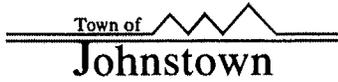


TOWN COUNCIL

MEETING

PACKET

August 15, 2016



Town Council

Agenda
Monday, August 15, 2016
Town Hall, Council Chambers
450 So. Parish Avenue
7:00 PM



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

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

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

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

- 6) **CONSENT AGENDA**
 - A) Town Council Meeting –August 1, 2016
 - B) Payment of Bills
 - C) July Financial Statements
 - D) Resolution No. 2016-07, Concerning Responsible Energy Development
- 7) **STAFF REPORTS**
- 8) **OLD BUSINESS**
- 9) **NEW BUSINESS**
 - A) Consider Award of Professional Services Agreement to Inertia Automation Inc., for Upgrading the Water Plant's Supervisory Control and Data Acquisition System (SCADA)
 - B) Consider Contract between the Town of Johnstown and Great Western Railway of Colorado, L.L.C. for Relocation and Upgrading Highway/Railroad Grade Crossing Surface, Track and Warning Devices on Larimer County Road 3
 - C) Consider First Amendment to Subdivision Development and Improvement Agreement between the Town of Johnstown and Lomas-Somerset Meadows, LLC
- 10) **COUNCIL REPORTS AND COMMENTS**
- 11) **MAYOR'S COMMENTS**
- 12) **ADJOURN**

WORK SESSION

- 1) Discussion of Proposed Economic Development Incentive Policy

NOTICE OF ACCOMODATION

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

AGENDA ITEMS 6A-D

CONSENT

AGENDA

- **Council Minutes – August 1, 2016**
 - **Payment of Bills**
 - **July Financial Statements**
 - **Resolution No. 2016-07**
(Concerning Responsible Energy Development)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: August 15, 2016

ITEM NUMBER: 6A-D

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

- A) Town Council Minutes-August 1, 2016
- B) Payment of Bills
- C) July Financial Statements
- D) *Resolution No. 2016-07, Concerning Responsible Energy Development

* A resolution reaffirming the Town's support for responsible energy development and recognizing the Town's intent to enter into negotiated, legally enforceable lease agreements with oil and gas operators.

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

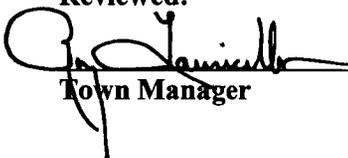
RECOMMENDED ACTION: Approve Consent Agenda

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, August 1, 2016 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor James led the Pledge of Allegiance.

Roll Call

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

Those absent: Councilmember Davis

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

Consent Agenda

Councilmember Mellon made a motion seconded by Councilmember Lebsack to approve the Consent Agenda and to amend the council meeting minutes to reflect Commander Sanchez was present at the meeting instead of Chief Phillips.

- July 18, 2016 Town Council Meeting Minutes
- Second Reading – Ordinance No. 2016-142, An Ordinance Establishing a Street Maintenance Fee.

Motion carried with a unanimous vote.

New Business

A. Consider Hotel Liquor License Renewal for Bonefish Grill #6604 – Councilmember Lebsack made a motion seconded by Councilmember Molinar Jr. to approve the hotel and restaurant liquor license renewal for the Bonefish Grill #6604. Motion carried with a unanimous vote.

B. Presentation of 2015 Audit – John Cutler & Associates, LLC – Councilmember Mellon made a motion seconded by Councilmember Young to accept the annual audit report for the year ending December 31, 2015.

C. Consider Award of Contract to Northern Colorado Constructors, Inc. for the Central Weld County Water District Emergency Water Interconnect Project – Town Council approved an agreement with Central Weld Water District to provide an emergency water interconnect to the Town's water system. Central Weld Water District agreed to construct the necessary tap and valves and to install the concrete vault for housing the equipment near WCR 42 and Parish Avenue. The Town would be responsible for installing the water line from the vault to existing mains in the Pioneer Ridge subdivision. Two contractors submitted bids. Following review of

the bids, the Town is recommending the bid for the CWCWD Emergency Water Interconnect Project be awarded to Northern Colorado Constructors Inc. Councilmember Lebsack made a motion seconded by Councilmember Molinar Jr. to award the contract for the CWCWD Emergency Water Interconnect Project to Northern Colorado Constructors Inc. in a total amount not to exceed \$88,580 and also, authorize the Town Manager to approve change orders in an amount not to exceed 10% of the contract amount and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

There being no further business to come before the Council the meeting adjourned at 7:42 p.m.

Mayor

Town Clerk/Treasurer

**PAYMENT
OF
BILLS**

BILLS SUBMITTED FOR PAYMENT- AUG 2016

| | | |
|--------------------------------------|--------------|-----|
| | | |
| A KID'S PLACE | \$ 156.00 | |
| ACE HARDWARE | \$ 500.00 | EST |
| ADAMSON POLICE PRODUCTS | \$ 32.39 | |
| ALL COPY PRODUCTS | \$ 650.30 | |
| APEX PAVEMENT SOLUTIONS | \$ 34,922.65 | |
| APPLIED CONCEPTS, INC. | \$ 4,025.00 | |
| APPLIED INDUSTRIAL TECHNOLOGIES | \$ 886.30 | |
| BIG AIR JUMPERS | \$ 676.50 | |
| BRANDON COPELAND | \$ 799.50 | |
| BUCKEYE WELDING | \$ 150.00 | |
| BUSINESS INK CO. | \$ 202.10 | |
| CASELLE | \$ 686.00 | |
| CENTURY LINK | \$ 328.51 | |
| CINTAS | \$ 389.80 | |
| COLORADO ANALYTICAL | \$ 535.00 | |
| COLORADO DEPARTMENT OF PUBLIC HEALTH | \$ 9,507.37 | |
| COLORADO INSPECTION CONNECTION | \$ 8,600.00 | |
| COLORADO MOSQUITO CONTROL | \$ 2,890.00 | |
| COREN PRINTING | \$ 200.00 | |
| CSU CASHIER'S OFFICE | \$ 238.75 | |
| DANA KEPNER | \$ 360.58 | |
| DBC IRRIGATION | \$ 691.12 | |
| DPC INDUSTRIES (CHEMICALS) | \$ 14,826.58 | |
| DEPARTMENT OF LABOR & EMPLOYMENT | \$ 50.00 | |
| FERGUSON ENTERPRISES INC. | \$ 2,559.14 | |
| FINE LINES PAVEMENT MARKING | \$ 2,750.00 | |
| FIRST CLASS SECURITY SYSTEMS | \$ 78.90 | |
| FIRST NATIONAL BANK | \$ 1,574.90 | |
| FLOWERS FOR 3 GREENHOUSE | \$ 5,785.00 | |
| FRONTIER FERTILIZER | \$ 108.21 | |
| G&K SERVICES | \$ 258.14 | |
| GCR TIRES | \$ 427.52 | |
| GRAINGER | \$ 389.08 | |
| GREYSTONE TECHNOLOGY | \$ 1,075.00 | |
| GROUNDS GUYS | \$ 3,380.00 | |
| HACH COMPANY | \$ 232.89 | |
| HAYS MARKET | \$ 303.99 | |
| HELTON & WILLIAMSEN, P.C. | \$ 4,053.17 | |
| HILL & ROBBINS PC | \$ 1,863.70 | |
| IRON MOUNTAIN TRUCK & AUTO INC. | \$ 379.94 | |
| J&S CONTRACTORS SUPPLY | \$ 842.50 | |
| JOHNSTOWN BREEZE | \$ 557.10 | |
| JTOWN GRAPHIX | \$ 194.35 | |
| JONES EXCAVATING & PLUMBING | \$ 7,600.00 | |
| KELLIE MANLEY PHOTOGRAPHY | \$ 49.00 | |
| KELLY SUPPLY CO | \$ 158.17 | |
| KENYON P. JORDAN, PHD | \$ 225.00 | |
| KORF CONTINENTAL | \$ 41,340.00 | |
| L7L ENTERPRISES | \$ 3,000.00 | |
| LARIMER HUMANE SOCIETY | \$ 1,285.00 | |
| LAW OFFICE OF AVI S. ROCKLIN, LLC | \$ 5,103.00 | |
| LAZAR, MICHAEL A. | \$ 1,175.00 | EST |

| | | |
|-------------------------------------|-----------|-------------------|
| LOWE'S | \$ | 776.02 |
| MAC EQUIPMENT | \$ | 1,130.03 |
| MARES AUTO | \$ | 150.00 |
| MARIPOSA PLANTS | \$ | 85.00 |
| MCDONALD FARMS | \$ | 9,000.00 |
| MILLIKEN JOHNSTOWN ELECTRIC | \$ | 692.50 |
| MSPS | \$ | 661.75 |
| MUNICIPAL TREATMENT EQUIPMENT INC. | \$ | 514.00 |
| NALCO | \$ | 2,482.62 |
| NAPA AUTO PARTS | \$ | 408.02 |
| NATIONAL NIGHT OUT | \$ | 819.69 |
| NEWCO | \$ | 53.04 |
| NOCO ENGINEERING COMPANY | \$ | 919.50 |
| OZTEK COMMERCIAL SERVICES | \$ | 312.00 |
| PAETEC | \$ | 1,759.35 |
| POUDRE VALLEY REA | \$ | 12,447.78 |
| PROFORCE LAW ENFORCEMENT | \$ | 1,129.63 |
| PUEBLO DODGE CHRYSLER JEEP RAM | \$ | 76,536.00 |
| PURCHASE POWER | \$ | 150.00 |
| QUILL | \$ | 171.94 |
| REX OIL | \$ | 3,547.74 |
| ROADSAFE TRAFFIC SYSTEMS | \$ | 553.20 |
| ROCK SOFT CHENILLE & EMBROIDERY INC | \$ | 189.00 |
| SAFETY & CONSTRUCTION SUPPLY INC. | \$ | 59.66 |
| SOUTHWEST DIRECT INC. | \$ | 2,665.37 |
| SUPPLY WORKS | \$ | 128.24 |
| TDS | \$ | 399.35 |
| TERRY'S TRACTOR SERVICE | \$ | 750.00 |
| THE TREE FARM | \$ | 3,466.19 |
| T.M. SHARPE LLC | \$ | 100.00 |
| TRUGREEN | \$ | 1,098.00 |
| UNITED POWER | \$ | 749.10 |
| UTILITY NOTIFICATION CENTER | \$ | 516.23 |
| VERIZON WIRELESS | \$ | 1,365.80 |
| WASTE MANAGEMENT | \$ | 42,225.32 |
| WINTERS, HELLERICH & HUGHES | \$ | 2,250.00 |
| WORKWELL OCCUPATIONAL MEDICINE | \$ | 50.00 |
| XCEL ENERGY | \$ | 49,975.98 |
| XYLEM WATER SOLUTIONS USA | \$ | 264.75 |
| YOST CLEANING | \$ | 1,972.00 |
| | \$ | 391,577.95 |

JULY
FINANCIAL
STATEMENTS

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|--|---------------------|---------------------|---------------------|----------------------|--------------|
| <u>TAXES</u> | | | | | |
| 01-01-4010-00 GEN. PROPERTY ACCOUNTS | 1,061,321.77 | 4,427,726.55 | 3,367,000.00 | (1,060,726.55) | 131.5 |
| 01-01-4020-00 SPECIFIC OWNERSHIP TAXES | 22,543.30 | 156,173.62 | 200,000.00 | 43,826.38 | 78.1 |
| 01-01-4030-00 FRANCHISE TAXES | 25,399.28 | 232,681.85 | 350,000.00 | 117,318.15 | 66.5 |
| 01-01-4040-00 PENALTIES & INTEREST | (142.64) | (337.74) | 4,000.00 | 4,337.74 | (8.4) |
| 01-01-4070-00 SALES TAX | 221,760.30 | 1,709,300.29 | 1,950,000.00 | 240,699.71 | 87.7 |
| 01-01-4075-00 LODGING TAX | 161.58 | 161.58 | 17,000.00 | 16,838.42 | 1.0 |
| 01-01-4080-00 SEVERANCE TAX | .00 | .00 | 60,000.00 | 60,000.00 | .0 |
| TOTAL TAXES | 1,331,043.59 | 6,525,706.15 | 5,948,000.00 | (577,706.15) | 109.7 |
| <u>LICENSES & PERMITS</u> | | | | | |
| 01-02-4110-00 LIQUOR LICENSE | (32.25) | 576.50 | 700.00 | 123.50 | 82.4 |
| 01-02-4120-00 BUS. LIC. & PERMITS - OTHE | 408.00 | 13,842.00 | 11,000.00 | (2,842.00) | 125.8 |
| 01-02-4130-00 BUILDING PERMITS | 55,842.64 | 605,385.10 | 280,000.00 | (325,385.10) | 216.2 |
| 01-02-4140-00 DOG LICENSE & PERMITS OTHE | 130.00 | 2,183.00 | 2,300.00 | 117.00 | 94.9 |
| 01-02-4150-00 FINGERPRINTING | 10.00 | 89.00 | 200.00 | 111.00 | 44.5 |
| TOTAL LICENSES & PERMITS | 56,358.39 | 622,075.60 | 294,200.00 | (327,875.60) | 211.5 |
| <u>INTERGOVERNMENTAL</u> | | | | | |
| 01-03-4210-00 CIGARETTE TAXES | 1,390.71 | 9,696.53 | 14,000.00 | 4,303.47 | 69.3 |
| 01-03-4220-00 HIGHWAY USERS TAX | 35,120.60 | 233,821.14 | 340,000.00 | 106,178.86 | 68.8 |
| 01-03-4230-00 ADD. VEH. REG. FEE | 4,784.00 | 27,401.50 | 42,000.00 | 14,598.50 | 65.2 |
| 01-03-4240-00 COUNTY ROAD & BRIDGE | 24,067.39 | 45,559.87 | 70,000.00 | 24,440.13 | 65.1 |
| TOTAL INTERGOVERNMENTAL | 65,362.70 | 316,479.04 | 466,000.00 | 149,520.96 | 67.9 |
| <u>CHARGES FOR SERVICES</u> | | | | | |
| 01-04-4310-00 CEMETERY LOTS AND CARE | 5,506.00 | 23,254.40 | 22,000.00 | (1,254.40) | 105.7 |
| 01-04-4320-00 TRASH CHARGES | 42,442.50 | 295,056.68 | 460,000.00 | 164,943.32 | 64.1 |
| 01-04-4330-00 OTHER SERVICES | 53,520.01 | 54,663.41 | 1,500.00 | (53,163.41) | 3644.2 |
| 01-04-4340-00 FISHING PERMITS | 55.00 | 635.00 | 600.00 | (35.00) | 105.8 |
| TOTAL CHARGES FOR SERVICES | 101,523.51 | 373,609.49 | 484,100.00 | 110,490.51 | 77.2 |
| <u>FINES</u> | | | | | |
| 01-05-4410-00 MUNICIPAL COURT FINES & FE | 11,445.35 | 80,228.54 | 75,000.00 | (5,228.54) | 107.0 |
| 01-05-4420-00 SURCHARGE | 2,220.00 | 14,943.35 | 7,500.00 | (7,443.35) | 199.2 |
| TOTAL FINES | 13,665.35 | 95,171.89 | 82,500.00 | (12,671.89) | 115.4 |

