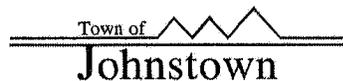


TOWN COUNCIL

MEETING

PACKET

April 18, 2016



Town Council

Agenda

Monday, April 18, 2016
Town Hall, Council Chambers
450 So. Parish Avenue
7:00 PM



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

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

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

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

- 6) **CONSENT AGENDA**
 - A) Town Council's Meeting Minutes – April 4, 2016
 - B) Payment of Bills
 - C) March Financial Statements
 - D) Resolution No. 2016-02, Approving an Amendment to the 2534 Design Guidelines Land Use Plan to Allow Multi-Family Residential Development on Specific Lots in Area B.1
 - E) Resolution No. 2016-03, Approving Final Site Development Plan for Clearview PUD, Fifth Filing
- 7) **STAFF REPORTS**
- 8) **OLD BUSINESS**
 - A) Consider Operations and Maintenance Intergovernmental Agreement for Johnstown Plaza

8-1) ADJOURN

- 9) **NEW BUSINESS**
 - A) Administer Oath of Office – Newly Elected Mayor and Council Members
 - B) Roll Call
 - C) Agenda Approval
 - D) Recognition of Outgoing Mayor
 - E) Appointment of Mayor Pro Tem
 - F) Reappointment of Town Attorney
 - G) Reappointment of Municipal Court Judge
 - H) Consider Resolution No. 2016-04, Expressing the Commitment of the Town Council to the Construction of a Community Recreation Center

10) COUNCIL REPORTS AND COMMENTS

11) MAYOR'S COMMENTS

12) ADJOURN

AGENDA ITEMS 6A-E

CONSENT

AGENDA

- **Council Minutes – April 4, 2016**
 - **Payment of Bills**
 - **March Financial Statements**
 - **Resolution No. 2016-02**
(Amendment to 2534 Design Guidelines
Land Use Plan)
 - **Resolution No. 2016-03**
(Approving Final Site Development Plan)
(Clearview PUD, Fifth Filing)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 18, 2016

ITEM NUMBER: 6A-E

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

- A) Town Council Minutes-April 4, 2016
- B) Payment of Bills
- C) March Financial Statements
- D) *Resolution No. 2016-02, Approving an Amendment to the 2534 Design Guidelines Land Use Plan to Allow Multi-Family Residential Development on Specific Lots in Area B.1
- E) **Resolution No. 2016-03, Approving the Final Site Development Plan for Clearview PUD, Fifth Filing

*The Resolution merely memorializes the decision of the Town Council that was approved by Council on March 7, 2016.

**The Resolution merely memorializes the decision of the Town Council that was approved by Council on April 4, 2016.

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

FINANCIAL ADVICE: N/A

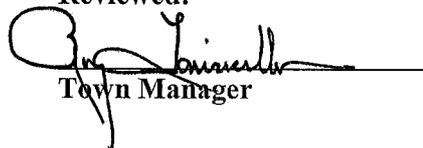
RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

For Denial:

Reviewed:


Town Manager

**COUNCIL
MINUTES**

The Town Council of the Town of Johnstown met on Monday, April 4, 2016 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Romanowski led the Pledge of Allegiance.

Roll Call:

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

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

Agenda Approval

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

Recognitions and Proclamations

The Roosevelt High School Robotics Program was honored for their successful accomplishments.

Consent Agenda

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

- March 21, 2016 Town Council meeting minutes

Motion carried with a unanimous vote.

New Business

A. Continued Public Hearing – Clearview PUD Multi- Family Final Site Development Plan Filing No. 5 – Clearview Holdings, LLC, c/o Journey Homes, LLC, submitted a request for approval of a final site development plan for land located in the north central part of the Clearview PUD. On February 1, 2015 Town Council held a public hearing and voted to continue the hearing until April 4.

Mayor Romanowski opened the Public Hearing at 7:23 p.m.

The following individuals spoke in favor of the Site Development Plan: Jim Hatfield and Vernice Thomas.

No one spoke in opposition of the amendment. Mayor Romanowski closed the hearing at 7:52 p.m.

Councilmember Mellon made a motion seconded by Councilmember Lebsack to approve the Clearview PUD, Multi-family Final Site Development Plan Filing No. 5 conditional upon all

Planning and Zoning conditions being met and the raw water irrigation system be resolved prior to April 1, 2017 or the applicant will need to inform the town council the status of the system prior to February 1, 2017. Motion carried with a unanimous vote.

B. Consider Water and Sewer Service Agreement – Clearview PUD Filing No. 5 – The applicant Clearview Holdings, LLC submitted a Water and Sewer Demand Analysis as per requirements. Based upon the analysis with the proposed construction of 8 multi-family buildings and 56 dwelling units along with 2.2 acres of irrigated landscaping the domestic water requirement is 21.73 acre feet per year. Home Supply water rights are to be dedicated and water court transfer fees in the amount of \$6,450.00 to be paid. Councilmember Lebsack made a motion seconded by Councilmember Molinar Jr. to approve the Water and Sewer Service Agreement for Clearview PUD, 5th Filing and authorize the Mayor to sign it. Motion carried with a unanimous vote.

There being no further business to come before the council the meeting adjourned at 8:15 p.m.

Mayor

Town Clerk/Treasurer

**PAYMENT
OF
BILLS**

BILLS SUBMITTED FOR PAYMENT- APRIL 2016

ACE HARDWARE	\$	400.00	(EST)
ALTERNATIVE ELEVATIONS LLC	\$	200.00	
AMERICAN PLANNING ASSOCIATION	\$	400.00	
APPLIED INDUSTRIAL	\$	437.40	
ARAPAHOE RENTAL	\$	8.00	
ATLAS BUSINESS SOLUTIONS, INC	\$	540.00	
AVALIS WAYFINDING SOLUTIONS	\$	213.22	
BRANDON COPELAND	\$	545.00	
CASELLE	\$	686.00	
CENTURY LINK	\$	328.54	
CINTAS	\$	374.05	
CIRSA	\$	44,118.25	
CITY OF GREELEY	\$	500.00	
COLORADO ANALYTICAL	\$	115.00	
COLORADO INSPECTION CONNECTION	\$	8,600.00	
COLORADO MUNICIPAL CLERKS ASSOC	\$	195.00	
CONTRACTORS EQUIPMENT CENTER	\$	636.88	
COREN PRINTING INC.	\$	240.00	
CUMMINS ROCKY MOUNTAIN	\$	3,557.23	
DALE'S ENVIRONMENTAL SERVICES, LLC	\$	1,800.00	
DPC INDUSTRIES (CHEMICALS)	\$	15,454.66	
DXP ENTERPRISES INC.	\$	122.53	
ELECTION SYSTEMS & SOFTWARE	\$	13,795.35	
ELITE PRINTING GROUP	\$	44.00	
FARIS MACHINERY	\$	934.75	
FIRST CLASS SECURITY SYSTEMS	\$	78.90	
FIRST NATIONAL BANK	\$	1,483.68	
FRONTIER FERTILIZER	\$	771.10	
G&K SERVICES	\$	464.55	
GARD LATERAL DITCH COMPANY	\$	600.00	
GRAINGER	\$	139.44	
GREELEY ELECTRIC REPAIR INC.	\$	2,463.22	
GREELEY LOCK & KEY	\$	21.60	
GREYSTONE TECHNOLOGY	\$	1,075.00	
GROUND GUYS	\$	975.00	
HAYS MARKET	\$	276.14	
HELTON & WILLIAMSEN P.C.	\$	184.00	
HILL & ROBBINS P.C.	\$	92.00	
HIRE RIGHT	\$	250.00	
HOME DEPOT	\$	349.00	
INTERMOUNTAIN SALES	\$	4,685.00	
J & S CONTRACTOR SUPPLY	\$	222.50	
JOHN ELWAY CHRYSLER JEEP DODGE RAM	\$	71.70	
JOHNSTOWN BBQ DAY	\$	5,500.00	
JOHNSTOWN BREEZE	\$	300.00	(EST)
JTOWN GRAPHIX	\$	177.96	
LAZAR, MICHAEL A.	\$	1,150.00	(EST)
LOWE'S	\$	238.88	
MAC EQUIPMENT INC.	\$	374.80	
MARES AUTO INC.	\$	35.00	
MARIPOSA PLANTS	\$	85.00	
MILLIKEN JOHNSTOWN ELECTRIC	\$	780.30	
MOUNTAIN STATES PIPE & SUPPLY	\$	6,092.26	
NAPA AUTO PARTS	\$	679.62	
PAETEC	\$	1,777.24	
PURCHASE POWER	\$	155.30	
POUDRE VALLEY REA	\$	10,413.98	
QUILL	\$	329.27	
REX OIL	\$	3,844.25	
RISE BROADBAND	\$	66.45	
RMTTA	\$	300.00	
ROCKLIN, AVI S - LAW OFFICE	\$	6,284.50	
ROCK SOFT CHENILLE	\$	702.00	
SAFETY & CONSTRUCTION SUPPLY, INC.	\$	258.82	

SECURITY CENTRAL	\$	195.00
SOUTHWEST DIRECT INC	\$	1,370.69
SUPPLY WORKS	\$	314.85
TDS	\$	411.35
TRUGREEN COMMERICAL	\$	1,000.00
UNITED POWER	\$	749.10
UTILITY NOTIFICATION CENTER	\$	459.03
VELOCITY PLANT SERVICES (Change Order #3)	\$	6,618.37
VERIZON WIRELESS	\$	1,472.25
WAGNER EQUIPMENT	\$	56.10
WASTE MANAGEMENT	\$	41,638.43
WELD COUNTY DEPT OF PUBLIC HEALTH	\$	6,842.50
WINTERS, HELLERICH & HUGHES	\$	3,770.00
WIRELESS ADVANCED	\$	261.00
XCEL ENERGY	\$	38,430.29
YOST CLEANING	\$	1,972.00
	\$	253,555.28

MARCH
FINANCIAL
STATEMENTS

EXECUTIVE SUMMARY March 2016

25.00%

	Actual	Budget	Variance	%
GENERAL				
<u>Revenues</u>	2,838,376.00	7,417,300.00	4,578,924.00	38%
<u>Expenditures</u>				
Legislative	4,591.00	34,600.00	30,009.00	13%
Judicial	4,745.00	41,500.00	36,755.00	11%
Elections	302.00	22,500.00	22,198.00	1%
Administration	83,723.00	380,300.00	296,577.00	22%
Planning & Zoning	41,383.00	174,900.00	133,517.00	24%
Police	396,601.00	1,938,200.00	1,541,599.00	20%
Protective Inspections	28,712.00	183,700.00	154,988.00	16%
Streets	248,458.00	1,280,700.00	1,032,242.00	19%
Cemetery	1,096.00	38,100.00	37,004.00	3%
Animal Control	18,668.00	92,000.00	73,332.00	20%
Senior Coordinator	14,398.00	68,000.00	53,602.00	21%
Parks	2,133.00	62,200.00	60,067.00	3%
Community	12,071.00	379,900.00	367,829.00	3%
Transfers	138,709.00	1,963,900.00	1,825,191.00	7%
<u>Total Expenditures</u>	995,590.00	6,660,500.00	5,664,910.00	15%
 Excess Revenues over Expenditures	 1,842,786.00			

EXECUTIVE SUMMARY MARCH 2016

25%

	Actual	Budget	Variance	%
WATER				
<u>Revenues</u>	738,078.00	2,237,200.00	1,499,122.00	33%
<u>Expenditures</u>				
Administration	33,876.00	225,400.00	191,524.00	15%
Operations	205,202.00	1,517,800.00	1,312,598.00	14%
Transfer	-	90,000.00	90,000.00	0%
	239,078.00	1,833,200.00	1,594,122.00	13%
 Excess Revenues over Expenditures	 499,000.00			

EXECUTIVE SUMMARY MARCH 2016

25.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WASTEWATER				
<u>Revenues</u>	528,843.00	1,655,000.00	1,126,157.00	32%
<u>Expenditures</u>				
Administration	38,378.00	270,100.00	231,722.00	14%
Operation	283,997.00	1,193,000.00	909,003.00	24%
	322,375.00	1,463,100.00	1,140,725.00	22%
Excess Revenues over Expenditures	206,468.00			

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	1,461,312.35	1,506,662.43	3,367,000.00	1,860,337.57	44.8
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	31,136.04	58,993.29	200,000.00	141,006.71	29.5
01-01-4030-00 FRANCHISE TAXES	32,587.88	115,305.92	350,000.00	234,694.08	32.9
01-01-4040-00 PENALTIES & INTEREST	1.34	18.85	4,000.00	3,981.15	.5
01-01-4070-00 SALES TAX	200,198.75	649,890.05	1,950,000.00	1,300,109.95	33.3
01-01-4075-00 LODGING TAX	.00	.00	17,000.00	17,000.00	.0
01-01-4080-00 SEVERANCE TAX	.00	.00	60,000.00	60,000.00	.0
TOTAL TAXES	1,725,236.36	2,330,870.54	5,948,000.00	3,617,129.46	39.2
<u>LICENSES & PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	101.25	108.75	700.00	591.25	15.5
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	922.00	10,706.00	11,000.00	294.00	97.3
01-02-4130-00 BUILDING PERMITS	63,016.39	191,811.21	280,000.00	88,188.79	68.5
01-02-4140-00 DOG LICENSE & PERMITS OTHE	456.00	906.00	2,300.00	1,394.00	39.4
01-02-4150-00 FINGERPRINTING	10.00	30.00	200.00	170.00	15.0
TOTAL LICENSES & PERMITS	64,505.64	203,561.96	294,200.00	90,638.04	69.2
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	1,551.15	4,360.89	14,000.00	9,639.11	31.2
01-03-4220-00 HIGHWAY USERS TAX	32,849.02	96,036.72	340,000.00	243,963.28	28.3
01-03-4230-00 ADD. VEH. REG. FEE	4,479.00	8,956.00	42,000.00	33,044.00	21.3
01-03-4240-00 COUNTY ROAD & BRIDGE	.00	9,579.95	70,000.00	60,420.05	13.7
TOTAL INTERGOVERNMENTAL	38,879.17	118,933.56	466,000.00	347,066.44	25.5
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOTS AND CARE	2,472.00	10,667.40	22,000.00	11,332.60	48.5
01-04-4320-00 TRASH CHARGES	42,055.50	125,887.50	460,000.00	334,112.50	27.4
01-04-4330-00 OTHER SERVICES	90.15	301.15	1,500.00	1,198.85	20.1
01-04-4340-00 FISHING PERMITS	40.00	50.00	600.00	550.00	8.3
TOTAL CHARGES FOR SERVICES	44,657.65	136,906.05	484,100.00	347,193.95	28.3
<u>FINES</u>					
01-05-4410-00 MUNICIPAL COURT FINES & FE	13,954.16	34,903.52	75,000.00	40,096.48	46.5
01-05-4420-00 SURCHARGE	2,785.00	6,358.35	7,500.00	1,141.65	84.8
TOTAL FINES	16,739.16	41,261.87	82,500.00	41,238.13	50.0

