,000.00	.0
 TOTAL FUND REVENUE	 233,867.18	 2,326,817.73	 1,125,000.00	 (1,201,817.73)	 206.8

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
15-70-7020-00 STREET REPAIR & MAINT.	155,616.98	267,456.06	350,000.00	82,543.94	76.4
15-70-7022-00 ALLEY IMPROVEMENTS	.00	.00	2,000.00	2,000.00	.0
15-70-7035-00 COMMUNITY CENTER IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
15-70-7045-00 STREETLIGHTS	.00	.00	5,000.00	5,000.00	.0
15-70-7047-00 SIGNS	.00	705.00	5,000.00	4,295.00	14.1
15-70-7055-00 ENGINEERING/ARCHITECTURAL	72,472.37	196,864.77	1,200,000.00	1,003,135.23	16.4
15-70-7062-00 COMMUNITY RECREATION CENTER	.00	995,297.82	6,000,000.00	5,004,702.18	16.6
15-70-7065-00 SIDEWALK/CURB REPL.	.00	16,377.50	15,000.00	(1,377.50)	109.2
15-70-7085-00 SHOP IMPROVEMENTS	.00	.00	5,500.00	5,500.00	.0
TOTAL DEPARTMENT 70	228,089.35	1,476,701.15	7,587,500.00	6,110,798.85	19.5
<hr/>					
15-80-7060-00 REBATE	.00	795.00	180,000.00	179,205.00	.4
15-80-7090-00 I-25 GRANT CONTRIBUTION	.00	250,000.00	250,000.00	.00	100.0
TOTAL DEPARTMENT 80	.00	250,795.00	430,000.00	179,205.00	58.3
<hr/>					
TOTAL FUND EXPENDITURES	228,089.35	1,727,496.15	8,017,500.00	6,290,003.85	21.6
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NET REVENUE OVER EXPENDITURES	5,777.83	599,321.58	(6,892,500.00)	(7,491,821.58)	8.7

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2018

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
16-00-4070-00 FROM SALES TAX	11,588.09	77,158.26	112,500.00	35,341.74	68.6
16-00-4610-00 EARNINGS ON INVESTMENTS	.00	12.07	100.00	87.93	12.1
TOTAL SOURCE 00	11,588.09	77,170.33	112,600.00	35,429.67	68.5
TOTAL FUND REVENUE	11,588.09	77,170.33	112,600.00	35,429.67	68.5

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
16-70-7010-00 CONSTRUCTION	.00	50,000.00	114,900.00	64,900.00	43.5
TOTAL DEPARTMENT 70	.00	50,000.00	114,900.00	64,900.00	43.5
TOTAL FUND EXPENDITURES	.00	50,000.00	114,900.00	64,900.00	43.5
NET REVENUE OVER EXPENDITURES	11,588.09	27,170.33	(2,300.00)	(29,470.33)	1181.3

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2018

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
17-00-4610-00 EARNINGS ON INVESTMENTS	15,639.44	97,895.38	50,000.00	(47,895.38)	195.8
TOTAL SOURCE 00	15,639.44	97,895.38	50,000.00	(47,895.38)	195.8
 <u>SOURCE 01</u>					
17-01-4110-01 TRANSPORATION FAC. DEV. FEE	7,632.00	860,628.65	405,000.00	(455,628.65)	212.5
17-01-4110-02 POLICE FACILTIES DEV. FEE	1,971.00	204,104.59	132,000.00	(72,104.59)	154.6
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	4,431.00	460,385.70	28,000.00	(432,385.70)	1644.2
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	3,519.00	344,824.00	150,000.00	(194,824.00)	229.9
17-01-4110-05 LIBRARY FACILITIES FEE	2,748.00	246,172.00	100,000.00	(146,172.00)	246.2
17-01-4110-06 TRAFFIC SIGNAL	557.72	6,688.94	5,000.00	(1,688.94)	133.8
TOTAL SOURCE 01	20,858.72	2,122,803.88	820,000.00	(1,302,803.88)	258.9
 TOTAL FUND REVENUE	 36,498.16	 2,220,699.26	 870,000.00	 (1,350,699.26)	 255.3

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2018

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
17-70-6544-01 POLICE VEHICLE	55,858.00	59,793.42	93,000.00	33,206.58	64.3
17-70-6544-15 POLICE EQUIPMENT	.00	8,000.00	33,200.00	25,200.00	24.1
17-70-6544-19 ANNUAL LEASE/UTILITIES	1,850.94	14,193.69	26,500.00	12,306.31	53.6
17-70-6544-20 PEDESTRIAN CROSSING SIGNALS	.00	28,995.00	75,000.00	46,005.00	38.7
17-70-8017-00 PARKS & OPEN - PROFESSIONAL	.00	.00	15,000.00	15,000.00	.0
17-70-8018-00 TRANSPORTATION EXPENDITURES	.00	13,774.37	30,000.00	16,225.63	45.9
TOTAL DEPARTMENT 70	57,708.94	124,756.48	272,700.00	147,943.52	45.8
TOTAL FUND EXPENDITURES	57,708.94	124,756.48	272,700.00	147,943.52	45.8
NET REVENUE OVER EXPENDITURES	(21,210.78)	2,095,942.78	597,300.00	(1,498,642.78)	350.9

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2018

STREET MAINTENANCE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
20-00-4110-00 STREET MAINTENANCE FEES	27,962.06	221,033.58	305,000.00	83,966.42	72.5
20-00-4610-00 EARNINGS ON INVESTMENTS	.00	80.73	500.00	419.27	16.2
TOTAL SOURCE 00	27,962.06	221,114.31	305,500.00	84,385.69	72.4
TOTAL FUND REVENUE	27,962.06	221,114.31	305,500.00	84,385.69	72.4

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2018

STREET MAINTENANCE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
20-70-7020-00 STREET MAINTENANCE	.00	213,233.16	300,000.00	86,766.84	71.1
TOTAL DEPARTMENT 70	.00	213,233.16	300,000.00	86,766.84	71.1
TOTAL FUND EXPENDITURES	.00	213,233.16	300,000.00	86,766.84	71.1
NET REVENUE OVER EXPENDITURES	27,962.06	7,881.15	5,500.00	(2,381.15)	143.3

AGENDA ITEM 9A

**TRANSFER
OF
OWNERSHIP
(Leo's Place)
(*Public Hearing)**

LIQUOR LICENSE PUBLIC HEARING PROCEDURE –

1. Open public hearing.
2. Receive information from staff.
3. Receive information from applicant.
4. Receive information from “parties in interest.” Parties in interest may also cross-examine the applicant.

(Parties in interest include adult residents of the designated neighborhood, the owner or manager of any business located within the designated neighborhood and the representative of any school within 500 feet of the proposed license. The representative of any organized neighborhood group within the designated neighborhood may present evidence, but may not cross-examine witnesses.)

5. Discretionary: Receive information from “others.” *(Only if the testimony would aid Council in considering the application.)*
6. Additional questions from Council, if any.
6. Close the public hearing. *(No more questions from Council.)*
7. Discussion and deliberation among Council.
8. Make a decision and/or motion from Council.

SUGGESTED MOTIONS

For Approval: I move to approve the Application for a Transfer of Ownership for the Tavern Liquor License from Leo’s Place to the Black Sheep, LLC.

For Denial: I move to deny approval of the Application for a Transfer of Ownership for the Tavern Liquor License from Leo’s Place to the Black Sheep, LLC.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 17, 2018

ITEM NUMBER: 9A

SUBJECT: *Public Hearing - Consider Transfer of Ownership for Leo's Place

ACTION PROPOSED: Approve the Application for Transfer of Ownership

PRESENTED BY: Town Clerk and Town Attorney

AGENDA ITEM DESCRIPTION: The Black Sheep, LLC a Colorado limited liability company, 121 Muscovy Lane, Johnstown, CO 80534 has submitted an application to the Town for a Transfer of Ownership for Leo's Place located at 19 ½ South Parish, and, pursuant to state law, for any transfer of ownership, application must be made to the State and local licensing authorities. The key issue in considering such an application is the "character of the applicant." The Police Department report is attached for your reference and shows no problems with the proposed transfer of ownership. The Town Attorney has reviewed all of the documents and has indicated that the documentation complies with the requirements under State law. Based upon the review, the Town is recommending approval of the transfer of the Tavern Liquor License for Leo's Place from Mercy Rivera to The Black Sheep, LLC.

The Town Council acts as the Local Licensing Authority and is responsible for reviewing, transferring and issuing liquor licenses.

LEGAL ADVICE: The Town Attorney has reviewed the documentation and has indicated that the submittals have complied with State law.

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve the request for Transfer of Ownership for Leo's Place, Inc.

SUGGESTED MOTIONS:

For Approval: I move to approve the application for the Transfer of Ownership for Leo's Place.

For Denial: I move to deny approval of the application for the Transfer of Ownership for Leo's Place.