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2016

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|--|---------------------|---------------------|---------------------|----------------------|----------------|
| <u>MISCELLANEOUS</u> | | | | | |
| 01-06-4510-00 COMM. CENTER RENTAL FEES | 965.00 | 10,712.00 | 10,000.00 | (712.00) | 107.1 |
| 01-06-4530-00 REFUND OF EXPENDITURES | 1,423.30 | 16,441.44 | 5,000.00 | (11,441.44) | 328.8 |
| 01-06-4570-00 SCHOOL DISTRICT | .00 | .00 | 27,500.00 | 27,500.00 | .0 |
| TOTAL MISCELLANEOUS | 2,388.30 | 27,153.44 | 42,500.00 | 15,346.56 | 63.9 |
| <u>EARNINGS ON INVESTMENTS</u> | | | | | |
| 01-07-4610-00 EARNINGS ON INVESTMENTS | 7,159.01 | 68,469.19 | 50,000.00 | (18,469.19) | 136.9 |
| TOTAL EARNINGS ON INVESTMENTS | 7,159.01 | 68,469.19 | 50,000.00 | (18,469.19) | 136.9 |
| <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 | (9,111.98) | (8,569.91) | 5,000.00 | 13,569.91 | (171.4) |
| TOTAL SOURCE 08 | (9,111.98) | (8,569.91) | 50,000.00 | 58,569.91 | (17.1) |
| TOTAL FUND REVENUE | 1,568,388.87 | 8,020,094.89 | 7,417,300.00 | (602,794.89) | 108.1 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|-----------------|------------------|------------------|------------------|-------------|
| <u>LEGISLATIVE</u> | | | | | |
| 01-10-5010-00 BOARD MEMBERS COMPENSATION | 1,775.00 | 12,375.00 | 22,800.00 | 10,425.00 | 54.3 |
| 01-10-5050-00 PAYROLL TAXES | 135.81 | 946.84 | 1,800.00 | 853.16 | 52.6 |
| 01-10-5070-00 WORKMEN'S COMPENSATION | 97.82 | 546.01 | 1,100.00 | 553.99 | 49.6 |
| 01-10-6522-00 INSURANCE | 225.00 | 675.00 | 900.00 | 225.00 | 75.0 |
| 01-10-6544-03 EQUIPMENT/SOFTWARE - IPADS | 105.88 | 317.76 | 3,000.00 | 2,682.24 | 10.6 |
| 01-10-8016-00 PROFESSIONAL SERVICES | 808.36 | 2,402.54 | 5,000.00 | 2,597.46 | 48.1 |
| TOTAL LEGISLATIVE | 3,147.87 | 17,263.15 | 34,600.00 | 17,336.85 | 49.9 |
| <u>JUDICIAL</u> | | | | | |
| 01-15-5011-00 SAL-JUDGE | 1,068.75 | 6,637.49 | 12,500.00 | 5,862.51 | 53.1 |
| 01-15-5012-00 SAL-PROS. ATT. | 2,220.00 | 12,010.00 | 28,000.00 | 15,990.00 | 42.9 |
| 01-15-6505-00 OFFICE EXPENSES | 105.00 | 708.95 | 900.00 | 191.05 | 78.8 |
| 01-15-8016-00 PROFESSIONAL SERVICES | .00 | .00 | 100.00 | 100.00 | .0 |
| TOTAL JUDICIAL | 3,393.75 | 19,356.44 | 41,500.00 | 22,143.56 | 46.6 |
| <u>ELECTIONS</u> | | | | | |
| 01-20-6413-00 PUBLISHING | .00 | 56.70 | 700.00 | 643.30 | 8.1 |
| 01-20-6526-00 SUPPLIES | .00 | 14,158.52 | 15,000.00 | 841.48 | 94.4 |
| 01-20-8017-00 ELECTION JUDGES | .00 | 671.50 | 800.00 | 128.50 | 83.9 |
| 01-20-8018-00 COORDINATING W/WELD CTY | .00 | .00 | 6,000.00 | 6,000.00 | .0 |
| TOTAL ELECTIONS | .00 | 14,886.72 | 22,500.00 | 7,613.28 | 66.2 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|------------------|-------------------|-------------------|-------------------|-------------|
| <u>ADMINISTRATION</u> | | | | | |
| 01-25-5010-00 SALARIES | 5,531.17 | 36,202.96 | 74,000.00 | 37,797.04 | 48.9 |
| 01-25-5010-03 OVERTIME | .00 | 167.34 | 600.00 | 432.66 | 27.9 |
| 01-25-5011-00 PART TIME OFFICE | 532.64 | 3,372.74 | 7,200.00 | 3,827.26 | 46.8 |
| 01-25-5012-00 HOURLY COMMUNICATIONS STAFF | 888.37 | 7,611.17 | 16,000.00 | 8,388.83 | 47.6 |
| 01-25-5015-00 CLEANING SALARIES | 216.66 | 1,500.01 | 3,500.00 | 1,999.99 | 42.9 |
| 01-25-5025-00 MANAGER | 4,012.78 | 30,001.24 | 52,300.00 | 22,298.76 | 57.4 |
| 01-25-5050-00 PAYROLL TAXES | 826.29 | 6,186.33 | 11,500.00 | 5,313.67 | 53.8 |
| 01-25-5060-00 RETIREMENT FUND | 726.32 | 5,294.59 | 9,600.00 | 4,305.41 | 55.2 |
| 01-25-5065-00 HEALTH INSURANCE | 1,586.26 | 11,107.91 | 26,000.00 | 14,892.09 | 42.7 |
| 01-25-5070-00 WORKMAN'S COMPENSATION | 97.82 | 546.01 | 800.00 | 253.99 | 68.3 |
| 01-25-6010-00 UTILITIES | 462.71 | 2,198.43 | 6,000.00 | 3,801.57 | 36.6 |
| 01-25-6505-00 OFFICE EXPENSE | 1,004.99 | 3,305.29 | 7,000.00 | 3,694.71 | 47.2 |
| 01-25-6506-00 UTILITY BILL MAILING | 661.25 | 3,822.50 | 7,100.00 | 3,277.50 | 53.8 |
| 01-25-6510-00 TELEPHONE | 128.25 | 790.11 | 2,200.00 | 1,409.89 | 35.9 |
| 01-25-6511-00 TRAINING | .00 | 246.48 | 1,100.00 | 853.52 | 22.4 |
| 01-25-6513-00 PUBLISHING | .00 | 697.72 | 6,500.00 | 5,802.28 | 10.7 |
| 01-25-6515-00 DUES AND SUBSCRIPTIONS | 296.40 | 2,619.96 | 2,900.00 | 280.04 | 90.3 |
| 01-25-6518-00 CLEANING SUPPLIES | 68.35 | 549.10 | 1,600.00 | 1,050.90 | 34.3 |
| 01-25-6520-00 MILEAGE & EXPENSES | 82.37 | 462.81 | 2,500.00 | 2,037.19 | 18.5 |
| 01-25-6522-00 INSURANCE & BONDS | 3,750.00 | 11,250.00 | 15,000.00 | 3,750.00 | 75.0 |
| 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 | 18.98 | 539.94 | 3,800.00 | 3,260.06 | 14.2 |
| 01-25-8010-00 AUDIT | .00 | 1,500.00 | 9,200.00 | 7,700.00 | 16.3 |
| 01-25-8012-00 COMPUTER PROFESSIONAL SERV | 423.30 | 4,207.87 | 10,000.00 | 5,792.13 | 42.1 |
| 01-25-8014-00 LEGAL | 4,007.00 | 24,196.80 | 37,500.00 | 13,303.20 | 64.5 |
| 01-25-8015-00 TAPING MEETINGS | 365.50 | 3,351.00 | 7,000.00 | 3,649.00 | 47.9 |
| 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 | 15,042.12 | 61,575.34 | 52,000.00 | (9,575.34) | 118.4 |
| 01-25-9028-00 COMMUNICATIONS | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| TOTAL ADMINISTRATION | 40,729.53 | 223,303.65 | 380,300.00 | 156,996.35 | 58.7 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|---------------|------------|------------|------------|-------|
| <u>PLANNING & ZONING</u> | | | | | |
| 01-30-5010-00 SALARIES | 8,674.16 | 61,137.82 | 112,900.00 | 51,762.18 | 54.2 |
| 01-30-5050-00 PAYROLL TAXES | 653.42 | 4,894.25 | 8,700.00 | 3,805.75 | 56.3 |
| 01-30-5060-00 RETIREMENT FUND | 801.10 | 5,994.39 | 10,500.00 | 4,505.61 | 57.1 |
| 01-30-5065-00 HEALTH INSURANCE | 1,302.18 | 9,113.92 | 16,800.00 | 7,686.08 | 54.3 |
| 01-30-5070-00 WORKMENS COMPENSATION | 97.82 | 546.01 | 1,600.00 | 1,053.99 | 34.1 |
| 01-30-6010-00 UTILITIES | 215.43 | 952.22 | 3,400.00 | 2,447.78 | 28.0 |
| 01-30-6505-00 OFFICE SUPPLIES | .00 | 245.33 | 2,500.00 | 2,254.67 | 9.8 |
| 01-30-6510-00 TELEPHONE | 111.05 | 686.96 | 1,400.00 | 713.04 | 49.1 |
| 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 | 400.00 | 800.00 | 400.00 | 50.0 |
| 01-30-6520-00 MILEAGE & EXPENSES | .00 | .00 | 100.00 | 100.00 | .0 |
| 01-30-6522-00 INSURANCE AND BONDS | 600.00 | 1,800.00 | 2,400.00 | 600.00 | 75.0 |
| 01-30-6544-04 MACHINERY AND EQPT. | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-30-8012-00 COMPUTER PROFESSIONAL SERVICES | 144.30 | 974.30 | 2,000.00 | 1,025.70 | 48.7 |
| 01-30-8014-00 LEGAL | .00 | 124.00 | 500.00 | 376.00 | 24.8 |
| 01-30-8016-00 PROFESSIONAL SERVICES | 1,936.00 | 2,698.66 | 5,000.00 | 2,301.34 | 54.0 |
| 01-30-8017-00 NORTH FRONT RANGE MPO | .00 | 5,100.00 | 5,100.00 | .00 | 100.0 |
| | | | | | |
| TOTAL PLANNING & ZONING | 14,535.46 | 94,667.86 | 174,900.00 | 80,232.14 | 54.1 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|-------------------|-------------------|---------------------|-------------------|-------------|
| <u>POLICE</u> | | | | | |
| 01-35-5010-00 SALARIES | 77,318.71 | 545,199.88 | 1,075,500.00 | 530,300.12 | 50.7 |
| 01-35-5010-03 OVERTIME PAY | 673.80 | 3,656.71 | 15,000.00 | 11,343.29 | 24.4 |
| 01-35-5013-00 CLERICAL SALARIES | .00 | 18,468.22 | 35,100.00 | 16,631.78 | 52.6 |
| 01-35-5015-00 PART-TIME SALARIES | 3,788.88 | 14,041.17 | 35,200.00 | 21,158.83 | 39.9 |
| 01-35-5050-00 PAYROLL TAXES | 6,092.52 | 46,090.36 | 89,000.00 | 42,909.64 | 51.8 |
| 01-35-5060-00 RETIREMENT | 4,502.39 | 34,026.18 | 65,000.00 | 30,973.82 | 52.4 |
| 01-35-5065-00 HEALTH INSURANCE | 19,833.33 | 137,223.66 | 311,000.00 | 173,776.34 | 44.1 |
| 01-35-5070-00 WORKMEN'S COMPENSATION | 4,895.36 | 26,208.42 | 51,000.00 | 24,791.58 | 51.4 |
| 01-35-6010-00 UTILITIES | 889.56 | 6,247.91 | 16,400.00 | 10,152.09 | 38.1 |
| 01-35-6505-00 OFFICE EXPENSE | 944.81 | 3,014.11 | 8,000.00 | 4,985.89 | 37.7 |
| 01-35-6510-00 TELEPHONE | 529.04 | 3,201.65 | 7,500.00 | 4,298.35 | 42.7 |
| 01-35-6511-00 TRAINING | 495.00 | 3,816.84 | 10,000.00 | 6,183.16 | 38.2 |
| 01-35-6513-00 PUBLISHING | .00 | 503.38 | 1,000.00 | 496.62 | 50.3 |
| 01-35-6515-00 DUES AND SUBSCRIPTIONS | 240.00 | 240.00 | 1,200.00 | 960.00 | 20.0 |
| 01-35-6518-00 CLEANING SERVICES | 645.46 | 4,602.53 | 8,100.00 | 3,497.47 | 56.8 |
| 01-35-6522-00 INSURANCE AND BONDS | 10,993.25 | 35,143.25 | 48,300.00 | 13,156.75 | 72.8 |
| 01-35-6524-00 GAS AND OIL | 1,895.23 | 10,370.39 | 38,000.00 | 27,629.61 | 27.3 |
| 01-35-6526-00 OPERATING SUPPLIES | 176.21 | 719.94 | 7,000.00 | 6,280.06 | 10.3 |
| 01-35-6527-00 UNIFORMS AND CLEANING | .00 | 360.00 | 5,000.00 | 4,640.00 | 7.2 |
| 01-35-6528-00 WELD COUNTY MAINT. AGREEME | .00 | 15,613.28 | 16,000.00 | 386.72 | 97.6 |
| 01-35-6544-02 COMPUTER SYSTEMS | .00 | 18.17 | 2,500.00 | 2,481.83 | .7 |
| 01-35-6544-04 RADAR GUNS | 505.00 | 505.00 | 5,000.00 | 4,495.00 | 10.1 |
| 01-35-6544-05 CELLULAR PHONES | .00 | .00 | 100.00 | 100.00 | .0 |
| 01-35-6544-06 VESTS | 1,600.00 | 1,600.00 | 2,500.00 | 900.00 | 64.0 |
| 01-35-6544-07 CAMERA & INVESTIGATION EQPT. | 346.90 | 706.90 | 2,000.00 | 1,293.10 | 35.4 |
| 01-35-6544-09 SHOOTING RANGE SUPPLIES | .00 | 858.50 | 3,600.00 | 2,741.50 | 23.9 |
| 01-35-6544-10 OFFICE IMPROVEMENTS | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 01-35-6544-11 POLICE EQUIPMENT | 3,460.00 | 5,476.21 | 12,500.00 | 7,023.79 | 43.8 |
| 01-35-7010-00 BLDG. REPAIR & MAINT. | .00 | 1,041.86 | 8,000.00 | 6,958.14 | 13.0 |
| 01-35-7020-00 REPAIRS AND MAINTENANCE | 421.51 | 4,463.88 | 10,000.00 | 5,536.12 | 44.6 |
| 01-35-8012-00 COMP. PROFESSIONAL SERVICE | 16.59 | 1,937.70 | 10,000.00 | 8,062.30 | 19.4 |
| 01-35-8014-00 LEGAL | .00 | 868.00 | 3,000.00 | 2,132.00 | 28.9 |
| 01-35-8016-00 PROFESSIONAL SERVICES | 2,000.00 | 3,037.00 | 5,000.00 | 1,963.00 | 60.7 |
| 01-35-8017-00 JUVENILE ASSESSMENT CENTER | .00 | 5,340.00 | 5,400.00 | 60.00 | 98.9 |
| 01-35-8021-00 COMP. LINK TO RECORDS | 734.35 | 4,644.63 | 9,500.00 | 4,855.37 | 48.9 |
| 01-35-9022-00 JAIL FEES | 53.64 | 134.09 | 1,500.00 | 1,365.91 | 8.9 |
| 01-35-9028-00 COMMUNITY SERVICES | 83.85 | 923.85 | 4,300.00 | 3,376.15 | 21.5 |
| 01-35-9028-03 RECORDS CONTRACT | .00 | 4,476.88 | 5,000.00 | 523.12 | 89.5 |
| TOTAL POLICE | 142,935.39 | 944,780.55 | 1,938,200.00 | 993,419.45 | 48.8 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--------------------------------------|---------------|------------|------------|------------|------|
| <u>PROTECTIVE INSPECTIONS</u> | | | | | |
| 01-40-5010-00 SALARIES | 1,784.91 | 12,580.91 | 31,200.00 | 18,619.09 | 40.3 |
| 01-40-5050-00 PAYROLL TAXES | 133.94 | 1,010.19 | 2,500.00 | 1,489.81 | 40.4 |
| 01-40-5060-00 RETIREMENT | 75.60 | 589.39 | 1,400.00 | 830.61 | 40.7 |
| 01-40-5065-00 HEALTH INSURANCE | 346.67 | 2,427.64 | 4,800.00 | 2,372.36 | 50.6 |
| 01-40-5070-00 WORKMEN'S COMPENSATION | 97.82 | 546.01 | 1,300.00 | 753.99 | 42.0 |
| 01-40-6010-00 UTILITIES | 246.19 | 1,123.06 | 3,900.00 | 2,776.94 | 28.8 |
| 01-40-6505-00 OFFICE EXPENSE | .00 | 690.54 | 3,800.00 | 3,109.46 | 18.2 |
| 01-40-6510-00 TELEPHONE | 111.05 | 686.93 | 1,600.00 | 913.07 | 42.9 |
| 01-40-6511-00 TRAINING | .00 | 25.00 | 500.00 | 475.00 | 5.0 |
| 01-40-6513-00 PUBLISHING | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-40-6515-00 DUES & SUBSCRIPTIONS | .00 | .00 | 200.00 | 200.00 | .0 |
| 01-40-6518-00 CLEANING & SUPPLIES | 68.35 | 443.12 | 800.00 | 356.88 | 55.4 |
| 01-40-6522-00 INSURANCE AND BONDS | 2,050.00 | 6,150.00 | 8,200.00 | 2,050.00 | 75.0 |
| 01-40-6526-00 OPERATING SUPPLIES | .00 | 330.00 | 2,000.00 | 1,670.00 | 16.5 |
| 01-40-7020-00 REPAIR & MAINTENANCE | .00 | 216.04 | 2,000.00 | 1,783.96 | 10.8 |
| 01-40-8012-00 COMP. PROF. SERVICES | 251.80 | 1,770.96 | 3,500.00 | 1,729.04 | 50.6 |
| 01-40-8014-00 LEGAL | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-40-8016-00 PROFESSIONAL SERVICES | 8,600.00 | 51,600.00 | 115,000.00 | 63,400.00 | 44.9 |
| | | | | | |
| TOTAL PROTECTIVE INSPECTIONS | 13,766.33 | 80,169.79 | 183,700.00 | 103,530.21 | 43.6 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|------------------|-------------------|---------------------|-------------------|-------------|
| <u>STREETS</u> | | | | | |
| 01-45-5010-00 SALARIES | 16,258.49 | 122,088.06 | 263,000.00 | 140,911.94 | 46.4 |
| 01-45-5010-03 OVERTIME | 17.98 | 1,115.94 | 7,000.00 | 5,884.06 | 15.9 |
| 01-45-5015-00 PART-TIME SALARIES | 1,858.90 | 5,037.07 | 15,000.00 | 9,962.93 | 33.6 |
| 01-45-5050-00 PAYROLL TAXES | 1,350.28 | 10,183.88 | 22,000.00 | 11,816.12 | 46.3 |
| 01-45-5060-00 RETIREMENT FUND | 1,008.94 | 8,163.74 | 16,500.00 | 8,336.26 | 49.5 |
| 01-45-5065-00 HEALTH INSURANCE | 4,476.68 | 33,991.07 | 69,400.00 | 35,408.93 | 49.0 |
| 01-45-5070-00 WORKMEN'S COMPENSATION | 1,956.40 | 10,920.23 | 18,200.00 | 7,279.77 | 60.0 |
| 01-45-6010-00 UTILITIES | 238.94 | 3,107.64 | 15,000.00 | 11,892.36 | 20.7 |
| 01-45-6015-00 UTILITIES - STREET LIGHTIN | 18,451.73 | 112,003.12 | 235,000.00 | 122,996.88 | 47.7 |
| 01-45-6505-00 OFFICE EXPENSE | .00 | 69.00 | 600.00 | 531.00 | 11.5 |
| 01-45-6510-00 TELEPHONE | 252.46 | 1,530.69 | 3,300.00 | 1,769.31 | 46.4 |
| 01-45-6511-00 TRAINING | .00 | 450.00 | 1,500.00 | 1,050.00 | 30.0 |
| 01-45-6515-00 DUES & SUBSCRIPTIONS | .00 | 702.99 | 2,000.00 | 1,297.01 | 35.2 |
| 01-45-6518-00 CLEANING SUPPLIES | 147.04 | 739.95 | 1,600.00 | 860.05 | 46.3 |
| 01-45-6522-00 INSURANCE AND BONDS | 6,600.00 | 19,800.00 | 26,400.00 | 6,600.00 | 75.0 |
| 01-45-6524-00 GAS & OIL | 1,362.59 | 6,652.24 | 18,500.00 | 11,847.76 | 36.0 |
| 01-45-6526-00 OPERATING SUPPLIES | 337.74 | 2,304.01 | 4,500.00 | 2,195.99 | 51.2 |
| 01-45-6530-00 SNOW AND ICE REMOVAL | .00 | 18,165.24 | 20,000.00 | 1,834.76 | 90.8 |
| 01-45-6532-00 TRASH SERVICE | 41,965.70 | 253,803.05 | 485,000.00 | 231,196.95 | 52.3 |
| 01-45-6534-00 WEED CONTROL | .00 | 187.53 | 5,000.00 | 4,812.47 | 3.8 |
| 01-45-6536-00 STREET SIGNS | .00 | 1,116.34 | 4,000.00 | 2,883.66 | 27.9 |
| 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 | 138.85 | 670.29 | 2,500.00 | 1,829.71 | 26.8 |
| 01-45-6544-09 SAFETY EQUIPMENT | 60.00 | 1,795.48 | 4,000.00 | 2,204.52 | 44.9 |
| 01-45-7020-00 REP & MAINT - EQUIP & BLDG | 438.10 | 12,998.55 | 20,000.00 | 7,001.45 | 65.0 |
| 01-45-7030-00 REPAIR & MAINT. BLDGS. | .00 | 219.82 | 5,000.00 | 4,780.18 | 4.4 |
| 01-45-8016-00 PROFESSIONAL SERVICES | 136.90 | 3,455.56 | 4,200.00 | 744.44 | 82.3 |
| TOTAL STREETS | 97,057.72 | 632,249.41 | 1,280,700.00 | 648,450.59 | 49.4 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|-----------------|------------------|------------------|------------------|-------------|
| <u>CEMETERY</u> | | | | | |
| 01-50-5015-00 SALARIES | 2,700.00 | 4,347.00 | 12,000.00 | 7,653.00 | 36.2 |
| 01-50-5050-00 PAYROLL TAXES | 206.57 | 332.59 | 1,000.00 | 667.41 | 33.3 |
| 01-50-5070-00 WORKMEN'S COMPENSATION | 195.64 | 1,092.02 | 1,400.00 | 307.98 | 78.0 |
| 01-50-6513-00 PUBLISHING | .00 | .00 | 300.00 | 300.00 | .0 |
| 01-50-6522-00 INSURANCE | 500.00 | 1,500.00 | 2,000.00 | 500.00 | 75.0 |
| 01-50-6524-00 GAS & OIL | .00 | 630.11 | 1,800.00 | 1,169.89 | 35.0 |
| 01-50-6526-00 SUPPLIES | 206.82 | 1,184.28 | 1,800.00 | 615.72 | 65.8 |
| 01-50-6533-00 TREE TRIMMING | .00 | .00 | 3,500.00 | 3,500.00 | .0 |
| 01-50-6534-00 FERTILIZER & WEED CONTROL | .00 | 2,000.00 | 4,700.00 | 2,700.00 | 42.6 |
| 01-50-6544-03 SPINTRIMMER | .00 | 698.25 | 800.00 | 101.75 | 87.3 |
| 01-50-6544-05 TOOLS | .00 | .00 | 400.00 | 400.00 | .0 |
| 01-50-6544-06 TREES | .00 | 950.49 | 1,500.00 | 549.51 | 63.4 |
| 01-50-7020-00 REPAIRS AND MAINTENANCE | 79.28 | 637.30 | 3,200.00 | 2,562.70 | 19.9 |
| 01-50-7025-00 SPRINKLER REPAIR | 1,114.93 | 1,114.93 | 3,200.00 | 2,085.07 | 34.8 |
| 01-50-8016-00 PROFESSIONAL SERVICES | .00 | 11.45 | 500.00 | 488.55 | 2.3 |
| TOTAL CEMETERY | 5,003.24 | 14,498.42 | 38,100.00 | 23,601.58 | 38.1 |
| <u>ANIMAL CONTROL</u> | | | | | |
| 01-55-5010-00 SALARIES | 3,546.16 | 24,995.04 | 46,100.00 | 21,104.96 | 54.2 |
| 01-55-5010-03 OVERTIME | .00 | .00 | 200.00 | 200.00 | .0 |
| 01-55-5050-00 PAYROLL TAXES | 257.92 | 1,936.95 | 3,600.00 | 1,663.05 | 53.8 |
| 01-55-5060-00 RET BEN | 150.20 | 1,124.22 | 2,000.00 | 875.78 | 56.2 |
| 01-55-5065-00 HEALTH BEN | 1,483.35 | 10,386.20 | 18,000.00 | 7,613.80 | 57.7 |
| 01-55-5070-00 WORKMENS COMPENSATION | 195.64 | 1,092.02 | 1,700.00 | 607.98 | 64.2 |
| 01-55-6522-00 INSURANCE | 950.00 | 2,800.00 | 3,700.00 | 900.00 | 75.7 |
| 01-55-6524-00 GAS AND OIL | 100.58 | 616.58 | 2,000.00 | 1,383.42 | 30.8 |
| 01-55-6526-00 SUPPLIES | .00 | 363.59 | 1,200.00 | 836.41 | 30.3 |
| 01-55-7020-00 REPAIR & MAINTENANCE | .00 | 511.12 | 500.00 | (11.12) | 102.2 |
| 01-55-7030-00 WEED/NUISANCE CONTROL | 120.00 | 2,600.56 | 8,000.00 | 5,399.44 | 32.5 |
| 01-55-8016-00 PROFESSIONAL SERVICES | 1,155.00 | 1,155.00 | 5,000.00 | 3,845.00 | 23.1 |
| TOTAL ANIMAL CONTROL | 7,958.85 | 47,581.28 | 92,000.00 | 44,418.72 | 51.7 |
| <u>SENIOR COORDINATOR PROGRAM</u> | | | | | |
| 01-60-5015-00 PART-TIME SALARIES | 2,947.54 | 20,775.17 | 38,500.00 | 17,724.83 | 54.0 |
| 01-60-5050-00 PAYROLL TAXES | 220.30 | 1,651.03 | 2,900.00 | 1,248.97 | 56.9 |
| 01-60-5065-00 HEALTH INSURANCE | 630.87 | 4,420.56 | 8,200.00 | 3,779.44 | 53.9 |
| 01-60-5070-00 WORKMEN'S COMPENSATION | 97.82 | 546.01 | 2,600.00 | 2,053.99 | 21.0 |
| 01-60-6010-00 UTILITIES | 397.33 | 1,951.30 | 4,200.00 | 2,248.70 | 46.5 |
| 01-60-6510-00 TELEPHONE | 118.89 | 711.50 | 1,400.00 | 688.50 | 50.8 |
| 01-60-6520-00 MILEAGE | 185.68 | 849.76 | 3,100.00 | 2,250.24 | 27.4 |
| 01-60-6522-00 INSURANCE | 400.00 | 1,200.00 | 1,600.00 | 400.00 | 75.0 |
| 01-60-7020-00 REPAIR & MAINTENANCE | 303.00 | 2,456.92 | 5,500.00 | 3,043.08 | 44.7 |
| TOTAL SENIOR COORDINATOR PROGRAM | 5,301.23 | 34,562.25 | 68,000.00 | 33,437.75 | 50.8 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|----------------------------|------------------|-------------------|-------------------|-------------------|-------------|
| <u>PARKS</u> | | | | | |
| 01-65-5015-00 | 4,892.75 | 10,559.90 | 21,700.00 | 11,140.10 | 48.7 |
| 01-65-5050-00 | 374.29 | 807.79 | 1,700.00 | 892.21 | 47.5 |
| 01-65-5070-00 | 195.64 | 1,092.02 | 2,000.00 | 907.98 | 54.6 |
| 01-65-6010-00 | 275.42 | 1,837.18 | 10,200.00 | 8,362.82 | 18.0 |
| 01-65-6511-00 | .00 | .00 | 300.00 | 300.00 | .0 |
| 01-65-6522-00 | 525.00 | 1,575.00 | 2,100.00 | 525.00 | 75.0 |
| 01-65-6524-00 | 245.10 | 536.67 | 1,800.00 | 1,263.33 | 29.8 |
| 01-65-6526-00 | 532.18 | 1,041.82 | 2,000.00 | 958.18 | 52.1 |
| 01-65-6534-00 | .00 | 6,370.80 | 7,000.00 | 629.20 | 91.0 |
| 01-65-6542-00 | 184.31 | 700.35 | 2,100.00 | 1,399.65 | 33.4 |
| 01-65-6544-01 | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 01-65-6544-02 | .00 | .00 | 800.00 | 800.00 | .0 |
| 01-65-7020-00 | 280.30 | 1,251.38 | 5,000.00 | 3,748.62 | 25.0 |
| 01-65-7025-00 | 2,835.22 | 3,508.16 | 4,500.00 | 991.84 | 78.0 |
| TOTAL PARKS | 10,340.21 | 29,281.07 | 62,200.00 | 32,918.93 | 47.1 |
| <u>LIBRARY</u> | | | | | |
| 01-70-7000-00 | 32,641.65 | 228,491.55 | 391,700.00 | 163,208.45 | 58.3 |
| TOTAL LIBRARY | 32,641.65 | 228,491.55 | 391,700.00 | 163,208.45 | 58.3 |
| <u>DEPARTMENT 75</u> | | | | | |
| 01-75-6526-00 | 116.40 | 794.33 | 6,500.00 | 5,705.67 | 12.2 |
| 01-75-7020-00 | 917.57 | 2,986.97 | 10,000.00 | 7,013.03 | 29.9 |
| 01-75-7025-00 | 397.33 | 1,951.29 | 7,500.00 | 5,548.71 | 26.0 |
| 01-75-7031-00 | .00 | .00 | 27,000.00 | 27,000.00 | .0 |
| 01-75-7033-00 | .00 | 15,833.00 | 45,000.00 | 29,167.00 | 35.2 |
| 01-75-7034-00 | .00 | .00 | 50,000.00 | 50,000.00 | .0 |
| 01-75-7054-00 | .00 | 359.28 | 10,000.00 | 9,640.72 | 3.6 |
| 01-75-7055-00 | .00 | 6,000.00 | 6,000.00 | .00 | 100.0 |
| 01-75-7060-00 | .00 | 450.00 | 15,000.00 | 14,550.00 | 3.0 |
| 01-75-7066-00 | 3,443.98 | 3,443.98 | 3,500.00 | 56.02 | 98.4 |
| 01-75-7070-00 | 1,436.98 | 22,286.98 | 24,000.00 | 1,713.02 | 92.9 |
| 01-75-7080-00 | 2,890.00 | 8,670.00 | 18,000.00 | 9,330.00 | 48.2 |
| 01-75-7090-00 | .00 | 955.31 | 17,000.00 | 16,044.69 | 5.6 |
| 01-75-7100-00 | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| 01-75-7125-00 | 1,860.00 | 5,440.00 | 15,000.00 | 9,560.00 | 36.3 |
| 01-75-7129-00 | .00 | 7,669.61 | 12,000.00 | 4,330.39 | 63.9 |
| 01-75-7130-00 | 161.93 | 1,294.79 | 5,000.00 | 3,705.21 | 25.9 |
| 01-75-7131-00 | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 01-75-7132-00 | .00 | .00 | 88,900.00 | 88,900.00 | .0 |
| 01-75-7133-00 | .00 | .00 | 7,000.00 | 7,000.00 | .0 |
| TOTAL DEPARTMENT 75 | 11,224.19 | 78,135.54 | 379,900.00 | 301,764.46 | 20.6 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|-------------------------------|---------------------|---------------------|---------------------|------------------------|--------------|
| <u>TRANSFERS OUT</u> | | | | | |
| 01-80-7040-00 | .00 | .00 | 182,200.00 | 182,200.00 | .0 |
| 01-80-7050-00 | .00 | .00 | 225,000.00 | 225,000.00 | .0 |
| 01-80-7080-00 | .00 | .00 | 25,000.00 | 25,000.00 | .0 |
| 01-80-7110-00 | .00 | 43,039.27 | 140,000.00 | 96,960.73 | 30.7 |
| 01-80-7115-00 | .00 | .00 | 1,000,000.00 | 1,000,000.00 | .0 |
| | <u>.00</u> | <u>43,039.27</u> | <u>1,572,200.00</u> | <u>1,529,160.73</u> | <u>2.7</u> |
| TOTAL TRANSFERS OUT | | | | | |
| | <u>.00</u> | <u>43,039.27</u> | <u>1,572,200.00</u> | <u>1,529,160.73</u> | <u>2.7</u> |
| TOTAL FUND EXPENDITURES | 388,035.42 | 2,502,266.95 | 6,660,500.00 | 4,158,233.05 | 37.6 |
| NET REVENUE OVER EXPENDITURES | <u>1,180,353.45</u> | <u>5,517,827.94</u> | <u>756,800.00</u> | <u>(4,761,027.94)</u> | <u>729.1</u> |