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-06-4510-00 COMM. CENTER RENTAL FEES	2,720.00	7,512.00	10,000.00	2,488.00	75.1
01-06-4530-00 REFUND OF EXPENDITURES	983.81	4,054.74	5,000.00	945.26	81.1
01-06-4570-00 SCHOOL DISTRICT	.00	.00	27,500.00	27,500.00	.0
TOTAL MISCELLANEOUS	3,703.81	11,566.74	42,500.00	30,933.26	27.2
<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00 EARNINGS ON INVESTMENTS	17,637.26	40,510.81	50,000.00	9,489.19	81.0
TOTAL EARNINGS ON INVESTMENTS	17,637.26	40,510.81	50,000.00	9,489.19	81.0
<u>SOURCE 08</u>					
01-08-4520-00 TRANSFER FROM WATER FUND	.00	.00	45,000.00	45,000.00	.0
01-08-4530-00 DEVELOPERS COST PAYMENT	(3,944.05)	(45,235.22)	5,000.00	50,235.22	(904.7)
TOTAL SOURCE 08	(3,944.05)	(45,235.22)	50,000.00	95,235.22	(90.5)
TOTAL FUND REVENUE	1,907,415.00	2,838,376.31	7,417,300.00	4,578,923.69	38.3

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00 BOARD MEMBERS COMPENSATION	1,775.00	3,675.00	22,800.00	19,125.00	16.1
01-10-5050-00 PAYROLL TAXES	135.81	281.19	1,800.00	1,518.81	15.6
01-10-5070-00 WORKMEN'S COMPENSATION	97.11	286.26	1,100.00	813.74	26.0
01-10-6522-00 INSURANCE	.00	225.00	900.00	675.00	25.0
01-10-6544-03 EQUIPMENT/SOFTWARE - IPADS	.00	18.70	3,000.00	2,981.30	.6
01-10-8016-00 PROFESSIONAL SERVICES	43.23	104.55	5,000.00	4,895.45	2.1
TOTAL LEGISLATIVE	2,051.15	4,590.70	34,600.00	30,009.30	13.3
<u>JUDICIAL</u>					
01-15-5011-00 SAL-JUDGE	1,125.00	2,193.75	12,500.00	10,306.25	17.6
01-15-5012-00 SAL-PROS. ATT.	2,010.00	2,250.00	28,000.00	25,750.00	8.0
01-15-6505-00 OFFICE EXPENSES	62.50	301.18	900.00	598.82	33.5
01-15-8016-00 PROFESSIONAL SERVICES	.00	.00	100.00	100.00	.0
TOTAL JUDICIAL	3,197.50	4,744.93	41,500.00	36,755.07	11.4
<u>ELECTIONS</u>					
01-20-6413-00 PUBLISHING	.00	.00	700.00	700.00	.0
01-20-6526-00 SUPPLIES	302.10	302.10	15,000.00	14,697.90	2.0
01-20-8017-00 ELECTION JUDGES	.00	.00	800.00	800.00	.0
01-20-8018-00 COORDINATING W/WELD CTY	.00	.00	6,000.00	6,000.00	.0
TOTAL ELECTIONS	302.10	302.10	22,500.00	22,197.90	1.3

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	5,216.51	16,373.49	74,000.00	57,626.51	22.1
01-25-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
01-25-5011-00 PART TIME OFFICE	509.80	1,052.61	7,200.00	6,147.39	14.6
01-25-5012-00 HOURLY COMMUNICATIONS STAFF	1,104.46	3,169.32	16,000.00	12,830.68	19.8
01-25-5015-00 CLEANING SALARIES	216.67	660.01	3,500.00	2,849.99	18.6
01-25-5025-00 MANAGER	4,012.78	11,943.73	52,300.00	40,356.27	22.8
01-25-5050-00 PAYROLL TAXES	816.98	2,451.56	11,500.00	9,048.44	21.3
01-25-5060-00 RETIREMENT FUND	726.51	2,022.55	9,600.00	7,577.45	21.1
01-25-5065-00 HEALTH INSURANCE	1,583.40	4,761.38	26,000.00	21,238.62	18.3
01-25-5070-00 WORKMAN'S COMPENSATION	97.11	286.26	800.00	513.74	35.8
01-25-6010-00 UTILITIES	465.51	892.50	6,000.00	5,107.50	14.9
01-25-6505-00 OFFICE EXPENSE	129.99	852.73	7,000.00	6,147.27	12.2
01-25-6506-00 UTILITY BILL MAILING	511.75	1,175.85	7,100.00	5,924.15	16.6
01-25-6510-00 TELEPHONE	135.09	268.28	2,200.00	1,931.72	12.2
01-25-6511-00 TRAINING	.00	.00	1,100.00	1,100.00	.0
01-25-6513-00 PUBLISHING	599.44	599.44	6,500.00	5,900.56	9.2
01-25-6515-00 DUES AND SUBSCRIPTIONS	(19.44)	2,128.56	2,900.00	771.44	73.4
01-25-6518-00 CLEANING SUPPLIES	13.98	186.18	1,600.00	1,413.82	11.6
01-25-6520-00 MILEAGE & EXPENSES	246.42	246.42	2,500.00	2,253.58	9.9
01-25-6522-00 INSURANCE & BONDS	.00	3,750.00	15,000.00	11,250.00	25.0
01-25-6544-05 SOFTWARE	.00	.00	2,500.00	2,500.00	.0
01-25-6544-07 MISC. OFFICE EQPT.	.00	.00	1,100.00	1,100.00	.0
01-25-7020-00 MAINTENANCE & REPAIRS	86.14	222.34	3,800.00	3,577.66	5.9
01-25-8010-00 AUDIT	.00	.00	9,200.00	9,200.00	.0
01-25-8012-00 COMPUTER PROFESSIONAL SERV	423.30	2,671.82	10,000.00	7,328.18	26.7
01-25-8014-00 LEGAL	3,032.80	6,632.30	37,500.00	30,867.70	17.7
01-25-8015-00 TAPING MEETINGS	545.00	1,362.50	7,000.00	5,637.50	19.5
01-25-8016-00 SALARY STUDY FEES	.00	.00	800.00	800.00	.0
01-25-8017-00 PROFESSIONAL SERVICES	.00	.00	2,000.00	2,000.00	.0
01-25-8019-00 TREASURER'S FEES	19,430.14	20,023.45	52,000.00	31,976.55	38.5
01-25-9028-00 COMMUNICATIONS	.00	.00	1,000.00	1,000.00	.0
TOTAL ADMINISTRATION	39,884.34	83,723.28	380,300.00	296,576.72	22.0

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & ZONING</u>					
01-30-5010-00 SALARIES	8,674.16	25,872.40	112,900.00	87,027.60	22.9
01-30-5050-00 PAYROLL TAXES	653.42	1,948.78	8,700.00	6,751.22	22.4
01-30-5060-00 RETIREMENT FUND	801.10	2,389.44	10,500.00	8,110.56	22.8
01-30-5065-00 HEALTH INSURANCE	1,298.74	3,901.76	16,800.00	12,898.24	23.2
01-30-5070-00 WORKMENS COMPENSATION	97.11	286.26	1,600.00	1,313.74	17.9
01-30-6010-00 UTILITIES	214.56	438.30	3,400.00	2,961.70	12.9
01-30-6505-00 OFFICE SUPPLIES	33.74	125.16	2,500.00	2,374.84	5.0
01-30-6510-00 TELEPHONE	117.88	233.87	1,400.00	1,166.13	16.7
01-30-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-30-6513-00 PUBLISH/RECORD	.00	.00	200.00	200.00	.0
01-30-6515-00 DUES/SUBSCRIPTIONS	.00	.00	800.00	800.00	.0
01-30-6520-00 MILEAGE & EXPENSES	.00	.00	100.00	100.00	.0
01-30-6522-00 INSURANCE AND BONDS	.00	600.00	2,400.00	1,800.00	25.0
01-30-6544-04 MACHINERY AND EQPT.	.00	.00	500.00	500.00	.0
01-30-8012-00 COMPUTER PROFESSIONAL SERVICES	144.30	397.10	2,000.00	1,602.90	19.9
01-30-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-30-8016-00 PROFESSIONAL SERVICES	67.50	89.58	5,000.00	4,910.42	1.8
01-30-8017-00 NORTH FRONT RANGE MPO	.00	5,100.00	5,100.00	.00	100.0
TOTAL PLANNING & ZONING	12,102.51	41,382.65	174,900.00	133,517.35	23.7

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	77,225.08	231,480.69	1,075,500.00	844,019.31	21.5
01-35-5010-03 OVERTIME PAY	305.93	962.44	15,000.00	14,037.56	6.4
01-35-5013-00 CLERICAL SALARIES	3,070.55	8,850.22	35,100.00	26,249.78	25.2
01-35-5015-00 PART-TIME SALARIES	693.60	2,637.13	35,200.00	32,562.87	7.5
01-35-5050-00 PAYROLL TAXES	6,060.12	18,188.11	89,000.00	70,811.89	20.4
01-35-5060-00 RETIREMENT	4,537.10	13,583.97	65,000.00	51,416.03	20.9
01-35-5065-00 HEALTH INSURANCE	19,411.16	68,217.94	311,000.00	252,782.06	18.7
01-35-5070-00 WORKMEN'S COMPENSATION	4,661.28	13,740.42	51,000.00	37,259.58	26.9
01-35-6010-00 UTILITIES	1,297.24	2,720.87	16,400.00	13,679.13	16.6
01-35-6505-00 OFFICE EXPENSE	605.64	970.48	8,000.00	7,029.52	12.1
01-35-6510-00 TELEPHONE	532.49	1,066.68	7,500.00	6,433.32	14.2
01-35-6511-00 TRAINING	567.98	606.94	10,000.00	9,393.06	6.1
01-35-6513-00 PUBLISHING	503.38	503.38	1,000.00	496.62	50.3
01-35-6515-00 DUES AND SUBSCRIPTIONS	.00	.00	1,200.00	1,200.00	.0
01-35-6518-00 CLEANING SERVICES	775.84	1,914.40	8,100.00	6,185.60	23.6
01-35-6522-00 INSURANCE AND BONDS	.00	12,075.00	48,300.00	36,225.00	25.0
01-35-6524-00 GAS AND OIL	1,044.98	2,592.90	38,000.00	35,407.10	6.8
01-35-6526-00 OPERATING SUPPLIES	.00	96.50	7,000.00	6,903.50	1.4
01-35-6527-00 UNIFORMS AND CLEANING	.00	.00	5,000.00	5,000.00	.0
01-35-6528-00 WELD COUNTY MAINT. AGREEME	15,613.28	15,613.28	16,000.00	386.72	97.6
01-35-6544-02 COMPUTER SYSTEMS	18.17	18.17	2,500.00	2,481.83	.7
01-35-6544-04 RADAR GUNS	.00	.00	5,000.00	5,000.00	.0
01-35-6544-05 CELLULAR PHONES	.00	.00	100.00	100.00	.0
01-35-6544-06 VESTS	.00	.00	2,500.00	2,500.00	.0
01-35-6544-07 CAMERA & INVESTIGATION EQPT.	.00	.00	2,000.00	2,000.00	.0
01-35-6544-09 SHOOTING RANGE SUPPLIES	858.50	858.50	3,600.00	2,741.50	23.9
01-35-6544-10 OFFICE IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
01-35-6544-11 POLICE EQUIPMENT	62.85	67.80	12,500.00	12,432.20	.5
01-35-7010-00 BLDG. REPAIR & MAINT.	.00	399.64	8,000.00	7,600.36	5.0
01-35-7020-00 REPAIRS AND MAINTENANCE	4,231.69	2,712.56	10,000.00	7,287.44	27.1
01-35-8012-00 COMP. PROFESSIONAL SERVICE	221.35	484.50	10,000.00	9,515.50	4.9
01-35-8014-00 LEGAL	93.00	93.00	3,000.00	2,907.00	3.1
01-35-8016-00 PROFESSIONAL SERVICES	.00	200.00	5,000.00	4,800.00	4.0
01-35-8017-00 JUVENILE ASSESSMENT CENTER	.00	.00	5,400.00	5,400.00	.0
01-35-8021-00 COMP. LINK TO RECORDS	734.45	1,468.99	9,500.00	8,031.01	15.5
01-35-9022-00 JAIL FEES	.00	.00	1,500.00	1,500.00	.0
01-35-9028-00 COMMUNITY SERVICES	4,476.88	4,476.88	4,300.00	(176.88)	104.1
01-35-9028-03 RECORDS CONTRACT	.00	.00	5,000.00	5,000.00	.0
TOTAL POLICE	147,602.54	396,601.39	1,938,200.00	1,541,598.61	20.5