Reviewed:


Town Manager

APPLICATION

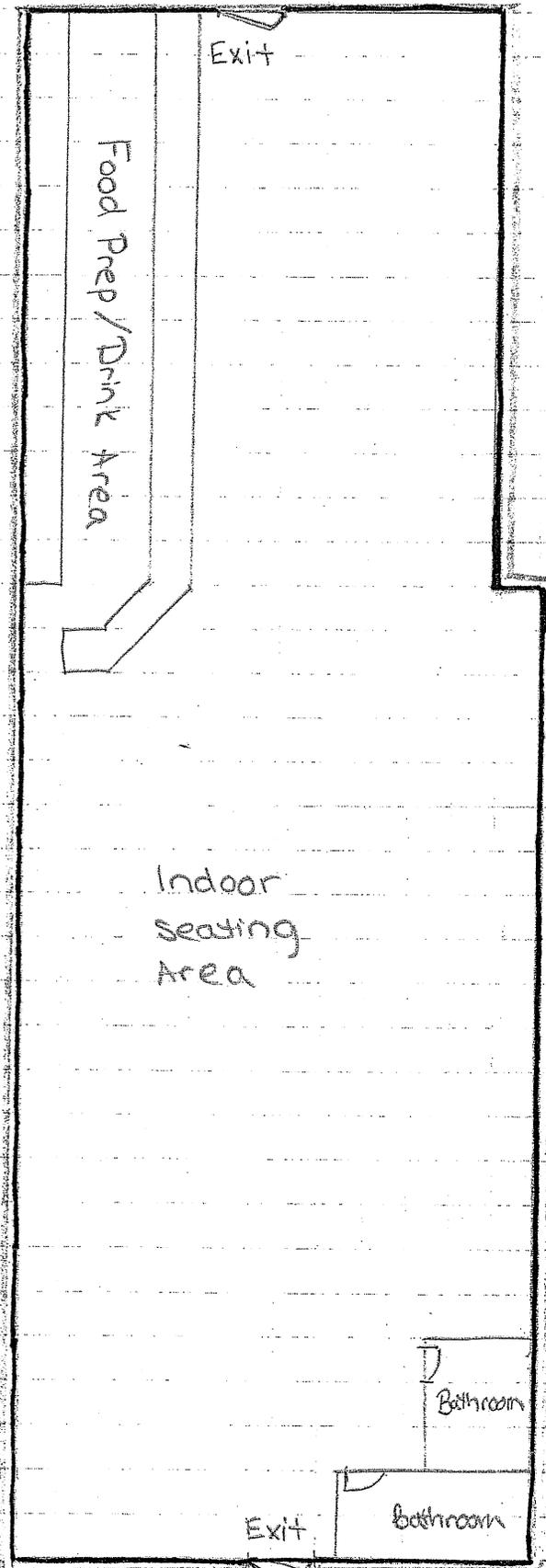
Name Amy Bachman	Type of License Tavern (City)	Account Number 4187325 0000		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
(b) Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
or Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>				
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input type="checkbox"/>		
13b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership , lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord Bachman Commercial Properties LLC	Tenant The Black Sheep	Expires 07/16/2019		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:				
Has a local ordinance or resolution authorizing optional premises been adopted?		<input type="checkbox"/> <input type="checkbox"/>		
Number of additional Optional Premise areas requested. (See license fee chart)				
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
(a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?		<input type="checkbox"/> <input type="checkbox"/>		
If "yes" a copy of license must be attached.				
19. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		<input type="checkbox"/> <input type="checkbox"/>		
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		<input type="checkbox"/> <input type="checkbox"/>		
(c) How long has the club been incorporated?				
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/> <input type="checkbox"/>		
20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		<input type="checkbox"/> <input type="checkbox"/>		

Name <i>Amy Bachman</i>		Type of License <i>Tavern (City)</i>	Account Number <i>4187375000</i>		
Oath Of Applicant					
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.					
Authorized Signature <i>Amy Bachman</i>		Printed Name and Title Amy Bachman, Owner		Date 7/11/18	
Report and Approval of Local Licensing Authority (City/County)					
Date application filed with local authority		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)			
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:					
<input type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants					
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license					
(Check One)					
<input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority					
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000? <input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				Yes <input type="checkbox"/>	No <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S., and Liquor Rules. Therefore, this application is approved.					
Local Licensing Authority for		Telephone Number		<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title		Date	
Signature	Print	Title		Date	

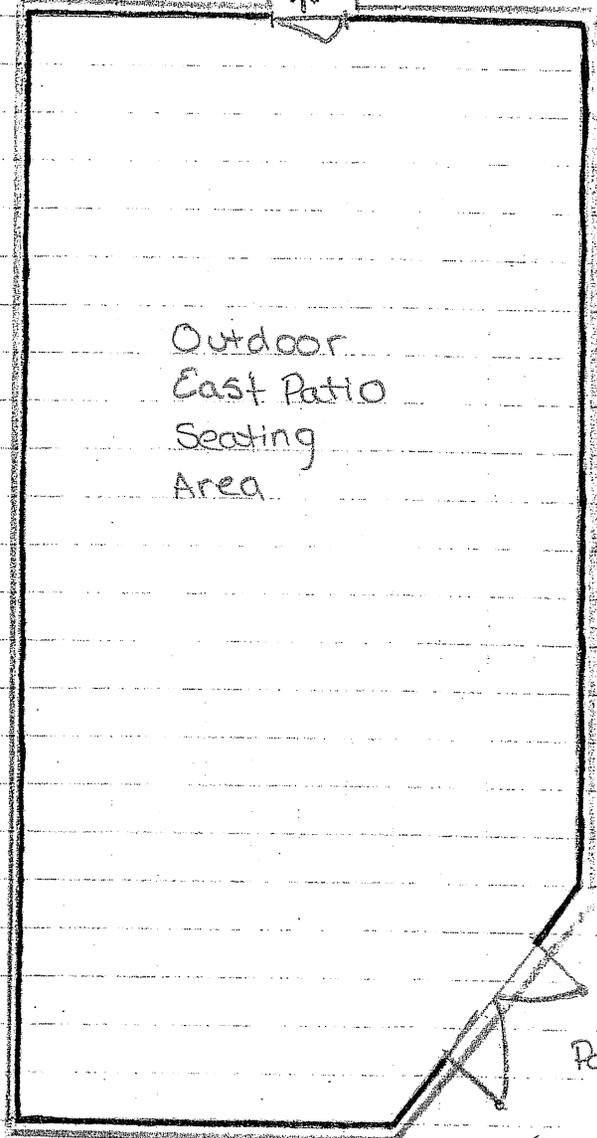
Name <i>Amy Bachman</i>	Type of License <i>Tavern (City)</i>	Account Number <i>41873750000</i>		
21. Campus Liquor Complex applicants answer the following: (a) Is the applicant an institution of higher education? Yes No <input type="checkbox"/> <input type="checkbox"/> (b) Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services. <input type="checkbox"/> <input type="checkbox"/>				
22. For all on-premises applicants. a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprints. b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager		First Name of Manager		
23. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. <input type="checkbox"/> <input type="checkbox"/>				
24. Related Facility - Campus Liquor Complex applicants answer the following: a. Is the related facility located within the boundaries of the Campus Liquor Complex? Yes No <input type="checkbox"/> <input type="checkbox"/> If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex. b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
25. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements. <input type="checkbox"/> <input type="checkbox"/>				
26. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.				
Name <i>Amy Bachman</i>	Home Address, City & State <i>[Redacted]</i>	DOB <i>[Redacted]</i>	Position <i>owner</i>	%Owned <i>100</i>
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.				

The Black Sheep Eatery Layout

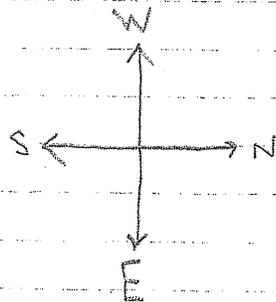
Parish Avenue



Indoor Seating



Patio Exit
(Alley by Ace Hardware)



East Patio

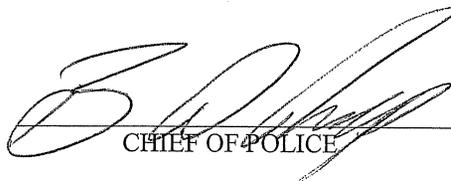
— Licensed Area

**POLICE
REPORT**

TOWN OF JOHNSTOWN POLICE DEPARTMENT

Information 3.2% Beer or Liquor Application

- Name and address of Applicant} Amy Bachman
121 Muscovy Lane
Johnstown, CO 80534
1. Trade Name and Address} The Black Sheep
19 ½ South Parish
Johnstown, CO 80534
2. Date of Application: 07/23/2018
3. Type of Application: Tavern Liquor License
4. Documents Accompanying Application
A. Local and State License Fees} Submitted with application
B. Evidence of Correct Zoning} CBD
C. Building Plans and or Sketch of Interior} N/A
D. Distance from School as per State} N/A
E. Deed or Lease or Assignment of Lease or Ownership} Lease
5. Evidence of Public Notice
A. Posting of Premises} Posted September September 5, 2018
B. Legal Publication } Johnstown Breeze August 30, 2018
6. Investigation: Police Department Case#}
A. Applicant has made application for a Change of Ownership .
B. Background Investigation: Applicant submitted an Individual History Record and a background check was done.
8. Findings of fact:
A. The required fees were submitted.
B. It is my recommendation the Change of Ownership be approved.



CHIEF OF POLICE

9/3/18

DATE

AGENDA ITEM 9B

**PUBLIC
IMPROVEMENTS
DEVELOPMENT
AGREEMENT**

(Johnstown Heights, Amended Filing No. 3)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 17, 2018

ITEM NUMBER: 9B

SUBJECT: Consider Public Improvements Development Agreement – Johnstown Heights, Amended Filing No. 3

ACTION PROPOSED: Consider Approval of Public Improvements Development Agreement for Johnstown Heights, Amended Filing No. 3

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

AGENDA ITEM DESCRIPTION: The Final Plat for Johnstown Heights, Amended Filing No. 3 was approved on January 17, 2018. The Agreement requires the Developer to develop the property in accordance with the amended subdivision plat that was approved previously by the Council. The Agreement requires the Developer to install public and private improvements at the Developer's cost in accordance with the Town's specifications. The provision for the emergency access from N. 2nd St. to West Park Ave. is included.

LEGAL ADVICE: The Town Attorney drafted the attached public improvements development agreement.

FINANCIAL ADVICE: N/A

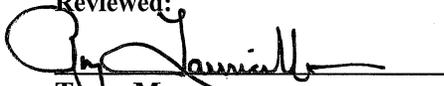
RECOMMENDED ACTION: Consider approval of the public improvements development agreement.

SUGGESTED MOTIONS:

For Approval: I move to approve the public improvements development agreement for Johnstown Heights, Amended Filing No. 3 (with conditions...).

For Denial: I move to deny approval of the public improvements development agreement for Johnstown Heights, Amended Filing No. 3

Reviewed:


Town Manager

AGREEMENT

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 17, 2018

ITEM NUMBER: 9B

SUBJECT: Consider Public Improvements Development Agreement – Johnstown Heights, Amended Filing No. 3

ACTION PROPOSED: Consider Approval of Public Improvements Development Agreement for Johnstown Heights, Amended Filing No. 3

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

AGENDA ITEM DESCRIPTION: The Final Plat for Johnstown Heights, Amended was approved on January 17, 2018. The Agreement requires the Developer to develop the property in accordance with the amended subdivision plat that was approved previously by the Council. The Agreement requires the Developer to install public and private improvements at the Developer's cost in accordance with the Town's specifications. The provision for the emergency access from N. 2nd St. to West Park Ave. is included.

LEGAL ADVICE: The Town Attorney drafted the attached public improvements development agreement.