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

WATER FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|--|-------------------|---------------------|---------------------|----------------------|--------------|
| 02-00-4310-00 WATER CHARGES | 480,128.64 | 1,355,000.47 | 1,900,000.00 | 544,999.53 | 71.3 |
| 02-00-4320-00 WATER TAP FEES | 67,600.00 | 479,398.40 | .00 | (479,398.40) | .0 |
| 02-00-4322-00 RAW WATER DEV. FEE | 64,400.00 | 642,580.00 | .00 | (642,580.00) | .0 |
| 02-00-4325-00 WATER REFUNDS | (2,340.70) | (7,998.40) | .00 | 7,998.40 | .0 |
| 02-00-4330-00 MISCELLANEOUS | 41,090.33 | 170,203.60 | 110,000.00 | (60,203.60) | 154.7 |
| 02-00-4610-00 EARNINGS ON INVESTMENTS | 6,615.08 | 43,328.41 | 45,000.00 | 1,671.59 | 96.3 |
| 02-00-4830-00 TRANSFER FROM GENERAL FUND | .00 | .00 | 182,200.00 | 182,200.00 | .0 |
| TOTAL SOURCE 00 | 657,493.35 | 2,682,512.48 | 2,237,200.00 | (445,312.48) | 119.9 |
| TOTAL FUND REVENUE | 657,493.35 | 2,682,512.48 | 2,237,200.00 | (445,312.48) | 119.9 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

WATER FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|------------------|------------------|-------------------|-------------------|-------------|
| <u>ADMINISTRATION</u> | | | | | |
| 02-25-5010-00 SALARIES | 2,734.08 | 17,423.94 | 36,000.00 | 18,576.06 | 48.4 |
| 02-25-5010-03 OVERTIME | .00 | .00 | 300.00 | 300.00 | .0 |
| 02-25-5015-00 PART-TIME SALARIES | 532.64 | 3,372.74 | 7,200.00 | 3,827.26 | 46.8 |
| 02-25-5020-00 JANITORIAL SALARIES | 216.67 | 1,500.01 | 2,700.00 | 1,199.99 | 55.6 |
| 02-25-5025-00 MANAGER | 2,067.18 | 15,455.12 | 26,900.00 | 11,444.88 | 57.5 |
| 02-25-5050-00 PAYROLL TAXES | 401.71 | 2,898.02 | 5,600.00 | 2,701.98 | 51.8 |
| 02-25-5060-00 RETIREMENT FUND | 377.56 | 2,761.03 | 5,100.00 | 2,338.97 | 54.1 |
| 02-25-5065-00 HEALTH INSURANCE | 791.43 | 5,540.45 | 12,500.00 | 6,959.55 | 44.3 |
| 02-25-5070-00 WORKMEN'S COMPENSATION | 97.82 | 546.01 | 800.00 | 253.99 | 68.3 |
| 02-25-6010-00 UTILITIES | 261.59 | 1,216.07 | 4,000.00 | 2,783.93 | 30.4 |
| 02-25-6505-00 OFFICE EXPENSE | 91.00 | 1,403.61 | 5,000.00 | 3,596.39 | 28.1 |
| 02-25-6506-00 UTILITY BILL MAILING | 661.25 | 3,822.49 | 7,100.00 | 3,277.51 | 53.8 |
| 02-25-6507-00 BILL PRESENTMENT | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| 02-25-6510-00 TELEPHONE | 111.05 | 686.93 | 1,800.00 | 1,113.07 | 38.2 |
| 02-25-6511-00 TRAINING & MEETINGS | .00 | 710.00 | 1,200.00 | 490.00 | 59.2 |
| 02-25-6513-00 PUBLISHING | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 02-25-6515-00 DUES AND SUBSCRIPTIONS | .00 | 2,229.00 | 2,200.00 | (29.00) | 101.3 |
| 02-25-6518-00 CLEANING SUPPLIES | 68.35 | 481.60 | 1,000.00 | 518.40 | 48.2 |
| 02-25-6520-00 MILEAGE & EXPENSES | .00 | 27.79 | 500.00 | 472.21 | 5.6 |
| 02-25-6522-00 INSURANCE & BONDS | 1,625.00 | 4,875.00 | 6,500.00 | 1,625.00 | 75.0 |
| 02-25-6544-02 CAPITAL OUTLAY - COMP. SOFT | .00 | 190.10 | 2,500.00 | 2,309.90 | 7.6 |
| 02-25-6544-07 MISCELLANEOUS OFFICE | .00 | 108.89 | 300.00 | 191.11 | 36.3 |
| 02-25-7020-00 REPAIR & MAINT. | 79.07 | 295.10 | 1,000.00 | 704.90 | 29.5 |
| 02-25-8010-00 AUDIT | .00 | 1,500.00 | 6,000.00 | 4,500.00 | 25.0 |
| 02-25-8011-00 PROF. SERV.-WATER ADJUDICATION | .00 | 578.75 | 30,000.00 | 29,421.25 | 1.9 |
| 02-25-8012-00 COMP. PROFESSIONAL SERVICES | 369.55 | 4,334.59 | 6,000.00 | 1,665.41 | 72.2 |
| 02-25-8014-00 LEGAL | 31.00 | 961.00 | 8,000.00 | 7,039.00 | 12.0 |
| 02-25-8016-00 SALARY STUDY FEES | .00 | .00 | 700.00 | 700.00 | .0 |
| 02-25-8017-00 PROFESSIONAL SERVICES | 2,595.50 | 7,876.38 | 30,000.00 | 22,123.62 | 26.3 |
| 02-25-9028-00 COMMUNICATIONS | .00 | .00 | 3,500.00 | 3,500.00 | .0 |
| TOTAL ADMINISTRATION | 13,112.45 | 80,794.62 | 225,400.00 | 144,605.38 | 35.8 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

WATER FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|-------------------|---------------------|---------------------|------------------------|--------------|
| <u>OPERATIONS - WATER FUND</u> | | | | | |
| 02-70-5010-00 SALARIES | 14,607.59 | 106,207.36 | 225,000.00 | 118,792.64 | 47.2 |
| 02-70-5010-03 OVERTIME | 29.66 | 1,116.04 | 10,000.00 | 8,883.96 | 11.2 |
| 02-70-5015-00 PART TIME SALARIES | 1,332.00 | 2,331.00 | 2,600.00 | 269.00 | 89.7 |
| 02-70-5050-00 PAYROLL TAXES | 1,187.45 | 8,704.83 | 18,200.00 | 9,495.17 | 47.8 |
| 02-70-5060-00 RETIREMENT FUND | 696.60 | 5,618.47 | 13,000.00 | 7,381.53 | 43.2 |
| 02-70-5065-00 HEALTH INSURANCE | 4,232.75 | 30,484.43 | 59,000.00 | 28,515.57 | 51.7 |
| 02-70-5070-00 WORKMEN'S COMPENSATION | 586.92 | 3,276.07 | 8,300.00 | 5,023.93 | 39.5 |
| 02-70-6010-00 UTILITIES | 7,712.28 | 69,517.11 | 185,000.00 | 115,482.89 | 37.6 |
| 02-70-6510-00 TELEPHONE | 533.37 | 3,369.19 | 7,500.00 | 4,130.81 | 44.9 |
| 02-70-6511-00 TRAINING | 343.00 | 1,498.00 | 3,000.00 | 1,502.00 | 49.9 |
| 02-70-6518-00 CLEANING SUPPLIES | 147.05 | 739.96 | 1,600.00 | 860.04 | 46.3 |
| 02-70-6522-00 INSURANCE | 6,000.00 | 17,184.50 | 25,000.00 | 7,815.50 | 68.7 |
| 02-70-6524-00 GAS AND OIL | 774.25 | 3,653.64 | 10,000.00 | 6,346.36 | 36.5 |
| 02-70-6525-00 GIS SYSTEM | .00 | .00 | 25,000.00 | 25,000.00 | .0 |
| 02-70-6526-00 CHEMICALS | 28,233.70 | 56,612.67 | 145,000.00 | 88,387.33 | 39.0 |
| 02-70-6527-00 SUPPLIES-SAFETY EQPT. | .00 | 1,014.48 | 3,400.00 | 2,385.52 | 29.8 |
| 02-70-6528-00 OPERATING SUPPLIES | 568.92 | 3,299.67 | 10,000.00 | 6,700.33 | 33.0 |
| 02-70-6544-01 METER UPGRADE | 6,645.57 | 19,166.68 | 95,000.00 | 75,833.32 | 20.2 |
| 02-70-6544-02 TOOLS | .00 | 5,850.18 | 10,000.00 | 4,149.82 | 58.5 |
| 02-70-6544-07 TESTING EQUIPMENT | .00 | .00 | 4,000.00 | 4,000.00 | .0 |
| 02-70-6544-08 VEHICLE-PURCHASE | .00 | .00 | 19,500.00 | 19,500.00 | .0 |
| 02-70-6544-13 WATER PLANT IMPROVEMENTS | .00 | .00 | 80,000.00 | 80,000.00 | .0 |
| 02-70-6544-22 WATERLINE REPLACEMENT | .00 | .00 | 30,000.00 | 30,000.00 | .0 |
| 02-70-6544-29 INSTRUMENTATION UPGRADES | .00 | .00 | 65,000.00 | 65,000.00 | .0 |
| 02-70-6544-32 EMERGENCY WATER INTERCONNECT | .00 | 184,543.00 | 350,000.00 | 185,457.00 | 47.0 |
| 02-70-6544-36 FIRE HYDRANT REPAIRS | .00 | 834.09 | 40,000.00 | 39,165.91 | 2.1 |
| 02-70-7015-00 R&M WATERLINES | .00 | 6,593.20 | 25,000.00 | 18,406.80 | 26.4 |
| 02-70-7020-00 REPAIRS & MAINTENANCE | 8,622.75 | 24,998.32 | 83,000.00 | 58,001.68 | 30.1 |
| 02-70-7022-00 VEHICLE REPAIRS | 135.06 | 683.62 | 4,000.00 | 3,316.38 | 17.1 |
| 02-70-7030-00 PURCHASED WATER | .00 | .00 | 12,700.00 | 12,700.00 | .0 |
| 02-70-7035-00 WATER ASSESMENT | .00 | 80,135.60 | 98,000.00 | 17,864.40 | 81.8 |
| 02-70-7090-00 INSURANCE DEDUCTIBLES | .00 | 244.90 | 10,000.00 | 9,755.10 | 2.5 |
| 02-70-8012-00 PROFESSIONAL SERVICES | 1,460.41 | 8,480.46 | 40,000.00 | 31,519.54 | 21.2 |
| TOTAL OPERATIONS - WATER FUND | 83,849.33 | 626,157.47 | 1,717,800.00 | 1,091,642.53 | 36.5 |
| <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 | 96,961.78 | 706,952.09 | 2,033,200.00 | 1,326,247.91 | 34.8 |
| NET REVENUE OVER EXPENDITURES | 560,531.57 | 1,975,560.39 | 204,000.00 | (1,771,560.39) | 968.4 |

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2016

SEWER FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---------------------------------------|-------------------|---------------------|---------------------|-------------------|-------------|
| 03-00-4310-00 SEWER CHARGES | 147,804.87 | 1,009,541.40 | 1,610,000.00 | 600,458.60 | 62.7 |
| 03-00-4320-00 SEWER TAP FEES | 12,300.00 | 193,340.00 | .00 | (193,340.00) | .0 |
| 03-00-4330-00 MISCELLANEOUS | 11,293.06 | 59,036.65 | 10,000.00 | (49,036.65) | 590.4 |
| 03-00-4610-00 EARNINGS ON INVESTMENTS | 5,260.40 | 38,092.31 | 35,000.00 | (3,092.31) | 108.8 |
| TOTAL SOURCE 00 | 176,658.33 | 1,300,010.36 | 1,655,000.00 | 354,989.64 | 78.6 |
| TOTAL FUND REVENUE | 176,658.33 | 1,300,010.36 | 1,655,000.00 | 354,989.64 | 78.6 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

SEWER FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|---------------|------------|------------|------------|------|
| <u>PERSONNEL</u> | | | | | |
| 03-25-5010-00 SALARIES | 3,408.84 | 21,696.32 | 58,000.00 | 36,303.68 | 37.4 |
| 03-25-5010-03 OVERTIME | .00 | .00 | 500.00 | 500.00 | .0 |
| 03-25-5015-00 PART-TIME SALARIES | 532.64 | 3,372.74 | 7,200.00 | 3,827.26 | 46.8 |
| 03-25-5020-00 JANITORIAL SALARIES | 216.67 | 1,499.98 | 2,600.00 | 1,100.02 | 57.7 |
| 03-25-5025-00 MANAGER SALARIES | 4,012.78 | 30,001.24 | 52,000.00 | 21,998.76 | 57.7 |
| 03-25-5050-00 PAYROLL TAXES | 599.25 | 4,414.13 | 9,000.00 | 4,585.87 | 49.1 |
| 03-25-5060-00 RETIREMENT FUND | 619.54 | 4,505.76 | 8,600.00 | 4,094.24 | 52.4 |
| 03-25-5065-00 HEALTH INSURANCE | 1,160.41 | 8,131.67 | 28,100.00 | 19,968.33 | 28.9 |
| 03-25-5070-00 WORKMEN'S COMPENSATION | 97.82 | 546.01 | 700.00 | 153.99 | 78.0 |
| 03-25-6010-00 UTILITIES - TOWN HALL | 292.37 | 1,359.13 | 4,400.00 | 3,040.87 | 30.9 |
| 03-25-6505-00 OFFICE EXPENSES | 158.04 | 550.80 | 4,400.00 | 3,849.20 | 12.5 |
| 03-25-6506-00 UTILITY BILL MAILING | 661.24 | 3,822.47 | 7,100.00 | 3,277.53 | 53.8 |
| 03-25-6507-00 ON LINE BILL PRESENTMENT | .00 | .00 | 8,000.00 | 8,000.00 | .0 |
| 03-25-6510-00 TELEPHONE | 111.05 | 686.93 | 1,800.00 | 1,113.07 | 38.2 |
| 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 | 68.35 | 540.36 | 1,000.00 | 459.64 | 54.0 |
| 03-25-6520-00 MILEAGE & EXPENSES | .00 | .00 | 800.00 | 800.00 | .0 |
| 03-25-6522-00 INSURANCE & BONDS | 1,625.00 | 5,075.00 | 6,900.00 | 1,825.00 | 73.6 |
| 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 | 216.03 | 1,100.00 | 883.97 | 19.6 |
| 03-25-8010-00 AUDIT | .00 | 1,500.00 | 7,000.00 | 5,500.00 | 21.4 |
| 03-25-8012-00 PROFESSIONAL SERVICES | 369.55 | 4,268.44 | 6,000.00 | 1,731.56 | 71.1 |
| 03-25-8014-00 LEGAL | .00 | 1,133.50 | 30,000.00 | 28,866.50 | 3.8 |
| 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 | 13,933.55 | 93,320.51 | 270,100.00 | 176,779.49 | 34.6 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

SEWER FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|-------------------|-------------------|---------------------|----------------------|--------------|
| <u>OPERATIONS - SEWER FUND</u> | | | | | |
| 03-70-5010-00 SALARIES | 17,853.67 | 129,084.29 | 265,000.00 | 135,915.71 | 48.7 |
| 03-70-5010-03 OVERTIME PAY | 36.25 | 1,364.01 | 10,000.00 | 8,635.99 | 13.6 |
| 03-70-5050-00 PAYROLL TAXES | 1,326.81 | 10,351.96 | 21,100.00 | 10,748.04 | 49.1 |
| 03-70-5060-00 RETIREMENT FUND | 851.42 | 6,786.71 | 15,000.00 | 8,213.29 | 45.2 |
| 03-70-5065-00 HEALTH INSURANCE | 5,173.37 | 37,176.58 | 70,000.00 | 32,823.42 | 53.1 |
| 03-70-5070-00 WORKMEN'S COMPENSATION | 684.74 | 3,822.06 | 8,600.00 | 4,777.94 | 44.4 |
| 03-70-6010-00 UTILITIES | 27,733.39 | 117,857.20 | 230,000.00 | 112,142.80 | 51.2 |
| 03-70-6510-00 TELEPHONE | 561.30 | 3,204.68 | 5,500.00 | 2,295.32 | 58.3 |
| 03-70-6511-00 TRAINING | .00 | 330.00 | 3,000.00 | 2,670.00 | 11.0 |
| 03-70-6518-00 CLEANING SUPPLIES | 147.04 | 755.53 | 1,500.00 | 744.47 | 50.4 |
| 03-70-6522-00 INSURANCE | 6,500.00 | 20,371.00 | 27,800.00 | 7,429.00 | 73.3 |
| 03-70-6524-00 GAS AND OIL | 774.26 | 3,653.67 | 12,500.00 | 8,846.33 | 29.2 |
| 03-70-6525-00 GIS MAPPING | .00 | .00 | 25,000.00 | 25,000.00 | .0 |
| 03-70-6526-00 CHEMICALS | 12,390.42 | 52,428.93 | 108,000.00 | 55,571.07 | 48.6 |
| 03-70-6527-00 SUPPLIES-SAFETY EQPT. | .00 | 496.34 | 3,500.00 | 3,003.66 | 14.2 |
| 03-70-6528-00 OPERATING SUPPLIES | 240.24 | 1,003.68 | 10,000.00 | 8,996.32 | 10.0 |
| 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 | 5,142.21 | 5,142.21 | 20,000.00 | 14,857.79 | 25.7 |
| 03-70-6544-16 INSTRUMENTATION UPGRADES | .00 | .00 | 115,000.00 | 115,000.00 | .0 |
| 03-70-7015-00 REPAIRS & MAINT - MAINS | 942.75 | 6,442.21 | 20,000.00 | 13,557.79 | 32.2 |
| 03-70-7020-00 REPAIRS & MAINTENANCE | 8,223.67 | 42,527.32 | 65,000.00 | 22,472.68 | 65.4 |
| 03-70-7022-00 VEHICLE REPAIRS | .00 | 826.62 | 3,500.00 | 2,673.38 | 23.6 |
| 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 | 652.10 | 10,820.92 | 65,000.00 | 54,179.08 | 16.7 |
| TOTAL OPERATIONS - SEWER FUND | 89,233.64 | 454,445.92 | 1,193,000.00 | 738,554.08 | 38.1 |
| TOTAL FUND EXPENDITURES | 103,167.19 | 547,766.43 | 1,463,100.00 | 915,333.57 | 37.4 |
| NET REVENUE OVER EXPENDITURES | 73,491.14 | 752,243.93 | 191,900.00 | (560,343.93) | 392.0 |

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

CONSERVATION TRUST

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|--------------------------------------|-----------------|-------------------|-------------------|------------------|-------------|
| 05-00-4070-00 COLORADO LOTTERY | .00 | 40,834.39 | 50,000.00 | 9,165.61 | 81.7 |
| 05-00-4110-00 PARK FEES | 7,000.00 | 45,500.00 | 62,500.00 | 17,000.00 | 72.8 |
| 05-00-4130-00 LARIMER COUNTY USE TAX | .00 | 47,936.78 | 40,000.00 | (7,936.78) | 119.8 |
| 05-00-4330-00 OTHER | 644.39 | 4,009.61 | 1,200.00 | (2,809.61) | 334.1 |
| 05-00-4610-00 CT-EARNINGS ON INVEST. | 1,155.44 | 4,896.70 | 3,500.00 | (1,396.70) | 139.9 |
| TOTAL SOURCE 00 | 8,799.83 | 143,177.48 | 157,200.00 | 14,022.52 | 91.1 |
| TOTAL FUND REVENUE | 8,799.83 | 143,177.48 | 157,200.00 | 14,022.52 | 91.1 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

CONSERVATION TRUST

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|-----------------|------------------|-------------------|---------------------|--------------|
| 05-70-6533-00 TREE TRIMMING | .00 | 2,880.00 | 6,000.00 | 3,120.00 | 48.0 |
| 05-70-6544-01 CAPITAL - TREES | .00 | .00 | 7,000.00 | 7,000.00 | .0 |
| 05-70-6544-04 LAWN MOWER | .00 | 33,654.34 | 46,000.00 | 12,345.66 | 73.2 |
| 05-70-6545-00 EDDIE ARAGON PARK | .00 | 1,737.00 | 6,000.00 | 4,263.00 | 29.0 |
| 05-70-6546-00 SUNRISE PARK | 966.16 | 966.16 | 3,500.00 | 2,533.84 | 27.6 |
| 05-70-6547-00 PARISH PARK | .00 | 476.15 | 3,500.00 | 3,023.85 | 13.6 |
| 05-70-6548-00 HAYS PARK | 616.67 | 44,708.16 | 55,700.00 | 10,991.84 | 80.3 |
| 05-70-6549-00 PIONEER RIDGE PARK | .00 | .00 | 3,500.00 | 3,500.00 | .0 |
| 05-70-6550-00 ROLLING HILLS RANCH PARK | 616.67 | 616.67 | 3,500.00 | 2,883.33 | 17.6 |
| 05-70-6551-00 JOHNSTOWN LAKE PARK | 1,941.76 | 4,001.26 | 5,000.00 | 998.74 | 80.0 |
| 05-70-6553-00 CLEARVIEW PARK | 1,359.80 | 1,359.80 | 3,500.00 | 2,140.20 | 38.9 |
| 05-70-7020-00 REPAIR & MAINT. | 695.94 | 695.94 | 6,000.00 | 5,304.06 | 11.6 |
| TOTAL DEPARTMENT 70 | 6,197.00 | 91,095.48 | 149,200.00 | 58,104.52 | 61.1 |
| TOTAL FUND EXPENDITURES | 6,197.00 | 91,095.48 | 149,200.00 | 58,104.52 | 61.1 |
| NET REVENUE OVER EXPENDITURES | 2,602.83 | 52,082.00 | 8,000.00 | (44,082.00) | 651.0 |