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	1,784.92	5,327.63	31,200.00	25,872.37	17.1
01-40-5050-00 PAYROLL TAXES	133.94	399.75	2,500.00	2,100.25	16.0
01-40-5060-00 RETIREMENT	75.60	225.65	1,400.00	1,174.35	16.1
01-40-5065-00 HEALTH INSURANCE	346.01	1,040.96	4,800.00	3,759.04	21.7
01-40-5070-00 WORKMEN'S COMPENSATION	97.11	286.26	1,300.00	1,013.74	22.0
01-40-6010-00 UTILITIES	245.20	483.86	3,900.00	3,416.14	12.4
01-40-6505-00 OFFICE EXPENSE	258.62	474.18	3,800.00	3,325.82	12.5
01-40-6510-00 TELEPHONE	117.88	233.84	1,600.00	1,366.16	14.6
01-40-6511-00 TRAINING	25.00	25.00	500.00	475.00	5.0
01-40-6513-00 PUBLISHING	.00	.00	500.00	500.00	.0
01-40-6515-00 DUES & SUBSCRIPTIONS	.00	.00	200.00	200.00	.0
01-40-6518-00 CLEANING & SUPPLIES	64.80	64.80	800.00	735.20	8.1
01-40-6522-00 INSURANCE AND BONDS	.00	2,050.00	8,200.00	6,150.00	25.0
01-40-6526-00 OPERATING SUPPLIES	.00	.00	2,000.00	2,000.00	.0
01-40-7020-00 REPAIR & MAINTENANCE	.00	136.21	2,000.00	1,863.79	6.8
01-40-8012-00 COMP. PROF. SERVICES	251.80	763.76	3,500.00	2,736.24	21.8
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	8,600.00	17,200.00	115,000.00	97,800.00	15.0
TOTAL PROTECTIVE INSPECTIONS	12,000.88	28,711.90	183,700.00	154,988.10	15.6

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-5010-00 SALARIES	17,558.88	56,607.63	263,000.00	206,392.37	21.5
01-45-5010-03 OVERTIME	.00	495.05	7,000.00	6,504.95	7.1
01-45-5015-00 PART-TIME SALARIES	.00	.00	15,000.00	15,000.00	.0
01-45-5050-00 PAYROLL TAXES	1,299.50	4,234.28	22,000.00	17,765.72	19.3
01-45-5060-00 RETIREMENT FUND	1,063.26	3,561.11	16,500.00	12,938.89	21.6
01-45-5065-00 HEALTH INSURANCE	5,237.53	16,090.83	69,400.00	53,309.17	23.2
01-45-5070-00 WORKMEN'S COMPENSATION	1,942.20	5,725.23	18,200.00	12,474.77	31.5
01-45-6010-00 UTILITIES	844.53	1,759.31	15,000.00	13,240.69	11.7
01-45-6015-00 UTILITIES - STREET LIGHTIN	18,620.47	37,599.88	235,000.00	197,400.12	16.0
01-45-6505-00 OFFICE EXPENSE	69.00	69.00	600.00	531.00	11.5
01-45-6510-00 TELEPHONE	251.41	523.07	3,300.00	2,776.93	15.9
01-45-6511-00 TRAINING	.00	450.00	1,500.00	1,050.00	30.0
01-45-6515-00 DUES & SUBSCRIPTIONS	.00	.00	2,000.00	2,000.00	.0
01-45-6518-00 CLEANING SUPPLIES	96.67	264.23	1,600.00	1,335.77	16.5
01-45-6522-00 INSURANCE AND BONDS	.00	6,600.00	26,400.00	19,800.00	25.0
01-45-6524-00 GAS & OIL	1,583.80	3,454.74	18,500.00	15,045.26	18.7
01-45-6526-00 OPERATING SUPPLIES	360.77	641.95	4,500.00	3,858.05	14.3
01-45-6530-00 SNOW AND ICE REMOVAL	7,187.07	18,165.24	20,000.00	1,834.76	90.8
01-45-6532-00 TRASH SERVICE	41,326.70	82,554.40	485,000.00	402,445.60	17.0
01-45-6534-00 WEED CONTROL	65.60	65.60	5,000.00	4,934.40	1.3
01-45-6536-00 STREET SIGNS	.00	.00	4,000.00	4,000.00	.0
01-45-6544-03 EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-45-6544-06 HOLIDAY DECORATIONS	.00	977.92	7,500.00	6,522.08	13.0
01-45-6544-07 TOOLS	111.74	370.30	2,500.00	2,129.70	14.8
01-45-6544-09 SAFETY EQUIPMENT	42.18	42.18	4,000.00	3,957.82	1.1
01-45-7020-00 REP & MAINT - EQUIP & BLDG	928.31	5,967.49	20,000.00	14,032.51	29.8
01-45-7030-00 REPAIR & MAINT. BLDGS.	.00	.00	5,000.00	5,000.00	.0
01-45-8016-00 PROFESSIONAL SERVICES	1,733.36	2,238.61	4,200.00	1,961.39	53.3
TOTAL STREETS	100,322.78	248,458.05	1,280,700.00	1,032,241.95	19.4

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
01-50-5015-00 SALARIES	.00	.00	12,000.00	12,000.00	.0
01-50-5050-00 PAYROLL TAXES	.00	.00	1,000.00	1,000.00	.0
01-50-5070-00 WORKMEN'S COMPENSATION	194.22	572.52	1,400.00	827.48	40.9
01-50-6513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-6522-00 INSURANCE	.00	500.00	2,000.00	1,500.00	25.0
01-50-6524-00 GAS & OIL	.00	.00	1,800.00	1,800.00	.0
01-50-6526-00 SUPPLIES	23.39	23.39	1,800.00	1,776.61	1.3
01-50-6533-00 TREE TRIMMING	.00	.00	3,500.00	3,500.00	.0
01-50-6534-00 FERTILIZER & WEED CONTROL	.00	.00	4,700.00	4,700.00	.0
01-50-6544-03 SPINTRIMMER	.00	.00	800.00	800.00	.0
01-50-6544-05 TOOLS	.00	.00	400.00	400.00	.0
01-50-6544-06 TREES	.00	.00	1,500.00	1,500.00	.0
01-50-7020-00 REPAIRS AND MAINTENANCE	.00	.00	3,200.00	3,200.00	.0
01-50-7025-00 SPRINKLER REPAIR	.00	.00	3,200.00	3,200.00	.0
01-50-8016-00 PROFESSIONAL SERVICES	.00	.00	500.00	500.00	.0
TOTAL CEMETERY	217.61	1,095.91	38,100.00	37,004.09	2.9
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	3,546.16	10,584.56	46,100.00	35,515.44	23.0
01-55-5010-03 OVERTIME	.00	.00	200.00	200.00	.0
01-55-5050-00 PAYROLL TAXES	257.92	769.63	3,600.00	2,830.37	21.4
01-55-5060-00 RET BEN	150.20	448.32	2,000.00	1,551.68	22.4
01-55-5065-00 HEALTH BEN	1,481.79	4,451.24	18,000.00	13,548.76	24.7
01-55-5070-00 WORKMENS COMPENSATION	194.22	572.52	1,700.00	1,127.48	33.7
01-55-6522-00 INSURANCE	.00	925.00	3,700.00	2,775.00	25.0
01-55-6524-00 GAS AND OIL	68.31	126.03	2,000.00	1,873.97	6.3
01-55-6526-00 SUPPLIES	.00	279.59	1,200.00	920.41	23.3
01-55-7020-00 REPAIR & MAINTENANCE	.00	511.12	500.00	(11.12)	102.2
01-55-7030-00 WEED/NUISANCE CONTROL	.00	.00	8,000.00	8,000.00	.0
01-55-8016-00 PROFESSIONAL SERVICES	.00	.00	5,000.00	5,000.00	.0
TOTAL ANIMAL CONTROL	5,698.60	18,668.01	92,000.00	73,331.99	20.3
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	2,947.54	8,792.78	38,500.00	29,707.22	22.8
01-60-5050-00 PAYROLL TAXES	220.30	657.09	2,900.00	2,242.91	22.7
01-60-5065-00 HEALTH INSURANCE	630.67	1,897.88	8,200.00	6,302.12	23.1
01-60-5070-00 WORKMEN'S COMPENSATION	97.11	286.26	2,600.00	2,313.74	11.0
01-60-6010-00 UTILITIES	357.71	792.06	4,200.00	3,407.94	18.9
01-60-6510-00 TELEPHONE	118.61	235.79	1,400.00	1,164.21	16.8
01-60-6520-00 MILEAGE	108.73	262.21	3,100.00	2,837.79	8.5
01-60-6522-00 INSURANCE	.00	400.00	1,600.00	1,200.00	25.0
01-60-7020-00 REPAIR & MAINTENANCE	413.27	1,074.40	5,500.00	4,425.60	19.5
TOTAL SENIOR COORDINATOR PROGRAM	4,893.94	14,398.47	68,000.00	53,601.53	21.2

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-65-5015-00 PART-TIME SALARIES	.00	.00	21,700.00	21,700.00	.0
01-65-5050-00 PAYROLL TAXES	.00	.00	1,700.00	1,700.00	.0
01-65-5070-00 WORKMEN'S COMPENSATION	194.22	572.52	2,000.00	1,427.48	28.6
01-65-6010-00 UTILITIES	284.01	618.43	10,200.00	9,581.57	6.1
01-65-6511-00 TRAINING	.00	.00	300.00	300.00	.0
01-65-6522-00 INSURANCE AND BONDS	.00	525.00	2,100.00	1,575.00	25.0
01-65-6524-00 GAS AND OIL	.00	.00	1,800.00	1,800.00	.0
01-65-6526-00 SUPPLIES	.00	.00	2,000.00	2,000.00	.0
01-65-6534-00 FERTILIZER AND WEED CONTROL	.00	.00	7,000.00	7,000.00	.0
01-65-6542-00 PORTA-POTTIES	.00	.00	2,100.00	2,100.00	.0
01-65-6544-01 MOWER	.00	.00	1,000.00	1,000.00	.0
01-65-6544-02 SPIN TRIMMER	.00	.00	800.00	800.00	.0
01-65-7020-00 REPAIRS AND MAINTENANCE	19.76	417.30	5,000.00	4,582.70	8.4
01-65-7025-00 SPRINKLER REPAIRS	.00	.00	4,500.00	4,500.00	.0
TOTAL PARKS	497.99	2,133.25	62,200.00	60,066.75	3.4
<u>LIBRARY</u>					
01-70-7000-00 TOWN SUPPORT-LIBRARY	32,641.65	97,924.95	391,700.00	293,775.05	25.0
TOTAL LIBRARY	32,641.65	97,924.95	391,700.00	293,775.05	25.0
<u>DEPARTMENT 75</u>					
01-75-6526-00 COMMUNITY CENTER SUPPLIES	222.80	277.94	6,500.00	6,222.06	4.3
01-75-7020-00 COMMUNITY CENTER REPAIR	303.00	909.00	10,000.00	9,091.00	9.1
01-75-7025-00 COMMUNITY CENTER UTILITIES	357.71	792.06	7,500.00	6,707.94	10.6
01-75-7031-00 DOWNTOWN BEAUTIFICATION	.00	.00	27,000.00	27,000.00	.0
01-75-7033-00 PUBLIC ART	.00	.00	45,000.00	45,000.00	.0
01-75-7034-00 STRATEGIC ECON. DEV. PLAN	.00	.00	50,000.00	50,000.00	.0
01-75-7054-00 TOWN HALL IMPROVEMENTS	.00	.00	10,000.00	10,000.00	.0
01-75-7055-00 ECONOMIC DEVELOPMENT CONT.	.00	.00	6,000.00	6,000.00	.0
01-75-7060-00 CITIZEN COMMUNICATION PROGRAM	450.00	450.00	15,000.00	14,550.00	3.0
01-75-7066-00 WEB SITE CONSULTANT	.00	.00	3,500.00	3,500.00	.0
01-75-7070-00 BARBEQUE DAYS CONTRIBUTION	4,675.00	4,675.00	24,000.00	19,325.00	19.5
01-75-7080-00 MOSQUITO SPRAYING	.00	.00	18,000.00	18,000.00	.0
01-75-7090-00 INSURANCE DEDUCTIBLES	576.58	753.88	17,000.00	16,246.12	4.4
01-75-7100-00 SEPARATION BENEFITS	.00	.00	10,000.00	10,000.00	.0
01-75-7125-00 GROUNDS MAINTENANCE	975.00	975.00	15,000.00	14,025.00	6.5
01-75-7129-00 NEWSLETTER/COMMUNICATION	.00	2,589.45	12,000.00	9,410.55	21.6
01-75-7130-00 TOWN HALL MAINT. AGREEMENT	382.95	648.85	5,000.00	4,351.15	13.0
01-75-7131-00 SAFETY AWARD PROGRAM	.00	.00	2,500.00	2,500.00	.0
01-75-7132-00 MUSEUM IMPROVEMENTS	.00	.00	88,900.00	88,900.00	.0
01-75-7133-00 DOWNTOWN FACADE GRANT PROGRAM	.00	.00	7,000.00	7,000.00	.0
TOTAL DEPARTMENT 75	7,943.04	12,071.18	379,900.00	367,828.82	3.2

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS OUT</u>					
01-80-7040-00 TRANSFER WATER FUND	.00	.00	182,200.00	182,200.00	.0
01-80-7050-00 TRANSFER - CONTINGENT FUND	.00	.00	225,000.00	225,000.00	.0
01-80-7080-00 TRANSFER TO DEVELOPERS COST	.00	.00	25,000.00	25,000.00	.0
01-80-7110-00 SALES TAX REFUND	.00	40,784.52	140,000.00	99,215.48	29.1
01-80-7115-00 TRANSFER TO EQPT. REPLACEMENT	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL TRANSFERS OUT	.00	40,784.52	1,572,200.00	1,531,415.48	2.6
TOTAL FUND EXPENDITURES	369,356.63	995,591.29	6,660,500.00	5,664,908.71	15.0
NET REVENUE OVER EXPENDITURES	1,538,058.37	1,842,785.02	756,800.00	(1,085,985.02)	243.5

