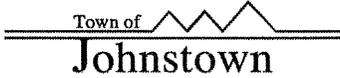


TOWN COUNCIL
MEETING
PACKET

January 18, 2017



Town Council

Agenda
Wednesday, January 18, 2017
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 Minutes –December 19, 2016
 - B) Payment of Bills
 - C) December Financial Statements
 - D) *2nd Reading – Ordinance No. 2016-145, An Ordinance Repealing and Replacing Sections 13-11 through 13-20 and Repealing Section 13-28 of Article II of Chapter 13 of the Johnstown Municipal Code Concerning Sewers
 - 7) **STAFF REPORTS**
 - 8) **OLD BUSINESS**
 - 9) **NEW BUSINESS**
 - A) Consider Designation of Public Posting Areas
 - B) Consider 3.2% Beer Retail License (Off Premises) for Loaf N' Jug #12
 - C) Consider Tavern Liquor License Renewal for Cassidy's Sports Grill
 - D) Consider Request for Extension of Reimbursement Agreement for Thompson Crossing District No. 1
 - E) Consider Oil and Gas Lease with Cub Creek Energy, LLC
 - F) Discussion of Improvements to the Interstate 25 (I-25) and Highway 402 Interchange – Mr. Johnny Olson, CDOT Region 4 Transportation Director
 - 10) **EXECUTIVE SESSION**-Developing Strategy for Negotiations and Instructing Negotiators Related to Improvements to the Interstate 25 (I-25)- Highway 402 Interchange Pursuant to C.R.S. Section 24-6-402(4)(e) and Protecting the Confidentiality of the Procurement Process for the Improvements under C.R.S. Section 204-103-203 Pursuant to C.R.S. Section 24-6-402(4)(c)
 - 11) **COUNCIL REPORTS AND COMMENTS**
 - 12) **MAYOR'S COMMENTS**
 - 13) **ADJOURN**
-



NOTICE OF ACCOMODATION

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

AGENDA ITEMS 6A-D

CONSENT

AGENDA

- **Council Minutes – December 19, 2016**
 - **Payment of Bills**
 - **December Financial Statements**
 - **Repealing/Replacing Sections of
Chapter 13
(Johnstown Municipal Code –Sewers)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 18, 2017

ITEM NUMBER: 6A-B

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

- A) Council Meeting Minutes – December 19, 2016
- B) Payment of Bills
- C) December Financial Statements
- D) *2nd Reading – Ordinance No. 2016-145, An Ordinance Repealing and Replacing Sections 13-11 through 13-20 and Repealing Section 13-28 of Article II of Chapter 13 of the Johnstown Municipal Code Concerning Sewers

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, December 19, 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: Councilmembers Davis, Lebsack, Mellon, Mitchell and Young

Those absent: Councilmember Molinar Jr.

Also present: Avi Rocklin, Town Attorney, Roy Lauricello, Town Manager John Franklin, Town Planner, Aaron Sanchez, Police Commander and Diana Seele, Town Clerk/Treasurer

Agenda Approval

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

Recognitions and Proclamations

Mayor James recognized Mrs. Howell's third grade class at Pioneer Ridge Elementary for Outstanding Academic Endeavor.

Consent Agenda

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

- December 5, 2016 - Town Council Meeting Minutes
- Payment of Bills
- November Financial Statements
- Agreement for the Sampling and Analysis of Water-Weld County Commissioners on behalf of the Weld County Department of Health and Environment
- Agreement with Larimer Humane Society
- Resolution No. 2016-15, Approving Amendment to 2534 Design Guidelines Proposed Land and Use Plan (Multi-Family Use) for Gerrard Family Partnership on behalf of Continental Properties
- Orders Approving Change of Ownership and Location of Johnstown Liquor Inc.

Motion carried with a unanimous vote.

New Business

A. Consider 3.2% Beer Retail License (Off Premises) Renewal for Hays Market Inc. – Councilmember Lebsack made a motion seconded by Councilmember Young to approve the 3.2% beer retail license (off premises) renewal for Hays Market Inc. Motion carried with a unanimous vote.

B. Consider 3.2% Beer Retail License (Off premises) Renewal for 7-Eleven Store 34238A – Councilmember Mellon made a motion seconded by Councilmember Davis to approve the 3.2% beer retail license (Off Premises) renewal for 7-Eleven Store 34238A. Motion carried with a unanimous vote.

C. Consider Beer and Wine Liquor License Renewal for Starbucks 11169 – Councilmember Lebsack made a motion seconded by Councilmember Young to approve the beer and wine license renewal license for Starbucks 11169. Motion carried with a unanimous vote.

D. Public Hearing (First Reading) – Ordinance No. 2016-145, An Ordinance Repealing and Replacing Sections 13-11 through 13-20 and Repealing Section 13-28 of Article II of Chapter 13 of the Johnstown Municipal Code Concerning Sewers –

Mayor James opened the Public Hearing at 7:25 and having no public comments closed the hearing at 7:28 p.m.

Councilmember Mellon made a motion seconded by Councilmember Lebsack to approve Ordinance No. 2016-145, an Ordinance Repealing and Replacing Sections 13-11 through 13-20 and Repealing Section 13-28 of Article II of Chapter 13 of the Johnstown Municipal Code. Motion carried with a unanimous vote.

E. Consider Office Lease between the Town of Johnstown and Liberty Firearms Institute, LLC regarding Police Substation – The Johnstown Police Department desires to operate a police substation in the 2534 Development. Liberty Firearms, located at 4990 Ronald Reagan Boulevard has vacant space available and has offered to lease 1,405 square feet to the Johnstown Police Department for the operation of a police substation. To allow for the Johnstown Police Department’s occupancy of the substation, Liberty Firearms and the Town may execute the Office Lease. The Office Lease provides that the Town will pay \$12.98 per square foot for the rental of the property, which includes the rental payment and the Town’s pro rata share of the maintenance, tax and insurance costs. According to the lease, the Town agrees to pay \$1,519.75 per month. The lease term commences on January 1, 2017 and ends on December 31, 2021. At the end of the initial term, the Town has the option to renew the Office Lease for an additional five year term upon the same terms. Councilmember Davis made a motion seconded by Councilmember Mitchell to approve the Office Lease between the Town of Johnstown and Liberty Firearms Institute, LLC regarding Police Substation and authorize the Mayor to sign it. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 7:54 p.m.

Mayor

Town Clerk/Treasurer

**PAYMENT
OF
BILLS**

BILLS SUBMITTED FOR PAYMENT- DECEMBER 2016		
ACE HARDWARE	\$	924.52
ADVANCED MECHANICAL	\$	4,000.00
APPLIED INDUSTRIAL TECHNOLOGIES	\$	2,280.52
BATTERIES PLUS	\$	135.85
BIG BOY MANUFACTURING	\$	200.00
BRANDON COPELAND	\$	244.16
CDR PROPANE	\$	1,280.00
CENTURY LINK	\$	327.87
CINTAS	\$	394.60
COLORADO INSPECTION CONNECTION	\$	8,600.00
COREN PRINTING	\$	235.00
DALE'S ENVIRONMENTAL SERVICES, LLC	\$	29,831.25
DANA KEPNER CO.	\$	624.40
DPC INDUSTRIES (CHEMICALS)	\$	16,077.98
D.T. ASSOCIATES LLC	\$	6,539.00
FACILITY MAINTENANCE BY DESIGN	\$	383.49
FERGUSON ENTERPRISES INC.	\$	252.11
FIRST NATIONAL BANK	\$	976.41
FRONTIER FERTILIZER	\$	59.98
G&K SERVICES	\$	216.27
GALLS/QUARTERMASTER	\$	1,344.22
GRAINGER, INC.	\$	854.27
GREELEY LOCK & KEY	\$	1,276.18
H&R REPAIR & TOWING INC.	\$	15.00
HACH COMPANY	\$	344.03
HAYS MARKET	\$	382.52
HELTON & WILLIAMSEN, P.C.	\$	2,257.00
HILL & ROBBINS PC	\$	299.00
HORIZON LABORATORY	\$	58.80
J&S CONTRACTORS SUPPLY	\$	861.66
JENSEN ARMS	\$	1,166.77
JOHNSTOWN BREEZE	\$	29.16
JOHNSTOWN CLOTHING	\$	120.56
JONES EXCAVATING & PLUMBING	\$	7,000.00
JTOWN GRAPHIX	\$	56.75
LAW ENFORCEMENT SYSTEMS INC.	\$	117.00
LAW OFFICE OF AVI ROCKLIN	\$	3,147.50
LAZAR, MICHAEL A.	\$	1,012.50
LEGACY MECHANICAL, INC.	\$	1,120.00
L. G. EVERIST, INC.	\$	10,354.63
LOVELAND READY MIX CONCRETE	\$	760.00
LOWE'S	\$	41.58
MANENTI LAWN & SPRINKLER INC.	\$	3,715.00
MARES AUTO	\$	60.00
MARIPOSA PLANTS	\$	112.00
MCDONALD FARMS ENTERPRISES INC.	\$	5,400.00
MILLIKEN JOHNSTOWN ELECTRIC	\$	960.40
MIRACLE RECREATION EQUIPMENT CO	\$	355.00
MOUNTAIN STATES PIPE & SUPPLY CO.	\$	7,400.00
NAPA AUTO PARTS	\$	154.70
NEVE'S UNIFORMS & EQUIPMENT	\$	735.95
NOCO ENGINEERING COMPANY	\$	2,324.80
NORTHERN COLORADO CONSTRUCTORS, INC.	\$	3,187.25
OFFICE DEPOT	\$	107.67
PAETEC	\$	1,730.68
POUDRE VALLEY REA	\$	11,585.82
PURCHASE POWER	\$	150.00
QUILL	\$	304.80
REX OIL	\$	5,573.69
RG AND ASSOCIATES, LLC	\$	95.00
ROYAL-T ROOTER SERVICE	\$	100.00
SECURITY CENTRAL	\$	201.00

EST

SMITH & LOVELESS, INC.	\$	249.57
SOUTHWEST DIRECT, INC.	\$	3,683.91
SPRADLEY BARR	\$	44.99
SUPPLY WORKS	\$	71.93
UE COMPRESSION	\$	1,532.25
UNITED POWER	\$	749.10
UNIVERSITY OF COLORADO MEDICAL CENTER OF THE ROCKIES	\$	3,937.60
USA BLUEBOOK	\$	120.67
UTILITY NOTIFICATION CENTER	\$	453.31
VERIZON WIRELESS	\$	1,474.62
WASTE MANAGEMENT	\$	49,877.88
WELD COUNTY DEPT OF PUBLIC HEALTH	\$	6,661.50
WELD COUNTY DETENTION CENTER	\$	53.64
WINTERS, HELLERICH & HUGHES	\$	2,350.00
XCEL ENERGY	\$	42,576.26
	\$	264,293.53