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 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 | 483.90 | 3,037.09 | 900.00 | (2,137.09) | 337.5 |
| TOTAL SOURCE 00 | 483.90 | 3,037.09 | 225,900.00 | 222,862.91 | 1.3 |
| TOTAL FUND REVENUE | 483.90 | 3,037.09 | 225,900.00 | 222,862.91 | 1.3 |

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2016

CONTINGENT FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|-------------------------------------|---------------|------------|-----------------|-----------------|------|
| 06-70-6544-00 TRANSFER TO BANK FUND | .00 | 2,982.50 | 1,450,300.00 | 1,447,317.50 | .2 |
| TOTAL DEPARTMENT 70 | .00 | 2,982.50 | 1,450,300.00 | 1,447,317.50 | .2 |
| TOTAL FUND EXPENDITURES | .00 | 2,982.50 | 1,450,300.00 | 1,447,317.50 | .2 |
| NET REVENUE OVER EXPENDITURES | 483.90 | 54.59 | (1,224,400.00) | (1,224,454.59) | .0 |

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2016

CEMETERY FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|--|---------------|-----------------|-----------------|---------------|-------------|
| 07-00-4310-00 CEMETERY LOTS AND CARE | 584.00 | 2,190.60 | 2,800.00 | 609.40 | 78.2 |
| 07-00-4610-00 CP-EARNINGS ON INVESTMENTS | 71.28 | 415.43 | 100.00 | (315.43) | 415.4 |
| TOTAL SOURCE 00 | 655.28 | 2,606.03 | 2,900.00 | 293.97 | 89.9 |
| TOTAL FUND REVENUE | 655.28 | 2,606.03 | 2,900.00 | 293.97 | 89.9 |
| NET REVENUE OVER EXPENDITURES | 655.28 | 2,606.03 | 2,900.00 | 293.97 | 89.9 |

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2016

EQUIPMENT REPLACEMENT FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|--|---------------|------------|--------------|--------------|------|
| 09-00-4110-00 TRANSFER FROM GENERAL FUND | .00 | .00 | 1,000,000.00 | 1,000,000.00 | .0 |
| 09-00-4610-00 EARNINGS ON INVESTMENTS | .00 | 268.38 | 5,000.00 | 4,731.62 | 5.4 |
| TOTAL SOURCE 00 | .00 | 268.38 | 1,005,000.00 | 1,004,731.62 | .0 |
| TOTAL FUND REVENUE | .00 | 268.38 | 1,005,000.00 | 1,004,731.62 | .0 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

EQUIPMENT REPLACEMENT FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--------------------------------------|--------------------|----------------------|-------------------|-------------------|----------------|
| 09-70-6544-03 GRADER ROLL OVER | .00 | 18,900.00 | 19,000.00 | 100.00 | 99.5 |
| 09-70-6544-04 POLICE VEHICLE | 8,594.33 | 8,594.33 | 117,000.00 | 108,405.67 | 7.4 |
| 09-70-6544-05 SNOW PLOW FOR PICKUP | .00 | .00 | 10,500.00 | 10,500.00 | .0 |
| 09-70-6544-10 COMPUTERS | .00 | 799.98 | 28,000.00 | 27,200.02 | 2.9 |
| 09-70-6544-12 LOADER | .00 | 96,750.00 | 100,000.00 | 3,250.00 | 96.8 |
| 09-70-6544-20 COPIER | .00 | 2,323.35 | 10,000.00 | 7,676.65 | 23.2 |
| 09-70-6544-21 SOFTWARE | .00 | .00 | 14,000.00 | 14,000.00 | .0 |
| TOTAL DEPARTMENT 70 | 8,594.33 | 127,367.66 | 298,500.00 | 171,132.34 | 42.7 |
| TOTAL FUND EXPENDITURES | 8,594.33 | 127,367.66 | 298,500.00 | 171,132.34 | 42.7 |
| NET REVENUE OVER EXPENDITURES | (8,594.33) | (127,099.28) | 706,500.00 | 833,599.28 | (18.0) |

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2016

DRAINAGE FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---------------------------------------|------------------|-------------------|-------------------|-------------------|-------------|
| 11-00-4110-00 DRAINAGE FEES | 32,744.00 | 226,078.28 | 375,000.00 | 148,921.72 | 60.3 |
| 11-00-4610-00 EARNINGS ON INVESTMENTS | 1,813.93 | 9,143.16 | 6,200.00 | (2,943.16) | 147.5 |
| TOTAL SOURCE 00 | 34,557.93 | 235,221.44 | 381,200.00 | 145,978.56 | 61.7 |
| TOTAL FUND REVENUE | 34,557.93 | 235,221.44 | 381,200.00 | 145,978.56 | 61.7 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

DRAINAGE FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|------------------|-------------------|------------------------|---------------------|--------------|
| <u>ADMINISTRATION</u> | | | | | |
| 11-25-5010-00 CLERICAL SALARIES | 1,260.60 | 7,669.99 | 18,500.00 | 10,830.01 | 41.5 |
| 11-25-5010-03 OVERTIME | .00 | .00 | 100.00 | 100.00 | .0 |
| 11-25-5011-00 PART TIME OFFICE | 319.20 | 1,236.90 | 7,200.00 | 5,963.10 | 17.2 |
| 11-25-5025-00 MANAGER | 2,067.18 | 15,455.12 | 26,900.00 | 11,444.88 | 57.5 |
| 11-25-5050-00 PAYROLL TAXES | 275.82 | 1,954.94 | 4,000.00 | 2,045.06 | 48.9 |
| 11-25-5060-00 RETIREMENT FUND | 221.72 | 1,594.92 | 3,300.00 | 1,705.08 | 48.3 |
| 11-25-5065-00 HEALTH INSURANCE | 395.79 | 2,770.99 | 9,200.00 | 6,429.01 | 30.1 |
| 11-25-5070-00 WORKMAN'S COMPENSATION | 97.82 | 546.01 | 600.00 | 53.99 | 91.0 |
| 11-25-6010-00 UTILITIES | 123.10 | 653.58 | 1,800.00 | 1,146.42 | 36.3 |
| 11-25-6505-00 OFFICE SUPPLIES | .00 | 280.50 | 1,200.00 | 919.50 | 23.4 |
| 11-25-6506-00 UTILITY BILL MAILING | 661.20 | 3,812.44 | 7,100.00 | 3,287.56 | 53.7 |
| 11-25-6507-00 ON LINE BILL PRESENTMENT | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 11-25-6510-00 TELEPHONE | 111.05 | 686.73 | 700.00 | 13.27 | 98.1 |
| 11-25-6522-00 INSURANCE AND BONDS | 625.00 | 1,875.00 | 2,500.00 | 625.00 | 75.0 |
| 11-25-6544-04 COMPUTER SOFTWARE | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 11-25-7020-00 MAINTENANCE AND REPAIRS | .00 | 216.03 | 500.00 | 283.97 | 43.2 |
| 11-25-8010-00 AUDIT | .00 | 1,500.00 | 2,500.00 | 1,000.00 | 60.0 |
| 11-25-8012-00 COMPUTER PROF. SERVICES | 279.00 | 2,353.91 | 3,300.00 | 946.09 | 71.3 |
| 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 | 6,437.48 | 42,607.06 | 97,400.00 | 54,792.94 | 43.7 |
| <u>OPERATIONS</u> | | | | | |
| 11-70-5010-00 SALARIES | .00 | 6,587.79 | 21,000.00 | 14,412.21 | 31.4 |
| 11-70-5010-03 OVERTIME | .00 | .00 | 600.00 | 600.00 | .0 |
| 11-70-5050-00 PAYROLL TAXES | .00 | 590.46 | 2,000.00 | 1,409.54 | 29.5 |
| 11-70-5060-00 RETIREMENT FUND | .00 | 483.97 | 1,200.00 | 716.03 | 40.3 |
| 11-70-5065-00 HEALTH INSURANCE | .00 | 2,658.42 | 10,100.00 ⁰ | 7,441.58 | 26.3 |
| 11-70-5070-00 WORKMEN'S COMPENSATION | 293.46 | 1,638.03 | 1,700.00 | 61.97 | 96.4 |
| 11-70-6510-00 TELEPHONE | 123.89 | 722.79 | 800.00 | 77.21 | 90.4 |
| 11-70-6511-00 TRAINING | .00 | .00 | 600.00 | 600.00 | .0 |
| 11-70-6522-00 INSURANCE | 1,150.00 | 3,450.00 | 4,600.00 | 1,150.00 | 75.0 |
| 11-70-6524-00 GAS & OIL | 307.54 | 539.39 | 2,200.00 | 1,660.61 | 24.5 |
| 11-70-6526-00 OPERATING SUPPLIES | 38.67 | 232.02 | 1,100.00 | 867.98 | 21.1 |
| 11-70-6544-06 INFRASTRUCTURE REPAIR | .00 | .00 | 20,000.00 | 20,000.00 | .0 |
| 11-70-7020-00 REPAIR & MAINTENANCE | .00 | 30.98 | 2,000.00 | 1,969.02 | 1.6 |
| 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 | 1,913.56 | 16,933.85 | 123,700.00 | 106,766.15 | 13.7 |
| TOTAL FUND EXPENDITURES | 8,351.04 | 59,540.91 | 221,100.00 | 161,559.09 | 26.9 |
| NET REVENUE OVER EXPENDITURES | 26,206.89 | 175,680.53 | 160,100.00 | (15,580.53) | 109.7 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

LIBRARY

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--------------------------------------|---------------------|----------------------|------------|----------------------|-----------|
| 14-00-5010-00 LIBRARY- SALARIES | 18,099.82 | 132,517.52 | .00 | (132,517.52) | .0 |
| 14-00-5050-00 LIBRARY-PAYROLL TAXES | 1,356.36 | 10,563.46 | .00 | (10,563.46) | .0 |
| 14-00-5065-00 HEALTH INS. | 369.30 | 2,585.10 | .00 | (2,585.10) | .0 |
| 14-00-5070-00 WORKMENS COMPENSATION | 195.64 | 1,092.02 | .00 | (1,092.02) | .0 |
| TOTAL DEPARTMENT 00 | 20,021.12 | 146,758.10 | .00 | (146,758.10) | .0 |
| TOTAL FUND EXPENDITURES | 20,021.12 | 146,758.10 | .00 | (146,758.10) | .0 |
| NET REVENUE OVER EXPENDITURES | (20,021.12) | (146,758.10) | .00 | 146,758.10 | .0 |

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2016

CAPITAL PROJECTS FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---------------------------------------|-------------------|---------------------|-------------------|----------------------|--------------|
| 15-00-4060-00 USE TAX | 175,701.20 | 1,680,529.66 | 850,000.00 | (830,529.66) | 197.7 |
| 15-00-4610-00 EARNINGS ON INVESTMENTS | 6,984.53 | 51,321.12 | 30,000.00 | (21,321.12) | 171.1 |
| 15-00-4720-00 FROM WATER FUND | .00 | .00 | 45,000.00 | 45,000.00 | .0 |
| TOTAL SOURCE 00 | 182,685.73 | 1,731,850.78 | 925,000.00 | (806,850.78) | 187.2 |
| TOTAL FUND REVENUE | 182,685.73 | 1,731,850.78 | 925,000.00 | (806,850.78) | 187.2 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

CAPITAL PROJECTS FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|-------------------|---------------------|-------------------|------------------------|---------------|
| 15-70-6544-16 SOUTH PARISH RR CROSSING | .00 | .00 | 65,000.00 | 65,000.00 | .0 |
| 15-70-6544-17 YMCA FEASIBILITY STUDY | .00 | 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. | 650.00 | 92,363.48 | 150,000.00 | 57,636.52 | 61.6 |
| 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 | 10,151.03 | 12,500.00 | 2,348.97 | 81.2 |
| 15-70-7045-00 STREETLIGHTS | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 15-70-7047-00 SIGNS | .00 | 290.80 | 30,000.00 | 29,709.20 | 1.0 |
| 15-70-7065-00 SIDEWALK/CURB REPL. | .00 | .00 | 15,000.00 | 15,000.00 | .0 |
| 15-70-7085-00 SHOP IMPROVEMENTS | .00 | .00 | 5,500.00 | 5,500.00 | .0 |
| 15-70-7090-00 COLUMBINE COMPLEX REPAIRS | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 15-70-8017-00 PROFESSIONAL SERVICES | 19,445.00 | 32,083.19 | 75,000.00 | 42,916.81 | 42.8 |
| TOTAL DEPARTMENT 70 | 20,095.00 | 139,385.50 | 632,000.00 | 492,614.50 | 22.1 |
| 15-80-7060-00 REBATE | .00 | 24,752.96 | 150,000.00 | 125,247.04 | 16.5 |
| TOTAL DEPARTMENT 80 | .00 | 24,752.96 | 150,000.00 | 125,247.04 | 16.5 |
| TOTAL FUND EXPENDITURES | 20,095.00 | 164,138.46 | 782,000.00 | 617,861.54 | 21.0 |
| NET REVENUE OVER EXPENDITURES | 162,590.73 | 1,567,712.32 | 143,000.00 | (1,424,712.32) | 1096.3 |

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2016

JOHNSON'S CORNER IMP. FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---------------------------------------|------------------|------------------|------------------|------------------|-------------|
| 16-00-4070-00 FROM SALES TAX | 11,150.00 | 60,271.21 | 93,000.00 | 32,728.79 | 64.8 |
| 16-00-4610-00 EARNINGS ON INVESTMENTS | 221.21 | 235.61 | 20.00 | (215.61) | 1178.1 |
| TOTAL SOURCE 00 | 11,371.21 | 60,506.82 | 93,020.00 | 32,513.18 | 65.1 |
| TOTAL FUND REVENUE | 11,371.21 | 60,506.82 | 93,020.00 | 32,513.18 | 65.1 |

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JULY 31, 2016

JOHNSON'S CORNER IMP. FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|-------------------------------|---------------|--------------|--------------|-------------|---------|
| 16-70-7010-00 CONSTRUCTION | 42,000.00 | 72,000.00 | 107,020.00 | 35,020.00 | 67.3 |
| TOTAL DEPARTMENT 70 | 42,000.00 | 72,000.00 | 107,020.00 | 35,020.00 | 67.3 |
| TOTAL FUND EXPENDITURES | 42,000.00 | 72,000.00 | 107,020.00 | 35,020.00 | 67.3 |
| NET REVENUE OVER EXPENDITURES | (30,628.79) | (11,493.18) | (14,000.00) | (2,506.82) | (82.1) |

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2016

IMPACT FEES

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---------------|--------------|------------|---------------|-------|
| 17-00-4610-00 EARNINGS ON INVESTMENTS | 5,919.97 | 37,434.59 | 35,000.00 | (2,434.59) | 107.0 |
| TOTAL SOURCE 00 | 5,919.97 | 37,434.59 | 35,000.00 | (2,434.59) | 107.0 |
| | | | | | |
| <u>SOURCE 01</u> | | | | | |
| 17-01-4110-01 TRANSPORATION FAC. DEV. FEE | 32,354.00 | 515,715.52 | 230,000.00 | (285,715.52) | 224.2 |
| 17-01-4110-02 POLICE FACILTIES DEV. FEE | 8,134.00 | 101,816.58 | 53,000.00 | (48,816.58) | 192.1 |
| 17-01-4110-03 PUBLIC FACILITIES DEV. FEE | 19,124.00 | 218,970.96 | 142,000.00 | (76,970.96) | 154.2 |
| 17-01-4110-04 PARKS & OPEN SPACE DEV. FEE | 16,142.00 | 149,757.20 | 138,000.00 | (11,757.20) | 108.5 |
| 17-01-4110-05 LIBRARY FACILITIES FEE | 9,576.00 | 79,904.40 | 27,000.00 | (52,904.40) | 295.9 |
| 17-01-4110-06 TRAFFIC SIGNAL | 836.58 | 4,661.76 | 5,000.00 | 338.24 | 93.2 |
| TOTAL SOURCE 01 | 86,166.58 | 1,070,826.42 | 595,000.00 | (475,826.42) | 180.0 |
| | | | | | |
| TOTAL FUND REVENUE | 92,086.55 | 1,108,261.01 | 630,000.00 | (478,261.01) | 175.9 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 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 | 15,337.93 | 35,991.35 | 700,000.00 | 684,008.65 | 5.1 |
| TOTAL DEPARTMENT 70 | 15,337.93 | 35,991.35 | 720,000.00 | 684,008.65 | 5.0 |
| TOTAL FUND EXPENDITURES | 15,337.93 | 35,991.35 | 720,000.00 | 684,008.65 | 5.0 |
| NET REVENUE OVER EXPENDITURES | 76,748.62 | 1,072,269.66 | (90,000.00) | (1,162,269.66) | 1191.4 |

RESOLUTION

No. 2016-07

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2016-07

CONCERNING RESPONSIBLE ENERGY DEVELOPMENT

WHEREAS, the Town of Johnstown supports responsible energy development and similarly supports the Colorado Oil and Gas Conservation Commission's efforts to ensure that the State of Colorado's natural resources are developed responsibly; and

WHEREAS, the Town Council finds that its current regulations, together with the regulations established under State law, are protective of the health, safety and well-being of the Town's citizens; and

WHEREAS, the Town Council finds that oil and gas development and the economic activity it generates are beneficial to the Town's prosperity and sensible growth; and

WHEREAS, the Town Council finds that oil and gas development provides critical resources to the Town's schools, parks and recreation areas, library and other public amenities.

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

1. The Town Council does not intend to enact any ordinance, resolution, rule or regulation that would substantially impede the efficient and equitable development and production of oil and gas within the Town's boundaries.
2. While the Town Council commits to protecting the safety and prosperity of the Town's citizens and the environment, the Town Council is not in favor of banning oil and gas production within the Town's boundaries.
3. The Town Council intends to pursue negotiated, legally-enforceable agreements with oil and gas operators to protect the interests of the public, local businesses and property owners and to enable responsible and efficient exploration and development of oil and gas within the Town's boundaries.

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

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Scott James, Mayor

AGENDA ITEM 9A

**AWARD
OF
CONTRACT**

**(Water Plant Supervisory Control and Data
Acquisition System Upgrade)**

(Inertia Automation Inc.)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: August 15, 2016

ITEM NUMBER: 9A

SUBJECT: Consider Award of Professional Services Contract to Inertia Automation Inc., for Upgrading the Water Plant's Supervisory Control and Data Acquisition System

ACTION PROPOSED: Award Contract to Inertia Automation Inc.

PRESENTED BY: Town Manager, Water/Wastewater Superintendent and Town Attorney

AGENDA ITEM DESCRIPTION: Upgrading the Town's Supervisory Control and Data Acquisition (SCADA) system was one of the recommendations included in the Town's recently adopted (March, 2016) Water Master Plan prepared by JUB Engineer's Inc.

A proposal for the project was solicited by the Town from Mr. Kevin Preusse of Inertia Automation Inc., regarding system upgrades to the current control system utilized at the Town's water treatment plant (please refer to attached proposal). Inertia Automation is proposing to provide design/build services to affect major control upgrades for the town's water treatment plant and its outlying infrastructure. The scope of coverage will include the water treatment plant, distribution pump house, north water storage tank, town lake raw water pump station, and Lonetree raw water pump station (please refer to attached proposal for a more detailed explanation of the proposed scope of services).

According to the proposal, the project is planned to be executed in three overlapping phases as follows:

- 1) **Design Phase** – According to the proposal, phase one is estimated to take four (4) months. Design review meetings will be conducted at approximately 50%, 90% and 100% design. The estimated cost for this phase is **\$27,500**.
- 2) **Procurement Phase** –Phase two is anticipated to take two (2) months. The majority of the time will be for procurement (delivery and shipping) of the necessary equipment related to the upgrades. The estimated cost of this phase is **\$98,000**, which will be invoiced at cost plus fifteen percent (15%) with a copy of the material invoices provided to the Town.
- 3) **Installation Phase**- Phase three of the project is expected to take two (2) months. According to the proposal, it is recommended that this phase occur towards the end of the winter when plant outages can easily be scheduled and high water usage is about to commence. Estimated cost of this phase is **\$34,500**.

According to the proposal, with the overlap of the three phases, the anticipated duration of the project will be about six (6) to seven (7) months at a cost not to exceed **\$160,000**.

Note: Inertia's proposal/costs and previously submitted materials list has been reviewed by an outside engineer (Mr. Josh Cook, NOCO Engineering Company). According to the attached letter, Mr. Cook finds the proposed costs associated with the project to be reasonable and acceptable.

Attached please find a professional profile (resumes) and proposed staffing plan for the water treatment plant upgrades project. It should be noted that Mr. Kevin Preusse has worked on the Town's water treatment plant over the past fourteen (14) years as is thoroughly familiar with its operating system.

Mr. Preusse will be in attendance to review the proposed scope of services and answer questions.

LEGAL ADVICE: The attached agreement is the Town's standard professional services agreement which was prepared by the Town Attorney.

FINANCIAL ADVICE: According to the Town Treasurer, sufficient funds are available for the project. As the project will not be completed by the end of the year, additional funds will need to be allocated in next year's budget.

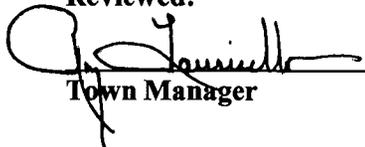
RECOMMENDED ACTION: Award contract to Inertia Automation Inc.

SUGGESTED MOTIONS:

For Approval: I move to award the contract to Inertia Automation Inc., for upgrading the water plant's SCADA system in a total amount **not to exceed \$160,000** and authorize the Mayor to sign the agreement.

For Denial: I move to deny the award of the contract to Inertial Automation Inc.

Reviewed:


Town Manager

AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2016, by and between THE TOWN OF JOHNSTOWN, COLORADO, hereinafter referred to as "Town," and Inertia Automation, Inc., hereinafter referred to as "Consultant."

WHEREAS, the Town desires design, procurement and installation services for the upgrade to the Town's Water System SCADA (Supervisory Control and Data Acquisition) System and;

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

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

1. **Scope of Services.** Consultant agrees to perform professional services as outlined in the proposal dated July 18, 2016, attached as Exhibit A and in conformance with the requirements in Exhibit B, which exhibits are attached hereto and incorporated herein by reference. Consultant shall direct and endeavor to ensure that its subcontractors comply with this Agreement
2. **Term of Agreement.** Consultant shall proceed with the performance of the services set forth in Exhibit A. In providing these services, Consultant shall work directly with the Town's Manager and under his direction.
3. **Compensation.** The Town agrees to pay Consultant the fee as outlined on the attached Exhibit A, an amount not to exceed \$160,000. Payment for services shall be provided to Consultant within thirty (30) days of Consultant's providing a detailed statement to the Town.
4. **Insurance**
 - A. Consultant agrees to obtain and maintain, at Consultant's expense, and shall cause each subcontractor of the Consultant to obtain and maintain, unless such coverage is provided by Consultant, such insurance as will protect the Consultant from claims under the Workmen's Compensation Act, and such comprehensive general liability insurance and automobile liability insurance as will protect the Consultant from all claims for bodily injury, death, or property damage which may arise from the performance by the Consultant, or by the Consultant's employees, of the Consultant's functions and services required under this Agreement. The amounts of liability insurance shall not be less than \$150,000.00 per person/\$600,000.00 per accident and \$600,000.00 property damage. Consultant shall provide a Certificate of Insurance in accordance with the above requirements upon execution of this contract.
 - B. Consultant shall be responsible for all damages, including all normally foreseeable damages, resulting from negligent errors and omissions of the Consultant.