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
02-00-4310-00 WATER CHARGES	98,786.11	296,373.90	1,900,000.00	1,603,626.10	15.6
02-00-4320-00 WATER TAP FEES	67,600.00	119,600.00	.00	(119,600.00)	.0
02-00-4322-00 RAW WATER DEV. FEE	137,940.00	237,320.00	.00	(237,320.00)	.0
02-00-4325-00 WATER REFUNDS	(1,575.14)	(2,697.80)	.00	2,697.80	.0
02-00-4330-00 MISCELLANEOUS	26,176.55	70,912.47	110,000.00	39,087.53	64.5
02-00-4610-00 EARNINGS ON INVESTMENTS	7,268.03	16,569.50	45,000.00	28,430.50	36.8
02-00-4830-00 TRANSFER FROM GENERAL FUND	.00	.00	182,200.00	182,200.00	.0
TOTAL SOURCE 00	336,195.55	738,078.07	2,237,200.00	1,499,121.93	33.0
TOTAL FUND REVENUE	336,195.55	738,078.07	2,237,200.00	1,499,121.93	33.0

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	2,419.43	7,863.29	36,000.00	28,136.71	21.8
02-25-5010-03 OVERTIME	.00	.00	300.00	300.00	.0
02-25-5015-00 PART-TIME SALARIES	509.80	1,052.61	7,200.00	6,147.39	14.6
02-25-5020-00 JANITORIAL SALARIES	216.67	650.00	2,700.00	2,050.00	24.1
02-25-5025-00 MANAGER	2,067.18	6,152.81	26,900.00	20,747.19	22.9
02-25-5050-00 PAYROLL TAXES	375.86	1,133.66	5,600.00	4,466.34	20.2
02-25-5060-00 RETIREMENT FUND	377.75	1,061.96	5,100.00	4,038.04	20.8
02-25-5065-00 HEALTH INSURANCE	790.02	2,373.68	12,500.00	10,126.32	19.0
02-25-5070-00 WORKMEN'S COMPENSATION	97.11	286.26	800.00	513.74	35.8
02-25-6010-00 UTILITIES	260.54	514.12	4,000.00	3,485.88	12.9
02-25-6505-00 OFFICE EXPENSE	155.68	1,263.47	5,000.00	3,736.53	25.3
02-25-6506-00 UTILITY BILL MAILING	511.75	1,175.84	7,100.00	5,924.16	16.6
02-25-6507-00 BILL PRESENTMENT	.00	.00	10,000.00	10,000.00	.0
02-25-6510-00 TELEPHONE	117.88	233.84	1,800.00	1,566.16	13.0
02-25-6511-00 TRAINING & MEETINGS	.00	625.00	1,200.00	575.00	52.1
02-25-6513-00 PUBLISHING	.00	.00	1,000.00	1,000.00	.0
02-25-6515-00 DUES AND SUBSCRIPTIONS	.00	2,229.00	2,200.00	(29.00)	101.3
02-25-6518-00 CLEANING SUPPLIES	64.80	151.20	1,000.00	848.80	15.1
02-25-6520-00 MILEAGE & EXPENSES	.00	.00	500.00	500.00	.0
02-25-6522-00 INSURANCE & BONDS	.00	1,625.00	6,500.00	4,875.00	25.0
02-25-6544-02 CAPITAL OUTLAY - COMP. SOFT	190.10	190.10	2,500.00	2,309.90	7.6
02-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	300.00	300.00	.0
02-25-7020-00 REPAIR & MAINT.	.00	136.21	1,000.00	863.79	13.6
02-25-8010-00 AUDIT	.00	.00	6,000.00	6,000.00	.0
02-25-8011-00 PROF. SERV.-WATER ADJUDICATION	.00	69.00	30,000.00	29,931.00	.2
02-25-8012-00 COMP. PROFESSIONAL SERVICES	369.55	2,856.39	6,000.00	3,143.61	47.6
02-25-8014-00 LEGAL	201.50	201.50	8,000.00	7,798.50	2.5
02-25-8016-00 SALARY STUDY FEES	.00	.00	700.00	700.00	.0
02-25-8017-00 PROFESSIONAL SERVICES	1,399.38	2,031.38	30,000.00	27,968.62	6.8
02-25-9028-00 COMMUNICATIONS	.00	.00	3,500.00	3,500.00	.0
TOTAL ADMINISTRATION	10,125.00	33,876.32	225,400.00	191,523.68	15.0

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-5010-00 SALARIES	14,632.27	47,822.48	225,000.00	177,177.52	21.3
02-70-5010-03 OVERTIME	74.80	567.38	10,000.00	9,432.62	5.7
02-70-5015-00 PART TIME SALARIES	.00	.00	2,600.00	2,600.00	.0
02-70-5050-00 PAYROLL TAXES	1,089.47	3,592.15	18,200.00	14,607.85	19.7
02-70-5060-00 RETIREMENT FUND	698.51	2,464.93	13,000.00	10,535.07	19.0
02-70-5065-00 HEALTH INSURANCE	4,342.40	13,410.91	59,000.00	45,589.09	22.7
02-70-5070-00 WORKMEN'S COMPENSATION	582.66	1,717.57	8,300.00	6,582.43	20.7
02-70-6010-00 UTILITIES	4,482.56	19,645.20	185,000.00	165,354.80	10.6
02-70-6510-00 TELEPHONE	537.91	1,239.98	7,500.00	6,260.02	16.5
02-70-6511-00 TRAINING	85.00	1,155.00	3,000.00	1,845.00	38.5
02-70-6518-00 CLEANING SUPPLIES	96.67	264.23	1,600.00	1,335.77	16.5
02-70-6522-00 INSURANCE	.00	6,184.50	25,000.00	18,815.50	24.7
02-70-6524-00 GAS AND OIL	493.04	1,047.10	10,000.00	8,952.90	10.5
02-70-6525-00 GIS SYSTEM	.00	.00	25,000.00	25,000.00	.0
02-70-6526-00 CHEMICALS	2,229.38	8,392.78	145,000.00	136,607.22	5.8
02-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	.00	3,400.00	3,400.00	.0
02-70-6528-00 OPERATING SUPPLIES	336.65	1,418.99	10,000.00	8,581.01	14.2
02-70-6544-01 METER UPGRADE	6,122.00	6,264.81	95,000.00	88,735.19	6.6
02-70-6544-02 TOOLS	1,059.20	1,165.18	10,000.00	8,834.82	11.7
02-70-6544-07 TESTING EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
02-70-6544-08 VEHICLE-PURCHASE	.00	.00	19,500.00	19,500.00	.0
02-70-6544-13 WATER PLANT IMPROVEMENTS	.00	.00	80,000.00	80,000.00	.0
02-70-6544-22 WATERLINE REPLACEMENT	.00	.00	30,000.00	30,000.00	.0
02-70-6544-29 INSTRUMENTATION UPGRADES	.00	.00	65,000.00	65,000.00	.0
02-70-6544-32 EMERGENCY WATER INTERCONNECT	.00	.00	150,000.00	150,000.00	.0
02-70-6544-36 FIRE HYDRANT REPAIRS	.00	.00	40,000.00	40,000.00	.0
02-70-7015-00 R&M WATERLINES	.00	2,082.00	25,000.00	22,918.00	8.3
02-70-7020-00 REPAIRS & MAINTENANCE	648.29	3,125.14	83,000.00	79,874.86	3.8
02-70-7022-00 VEHICLE REPAIRS	123.44	123.44	4,000.00	3,876.56	3.1
02-70-7030-00 PURCHASED WATER	.00	.00	12,700.00	12,700.00	.0
02-70-7035-00 WATER ASSESMENT	3,149.75	79,535.60	98,000.00	18,464.40	81.2
02-70-7090-00 INSURANCE DEDUCTIBLES	.00	244.90	10,000.00	9,755.10	2.5
02-70-8012-00 PROFESSIONAL SERVICES	924.22	3,737.48	40,000.00	36,262.52	9.3
TOTAL OPERATIONS - WATER FUND	41,708.02	205,201.75	1,517,800.00	1,312,598.25	13.5
<u>TRANSFERS OUT</u>					
02-80-7051-00 TRANSFER TO OTHER FUNDS	.00	.00	90,000.00	90,000.00	.0
TOTAL TRANSFERS OUT	.00	.00	90,000.00	90,000.00	.0
TOTAL FUND EXPENDITURES	51,833.02	239,078.07	1,833,200.00	1,594,121.93	13.0
NET REVENUE OVER EXPENDITURES	284,362.53	499,000.00	404,000.00	(95,000.00)	123.5

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
03-00-4310-00 SEWER CHARGES	143,136.33	426,164.73	1,610,000.00	1,183,835.27	26.5
03-00-4320-00 SEWER TAP FEES	28,000.00	48,200.00	.00	(48,200.00)	.0
03-00-4330-00 MISCELLANEOUS	25,031.25	38,351.04	10,000.00	(28,351.04)	383.5
03-00-4610-00 EARNINGS ON INVESTMENTS	6,945.15	16,127.02	35,000.00	18,872.98	46.1
TOTAL SOURCE 00	203,112.73	528,842.79	1,655,000.00	1,126,157.21	32.0
TOTAL FUND REVENUE	203,112.73	528,842.79	1,655,000.00	1,126,157.21	32.0

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	3,094.19	10,366.66	58,000.00	47,633.34	17.9
03-25-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
03-25-5015-00 PART-TIME SALARIES	509.80	1,052.61	7,200.00	6,147.39	14.6
03-25-5020-00 JANITORIAL SALARIES	216.66	649.99	2,600.00	1,950.01	25.0
03-25-5025-00 MANAGER SALARIES	4,012.78	11,943.73	52,000.00	40,056.27	23.0
03-25-5050-00 PAYROLL TAXES	573.40	1,759.39	9,000.00	7,240.61	19.6
03-25-5060-00 RETIREMENT FUND	619.73	1,717.78	8,600.00	6,882.22	20.0
03-25-5065-00 HEALTH INSURANCE	1,158.35	3,488.69	28,100.00	24,611.31	12.4
03-25-5070-00 WORKMEN'S COMPENSATION	97.11	286.26	700.00	413.74	40.9
03-25-6010-00 UTILITIES - TOWN HALL	291.19	574.60	4,400.00	3,825.40	13.1
03-25-6505-00 OFFICE EXPENSES	33.76	243.33	4,400.00	4,156.67	5.5
03-25-6506-00 UTILITY BILL MAILING	511.75	1,175.84	7,100.00	5,924.16	16.6
03-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	8,000.00	8,000.00	.0
03-25-6510-00 TELEPHONE	117.88	233.84	1,800.00	1,566.16	13.0
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	129.60	216.00	1,000.00	784.00	21.6
03-25-6520-00 MILEAGE & EXPENSES	.00	.00	800.00	800.00	.0
03-25-6522-00 INSURANCE & BONDS	.00	1,725.00	6,900.00	5,175.00	25.0
03-25-6544-02 COMPUTER SOFTWARE	.00	.00	2,500.00	2,500.00	.0
03-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	400.00	400.00	.0
03-25-7020-00 REPAIR & MAINTENANCE	.00	136.21	1,100.00	963.79	12.4
03-25-8010-00 AUDIT	.00	.00	7,000.00	7,000.00	.0
03-25-8012-00 PROFESSIONAL SERVICES	369.55	2,790.24	6,000.00	3,209.76	46.5
03-25-8014-00 LEGAL	.00	17.50	30,000.00	29,982.50	.1
03-25-8016-00 SALARY STUDY	.00	.00	800.00	800.00	.0
03-25-8017-00 PROFESSIONAL SERVICES - ENG.	.00	.00	20,000.00	20,000.00	.0
TOTAL PERSONNEL	11,735.75	38,377.67	270,100.00	231,722.33	14.2

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	17,883.91	57,534.37	265,000.00	207,465.63	21.7
03-70-5010-03 OVERTIME PAY	91.18	693.42	10,000.00	9,306.58	6.9
03-70-5050-00 PAYROLL TAXES	1,331.55	4,321.05	21,100.00	16,778.95	20.5
03-70-5060-00 RETIREMENT FUND	853.74	2,932.29	15,000.00	12,067.71	19.6
03-70-5065-00 HEALTH INSURANCE	5,307.40	16,308.90	70,000.00	53,691.10	23.3
03-70-5070-00 WORKMEN'S COMPENSATION	679.77	2,003.81	8,600.00	6,596.19	23.3
03-70-6010-00 UTILITIES	29,196.39	51,825.25	230,000.00	178,174.75	22.5
03-70-6510-00 TELEPHONE	566.04	962.21	5,500.00	4,537.79	17.5
03-70-6511-00 TRAINING	.00	270.00	3,000.00	2,730.00	9.0
03-70-6518-00 CLEANING SUPPLIES	112.25	279.81	1,500.00	1,220.19	18.7
03-70-6522-00 INSURANCE	.00	7,527.75	27,800.00	20,272.25	27.1
03-70-6524-00 GAS AND OIL	493.04	1,047.10	12,500.00	11,452.90	8.4
03-70-6525-00 GIS MAPPING	.00	.00	25,000.00	25,000.00	.0
03-70-6526-00 CHEMICALS	3,820.97	12,528.54	108,000.00	95,471.46	11.6
03-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	.00	3,500.00	3,500.00	.0
03-70-6528-00 OPERATING SUPPLIES	336.89	462.88	10,000.00	9,537.12	4.6
03-70-6544-02 TOOLS	.00	.00	3,500.00	3,500.00	.0
03-70-6544-03 VEHICLE	.00	.00	19,000.00	19,000.00	.0
03-70-6544-04 MANHOLE INSTALLATION	.00	.00	25,000.00	25,000.00	.0
03-70-6544-10 SEWERLINE REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
03-70-6544-16 INSTRUMENTATION UPGRADES	.00	.00	115,000.00	115,000.00	.0
03-70-7015-00 REPAIRS & MAINT - MAINS	652.50	794.96	20,000.00	19,205.04	4.0
03-70-7020-00 REPAIRS & MAINTENANCE	117,488.15	123,737.21	65,000.00	(58,737.21)	190.4
03-70-7022-00 VEHICLE REPAIRS	166.68	166.68	3,500.00	3,333.32	4.8
03-70-7023-00 WEED CONTROL/GROUND MAINT.	.00	.00	3,000.00	3,000.00	.0
03-70-7025-00 SEWERLINE CLEANING	.00	.00	30,000.00	30,000.00	.0
03-70-7090-00 INSURANCE DEDUCTIBLES	.00	.00	7,500.00	7,500.00	.0
03-70-8012-00 PROFESSIONAL SERVICES	240.93	600.90	65,000.00	64,399.10	.9
TOTAL OPERATIONS - SEWER FUND	179,221.39	283,997.13	1,193,000.00	909,002.87	23.8
TOTAL FUND EXPENDITURES	190,957.14	322,374.80	1,463,100.00	1,140,725.20	22.0
NET REVENUE OVER EXPENDITURES	12,155.59	206,467.99	191,900.00	(14,567.99)	107.6