BILLS SUBMITTED FOR PAYMENT- JANUARY 2017		
CASELLE	\$	686.00
CDR PROPANE SERVICES, LLC	\$	1,048.80
COLORADO MUNICIPAL LEAGUE	\$	2,213.00
CIRSA	\$	43,649.75
FIRST CLASS SECURITY SYSTEMS	\$	78.90
GREYSTONE TECHNOLOGY	\$	1,075.00
MARIPOSA PLANTS	\$	85.00
PITNEY BOWES	\$	98.55
SUPPLY WORKS	\$	367.15
TDS	\$	399.35
YOST CLEANING	\$	1,972.00
	\$	51,673.50

**DECEMBER
FINANCIAL
STATEMENTS**

EXECUTIVE SUMMARY DECEMBER 2016

100.00%

	Actual	Budget	Variance	%
GENERAL				
<u>Revenues</u>	11,324,293.00	7,417,300.00	(3,906,993.00)	153%
<u>Expenditures</u>				
Legislative	29,040.00	34,600.00	5,560.00	84%
Judicial	36,795.00	41,500.00	4,705.00	89%
Elections	14,887.00	22,500.00	7,613.00	66%
Administration	342,791.00	380,300.00	37,509.00	90%
Planning & Zoning	161,760.00	174,900.00	13,140.00	92%
Police	1,637,800.00	1,938,200.00	300,400.00	85%
Protective Inspections	142,996.00	183,700.00	40,704.00	78%
Streets	1,124,936.00	1,280,700.00	155,764.00	88%
Cemetery	30,222.00	38,100.00	7,878.00	79%
Animal Control	84,247.00	92,000.00	7,753.00	92%
Senior Coordinator	60,940.00	68,000.00	7,060.00	90%
Parks	45,008.00	62,200.00	17,192.00	72%
Community	218,713.00	379,900.00	161,187.00	58%
Transfers	1,873,035.00	1,963,900.00	90,865.00	95%
<u>Total Expenditures</u>	5,803,170.00	6,660,500.00	857,330.00	87%
 Excess Revenues over Expenditures	 5,521,123.00			

EXECUTIVE SUMMARY DECEMBER 2016

100%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WATER				
<u>Revenues</u>	4,877,274.00	2,237,200.00	(2,640,074.00)	218%
<u>Expenditures</u>				
Administration	153,386.00	225,400.00	72,014.00	68%
Operations	1,245,784.00	1,517,800.00	272,016.00	82%
Transfer	86,214.00	90,000.00	3,786.00	96%
	1,485,384.00	1,833,200.00	347,816.00	81%
Excess Revenues over Expenditures	3,391,890.00			

EXECUTIVE SUMMARY DECEMBER 2016

100.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WASTEWATER				
<u>Revenues</u>	2,078,356.00	1,655,000.00	(423,356.00)	126%
<u>Expenditures</u>				
Administration	166,139.00	270,100.00	103,961.00	62%
Operation	799,574.00	1,193,000.00	393,426.00	67%
	965,713.00	1,463,100.00	497,387.00	66%
Excess Revenues over Expenditures	1,112,643.00			

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	(42,095.20)	4,467,350.93	3,367,000.00	(1,100,350.93)	132.7
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	38,046.12	301,237.57	200,000.00	(101,237.57)	150.6
01-01-4030-00 FRANCHISE TAXES	26,187.65	400,148.57	350,000.00	(50,148.57)	114.3
01-01-4040-00 PENALTIES & INTEREST	.00	2,475.86	4,000.00	1,524.14	61.9
01-01-4070-00 SALES TAX	241,104.72	3,089,998.16	1,950,000.00	(1,139,998.16)	158.5
01-01-4075-00 LODGING TAX	1,470.66	16,710.63	17,000.00	289.37	98.3
01-01-4080-00 SEVERANCE TAX	.00	275,331.54	60,000.00	(215,331.54)	458.9
TOTAL TAXES	264,713.95	8,553,253.26	5,948,000.00	(2,605,253.26)	143.8
<u>LICENSES & PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	.00	3,045.21	700.00	(2,345.21)	435.0
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	.00	14,940.00	11,000.00	(3,940.00)	135.8
01-02-4130-00 BUILDING PERMITS	40,089.68	1,016,272.34	280,000.00	(736,272.34)	363.0
01-02-4140-00 DOG LICENSE & PERMITS OTHE	48.00	2,630.00	2,300.00	(330.00)	114.4
01-02-4150-00 FINGERPRINTING	10.00	269.00	200.00	(69.00)	134.5
TOTAL LICENSES & PERMITS	40,147.68	1,037,156.55	294,200.00	(742,956.55)	352.5
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	1,338.70	17,102.30	14,000.00	(3,102.30)	122.2
01-03-4220-00 HIGHWAY USERS TAX	34,738.08	415,896.09	340,000.00	(75,896.09)	122.3
01-03-4230-00 ADD. VEH. REG. FEE	7,786.50	55,564.50	42,000.00	(13,564.50)	132.3
01-03-4240-00 COUNTY ROAD & BRIDGE	.00	128,416.99	70,000.00	(58,416.99)	183.5
TOTAL INTERGOVERNMENTAL	43,863.28	616,979.88	466,000.00	(150,979.88)	132.4
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOTS AND CARE	1,550.00	42,095.65	22,000.00	(20,095.65)	191.3
01-04-4320-00 TRASH CHARGES	49,909.38	522,936.29	460,000.00	(62,936.29)	113.7
01-04-4330-00 OTHER SERVICES	61.73	55,821.86	1,500.00	(54,321.86)	3721.5
01-04-4340-00 FISHING PERMITS	.00	765.00	600.00	(165.00)	127.5
TOTAL CHARGES FOR SERVICES	51,521.11	621,618.80	484,100.00	(137,518.80)	128.4
<u>FINES</u>					
01-05-4410-00 MUNICIPAL COURT FINES & FE	17,792.83	145,797.38	75,000.00	(70,797.38)	194.4
01-05-4420-00 SURCHARGE	3,320.87	26,769.22	7,500.00	(19,269.22)	356.9
TOTAL FINES	21,113.70	172,566.60	82,500.00	(90,066.60)	209.2

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-06-4510-00 COMM. CENTER RENTAL FEES	670.00	16,249.50	10,000.00	(6,249.50)	162.5
01-06-4530-00 REFUND OF EXPENDITURES	4,610.00	22,200.90	5,000.00	(17,200.90)	444.0
01-06-4570-00 SCHOOL DISTRICT	.00	27,207.18	27,500.00	292.82	98.9
TOTAL MISCELLANEOUS	5,280.00	65,657.58	42,500.00	(23,157.58)	154.5
<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00 EARNINGS ON INVESTMENTS	40,351.57	157,676.48	50,000.00	(107,676.48)	315.4
TOTAL EARNINGS ON INVESTMENTS	40,351.57	157,676.48	50,000.00	(107,676.48)	315.4
<u>SOURCE 08</u>					
01-08-4520-00 TRANSFER FROM WATER FUND	43,350.00	43,350.00	45,000.00	1,650.00	96.3
01-08-4530-00 DEVELOPERS COST PAYMENT	37,877.76	56,033.71	5,000.00	(51,033.71)	1120.7
TOTAL SOURCE 08	81,227.76	99,383.71	50,000.00	(49,383.71)	198.8
TOTAL FUND REVENUE	548,219.05	11,324,292.86	7,417,300.00	(3,906,992.86)	152.7