- C. The parties agree that the Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.
5. **Termination.** Either party to this Agreement may terminate this Agreement with or without good cause shown by giving the other thirty (30) days' notice in writing. Upon delivery of such notice by the Town to the Consultant, and upon expiration of the 30-day period, the Consultant shall discontinue all services in connection with the performance of this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement showing in detail the services performed under this Agreement to the date of termination.

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

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

Inertia Automation, Inc.
P.O. Box 17
Berthoud, CO 80513-0017
Attn: Kevin W. Preusse

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

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

7. **Miscellaneous Terms.**

- A. **Indemnification.** Consultant agrees to indemnify and hold harmless the Town and its officers, employees and agents from any and all claims, losses, injuries, damages and lawsuits and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the negligent acts or omissions of Consultant or its subcontractor in the performance of services as set forth in this Agreement.
- B. **Modifications.** This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in writing by the parties hereto.

- C. **Independent Consultant.** Consultant and its employees and agents shall be considered for all purposes of this Agreement to be independent Consultants and not employees or agents of the Town, and therefore, benefits such as medical, workers compensation, etc., shall not be available to Consultant, its employees, agents or subcontractors.
- D. **Non-Appropriation of Funds.** Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.
- E. **Neutrality.** Consultant assures that it will establish safeguards to prohibit its employees, agents, or servants from using this Agreement for any purpose which causes or lends itself to create an appearance of impropriety. Said employees, agents, or servants shall not seek any personal benefits of private gain for themselves, their families, or others.

No member of Town government, whether individual officers or employees, shall be entitled to any personal share, or afforded any pecuniary gain, remuneration, or part of this Agreement or any benefit that may arise therefrom.

- F. **Conflicts of Interest.** During the term of this Agreement, Consultant shall not perform similar services for persons, firms, or entities which have the potential to create a conflict of interest unless this is disclosed to and approved by the Town in writing.
- G. **Governing Law and Venue.** Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown. Venue for any claim, proceeding or action arising out of this Agreement shall be in Larimer or Weld County, Colorado.
- H. **Severability.** Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect, unless such determination is so material as to render the main purpose of this Agreement unworkable.
- I. **Transfer and Assignment.** Consultant shall not assign or transfer its interest in this Agreement without the written consent of the Town. Any unauthorized assignment or transfer shall render this Agreement null, void, and of no effect as to the Town.
- J. **No Presumption.** Each party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. In the event of any dispute, disagreement or controversy arising from this Agreement, the parties shall be considered joint authors and no provision shall be interpreted against any party because of authorship.

SUBSCRIBED AND SWORN to before me this 25 day of July, 2016, by
Kevin P. PIELKE as the PRESIDENT of INERTIA AUTOMATION, INC.

WITNESS my hand and official seal.

My commission expires: May 13, 2017

Anna Pugliese
Notary Public

EXHIBIT A

INERTIA AUTOMATION, INC.

www.Inertia-Automation.com

July 18, 2016

Inertia Automation, Inc.
P.O. Box 17
Berthoud, Colorado 80513

Town of Johnstown
c/o Marty Jones
201 South First Street
Johnstown, Colorado 80534

(PK160701) Proposal to Upgrade SCADA System

Mr. Jones,

In regards to a request for proposal, Inertia Automation is pleased to present this quotation in regards to system upgrades to the current control system utilized at the Johnstown Water Filter Plant.

Inertia Automation is a full service automation systems contractor with a focus on providing the highest level of customer satisfaction available. We take great pride in ensuring that we furnish expertise in every facet of our business; delivering quality, reliability and integrity to meet your demands.

Reference Documents

- None. Verbal directives only.

Proposed Scope of Services

- Inertia Automation proposes to provide design/build services to effect major control systems upgrades for the water filter plant and its outlying infrastructure. The scope of coverage will include the Water Filter Plant, Distribution Pumphouse, North Water Storage Tank, Town Lake RWPS, and Lonetree RWPS. Specific goals for each of these areas are detailed below. As this project is proposed to be a design/build format, detailed strategies for accomplishing these goals will be determined during the design phase.
- The project will be executed in three rather distinct phases; those being Design, Procurement and Installation. There will be some overlap of these phases due to coordination efforts.
- A brief summarization of goals for the Water Filter Plant include upgrade of the SCADA platform currently located in the Filters Building, adding a SCADA interface in the DAF building and upgrade of Intra-plant communications to high-speed Ethernet. Some of the existing control system infrastructure will be utilized.
- Upgrades to the Distribution Pumphouse will result in an independent controller that will be integrated with the Filter Plant's Intra-plant communications network.
- The North Water Storage Tank was designed around a compatible control systems platform and requires little effort to bring up to the current standard. The extent of work at this location primarily consists of wireless telemetry upgrades and integration with the new SCADA system.
- Town Lake RWPS was built with these upgrades considered and should require very little effort to integrate with the upgraded system. The extent of work at this location is

INERTIA AUTOMATION, INC.

www.Inertia-Automation.com

primarily in regards to wireless telemetry between it and the Water Filter Plant. Other minor upgrades will be completed as well.

- Goals for Lonetree RWPS include upgrading the control system platform to the current standardized platform used throughout the Johnstown Water system. The existing Leased-line communications link will be replaced with a wireless telemetry system; eliminating the need for the leased-line.
- All software licensing will be registered to the Town of Johnstown.
- Warranty period and furnished software will be furnished with a one year subscription.
- All computer equipment that will be decommissioned will be inventoried and packaged for short-haul transportation (i.e. wrapped and palletted).

Proposal

Inertia Automation proposes to complete the above referenced scope of services within the approved budget of:

One hundred Sixty Thousand Dollars (USD \$160,000)

Scheduling and Value Distribution

As noted earlier, three rather distinct phases will be evident throughout the execution of the project. Approximate duration and value of each of these phases is:

- Design Phase – Four months. Design review meetings will be conducted at approximately 50% Design, 90% Design and 100% Design. Estimated value of this phase is \$27,500.
- Procurement Phase – Two months. The majority of this time will be delivery and shipping. Estimated value of this phase is \$98,000.
- Installation Phase – Two months. It would be preferable for this phase to occur towards the end of Winter when plant outages can be easily scheduled and high usage is relatively near. Estimated value of this phase is \$34,500.

With the mentioned overlap in phases the anticipated duration, from start to finish, is six to seven months from a formal notice to proceed. A more granular schedule will be developed as part of the design process.

Service Rates

Base Rates of Services

| | |
|--------------------------------|-----------------|
| Project Management | \$127.40 / Hour |
| Systems Integration Specialist | \$112.99 / Hour |
| Field Service Technician | \$104.33 / Hour |
| Design Specialist | \$83.61 / Hour |
| Shop Fabrication | \$61.19 / Hour |
| Clerical | \$43.02 / Hour |

Invoicing will be issued at intervals no more frequently than once per month and will consist of documented work completed to date.

Materials will be Invoiced at cost plus 15% mark-up.

INERTIA AUTOMATION, INC.

www.inertia-automation.com

Clarifications, Terms and Conditions

- All work is understood to be performed during normal working hours with ground shipping time allowances. This proposal is based upon the attached Standard Terms and Conditions.
- Disposal services have not been included.
- Payment terms are NET30 from date of invoice.
- This proposal is valid for 30 days from the date offered.

I appreciate the opportunity to provide this proposal and trust to have provided the information that you have requested. If you have any further questions or concerns please do not hesitate to contact me.

Sincerely,

Kevin W. Preusse
Inertia Automation, Inc.
PO Box 17
Berthoud, Colorado 80513-0017
970.203.9606 (Voice)
970.203.9607 (Facsimile)

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

Contractor shall not:

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

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

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

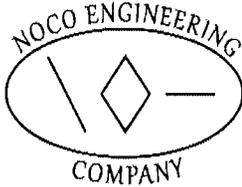
If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

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

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

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

LETTER
OF
RECOMMENDATION
(Mr. Josh Cook, PE –NOCO Engineering
Company)



11323 Coal Mine Street
Firestone, CO 80504
Phone: 720-324-3625
jcook@nec-engrs.com

FILE NO: 16-105.05

July 26, 2016

Town of Johnstown
450 S. Parish Avenue
Johnstown, CO 80534

Re: Scada Proposal

Dear Mr. Lauricello,

The Town of Johnstown requested NOCO Engineering Company (NEC) to review a proposal from Inertia Automation regarding SCADA improvements for the water system. NEC met with staff and Inertia Automation and performed an in-depth review of the proposal. During the meeting we went through each phase of the proposal to make sure the needs of the Town were being met. We discussed construction sequence, programming, logics, cost savings, and functionality of SCADA to the water system. During the meeting we added some additional work to the proposal such as emergency alarms at the Lone Tree Station and a website for the overall SCADA system. We discussed future upgrades to the system to make sure the initial design will be able to easily incorporate future additions such as the wastewater system. We were assured by Inertia the initial design is being set up to handle future upgrades. With the addition of a website to the SCADA system, the town operators will be using smart phones with internet access to allow for remote access to the SCADA website.

With the modifications to the scope of services made during the meeting, the initial contract price of \$160,000 remained unchanged. Inertia plans to do the work on a time and materials basis with an amount not to exceed \$160,000. Inertia has worked with the Town for several years, is familiar with the system, and staff has been pleased with their previous work. The overall scope of work will be beneficial to the Town and staff. I find the costs associated with the project to be reasonable and acceptable and recommend the Town award the Professional Services Agreement to Inertia Automation.

Sincerely,

Josh Cook, P.E.
President
NOCO Engineering Company

AGENDA ITEM 9B

AWARD

OF

CONTRACT

(Great Western Railway of Colorado, LLC)

(Crossing Rehabilitation Agreement)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: August 15, 2016

ITEM NUMBER: 9B

SUBJECT: Consider Contract between the Town of Johnstown and Great Western Railway of Colorado, L.L.C. for Relocation and Upgrading Highway/Railroad Grade Crossing Surface, Track and Warning Devices on Larimer County Road 3

ACTION PROPOSED: Approve Contract between the Town of Johnstown and Great Western Railway of Colorado, L.L.C. for Relocation and Upgrading Highway/Railroad Grade Crossing Surface, Track and Warning Devices on Larimer County Road 3

PRESENTED BY: Town Attorney

AGENDA ITEM DESCRIPTION: On July 6, 2015, the Town and Lomas-Somerset Meadows, LLC (“Developer”) entered into a Subdivision Development and Improvement Agreement for the development known as Thompson Crossing II, Filing No. 1 (“Development Agreement”). The Development Agreement requires the Developer to construct certain public improvements, including, but not limited to, improvements to Larimer County Road 3 and “a Railroad Crossing per PUD and GWRR approvals” as provided on Exhibit B-3, Paragraphs 1 and 2, of the Development Agreement (“Roadway Improvements”).

To complete the Roadway Improvements within the railroad’s right of way, Great Western Railway of Colorado (“Great Western”) is requiring that the Town execute the Contract between the Town of Johnstown and Great Western Railway of Colorado, L.L.C. for Relocation and Upgrading Highway/Railroad Grade Crossing Surface, Track and Warning Devices on Larimer County Road 3 (“Railroad Contract”). The Railroad Contract requires the Town to undertake certain obligations, make certain payments and designate a “Contractor” who shall perform the roadway improvements referenced therein and who is also required to execute a Contractor’s Right of Entry Agreement, attached as Exhibit E to the Railroad Agreement. Because the Developer agreed to perform the work contemplated by the Railroad Agreement in the Development Agreement, the Developer, by separate agreement, has agreed to assume the Town’s obligations under the Railroad Agreement, to make the requisite payments referenced in the Railroad Agreement and to be the Town’s designated “Contractor” under the Railroad Agreement.

The Railroad Contract also contemplates that Great Western will perform improvements to the crossing, including the installation of flashing light signals, gates, bells, and constant warning time circuitry, a new “Do Not Stop on Tracks” sign and a new concrete crossing surface. Great Western will invoice the Town for those expenses, which the Developer is obligated to pay.

LEGAL ADVICE: The Contract between the Town of Johnstown and Great Western Railway of Colorado, L.L.C. for Relocation and Upgrading Highway/Railroad Grade Crossing Surface, Track and Warning Devices on Larimer County Road 3 was reviewed by the Town Attorney.

FINANCIAL ADVICE: N/A

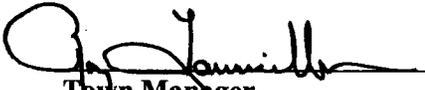
RECOMMENDED ACTION: Approve Contract between the Town of Johnstown and Great Western Railway of Colorado, L.L.C. for Relocation and Upgrading Highway/Railroad Grade Crossing Surface, Track and Warning Devices on Larimer County Road 3.

SUGGESTED MOTION:

For Approval: I move to approve the Contract between the Town of Johnstown and Great Western Railway of Colorado, L.L.C. for Relocation and Upgrading Highway/Railroad Grade Crossing Surface, Track and Warning Devices on Larimer County Road 3 and authorize the Mayor to sign it.

For Denial: I move to deny approval of the Contract between the Town of Johnstown and Great Western Railway of Colorado, L.L.C. for Relocation and Upgrading Highway/Railroad Grade Crossing Surface, Track and Warning Devices on Larimer County Road 3.

Reviewed:


Town Manager

CONTRACT

CONTRACT

BETWEEN THE

Town of Johnstown, Colorado

AND

GREAT WESTERN RAILWAY OF COLORADO, L.L.C.

COVERING

INSTALLATION OF NEW TRACK IN NEW LOCATION, CONCRETE
CROSSING PANELS, RENEWAL AND RELOCATION OF FLASHING LIGHT
SIGNALS,
GATES, BELLS, CONSTANT WARNING CIRCUITRY,
AND NEW CABIN

AT

RAILROAD MILE POST 0.80, LOVELAND SUBDIVISION
U.S. DOT #872118W

IN

JOHNSTOWN, COLORADO

CR 3, Johnstown, CO

GWRCO

**CONTRACT
FOR RELOCATION AND UPGRADING HIGHWAY/RAILROAD GRADE
CROSSING SURFACE, TRACK AND WARNING DEVICES**

THIS CONTRACT, made this ____ day of August, 2016, by and between the **TOWN OF JOHNSTOWN, COLORADO** (“Town”) and **GREAT WESTERN RAILWAY OF COLORADO, L.L.C.** (“Railroad” or “Contractor”), witnessed:

WHEREAS, the Town is a home rule city, municipal corporation, and political subdivision under the provisions of Article XX of the Colorado Constitution with authority to construct, maintain, and operate public works projects and this contract is executed by the Town under that authority; and

WHEREAS, the Railroad owns and operates a line of railroad in and through the Town and County of Larimer;

WHEREAS, on June 3, 2014, the Town filed an Application with the Public Utilities Commission for authority to construct highway/railroad grade crossing improvements consisting of: widening the existing crossing of LCR 3 to include two 12’ travel lanes and two 6’ bike lanes, installing active warning devices consisting of flashing light signals, gates, bells, and constant warning time circuitry, and posting of R8-8 “Do Not Stop on Tracks” signs as more specifically described therein; and

WHEREAS, the Project is located on LCR 3, JOHNSTOWN, Colorado, at the Railroad’s track, National Inventory Crossing No. 872118W, Railroad milepost 0.80 (“the Premises”); and

WHEREAS, on July 23, 2014, the PUC granted the Application in Decision No. C14-0870, authorized the Town to proceed, and ordered that the Town enter into a Construction and Maintenance Agreement with Railroad and file the Agreement with the PUC before start of construction;

WHEREAS, the Railroad is willing to consent to the construction of the Project on the terms and conditions herein stated and not otherwise, and

WHEREAS, the parties desire to set forth in this agreement the terms of the construction, ownership, operation, use, maintenance, repair and replacement of the Project and payment of any Railroad charges made necessary in connection therewith;

- Exhibit D - Estimate for Railroad Work
- Exhibit E - Right of Entry Agreement
- Exhibit F - Railroad "Front Sheet"

ARTICLE II -COMMITMENTS ON THE PART OF THE RAILROAD COMPANY

In consideration of the covenants and conditions to be fulfilled by the Town as hereinafter set forth, Railroad agrees:

SECTION A. RIGHT OF ENTRY

By separate agreement in the form of **Exhibit E**, the Railroad will grant to the Town its agents, contractors, subcontractors, successors, and assigns a Right of Entry upon the Premises for performance of the Roadway Work. A vicinity map of the Project is attached as **Exhibit B**.

SECTION B. CONSTRUCTION

1. **Construction.** The Railroad agrees to construct the Railroad Work in accordance with the Plans (**Exhibit C**) as approved by the PUC (**Exhibit A**). Railroad will provide flaggers for any of the Roadway Work within 25' of the centerline of Railroad's track(s). Such Railroad Work shall be performed by Railroad employees as the sole cost and expense of Town. The Railroad's estimates for such work is attached as **Exhibit D**.

2. **Plans.** The Railroad has submitted to the Town a general plan showing the crossing, the type(s) and location of the tracks, crossing warning devices to be installed, and the approximate approach lengths and/or warning time for the devices for the Improvements. See **Exhibit F**.

3. **Changes in the Improvements.** No change shall be made in the Railroad Work which will alter the character or scope of the Railroad Work without the prior written authorization by the Town.

SECTION C. MAINTENANCE

Upon completion of the Railroad Work required under this contract, the Railroad shall thereafter operate, maintain, repair and keep its roadbed, track and appurtenances, including the railroad grade crossing warning devices installed hereunder, in proper working condition. The Railroad shall not be responsible for maintaining the roadway approaches. In the event the crossing surface shall need repairing or replacing, the Railroad shall bear the cost of the labor to repair or replace the crossing surface.

SECTION C. BILLINGS

Railroad will present insofar as possible a final detailed and itemized statement of the Railroad Work performed by Railroad at the expense of the Town within one hundred twenty (120) days after completion thereof. Railroad shall bill the Town for all actual costs and expenses incurred by Railroad in connection with the Project including but not limited to all actual costs of engineering review, construction, inspection, materials, equipment rental, labor and deliveries to the job site, flagging, and all direct and indirect overhead labor/construction costs using Railroad's standard additive rates. Railroad shall incur costs and expenses, for which it seeks subsequent reimbursement from the Town, that are reasonable and consistent with prevailing railroad rates. The Railroad may present periodic itemized progress bills to the Town for work as completed. Final payment will be made in the amount of the difference between the sum of the monthly payments made and the itemized statement for the total amount of the work performed by the Railroad upon completion of the Railroad Work. Railroad shall not be responsible for any of the costs of the Project.

ARTICLE III -COMMITMENTS ON THE PART OF THE TOWN

In consideration of the covenants and conditions to be fulfilled by Railroad as herein set forth, the Town agrees:

SECTION A. PROJECT ADMINISTRATION

1. The Town shall furnish all plans, specifications, engineering supervision, labor, materials, supplies, and equipment necessary to construct the Roadway Improvements. Plans and specifications for work to be done on, over, under or adjacent to Railroad's right of way and tracks shall be submitted to Railroad's Engineer, Zac Vallos at (303) 398-0310 for review and comments or approval prior to construction. Approval by Railroad shall not be construed or deemed to be a ratification or an adoption by Railroad of said plans and specifications. The Railroad shall not be liable or responsible in any manner for the design, details or construction of the Roadway Work. The final plans and specifications as approved by the parties are attached as Exhibit C and incorporated herein by reference. All construction and work done by the Town or its contractor shall be in accordance with the approved plans and specifications.

2. Prior to any Contractor performing any work on the Premises involving the Project, and any subsequent maintenance or repair work (other than roadway maintenance, snow removal, and any other maintenance or repair work that does not place men or machinery or heavy equipment within 25 feet of the centerline of the track), the Town shall require such Contractor to (1) execute the Railroad's then current Contractor's Right of Entry Agreement, (2) obtain the then current insurance required in the Contractor's Right of Entry Agreement, and (3) provide such insurance policies, certificates, binders and/or endorsements to the Railroad before allowing any Contractor to commence any work on the Premises or on any other Railroad property.

SECTION B. UTILITIES

The Town shall be responsible for obtaining proper clearance or approval, in writing, or formal agreement if utility adjustments are required, from utility companies which may be involved in the project.

SECTION C. MAINTENANCE

Upon completion of this Project, the Town shall maintain the roadway approaches to the crossing. Roadway approaches shall be considered that section of roadway in the vicinity of the crossing beginning at the railroad crossing advance warning signs and extending to the ends of the railroad track cross ties. The Town shall also be responsible for maintaining advance warning signs and, pavement markings. The Town shall not be responsible for maintaining the Railroad's facilities. In the event the crossing surface shall need repairing or replacing, the Town shall bear the cost of the materials to repair or replace the crossing surface. The materials to repair or replace the crossing surface shall be determined by the Town and shall be durable.

SECTION D. PAYMENTS

The Town upon receiving Railroad's invoices shall within forty-five (45) days pay 100% of such invoices. In the event the Town shall fail to pay any monies due to Railroad within forty five (45) days after receipt of the invoice, the Town shall pay interest at the rate of one percent (1%) per month of the outstanding balance of monies owed.

ARTICLE IV – CONSTRUCTION ACTIVITIES ON RAILROAD PROPERTY

1. All work herein provided for, to be done by the Town or its contractor (the "Contractor") on, above or adjacent to the Premises and/or Railroad's right-of-way and tracks, shall be performed in a manner reasonably satisfactory to the Railroad and shall be performed at such time and in such manner as not to interfere with the movement of trains or traffic upon the tracks of Railroad.. The Contractor or its subcontractors as part of any contract for work to be performed on or about the Railroad's right-of-way shall be totally responsible for all damage to the Railroad as a result of work on the Project, which shall include but not be limited to interference with the normal movement of trains. Should the Contractor's operations result in damage to Railroad property or train delays, the Town shall require the Contractor to reimburse the Railroad for such damage or delays within thirty (30) days of receipt of a bill from Railroad for such damages.

2. The Town shall require its Contractor to perform and complete work according to the Contractor's own means and methods and with and by the Contractor's own employees, free from any supervision, inspection, or control whatsoever by Railroad, except as may be necessary to enable Railroad to determine whether work performed complies with the requirements of this

Agreement and conforms to the Plans. It is the intent of the parties hereto that the Town's Contractor shall be and remain an independent contractor and that nothing herein contained shall be construed as inconsistent with that status.

3. The Town shall require its Contractor to comply with all applicable requirements and regulations of every Federal, State, Local or other governmental authority with respect to the performance of work for the safety of the employees engaged therein and of the public and shall take all necessary precautions for the safety of contractor, subcontractors and the employees and tools of both while engaged in said work. In addition, the Town shall require its Contractor to comply with the **Exhibit E**.

4. Railroad's engineer or designee may advise the Town's Contractor or Contractor's site supervisor that an agent, servant, or employee of the Contractor or of a subcontractor is working in an unsafe manner or may potentially work in an unsafe manner, in which event, Contractor's work site supervisor shall cause said agent, servant or employee to leave the work site and Railroad's property. The Town shall require its Contractor to assume all responsibility for the safe work methods and practices of its agents, servants, and employees.