FINANCIAL ADVICE: N/A

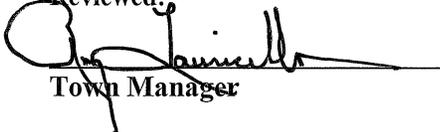
RECOMMENDED ACTION: Consider approval of the public improvements development agreement.

SUGGESTED MOTIONS:

For Approval: I move to approve the public improvements development agreement for Johnstown Heights, Amended Filing No. 3 (with conditions...).

For Denial: I move to deny approval of the public improvements development agreement for Johnstown Heights, Amended Filing No. 3

Reviewed:


Town Manager

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(Johnstown Heights, Amended Filing No. 3)**

This Subdivision Development and Improvement Agreement (“Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a municipal corporation (the “Town”) and Johnstown Heights, LLC, a Colorado limited liability corporation (the “Developer”).

WITNESSETH:

WHEREAS, Developer is the owner of a parcel of land situated in the Town of Johnstown, County of Weld, State of Colorado, the description of which is set forth on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, the Property is located in an existing subdivision known as Johnstown Heights;
and

WHEREAS, Developer seeks to develop the Property and to designate such development as Johnstown Heights, Amended Filing No. 3 (“Development”); and

WHEREAS, Developer has submitted an amended final 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 Filing depicting the Development, which final plat is attached hereto as **Exhibit B-1** and incorporated herein by this reference (“Final Plat”); and

WHEREAS, the Town Council approved, or will approve, the Final Plat by passage of Resolution _____, containing terms and conditions of approval of the Final Plat, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference (“Resolution”); and

WHEREAS, Developer understands and agrees that, as a further condition of approval of the Final Plat, Developer is required to construct certain subdivision improvements to the Property, that Developer is responsible for the costs and expenses of those subdivision improvements unless otherwise provided herein, and that the subdivision improvements contemplated herein are reasonable, necessary, appropriate, and directly benefit the Development; and

WHEREAS, Developer agrees to undertake and complete the Development in accordance with this Agreement, the Final Plat, the Resolution, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations.

NOW, THEREFORE, in consideration of the premises cited above and the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the Town and Developer agree as follows:

DEFINITIONS

For the purposes of this Agreement, the following words and terms shall be defined as follows:

1.1 **"Approved Plans"** shall mean: (1) with respect to the Public Improvements, the approved "Civil Engineering Construction Plans" related to the Development and on file with Town; and (2) with respect to the Private Improvements, the approved "the Site Development Plan" related to the Development and on file with Town.

1.2 **"Developer"** shall mean the owner(s) of the Property described in **Exhibit A** and any heirs, successors, assigns or transferees of any of the Property described in **Exhibit A**.

1.3 **"Civil Engineering Construction Plans"** shall mean the approved engineering plans for construction, installation and improvement of the Public Improvements.

1.4 **"Development"** shall mean all the Property, property rights and subdivision improvements within the legal description in **Exhibit A**.

1.5 **"Dry Utilities"** shall mean electricity, natural gas, cable and telephone.

1.6 **"Maintenance Guarantee"** shall mean a guarantee that the Subdivision Improvements constructed shall be free from defects and failures as more fully described in Paragraphs 5.2 and 5.4 below.

1.7 **"Private Improvements"** shall mean, without limitation, the construction, installation and improvement of privately owned and maintained common improvements including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, street signs and posts, street lighting, parks and open space, trails, postal service boxes and school bus stop shelters.

1.8 **"Public Improvements"** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to

public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities, irrigation structures and other public facilities and improvements to serve the Development.

1.9 “**Site Development Plan**” shall mean the approved plans for the construction, installation and improvement of the Private Improvements.

1.10 “**Subdivision Improvements**” shall mean the Public Improvements, Private Improvements and Dry-Utilities.

1.11 “**Town**” shall mean the Town of Johnstown, Colorado.

1.12 “**Town Engineer**” shall mean the professional engineer designated by the Town Manager to perform the obligations set forth in this Agreement.

1.13 “**Town Manager**” shall include the Town Manager and his authorized designees.

1.14 “**Town Official**” shall include the Town Manager, Town Attorney, Town Treasurer, Town Engineer, Town Planner and their authorized designees.

SUBDIVISION IMPROVEMENTS

2. Public Improvements

2.1 *Pre- Construction*

a. **Engineering Services:** Developer shall furnish, at its own expense, all engineering services in connection with construction, installation and improvement of the Public Improvements. Engineering services shall be performed by a professional engineer registered in the State of Colorado. Engineering services shall consist of, but not be limited to, survey, designs, plans and profiles, specifications, drawings, estimates, construction administration, and the furnishing of necessary documents in connection therewith, including but not limited to final engineering drawings, final sewer and water design plans and final drainage plans (the “Civil Engineering Construction Plans”).

b. **Civil Engineering Construction Plans:** Prior to commencing construction of the Public Improvements, Developer shall submit the Civil Engineering Construction Plans to the Town Engineer for review. Construction of the Public Improvements shall not commence until the Town provides written notice of approval of the Civil Engineering Construction Plans. Developer shall not thereafter modify the approved Civil Engineering Construction Plans without the written approval of the Town. The Town’s review and approval of the Civil Engineering Construction Plans shall not limit or affect Developer’s responsibility or liability for design, construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any

claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection.

c. **Rights-of-Way, Easements, Permits and Use Tax**: Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town Manager for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements. Developer shall also pay all applicable use tax due and owing to the Town.

2.2 ***Construction of Public Improvements***: Upon satisfaction of the conditions set forth in Paragraph 2.1, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Final Plat, the Resolution, the Civil Engineering Construction Plans, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All Public Improvements shall be installed and constructed within the rights-of-way or easements dedicated to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Public Improvements shall be new and both workmanship and materials shall be of good quality.

2.3 ***Construction Schedule***: Developer shall construct the Public Improvements in accordance with the schedule of public improvements set forth on **Exhibit C**, attached hereto and incorporated herein by reference ("Schedule of Public Improvements"). Once construction begins, Developer shall keep the Town Manager informed by weekly status reports of the progress of the work and a projection of when the Public Improvements will be completed as well as the cost of such Public Improvements.

2.4 ***Testing and Inspection***: Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town Engineer, to perform all testing of materials or construction that may be reasonably required by the Town. Developer shall furnish certified copies of test results to the Town Engineer. At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Civil Engineering Construction Plans. Any material or work not conforming to the Civil Engineering Construction Plans shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town Engineer.

2.5 ***Completion of Construction***: Developer shall complete construction of the Public Improvements no later than eighteen (18) months from the commencement of the construction, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town Manager's written consent to the extension.

2.6 **Performance Guarantee:** If Developer seeks, and the Town authorizes the issuance of, building permits prior to the completion of certain of the Public Improvements, Developer shall furnish to the Town a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary (“Performance Guarantee”) in an amount equal to 110% of the cost of such uncompleted improvements, which cost shall be certified by Developer’s professional engineer, licensed in the State of Colorado and approved by the Town Engineer, to secure the installation, improvement and completion of the improvements. The Performance Guarantee shall be released after Initial Acceptance of such improvements.

3. **Private Improvements**

3.1 **Pre- Construction:** Prior to commencing construction of the Private Improvements, Developer shall submit a Site Development Plan to the Town. The Site Development Plan shall contain the proposed Private Improvements for the Development, including, if required by the Town, a plan for stormwater improvements, an irrigation system, landscaping, fencing, entry-way signage, street signs and posts, street lighting, postal service boxes and school bus stop shelters. Landscaping and fencing shall be designed in accordance with the Town’s landscape guidelines. Construction of the Private Improvements shall not commence until the Town provides written notice of approval of the Site Development Plan, with the exception of approval of the school bus shelters, which must be approved by the school district. Developer shall not thereafter modify the approved Site Development Plan without the written approval of the Town. The Town’s review and approval of the Site Development Plan shall not limit or affect Developer’s responsibility or liability for design, construction and installation of the Private Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer’s written objection. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Private Improvements. Developer shall also pay all applicable use tax due and owing to the Town.

3.2 **Construction of Private Improvements:** Upon satisfaction of the conditions set forth in Paragraph 3.1, Developer shall construct the Private Improvements at its own expense in accordance with the terms of this Agreement, the Final Plat, the Resolution, the Site Development Plan, the Town’s ordinances, resolutions and regulations and all other applicable laws and regulations. All landscaping services shall be performed by a professional landscape architect or engineer. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be new and both workmanship and materials shall be of good quality.

3.3 **Inspection:** At all times during construction and installation of the Private Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer’s cost. All materials and work must conform to the Site Development

Plan. Any material or work not conforming to the Site Development Plan shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town.

3.4 **Completion of Private Improvements:** Unless otherwise agreed in writing by the Town Manager, the Private Improvements shall be completed no later than the date that the Public Improvements are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town Manager's written consent to the extension. The Town may, in its discretion, allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient surety in the form of a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary is provided to the Town.

3.5 **Replacement of Private Improvements:** As replacement of the improvements is necessary and warranted over time, the Private Improvements shall be replaced by, as appropriate, the Developer, the homeowner's association or a metropolitan or special district. The Town shall not be responsible for replacement of the Private Improvements.

4. **Dry-Utilities**

4.1 **Utilities:** Developer shall obtain all proper conveyances and arrangements for the installation and provision of the Dry Utilities to serve the Development. Developer shall provide proof of such conveyances and arrangements to the Town, which proof may be in the form of contracts for such services, no later than the date that the Public Improvements are completed.

4.2 **Easements:** All easements approved by the utility companies shall be submitted to the Town.

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

5.1 **Initial Acceptance:** Developer shall make written application to the Town Manager for initial acceptance of the Public Improvements ("Initial Acceptance"), and for final review of the Private Improvements, within thirty (30) days of the completion date of the Subdivision Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete. With respect to the Public Improvements, the written application shall include one set of reproducible "as built" drawings and an affidavit executed by Developer affirming that the Public Improvements have been paid in full, certifying the final construction costs and including documentary evidence of the construction costs. If the Town Manager requests, Developer shall provide lien waivers, or other acceptable assurance, from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the design, construction or installation of the Subdivision Improvements. The affidavit and lien waivers may be reviewed by the Town, but the Town assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided.