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00 BOARD MEMBERS COMPENSATION	1,775.00	20,675.00	22,800.00	2,125.00	90.7
01-10-5050-00 PAYROLL TAXES	135.81	1,581.88	1,800.00	218.12	87.9
01-10-5070-00 WORKMEN'S COMPENSATION	.00	741.65	1,100.00	358.35	67.4
01-10-6522-00 INSURANCE	.00	900.00	900.00	.00	100.0
01-10-6544-03 EQUIPMENT/SOFTWARE - IPADS	59.73	868.19	3,000.00	2,131.81	28.9
01-10-8016-00 PROFESSIONAL SERVICES	.00	4,273.77	5,000.00	726.23	85.5
TOTAL LEGISLATIVE	1,970.54	29,040.49	34,600.00	5,559.51	83.9
<u>JUDICIAL</u>					
01-15-5011-00 SAL-JUDGE	1,237.50	12,239.99	12,500.00	260.01	97.9
01-15-5012-00 SAL-PROS. ATT.	3,260.00	23,690.00	28,000.00	4,310.00	84.6
01-15-6505-00 OFFICE EXPENSES	.00	779.83	900.00	120.17	86.7
01-15-8016-00 PROFESSIONAL SERVICES	.00	85.00	100.00	15.00	85.0
TOTAL JUDICIAL	4,497.50	36,794.82	41,500.00	4,705.18	88.7
<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 12 MONTHS ENDING DECEMBER 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	5,546.14	66,812.38	74,000.00	7,187.62	90.3
01-25-5010-03 OVERTIME	.00	167.34	600.00	432.66	27.9
01-25-5011-00 PART TIME OFFICE	475.83	6,104.15	7,200.00	1,095.85	84.8
01-25-5012-00 HOURLY COMMUNICATIONS STAFF	900.38	12,898.19	16,000.00	3,101.81	80.6
01-25-5015-00 CLEANING SALARIES	216.66	2,583.35	3,500.00	916.65	73.8
01-25-5025-00 MANAGER	4,212.78	52,271.53	52,300.00	28.47	100.0
01-25-5050-00 PAYROLL TAXES	563.87	9,984.23	11,500.00	1,515.77	86.8
01-25-5060-00 RETIREMENT FUND	355.72	7,807.09	9,600.00	1,792.91	81.3
01-25-5065-00 HEALTH INSURANCE	1,471.20	18,694.03	26,000.00	7,305.97	71.9
01-25-5070-00 WORKMAN'S COMPENSATION	.00	800.00	800.00	.00	100.0
01-25-6010-00 UTILITIES	402.45	4,666.35	6,000.00	1,333.65	77.8
01-25-6505-00 OFFICE EXPENSE	455.61	5,256.59	7,000.00	1,743.41	75.1
01-25-6506-00 UTILITY BILL MAILING	670.95	7,171.23	7,100.00	(71.23)	101.0
01-25-6510-00 TELEPHONE	150.13	1,542.05	2,200.00	657.95	70.1
01-25-6511-00 TRAINING	.00	246.48	1,100.00	853.52	22.4
01-25-6513-00 PUBLISHING	684.30	1,878.88	6,500.00	4,621.12	28.9
01-25-6515-00 DUES AND SUBSCRIPTIONS	.00	2,679.96	2,900.00	220.04	92.4
01-25-6518-00 CLEANING SUPPLIES	66.42	931.24	1,600.00	668.76	58.2
01-25-6520-00 MILEAGE & EXPENSES	.00	462.81	2,500.00	2,037.19	18.5
01-25-6522-00 INSURANCE & BONDS	.00	15,000.00	15,000.00	.00	100.0
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	.00	1,519.69	3,800.00	2,280.31	40.0
01-25-8010-00 AUDIT	.00	2,125.00	9,200.00	7,075.00	23.1
01-25-8012-00 COMPUTER PROFESSIONAL SERV	1,326.27	7,475.38	10,000.00	2,524.62	74.8
01-25-8014-00 LEGAL	.00	43,727.30	37,500.00	(6,227.30)	116.6
01-25-8015-00 TAPING MEETINGS	488.32	6,150.82	7,000.00	849.18	87.9
01-25-8016-00 SALARY STUDY FEES	.00	.00	800.00	800.00	.0
01-25-8017-00 PROFESSIONAL SERVICES	.00	1,050.00	2,000.00	950.00	52.5
01-25-8019-00 TREASURER'S FEES	.00	62,746.67	52,000.00	(10,746.67)	120.7
01-25-9028-00 COMMUNICATIONS	.00	38.22	1,000.00	961.78	3.8
TOTAL ADMINISTRATION	17,987.03	342,790.96	380,300.00	37,509.04	90.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & ZONING</u>					
01-30-5010-00 SALARIES	8,974.16	109,145.70	112,900.00	3,754.30	96.7
01-30-5050-00 PAYROLL TAXES	653.42	8,493.14	8,700.00	206.86	97.6
01-30-5060-00 RETIREMENT FUND	801.10	10,400.44	10,500.00	99.56	99.1
01-30-5065-00 HEALTH INSURANCE	1,302.18	15,624.82	16,800.00	1,175.18	93.0
01-30-5070-00 WORKMENS COMPENSATION	.00	741.65	1,600.00	858.35	46.4
01-30-6010-00 UTILITIES	178.40	2,093.95	3,400.00	1,306.05	61.6
01-30-6505-00 OFFICE SUPPLIES	61.78	547.41	2,500.00	1,952.59	21.9
01-30-6510-00 TELEPHONE	132.94	1,352.88	1,400.00	47.12	96.6
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	.00	2,400.00	2,400.00	.00	100.0
01-30-6544-04 MACHINERY AND EQPT.	.00	.00	500.00	500.00	.0
01-30-8012-00 COMPUTER PROFESSIONAL SERVICES	144.30	1,695.80	2,000.00	304.20	84.8
01-30-8014-00 LEGAL	.00	124.00	500.00	376.00	24.8
01-30-8016-00 PROFESSIONAL SERVICES	375.00	3,639.86	5,000.00	1,360.14	72.8
01-30-8017-00 NORTH FRONT RANGE MPO	.00	5,100.00	5,100.00	.00	100.0
TOTAL PLANNING & ZONING	12,623.28	161,759.65	174,900.00	13,140.35	92.5

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	83,819.43	971,377.09	1,075,500.00	104,122.91	90.3
01-35-5010-03 OVERTIME PAY	93.26	5,367.08	15,000.00	9,632.92	35.8
01-35-5013-00 CLERICAL SALARIES	14,960.94	33,429.16	35,100.00	1,670.84	95.2
01-35-5015-00 PART-TIME SALARIES	(9,675.35)	24,509.75	35,200.00	10,690.25	69.6
01-35-5050-00 PAYROLL TAXES	6,158.73	79,494.82	89,000.00	9,505.18	89.3
01-35-5060-00 RETIREMENT	4,527.28	58,620.96	65,000.00	6,379.04	90.2
01-35-5065-00 HEALTH INSURANCE	18,699.83	230,048.41	311,000.00	80,951.59	74.0
01-35-5070-00 WORKMEN'S COMPENSATION	.00	35,599.14	51,000.00	15,400.86	69.8
01-35-6010-00 UTILITIES	910.87	11,008.92	16,400.00	5,391.08	67.1
01-35-6505-00 OFFICE EXPENSE	522.65	6,232.87	8,000.00	1,767.13	77.9
01-35-6510-00 TELEPHONE	529.45	5,844.68	7,500.00	1,655.32	77.9
01-35-6511-00 TRAINING	1,042.00	9,154.50	10,000.00	845.50	91.6
01-35-6513-00 PUBLISHING	.00	503.38	1,000.00	496.62	50.3
01-35-6515-00 DUES AND SUBSCRIPTIONS	.00	436.00	1,200.00	764.00	36.3
01-35-6518-00 CLEANING SERVICES	806.00	8,154.26	8,100.00	(54.26)	100.7
01-35-6522-00 INSURANCE AND BONDS	353.00	46,396.25	48,300.00	1,903.75	96.1
01-35-6524-00 GAS AND OIL	1,993.67	19,680.60	38,000.00	18,319.40	51.8
01-35-6526-00 OPERATING SUPPLIES	296.29	4,201.45	7,000.00	2,798.55	60.0
01-35-6527-00 UNIFORMS AND CLEANING	531.88	2,116.13	5,000.00	2,883.87	42.3
01-35-6528-00 WELD COUNTY MAINT. AGREEME	.00	15,613.28	16,000.00	386.72	97.6
01-35-6544-02 COMPUTER SYSTEMS	.00	18.17	2,500.00	2,481.83	.7
01-35-6544-04 RADAR GUNS	.00	4,699.23	5,000.00	300.77	94.0
01-35-6544-05 CELLULAR PHONES	.00	.00	100.00	100.00	.0
01-35-6544-06 VESTS	.00	1,654.99	2,500.00	845.01	66.2
01-35-6544-07 CAMERA & INVESTIGATION EQPT.	.00	1,924.88	2,000.00	75.12	96.2
01-35-6544-09 SHOOTING RANGE SUPPLIES	.00	3,187.33	3,600.00	412.67	88.5
01-35-6544-10 OFFICE IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
01-35-6544-11 POLICE EQUIPMENT	741.68	9,777.85	12,500.00	2,722.15	78.2
01-35-7010-00 BLDG. REPAIR & MAINT.	6.74	4,206.74	8,000.00	3,793.26	52.6
01-35-7020-00 REPAIRS AND MAINTENANCE	374.23	10,897.64	10,000.00	(897.64)	109.0
01-35-8012-00 COMP. PROFESSIONAL SERVICE	78.60	4,980.70	10,000.00	5,019.30	49.8
01-35-8014-00 LEGAL	93.00	3,100.00	3,000.00	(100.00)	103.3
01-35-8016-00 PROFESSIONAL SERVICES	.00	4,199.00	5,000.00	801.00	84.0
01-35-8017-00 JUVENILE ASSESSMENT CENTER	.00	5,340.00	5,400.00	60.00	98.9
01-35-8021-00 COMP. LINK TO RECORDS	734.51	8,252.30	9,500.00	1,247.70	86.9
01-35-9022-00 JAIL FEES	.00	241.37	1,500.00	1,258.63	16.1
01-35-9028-00 COMMUNITY SERVICES	.00	3,054.58	4,300.00	1,245.42	71.0
01-35-9028-03 RECORDS CONTRACT	.00	4,476.88	5,000.00	523.12	89.5
TOTAL POLICE	127,598.69	1,637,800.39	1,938,200.00	300,399.61	84.5

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	2,084.91	22,697.91	31,200.00	8,502.09	72.8
01-40-5050-00 PAYROLL TAXES	133.94	1,748.16	2,500.00	751.84	69.9
01-40-5060-00 RETIREMENT	75.60	985.19	1,400.00	414.81	70.4
01-40-5065-00 HEALTH INSURANCE	346.67	4,160.99	4,800.00	639.01	86.7
01-40-5070-00 WORKMEN'S COMPENSATION	.00	800.00	1,300.00	500.00	61.5
01-40-6010-00 UTILITIES	203.86	2,427.79	3,900.00	1,472.21	62.3
01-40-6505-00 OFFICE EXPENSE	34.50	1,123.94	3,800.00	2,676.06	29.6
01-40-6510-00 TELEPHONE	132.94	1,352.85	1,600.00	247.15	84.6
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	66.41	825.25	800.00	(25.25)	103.2
01-40-6522-00 INSURANCE AND BONDS	.00	8,200.00	8,200.00	.00	100.0
01-40-6526-00 OPERATING SUPPLIES	.00	536.00	2,000.00	1,464.00	26.8
01-40-7020-00 REPAIR & MAINTENANCE	.00	482.51	2,000.00	1,517.49	24.1
01-40-8012-00 COMP. PROF. SERVICES	251.80	3,029.96	3,500.00	470.04	86.6
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	8,600.00	94,600.00	115,000.00	20,400.00	82.3
TOTAL PROTECTIVE INSPECTIONS	11,930.63	142,995.55	183,700.00	40,704.45	77.8