5. If the Town's Contractor performs the Project contrary to the Plans or if such Contractor shall perform said work in a manner deemed hazardous by the Railroad or if the insurance required in **Exhibit E** shall be cancelled during the progress of the work, Railroad shall have the right to stop said work until the acts or omissions of such Contractor have been fully rectified to the satisfaction of the Railroad or until additional insurance has been obtained and proof thereof delivered to and accepted by Railroad. Such work stoppage shall not give rise to or impose upon Railroad any liability.

6. The Town agrees that it will not permit any contractor to enter upon or perform any work contemplated by this Agreement upon or within 25 feet of the centerline of the Railroad's track unless and until contractor shall have executed and delivered to Railroad the Agreement between Railroad and the Contractor in the form attached hereto as **Exhibit E** and provided the insurance documentation required by Article III, Section A.2., hereof.

7. All of the limitations and obligations imposed upon the Town's Contractor by the Town and all rights reserved to Railroad by this Agreement shall apply with equal force and effect to any subcontractor(s) performing any work for the Town's Contractor upon Railroad property. The Town shall provide that its Contractor shall be primarily liable and responsible to Railroad for all acts or omissions of any of the contractor's subcontractors employed upon Railroad property. Nothing herein shall be construed to preclude Railroad from proceeding against the Town's Contractor and subcontractors individually or collectively. Only those subcontractors whose operations are covered by the insurance provisions of **Exhibit E** hereof will be authorized to work upon Railroad property.

8. The Town shall require its Contractor to provide a lockable master battery disconnect switch on all operated or leased mobile equipment stored or parked at or adjacent to the Premises during construction. The Contractor must verify that the master battery disconnect

switch is left in the off or disconnect position and padlocked, when equipment is left unattended. No equipment shall be left unattended within 25 feet of track centerline unless approval is obtained from the Responsible Railroad Project Representative. Under no circumstances is equipment to be left unattended within 8'-6" of track centerline or any other position where it could be struck by a train or on-track equipment. To protect against unauthorized access and/or use, unattended equipment needs to be shut off and left in gear, with brakes set. Remove keys and lock cabs, where so equipped. Buckets and blades need to be lowered to the ground. Where equipment has an enclosed cab, the installation of a lockable hasp on cab access doors is strongly encouraged.

9. The Town shall be responsible for providing traffic control at its costs during construction of the Project.

ARTICLE VI - ADDITIONAL PROVISIONS

SECTION A. REPRESENTATIVES

- 1 To Town:
Town of Johnstown
Attn: Town Manager
P.O. Box 609
Johnstown, CO 80534
Phone: 970-587-4662

With a copy to:

Law Office of Avi S. Rocklin, LLC
19 Old Town Square, Suite 238
Fort Collins, CO 80524
Phone: 970-419-8226

2. To Railroad:
Director of Engineering & Environmental Services
Great Western Railway of Colorado, L.L.C.
252 Clayton Street, 3rd Floor
Denver, CO 80206
Phone: 303-398-4549

With a copy to:

General Counsel
Great Western Railway of Colorado, L.L.C.
252 Clayton Street, 4th Floor
Denver, CO 80206
Phone: 303-398-0330

SECTION B. CONDITIONS TO BE MET BEFORE COMMENCEMENT OF WORK

Neither the Town nor its Contractor may commence any work within the Premises or on any other Railroad property until:

- The Railroad and Town have executed this Agreement.
- The Railroad has provided to the Town Railroad's written approval of the Plans
- The Town's contractor performing work on the Premises has executed Railroad's right of entry Agreement and has obtained and provided to the Railroad the insurance policies, certificates, binders, endorsements set forth in the Right of Entry Agreement.
- The Town provides Railroad with proof that it has the funds appropriated or in escrow from Lomas-Somerset Meadows, LLC to pay for the Railroad Work and Roadway Work

SECTION C. TERMINATION

1. The Railroad may terminate this Agreement effective thirty days after delivery of written notice to the Town in the event construction does not commence on the portion of the Project located on the Railroad's property within six (6) months from the date Railroad has signed this Agreement and returned it to the Town for its execution. Railroad may also terminate for any material breach of the terms of this Agreement upon thirty days' notice and opportunity to cure. If the Agreement is terminated as provided herein, or for any other reason, the Town shall pay to Railroad all actual costs incurred by Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by Railroad in connection with reviewing any preliminary or final Project Plans. The Town may terminate this Agreement upon thirty (30) days' written notice and opportunity to cure for any material breach by Railroad of the terms hereof.

2. In the event delays or difficulties arise in securing necessary approvals, or in acquiring necessary right of way, or in settling damages or damage claims, or for any other reason, which, in the opinion of the Railroad render it impracticable for the construction of the project, then at any time before actual construction is started pursuant to proper approval or authority, the Railroad may serve formal notice of cancellation upon the Town and this contract shall thereupon become null and void. Notwithstanding the foregoing, prior to termination pursuant to this provision, Railroad shall provide Town with notice and a reasonable opportunity to cure.

SECTION D. FUTURE USE OF WARNING DEVICES

If, hereafter, by agreement, negotiation, or order of competent public authority, the grade crossing warning devices are rendered unnecessary, undesirable or improper by closing of said crossing, by relocation, by separation of grades, or by developments or improvements in crossing protection or otherwise, such devices shall be removed, and if by mutual agreement the grade crossing warning devices are deemed suitable for reuse at another location, they shall be reinstalled at that location by the Railroad under a separate agreement for relocation between the Town of

Johnstown, Colorado and the Railroad, as approved by the PUC. If the Town of Johnstown, Colorado widens the adjoining highway, or makes any changes therein which require relocation of said devices, the Town of Johnstown, Colorado will bear the entire cost of making such changes. Whenever by reason of Railroad changes said devices are removed, relocated or replaced, the entire cost thereof shall be borne by the Railroad.

SECTION E. TERM

This Agreement shall become effective as of the date first herein written and shall continue in full force and effect until completion of construction. The term of this contract, except for the provisions regarding roadway maintenance and future use of warning devices, shall continue through completion and final acceptance of this Project by the Town. The covenants regarding roadway maintenance and future use of warning devices constructed under this contract shall remain in effect in perpetuity or until such time as the Town or the Railroad is, by law or otherwise, relieved of such responsibility.

SECTION E. SUCCESSORS AND ASSIGNS

All of the covenants and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

SECTION FE. SIGNATURE AUTHORITY

The parties represent and warrant that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law, to legally authorize the undersigned signatory to execute this contract on behalf of the party and to bind the party to its terms.

SECTION G. CHOICE OF LAW AND VENUE

This contract shall be governed by the laws of Colorado. Venue for any action shall be in county wherein the Premises are located.

SECTION H. ASSIGNMENT

No party shall assign this Agreement, or any part hereof, without the prior written consent of the other parties hereto and without an agreement signed by the assignee of such party to assume all the obligations of such party and to cure any default of such assigning party, and it is agreed that any transfer or assignment, or attempted transfer or assignment of this Agreement, or any of the rights hereby granted, whether voluntary, by operation of law, or otherwise, without said written consent and assumption agreement, shall be absolutely void. Such assignor shall remain primarily liable for any obligations assumed by its assignee including those that survive termination of this contract. If any party seeks to assign its financial obligations hereunder, it shall provide full and current financial statements of its proposed assignee to the other parties for review and approval.

SECTION I. COUNTERPARTS

This Agreement may be executed in three counterparts, each of which shall be deemed to be an original of this Agreement.

SECTION J. THIRD PARTY BENEFICIARIES

Noting contained in this Agreement is intended or shall be construed to confer upon or give any person other than the parties thereto and their successors and assigns, any rights, benefits or remedies under or by reason of the Agreement.

SECTION K. COMPLETE AGREEMENT

This Agreement is intended as the complete integration of all understandings between the parties, their successors and assigns. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other contract executed by the parties and signed by the signatories of this Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

SECTION L. NO WAIVER

In no event shall any waiver by the Railroad of the breach by the Town of any covenant, stipulation, term or condition of this Agreement impair the right of the Railroad to avail itself of any subsequent breach thereof. In no event shall any waiver by the Town of the breach by the Railroad of any covenant, stipulation, term or condition of this Agreement impair the right of the City to avail itself of any subsequent breach thereof.

SECTION M. ILLEGALITY

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado or the United States of America, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

TOWN OF JOHNSTOWN

BY: _____
Town Manager

ATTEST:

Town Clerk on behalf of the

APPROVED AS TO FORM:

Town Attorney Office

Exhibit A

PUC Order

Decision No. C14-0870

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

PROCEEDING NO. 14A-0621R

IN THE MATTER OF THE APPLICATION OF THE TOWN OF JOHNSTOWN AND COUNTY OF LARIMER FOR AUTHORITY TO ALTER AN EXISTING AT-GRADE CROSSING OF GREAT WESTERN RAILROAD COMPANY'S TRACKS AT COUNTY ROAD 3 IN THE TOWN OF JOHNSTOWN AND COUNTY OF LARIMER, AND TO INSTALL ACTIVE WARNING DEVICES AT THIS CROSSING

**COMMISSION DECISION GRANTING
MOTION, DEEMING APPLICATION
COMPLETE, AND GRANTING APPLICATION**

Mailed Date: July 25, 2014

Adopted Date: July 23, 2014

I. BY THE COMMISSION

A. Statement

1. This matter comes before the Commission for consideration of an application (Application) filed by the Town of Johnstown (Johnstown) on June 5, 2014, requesting authority to widen the existing roadway and install active warning consisting of flashing lights, gates, and bells at the crossing of Larimer County Road 3 (LCR 3) with the Great Western Railway Company (GWR), National Inventory No. 872118W in Johnstown, County of Larimer, State of Colorado.

2. On June 9, 2014, Staff of the Commission sent correspondence requesting clarification of the Application. The original Application stated that Johnstown and the County of Larimer were filing the Application. However, only Johnstown signed the Application.

3. On June 10, 2014, Johnstown filed a Motion to Strike Reference to the County of Larimer as an Applicant and to Amend Application to Delete Such Reference (Motion) clarifying that Johnstown is the sole applicant to the Application.

4. Notice of the Application was provided by the Commission to all interested parties, including adjacent property owners pursuant to § 40-6-108(2), C.R.S., on June 12, 2014.

5. No interventions were filed in this matter.

6. The Commission has reviewed the record in this matter and deems that the Application is complete within the meaning of § 40-6-109.5, C.R.S.

7. Now being fully advised in the matter, we grant the Motion and grant the Amended Application.

B. Findings of Fact

8. The Commission gave notice to all interested parties, including the adjacent property owners. No intervention was received opposing the Amended Application.

9. Johnstown requests authority to widen the existing crossing of LCR 3 to include two 12' travel lanes and two 6' bike lanes. In addition to the roadway widening, Johnstown also requests authority to install active warning at the crossing consisting of flashing lights, gates, bells, and constant warning time detection circuitry and posting of R8-8 "Do Not Stop on Tracks" signs. This roadway widening and crossing signalization is a part of the Thompson Crossing II development occurring at the southwest corner of the crossing.

10. The proposed roadway widening is an interim condition and does not build out the roadway to the ultimate four-lane major arterial roadway cross-section, which Johnstown will apply for with the Commission in the future as growth continues to occur in the area.

11. Johnstown states that GWR currently runs two trains per day through the crossing at a maximum timetable speed of ten miles per hour (MPH) with an estimated increase to six train movements per day through the crossing within the next five years. There are currently 250 vehicles per day (VPD) using the crossing at a posted speed limit of 45 MPH with a projected increase to 9,310 VPD by 2035.

12. The estimated cost of the proposed crossing improvements is \$236,100. Johnstown is requiring the Thompson Crossing II developer to pay for the costs of the project.

13. Johnstown proposes to start and complete construction during the third quarter of 2014.

14. Johnstown will be required to inform the Commission in writing that the path is complete and operational within ten days of completion. The Commission will expect this letter by September 30, 2014. However, the Commission does understand this letter may be provided earlier or later than this date depending on changes or delays to the construction schedule.

15. We will also require Johnstown to file a copy of the signed Construction and Maintenance Agreement with the Commission by July 31, 2014 prior to the start of any construction work at the crossing.

C. Conclusions

16. The Commission has jurisdiction in this matter under §§ 40-4-106(2)(a) and (3)(a), C.R.S.

17. No intervenor that filed a petition to intervene or other pleading contests or opposes the Application.

18. Because the Application is unopposed, the Commission finds that it will determine this matter upon the record, without a formal hearing under § 40-6-109(5), C.R.S., and

Rule 1403, Commission Rules of Practice and Procedure, 4 *Code of Colorado Regulations* 723-1.

19. Based on the Findings of Fact, we find that good cause exists and that the requirements of public safety and necessity are met by granting the Application consistent with the above discussion.

II. ORDER

A. The Commission Orders That:

1. The application (Application) filed by the Town of Johnstown (Johnstown) on June 5, 2014, as amended on June 10, 2014 by the Motion to Strike Reference to the County of Larimer as an Applicant and to Amend Application to Delete Such Reference (Motion), requesting authority to widen the existing roadway and install active warning consisting of flashing lights, gates, and bells at the crossing of Larimer County Road 3 (LCR 3) with the Great Western Railway Company (GWR), National Inventory No. 872118W in Johnstown, County of Larimer, State of Colorado is deemed complete within the meaning of § 40-6-109.5, C.R.S.
2. The Motion is granted.
3. The Application as amended is granted.
4. Johnstown is authorized and ordered to proceed with the widening of LCR 3 at the tracks of the GWR to include two 12' travel lanes and two 6' bike lanes, installation of active warning consisting of flashing lights, gates, bells, and constant warning time detection circuitry, and posting of R8-8 "Do Not Stop on Tracks" signs as shown on the plans attached to the Application.

5. Johnstown shall be required to file a copy of the signed Construction and Maintenance Agreement with the Commission by July 31, 2014 prior to the start of any construction work at the crossing.

6. Johnstown shall inform the Commission in writing that the roadway and signal installation is complete and operational within ten days of completion. The Commission will expect this letter by September 30, 2014. However, the Commission understands this letter may be provided earlier or later than this date depending on changes or delays to the construction schedule.

7. The GWR shall be required to update the National Inventory Form for this crossing and file a copy of that updated form in this proceeding by the end of construction in September 30, 2014.

8. The 20-day period provided for in § 40-6-114, C.R.S., within which to file applications for rehearing, reargument, or reconsideration, begins on the first day following the effective date of this Decision.

9. The Commission retains jurisdiction to enter further decisions as necessary.

10. This Decision is effective on its Mailed Date.

**B. ADOPTED IN COMMISSIONERS' WEEKLY MEETING
July 23, 2014.**

(S E A L)



ATTEST: A TRUE COPY

Doug Dean,
Director

THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

JOSHUA B. EPEL

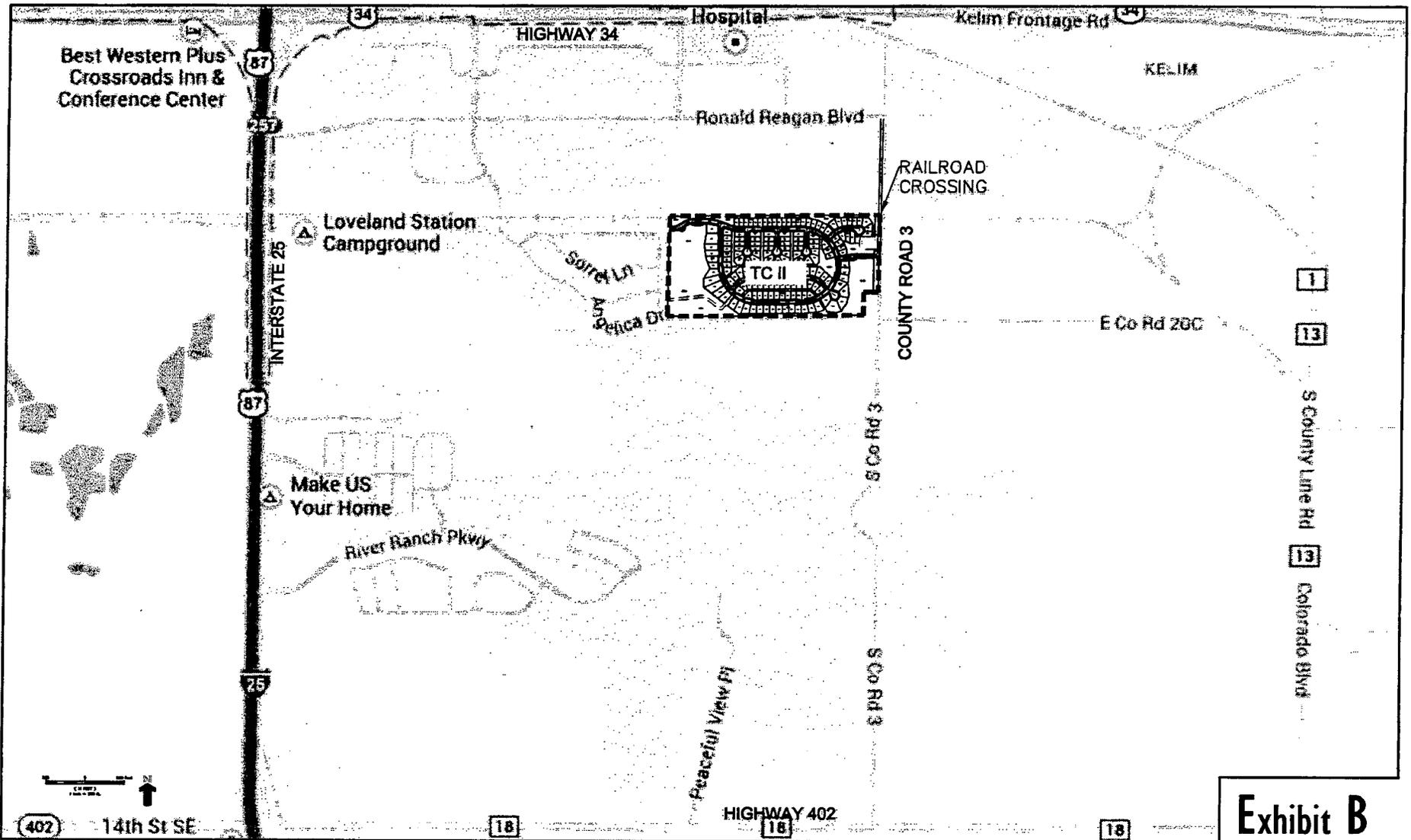
PAMELA J. PATTON

GLENN A. VAAD

Commissioners

Exhibit B

Vicinity Map



Galloway
PLANNING AND DESIGN

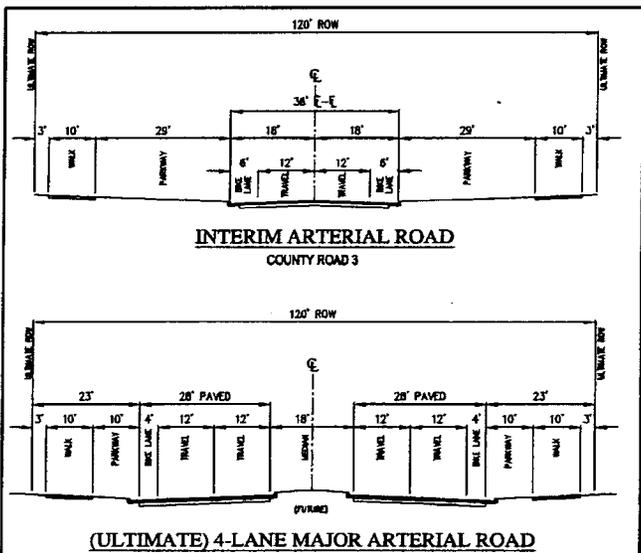
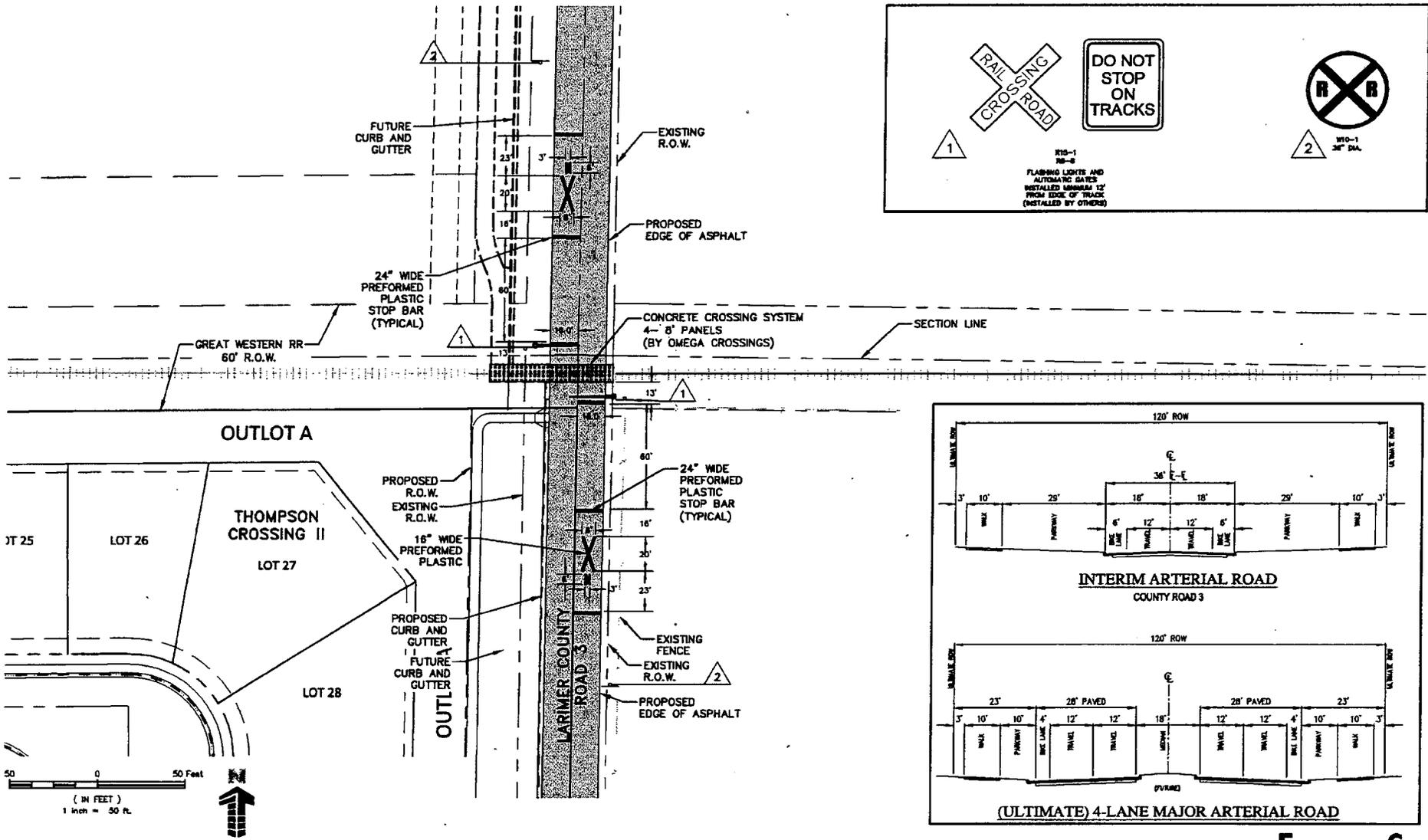
THOMPSON CROSSING II, JOHNSTOWN, CO