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2016

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
05-00-4070-00 COLORADO LOTTERY	15,711.35	15,711.35	50,000.00	34,288.65	31.4
05-00-4110-00 PARK FEES	7,500.00	16,500.00	62,500.00	46,000.00	26.4
05-00-4130-00 LARIMER COUNTY USE TAX	7,210.92	21,320.16	40,000.00	18,679.84	53.3
05-00-4330-00 OTHER	483.15	523.83	1,200.00	676.17	43.7
05-00-4610-00 CT-EARNINGS ON INVEST.	665.41	1,588.78	3,500.00	1,911.22	45.4
TOTAL SOURCE 00	31,570.83	55,644.12	157,200.00	101,555.88	35.4
TOTAL FUND REVENUE	31,570.83	55,644.12	157,200.00	101,555.88	35.4

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
05-70-6533-00 TREE TRIMMING	.00	.00	6,000.00	6,000.00	.0
05-70-6544-01 CAPITAL - TREES	.00	.00	7,000.00	7,000.00	.0
05-70-6544-04 LAWN MOWER	.00	.00	46,000.00	46,000.00	.0
05-70-6545-00 EDDIE ARAGON PARK	.00	.00	6,000.00	6,000.00	.0
05-70-6546-00 SUNRISE PARK	.00	.00	3,500.00	3,500.00	.0
05-70-6547-00 PARISH PARK	.00	.00	3,500.00	3,500.00	.0
05-70-6548-00 HAYS PARK	.00	.00	55,700.00	55,700.00	.0
05-70-6549-00 PIONEER RIDGE PARK	.00	.00	3,500.00	3,500.00	.0
05-70-6550-00 ROLLING HILLS RANCH PARK	.00	.00	3,500.00	3,500.00	.0
05-70-6551-00 JOHNSTOWN LAKE PARK	97.50	97.50	5,000.00	4,902.50	2.0
05-70-6553-00 CLEARVIEW PARK	.00	.00	3,500.00	3,500.00	.0
05-70-7020-00 REPAIR & MAINT.	.00	.00	6,000.00	6,000.00	.0
TOTAL DEPARTMENT 70	97.50	97.50	149,200.00	149,102.50	.1
TOTAL FUND EXPENDITURES	97.50	97.50	149,200.00	149,102.50	.1
NET REVENUE OVER EXPENDITURES	31,473.33	55,546.62	8,000.00	(47,546.62)	694.3

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2016

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
06-00-4110-00 TRANSFER FROM GENERAL FUND	.00	.00	225,000.00	225,000.00	.0
06-00-4610-00 CF-EARNINGS ON INVESTMENTS	495.81	1,160.34	900.00	(260.34)	128.9
TOTAL SOURCE 00	495.81	1,160.34	225,900.00	224,739.66	.5
TOTAL FUND REVENUE	495.81	1,160.34	225,900.00	224,739.66	.5

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
06-70-6544-00 TRANSFER TO BANK FUND	2,202.50	2,202.50	1,450,300.00	1,448,097.50	.2
TOTAL DEPARTMENT 70	2,202.50	2,202.50	1,450,300.00	1,448,097.50	.2
TOTAL FUND EXPENDITURES	2,202.50	2,202.50	1,450,300.00	1,448,097.50	.2
NET REVENUE OVER EXPENDITURES	(1,706.69)	(1,042.16)	(1,224,400.00)	(1,223,357.84)	(.1)

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2016

CEMETERY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
07-00-4310-00 CEMETERY LOTS AND CARE	198.00	1,012.60	2,800.00	1,787.40	36.2
07-00-4610-00 CP-EARNINGS ON INVESTMENTS	61.58	150.59	100.00	(50.59)	150.6
TOTAL SOURCE 00	259.58	1,163.19	2,900.00	1,736.81	40.1
TOTAL FUND REVENUE	259.58	1,163.19	2,900.00	1,736.81	40.1
NET REVENUE OVER EXPENDITURES	259.58	1,163.19	2,900.00	1,736.81	40.1

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2016

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
09-00-4110-00 TRANSFER FROM GENERAL FUND	.00	.00	1,000,000.00	1,000,000.00	.0
09-00-4610-00 EARNINGS ON INVESTMENTS	146.67	146.67	5,000.00	4,853.33	2.9
TOTAL SOURCE 00	146.67	146.67	1,005,000.00	1,004,853.33	.0
TOTAL FUND REVENUE	146.67	146.67	1,005,000.00	1,004,853.33	.0

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
09-70-6544-03 GRADER ROLL OVER	18,900.00	18,900.00	19,000.00	100.00	99.5
09-70-6544-04 POLICE VEHICLE	.00	.00	117,000.00	117,000.00	.0
09-70-6544-05 SNOW PLOW FOR PICKUP	.00	.00	10,500.00	10,500.00	.0
09-70-6544-10 COMPUTERS	.00	.00	28,000.00	28,000.00	.0
09-70-6544-12 LOADER	.00	.00	100,000.00	100,000.00	.0
09-70-6544-20 COPIER	.00	.00	10,000.00	10,000.00	.0
09-70-6544-21 SOFTWARE	.00	.00	14,000.00	14,000.00	.0
TOTAL DEPARTMENT 70	18,900.00	18,900.00	298,500.00	279,600.00	6.3
TOTAL FUND EXPENDITURES	18,900.00	18,900.00	298,500.00	279,600.00	6.3
NET REVENUE OVER EXPENDITURES	(18,753.33)	(18,753.33)	706,500.00	725,253.33	(2.7)

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2016

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-00-4110-00 DRAINAGE FEES	32,121.50	95,940.60	375,000.00	279,059.40	25.6
11-00-4610-00 EARNINGS ON INVESTMENTS	1,389.87	3,318.47	6,200.00	2,881.53	53.5
TOTAL SOURCE 00	33,511.37	99,259.07	381,200.00	281,940.93	26.0
TOTAL FUND REVENUE	33,511.37	99,259.07	381,200.00	281,940.93	26.0

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	1,056.11	3,698.14	18,500.00	14,801.86	20.0
11-25-5010-03 OVERTIME	.00	.00	100.00	100.00	.0
11-25-5011-00 PART TIME OFFICE	186.20	186.20	7,200.00	7,013.80	2.6
11-25-5025-00 MANAGER	2,067.18	6,152.81	26,900.00	20,747.19	22.9
11-25-5050-00 PAYROLL TAXES	250.08	758.59	4,000.00	3,241.41	19.0
11-25-5060-00 RETIREMENT FUND	221.92	597.14	3,300.00	2,702.86	18.1
11-25-5065-00 HEALTH INSURANCE	395.13	1,187.54	9,200.00	8,012.46	12.9
11-25-5070-00 WORKMAN'S COMPENSATION	97.11	286.26	600.00	313.74	47.7
11-25-6010-00 UTILITIES	122.60	227.01	1,800.00	1,572.99	12.6
11-25-6505-00 OFFICE SUPPLIES	33.76	243.28	1,200.00	956.72	20.3
11-25-6506-00 UTILITY BILL MAILING	501.75	1,165.84	7,100.00	5,934.16	16.4
11-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	2,000.00	2,000.00	.0
11-25-6510-00 TELEPHONE	117.88	233.76	700.00	466.24	33.4
11-25-6522-00 INSURANCE AND BONDS	.00	625.00	2,500.00	1,875.00	25.0
11-25-6544-04 COMPUTER SOFTWARE	.00	.00	2,500.00	2,500.00	.0
11-25-7020-00 MAINTENANCE AND REPAIRS	.00	136.21	500.00	363.79	27.2
11-25-8010-00 AUDIT	.00	.00	2,500.00	2,500.00	.0
11-25-8012-00 COMPUTER PROF. SERVICES	279.00	894.91	3,300.00	2,405.09	27.1
11-25-8014-00 LEGAL	.00	.00	2,000.00	2,000.00	.0
11-25-8017-00 PROFESSIONAL SERVICES	.00	.00	1,500.00	1,500.00	.0
TOTAL ADMINISTRATION	5,328.72	16,392.69	97,400.00	81,007.31	16.8
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	1,318.08	6,937.99	21,000.00	14,062.01	33.0
11-70-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
11-70-5050-00 PAYROLL TAXES	94.14	508.73	2,000.00	1,491.27	25.4
11-70-5060-00 RETIREMENT FUND	55.82	436.87	1,200.00	763.13	36.4
11-70-5065-00 HEALTH INSURANCE	767.30	2,658.42	10,100.00	7,441.58	26.3
11-70-5070-00 WORKMEN'S COMPENSATION	291.33	858.78	1,700.00	841.22	50.5
11-70-6510-00 TELEPHONE	122.80	229.45	800.00	570.55	28.7
11-70-6511-00 TRAINING	.00	.00	600.00	600.00	.0
11-70-6522-00 INSURANCE	.00	1,150.00	4,600.00	3,450.00	25.0
11-70-6524-00 GAS & OIL	34.56	51.26	2,200.00	2,148.74	2.3
11-70-6526-00 OPERATING SUPPLIES	38.67	38.67	1,100.00	1,061.33	3.5
11-70-6544-06 INFRASTRUCTURE REPAIR	.00	.00	20,000.00	20,000.00	.0
11-70-7020-00 REPAIR & MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
11-70-7022-00 VEHICLE REPAIRS	.00	.00	800.00	800.00	.0
11-70-7024-00 INLET REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
11-70-7026-00 CURB/GUTTER REPLACEMENT	.00	.00	35,000.00	35,000.00	.0
TOTAL OPERATIONS	2,722.70	12,870.17	123,700.00	110,829.83	10.4
TOTAL FUND EXPENDITURES	8,051.42	29,262.86	221,100.00	191,837.14	13.2
NET REVENUE OVER EXPENDITURES	25,459.95	69,996.21	160,100.00	90,103.79	43.7

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
14-00-5010-00 LIBRARY- SALARIES	19,200.16	56,587.16	.00	(56,587.16)	.0
14-00-5050-00 LIBRARY-PAYROLL TAXES	1,440.60	4,244.26	.00	(4,244.26)	.0
14-00-5065-00 HEALTH INS.	369.30	1,107.90	.00	(1,107.90)	.0
14-00-5070-00 WORKMENS COMPENSATION	194.22	572.52	.00	(572.52)	.0
TOTAL DEPARTMENT 00	21,204.28	62,511.84	.00	(62,511.84)	.0
TOTAL FUND EXPENDITURES	21,204.28	62,511.84	.00	(62,511.84)	.0
NET REVENUE OVER EXPENDITURES	(21,204.28)	(62,511.84)	.00	62,511.84	.0

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
15-00-4060-00 USE TAX	231,948.53	523,061.45	850,000.00	326,938.55	61.5
15-00-4610-00 EARNINGS ON INVESTMENTS	9,206.66	21,017.02	30,000.00	8,982.98	70.1
15-00-4720-00 FROM WATER FUND	.00	.00	45,000.00	45,000.00	.0
TOTAL SOURCE 00	241,155.19	544,078.47	925,000.00	380,921.53	58.8
TOTAL FUND REVENUE	241,155.19	544,078.47	925,000.00	380,921.53	58.8

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
15-70-6544-16 SOUTH PARISH RR CROSSING	.00	.00	65,000.00	65,000.00	.0
15-70-6544-17 YMCA FEASIBILITY STUDY	4,497.00	4,497.00	12,000.00	7,503.00	37.5
15-70-7015-00 ANNUAL OVERLAY	.00	.00	250,000.00	250,000.00	.0
15-70-7020-00 STREET REPAIR & MAINT.	1,201.76	1,201.76	150,000.00	148,798.24	.8
15-70-7022-00 ALLEY IMPROVEMENTS	.00	.00	2,000.00	2,000.00	.0
15-70-7035-00 COMMUNITY CENTER IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
15-70-7041-00 LIBRARY IMPROVEMENTS	.00	.00	12,500.00	12,500.00	.0
15-70-7045-00 STREETLIGHTS	.00	.00	5,000.00	5,000.00	.0
15-70-7047-00 SIGNS	.00	106.00	30,000.00	29,894.00	.4
15-70-7065-00 SIDEWALK/CURB REPL.	.00	.00	15,000.00	15,000.00	.0
15-70-7085-00 SHOP IMPROVEMENTS	.00	.00	5,500.00	5,500.00	.0
15-70-7090-00 COLUMBINE COMPLEX REPAIRS	.00	.00	5,000.00	5,000.00	.0
15-70-8017-00 PROFESSIONAL SERVICES	.00	.00	75,000.00	75,000.00	.0
TOTAL DEPARTMENT 70	5,698.76	5,804.76	632,000.00	626,195.24	.9
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15-80-7060-00 REBATE	.00	.00	150,000.00	150,000.00	.0
TOTAL DEPARTMENT 80	.00	.00	150,000.00	150,000.00	.0
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TOTAL FUND EXPENDITURES	5,698.76	5,804.76	782,000.00	776,195.24	.7
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NET REVENUE OVER EXPENDITURES	235,456.43	538,273.71	143,000.00	(395,273.71)	376.4

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2016

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
16-00-4070-00 FROM SALES TAX	5,420.51	20,237.33	93,000.00	72,762.67	21.8
16-00-4610-00 EARNINGS ON INVESTMENTS	.00	.00	20.00	20.00	.0
TOTAL SOURCE 00	5,420.51	20,237.33	93,020.00	72,782.67	21.8
TOTAL FUND REVENUE	5,420.51	20,237.33	93,020.00	72,782.67	21.8

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2016

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
16-70-7010-00 CONSTRUCTION	.00	.00	107,020.00	107,020.00	.0
TOTAL DEPARTMENT 70	.00	.00	107,020.00	107,020.00	.0
TOTAL FUND EXPENDITURES	.00	.00	107,020.00	107,020.00	.0
NET REVENUE OVER EXPENDITURES	5,420.51	20,237.33	(14,000.00)	(34,237.33)	144.6