After the receipt of the written application, the Town shall use reasonable efforts to promptly inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to Initial Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements. If the Subdivision Improvements are not satisfactory, the Town shall prepare a detailed written description of all Subdivision Improvements which are not in compliance with the Approved Plans, subject to any changes that have been approved by the Town and any changes that have been required by the Town as a result of any unforeseen engineering design issues. Such report shall be delivered to Developer. After curing the defects, Developer shall make a renewed written application to the Town for re-inspection of the Subdivision Improvements, which written application shall contain the items set forth above. The Town shall thereafter use reasonable efforts to promptly re-inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to Initial Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements.

5.2 ***Maintenance Guarantee.*** Prior to Initial Acceptance of the Public Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary (“Maintenance Guarantee”). The Maintenance Guarantee shall equal fifteen percent (15%) of the total cost of the Public Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Public Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Public Improvements.

5.3 ***Delivery of Initial Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written notice of Initial Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. The Town may issue written notice of Initial Acceptance of the Public Improvements and written approval of the Private Improvements prior to completion of certain of the less critical improvements, as determined and agreed-upon by the Town in its sole discretion. In which case, the Developer may be entitled to obtain building permits prior to completion of all the Subdivision Improvements, assuming satisfaction of the remaining terms of this Agreement and based on conditions otherwise set forth herein.

5.4 ***Maintenance, Repair and Replacement:*** Until Final Acceptance of the Public Improvements, Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer’s expense. If, within ten (10) days after Developer’s receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements at Developer’s expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter or the Town may charge Developer for the costs thereof. In case of emergency,

as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee. Notwithstanding the foregoing, upon Initial Acceptance, the Town shall be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.) and the Developer shall be responsible for all maintenance, repairs and replacement of the Private Improvements.

5.5 ***Final Acceptance:*** Two (2) years after the Town's Initial Acceptance of the Public Improvements, which time period may be extended in the Town's discretion due to remedial or repair work that may be necessary in the first two (2) years by providing written notice to Developer, Developer shall make a written request to the Town Manager for a final inspection of the Public Improvements ("Final Acceptance"). If the Town Engineer determines that the Public Improvements are free of defects in materials and workmanship and have been repaired and maintained to the extent required, the Town Manager shall provide a written certification of completion and Final Acceptance. If the Town Engineer determines that the Public Improvements are not free of defects in materials and workmanship and have not been repaired and maintained to the extent required, the Town Manager shall issue a written notice of non-compliance specifying the defects. Developer shall take such action as is necessary to cure the noncompliance and, upon curing the same, provide a new written request to the Town Manager for a final inspection of the Public Improvements. Failure of the Developer to make a timely request for Final Acceptance shall not limit the Town's rights hereunder nor shall it limit the Town's right to utilize or operate the Public Improvements as the Town deems appropriate.

5.6 ***Dedication and Maintenance of Subdivision Improvements:*** Upon Final Acceptance of the Subdivision Improvements: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained, as appropriate and otherwise authorized and approved by the Town, by the Developer or the homeowner's association; and (3) the Dry-Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the homeowner's association or the appropriate public utility company.

WATER AND SEWER SERVICE

6.1 The Town and Developer shall enter into a Water and Sewer Service Agreement setting forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a commitment by the Town for water and sewer service to the Development. The Water and Sewer Service Agreement, whenever executed, shall be incorporated into this Agreement and made a part hereof.

BUILDING PERMITS

7.1 The Town shall not issue building permits or install water meters for the Development until: (1) the Final Plat has been recorded with the Weld County Clerk and Recorder; (2) Developer has paid all applicable use tax due and owing to the Town and all other fees required

by the Town, including but not limited to water and tap fees, impact fees and storm drainage fees; (3) Developer has received written notice of Initial Acceptance of the Public Improvements and written notice of approval of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete; (4) meter and curb stop pass inspection; (5) the parties have entered into a Water and Sewer Service Agreement; (6) all terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, the Town may, in its sole discretion, issue building permits prior to completion of certain of the less critical Subdivision Improvements, as determined by the Town in its sole discretion, on the condition that such improvements be completed prior to the issuance of certificates of occupancy.

7.3 If at any time the Town determines that Developer is not in compliance with this Agreement, the Final Plat, the Resolution or the Approved Plans, the Town may withhold the issuance of building permits.

OPERATION STANDARDS

8.1 The operation of construction equipment outside an enclosed structure shall be prohibited between the hours of 8:00 p.m. and, on weekdays, the hour of 7:00 a.m. or, on weekends and legal holidays, the hour of 8:00 a.m. The Town Manager may, upon written application, alter the hours of operation for good cause by providing written notice to Developer.

8.2 The operation of construction equipment for the purpose of grading or constructing either surface improvements or underground utilities, either public or private, shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends. The Town Manager may, upon written application, alter the hours of operation for good cause by providing written notice to Developer.

8.3 Developer agrees to control all weeds growing within the Development. Developer further agrees to use the appropriate herbicide and undertake mowing of the property within the Development.

8.4 Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, dirt and mud caused by Developer's operation. Developer shall remove such waste material, rubbish, dirt and mud no less than weekly and, at the completion of the work, shall promptly remove all debris waste materials, rubbish, dirt, mud, tools, construction equipment, machinery, building materials, trash containers, and portable toilets from the public right-of-way.

8.5 When the Town Engineer provides written notice that erosion, by wind or water, is likely to be an issue, Developer shall install temporary or permanent erosion control into the Development at the earliest practicable time. By way of explanation and without limitation, said

control may consist of seeding of approved grasses, temporary dikes, gabions or other similar devices.

8.6 In the event that Developer fails to perform the work specified in Paragraphs 8.3, 8.4 or 8.5 within a reasonable time period after receiving written notice from the Town, not to exceed ten (10) days for the work specified in Paragraphs 8.3 and 8.4, the Town may, in addition to other remedies, including those set forth in Paragraph 7.3, perform the work required and charge Developer for said cost. Developer shall pay the Town for all costs incurred by the Town in the performance of the above said service within ten (10) days of the Town submitting an invoice for said services. If Developer does not remit the costs, in addition to other remedies, the Town may draw on the Maintenance Guarantee.

8.7 Developer hereby ensures that Developer's subcontractors shall cooperate with the Town's construction inspectors in all manners, including, but not limited to, by ceasing operations when winds are of sufficient velocity to create blowing dust which the Town, in its discretion, determines is hazardous to the public health and welfare.

8.8 Developer shall take all steps necessary to prevent its construction activities from damaging adjacent properties.

DEVELOPMENT STANDARDS

9.1 Developer shall comply with the requirements contained in the Annexation Agreement related to the Property, except as specifically amended by this Agreement.

9.2 Except as otherwise provided in this Agreement, the Final Plat, the Resolution or Approved Plans, Developer shall comply with Johnstown's municipal code, zoning ordinances, subdivision regulations, landscape guidelines and, if operative with respect to the Development, the approved design guidelines.

9.3 Appropriate design standards must be met including, but not limited to, the following:

- A. Developer shall submit detailed elevations showing architectural features of the proposed dwelling units. Architectural features, elevations and home sites shall have prior approval of the Town. Such approvals shall not be unreasonably withheld.
- B. All proposed multi-family areas and all other areas not planned for detached single family units must be the subject of a Site Development Plan to be reviewed and approved by the Town prior to any construction being performed.

- C. All off-street parking structures or pads shall be provided to the rear of the front setback. Driveways leading to the off-street parking may be constructed within the front setback and may also be used for parking.
- D. In areas built with single family homes, no individual unit shall be built with the same elevation within three (3) of itself on both sides of the street and all units shall have at least a two-car garage, except the multi-family homes.
- E. In areas built with single family homes, at least twenty-five percent (25%) of the facade of each dwelling unit, excluding windows, doors, and garage doors, shall be of masonry, stone, brick, or an equivalent. All roofs shall have thirty (30) year architectural style shingles. Any shingle type or style other than architectural style shingles shall be submitted to the Town for prior approval, but three-tab conventional asphalt shingle roofing shall not be permitted.
- F. All trails within the Development must be a minimum of ten (10) feet wide and six (6) inches thick and constructed of concrete. Interior sidewalks shall be a minimum of five (5) feet wide, four (4) inches thick and constructed of concrete.
- G. To provide for emergency vehicular access, no structure shall be located in excess of one hundred and fifty feet (150'), excluding cul-de-sacs, from a single point of vehicular access unless an approved temporary second point of vehicular access is provided.
- H. Current Municipal Code required setbacks must be met, including, but not limited to, setback requirements for oil and gas facilities.
- I. A thirty-foot landscape buffer and a ten-foot meandering sidewalk, which shall be six inches thick, shall be constructed along any proposed arterial roads. The landscape buffer shall be landscaped with deciduous trees and evergreens along with deciduous shrub beds and bluegrass in accordance with the Town's approved landscape plan. Curb and gutter shall be provided in the same locations as the before mentioned sidewalks and landscape buffers. All local streets shall have five-foot attached sidewalks and collector streets shall have five-foot detached sidewalks and shall be landscaped with trees and grass.

9.4 All Final Plat and construction drawings shall be submitted in mylar, print, and digital form, which must conform to the Town's format and content requirements.

9.5 Developer shall take all necessary steps to prevent its construction activities from harming water quality, water bodies and wetlands. All drainage and holding ponds shall be kept free of standing water by whatever means possible including, but not limited to, pumping water out of any holding ponds.

LIABILITY, INSURANCE AND COST REIMBURSEMENT

10.1 **Indemnification:** Developer hereby agrees to indemnify and hold the Town, Town Officials, its employees, agents, representatives, insurers and self insurance pool harmless from and against any and all suits, demands, actions, damages, liability, losses, claims, fees and expenses, including attorney's fees, resulting or arising in any way from any breach or default of this Agreement or any acts or omissions of Developer, its employees, agents, consultants, representatives or subcontractors, except to the extent caused by gross negligence or willful misconduct of the Town. Developer shall promptly investigate, handle, respond to, and provide defense for and defend against any such liability, claims or demands at the sole expense of Developer. Developer also agrees to bear all costs, expenses and attorney's fees related thereto whether or not such liability, claims or demands are groundless, false or fraudulent.