Exhibit B

Vicinity Map
 May 29, 2014

Exhibit C

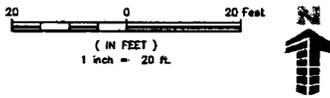
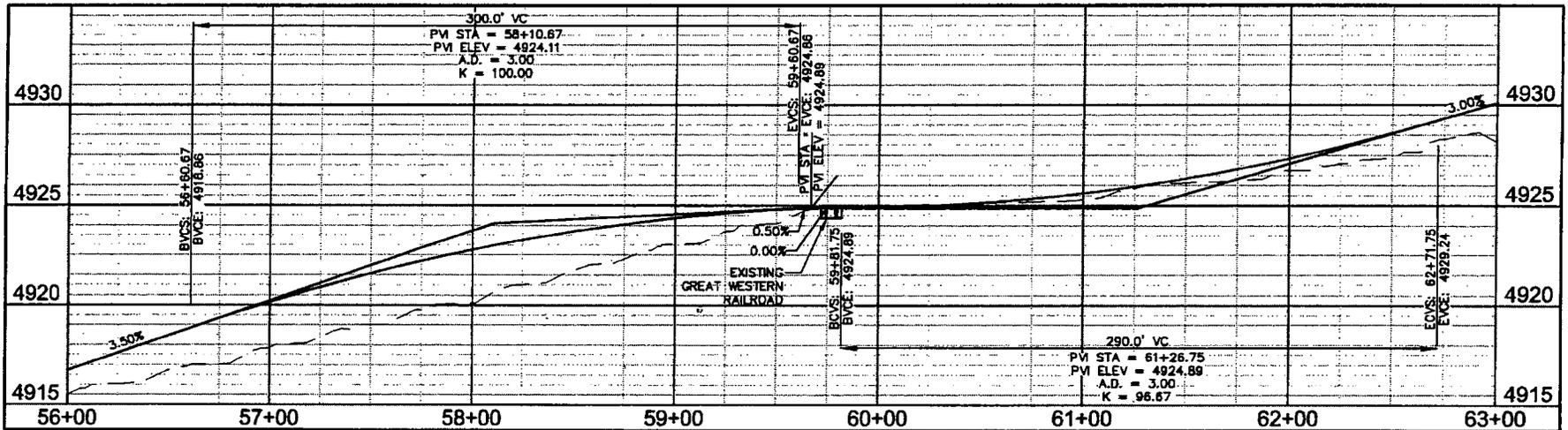
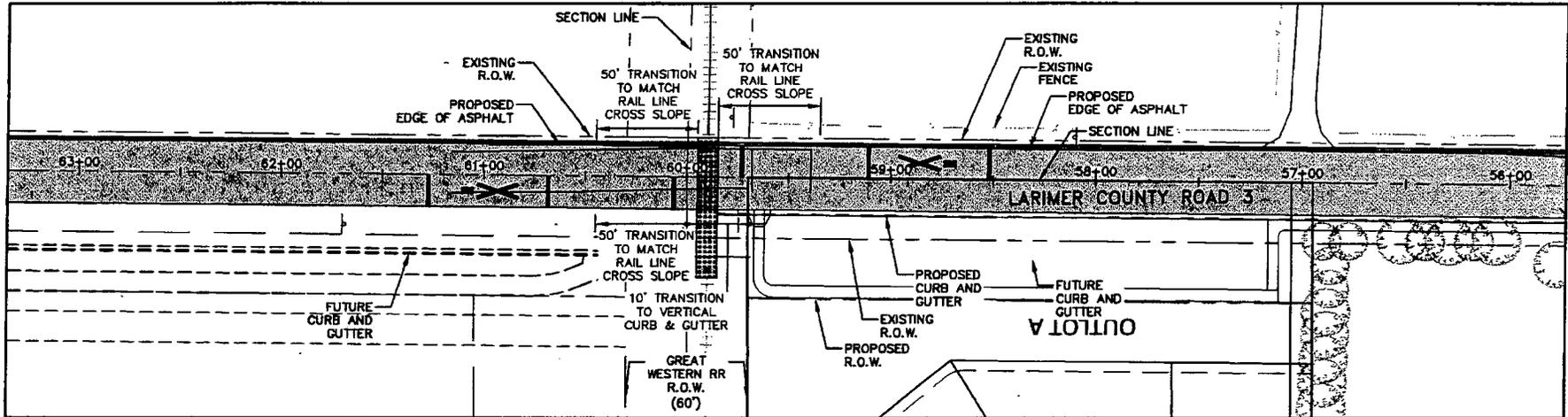
Plans



Galloway
 Planning & Surveying Corporation
 2016 E. 1st Street, Suite 200
 Loveland, CO 80538
 970.778.2800
 970.778.2807

THOMPSON CROSSING II, JOHNSTOWN, CO

EXHIBIT C1
 GREATWESTERN RAILROAD CROSSING
 MAY 29, 2014



Galloway
 PART OF JACOBS AND ASSOCIATES, INC.
 3700 E. 10th Street, Suite 200
 Loveland, CO 80538
 303 770 0800
 303 770 2888

THOMPSON CROSSING II, JOHNSTOWN, CO

Exhibit C2

GREAT WESTERN RAILROAD CROSSING
 MAY 29, 2014

Exhibit D
Cost Estimates

Great Western Railway
Signal engineering administration and support for crossing installation
CR 3 Johnstown MP.80

Detailed Cost Estimates

LABOR (inc. Prac @ 37%)

| Title | Quantity | S/T Rate | O/T Rate | Total Reg | Total O.T | Cost |
|-------------------|----------|----------|----------|-----------|-----------|---------------------|
| VP Signals | 1 | \$ 93.58 | N/A | 68 | 0 | \$ 8,738.26 |
| Signal Supervisor | 1 | \$ 45.67 | N/A | 60 | 0 | \$ 3,754.07 |
| | 0 | \$ - | \$ - | 0 | 0 | \$ - |
| | 0 | \$ - | \$ - | 0 | 0 | \$ - |
| | 0 | \$ - | \$ - | 0 | 0 | \$ - |
| Labor | | | | | | \$ 12,492.33 |

Expenses

| Title | Flight | Meals | Vehicle | Hotel | Total expense | Cost |
|-------------------|-----------|-----------|-----------|-----------|---------------|--------------------|
| VP Signals | \$ 500.00 | \$ 250.00 | \$ 450.00 | \$ 600.00 | \$ 1,800.00 | \$ 1,800.00 |
| Signal Supervisor | \$ 600.00 | \$ 250.00 | \$ 450.00 | \$ 600.00 | \$ 1,900.00 | \$ 1,900.00 |
| | 0 | \$ - | \$ - | 0 | 0 | \$ - |
| | 0 | \$ - | \$ - | 0 | 0 | \$ - |
| | 0 | \$ - | \$ - | 0 | 0 | \$ - |
| Expenses | | | | | | \$ 3,700.00 |

| | | |
|---|--------------|----------------------|
| OmniTRAX Signal engineering administration and support | TOTAL | \$ 16,192.33 |
| Contractor installation and material costs | TOTAL | \$ 236,100.00 |
| PROJECT TOTAL | | \$ 252,292.33 |

Railroad: Great Western Railway of Colorado
 Project: CR 3, DOT # 87211W, Rehabilitation & Upgrade
 Subdivision: Loveland Subdivision
 Start Date: TBD

Detailed Cost Estimates

6/23/15

LABOR

| Employees | Quantity | S/T Rate | O/T Rate | Total Reg | Total O.T | Cost |
|----------------------|----------|-----------|-----------|-----------|-----------|-------------|
| Engineering & Review | 1 | \$ 102.75 | \$ 154.13 | 10 | 0 | \$ 1,027.50 |
| Project Management | 1 | \$ 68.50 | \$ 102.75 | 60 | 0 | \$ 4,110.00 |
| | 0 | \$ - | \$ - | 0 | 0 | \$ - |
| Total Hours | | | | 70.00 | - | |
| Total Labor | | | | | | \$ 5,137.50 |

OTHER COSTS / MATERIAL

| Contract Services | Unit Cost | Quantity | Unit of Measure | Cost |
|--------------------------|--------------|----------|-----------------|--------------|
| Traffic Control & Detour | \$ 10,000.00 | 1 | lump sum | \$ 10,000.00 |
| Crossing Construction | \$ 9,000.00 | 5 | day | \$ 45,000.00 |
| Flagging Services | \$ 850.00 | 5 | day | \$ 4,250.00 |
| | \$ - | 0 | | |
| Total Contract Services | | | | \$ 59,250.00 |

| Materials | Unit Cost | Quantity | Unit of Measure | Cost |
|------------------------------------|-----------|----------|-----------------|--------------|
| Crossties, 7" x 9" x 10' | \$ 95.00 | 46 | each | \$ 4,370.00 |
| Crossties, 7" x 9" x 8' 6" | \$ 70.00 | 150 | each | \$ 10,500.00 |
| Rail, 136#, # 1 Relay | \$ 25.00 | 234 | linear feet | \$ 5,850.00 |
| Rail, 115#, # 1 Relay | \$ 23.00 | 156 | linear feet | \$ 3,588.00 |
| Weld Kits, field, 136# | \$ 250.00 | 4 | each, complete | \$ 1,000.00 |
| Compromise Joint Bars, 136/115 | \$ 550.00 | 4 | pair | \$ 2,200.00 |
| Compromise Joint Bars, 115/85 | \$ 475.00 | 4 | pair | \$ 1,900.00 |
| Tie Plates, 136#, Double Shoulder | \$ 13.00 | 152 | each | \$ 1,976.00 |
| Tie Plates, 115#, Double Shoulder | \$ 12.00 | 94 | each | \$ 1,128.00 |
| Track Spikes, 5/8" x 6" | \$ 75.00 | 10 | keg, 100# | \$ 750.00 |
| Track Bolts, 1" x 6", inc. Washers | \$ 3.50 | 48 | each | \$ 168.00 |
| Sub-Ballast, CA-6 | \$ 18.00 | 40 | ton | \$ 720.00 |
| Track Ballast, CA-5 | \$ 26.00 | 200 | ton | \$ 5,200.00 |
| Concrete Crossing Panels, 136# | \$ 250.00 | 41 | track feet | \$ 10,156.25 |
| Heavy Wall PVC Pipe, 6" Dia. | \$ 12.00 | 60 | linear feet | \$ 720.00 |
| Drainage Pipe, 8" Dia. Corrugated | \$ 35.00 | 60 | linear feet | \$ 2,100.00 |
| Asphalt, Roadway | \$ 80.00 | 30 | ton | \$ 2,400.00 |
| Total Materials | | | | \$ 54,726.25 |

| Equipment Expense | Unit Cost | Quantity | Unit of Measure | Cost |
|----------------------------|-----------|----------|-----------------|-----------|
| Project Manager Vehicle | \$ 90.00 | 5 | day | \$ 450.00 |
| Vehicle Fuel & Maintenance | \$ 45.00 | 5 | day | \$ 225.00 |
| | \$ - | 0 | | \$ - |
| Total Equipment | | | | \$ 675.00 |

| | |
|--------------|----------------------|
| Subtotal | \$ 119,788.75 |
| Contingency | \$ 5,989.44 |
| Sales Tax | \$ 3,831.00 |
| TOTAL | \$ 129,609.19 |

Exhibit E

Contractor's Right of Entry

Exhibit E

Contractor's Right of Entry Agreement

This Agreement ("Agreement") is entered into this _____ day of August, 2016 by and between Lomas-Somerset Meadows, LLC, a California LLC ("Contractor") and **GREAT WESTERN RAILWAY OF COLORADO, LLC** ("Railroad").

RECITALS

Contractor has been hired by the Town of Johnstown (the "TOWN") to perform roadway work relating to crossing improvements at the crossing of LCR 3 and the Railroad tracks in the Town (the "Work"), National Inventory Crossing No. 872118W, Railroad Milepost 0.80, with all or a portion of the Work to be performed on property of Railroad, as detailed on the Plans marked **Exhibit C**, which are part of the Contract dated August _____, 2016, by and between the Town of Johnstown and Great Western Railway of Colorado, LLC..

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this Agreement.

AGREEMENT

Now, therefore, it is mutually agreed by and between Railroad and Contractor, as follows:

Section 1. General Conditions

A. For purposes of this Agreement, all references to Contractor shall include Contractor's contractors, subcontractors, officer, agents and employees, and others acting under its or their authority.

B. Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described in **Exhibit C**, and/or as designated by the Railroad representative named in Section 2. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all of any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages. Upon award Contractor and TOWN shall

inspect the work site in detail for any conflicts in utilities. Notification with pertinent details shall be made by Contractor to Railroad within fifteen (15) days of award. In good faith, Railroad will notify utility owners in the Work area to schedule relocation. Railroad is not responsible for any related cost or schedule delays.

C. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement. All existing signal equipment which is removed by Contractor shall be salvaged and neatly stockpiled by Contractor at a location which is designated by the Railroad. Contractor shall take reasonable care not to damage salvaged equipment when it is being removed or transported. If salvaged equipment is damaged by Contractor, Contractor shall be responsible to Railroad for any loss, damage or destruction to such salvaged equipment.

D. Contractor shall complete the Work in accordance with A.R.E.M.A. recommendations, Federal Railroad Administration ("FRA") requirements and the most thorough workmanlike and substantial manner in every respect, within the terms and time frames specified in this Agreement, according to the plans and specifications contained in **Exhibit C** to this Agreement and to the written satisfaction and acceptance of Railroad and the TOWN.

E. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 herein. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's acceptance of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the work site of a Railroad Representative or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

F. No changes shall be performed by Contractor to the plans and specifications contained in **Exhibit C** to this Agreement unless such changes have been approved in writing by Railroad Representative and the TOWN.

G. In the performance of the Work, Contractor and all of its subcontractors shall comply with all applicable federal, state and local government statutes, ordinances, orders, and regulations, including environmental laws, regulations, and ordinances.

H. Contractor shall not treat, store, or dispose of hazardous waste nor release any hazardous substances as the same are defined in applicable federal, state or local laws and regulations on or adjacent to Railroad's property.

I. No penalties, cost or additional expense resulting from Contractor's failure to comply with any of the requirements in Sections 1G and H above shall be payable by Railroad.

J. Railroad and the TOWN may make periodic inspections of the Work to verify quality of materials, quality of workmanship, adherence to schedules, and to approve the Work. All Work is subject to final inspection and acceptance of the authorized representative of the Railroad and the TOWN.

K. In the event the Railroad Representative detects any defect(s) in the Work during any periodic inspection or final inspection, Railroad Representative shall notify the Town with explanation of the defect. Contractor will be given a maximum of thirty (30) days to correct any such defects from the time it is notified by Railroad Representative of such defects. All defects will be repaired to the Railroad Representative's satisfaction.

L. Contractor represents that it has, or will secure, at its sole cost and expense, all personnel required to perform the Work under this Agreement. Such personnel shall not be employees of Railroad or OmniTRAX, Inc. ("OmniTRAX"). Contractor, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of Railroad or OmniTRAX by reason of this Agreement. Contractor agrees that it is as fully responsible to Railroad and OmniTRAX for the acts and omissions of its employees, subcontractors, and of persons either directly or indirectly employed by a subcontractor, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the Agreement documents shall create any contractual relationship between any subcontractor and Railroad or OmniTRAX.

M. Housekeeping and Site Maintenance

- i. Throughout all phases of operations, including suspension of Work, and until final acceptance of the project, Contractor shall keep the work site clean and free from rubbish and debris.
- ii. Upon completion of the Work and before acceptance of the Work by the Railroad, Contractor shall at once remove all tools, equipment and materials, and shall thoroughly clean the work site and leave it with a neat, clean appearance to the satisfaction of Railroad.
- iii. If Contractor fails to clean up the work site area upon completion of the Crossing Improvements installation, Railroad may do so and the cost thereof shall be billed to the Contractor.
- iv. All lawns, plantings, trees, shrubbery and areas adjacent to the Crossing Improvements shall be protected against Contractor traffic, machinery, spillage and misuse, unless Contractor has an agreement with the owner of this property. If at any time during the progress of the Work any lawns, plantings, etc., are damaged or destroyed or any portion of the ground surfaces are damaged, rutted or destroyed, it shall be the Contractor's responsibility to replace and/or restore the damage at no additional expense to the Railroad or the owner of the property.

- v. Trailers or storage buildings shall be permitted, where space is available, subject to the prior written approval of Railroad. Failure of Contractor to maintain its trailers or storage buildings in good condition will be considered sufficient reason to require their removal. A sign not smaller than 24 inches by 24 inches shall be conspicuously placed on the trailer depicting the company name, business phone number, and an emergency 24-hour phone number.
- vi. Waste produced by Contractor's crews shall be disposed of in a manner that complies with all applicable Federal, State, City, or other regulations and laws. This includes spent motor oil, lubricants, oil filters, shipping containers, and all other waste items.

Section 2. Railroad Representative

A. Contractor shall coordinate all Work with the following Railroad representative or his duly authorized representative (the "Railroad Representative"):

Zachary Vallos
System Engineer
Construction Maintenance
Great Western Railway of Colorado, LLC
252 Clayton Street
Denver, CO 80206
zvallos@omnitrax.com
(303) 398-0310

Section 3. Term

A. The grant of right herein made to Contractor shall commence on the date set forth above (the "Effective Date") and shall remain in effect through and including December 31, 2016, unless sooner terminated as herein provided or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify Railroad's Representative in writing when it has completed its Work on Railroad's property.

Section 4. Termination

This Agreement may be terminated by either party upon giving not less than ten (10) days' written notice to the other party and, in the case of notice issued by the Railroad, simultaneous notice to the TOWN, in the event of a default or breach of any of the terms of this grant and the breaching or defaulting party's failure to cure within thirty (30) days of receipt of written notice of same. In the event of failure to maintain the proper

insurance, Railroad has the right to suspend Contractor's Work pending Contractor's compliance thereof.

Section 5. Rail Operations

Contractor warrants that the Work shall not interfere with nor degrade Railroad's safety or the continuous and uninterrupted use and operation of Railroad. The safe operation of Railroad train movements and other activities by Railroad take precedence over any work to be performed by Contractor. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. If the Contractor shall prosecute the Project Work across or adjacent to the Railroad property contrary to the Plans, or other guidelines or standards furnished to Town, or if the Contractor shall prosecute the installation of Crossing Improvements in a manner deemed hazardous by the Railroad to its personnel, property and facilities, or if the insurance prescribed herein hereof shall be cancelled during progress of said work, the Railroad shall have the right to stop the installation of Crossing Improvements across or adjacent to Railroad property until the acts or omissions of such Contractor have been fully rectified to the satisfaction of the Railroad's System Engineer, or until additional insurance has been delivered to and accepted by the Railroad's Risk Management department. A work stoppage under this Section shall not give rise to or impose upon the Railroad any liability to the TOWN or any Contractor. In the event the Railroad shall stop the installation of Crossing Improvements, the Railroad shall give immediate notice thereof, in writing, to the TOWN as set forth in Section 21 below.

Section 6. Insurance

Contractor shall purchase and maintain insurance as specified below covering the Work to be performed pursuant to this Agreement and all obligations assumed pursuant to it, from effective date of this Agreement until expiration or termination with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X or better by A. M. Best Company or an equivalent rating agency approved by Railroad. Contractor shall require all subcontractors likewise to procure and maintain this same insurance unless they are covered by Contractor's insurance:

A. **Workers' Compensation Insurance** providing Workers' compensation benefits mandated under applicable state law and employer's liability insurance subject to minimum limits of not less than \$1,000,000 Bodily Injury by Accident, Each Accident; \$1,000,000 Bodily Injury by Disease, Policy Limit; \$1,000,000 Bodily Injury by Disease, Each Employee, and includes a waiver of subrogation in favor of Railroad and the other indemnified parties specified in Section 12.A. (collectively "Indemnified Parties").

B. **Commercial General Liability Insurance** subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury and libel and/or slander

with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office ("ISO") policy forms, or equivalent, to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury Liability and Contractual Liability insurance. Any and all General Liability policies procured by Contractor shall be amended to delete any and all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, railroad track, railroad bridge, trestle or tunnel.

C. **Business Automobile Liability Insurance** subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on usual ISO policy forms referred to as Business Automobile Policy ("BAP") to cover motor vehicles owned, leased, rented, hired or used on behalf of Contractor.

D. **Umbrella Liability Insurance** subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury and libel and/or slander. Policy coverage is to be at least as broad as primary coverages and include, but not be limited to, Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury Liability, and Contractual Liability insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the expiration or termination of this Agreement.

E. **Railroad Protective Liability Insurance.** Contractor must maintain Railroad Protective Liability ("RPL") insurance written on ISO occurrence form GC 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "Job Location" and "Work" on the declaration page of the policy shall refer to this Agreement and shall describe all Work or Operations performed under this Agreement. Contractor shall provide this Agreement to Contractor's insurance agent or broker and Contractor shall instruct such agent and/or broker to procure the insurance coverage required by this Agreement. A binder of insurance stating the policy is in place must be submitted to Railroad before work may commence and until the original policy is forwarded to Railroad Representative.

The named insured shall read:

Great Western Railway of Colorado, LLC
252 Clayton Street, 4th Floor
Denver, Colorado 80206
Attn: Risk Management

F. All insurance required of Contractor with the exception of Workers' Compensation and Employers' Liability shall include Railroad, OmniTRAX, and any subsidiary, parent or affiliates of OmniTRAX and their owners, agents, representatives, members, managers, officers, directors, shareholders, and employees as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Railroad, OmniTRAX and its or their affiliates.

G. All insurance shall provide a minimum of thirty (30) days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.

H. All policies shall be written on an occurrence basis. If Contractor cannot obtain an occurrence based policy for any required coverage, policies may be written on a claims made basis. If any policies providing the required coverage(s) are written on a claims-made basis, the following is applicable:

1. The retroactive date shall be prior to the commencement of the Work.
2. Contractor shall maintain such policies on a continuous basis.
3. If there is a change in insurance companies or the policies are canceled or not renewed, Contractor shall purchase an extended reporting period of not less than three (3) years after the Agreement expiration or termination date.

I. Contractor shall file with Railroad and its affiliates on or before the Effective Date of this Agreement a valid Certificate of Insurance for all required insurance policies. Each certificate shall identify the Railroad, OmniTRAX, its (or their) affiliates and other required parties as set forth above as additional insured, and state that Railroad and its affiliates will receive a minimum of thirty (30) days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Prior to expiration of such insurance, Contractor shall supply updated Certificates of Insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage, as was provided by the original Certificates and as required in this Section 6.

J. Contractor hereby waives all rights of subrogation against Railroad, OmniTRAX, its (or their) affiliates, and other required parties as set forth above for damages to the extent covered by insurance. All insurance policies of Contractor shall allow that any release from liability of or waiver of claim for recovery from any other party entered into in writing by Contractor prior to any loss or damage shall not affect the validity of said policy(ies) or the right of the insured or insureds to recover under them.

K. Contractor's or subcontractor's compliance with obtaining the above insurances shall in no way limit the "Liability and Indemnity" afforded to the Indemnified Parties specified in Section 12 below.