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-5010-00 SALARIES	18,127.01	220,365.45	263,000.00	42,634.55	83.8
01-45-5010-03 OVERTIME	.00	1,167.60	7,000.00	5,832.40	16.7
01-45-5015-00 PART-TIME SALARIES	.00	9,378.25	15,000.00	5,621.75	62.5
01-45-5050-00 PAYROLL TAXES	1,298.66	17,628.31	22,000.00	4,371.69	80.1
01-45-5060-00 RETIREMENT FUND	1,061.92	13,970.18	16,500.00	2,529.82	84.7
01-45-5065-00 HEALTH INSURANCE	5,107.44	58,912.59	69,400.00	10,487.41	84.9
01-45-5070-00 WORKMEN'S COMPENSATION	.00	15,174.21	18,200.00	3,025.79	83.4
01-45-6010-00 UTILITIES	335.59	4,795.19	15,000.00	10,204.81	32.0
01-45-6015-00 UTILITIES - STREET LIGHTIN	20,352.16	209,757.17	235,000.00	25,242.83	89.3
01-45-6505-00 OFFICE EXPENSE	.00	69.00	600.00	531.00	11.5
01-45-6510-00 TELEPHONE	358.23	3,324.58	3,300.00	(24.58)	100.7
01-45-6511-00 TRAINING	.00	675.00	1,500.00	825.00	45.0
01-45-6515-00 DUES & SUBSCRIPTIONS	.00	702.99	2,000.00	1,297.01	35.2
01-45-6518-00 CLEANING SUPPLIES	95.66	1,294.77	1,600.00	305.23	80.9
01-45-6522-00 INSURANCE AND BONDS	.00	26,400.00	26,400.00	.00	100.0
01-45-6524-00 GAS & OIL	103.15	10,546.00	18,500.00	7,954.00	57.0
01-45-6526-00 OPERATING SUPPLIES	299.73	3,837.24	4,500.00	662.76	85.3
01-45-6530-00 SNOW AND ICE REMOVAL	1,730.40	19,895.64	20,000.00	104.36	99.5
01-45-6532-00 TRASH SERVICE	50,194.40	473,719.93	485,000.00	11,280.07	97.7
01-45-6534-00 WEED CONTROL	983.08	1,268.61	5,000.00	3,731.39	25.4
01-45-6536-00 STREET SIGNS	.00	1,116.34	4,000.00	2,883.66	27.9
01-45-6544-03 EQUIPMENT	499.99	2,203.45	4,000.00	1,796.55	55.1
01-45-6544-06 HOLIDAY DECORATIONS	81.58	1,065.91	7,500.00	6,434.09	14.2
01-45-6544-07 TOOLS	21.72	1,222.62	2,500.00	1,277.38	48.9
01-45-6544-09 SAFETY EQUIPMENT	212.74	2,841.67	4,000.00	1,158.33	71.0
01-45-7020-00 REP & MAINT - EQUIP & BLDG	1,328.00	18,181.61	20,000.00	1,818.39	90.9
01-45-7030-00 REPAIR & MAINT. BLDGS.	.00	938.85	5,000.00	4,061.15	18.8
01-45-8016-00 PROFESSIONAL SERVICES	155.90	4,482.86	4,200.00	(282.86)	106.7
TOTAL STREETS	102,347.36	1,124,936.02	1,280,700.00	155,763.98	87.8

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
01-50-5015-00 SALARIES	.00	9,324.00	12,000.00	2,676.00	77.7
01-50-5050-00 PAYROLL TAXES	.00	713.34	1,000.00	286.66	71.3
01-50-5070-00 WORKMEN'S COMPENSATION	.00	1,400.00	1,400.00	.00	100.0
01-50-6513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-6522-00 INSURANCE	.00	2,000.00	2,000.00	.00	100.0
01-50-6524-00 GAS & OIL	.00	670.38	1,800.00	1,129.62	37.2
01-50-6526-00 SUPPLIES	.00	1,345.73	1,800.00	454.27	74.8
01-50-6533-00 TREE TRIMMING	.00	3,500.00	3,500.00	.00	100.0
01-50-6534-00 FERTILIZER & WEED CONTROL	.00	3,000.00	4,700.00	1,700.00	63.8
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	1,950.49	1,500.00	(450.49)	130.0
01-50-7020-00 REPAIRS AND MAINTENANCE	.00	2,286.07	3,200.00	913.93	71.4
01-50-7025-00 SPRINKLER REPAIR	.00	3,322.86	3,200.00	(122.86)	103.8
01-50-8016-00 PROFESSIONAL SERVICES	.00	11.45	500.00	488.55	2.3
TOTAL CEMETERY	.00	30,222.57	38,100.00	7,877.43	79.3
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	3,546.16	44,498.92	46,100.00	1,601.08	96.5
01-55-5010-03 OVERTIME	.00	.00	200.00	200.00	.0
01-55-5050-00 PAYROLL TAXES	257.92	3,362.19	3,600.00	237.81	93.4
01-55-5060-00 RET BEN	150.20	1,950.32	2,000.00	49.68	97.5
01-55-5065-00 HEALTH BEN	1,483.35	17,802.95	18,000.00	197.05	98.9
01-55-5070-00 WORKMENS COMPENSATION	.00	1,483.30	1,700.00	216.70	87.3
01-55-6522-00 INSURANCE	.00	3,700.00	3,700.00	.00	100.0
01-55-6524-00 GAS AND OIL	128.31	1,128.34	2,000.00	871.66	56.4
01-55-6526-00 SUPPLIES	140.00	503.59	1,200.00	696.41	42.0
01-55-7020-00 REPAIR & MAINTENANCE	.00	511.12	500.00	(11.12)	102.2
01-55-7030-00 WEED/NUISANCE CONTROL	.00	6,866.14	8,000.00	1,133.86	85.8
01-55-8016-00 PROFESSIONAL SERVICES	.00	2,440.00	5,000.00	2,560.00	48.8
TOTAL ANIMAL CONTROL	5,705.94	84,246.87	92,000.00	7,753.13	91.6
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	3,147.54	37,186.64	38,500.00	1,313.36	96.6
01-60-5050-00 PAYROLL TAXES	220.30	2,865.27	2,900.00	34.73	98.8
01-60-5065-00 HEALTH INSURANCE	630.67	7,573.91	8,200.00	626.09	92.4
01-60-5070-00 WORKMEN'S COMPENSATION	.00	741.65	2,600.00	1,858.35	28.5
01-60-6010-00 UTILITIES	239.59	3,634.29	4,200.00	565.71	86.5
01-60-6510-00 TELEPHONE	118.16	1,302.34	1,400.00	97.66	93.0
01-60-6520-00 MILEAGE	124.12	1,623.22	3,100.00	1,476.78	52.4
01-60-6522-00 INSURANCE	.00	1,600.00	1,600.00	.00	100.0
01-60-7020-00 REPAIR & MAINTENANCE	370.97	4,412.58	5,500.00	1,087.42	80.2
TOTAL SENIOR COORDINATOR PROGRAM	4,851.35	60,939.90	68,000.00	7,060.10	89.6

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-65-5015-00	.00	15,639.90	21,700.00	6,060.10	72.1
01-65-5050-00	.00	1,196.40	1,700.00	503.60	70.4
01-65-5070-00	.00	1,483.30	2,000.00	516.70	74.2
01-65-6010-00	287.99	3,181.32	10,200.00	7,018.68	31.2
01-65-6511-00	.00	.00	300.00	300.00	.0
01-65-6522-00	.00	2,100.00	2,100.00	.00	100.0
01-65-6524-00	.00	1,700.96	1,800.00	99.04	94.5
01-65-6526-00	.00	1,834.20	2,000.00	165.80	91.7
01-65-6534-00	.00	6,904.03	7,000.00	95.97	98.6
01-65-6542-00	.00	1,397.92	2,100.00	702.08	66.6
01-65-6544-01	.00	.00	1,000.00	1,000.00	.0
01-65-6544-02	.00	319.99	800.00	480.01	40.0
01-65-7020-00	.00	4,515.95	5,000.00	484.05	90.3
01-65-7025-00	.00	4,733.93	4,500.00	(233.93)	105.2
TOTAL PARKS	287.99	45,007.90	62,200.00	17,192.10	72.4
<u>LIBRARY</u>					
01-70-7000-00	32,641.65	391,699.80	391,700.00	.20	100.0
TOTAL LIBRARY	32,641.65	391,699.80	391,700.00	.20	100.0
<u>DEPARTMENT 75</u>					
01-75-6526-00	111.02	1,222.46	6,500.00	5,277.54	18.8
01-75-7020-00	303.00	5,494.47	10,000.00	4,505.53	54.9
01-75-7025-00	239.59	3,634.28	7,500.00	3,865.72	48.5
01-75-7031-00	1,137.03	6,964.28	27,000.00	20,035.72	25.8
01-75-7033-00	.00	29,167.00	45,000.00	15,833.00	64.8
01-75-7034-00	.00	5,000.00	50,000.00	45,000.00	10.0
01-75-7054-00	.00	579.08	10,000.00	9,420.92	5.8
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	.00	3,443.98	3,500.00	56.02	98.4
01-75-7070-00	.00	23,986.98	24,000.00	13.02	100.0
01-75-7080-00	.00	17,340.00	18,000.00	660.00	96.3
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	.00	10,030.00	15,000.00	4,970.00	66.9
01-75-7129-00	.00	8,629.77	12,000.00	3,370.23	71.9
01-75-7130-00	538.67	3,262.83	5,000.00	1,737.17	65.3
01-75-7131-00	.00	.00	2,500.00	2,500.00	.0
01-75-7132-00	.00	88,900.00	88,900.00	.00	100.0
01-75-7133-00	3,652.50	3,652.50	7,000.00	3,347.50	52.2
TOTAL DEPARTMENT 75	5,981.81	218,712.94	379,900.00	161,187.06	57.6

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS OUT</u>					
01-80-7040-00 TRANSFER WATER FUND	.00	182,200.00	182,200.00	.00	100.0
01-80-7050-00 TRANSFER - CONTINGENT FUND	25,000.00	155,000.00	225,000.00	70,000.00	68.9
01-80-7080-00 TRANSFER TO DEVELOPERS COST	.00	.00	25,000.00	25,000.00	.0
01-80-7110-00 SALES TAX REFUND	.00	144,135.10	140,000.00	(4,135.10)	103.0
01-80-7115-00 TRANSFER TO EQPT. REPLACEMENT	.00	1,000,000.00	1,000,000.00	.00	100.0
TOTAL TRANSFERS OUT	25,000.00	1,481,335.10	1,572,200.00	90,864.90	94.2
TOTAL FUND EXPENDITURES	353,423.77	5,803,169.68	6,660,500.00	857,330.32	87.1
NET REVENUE OVER EXPENDITURES	194,795.28	5,521,123.18	756,800.00	(4,764,323.18)	729.5