10.2 **Insurance:** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Subdivision Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, Town Officials, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of three hundred fifty thousand dollars (\$350,000.00) for injury to one person, or nine hundred, ninety thousand dollars (\$990,000.00) for injury to two or more persons in any single occurrence, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Whenever requested by the Town Manager, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and which show the Town, Town Officials, its employees, agents and representatives as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

10.3 **Drainage Liability:** Developer shall indemnify and hold the Town harmless from any liability the Town may have on account of any change in the nature, direction, quantity, or quality of drainage flow resulting from the Development. In addition, Developer shall reimburse the Town for any and all costs, fees, and expenses, including attorney's fees, which the Town incurs in acquiring

any rights-of-way or easements which the Town is required to acquire or condemn or which the Town is held to have acquired or condemned for drainage as a result of this Development. This provision shall survive Final Acceptance and the termination of this Agreement.

10.4 **Tax Liability:** Developer shall pay all outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the Town prior to or at the time of such dedication or conveyance, and shall indemnify and hold the Town harmless from any and all encumbrances, obligations or tax liability incurred prior to the dedication or conveyance to the Town. Any use tax due for construction materials shall be paid prior to construction of any improvements on the Property.

10.5 **Cost Reimbursement to Town:** Developer shall reimburse the Town for professional consultants, including, but not limited to engineers, testing companies and attorneys, engaged by the Town to process and complete the Development.

10.6 **Colorado Governmental Immunity Act:** Nothing in this Agreement shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by the law to the Town, Town Officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended.

DEFAULTS AND REMEDIES

11.1 A default by Developer shall exist if Developer fails to fulfill or perform any material obligation contained in this Agreement, the Final Plat, the Resolution, or the Approved Plans, or Developer fails to comply with the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. In the event of a default, the Town shall deliver written notice to Developer of such default and Developer shall have ten (10) days from receipt of such notice to cure the default. If the default is not of a type that may be cured within such ten (10) day period, Developer may provide written notice to the Town within such period that it is actively and diligently pursuing such cure and Developer shall thereafter have a reasonable time to cure the default, provided that Developer is at all times within that extended period actively and diligently pursuing a cure. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance or Performance Guarantee.

11.2 If the default arises subsequent to Initial Acceptance and the default is not timely cured, the Town may draw on the Maintenance Guarantee. If the default relates to the improvement secured by the Performance Guarantee and the default is not timely cured, the Town may draw on the Performance Guarantee. In addition, and without limitation, if the default is not timely cured, the Town may withhold approval of any or all building permits, certificates of occupancy, water meters or tap hook-ups for any area within the Development. Notwithstanding these rights and remedies,

the Town may pursue whatever additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this Agreement. The Town's remedies shall be cumulative.

11.3 Should Developer default in any obligation under this Agreement, the Town may, in its discretion, complete such Subdivision Improvements at Developer's expense. The Town shall estimate the cost of such improvements and give notice to Developer to pay such cost estimate. The Town shall use such payment for said improvements and refund any money collected in excess of the actual cost of said improvements. Should payment not be made within thirty (30) days of such notice, the Town may assess the amount of the cost estimate, plus ten percent (10%) to defray the cost of collection as provided by state law, to the Property and file a lien against the Property, such lien to have priority over all liens except general taxes and prior special assessments and to be placed upon the tax list for the current year to be collected in the same manner as taxes are collected. The Town may file such lien at any time after said thirty (30) days while Developer is in default of this Agreement.

SPECIAL PROVISIONS

12.1 The Additional Terms, Conditions or Provisions relating to this Development are set forth in **Exhibit B-3**, which is attached hereto, incorporated herein by this reference, and made a part of this Agreement.

12.2 As set forth in Paragraph 3.5 above, Developer or the homeowner's association, as appropriate, shall be responsible for replacement of decorative light fixtures, decorative street signs and all other decorative amenities in the Development when replacement is necessary and warranted over time.

MISCELLANEOUS

13.1 **No Waiver:** Delays in enforcement or the waiver of any one or more breaches of this Agreement by the Town shall not constitute a waiver of any of the remaining terms or obligations.

13.2 **Severability:** If any provisions or parts of this Agreement are judged to be unenforceable or invalid, to the extent practicable, such judgment shall not affect, impair or invalidate the remaining parts of this Agreement, the intention being that the various parts and provisions hereof are severable.

13.3 **Recording of Agreement:** A Notice of this Agreement substantially in the form as shown on **Exhibit E** is to be recorded with the approved Final Plat and shall be a covenant running with and against all the Property, property rights and improvements contained within the Development described in **Exhibit A** in order to put prospective owners, purchasers, successors, assigns, and others acquiring any interest in the property on notice as to the terms and obligations herein. No lots, tracts or parcels may be separately conveyed prior to recording such Notice and the Final Plat.

13.4 **Binding Effect:** Unless otherwise provided herein, this Agreement shall be binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property described in the attached **Exhibit A**, with the exception of a bona fide residential home buyer of a completed owner-occupied home.

13.5 **Transfer or Assignments:** In the event of a sale or transfer of any portion of the Development, except to a bona fide residential home buyer of a completed owner-occupied home, the seller or transferor and the purchaser or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to the transfer or the sale, a written agreement satisfactory to the Town delineating and allocating the various rights and obligations for the Subdivision Improvements has been approved and executed by the Town Council.

13.6 **Title and Authority:** Developer expressly warrants and represents to the Town that it is the record owner of the Property and further represents and warrants that the undersigned has full power and authority to enter into this Agreement. Developer understands that the Town is relying on the representations and warranties contained herein in approving in entering into this Agreement.

13.7 **Notice:** All notices, consents, applications or other instruments provided for under this Agreement shall be deemed properly given and received: (1) when personally delivered and received, when sent by messenger service, or when forwarded by facsimile or email-delivery, but only upon confirmation of receipt of such facsimile or email; (2) on the next day after deposit for delivery with a nationally-recognized overnight courier service; or (3) three business days after deposit in the United States mail, by certified mail with return receipt requested, postage prepaid and addressed as follows:

TO DEVELOPER:

JOHNSTOWN HEIGHTS, LLC
Attention: Bruce Gillam
3047 Argyll Lane
Johnstown, CO 80534

TO TOWN:

TOWN OF JOHNSTOWN
Attention: TOWN MANAGER
450 So. Parish
P. O. Box 609
Johnstown, CO 80534
Facsimile: (970) 587-0141
Email: rcello@townofjohnstown.com

Avi S. Rocklin, Esq.
Law Office of Avi S. Rocklin, LLC
1437 N. Denver Avenue, No. 330
Loveland, CO 80538
Facsimile: (970) 797-1806
Email: avi@rocklinlaw.com

13.8 **Costs and Attorney Fees.** If the Developer breaches this Agreement, the Developer shall pay the Town's reasonable costs and expenses, including attorney's fees, incurred in the enforcement of the terms, conditions and obligations of this Agreement. Nothing herein shall be construed to prevent or interfere with the Town's rights and remedies specified elsewhere in the Agreement.

13.9 **Vested Right.** The Final Plat shall have vested rights pursuant to §§ 24-68-101, *et seq.*, C.R.S. for a period of three (3) years from the date of this Agreement.

13.10 **Warranty of Developer:** Developer warrants that the Subdivision Improvements shall be installed in a good and workmanlike manner and in compliance with the Approved Plans, this Agreement, the Final Plat, the Resolution, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations and shall be substantially free of any defects in materials and workmanship.

13.11 **Governing Law and Venue.** This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown. Venue for any claim, proceeding or action arising out of this Agreement shall be in Larimer or Weld County, Colorado.

13.12 **No Presumption.** Each party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. In the event of any dispute, disagreement or controversy arising from this Agreement, the parties shall be considered joint authors and no provision shall be interpreted against any party because of authorship.

13.13 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings. Any amendment to this Agreement must be in writing and signed by the parties.

13.14 **Compliance with the Law.** Developer shall comply with all federal, state and local laws and regulations in the performance of the obligations under this Agreement.

13.15 **No Third Party Beneficiaries.** No person or entity, other than a party to this Agreement, shall have any right of action under this Agreement including, but not limited to, lenders, lot or home buyers and materialmen, laborers or others providing work, services or materials for the Subdivision Improvements.

13.16 **Force Majeure.** Neither party shall be liable for a failure to perform hereunder if such failure is the result of force majeure, which shall mean causes beyond the reasonable control of a party such as acts of God, labor strikes, war, terrorism, fire or action or inaction of government authorities.

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(Johnstown Heights, Amended Filing No. 3)**

EXHIBITS

TABLE OF CONTENTS

EXHIBIT A:	Legal Description of Subject Property
EXHIBIT B-1:	Copy of Final Plat
EXHIBIT B-2:	Town Resolution Approving Development
EXHIBIT B-3:	Additional Terms, Conditions or Provisions
EXHIBIT C:	Schedule of Public Improvements
EXHIBIT D:	Irrevocable Letter of Credit Form
EXHIBIT E:	Notice (Approval of Final Plan/Plat and of Development Agreement)

EXHIBIT A

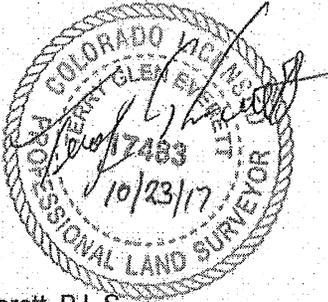
**LEGAL DESCRIPTION
(Development)**

Boundary Description

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 Filing 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 Southeast Quarter of Section 5, Township 4 North, Range 67 17483 West of the 6th Principal Meridian, Town of Johnstown, County of Weld County, State of Colorado:

SURVEYOR'S STATEMENT

I, Terry G. Everett, a professional land surveyor in the State of Colorado, do hereby state that this description is of the lots and tract that are being amended.



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

EXHIBIT B-1

PLAT OR PLAN

(SEE ATTACHED)

AGENDA ITEM 9C

Assignment,

Assumption

And

Bill of Sale

And

Consent and Estoppel Certificate

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 17, 2018

ITEM NUMBER: 9C

SUBJECT: WRI Water Bank Transfer to Clayton Properties Group II, Inc. d/b/a Oakwood Homes: Assignment, Assumption and Bill of Sale (WRI to Clayton) and Consent and Estoppel Certificate

ACTION PROPOSED: Approve Assignment Provision of Assignment, Assumption and Bill of Sale (WRI to Clayton) (Paragraph 2) and Approve Consent and Estoppel Certificate

PRESENTED BY: Town Attorney, Avi Rocklin

AGENDA ITEM DESCRIPTION: On May 7, 2018, the Town of Johnstown ("Town") and WR Investments, LLC ("WRI") entered into a Water Agreement, whereby, among other matters, the Town created a water bank on behalf of WRI containing 610 single-family equivalent water units. In the Water Agreement, the Town expressed its intent and desire that the water would be used for the potable water needs of the Thompson River Ranch development ("Project"). Clayton Properties Group II, Inc. ("Clayton"), the successor to Oakwood Homes and the developer of the Project, entered into an agreement with WRI to purchase the water.