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
17-00-4610-00 EARNINGS ON INVESTMENTS	4,894.64	12,714.03	35,000.00	22,285.97	36.3
TOTAL SOURCE 00	4,894.64	12,714.03	35,000.00	22,285.97	36.3
 <u>SOURCE 01</u>					
17-01-4110-01 TRANSPORATION FAC. DEV. FEE	210,523.38	300,883.52	230,000.00	(70,883.52)	130.8
17-01-4110-02 POLICE FACILITIES DEV. FEE	30,252.95	45,293.58	53,000.00	7,706.42	85.5
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	48,030.71	85,886.96	142,000.00	56,113.04	60.5
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	17,075.27	37,421.20	138,000.00	100,578.80	27.1
17-01-4110-05 LIBRARY FACILITIES FEE	7,042.24	13,378.40	27,000.00	13,621.60	49.6
17-01-4110-06 TRAFFIC SIGNAL	1,952.02	3,267.46	5,000.00	1,732.54	65.4
TOTAL SOURCE 01	314,876.57	486,131.12	595,000.00	108,868.88	81.7
 TOTAL FUND REVENUE	 319,771.21	 498,845.15	 630,000.00	 131,154.85	 79.2

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
17-70-8017-00 PARKS & OPEN - PROFESSIONAL	.00	.00	20,000.00	20,000.00	.0
17-70-8018-00 TRANSPORTATION EXPENDITURES	1,750.00	1,750.00	700,000.00	698,250.00	.3
TOTAL DEPARTMENT 70	1,750.00	1,750.00	720,000.00	718,250.00	.2
TOTAL FUND EXPENDITURES	1,750.00	1,750.00	720,000.00	718,250.00	.2
NET REVENUE OVER EXPENDITURES	318,021.21	497,095.15	(90,000.00)	(587,095.15)	552.3

RESOLUTION

No. 2016-02

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2016-02

**APPROVING AN AMENDMENT TO THE 2534 DESIGN GUIDELINES
LAND USE PLAN TO ALLOW MULTI-FAMILY RESIDENTIAL
DEVELOPMENT ON SPECIFIC LOTS IN AREA B.1**

WHEREAS, on November 1, 2004, the Town Council of the Town of Johnstown approved and adopted design guidelines for the 2534 development (“2534 Design Guidelines”); and

WHEREAS, on October 1, 2013, the Town Council approved an amendment to the 2534 Design Guidelines to permit multi-family residential development on specific lots in an area previously designated as Area B and currently designated as Area B.2; and

WHEREAS, Thompson Ranch Development Company, on behalf of AG Spanos Gateway II, submitted an application for an amendment to the 2534 Design Guidelines (“Application”) to allow additional multi-family residential development on approximately 8.7 acres in the eastern portion of Block 12, 2534 within Area B.1, which property is described on Exhibit A attached hereto and incorporated herein by reference (“Property”); and

WHEREAS, the applicant specifically seeks an amendment to the Land Use Plan contained within the 2534 Design Guidelines to designate the Property as Area B.2 (Office, Flex, Retail, and Multi Family Residential), allowing, in addition to the currently approved uses, uses consistent with Sections 1.4.3 and 1.4.4 of the 2534 Design Guidelines; and

WHEREAS, Section 1.5.5 of the 2534 Design Guidelines provides that a change in land use constitutes a major change and shall require action by the Planning and Zoning Commission and final approval by the Town Council; and

WHEREAS, the Planning and Zoning Commission held a hearing on February 10, 2016, and voted to recommend approval of the proposed land use change on the following conditions:

1. The quality of the overall development, including but not limited to architecture and amenities, shall be equal to or better than the representations provided in the Application and shall include, at a minimum, replacing the proposed siding materials with stucco, a combination of stone and brick or other materials as approved by the Town.
2. Development of the Property shall be preceded by Town staff approval of a Final PUD Site Development Plan and related civil engineering in accordance with the 2534 Design Guidelines, Town public improvements design criteria and all other Town requirements.

3. Potential impacts of the development of the Property, including but not limited to, traffic, parking lots and drives and site lighting impacts, such as the intrusion of the lighting on the nearby single family residential neighborhood, shall be subject to further study and mitigation measures to reduce identified impacts shall be subject to Town approval through the Final PUD Site Development Plan.

and

WHEREAS, on March 7, 2016, Town Council held a public hearing to consider the Application and heard evidence presented by the applicant and others; and

WHEREAS, based upon all the evidence received, the Town Council finds that proposed land use change is appropriate and in the best interests of the Town.

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

Section 1. The Land Use Plan contained in the 2534 Design Guidelines shall be amended to reflect that the Property is designated as "Area B.2," subject to the conditions set forth above.

Section 2. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED, SIGNED, APPROVED, AND ADOPTED this __ day of April, 2016.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

RESOLUTION

No. 2016-03

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2016-03

APPROVING FINAL SITE DEVELOPMENT PLAN FOR CLEARVIEW PUD, FIFTH FILING, CONSISTING OF APPROXIMATELY 4.29 ACRES, LOCATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, Clearview 4 Investments, LLC (the “Applicant”) filed an application with the Town of Johnstown for approval of a Final Site Development Plan for land located in the Northeast Quarter of Section 12, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, and consisting of approximately 4.29 acres; and

WHEREAS, on September 23, 2015, the Planning Commission held a hearing and reviewed the request and recommended that the Town Council approve the Final Site Development Plan with certain conditions; and

WHEREAS, on February 1, 2016 and on April 4, 2016, the Town Council held a public hearing concerning the Final Site Development Plan and, after considering the Planning Commission’s recommendations, reviewing the file, and conducting a hearing, finds that the data requirements, design standards, and required improvements shown meet the requirements of the Johnstown Municipal Code Subdivision Regulations, subject to certain conditions.

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

Section 1. Final Site Development Plan Approval. The Final Site Development Plan for Clearview PUD, Fifth Filing, described as in the Northeast Quarter of Section 12, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, and consisting of approximately 4.249 acres, as more specifically described on the attached Exhibit A, is hereby approved based on the conditions set forth in Section 2.

Section 2. Conditions. Approval of the Final Site Development Plan is subject to the following conditions:

1. Prior to the issuance of building permits, the Applicant shall obtain Town staff approval of revised civil engineering drawings, landscaping, fencing and signage; the Johnstown Fire Protection District shall provide final approval of the development;

and the Applicant shall pay a pro rata share of the anticipated cost of the Carlson Boulevard-Highway 60 traffic signal.

2. On or before April 1, 2017, the Clearview PUD, as more specifically described on the attached Exhibit B, by and through the Applicant and the various homeowners' associations, shall construct and operate a non-potable water irrigation system. On April 1, 2017, with the exception of the property subject to the Final Plat for Clearview PUD, Third Filing, the Town shall disconnect the Clearview PUD from the Town of Johnstown's raw water line. If the Clearview PUD is not in a position to have an operable non-potable water system by April 1, 2017, the Applicant shall notify Town Council by February 1, 2017, and provide the grounds for the inability to meet the April 1, 2017 deadline. Town Council, in its sole discretion, shall thereafter determine whether to extend the date for the disconnection of the raw water line.

PASSED, SIGNED, APPROVED, AND ADOPTED this _____ day of April, 2016.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

**OLD
BUSINESS**

AGENDA ITEM 8A

**OPERATIONS
AND
MAINTENANCE
INTERGOVERNMENTAL
AGREEMENT
(Johnstown Plaza)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 18, 2016

ITEM NUMBER: 8A

SUBJECT: Consider Operations and Maintenance Intergovernmental Agreement for Johnstown Plaza

ACTION PROPOSED: Approve Operations and Maintenance Intergovernmental Agreement for Johnstown Plaza

PRESENTED BY: Town Attorney

AGENDA ITEM DESCRIPTION: The Service Plan for the Johnstown Plaza Metropolitan District ("District") and the Comprehensive Development Agreement, Funding Plan and Intergovernmental Agreement contemplate that the Town and District enter into an Operations and Maintenance Intergovernmental Agreement ("O & M Agreement"), setting forth the District's ongoing obligations regarding the public improvements. The material terms of the proposed O & M Agreement are as follows:

- The District shall operate and maintain the public improvements (streets, parking lots, walkways, art, landscaping, etc.) in a first class condition to a level equivalent to the initial installation plans and specifications.
- The Town retains the right to inspect the public improvements and to determine, in its discretion, whether the improvements are being properly operated and maintained.
- If the Town determines that the improvements are not being properly operated and maintained, the Town may provide notice to the District to correct the deficiencies. If the District does not timely correct the deficiencies, the Town may undertake the corrective work and submit an invoice to the District.
- If the District is not able to pay the invoice, the District is required to impose a mill levy sufficient to reimburse the Town for its expenses along with statutory interest.
- The District is required to provide an Annual Maintenance Report to the Town by April 1 of each year, containing the dates of inspections of the public improvements during the prior year, the remedial actions undertaken during the prior year and the public improvements requiring repair during the current year and the schedule to complete the work. The Annual Maintenance Report must also contain the District's reserve plan for future maintenance and repair obligations.

LEGAL ADVICE: The Agreement was drafted by the Town Attorney and the Town's special counsel, McGeady Becher, P.C., and by counsel for the District.

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve Operations and Maintenance Intergovernmental Agreement for Johnstown Plaza.

SUGGESTED MOTION:

For Approval: I move to approve the Operations and Maintenance Intergovernmental Agreement for Johnstown Plaza and authorize the Mayor to sign it.

For Denial: I move to deny approval of Operations and Maintenance Intergovernmental Agreement for Johnstown Plaza for Johnstown Plaza.

Reviewed:


Town Manager

AGREEMENT

OPERATIONS AND MAINTENANCE
INTERGOVERNMENTAL AGREEMENT
FOR
JOHNSTOWN PLAZA
JOHNSTOWN, COLORADO

THIS OPERATIONS AND MAINTENANCE INTERGOVERNMENTAL AGREEMENT FOR JOHNSTOWN PLAZA, JOHNSTOWN, COLORADO ("Agreement") is made and entered into as of the Effective Date by and between THE TOWN OF JOHNSTOWN, COLORADO, a home-rule municipality of the Counties of Larimer and Weld, State of Colorado ("Town"), and JOHNSTOWN PLAZA METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the state of Colorado ("District") (collectively, the "Parties").

RECITALS

WHEREAS, Johnstown Plaza, LLC ("Developer") is the owner of a parcel of land situated in the Town of Johnstown, County of Larimer, State of Colorado, the description of which is set forth on Exhibit A attached hereto and incorporated herein by this reference, which Property is within the boundaries of the District;

WHEREAS, the Developer intends to purchase additional land situated in the Town of Johnstown, County of Larimer, State of Colorado, the description of which is set forth on Exhibit B attached hereto and incorporated herein by this reference, which property, within a reasonable time subsequent to acquisition, shall be included within the boundaries of the District;

WHEREAS, the Developer intends to construct a destination retail shopping center containing many square feet of new retail uses on the property described on Exhibits A and B ("Project");

WHEREAS, the District was formed pursuant to the applicable provisions of the Colorado Special District Act by Court Order in Larimer County, District Court, Case No. 15 CV 030779 and is subject to the service plan approved by the Town of Johnstown Town Council by resolution on September 21, 2015 as the same may be modified from time to time ("Service Plan");

WHEREAS, the District is authorized to finance, design, plan, construct, install, complete, operate and maintain public improvements related to and necessitated by the Project;

WHEREAS, the Service Plan contemplates that the Parties execute an operations and maintenance intergovernmental agreement defining the duties and obligations of the District to operate, maintain, repair and replace the public improvements, authorizing the Town to undertake the unfulfilled duties of the District at the District's expense and providing the Town with access for such undertakings and confirming the District's authority to raise revenue to pay for such activities by, among other legally available means, compelling the District to impose a mill levy to reimburse the Town for any reasonable costs incurred in the event the Town undertakes the unfulfilled duties of the District;

WHEREAS, the Parties along with the Developer also entered into a Comprehensive Development Agreement, Funding Plan and Intergovernmental Agreement for Johnstown Plaza, Johnstown, Colorado ("Development and Funding Agreement"), which provides that the Town and the District enter into an operations and maintenance intergovernmental agreement requiring, among other matters, that the District operate and maintain the public improvements in a condition comparable to the initial installation plans and specifications approved by the Town, authorizing the Town to enter the public spaces to provide repair, maintenance or replacement of the public improvements in the event the District is in breach of its obligations and compelling the District to impose a mill levy to fund the reimbursement of the Town for costs incurred;

WHEREAS, at the election held on November 3, 2015, the District presented the following Ballot Issues 5B and 5R to its eligible electors:

SHALL JOHNSTOWN PLAZA METROPOLITAN DISTRICT TAXES BE INCREASED \$5,000,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S ADMINISTRATION, OPERATIONS, MAINTENANCE, AND OTHER EXPENSES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED FOR THE PURPOSE OF PAYING THE DISTRICT'S OPERATIONS, MAINTENANCE, AND OTHER EXPENSES; AND SHALL THE PROCEEDS OF SUCH TAXES AND INVESTMENT INCOME THEREON BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE IN 2015 AND IN EACH YEAR THEREAFTER, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, THE LIMITS IMPOSED ON INCREASES IN PROPERTY TAXATION BY SECTION 29-1-301, C.R.S., OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES, AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?; and

SHALL JOHNSTOWN PLAZA METROPOLITAN DISTRICT BE AUTHORIZED TO ENTER INTO ONE OR MORE MULTIPLE FISCAL YEAR FINANCIAL OBLIGATIONS EVIDENCED BY AN INTERGOVERNMENTAL AGREEMENT OR AGREEMENTS CONCERNING THE PROVISION OF PUBLIC IMPROVEMENTS WITH THE TOWN OF JOHNSTOWN, COLORADO OR ONE OR MORE OTHER GOVERNMENTAL UNITS OR GOVERNMENTALLY-OWNED ENTERPRISES, CONTAINING SUCH TERMS AND CONDITIONS AS THE BOARD OF DIRECTORS OF THE DISTRICT MAY DETERMINE TO BE NECESSARY AND APPROPRIATE AND PROVIDING FOR PAYMENTS BY THE DISTRICT IN AN AGGREGATE AMOUNT NOT TO EXCEED \$150,000,000 OF TAX REVENUES DERIVED FROM AN AD VALOREM MILL LEVY IMPOSED BY THE DISTRICT ON ALL TAXABLE PROPERTY?