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
02-00-4310-00 WATER CHARGES	105,947.46	2,794,089.97	1,900,000.00	(894,089.97)	147.1
02-00-4320-00 WATER TAP FEES	26,000.00	671,798.40	.00	(671,798.40)	.0
02-00-4322-00 RAW WATER DEV. FEE	27,600.00	915,360.00	.00	(915,360.00)	.0
02-00-4325-00 WATER REFUNDS	(587.64)	(15,990.18)	.00	15,990.18	.0
02-00-4330-00 MISCELLANEOUS	13,253.48	259,747.76	110,000.00	(149,747.76)	236.1
02-00-4610-00 EARNINGS ON INVESTMENTS	3,685.80	70,068.22	45,000.00	(25,068.22)	155.7
02-00-4830-00 TRANSFER FROM GENERAL FUND	.00	182,200.00	182,200.00	.00	100.0
TOTAL SOURCE 00	175,899.10	4,877,274.17	2,237,200.00	(2,640,074.17)	218.0
TOTAL FUND REVENUE	175,899.10	4,877,274.17	2,237,200.00	(2,640,074.17)	218.0

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	2,749.05	32,649.36	36,000.00	3,350.64	90.7
02-25-5010-03 OVERTIME	.00	.00	300.00	300.00	.0
02-25-5015-00 PART-TIME SALARIES	475.83	6,104.15	7,200.00	1,095.85	84.8
02-25-5020-00 JANITORIAL SALARIES	216.67	2,583.35	2,700.00	116.65	95.7
02-25-5025-00 MANAGER	2,117.18	26,874.61	26,900.00	25.39	99.9
02-25-5050-00 PAYROLL TAXES	257.24	4,699.58	5,600.00	900.42	83.9
02-25-5060-00 RETIREMENT FUND	186.64	4,074.07	5,100.00	1,025.93	79.9
02-25-5065-00 HEALTH INSURANCE	719.52	9,281.87	12,500.00	3,218.13	74.3
02-25-5070-00 WORKMEN'S COMPENSATION	.00	800.00	800.00	.00	100.0
02-25-6010-00 UTILITIES	216.63	2,602.46	4,000.00	1,397.54	65.1
02-25-6505-00 OFFICE EXPENSE	649.50	2,413.72	5,000.00	2,586.28	48.3
02-25-6506-00 UTILITY BILL MAILING	670.95	7,171.20	7,100.00	(71.20)	101.0
02-25-6507-00 BILL PRESENTMENT	.00	.00	10,000.00	10,000.00	.0
02-25-6510-00 TELEPHONE	132.94	1,352.85	1,800.00	447.15	75.2
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	66.41	993.90	1,000.00	6.10	99.4
02-25-6520-00 MILEAGE & EXPENSES	.00	27.79	500.00	472.21	5.6
02-25-6522-00 INSURANCE & BONDS	.00	6,500.00	6,500.00	.00	100.0
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.	.00	586.90	1,000.00	413.10	58.7
02-25-8010-00 AUDIT	.00	2,125.00	6,000.00	3,875.00	35.4
02-25-8011-00 PROF. SERV.-WATER ADJUDICATION	.00	4,235.38	30,000.00	25,764.62	14.1
02-25-8012-00 COMP. PROFESSIONAL SERVICES	129.46	6,036.80	6,000.00	(36.80)	100.6
02-25-8014-00 LEGAL	1,200.00	6,906.00	8,000.00	1,094.00	86.3
02-25-8016-00 SALARY STUDY FEES	.00	.00	700.00	700.00	.0
02-25-8017-00 PROFESSIONAL SERVICES	1,845.00	22,129.20	30,000.00	7,870.80	73.8
02-25-9028-00 COMMUNICATIONS	.00	.00	3,500.00	3,500.00	.0
TOTAL ADMINISTRATION	11,633.02	153,386.18	225,400.00	72,013.82	68.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-5010-00 SALARIES	15,844.64	188,068.28	225,000.00	36,931.72	83.6
02-70-5010-03 OVERTIME	232.48	2,435.32	10,000.00	7,564.68	24.4
02-70-5015-00 PART TIME SALARIES	.00	2,331.00	2,600.00	269.00	89.7
02-70-5050-00 PAYROLL TAXES	1,103.91	14,805.48	18,200.00	3,394.52	81.4
02-70-5060-00 RETIREMENT FUND	706.13	9,514.15	13,000.00	3,485.85	73.2
02-70-5065-00 HEALTH INSURANCE	4,233.39	51,680.42	59,000.00	7,319.58	87.6
02-70-5070-00 WORKMEN'S COMPENSATION	.00	4,449.91	8,300.00	3,850.09	53.6
02-70-6010-00 UTILITIES	15,606.42	197,523.01	185,000.00	(12,523.01)	106.8
02-70-6510-00 TELEPHONE	665.34	6,085.59	7,500.00	1,414.41	81.1
02-70-6511-00 TRAINING	251.00	2,029.00	3,000.00	971.00	67.6
02-70-6518-00 CLEANING SUPPLIES	83.59	1,210.23	1,600.00	389.77	75.6
02-70-6522-00 INSURANCE	.00	17,184.50	25,000.00	7,815.50	68.7
02-70-6524-00 GAS AND OIL	524.77	7,753.35	10,000.00	2,246.65	77.5
02-70-6525-00 GIS SYSTEM	.00	1,260.00	25,000.00	23,740.00	5.0
02-70-6526-00 CHEMICALS	6,463.61	138,029.66	145,000.00	6,970.34	95.2
02-70-6527-00 SUPPLIES-SAFETY EQPT.	470.45	2,104.41	3,400.00	1,295.59	61.9
02-70-6528-00 OPERATING SUPPLIES	17.92	9,116.89	10,000.00	883.11	91.2
02-70-6544-01 METER UPGRADE	.00	43,419.41	95,000.00	51,580.59	45.7
02-70-6544-02 TOOLS	.00	5,850.18	10,000.00	4,149.82	58.5
02-70-6544-07 TESTING EQUIPMENT	.00	799.50	4,000.00	3,200.50	20.0
02-70-6544-08 VEHICLE-PURCHASE	.00	17,709.79	19,500.00	1,790.21	90.8
02-70-6544-13 WATER PLANT IMPROVEMENTS	923.21	923.21	80,000.00	79,076.79	1.2
02-70-6544-22 WATERLINE REPLACEMENT	.00	30,000.00	30,000.00	.00	100.0
02-70-6544-29 INSTRUMENTATION UPGRADES	57,000.00	64,824.00	65,000.00	176.00	99.7
02-70-6544-32 EMERGENCY WATER INTERCONNECT	60,557.75	225,643.25	350,000.00	124,356.75	64.5
02-70-6544-36 FIRE HYDRANT REPAIRS	.00	28,603.54	40,000.00	11,396.46	71.5
02-70-7015-00 R&M WATERLINES	.00	6,772.14	25,000.00	18,227.86	27.1
02-70-7020-00 REPAIRS & MAINTENANCE	397.77	36,801.96	83,000.00	46,198.04	44.3
02-70-7022-00 VEHICLE REPAIRS	495.92	2,036.44	4,000.00	1,963.56	50.9
02-70-7030-00 PURCHASED WATER	.00	.00	12,700.00	12,700.00	.0
02-70-7035-00 WATER ASSESMENT	.00	101,853.05	98,000.00	(3,853.05)	103.9
02-70-7090-00 INSURANCE DEDUCTIBLES	.00	9,544.90	10,000.00	455.10	95.5
02-70-8012-00 PROFESSIONAL SERVICES	796.66	15,421.34	40,000.00	24,578.66	38.6
TOTAL OPERATIONS - WATER FUND	166,374.96	1,245,783.91	1,717,800.00	472,016.09	72.5
<u>TRANSFERS OUT</u>					
02-80-7051-00 TRANSFER TO OTHER FUNDS	86,214.42	86,214.42	90,000.00	3,785.58	95.8
TOTAL TRANSFERS OUT	86,214.42	86,214.42	90,000.00	3,785.58	95.8
TOTAL FUND EXPENDITURES	264,222.40	1,485,384.51	2,033,200.00	547,815.49	73.1
NET REVENUE OVER EXPENDITURES	(88,323.30)	3,391,889.66	204,000.00	(3,187,889.66)	1662.7

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET		UNEARNED	PCNT
03-00-4310-00 SEWER CHARGES	150,714.28	1,755,719.62	1,610,000.00	(	145,719.62)	109.1
03-00-4320-00 SEWER TAP FEES	.00	222,040.00	.00	(	222,040.00)	.0
03-00-4330-00 MISCELLANEOUS	(35,582.67)	44,282.61	10,000.00	(	34,282.61)	442.8
03-00-4610-00 EARNINGS ON INVESTMENTS	3,214.98	56,314.25	35,000.00	(	21,314.25)	160.9
TOTAL SOURCE 00	118,346.59	2,078,356.48	1,655,000.00	(	423,356.48)	125.6
TOTAL FUND REVENUE	118,346.59	2,078,356.48	1,655,000.00	(	423,356.48)	125.6

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	4,023.81	41,232.92	58,000.00	16,767.08	71.1
03-25-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
03-25-5015-00 PART-TIME SALARIES	275.83	5,904.15	7,200.00	1,295.85	82.0
03-25-5020-00 JANITORIAL SALARIES	216.67	2,583.30	2,600.00	16.70	99.4
03-25-5025-00 MANAGER SALARIES	4,012.78	52,071.53	52,000.00	(71.53)	100.1
03-25-5050-00 PAYROLL TAXES	335.76	6,930.50	9,000.00	2,069.50	77.0
03-25-5060-00 RETIREMENT FUND	248.94	6,430.97	8,600.00	2,169.03	74.8
03-25-5065-00 HEALTH INSURANCE	1,059.75	13,631.74	28,100.00	14,468.26	48.5
03-25-5070-00 WORKMEN'S COMPENSATION	.00	700.00	700.00	.00	100.0
03-25-6010-00 UTILITIES - TOWN HALL	242.12	2,908.62	4,400.00	1,491.38	66.1
03-25-6505-00 OFFICE EXPENSES	230.60	984.49	4,400.00	3,415.51	22.4
03-25-6506-00 UTILITY BILL MAILING	670.95	7,171.18	7,100.00	(71.18)	101.0
03-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	8,000.00	8,000.00	.0
03-25-6510-00 TELEPHONE	132.94	1,352.83	1,800.00	447.17	75.2
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	66.41	1,005.82	1,000.00	(5.82)	100.6
03-25-6520-00 MILEAGE & EXPENSES	.00	.00	800.00	800.00	.0
03-25-6522-00 INSURANCE & BONDS	.00	6,700.00	6,900.00	200.00	97.1
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	482.50	1,100.00	617.50	43.9
03-25-8010-00 AUDIT	.00	2,125.00	7,000.00	4,875.00	30.4
03-25-8012-00 PROFESSIONAL SERVICES	195.61	6,036.80	6,000.00	(36.80)	100.6
03-25-8014-00 LEGAL	4,586.50	7,130.50	30,000.00	22,869.50	23.8
03-25-8016-00 SALARY STUDY	.00	.00	800.00	800.00	.0
03-25-8017-00 PROFESSIONAL SERVICES - ENG.	756.40	756.40	20,000.00	19,243.60	3.8
TOTAL PERSONNEL	17,055.07	166,139.25	270,100.00	103,960.75	61.5