In conjunction with the purchase, Clayton requests that the Town approve the following: (1) the assignment of the 610 SFE Water Credits; (2) the Water Bank established for WRI's benefit and the contingent right to assign the 610 SFE Water Credits to third parties for use within the Town's municipal boundaries, upon request and written approval of the Town (not to be unreasonably withheld), if development finally ceases in the Project and/or the developer of the Project has more water than it needs at the end of the development; (3) the right to use the Hillsborough Water (as defined in the Water Agreement) to meet the Project's raw water irrigation demands for up to 96 acres of irrigated common area and pond evaporation at no cost to the Project development; and (4) the right not to be charged a Water Court transfer fee on the 610 SFE Water Credits (collectively, the "Assigned Interests").

Clayton also requests that the Town execute a Consent and Estoppel Certificate, essentially confirming its consent to Clayton's purchase of the Assigned Interests.

LEGAL ADVICE: The Town Attorney and the Town's Water Attorney reviewed the Assignment, Assumption and Bill of Sale (WRI to Clayton) and Consent and Estoppel Certificate.

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve the Assignment Provision of the Assignment, Assumption and Bill of Sale (WRI to Clayton) (Paragraph 2) and Approve the Consent and Estoppel Certificate.

SUGGESTED MOTION:

MOTION 1:

For Approval: I move to approve the assignment set forth in Paragraph 2 of the Assignment, Assumption and Bill of Sale (WRI to Clayton) and authorize the Mayor to sign it.

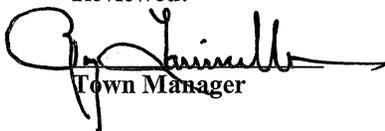
For Denial: I move to deny approval of the assignment set forth in Paragraph 2 of the Assignment Provision of the Assignment, Assumption and Bill of Sale (WRI to Clayton).

MOTION 2:

For Approval: I move to approve the Consent and Estoppel Certificate and authorize the Mayor to sign it.

For Denial: I move to deny approval of the Consent and Estoppel Certificate.

Reviewed:


Town Manager

**Assignment,
Assumption
And
Bill of Sale**

**ASSIGNMENT, ASSUMPTION AND BILL OF SALE
(WRI to Clayton)**

This ASSIGNMENT, ASSUMPTION AND BILL OF SALE (this “**Assignment**”) is entered into on this ____ day of September, 2018 (“**Effective Date**”), between WR INVESTMENT, LLC, a Colorado limited liability company (“**WRI**”), and EXIT 223, LLC a Colorado limited liability company (“**EXIT**”) (WRI and EXIT are referred to herein as “**Assignors**”), and CLAYTON PROPERTIES GROUP II, INC. d/b/a OAKWOOD HOMES, a Colorado corporation (referred to herein as “**Assignee**”). “**Parties**” refers collectively to all Assignors and Assignee, and “**Party**” refers to any one of the Parties.

RECITALS

WHEREAS, Assignors (as Sellers) and Assignee (as Buyer) entered into that certain Water Purchase Agreement dated July 31, 2018, pursuant to which Assignors agreed to convey and sell and Assignee agreed to acquire and purchase “**610 SFE Water Credits**” (as defined therein) and appurtenant rights thereto, pursuant to such deed, assignment and/or other instrument acceptable to the Town of Johnstown (“**Town**”) and the Parties. All capitalized terms that are used herein but not defined herein shall have the meaning given to such terms in the Water Purchase Agreement, which is incorporated herein by this reference.

WHEREAS, the Water Purchase Agreement and closing thereunder was contemplated by that certain Water Agreement between Sellers and the Town effective as of May 7, 2018 (the “**2018 Water Agreement**”), attached hereto as Exhibit A and incorporated herein as referenced below; which water agreement created a water bank for the benefit of WRI (“**Water Bank**”), which Water Bank as established thereby, contains 610 Single Family Equivalent units (“**SFEs**”), as defined in Section 13-63(14) of the Town’s Municipal Code, which 610 SFEs are the “**610 SFE Water Credits**” defined in the Water Purchase Agreement.

WHEREAS, this Assignment satisfies the Town’s desire that the 610 SFE Water Credits be acquired by the developer of the Thompson River Ranch project whose boundaries are generally depicted in the attached Exhibit B (the “**Project**”) to provide potable water service for that Project pursuant to paragraph 1 of the 2018 Water Agreement.

WHEREAS, in accordance with the 2018 Water Agreement, and consistent with the Town’s Municipal Code, Articles III and IV, Chapter 13, the Town will provide 0.5 acre-feet of raw water dedication credit towards the provision of potable water service for each of the 610 SFE Water Credits.

WHEREAS, the 2018 Water Agreement established several rights appurtenant to the 610 SFE Water Credits, which appurtenant rights are also the subject of this Assignment and are specifically identified herein, while other rights in and to the 2018 Water Agreement that are not identified herein are retained by WRI or the Town.

WHEREAS, pursuant to this Assignment, Assignors desire to assign and convey all of Assignors’ right, title and interest in and to the 610 SFE Water Credits, the Water Bank and the

appurtenant rights specifically identified herein, for the Purchase Price set forth in the Water Purchase Agreement.

WHEREAS, Assignee desires to receive the assigned interests, succeed to all rights and benefits thereof, and assume all duties and obligations thereof.

NOW THEREFORE, in consideration of the Purchase Price and other good and valuable consideration, Assignors and Assignee hereby effect the Assignment as set forth in the Water Purchase Agreement as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into the operative provisions of this Assignment by this reference as if such recitals were set forth herein in full.

2. Assignment. Effective as of the Effective Date, Assignors hereby assign, sell, transfer, set over, quit claim and convey unto Assignee, its successors and assigns forever, all of Assignors' right, title and interest in and to the following (collectively, the "**Assigned Interests**"):

- a. The 610 SFE Water Credits.
- b. The following provisions of the 2018 Water Agreement creating rights appurtenant to the 610 SFE Water Credits:
 - i. The Water Bank established for Assignor's benefit; and the contingent right to assign the 610 SFE Water Credits to third parties for use within the Town's municipal boundaries, upon request and written approval of the Town (not to be unreasonably withheld), if development finally ceases in the Project and/or the developer of the Project has more water than it needs at the end of the development, consistent with paragraph 1 of the 2018 Water Agreement.
 - ii. The right to use Hillsborough Water (as defined therein) to meet the Project's raw water irrigation demands for up to 96 acres of irrigated common area (as currently contemplated and generally shown on the map attached hereto as Exhibit C) and pond evaporation at no cost to the Project development, as set forth in paragraph 2 of the 2018 Water Agreement.
 - iii. The right not to be charged a Water Court transfer fee on the 610 SFE Water Credits, as set forth in paragraph 7 of the 2018 Water Agreement.

3. Assumption. As of the Effective Date, Assignee hereby accepts the Assigned Interests and all benefits thereof; and assumes all duties and obligations of Assignors in and to the Assigned Interests arising from and after the Effective Date. Assignee shall have no greater rights in and to nor any greater benefits under the Assigned Interests than Assignors. Assignee

assumes any remaining water dedication requirements for the Project other than as set forth above, as set forth in Paragraph 9 of the 2018 Water Agreement (collectively, the “**Assumed Interests**”).

4. Indemnification. Assignors agree to and shall indemnify and hold Assignee harmless from and against any and all actions, claims, demands, losses, liabilities, damages and expenses (including reasonable attorneys' fees) arising out of or relating to Assignors’ failure to perform any of its duties or obligations pursuant to the Assigned Interests prior to the Effective Date. Assignee agrees to and shall indemnify and hold Assignors harmless from and against any and all actions, claims, demands, losses, liabilities, damages and expenses (including reasonable attorneys' fees) arising out of or relating to Assignee’s failure to perform any of its duties or obligations pursuant to the Assumed Interests from and after the Effective Date.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

6. Assignment of Augmentation Plan Decree and Return Flow Pipeline to the Town. Assignors agree to assign, quit claim, sell and convey to the Town, subject to paragraph 2 of the 2018 Water Agreement and acceptance by the Town, the rights and obligations to operate and manage the Plan for Augmentation, as defined in 14CW3160 Decree, including the associated appropriate rights of exchange and the Wiens Ranch Return Flow Water Right as described therein, and further agree to dedicate the Return Flow Pipeline and related measuring devices and infrastructure to the Town (collectively, the “**Augmentation Plan and Infrastructure**”). Should the Town decline to accept such assignment and dedication or should the same not close on or before February 28, 2019, then WRI agrees, pursuant to a subsequently executed assignment, to assign, quit claim, sell and convey to Clayton or its designee all such rights in the Augmentation Plan and Infrastructure, so that Clayton or its designee may operate the Plan for Augmentation as needed to provide for the Project’s raw water irrigation and augmentation of the irrigation pond evaporation under the 14CW3160 Decree, as contemplated in paragraph 2 of the 2018 Water Agreement.

ASSIGNORS:

WR INVESTMENT, LLC, and EXIT 223, LLC,
Colorado limited liability companies

Date: _____

By: _____

Timothy D. Wiens, Manager

ASSIGNEE:

CLAYTON PROPERTIES GROUP II, INC., d/b/a
OAKWOOD HOMES, a Colorado limited liability
company

Date: _____

By: _____

Name: _____

Position: _____

By its signature below, the Town consents to the Assignment set forth in Paragraph 2, accepts
and will honor same in accordance with its terms.

TOWN OF JOHNSTOWN, a Colorado home rule
municipality

Date: _____

By: _____

Name: _____

Position: _____

EXHIBIT A

2018 Water Agreement

**WATER AGREEMENT
BETWEEN
THE TOWN OF JOHNSTOWN AND W.R. INVESTMENT, LLC**

This Water Agreement, effective on the date fully executed below, is hereby entered into between the Town of Johnstown, a Colorado home rule municipality ("Town") and W.R. Investment, LLC, a Colorado limited liability company ("WRI") (Town and WRI are collectively referred to herein as "Parties" and may individually be referred to as "Party").