Section 7. Safety Program

A. Safety of personnel, property, rail operations, and the public is of paramount importance in the performance of the Work performed by Contractor. Contractor shall be responsible for initiating, maintaining, and supervising all safety operations and programs in connection with the Work. Contractor shall have in place a safety program conforming to the requirements of federal, state and local laws, rules and regulations, including the FRA's Roadway Worker Protection regulations – 49 CFR 214, Subpart C – and Railroad's Roadway Worker and Bridge Worker Protection Program. All employees of Contractor or

any subcontractors utilized by Contractor will be required to attend Railroad's Roadway Worker Safety and Safety Rules Class prior to their performing any duties related to the Work. Railroad will provide the class at no additional cost to Contractor. The cost of Contractor's personnel attending this class will be considered as incidental to the Work and no additional payments will be made to the Contractor.

B. The use of proper safety devices by all employees of Contractor and employees of any subcontractors utilized by Contractor shall be required and Contractor shall take reasonable actions to enforce the use of safety devices, including traffic control devices as may be required by the federal or state agencies. All employees of Contractor and employees of any subcontractors utilized by Contractor shall meet or exceed Railroad's personal protection equipment ("PPE") requirements.

C. Contractor shall develop and administer a drug and alcohol use and testing program that complies with 49 CFR Part 219. Contractor shall submit a copy of its program to Railroad and the TOWN and Contractor shall maintain and administer the program throughout the term of this Agreement.

D. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

Section 8. Subsurface Installations

Notwithstanding anything to the contrary in this Agreement, Railroad may have previously granted permits to others for certain uses of its property and Contractor hereby acknowledges that absence of markers on Railroad property does not constitute a warranty by Railroad of no subsurface installations. Contractor accepts full responsibility for any and all damages, loss, claims, judgments and recoveries due to Contractor's operations on Railroad property involving subsurface installation.

Section 9. Recordkeeping

Contractor and each subcontractor shall maintain, for a period not less than five (5) years following the Work completion date, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all funds received from the TOWN for the Work.

Section 10. Warranty

Contractor warrants all material used and services performed for a period of three (3) year from acceptance. Notwithstanding the foregoing, if it is determined by Railroad Representative, in his sole judgment, that Contractor's Work was deficient or material used is deficient and needs to be replaced, then Contractor will correct the deficiencies

and replace the material without charge to Railroad. Contractor shall warrant any replaced material for a period of one (1) year from the date of replacement.

Section 11. Flagging

A. Contractor agrees to notify Railroad Representative at least fourteen (14) days in advance of Contractor commencing its Work and at least thirty (30) days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as but not limited to a crane boom) will reach to within twenty-five (25) feet of any track. Contractor shall provide a detailed schedule of Work to Railroad upon award and must maintain this schedule for the project duration. If the schedule of Work activities changes, the Contractor shall provide an updated schedule in advance of any change. No Work of any kind shall be performed, and no person, equipment, machinery, tool(s), materials(s), vehicles(s), or things(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) days' notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and TOWN have agreed that Railroad is to bill such expenses to the TOWN. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging or other special protective or safety measures, Contractor agrees that Contractor is not relieved of any of its responsibilities of liabilities set forth in this Agreement.

B. The rate of pay per hour of each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement, and unemployment compensation, supplemental pension, Employee's Liability and Property Damage and Administration will be included, computed on actual payroll. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized government agency.

C. Reimbursement to Railroad will be required covering the full eight hour day during which any flagman is furnished unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required

to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days' written notice prior to the cessation of the need for a flagman. If five days' written notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days' written notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 12. Liability and Indemnity

A. CONTRACTOR ASSUMES ALL RISK OF LOSS AND SHALL DEFEND, INDEMNIFY, AND HOLD RAILROAD, OMNITRAX, THEIR OWNERS, PARENT, MANAGEMENT AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, SHAREHOLDERS AND ASSIGNS ("INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING UNDER THE FEDERAL EMPLOYER'S LIABILITY ACT, LIABILITIES, DAMAGES, LOSSES, COSTS OR EXPENSES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, REASONABLE ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNIFIED PARTIES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED) FOR ALL INJURIES OR DEATH OR DAMAGE TO THIRD PARTIES OR EMPLOYEES OF EITHER PARTY AND DAMAGE TO THE PROPERTY OF ANY PARTY, TO THE EXTENT OCCASIONED BY ANY ACT OR OMISSION OF CONTRACTOR OR OF ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANY SUBCONTRACTOR AND RESULTING FROM OR ARISING OUT OF THE WORK PERFORMED OR TO BE PERFORMED PURSUANT TO THIS AGREEMENT, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR THE SOLE GROSS NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.

B. CONTRACTOR FURTHER AGREES TO ASSUME ALL RISK OF LOSS AND TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING UNDER THE FEDERAL EMPLOYER'S LIABILITY ACT, LIABILITIES, DAMAGES, LOSSES, COSTS OR EXPENSES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, REASONABLE ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNIFIED PARTIES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED) FOR ALL INJURIES OR DEATH OR DAMAGE TO THIRD PARTIES OR EMPLOYEES OF EITHER PARTY AND DAMAGE TO THE PROPERTY OF ANY PARTY, TO THE EXTENT OCCASIONED BY SEEPAGE CAUSED BY CONTRACTOR, OR ANYONE

DIRECTLY OR INDIRECTLY EMPLOYED BY OR FOR CONTRACTOR OR ANY SUBCONTRACTOR WHICH CAUSE OR CREATE POLLUTION, CONTAMINATION OR ADVERSE EFFECTS ON THE ENVIRONMENT, DUE TO, BUT NOT LIMITED TO, THE DISPOSAL OF ANY MATERIAL OR SUBSTANCE, INCLUDING, BUT NOT LIMITED TO, BATTERIES, DISCHARGE, ESCAPE DISPERSAL, RELEASE OR SATURATION OR SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS, GASES, OR HAZARDOUS SUBSTANCES INTO THE ATMOSPHERE OR ON, ONTO OR INTO THE SURFACE OR SUBSURFACE SOIL. CONTRACTOR SHALL NOT BE LIABLE TO THE EXTENT THAT ANY SUCH LIABILITY, LOSS, DAMAGE, COST, OR EXPENSE IS PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR THE SOLE GROSS NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.

C. CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND ASSUME THE COST OF DEFENSE OF THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS, ACTIONS OR LEGAL PROCEEDINGS ARISING FROM THE VIOLATION OR ALLEGED VIOLATION OF ANY LAWS, ORDINANCES, ORDERS OR REGULATIONS BY CONTRACTOR OR ANY OF ITS SUBCONTRACTORS.

Section 13. Contracts and Subcontracts

Contractor shall not be permitted to sublet, assign, sell, transfer or otherwise dispose of this Agreement or any part of it or its right, title or interest in it to any individual, firm or corporation without the prior written consent of Railroad. In the event that Railroad shall grant its written consent to such subletting, assignment, sale or transfer, then the subcontractor, assignee or purchaser shall be bound by, and shall be deemed to have assumed performance of this Agreement and Contractor shall not be released from its obligations.

Section 14. Confidentiality

Neither party shall, during the term of this Agreement, disclose any confidential information, the disclosure of which would be detrimental to the other party. Contractor may not, without written consent of Railroad, advertise in any manner the fact that Contractor is furnishing to Railroad the services conveyed by this Agreement.

Section 15. Liens

A. Contractor agrees that at no time shall it file or permit the filing of a lien or liens upon the Work, equipment or materials provided by Railroad or the property of Railroad. If, at any time, at the time of acceptance of this Agreement, during the progress of the Work, or thereafter, any indebtedness due a subcontractor of Contractor has become or may become a lien or liens upon said Work, equipment or materials or property of Railroad, Contractor shall immediately pay such claim or indebtedness or otherwise cause such lien to be dissolved and discharged by giving a bond or otherwise. In the case of its failure to do so, Railroad may withhold any money due Contractor until such claim

or indebtedness is paid or may apply such money toward the discharge thereof, or assert and enforce a claim against Contractor for such claim or indebtedness or declare this Agreement to be cancelled, take possession and control of the Work and complete the same or cause the same to be completed in accordance with the terms and conditions of this Agreement.

B. From time to time during the performance of this Agreement, Contractor may be paying subcontractors furnishing labor, equipment, and materials in full. Concurrent with such payments, Contractor will obtain a general release of all claims against Railroad from each subcontractor and furnish such releases to Railroad. Contractor shall also give Railroad a general waiver of liens for any claims against Railroad relating to any equipment and materials supplied by a subcontractor.

C. After Railroad gives its final acceptance of all Work as provided in Sections 1J above Contractor shall execute and furnish to Railroad a Full Release and Final Waiver of Lien.

Section 16. Force Majeure

At Railroad's sole discretion, the time allowed for the performance of Work may be extended for delays caused by acts of God, acts of the public enemy, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather or other delays not caused by Contractor's fault or negligence.

Section 17. Right of Inspection

Railroad shall have the unlimited right to make any and all inspections and tests that Railroad, in its sole discretion, deems necessary to ascertain whether Contractor has fully and faithfully performed in accordance with this Agreement. Contractor will provide all support requested by Railroad to perform these inspections and tests.

Section 18. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to any conflicts of law provisions of any jurisdiction.

Section 19. Use of Documents

All documents generated by Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by Railroad or others for any other project or purposes than that for which the same were created.

Section 20. Miscellaneous

A. This Agreement constitutes the entire agreement between the parties respecting the subject matter of it and merges and replaces all prior negotiations, discussions,

representations, warranties, offers, promises, and agreements respecting such subject matter.

B. This Agreement may be amended only by a written instrument signed by both parties.

C. No waiver by either party or failure of either party to insist upon full and complete performance by the other party of any of its obligations under this Agreement shall constitute or effect a waiver or release of such party's right to insist on full and complete performance of such obligation in the future.

D. Any legal action against Railroad must begin within thirty (30) days after the cause of action arises.

E. If any party to this Agreement shall institute a legal action or proceeding to interpret or enforce this Agreement, or to obtain damages for breach of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, including such fees and costs for enforcement of any judgment.

Section 21. Notices

Any notice or other communication required or permitted by this Agreement shall be in writing and delivered by first class mail, postage prepaid, or sent by facsimile as follows:

If to Contractor:
Attn: Todd Kurtin
Lomas-Somerset Meadows, LLC
13848 Weddington Street
Sherman Oaks, CA 91401
Phone: (310) 230-9278
Mobile: (310) 866-6044
Email: toddkurtin@yahoo.com

If to Railroad:
Attn: General Counsel
Great Western Railway of Colorado, LLC
252 Clayton Street, 4th Floor
Denver, Colorado 80206
Phone: (303) 398-4500
Fax: (303) 398-4540

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the date shown above.

LOMAS-SOMERSET MEADOWS, LLC

GREAT WESTERN RAILWAY OF COLORADO, LLC

By: _____

By: _____

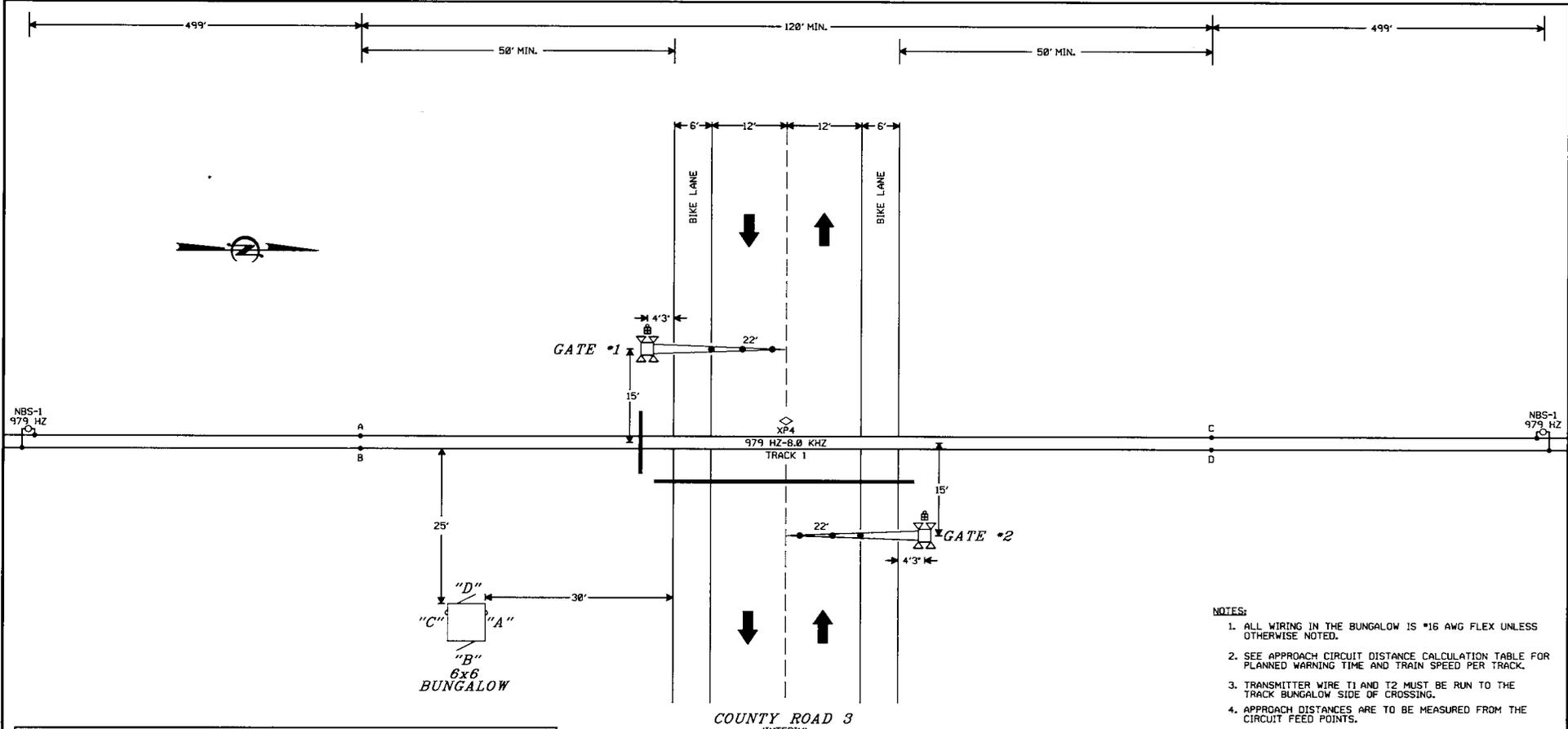
Name: Todd Kurtin

Name: _____

Title: Manager

Title: _____

Exhibit F
Railroad Front Sheet



- NOTES:**
1. ALL WIRING IN THE BUNGALOW IS #16 AWG FLEX UNLESS OTHERWISE NOTED.
 2. SEE APPROACH CIRCUIT DISTANCE CALCULATION TABLE FOR PLANNED WARNING TIME AND TRAIN SPEED PER TRACK.
 3. TRANSMITTER WIRE T1 AND T2 MUST BE RUN TO THE TRACK BUNGALOW SIDE OF CROSSING.
 4. APPROACH DISTANCES ARE TO BE MEASURED FROM THE CIRCUIT FEED POINTS.

- LEGEND:**
- -TEST TERMINAL
 - △ -EQUALIZER
 - ▲ -HEAVY DUTY EQUALIZER
 - ∠ -ARRESTER TO GROUND
 - ⊗ -TWISTED WIRE
2 TURNS PER FOOT
 - -INSULATED NUT
 - -RIGID CONDUIT

ALL DIMENSIONS SHOWN AS TYPICAL.
FIELD TO VERIFY ALL FOUNDATION PLACEMENTS.

| APPROACH CIRCUIT DISTANCE CALCULATION | |
|---|---------|
| | TRACK 1 |
| BASE WARNING TIME | 30 SEC |
| PLUS TIME FOR CLEARANCE DISTANCE > 35' | 0 SEC |
| EQUALS PLANNED WARNING TIME | 30 SEC |
| PLUS TIME FOR EQUIPMENT RESPONSE | 4 SEC |
| PLUS TIME FOR TRAFFIC PRE-EMPTION | 0 SEC |
| EQUALS CIRCUIT APPROACH TIME | 34 SEC |
| TIMES MAXIMUM PLANNED TRAIN SPEED | 10 MPH |
| TIMES RATIO OF FEET PER SECOND TO MILE PER HOUR | 22/15 |
| EQUALS APPROACH CIRCUIT DISTANCE WITH ANY FRACTIONAL VALUE INCREASED TO FULL UNIT | 499 FT |

CABLE TABULATION

| | |
|---------------------------------|-------------|
| HOUSE TO GATE #1 | 5C*6, 7C*14 |
| HOUSE TO GATE #2 | 5C*6, 7C*14 |
| HOUSE TO SIG. AC POWER SERVICE | 3C*4 |
| HOUSE TO A & B RAIL CONNECTIONS | 2C*6 TW |
| HOUSE TO C & D RAIL CONNECTIONS | 2C*6 TW |

NOT TO SCALE

| REVISIONS | | | | | |
|-----------|--|--|--|--|--|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREIN CANNOT BE FULLY CHECKED UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM, OR AN EFFECTIVE SUBSYSTEM. SUCH SYSTEM OR SUBSYSTEM MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TESTS BEFORE BEING PLACED IN REGULAR OPERATION.

MIDSOUTH
RAILROAD SERVICE
P.O. Box 358
Fairbanks, Louisiana 71240
318-665-9344

OmniTRAX
DRAWN: A.P.D.
DESIGNED: A.P.D.
CHECKED: PRELIM
DATE: 07-28-16

COLORADO
CROSSING TRACK PLAN
COUNTY ROAD 3
LOVELAND, COLORADO
MILEPOST* .8

DRAWING NO.
COUNTY 3
SHEET 1 OF 1

AGENDA ITEM 9C

FIRST AMENDMENT

**(Subdivision Development and
Improvement Agreement)**

(Lomas-Somerset Meadows, LLC)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: August 15, 2016

ITEM NUMBER: 9C

SUBJECT: Consider First Amendment to Subdivision Development and Improvement Agreement between the Town of Johnstown and Lomas-Somerset Meadows, LLC

ACTION PROPOSED: Approve First Amendment to Subdivision Development and Improvement Agreement between the Town of Johnstown and Lomas-Somerset Meadows, LLC

PRESENTED BY: Town Attorney

AGENDA ITEM DESCRIPTION: On July 6, 2015, the Town and Lomas-Somerset Meadows, LLC (“Developer”) entered into a Subdivision Development and Improvement Agreement for the development known as Thompson Crossing II, Filing No. 1 (“Development Agreement”). The Development Agreement requires the Developer to construct certain public improvements, including, but not limited to, improvements to Larimer County Road 3 and “a Railroad Crossing per PUD and GWRR approvals” as provided on Exhibit B-3, Paragraphs 1 and 2, of the Development Agreement (“Roadway Improvements”).

To complete the Roadway Improvements within the railroad’s right of way, Great Western Railway of Colorado (“Great Western”) is requiring that the Town execute the Contract between the Town of Johnstown and Great Western Railway of Colorado, L.L.C. for Relocation and Upgrading Highway/Railroad Grade Crossing Surface, Track and Warning Devices on Larimer County Road 3 (“Railroad Contract”). The Railroad Contract requires the Town to undertake certain obligations, make certain payments and designate a “Contractor” who shall perform the roadway improvements referenced therein and who is also required to execute a Contractor’s Right of Entry Agreement, attached as Exhibit E to the Railroad Agreement. Because the Developer agreed to perform the work contemplated by the Railroad Agreement in the Development Agreement, the Developer has agreed to assume the Town’s obligations under the Railroad Agreement, to make the requisite payments referenced in the Railroad Agreement and to be the Town’s designated “Contractor” under the Railroad Agreement.

LEGAL ADVICE: The First Amendment to Subdivision Development and Improvement Agreement between the Town of Johnstown and Lomas-Somerset Meadows, LLC was drafted by the Town Attorney.

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve First Amendment to Subdivision Development and Improvement Agreement between the Town of Johnstown and Lomas-Somerset Meadows, LLC.

SUGGESTED MOTION:

For Approval: I move to approve the First Amendment to Subdivision Development and Improvement Agreement between the Town of Johnstown and Lomas-Somerset Meadows, LLC and authorize the Mayor to sign it.

For Denial: I move to deny approval of the First Amendment to Subdivision Development and Improvement Agreement between the Town of Johnstown and Lomas-Somerset Meadows, LLC.

Reviewed:


Town Manager

AGREEMENT

**FIRST AMENDMENT TO
SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
BETWEEN THE TOWN OF JOHNSTOWN AND
LOMAS-SOMERSET MEADOWS, LLC**

THIS FIRST AMENDMENT TO SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT is entered into this ___ day of August, 2016, by and between the **Town of Johnstown**, a municipal corporation (the “Town”) and **Lomas-Somerset Meadows, LLC**, a California limited liability company (“Developer”).

WHEREAS, on July 6, 2015, the Town and the Developer entered into a Subdivision Development and Improvement Agreement for the development known as Thompson Crossing II, Filing No. 1 (“Development Agreement”); and

WHEREAS, the Development Agreement requires the Developer to construct certain public improvements, including, but not limited to, improvements to Larimer County Road 3 and “a Railroad Crossing per PUD and GWRR approvals” as provided on Exhibit B-3, Paragraphs 1 and 2, of the Development Agreement (“Roadway Improvements”); and

WHEREAS, to complete the Roadway Improvements within the railroad’s right of way, Great Western Railway required the Town to execute the Contract between the Town of Johnstown and Great Western Railway of Colorado, LLC dated August __, 2016 (“Railroad Agreement”), a copy of which is attached as Exhibit A; and

WHEREAS, the Railroad Agreement requires the Town to undertake certain obligations and also references a “Contractor” who shall perform the roadway work referenced therein and who is also required to execute a Contractor’s Right of Entry Agreement, attached as Exhibit E to the Railroad Agreement; and

WHEREAS, because the Developer agreed to perform the work contemplated by the Railroad Agreement in the Development Agreement, the Developer desires to assume the Town’s obligations under the Railroad Agreement, to make the requisite payments referenced in the Railroad Agreement and to be the Town’s designated “Contractor” under the Railroad Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, and in consideration of the Town agreement to execute the Railroad Agreement, the Town and the Developer agree as follows:

1. **Assumption of Obligations**. The Developer agrees to assume the Town’s obligations under the Railroad Agreement, to make the requisite payments referenced in the Railroad Agreement and to be the Town’s designated “Contractor” under the Railroad Agreement. The Developer further agrees to comply with the Railroad Agreement and to perform the obligations required thereunder.

2. **Right of Entry Agreement.** The Developer agrees to execute the Contractor's Right of Entry Agreement, attached as Exhibit E to the Railroad Agreement, and to comply with the terms thereof. The Developer further agrees to purchase and maintain the insurance required by the Railroad Agreement and the Contractor's Right of Entry Agreement.

3. **Acknowledgement of Assignment Limitation.** Section H of the Railroad Agreement provides that the Town's obligations under the Railroad Agreement may not be assigned without the consent of Great Western Railway of Colorado, LLC. The Developer agrees to assume the obligations under the Railroad Agreement despite the assignment limitation contained in Section H and agrees that it shall not have any rights to enforce, and is not a beneficiary of, such provision.

4. **Validity of Agreement.** Except as expressly modified herein, the Development Agreement shall remain in full force and effect.

DONE AND DATED this ___ day of August, 2016.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Scott James, Mayor

LOMAS-SOMERSET MEADOWS, LLC

By: _____
Todd Kurtin, Managing Member

STATE OF COLORADO)
)ss

COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this ___ day of _____, 2016, by Todd Kurtin as the Managing Member of Lomas-Somerset Meadows, LLC.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