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	19,098.98	228,869.75	265,000.00	36,130.25	86.4
03-70-5010-03 OVERTIME PAY	284.13	2,976.42	10,000.00	7,023.58	29.8
03-70-5050-00 PAYROLL TAXES	1,349.23	17,808.11	21,100.00	3,291.89	84.4
03-70-5060-00 RETIREMENT FUND	863.07	11,548.16	15,000.00	3,451.84	77.0
03-70-5065-00 HEALTH INSURANCE	5,174.12	63,082.83	70,000.00	6,917.17	90.1
03-70-5070-00 WORKMEN'S COMPENSATION	.00	5,191.54	8,600.00	3,408.46	60.4
03-70-6010-00 UTILITIES	13,717.42	175,975.81	230,000.00	54,024.19	76.5
03-70-6510-00 TELEPHONE	441.01	5,910.24	5,500.00	(410.24)	107.5
03-70-6511-00 TRAINING	145.00	615.00	3,000.00	2,385.00	20.5
03-70-6518-00 CLEANING SUPPLIES	83.58	1,298.27	1,500.00	201.73	86.6
03-70-6522-00 INSURANCE	.00	26,714.25	27,800.00	1,085.75	96.1
03-70-6524-00 GAS AND OIL	524.76	7,982.44	12,500.00	4,517.56	63.9
03-70-6525-00 GIS MAPPING	9,374.26	9,374.26	25,000.00	15,625.74	37.5
03-70-6526-00 CHEMICALS	10,390.30	98,284.56	108,000.00	9,715.44	91.0
03-70-6527-00 SUPPLIES-SAFETY EQPT.	646.11	1,614.93	3,500.00	1,885.07	46.1
03-70-6528-00 OPERATING SUPPLIES	2,443.87	5,940.03	10,000.00	4,059.97	59.4
03-70-6544-02 TOOLS	.00	.00	3,500.00	3,500.00	.0
03-70-6544-03 VEHICLE	.00	17,572.75	19,000.00	1,427.25	92.5
03-70-6544-04 MANHOLE INSTALLATION	.00	232.00	25,000.00	24,768.00	.9
03-70-6544-10 SEWERLINE REPLACEMENT	3,960.00	9,102.21	20,000.00	10,897.79	45.5
03-70-6544-16 INSTRUMENTATION UPGRADES	.00	.00	115,000.00	115,000.00	.0
03-70-7015-00 REPAIRS & MAINT - MAINS	.00	7,884.77	20,000.00	12,115.23	39.4
03-70-7020-00 REPAIRS & MAINTENANCE	419.50	56,682.75	65,000.00	8,317.25	87.2
03-70-7022-00 VEHICLE REPAIRS	216.84	1,380.93	3,500.00	2,119.07	39.5
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	10,824.57	43,531.85	65,000.00	21,468.15	67.0
TOTAL OPERATIONS - SEWER FUND	79,956.75	799,573.86	1,193,000.00	393,426.14	67.0
TOTAL FUND EXPENDITURES	97,011.82	965,713.11	1,463,100.00	497,386.89	66.0
NET REVENUE OVER EXPENDITURES	21,334.77	1,112,643.37	191,900.00	(920,743.37)	579.8

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
05-00-4070-00 COLORADO LOTTERY	17,827.98	74,194.34	50,000.00	(24,194.34)	148.4
05-00-4110-00 PARK FEES	3,000.00	65,500.00	62,500.00	(3,000.00)	104.8
05-00-4130-00 LARIMER COUNTY USE TAX	8,905.06	95,396.87	40,000.00	(55,396.87)	238.5
05-00-4330-00 OTHER	.00	7,727.55	1,200.00	(6,527.55)	644.0
05-00-4610-00 CT-EARNINGS ON INVEST.	1,767.10	8,459.22	3,500.00	(4,959.22)	241.7
TOTAL SOURCE 00	31,500.14	251,277.98	157,200.00	(94,077.98)	159.9
TOTAL FUND REVENUE	31,500.14	251,277.98	157,200.00	(94,077.98)	159.9

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
05-70-6533-00 TREE TRIMMING	.00	4,995.00	6,000.00	1,005.00	83.3
05-70-6544-01 CAPITAL - TREES	.00	3,466.19	7,000.00	3,533.81	49.5
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	3,036.00	6,000.00	2,964.00	50.6
05-70-6546-00 SUNRISE PARK	.00	966.16	3,500.00	2,533.84	27.6
05-70-6547-00 PARISH PARK	.00	730.55	3,500.00	2,769.45	20.9
05-70-6548-00 HAYS PARK	.00	44,708.16	55,700.00	10,991.84	80.3
05-70-6549-00 PIONEER RIDGE PARK	181.00	181.00	3,500.00	3,319.00	5.2
05-70-6550-00 ROLLING HILLS RANCH PARK	.00	37.67	3,500.00	3,462.33	1.1
05-70-6551-00 JOHNSTOWN LAKE PARK	.00	5,542.00	5,000.00	(542.00)	110.8
05-70-6553-00 CLEARVIEW PARK	.00	1,359.80	3,500.00	2,140.20	38.9
05-70-7020-00 REPAIR & MAINT.	.00	1,769.56	6,000.00	4,230.44	29.5
TOTAL DEPARTMENT 70	181.00	100,446.43	149,200.00	48,753.57	67.3
TOTAL FUND EXPENDITURES	181.00	100,446.43	149,200.00	48,753.57	67.3
NET REVENUE OVER EXPENDITURES	31,319.14	150,831.55	8,000.00	(142,831.55)	1885.4

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
06-00-4110-00 TRANSFER FROM GENERAL FUND	25,000.00	155,000.00	225,000.00	70,000.00	68.9
06-00-4610-00 CF-EARNINGS ON INVESTMENTS	952.04	7,243.06	900.00	(6,343.06)	804.8
TOTAL SOURCE 00	25,952.04	162,243.06	225,900.00	63,656.94	71.8
TOTAL FUND REVENUE	25,952.04	162,243.06	225,900.00	63,656.94	71.8

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 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	25,952.04	159,260.56	(1,224,400.00)	(1,383,660.56)	13.0

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

CEMETERY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
07-00-4310-00 CEMETERY LOTS AND CARE	.00	3,463.35	2,800.00	(663.35)	123.7
07-00-4610-00 CP-EARNINGS ON INVESTMENTS	130.65	811.36	100.00	(711.36)	811.4
TOTAL SOURCE 00	130.65	4,274.71	2,900.00	(1,374.71)	147.4
TOTAL FUND REVENUE	130.65	4,274.71	2,900.00	(1,374.71)	147.4
NET REVENUE OVER EXPENDITURES	130.65	4,274.71	2,900.00	(1,374.71)	147.4

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
09-00-4110-00 TRANSFER FROM GENERAL FUND	.00	1,000,000.00	1,000,000.00	.00	100.0
09-00-4610-00 EARNINGS ON INVESTMENTS	318.43	4,106.59	5,000.00	893.41	82.1
TOTAL SOURCE 00	318.43	1,004,106.59	1,005,000.00	893.41	99.9
TOTAL FUND REVENUE	318.43	1,004,106.59	1,005,000.00	893.41	99.9

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 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	.00	116,654.92	117,000.00	345.08	99.7
09-70-6544-05 SNOW PLOW FOR PICKUP	3,620.00	10,192.00	10,500.00	308.00	97.1
09-70-6544-10 COMPUTERS	.00	19,194.97	28,000.00	8,805.03	68.6
09-70-6544-12 LOADER	.00	96,750.00	100,000.00	3,250.00	96.8
09-70-6544-20 COPIER	.00	9,310.11	10,000.00	689.89	93.1
09-70-6544-21 SOFTWARE	.00	.00	14,000.00	14,000.00	.0
TOTAL DEPARTMENT 70	3,620.00	271,002.00	298,500.00	27,498.00	90.8
TOTAL FUND EXPENDITURES	3,620.00	271,002.00	298,500.00	27,498.00	90.8
NET REVENUE OVER EXPENDITURES	(3,301.57)	733,104.59	706,500.00	(26,604.59)	103.8

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-00-4110-00 DRAINAGE FEES	33,166.00	390,991.55	375,000.00	(15,991.55)	104.3
11-00-4610-00 EARNINGS ON INVESTMENTS	843.06	15,321.88	6,200.00	(9,121.88)	247.1
TOTAL SOURCE 00	34,009.06	406,313.43	381,200.00	(25,113.43)	106.6
TOTAL FUND REVENUE	34,009.06	406,313.43	381,200.00	(25,113.43)	106.6