WHEREAS, Ballot Issues 5B and 5R were approved by the eligible electors and, among other matters, authorize the District to impose a mill levy for the District's operations and maintenance expenses and authorize the multiple fiscal year obligations of the District set forth in this Agreement;

WHEREAS, pursuant to C.R.S. § 29-1-203, the Parties are authorized to enter into cooperative agreements and contracts for certain specified purposes, and intend that this Agreement constitute such an intergovernmental agreement with respect to the operation and maintenance of the public improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by reference.
2. Definitions. For purposes of this Agreement, the following terms have the meanings indicated below:
 - A. Annual Maintenance Report. As defined in Paragraph 4 below.
 - B. District Streets. The streets that will be constructed as a part of the Public Improvements that will not be dedicated to the Town.
 - C. Effective Date. The date that this Agreement is fully executed by all the Parties, which shall be the date the Agreement is executed by the Town.
 - D. Pedestrian Walkways and Trails. The sidewalks, walkways and trails to be constructed as a part of the Public Improvements that will not be dedicated to the Town.
 - E. Property. The property described on Exhibit A and, upon the Developer's acquisition, the property described on Exhibit B.
 - F. Public Art. The Art located in Public Spaces that will be acquired and installed as a part of the Public Improvements that will not be dedicated to the Town.
 - G. Public Improvements. The improvements generally described on Exhibit C that will be owned and maintained by the District, including but not limited to the Public Spaces, the Public Art, the Public Plazas, the Public Parking Facilities, the Pedestrian Walkways and Trails, the District Streets and the Public Landscaping.
 - H. Public Landscaping. The landscaping that will be constructed or, as appropriate, installed in the Public Spaces as a part of the Public Improvements that will not be dedicated to the Town.
 - I. Public Parking Facilities. The parking lots and structures that will be constructed or, as appropriate, installed in the Public Spaces as a part of the Public Improvements that will not be dedicated to the Town.
 - J. Public Plazas. The plazas that will be constructed or, as appropriate, installed in the Public Spaces as a part of the Public Improvements that will not be dedicated to the Town.
 - K. Public Spaces. The property upon which the Public Art, Public Parking Facilities, Public Plazas, Public Streets and Pedestrian Walkways and Trails are to be located.

3. Operation and Maintenance of Public Improvements. The District shall operate and maintain the Public Improvements in first-class condition to a level equivalent to the initial installation plans and specifications approved by the Town ("Maintenance Standard"). Among the other operations and maintenance obligations, the District shall ensure that the Public Landscaping is consistently maintained to a high quality, which shall include, but not be limited to, regular grass cutting, tree trimming and seasonal flower planting. The District shall perform maintenance of the Public Improvements based on the Maintenance Standard at regular intervals to sustain the Maintenance Standard. The Town shall at all times retain the right to determine whether the District is properly operating and maintaining the Public Improvements as required herein.

4. Annual Maintenance Report. The District shall provide an Annual Maintenance Report to the Town by April 1 of each calendar year, documenting: (a) the dates of inspections of the Public Improvements during the prior calendar year; (b) the remedial actions, if any, undertaken during the prior calendar year; and (c) the Public Improvements, if any, requiring modification, repair or reconstructive work during the current calendar year, the schedule to accomplish such work and the source of funding for such work. The Annual Maintenance Report shall also contain the District's reserve plan for the operating and maintenance obligations required herein for the next ten consecutive years for the pavement associated with the District Streets, Pedestrian Walkways and Trails, Public Parking Facilities and Public Plazas and for the next three consecutive years for the remaining Public Improvements. If the Town Manager objects to the schedule to accomplish the work set forth in subpart (c) above or the schedule proposed in the District's reserve plan, the District shall promptly, within fifteen (15) days, revise and resubmit the Annual Maintenance Report to address or conform to the Town's recommendations and requirements

5. Annual Budget and Appropriations. To the extent permitted by law, the District agrees to budget and appropriate sufficient funds annually to operate and maintain the Public Improvements to the Maintenance Standard and to maintain the reserve plan referenced in Paragraph 4.

6. Town Inspection; Notice; Cure. The Town shall have the right to enter the Property at all reasonable times to inspect the Public Improvements. If, upon inspection, the Town, in its sole discretion, determines that the District has failed to properly operate, maintain, repair or replace the Public Improvements to the Maintenance Standard, the Town may provide written notice to the District of the default, requiring that corrective work be performed within thirty (30) days or, if the failure cannot be cured in thirty (30) days, then commenced in thirty (30) days, and diligently pursued to completion. The Town may, in its sole discretion, extend the time period for the corrective work. The Town's receipt of an Annual Maintenance Report shall not limit or otherwise act as a waiver of the Town's right to inspect the Public Improvements and require corrective work as set forth herein. The Town's rights hereunder shall exist regardless of whether the Town Manager requests a modification to the schedule as set forth in Paragraph 4.

7. Town Performance of Maintenance and District Reimbursement Obligation. If the corrective work is not performed or commenced and diligently pursued within the time specified in Paragraph 6 above, the Town may enter the Property and perform the corrective work to bring the applicable Public Improvements to the Maintenance Standard. Upon

completion of the work, the Town shall provide written notice of the cost of the corrective work to the District, which may include the Town's documented administrative costs in enforcing this obligation, including but not limited to the Town's reasonable attorney's fees. The District shall reimburse the Town's costs within thirty (30) days of receipt of the written notice. Notwithstanding the foregoing, if the Town, in its sole discretion, determines that corrective work needs to be immediately performed to protect the public health or safety, the Town may undertake to complete such corrective work without providing notice to the District and shall be entitled to reimbursement for the costs of such work as set forth herein.

8. Imposition and Pledge of Mill Levy. If the District does not reimburse the Town prior to November 1 of the fiscal year in which the Town submits its invoice pursuant to Paragraph 7 above, and the District is unable to pay prior to the end of such fiscal year, then, by November 15 of such fiscal year, the District shall certify a mill levy that is sufficient, however in no event shall such mill levy exceed ten (10) mills, to fully reimburse the Town for the outstanding costs and for interest at the statutory rate, which shall be paid as soon as possible after the District's receipt of the tax revenue collected as a result of the mill levy. For invoices submitted on or after November 1 of any given year that are not paid pursuant to Paragraph 7 and the District is unable to pay, the District shall certify the mill levy, which mill levy shall not to exceed ten (10) mills, by November 15 of the following fiscal year.

9. Legal Opinions. On or prior to the seventh day after the Effective Date, the District shall deliver an opinion of its outside counsel addressed to the Town, solely with respect to this Agreement, which opinion shall state in substance that, assuming this Agreement has been duly authorized, executed and delivered by the Parties hereto, the Agreement constitutes a valid and binding agreement of the District enforceable according to its terms, subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other law affecting the enforcement of creditors' rights generally and subject to the application of general principles of equity. Such opinion may also contain additional exceptions or qualifications as are agreed to in writing by the Town and the District. With at least thirty (30) days' written notice by the District and the District's delivery of funds to the Town sufficient to pay for the costs and expenses of an opinion, outside counsel to the Town shall provide the District with a similar opinion letter concerning the Agreement. From time to time, a Party to this Agreement may otherwise request a new opinion from the other Parties' outside counsel at such requesting Party's cost and expense.

10. Term. This Agreement shall commence on the date first shown above and, unless sooner terminated, shall continue in perpetuity.

11. Town's Limited Obligations. Nothing in this Agreement shall be construed to require the Town to inspect, operate, maintain, repair or replace the Public Improvements. The Town's undertaking of any of the District's obligations as set forth in this Agreement shall not relieve the District from the continuing obligations to inspect, operate, maintain, repair or replace the Public Improvements as set forth in this Agreement, the Service Plan, the Development and Funding Agreement and as otherwise required.

12. Modification and Amendments. This Agreement, including but not limited to the Maintenance Standard referenced herein, may only be modified, amended, terminated or

superseded in writing by the Parties in an amendment to this Agreement that is properly approved and executed in accordance with applicable law.

13. Notices. Any notice or communication required under this Agreement between the Parties must be in writing, and may be given either personally or by certified mail, return receipt requested. If personally delivered, a notice will be deemed to have been given when delivered to the party to whom it is addressed. If given by certified mail, the same will be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) three days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. A Party may, by giving written notice to the other Party, designate additional persons to whom notices or communications shall be given or designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the Town:

Roy Lauricello, Town Manager
Town of Johnstown
450 South Parish Avenue
Johnstown, CO 80534

With a copy to:

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

and

MaryAnn M. McGeady
Elisabeth A. Cortese
McGeady Becher P.C.
450 East 17th Avenue, Suite 400
Denver, CO 80203-1254

If to the District:

Johnstown Plaza Metropolitan District
c/o Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203

With a copy to:

Rick Kron
David O'Leary
Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203

14. No Waiver. Delays in enforcement or the waiver of any one or more breaches of this Agreement shall not constitute a waiver of any of the remaining terms or obligations.

15. Assignment; Binding Effect. This Agreement shall be binding upon and, except as otherwise provided in this Agreement, shall inure to the benefit of the Parties' successors in interest. The District may, subject to the Town's prior written consent, assign its obligation to inspect, operate, maintain, repair and replace the Public Improvements under this Agreement. Notwithstanding the foregoing, the District shall remain liable for the obligation to reimburse the Town for the costs of corrective work as set forth in Paragraph 7 of this Agreement.

16. No Joint Venture or Partnership. No form of joint venture or partnership exists between the Parties hereto, and nothing contained in this Agreement will be construed as making the Parties joint venturers or partners.

17. 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 buyers and materialmen, laborers or others providing work, services or materials for the Public Improvements.

18. 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. 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 District, District Officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as amended.

19. Insurance. District shall, at a minimum, carry insurance in the types and amounts set forth below:

A. District shall acquire and maintain, during the entire term of the Agreement, statutory workers' compensation insurance coverage, commercial general liability insurance coverage and automobile liability insurance coverage in no less than the amounts set forth in subparagraph D below. Town shall be named as an additional insured on District's commercial general liability insurance and automobile liability insurance. Such additional insured coverage provides defense and indemnity coverage only for actions arising from District's acts, actions, omissions or neglect but shall not provide defense or indemnity coverage for Town's own acts, actions, omissions or neglect or for unproven allegations. Any such policy of insurance obtained to comply with this paragraph shall provide that Town shall receive thirty (30) days written notice prior to the policy's cancellation, non-renewal or modification to any provisions of such policy affecting the insurance coverage requirements under the Agreement.

L. Prior to commencing any work under the Agreement, District shall provide Town with a certificate or certificates evidencing the insurance required by this paragraph, as well as the amounts of coverage for the respective types of coverage. If the coverage required under this paragraph expires during the term of the Agreement, District shall provide replacement certificate(s) evidencing the continuation of the required policies.

M. If any policy obtained by District is a claims-made policy, the following conditions shall apply: the policy shall provide District the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. District agrees to purchase this extended reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall not be later than the date the Agreement is signed by the parties to the Agreement. If District purchases a subsequent claims-

made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date the Agreement is signed by the parties to the Agreement.

N. District shall acquire and maintain during the entire term of the Agreement, statutory workers' compensation insurance coverage, comprehensive general liability insurance coverage, and automobile liability insurance coverage in the following amounts:

i. Workers' Compensation Insurance in accordance with applicable law, including employers' liability.

ii. Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate. Coverage shall include all major divisions of coverage and be on a comprehensive basis including:

- a. premises operations;
- b. personal injury liability without employment exclusion;
- c. blanket contractual;
- d. broad form property damages;
- e. medical payments;
- f. independent contractors coverage.

iii. Commercial automobile liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each accident covering any auto.

iv. All coverages specified above shall waive any right of subrogation against Town and its Council members, officers, agents, and employees; such waiver of subrogation shall apply solely to acts, actions, omissions or neglect of District, and in no way limits the right of subrogation for acts, actions, omissions or neglect of Town or others. The policies shall state: "Permission is expressly granted to the insured to waive any right of subrogation against an individual, firm or corporation in accordance with the terms of the agreement provided such waiver is executed in writing prior to any occurrence giving rise to claims hereunder."

20. District Indemnity. To the extent permitted by law, the District shall defend, indemnify, assume all responsibility for and hold the Town, its Council members, officers, agents, and employees, collectively the "Indemnified Parties" or singularly, each an "Indemnified Party") harmless, including without limitation, for attorney's fees and costs, from all claims or suits for and damages to property and injuries to persons, including accidental death, that may be caused by any of the District's activities undertaken pursuant to this Agreement.

A. If any claim relating to the matters indemnified against pursuant to this Agreement is asserted against an Indemnified Party that may result in any damage for which any Indemnified Party is entitled to indemnification under this Agreement, then the Indemnified Party shall promptly give notice of such claim to the District.

O. Upon receipt of such notice, the District shall have the right to undertake, by counsel or representatives of its own choosing, the good faith defense, compromise or settlement of the claim, such defense, compromise or settlement to be undertaken on behalf of the Indemnified Party.

P. The Indemnified Party shall cooperate with the District in such defense at the District's expense and provide the District with all information and assistance reasonably necessary to permit the District to settle and/or defend any such claim.

Q. The Indemnified Party may, but shall not be obligated to, participate at its own expense in a defense of the claim by counsel of its own choosing, but the District shall be entitled to control the defense unless the Indemnified Party has relieved the District from liability with respect to the particular matter.

R. If the District elects to undertake such defense by its own counsel or representatives, the District shall give notice of such election to the Indemnified Party within ten (10) days after receiving notice of the claim from the Indemnified Party.

S. If the District does not so elect or fails to act within such period of ten (10) days, the Indemnified Party may, but shall not be obligated to, undertake the sole defense thereof by counsel or other representatives designated by it, such defense to be at the expense of the District.