WHEREAS, the Parties previously entered in a Water and Sewer Service Agreement dated January 4, 2006 ("WSSA"), and a Reusable Effluent Designation Agreement dated December 15, 2014 ("Effluent Agreement") (the WSSA and Effluent Agreement are collectively referred to as the "Prior Agreements").

WHEREAS, the Prior Agreements include various obligations by the Parties regarding water service for the Thompson River Ranch Project ("Project"), including a change in use of certain Hillsborough Ditch water rights dedicated by WRI to the Town ("Hillsborough Water").

WHEREAS, on January 16, 2017, WRI obtained a final decree in Case No. 14CW3160 ("14CW3169 Decree") that changed the Hillsborough Water to allow its use for the Project and by the Town as was contemplated by the Prior Agreements.

WHEREAS, a dispute has arisen regarding how to implement the Prior Agreements after the 14CW3169 Decree and how to credit WRI for the changed Hillsborough Water.

WHEREAS, the Parties have resolved their dispute in an amicable and mutually acceptable manner as set forth herein.

NOW THEREFORE, for good and valuable consideration which includes the mutual promises and compromises included herein, the Parties do hereby agree as follows:

1. Water Bank. The Town hereby creates a "Water Bank" for the benefit of WRI containing 610 Single Family Equivalent ("SFE") water units, as that term is defined in Section 13-63 of the Town's Municipal Code (hereinafter "SFE Water Credits"). Consistent therewith and with other provisions of Articles III and IV of Chapter 13 of the Town's Municipal Code, the Town will provide 0.5 acre-feet of raw water credit for each of the SFE Water Credits. The form of the Water Bank is attached hereto as **Exhibit A**.

The Parties recognize and agree that, as a material term of this Agreement, the Town desires a good faith effort by WRI to use the SFE Water Credits for the Project. Based on that understanding, the SFE Water Credits may be sold and/or assigned by WRI to the developer of the Project for use at the Project. Once the Project is complete or sufficient water is dedicated for the full build-out of the Project, WRI (or the developer of the Project if WRI already assigned the SFE Water Credits to the developer) may use any of the remaining SFE Water Credits, or sell such SFE Water Credits for use, to supply other needs within the municipal boundaries of the Town.

Notwithstanding the foregoing, if, after employing good faith efforts, WRI is unable reach an agreement to sell the SFE Water Credits to the developer of the Project at fair market value, WRI shall be entitled to use the SFE Water Credits, or sell the SFE Water Credits for use by any third parties, as long as the SFE Water Credits are used within the municipal boundaries of the Town ("Alternative Use"). If WRI desires to pursue the Alternative Use of the SFE Water Credits, WRI must first provide thirty (30) days written notice to the Town outlining its good faith efforts consistent with this paragraph. WRI's good faith efforts under this paragraph are satisfied if it has made an offer to the developer of the Project for the sale of the SFE Water Credits at fair market value and the developer has either rejected that offer or not responded in a timely fashion (to include a minimum of sixty (60) days). The fair market value of the SFE Water Credits is a price consistent with the price of other water supplies available at that time that are acceptable to the Town and needed to generate the same amount of SFE Water Credits, including without limitation Home Supply Shares, after taking into account any requirements of the Town's Municipal Code needed to convert that water into acceptable raw water credit for SFE's. WRI shall not be entitled to sell the SFE Water Credits to a third party for the Alternative Use merely because the third party is willing to pay more than the developer of the Project is willing to pay, unless WRI's good faith efforts to sell the SFE Water Credits to the Project developer for the fair market value were unsuccessful. If the developer of the Project desires to purchase the SFE Water Credits incrementally over time as the Project develops, WRI shall accommodate that request as part of its good faith efforts, as long as the developer of the Project recognizes that the fair market value of the SFE Water Credits may increase during the delayed acquisition and WRI shall be entitled to sell the SFE Water Credits at the fair market value existing at the time of the sale. The Alternative Use contingency in this paragraph shall not be construed as affecting any contractual obligations that may already exist between WRI and the Project developer regarding the purchase of the SFE Water Credits from WRI for the Project.

Once a third party acquires the SFE Water Credits consistent with this Agreement, whether the developer of the Project or another entity under the Alternative Use, the SFE Water Credits are fully assignable for use within the Town's municipal boundaries. Notwithstanding the foregoing, the SFE Water Credits may not be sold for mere investment purposes, but only sold to a third party under the Alternative Use based on the third party's then existing good faith intent to use the water. The Town will endeavor to direct developers in need of SFE credits to WRI's Water Bank.

2. Town's Use of Hillsborough Water. The Hillsborough Water dedicated to the Town in the WSSA is hereby fully allocated to the Town rather than the Project, and the Town has the unfettered right to use that water in its discretion, but subject to (A) the use of the Hillsborough Water to meet the Project's raw water irrigation demands (up to 96 acres of irrigated common area) and pond evaporation at no cost to the Project development for the water; and (B) the terms and conditions of the 14CW3160 Decree. This paragraph does not change the requirement that a portion of the Hillsborough Water must be used to maintain return flow obligations under the 14CW3160 Decree or the use of the Town's reusable effluent to maintain return flow obligations under the 14CW3160 Decree.

3. Return Flow Pipeline. WRI is in the process of completing construction of a pipeline from the Hillsborough Ditch to the Big Thompson River and related measuring devices as contemplated by the 14CW3160 Decree (collectively, "Return Flow Pipeline"). The Town is hereby allowed

full use of any excess capacity of the Return Flow Pipeline not used under the 14CW3160 Decree. The Return Flow Pipeline will either be dedicated to the Town or to one of the Thompson Crossing Metropolitan Districts ("District"). If the Return Flow Pipeline is dedicated to the District, the dedication shall be subject to this Agreement and the Town's right to use the Return Flow Pipeline as set forth herein, and subject to good faith negotiations with the Town regarding an operations and maintenance agreement, providing, among other requirements, for the Town's right to use of the Return Flow Pipeline as set forth herein. To the extent any approval of the Return Flow Pipeline is required for its use under the 14CW3160 Decree, WRI will obtain that approval in 2018. Without limiting the possibility of a different arrangement, the Parties intend that the 14CW3160 Decree and its responsibilities will be assigned to whichever entity obtains title to the Return Flow Pipeline.

4. Partial Infrastructure Cost Reimbursement. For the next 305 building permits issued by the Town for residential homes to be constructed at the Project, beginning with Filing No. 9 for the Project, the Town agrees to pay WRI \$4,600 per building permit. The Town will submit the payments to WRI on a monthly basis along with an accounting of building permits issued for the Project during the preceding month.

5. Interpretation with Prior Agreements. To the extent there is any conflict between this Agreement and the Prior Agreements, this Agreement supersedes and replaces the conflicting provision(s) of the Prior Agreements.

6. Costs and Fees. On or about February 7, 2013, the Town and WRI entered into a Cost Agreement pertaining to the water dedicated pursuant to the WSSA. No additional funds or payments are owed to the Town under said Cost Agreement. Further, the Parties will incur their own costs and fees in resolving their differences under the Prior Agreements and in entering into this Agreement.

7. Water Court Transfer Fee. The Town shall not impose a Water Court transfer fee on the 610 SFE Water Credits in the Water Bank created for WRI.

8. Satisfaction and Release. Upon completion of the Return Flow Pipeline and conveyance thereof to the Town or the District as described above, the Parties agree that WRI has met any and all of its obligations under the Prior Agreements regarding the dedication of the Hillsborough Water. WRI shall not be obligated to build or help pay for the storage facilities described in Paragraph 4 of the WSSA, or the pipeline described in Paragraph 5 of the WSSA, or any other water infrastructure described in the WSSA. WRI shall also have no further obligation to change the Hillsborough Water or seek additional exchanges of the Hillsborough Water beyond what is contained in the 14CW3169 Decree. The Parties also agree that the Town has met any and all of its obligations under the Prior Agreements to accept the changed Hillsborough Water for the Project through the provisions of this Agreement and the Town's subsequent implementation thereof, and the Town is not required to convey any previously dedicated water for the Project to WRI. Any claims that currently exist related to any matters addressed by this Agreement are fully released.

9. Remaining Water Dedication Requirements for Project. The Parties acknowledge that the Water Bank SFE Water Credits for the Hillsborough Water if acquired by the Project developer as discussed above, and the other water dedicated to the Town for the Project pursuant to the WSSA and by the Project developer after the WSSA, will likely not meet the full SFE build-out for the Project, and the developer of the Project, not WRI, will be required to dedicate additional water to the Town if needed to make up any shortfall in the Project's SFE credits.

9. Timing is of the Essence. This Agreement will be presented to the Town Council on May 7, 2018, and the Town will utilize best efforts to take final action on the Agreement on that date, but not later than May 21, 2018. If this Agreement is not fully executed by the Parties on or before May 21, 2018, it is of no force and effect.

10. Miscellaneous.

- A. This Agreement supersedes all prior negotiations between the Parties concerning the matters addressed herein.
- B. The Parties will coordinate in good faith to draft and execute any documents contemplated herein or needed to effectuate the intent hereof.
- C. This Agreement shall not be modified except in writing executed by each of the Parties.
- D. The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Colorado, and venue shall be in Larimer or Weld County, Colorado, for any litigation.
- E. In the event of any dispute arising under this Agreement, unless otherwise agreed, the Parties shall submit the matter to mediation prior to commencing litigation. The cost of the mediation shall be split equally between the Parties.
- F. In the event of litigation arising from this Agreement, the prevailing party, to the extent permitted by law, shall be entitled to reasonable attorney fees.
- G. Each person executing this Agreement for a Party represents and warrants that he or she has been duly authorized to execute this Agreement by said Party and has the authority to bind by that Party to the terms and conditions hereof.

Executed on the dates set forth below.