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	1,062.12	14,856.64	18,500.00	3,643.36	80.3
11-25-5010-03 OVERTIME	.00	.00	100.00	100.00	.0
11-25-5011-00 PART TIME OFFICE	275.81	2,528.99	7,200.00	4,671.01	35.1
11-25-5025-00 MANAGER	2,117.18	26,874.61	26,900.00	25.39	99.9
11-25-5050-00 PAYROLL TAXES	130.63	3,060.29	4,000.00	939.71	76.5
11-25-5060-00 RETIREMENT FUND	30.82	2,050.94	3,300.00	1,249.06	62.2
11-25-5065-00 HEALTH INSURANCE	395.79	4,749.94	9,200.00	4,450.06	51.6
11-25-5070-00 WORKMAN'S COMPENSATION	.00	643.83	600.00	(43.83)	107.3
11-25-6010-00 UTILITIES	101.95	1,306.01	1,800.00	493.99	72.6
11-25-6505-00 OFFICE SUPPLIES	35.00	315.50	1,200.00	884.50	26.3
11-25-6506-00 UTILITY BILL MAILING	670.94	7,161.14	7,100.00	(61.14)	100.9
11-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	2,000.00	2,000.00	.0
11-25-6510-00 TELEPHONE	.00	700.00	700.00	.00	100.0
11-25-6522-00 INSURANCE AND BONDS	.00	2,500.00	2,500.00	.00	100.0
11-25-6544-04 COMPUTER SOFTWARE	.00	.00	2,500.00	2,500.00	.0
11-25-7020-00 MAINTENANCE AND REPAIRS	.00	482.47	500.00	17.53	96.5
11-25-8010-00 AUDIT	.00	2,125.00	2,500.00	375.00	85.0
11-25-8012-00 COMPUTER PROF. SERVICES	.00	3,300.00	3,300.00	.00	100.0
11-25-8014-00 LEGAL	1,200.00	1,200.00	2,000.00	800.00	60.0
11-25-8017-00 PROFESSIONAL SERVICES	.00	.00	1,500.00	1,500.00	.0
TOTAL ADMINISTRATION	6,020.24	73,855.36	97,400.00	23,544.64	75.8
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	1,586.40	11,948.97	21,000.00	9,051.03	56.9
11-70-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
11-70-5050-00 PAYROLL TAXES	93.32	962.36	2,000.00	1,037.64	48.1
11-70-5060-00 RETIREMENT FUND	54.48	698.32	1,200.00	501.68	58.2
11-70-5065-00 HEALTH INSURANCE	630.74	4,550.65	10,100.00	5,549.35	45.1
11-70-5070-00 WORKMEN'S COMPENSATION	.00	1,931.49	1,700.00	(231.49)	113.6
11-70-6510-00 TELEPHONE	17.19	808.88	800.00	(8.88)	101.1
11-70-6511-00 TRAINING	.00	.00	600.00	600.00	.0
11-70-6522-00 INSURANCE	.00	4,600.00	4,600.00	.00	100.0
11-70-6524-00 GAS & OIL	126.02	1,456.81	2,200.00	743.19	66.2
11-70-6526-00 OPERATING SUPPLIES	25.58	412.28	1,100.00	687.72	37.5
11-70-6544-06 INFRASTRUCTURE REPAIR	.00	.00	20,000.00	20,000.00	.0
11-70-7020-00 REPAIR & MAINTENANCE	.00	114.05	2,000.00	1,885.95	5.7
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	23,412.62	35,000.00	11,587.38	66.9
TOTAL OPERATIONS	2,533.73	50,896.43	123,700.00	72,803.57	41.2
TOTAL FUND EXPENDITURES	8,553.97	124,751.79	221,100.00	96,348.21	56.4
NET REVENUE OVER EXPENDITURES	25,455.09	281,561.64	160,100.00	(121,461.64)	175.9

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
14-00-5010-00 LIBRARY- SALARIES	17,763.84	229,989.58	.00	(229,989.58)	.0
14-00-5050-00 LIBRARY-PAYROLL TAXES	1,330.73	17,878.96	.00	(17,878.96)	.0
14-00-5065-00 HEALTH INS.	369.30	4,431.60	.00	(4,431.60)	.0
14-00-5070-00 WORKMENS COMPENSATION	.00	1,483.30	.00	(1,483.30)	.0
TOTAL DEPARTMENT 00	19,463.87	253,783.44	.00	(253,783.44)	.0
TOTAL FUND EXPENDITURES	19,463.87	253,783.44	.00	(253,783.44)	.0
NET REVENUE OVER EXPENDITURES	(19,463.87)	(253,783.44)	.00	253,783.44	.0

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
15-00-4060-00 USE TAX	280,859.31	3,355,621.42	850,000.00	(2,505,621.42)	394.8
15-00-4610-00 EARNINGS ON INVESTMENTS	5,629.58	87,322.43	30,000.00	(57,322.43)	291.1
15-00-4720-00 FROM WATER FUND	42,864.42	42,864.42	45,000.00	2,135.58	95.3
TOTAL SOURCE 00	329,353.31	3,485,808.27	925,000.00	(2,560,808.27)	376.8
TOTAL FUND REVENUE	329,353.31	3,485,808.27	925,000.00	(2,560,808.27)	376.8

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 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	10,995.00	12,000.00	1,005.00	91.6
15-70-7015-00 ANNUAL OVERLAY	.00	247,217.70	250,000.00	2,782.30	98.9
15-70-7020-00 STREET REPAIR & MAINT.	.00	109,888.03	150,000.00	40,111.97	73.3
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	862.00	2,072.30	30,000.00	27,927.70	6.9
15-70-7065-00 SIDEWALK/CURB REPL.	.00	2,530.00	15,000.00	12,470.00	16.9
15-70-7085-00 SHOP IMPROVEMENTS	3,556.95	3,556.95	5,500.00	1,943.05	64.7
15-70-7090-00 COLUMBINE COMPLEX REPAIRS	.00	.00	5,000.00	5,000.00	.0
15-70-8017-00 PROFESSIONAL SERVICES	5,417.50	55,497.74	75,000.00	19,502.26	74.0
TOTAL DEPARTMENT 70	9,836.45	441,908.75	632,000.00	190,091.25	69.9
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15-80-7060-00 REBATE	.00	27,693.67	150,000.00	122,306.33	18.5
TOTAL DEPARTMENT 80	.00	27,693.67	150,000.00	122,306.33	18.5
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TOTAL FUND EXPENDITURES	9,836.45	469,602.42	782,000.00	312,397.58	60.1
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NET REVENUE OVER EXPENDITURES	319,516.86	3,016,205.85	143,000.00	(2,873,205.85)	2109.2

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
16-00-4070-00 FROM SALES TAX	16,924.84	117,662.07	93,000.00	(24,662.07)	126.5
16-00-4610-00 EARNINGS ON INVESTMENTS	4.63	245.39	20.00	(225.39)	1227.0
TOTAL SOURCE 00	16,929.47	117,907.46	93,020.00	(24,887.46)	126.8
TOTAL FUND REVENUE	16,929.47	117,907.46	93,020.00	(24,887.46)	126.8

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
16-70-7010-00 CONSTRUCTION	.00	107,000.00	107,020.00	20.00	100.0
TOTAL DEPARTMENT 70	.00	107,000.00	107,020.00	20.00	100.0
TOTAL FUND EXPENDITURES	.00	107,000.00	107,020.00	20.00	100.0
NET REVENUE OVER EXPENDITURES	16,929.47	10,907.46	(14,000.00)	(24,907.46)	77.9

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
17-00-4610-00 EARNINGS ON INVESTMENTS	7,675.68	63,058.17	35,000.00	(28,058.17)	180.2
TOTAL SOURCE 00	7,675.68	63,058.17	35,000.00	(28,058.17)	180.2
 <u>SOURCE 01</u>					
17-01-4110-01 TRANSPORATION FAC. DEV. FEE	13,866.00	1,153,261.37	230,000.00	(923,261.37)	501.4
17-01-4110-02 POLICE FACILTIES DEV. FEE	3,486.00	188,205.10	53,000.00	(135,205.10)	355.1
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	8,196.00	413,927.52	142,000.00	(271,927.52)	291.5
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	6,918.00	195,877.20	138,000.00	(57,877.20)	141.9
17-01-4110-05 LIBRARY FACILITIES FEE	4,104.00	107,264.40	27,000.00	(80,264.40)	397.3
17-01-4110-06 TRAFFIC SIGNAL	.00	6,613.78	5,000.00	(1,613.78)	132.3
TOTAL SOURCE 01	36,570.00	2,065,149.37	595,000.00	(1,470,149.37)	347.1
 TOTAL FUND REVENUE	 44,245.68	 2,128,207.54	 630,000.00	 (1,498,207.54)	 337.8

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 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	9,353.73	62,861.32	700,000.00	637,138.68	9.0
TOTAL DEPARTMENT 70	9,353.73	62,861.32	720,000.00	657,138.68	8.7
TOTAL FUND EXPENDITURES	9,353.73	62,861.32	720,000.00	657,138.68	8.7
NET REVENUE OVER EXPENDITURES	34,891.95	2,065,346.22	(90,000.00)	(2,155,346.22)	2294.8

ORDINANCE

No. 2016-145

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2016-145

**AN ORDINANCE REPEALING AND
REPLACING SECTIONS 13-11 THROUGH 13-20
AND REPEALING SECTION 13-28 OF ARTICLE II OF
CHAPTER 13 OF THE JOHNSTOWN MUNICIPAL
CODE CONCERNING SEWERS**

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

WHEREAS, as part of its prior code, the Town adopted wastewater regulations, currently codified in Article II of Chapter 13 of the Johnstown Municipal Code, to, among other matters, regulate the use of public and private sewers, the disposal of waste and discharges to the Town's publicly owned treatment works, which include the Johnstown Central Wastewater Treatment Plant and the Low Point Wastewater Treatment Plant; and

WHEREAS, the wastewater regulations are intended to regulate all discharges into the publicly owned treatment works, including, but not limited to, the discharge of industrial wastes; and

WHEREAS, the Town operates the publicly owned treatment works pursuant to two National Pollutant Discharge Elimination System ("NPDES") Permits, CO-0021156 and CO-0047058, authorizing the Town to discharge from the publicly owned treatment works to waters of the United States under the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. section 1251 et seq.; and

WHEREAS, because the Town does not have a pretreatment program approved by the Environmental Protection Agency ("EPA"), the pretreatment standards under the NPDES Permits are regulated, in part, by the EPA; and

WHEREAS, on or about November 4, 2015, representatives from the EPA and the Water Quality Control Section of the Colorado Department of Public Health and Environment inspected the Town's publicly owned treatment works to assess the Town's pretreatment program with respect to the pretreatment of industrial waste discharges; and

WHEREAS, pursuant to the Pretreatment Program Assessment dated February 26, 2016, the EPA recommended that the Town consider adopting an ordinance to ensure that the Town has the proper legal authority to identify industrial users of the publicly owned treatment works, prohibit the discharge of items banned under the NPDES Permits into the publicly owned

treatment works and otherwise regulate industrial discharges and protect the publicly owned treatment works; and

WHEREAS, pursuant to the EPA's recommendations, and based on input from the Town's Engineer, Gregory A. Weeks, presented to Town Council on October 3, 2016, the Town Council desires to repeal and replace Sections 13-11 through 13-20 of Article II of Chapter 13 of the Johnstown Municipal Code and to repeal Section 13-28 of Article II of Chapter 13 of the Johnstown Municipal Code to ensure the Town has the legal authority recommended in the Pretreatment Program Assessment dated February 26, 2016; and

WHEREAS, the Town Council finds that repealing and replacing Sections 13-11 through 13-20 of Article II of Chapter 13 of the Johnstown Municipal Code and repealing Section 13-28 of Article II of Chapter 13 of the Johnstown Municipal Code is in the best interests of the Town.