T. The assumption of such sole defense by the Indemnified Party shall in no way affect the indemnification obligations of the District.

21. Mediation. If a dispute arises under this Agreement that the Parties are not able to mutually resolve, prior to commencing litigation, the non-breaching Party shall first submit the matter to mediation conducted by a neutral mediator. The Parties shall attempt to agree upon a mediator and shall endeavor to find a mediator having experience in construction-related matters. If the Parties are unable to agree upon a mediator, either Party may apply to the Judicial Arbitrator Group in Denver, Colorado, for appointment of a mediator. The cost of the mediation shall be shared equally by the Parties.

22. 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 County, Colorado.

23. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the Party against whom they are being enforced.

under the facts and circumstances then pertaining or substantially deprive such Party of the benefit of its bargain under this Agreement. The Parties shall cooperate in reforming this Agreement to the extent required to most fully effect the intent of any such invalid, void or unenforceable term, provision, covenant or condition.

24. Costs and Attorneys' Fees. If the District breaches this Agreement, the District 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.

25. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings.

26. 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.

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

28. Further Assurances. Each Party shall execute and deliver to the others all such other further instruments and documents as may be reasonably necessary or requested by another Party to confirm or clarify the intent of the provisions of this Agreement, and to carry out and effectuate this Agreement in order to provide and secure to the other Parties the full and complete enjoyment of their rights and privileges under this Agreement.

29. Authority. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

30. Compliance with the Law. The District shall comply with all federal, state and local laws and regulations in the performance of the obligations under this Agreement.

31. Headings. The paragraph headings herein are for the convenience and reference of the parties and are not intended to define or limit the scope or intent of this Agreement.

32. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the set forth above.

THE TOWN OF JOHNSTOWN
a home-rule municipality of the
State of Colorado

Date: _____

By: _____
Mark Romanowski, Mayor

ATTEST:

Diana Seele, Town Clerk

EXHIBIT A

2534 Filing No. 13, being a Minor Re-Subdivision of Lot 1, A Portion of Lot 8, Block 3, 2534, Lot 2, Block 1, 2534 Filing 11, located in the Northwest Quarter of Section 14, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado.

2534 Filing No. 14, being a Minor Re-Subdivision of Lots 5 & 6, Block 2, 2534, located in the Northeast Quarter of Section 15, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado.

Amended Plat of Lot 4, Block 1, being a Replat of Lot 2, Block 1, Replat of Lot 6, Block 1, 2534 Filing No. 4, located in the Northwest Quarter of Section 14, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado.

Lot 1, 2534 Filing No. 16, being a Replat of Block 12, 2534, located in the Northwest Quarter of Section 14 and the Northeast Quarter of Section 15, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado.

Said described parcels of land contain approximately 59.12 acres, more or less (±)

EXHIBIT B

Phase II – Additional District Boundaries

Lot 2, Block 1, 2534 WEST FIRST FILING, County of Larimer, State of Colorado, as set forth on the 2534 West First Filing Plat, recorded on March 6, 2009 at Reception No. 20090013831;

AND

Lot 1, Block 1 and Outlot A,

2534 WEST FIRST FILING, County of Larimer, State of Colorado, as set forth on the 2534 West First Filing Plat, recorded on March 6, 2009 at Reception No. 20090013831;

AND

Lot 2, Block 1 and Outlot B,

2534 WEST FIRST FILING, County of Larimer, State of Colorado, as set forth on the 2534 West First Filing Plat, recorded on March 6, 2009 at Reception No. 20090013831;

Said described parcels of land contain approximately 39.37 acres, more or less (+)

EXHIBIT C

NOTE: Exhibit C will be distributed at Monday night's Council meeting.

NEW
BUSINESS

AGENDA ITEM 9A

ADMINISTER

OATH

OF

OFFICE

**(Newly Elected Mayor and Council
Members)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 18, 2016

ITEM NUMBER: 9A

SUBJECT: Administer Oath of Office – Newly Elected Mayor and Council Members

ACTION PROPOSED: Administer Oath of Office to Newly Elected Mayor and Council Members

PRESENTED BY: Town Clerk

AGENDA ITEM DESCRIPTION: Section 2.4 C., (Term of Office; Time of Taking Office; Oath) of the Town Charter provides, in part, for the following:

“Before taking office, the Mayor and each Council member shall take and file with the Town Clerk an oath or affirmation to support the United States Constitution, the Colorado Constitution, the Charter, ordinances and codes of the Town and to faithfully perform the duties of the office.”

The Town Clerk will be administering the following oath of office to the newly elected council members:

“I (name of individual), do solemnly swear by the ever living God, that I will support the Constitution of the United States of America and of the State of Colorado, the Charter, ordinances and codes of the Town of Johnstown, and faithfully perform the duties of the office of (name of office) upon which I am about to enter.”

***Note:** An affirmation is also available, if desired.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Administer Oath of Office to Newly Elected Mayor and Council Members

SUGGESTED MOTION: N/A

Reviewed:


Town Manager

AGENDA ITEM 9B

ROLL

CALL

TOWN BOARD AGENDA COMMUNICATION

AGENDA DATE: April 18, 2016

ITEM NUMBER: 9B

SUBJECT: Roll Call

ACTION PROPOSED: N/A

PRESENTED BY: Town Clerk

AGENDA ITEM DESCRIPTION: The Town Clerk will read the name of the Mayor and each Council member for the record to determine who is present/absent for the meeting.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

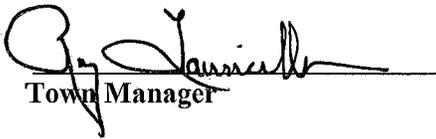
RECOMMENDED ACTION: Acknowledge your presence by stating here, present, etc.

SUGGESTED MOTIONS:

For Approval: N/A

For Denial: N/A

Reviewed:


Town Manager

AGENDA ITEM 9C

**AGENDA
APPROVAL**

TOWN BOARD AGENDA COMMUNICATION

AGENDA DATE: April 18, 2016

ITEM NUMBER: 9C

SUBJECT: Agenda Approval

ACTION PROPOSED: Approve Agenda

PRESENTED BY: Mayor

AGENDA ITEM DESCRIPTION: The Mayor will ask for a motion to approve the agenda as presented. If the agenda is acceptable, a motion will need to be made approving the agenda. Someone will be required to second the motion, and then a vote will be taken.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Agenda as presented.

For Denial:

Reviewed:


Town Manager

AGENDA ITEM 9D

**RECOGNITION
OF
OUTGOING
MAYOR
(Mark Romanowski)**

TOWN BOARD AGENDA COMMUNICATION

AGENDA DATE: April 18, 2016

ITEM NUMBER: 9D

SUBJECT: Recognition of Outgoing Mayor Mark Romanowski

ACTION PROPOSED: N/A

PRESENTED BY: Mayor Scott James

AGENDA ITEM DESCRIPTION: Mayor Scott James will be presenting outgoing Mayor Mark Romanowski with a plaque and jacket in recognition for his years of dedicated service as Mayor and Council member.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: N/A

SUGGESTED MOTIONS:

For Approval: N/A

For Denial: N/A

Reviewed:


Town Manager

AGENDA ITEM 9E

**APPOINTMENT
OF
MAYOR PRO TEM**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 18, 2016

ITEM NUMBER: 9E

SUBJECT: Appointment of Mayor Pro Tem

ACTION PROPOSED: Appoint Mayor Pro Tem

PRESENTED BY: Town Clerk

AGENDA ITEM DESCRIPTION: Section 2.2 (Mayor, Mayor Pro Tem) of the Town Charter provides for the following:

“By the affirmative vote of a majority of the entire Council, a Council member shall be appointed as Mayor Pro Tem for the term as prescribed by ordinance to perform the responsibilities and duties of the Mayor when the Mayor is absent or is otherwise unable to perform the responsibilities and duties of the Mayor.”

LEGAL ADVICE: N/A

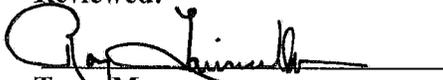
FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Appoint Mayor Pro Tem

SUGGESTED MOTION:

For Appointment: I move to appoint (name of Council member) Mayor Pro Tem.

Reviewed:


Town Manager

AGENDA ITEM 9F

**REAPPOINTMENT
OF
TOWN ATTORNEY**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 18, 2016

ITEM NUMBER: 9F

SUBJECT: Reappointment of Town Attorney

ACTION PROPOSED: Reappoint Town Attorney

PRESENTED BY: Mayor

AGENDA ITEM DESCRIPTION: Article 9 (Town Attorney) of the Town Charter states, in part, the following:

“The Town Council, by majority of the entire Council, shall appoint a Town Attorney to serve at the pleasure of the Council”

Avi Rocklin was initially appointed Town Attorney on February 3, 2014.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

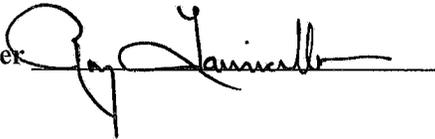
RECOMMENDED ACTION: Reappoint Avi Rocklin Town Attorney

SUGGESTED MOTION:

For Appointment: I move to reappoint Avi Rocklin Johnstown Town Attorney.

Reviewed:

Town Manager



AGENDA ITEM 9G

**REAPPOINTMENT
OF
MUNICIPAL COURT
JUDGE**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 18, 2016

ITEM NUMBER: 9G

SUBJECT: Reappointment of Municipal Court Judge

ACTION PROPOSED: Reappoint Municipal Court Judge

PRESENTED BY: Mayor and Town Attorney

AGENDA ITEM DESCRIPTION: Article 10 (Municipal Judge) of the Town Charter states, in part, the following:

"The Town Council shall appoint, by majority vote of the entire Council, a presiding municipal judge and such deputy municipal judges as the Council deems necessary. Each municipal judge shall be appointed for a two (2) year term."

Mr. Lezar was initially appointed Municipal Judge on May 6, 2002, and previously served as the Town's substitute Municipal Judge.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

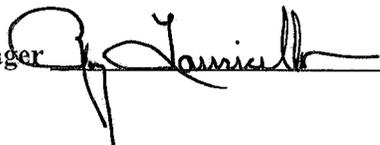
RECOMMENDED ACTION: Reappoint Mr. Mike Lezar Municipal Court Judge

SUGGESTED MOTION:

For Appointment: I move to reappoint Mr. Mike Lezar Johnstown Municipal Court Judge.

Reviewed:

Town Manager



AGENDA ITEM 9H

COMMITMENT

OF

TOWN COUNCIL

**(Construction of Community Recreation
Center)**

(Resolution No. 2016-04)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 18, 2016

ITEM NUMBER: 9H

SUBJECT: Consider Resolution No. 2016-04, Expressing the Commitment of the Town to the Construction of a Community Recreation Center

ACTION PROPOSED: Consider Approval of Resolution No. 2016-04

PRESENTED BY: Town Attorney

AGENDA ITEM DESCRIPTION: Per the "Imagine Johnstown Action Plan 2008-2028" conducted in 2009, the citizens of the Town of Johnstown indicated that the Town of Johnstown have recreational opportunities for all ages. Town Council subsequently listed the development of a community recreation center action plan as a future Council goal.

To communicate Town Council's intent regarding the construction of a community recreation center to the Johnstown community, Town Council may adopt a resolution (refer to attachment) setting forth the actions that have been taken to date, the anticipated future actions and the proposed scope of the anticipated project.

According to the proposed Resolution, Council anticipates a community recreation center being constructed and open for public enjoyment as early as the end of 2018 or early 2019. Council also anticipates that the community recreation center will be constructed without raising taxes or issuing debt.

LEGAL ADVICE: The Resolution was drafted by the Town Attorney.

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve Resolution 2016-04, Expressing the Commitment of the Town to the Construction of a Community Recreation Center.

SUGGESTED MOTION:

For Approval: I move to approve the Resolution No. 2016-04, Expressing the Commitment of the Town to the Construction of a Community Recreation Center.

For Denial: I move to deny approval of the Resolution No. 2016-04, Expressing the Commitment of the Town to the Construction of a Community Recreation Center.

Reviewed:


Town Manager

RESOLUTION

No. 2016-04

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2016-04

**EXPRESSING THE COMMITMENT OF THE
TOWN COUNCIL TO THE CONSTRUCTION
OF A COMMUNITY RECREATION CENTER**

WHEREAS, the Town Council is firmly committed to the construction of a Community Recreation Center in the Town of Johnstown to promote and encourage healthy living and provide space for community events, festivities and socializing; and

WHEREAS, the Town Council recognizes and appreciates that the citizens of the Town of Johnstown similarly desire to have a Community Recreation Center; and

WHEREAS, the Town Council is actively moving forward to accomplish the common goal; and

WHEREAS, the Town Council recently entered into an agreement with an experienced national consultant to conduct research and provide analysis regarding the Community Recreation Center and expects the results of the study by the Summer of 2016; and

WHEREAS, the Town staff recently toured existing recreation center facilities and met with representatives from such facilities to facilitate and advance the construction of the Community Recreation Center; and

WHEREAS, the Town Council will be forming a working committee composed of Council Members, Town staff, citizens and recreation professionals to provide vision and input regarding the design, construction and operation of the Community Recreation Center; and

WHEREAS, based on the best available information, the Town Council anticipates that an architect will be retained during the next calendar year, contractors will thereafter be hired and the Community Recreation Center will be constructed and open for public enjoyment as early as the end of 2018 or early 2019; and

WHEREAS, the Town Council envisions that the Community Recreation Center may contain, among many other amenities, an indoor aquatics area with a leisure/warm water activity pool, a multi-purpose gymnasium, a weight room, a cardiovascular theater, designated space for fitness, aerobics and dance classes, an indoor walking/jogging track, multi-purpose event rooms and a concession area; and

WHEREAS, the Town Council intends to construct the Community Recreation Center WITHOUT RAISING TAXES OR ISSUING DEBT.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT the Town Council hereby supports and intends to undertake the requisite tasks to assure the construction of a Community Recreation Center in the Town of Johnstown in the near future.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of April, 2016.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Scott James, Mayor