W.R. INVESTMENT, LLC

Tim Wiens
Timothy D. Wiens, Manager

Dated: 5-2-18

TOWN OF JOHNSTOWN

Scott James
Scott James, Mayor

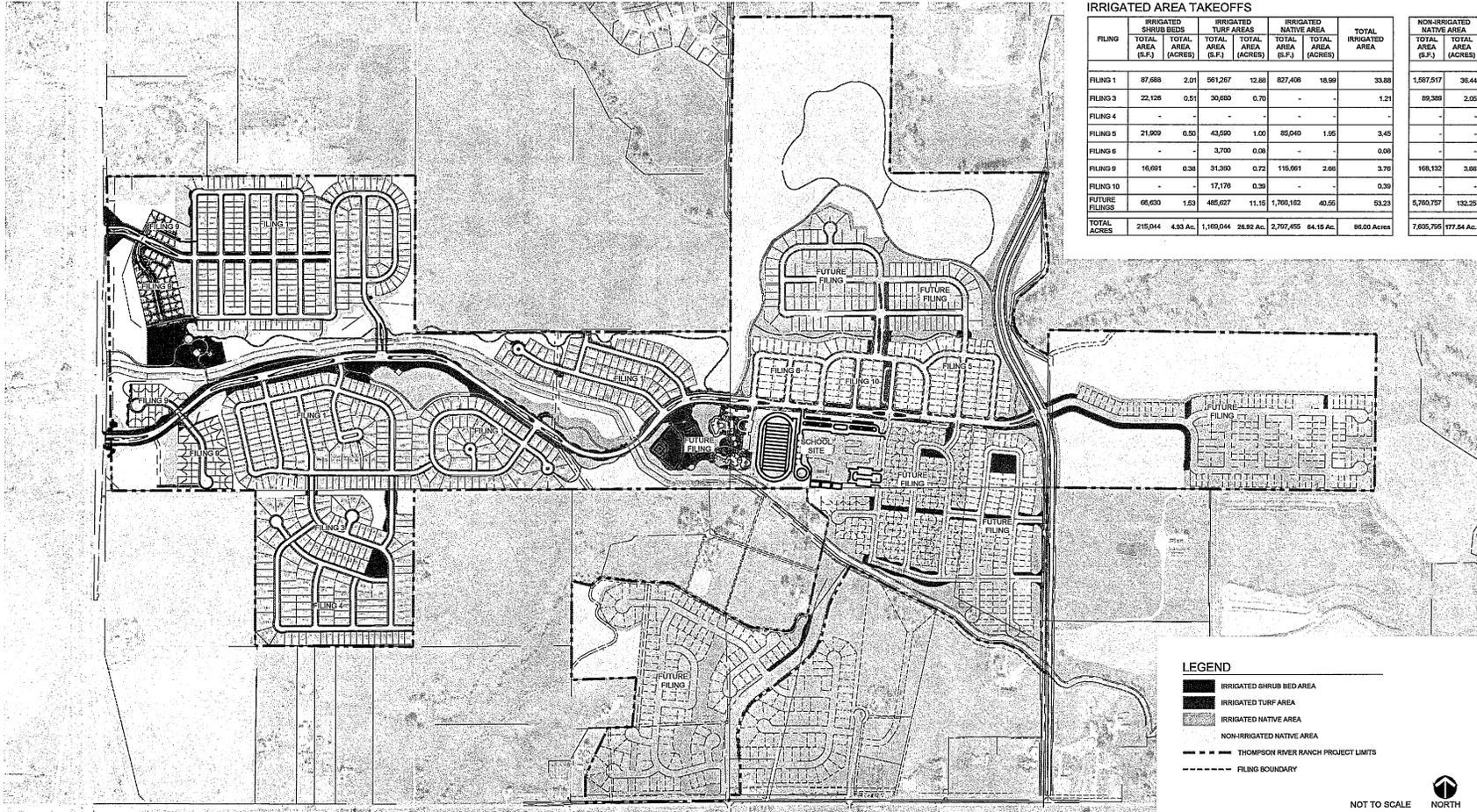
5/7/18



Diana [unclear]
Diana [unclear], Town Clerk

EXHIBIT B

Map



IRRIGATED AREA TAKEOFFS

FILING	IRRIGATED SHRUB BEDS		IRRIGATED TURF AREAS		IRRIGATED NATIVE AREA		TOTAL IRRIGATED AREA	NON-IRRIGATED NATIVE AREA	
	TOTAL AREA (S.F.)	TOTAL AREA (ACRES)	TOTAL AREA (S.F.)	TOTAL AREA (ACRES)	TOTAL AREA (S.F.)	TOTAL AREA (ACRES)		TOTAL AREA (S.F.)	TOTAL AREA (ACRES)
FILING 1	87,688	2.01	561,267	12.88	827,408	18.99	33.88	1,587,517	36.44
FILING 3	22,128	0.51	30,680	0.70	-	-	1.21	89,389	2.05
FILING 4	-	-	-	-	-	-	-	-	-
FILING 5	21,909	0.50	43,690	1.00	89,040	1.95	3.45	-	-
FILING 6	-	-	3,700	0.08	-	-	0.08	-	-
FILING 9	16,691	0.38	31,390	0.72	115,691	2.66	3.76	168,132	3.86
FILING 10	-	-	17,178	0.39	-	-	0.39	-	-
FUTURE FILINGS	66,630	1.53	485,627	11.15	1,709,162	40.55	53.23	5,760,757	132.25
TOTAL ACRES	215,044	4.93	1,188,044	26.93	2,797,455	64.15	86.00	7,826,756	177.54

- LEGEND**
- IRRIGATED SHRUB BED AREA
 - IRRIGATED TURF AREA
 - IRRIGATED NATIVE AREA
 - NON-IRRIGATED NATIVE AREA
 - THOMPSON RIVER RANCH PROJECT LIMITS
 - FILING BOUNDARY

NOT TO SCALE
 NORTH

Thompson River Ranch - Preliminary Irrigated Areas

Johnstown, CO
 Oakwood Homes
 August 24, 2018
 Project #16055

Architecture ■ Planning & Entitlements ■ Visual Media ■ Landscape Architecture ■ Real Estate Advisory

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**Consent
And
Estoppel Certificate**

CONSENT AND ESTOPPEL CERTIFICATE

The undersigned, Town of Johnstown, a Colorado home rule municipality (the “**Town**”), hereby warrants, represents and certifies to and agrees with (a) WR INVESTMENT, LLC, a Colorado limited liability company (“**WRI**”), and (b) CLAYTON PROPERTIES GROUP II, INC. d/b/a OAKWOOD HOMES, a Colorado corporation (“**Clayton**”) regarding the following statements set forth below in this Consent and Estoppel Certificate (the “**Certificate**”).

The Town acknowledges and is aware that Clayton and WRI have entered into a Water Purchase Agreement (the “**Clayton Contract**”) pursuant to which Clayton intends to purchase all of WRI’s right, title and interest in and to (a) 610 SFE Water Credits standing in the name of WRI on the Town’s books and records and (b) all Appurtenant Rights thereto, as those terms are defined below.

The “**610 SFE Water Credits**” has the meaning set forth in the May 7, 2018 Water Agreement between the Town and WRI (the “**2018 Water Agreement**”). The “**Appurtenant Rights**” consist of the following interests described in the 2018 Water Agreement: (1) the Water Bank established for WRI’s benefit; and the contingent right to assign the 610 SFE Water Credits to third parties for use within the Town’s municipal boundaries, upon request and written approval of the Town (not to be unreasonably withheld), if development finally ceases in the Thompson River Ranch Project within the area shown on the attached Exhibit A (the “**Project**”) and/or Clayton has more water than it needs at the end of the development of the Project, consistent with paragraph 1 of the 2018 Water Agreement; (2) the right to use the Hillsborough Water (as defined therein) to meet the Project’s raw water irrigation demands for up to 96 acres of irrigated common area (as currently contemplated and generally shown on the map attached hereto as Exhibit B) and pond evaporation at no cost to the Project development for the water, as set forth in paragraph 2 of the 2018 Water Agreement; and (3) the right not to be charged a Water Court transfer fee on the 610 SFE Water Credits, as set forth in paragraph 7 of the 2018 Water Agreement. All other rights contained in the 2018 Agreement that are not specifically included in the above-described Appurtenant Rights are fully retained and reserved by WRI or the Town.

As a condition to closing on the Clayton Contract, Clayton is requesting that (a) the Town confirm the matters set forth in this Certificate and (b) consent to the transfer and assignment by WRI to Clayton of the 610 SFE Water Credits and the Appurtenant Rights. The Town hereby consents, warrants, represents, certifies to and agrees with, the statements set forth below in this Certificate. Capitalized terms not defined herein have the meaning set forth in the 2018 Water Agreement.

1. Based on the 2018 Water Agreement, WRI has full power and authority to transfer or assign any and all of the 610 SFE Water Credits to Clayton for use within the Project; and, pursuant to paragraph 7 of the 2018 Water Agreement, there shall be no Water Court transfer fee charged by the Town in connection with the 610 SFE Water Credits.

2. The Town hereby consents to the transfer and assignment by WRI to Clayton of the 610 SFE Water Credits and the Appurtenant Rights; the Town will recognize and honor such transfer and assignment of the 610 SFE Water Credits in accordance with its terms; and will, upon notice thereof, reflect such transfer and assignment to Clayton on the Town's books and records pertaining to the Water Bank. In accordance with the 2018 Water Agreement, and consistent with the Town's Municipal Code, Articles III and IV, Chapter 13, the Town will provide 0.5 acre-feet of raw water credit for each of the 610 SFE Water Credits.

3. WRI's right, title and interest in and to the 610 SFEs and the Appurtenant Rights are in full force and effect and there are no outstanding financial obligations owed by WRI to the Town in connection with the same.

4. To the best information, knowledge and belief of the Town, there are no existing or claimed conditions which are or with the passage of time would constitute a default or violation by WRI under the 2018 Water Agreement, which would preclude or limit the assignability, transferability or validity of the 610 SFE Water Credits and Appurtenant Rights.

5. The Town acknowledges that Clayton is and will be relying on this Certificate in proceeding with the purchase of the 610 SFE Water Credits and Appurtenant Rights.

6. The Town expressly states and avers that the execution of this Certificate is conditioned upon the understanding that, upon the transfer and assignment by WRI to Clayton of the 610 SFE Water Credits and the Appurtenant Rights, Clayton's rights under the 2018 Water Agreement shall not be greater than WRI's rights thereunder and that WRI shall no longer have any rights to the 610 SFE Water Credits or the Appurtenant Rights, as those terms are specifically defined above, while other provisions of the 2018 Water Agreement will remain unaffected by said transfer and assignment.

The undersigned hereby certifies that the certifications set forth above are true as of the date hereof.

Dated as of the _____ date of September, 2018.

TOWN OF JOHNSTOWN, a Colorado home rule municipality

By: _____
Scott James, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

**EXECUTIVE
SESSION**