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

Section 1. Repeal and Replacement. Sections 13-11 through 13-20 of Article II, Chapter 13 of the Johnstown Municipal Code are hereby repealed and replaced with the following:

Sec. 13-11. Definitions.

Unless the context specifically indicates otherwise, the meaning of terms used in this Article shall be as follows:

(1) *Act* means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. section 1251 et seq.

(2) *Article* means this Article II of Chapter 13 of the Town of Johnstown Municipal Code.

(3) *Biochemical oxygen demand (BOD)* means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20°) Celsius, expressed in milligrams per liter.

(4) *Building drain* means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.

(5) *Building sewer* means the extension from the building drain to the public sewer or other place of disposal, also called house connection.

(6) *Chemical Oxygen Demand or COD* means a measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

(7) *Combined sewer* means a sewer intended to receive both wastewater and storm water or surface water.

(8) *Easement* means an acquired legal right for the specific use of land owned by others.

(9) *Floatable oil* is oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the POTW.

(10) *Garbage* means the animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods.

(11) *Indirect Discharge or Discharge* means the introduction of any pollutant into the POTW from any non-domestic source under Section 307(b), (c) or (d) of the Act.

(12) *Industrial Users or IU* means a source of indirect discharge.

(13) *Interference* means a discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

- A. Inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and,
- B. Therefore, is a cause of a violation of the Town's NPDES permit(s) (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory and regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act; any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

(14) *Industrial waste* means the wastewater from industrial processes, trade or business as distinct from domestic or sanitary wastes.

(15) *Medical Waste* means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

(16) *National Pollutant Discharge Elimination System Permit or "NPDES Permit"* means the permit(s) issued by the State of Colorado authorizing the Town to discharge to waters of the United States under the Act, and includes, as may be amended from time to time, CO-0021156 and CO-0047058.

(17) *Natural outlet* means any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake or other body of surface or ground water.

(18) *May* is permissive (see *shall*).

(19) *Pass Through* means a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Town's NPDES permit, including an increase in the magnitude or duration of a violation.

(20) *Person* means any individual, firm, company, association, society, corporation or group, and includes industrial users.

(21) *pH* means the logarithm of the reciprocal of the hydrogen ion concentration. The concentration is the weight of hydrogen ions, in grams, per liter of solution. Neutral water, for example, has a pH value of seven (7) and hydrogen ion concentration of 10^{-7} .

(22) *Pollutant* means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, flow, TSS, turbidity, color, BOD, COD, toxicity, or odor).

(23) *Pretreatment* means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutants in wastewater prior to, or in lieu of, a discharge of such pollutants into the POTW. This reduction or alteration may be obtained by physical, chemical, or biological processes, by process changes or by other means, except by diluting the concentration of the pollutants, unless otherwise allowed by law or by the Superintendent.

(24) *Publicly Owned Treatment Works or POTW* means the treatment works, as defined by Section 212 of the Act (33 U.S.C. section 1292), that are owned by the Town. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances that convey wastewater to the POTW Treatment Plant.

(25) *POTW Treatment Plant* means that portion of the POTW which is designed to provide treatment (including recycling and reclamation) of municipal sewage and industrial waste and includes, as may be amended from time to time, the Johnstown Central Wastewater Treatment Facility and the Low Point Wastewater Treatment Plant.

(26) *Public sewer* means a common sewer controlled by a governmental agency or public utility.

(27) *Sanitary sewer* means a sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with minor quantities of ground, storm and surface waters that are not admitted intentionally.

(28) *Sewage* is the spent water of a community, and typically refers to water containing human excrement and gray water (as from showers, baths, dishwashing operations, sinks, washing machines). The preferred term is *wastewater*.

(29) *Sewer* means a pipe or conduit that carries wastewater.

(30) *Shall* is mandatory (see *may*).

(31) *Slug discharge* means any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four-hour concentration or flows during normal operation that adversely affect the collection system and/or performance of the wastewater treatment works. Slug discharge includes any discharge of a non-routine, episodic nature, such as an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the Town's NPDES Permit, the POTW's regulations, local limits or pretreatment requirements.

(32) *Storm drain* (sometimes termed *storm sewer*) means a drain or sewer for conveying water, ground water, subsurface water or unpolluted water in any source.

(33) *Superintendent* means the superintendent of wastewater facilities, of wastewater treatment works, and/or of water pollution control of the Town or his or her authorized deputy, agent or representative. If the Town does not have a designated Superintendent, the Town Manager may assume the role thereof or delegate the administration of this Article or any part of it, subject to the limitations of the Johnstown Municipal Code, to duly qualified employees or agents of the Town.

(34) *Total Suspended Solids (TSS) or Suspended Solids (SS)* means suspended matter that either floats on the surface of or is in suspension in water, wastewater or other liquids, and is removable by laboratory filtering as prescribed in *Standard Methods for the Examination of Water and Wastewater*.

(35) *Town* means the Town of Johnstown.

(36) *Unpolluted water* is water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards

(37) *Wastewater* means the liquid and water-carried pollutants from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW. It may be a combination of the liquid and water-carried waste together with any ground water, surface water and storm water that may be present.

(38) *Wastewater treatment works* means an arrangement of devices and structures for treating wastewater, industrial wastes and sludge. Sometimes used as synonymous with waste treatment plant or wastewater treatment plant or water pollution control plant or POTW.

(39) *Watercourse* means a natural or artificial channel for the passage of water either continuously or intermittently.

Sec. 13-12. Use of public sewers required.

(a) It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the Town, or in any area under the jurisdiction of the Town, any human or animal excrement, garbage or other objectionable waste.

(b) It shall be unlawful to discharge to any natural outlet within the Town, or in any area under the jurisdiction of the Town, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this Article.

(c) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of wastewater.

(d) The owners of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes situated within the Town and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary or combined sewer, are hereby required, at the owners' expense, to install suitable toilet facilities therein, and to promptly connect such facilities directly with the proper public sewer in accordance with the provisions of this Article, provided that the public sewer is within three hundred (300) feet of the property line.

Sec. 13-13. Private wastewater disposal.

(a) Where a public sanitary or combined sewer is not available under the provisions of Section 13-12(d), the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this Section.

(b) Before commencement of construction of a private wastewater disposal system, the owner shall first obtain a written permit signed by the Superintendent. The application for such permit shall be made on a form furnished by the Town, which shall be supplemented by any plans, specifications and other information as deemed necessary by the Superintendent. The applicant shall also pay a permit and inspection fee to the Town at the time the application is filed. The amount of the permit and inspection fee shall be set by resolution of Town Council.

(c) A permit for a private wastewater disposal system shall not become effective until the installation is completed to the satisfaction of the Superintendent. The Superintendent shall be allowed to inspect the work at any stage of construction, and, in any event, the applicant for the permit shall notify the Superintendent when the work is ready for final inspection and before any underground portions are covered. The inspection shall be made within two business days of the receipt of notice by the Superintendent.

(d) The type, capacities, location and layout of a private wastewater disposal system shall comply with all recommendations of the Colorado Department of Public Health and Environment. No permit shall be issued for any private wastewater disposal system employing subsurface soil absorption facilities where the area of the lot is less than forty-three thousand five hundred sixty (43,560) square feet. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

(e) At such time as a public sewer becomes available to a property served by a private wastewater disposal system, as provided in Section 13-12(d), a direct connection shall be made to the public sewer within thirty (30) days in compliance with this Article, and any septic tanks, cesspools and similar private wastewater disposal facilities shall be cleaned of sludge and filled with suitable material.

(f) The owners shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times, at no expense to the Town.

(g) No statement contained in this Section shall be construed to interfere with any additional requirements that may be imposed by the Superintendent or the Colorado Department of Public Health and Environment.

Sec. 13-14. Sanitary sewers, building sewers and connections.

(a) No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Superintendent.

(b) There shall be two (2) classes of building sewer permits: (1) for residential and commercial service, and (2) for service to establishments producing industrial wastes. In either case, the owner or his or her agent shall make application on a special form furnished by the Town. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the Superintendent and, for industrial users, shall include the information required by Section 13-15(l) and any additional information required by the Superintendent. The applicant shall also pay a permit and inspection fee to the Town at the time the application is filed. The amount of the permit and inspection fee shall be set by resolution of Town Council.

(c) All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the Town from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

(d) A separate and independent building sewer shall be provided for every building; except where one (1) building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one (1) building sewer, but the Town does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned.

(e) Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Superintendent, to meet all requirements of this Article.

(f) The size, slope, alignment and materials of construction of all sanitary sewers including building sewers, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the Town. In the absence of suitable code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM International Standards and WPCF Manual of Practice No. 9 shall apply.

(g) Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

(h) No person shall make connection of roof downspouts, foundation drains, areaway drains or other sources of surface runoff or ground water to a building drain which in turn is connected directly or indirectly to a public sanitary sewer unless such connection is approved by the Superintendent for purposes of disposal of polluted surface drainage.

(i) The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing codes or other applicable rules and regulations or the procedures set forth in

appropriate specifications of the ASTM International Standards and the WPCF Manual of Practice No. 9. All such connections shall be made gas-tight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the Superintendent before installation.

(j) The applicant for the building sewer permit shall notify the Superintendent when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the Superintendent or his or her representative.

(k) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be promptly restored in a manner satisfactory to the Town.

Sec. 13-15. Use of the public sewers.

(a) No person shall discharge or cause to be discharged any unpolluted waters such as storm water, surface water, ground water, roof runoff, subsurface drainage or cooling water to any sewer; however, storm water runoff from limited areas, which storm water may be polluted at times, may be discharged to the sanitary sewer by permission of the Superintendent.

(b) Storm water other than that exempted under Subsection (a) above and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers or to a natural outlet approved by the Superintendent and other regulatory agencies. Unpolluted industrial cooling water or unpolluted process waters may be discharged, on approval of the Superintendent, to a storm sewer, combined sewer or natural outlet.

(c) No person shall discharge or cause to be discharged any of the following described water or wastes to any public sewers:

(1) Petroleum oil, nonbiodegradable cutting oil or products of mineral oil origin in amounts that will cause interference or pass through;

(2) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR 261.21;

(3) Wastewater having a pH less than five and one-half (5½) or otherwise causing corrosive structural damage to the POTW or equipment;

(4) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;

(5) Heat in amounts which will inhibit biological activity in the POTW resulting in interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40 °C (104 °F) unless the Superintendent approves alternate temperature limits;

(6) Pollutants which result in the presence of toxic gases, vapors or fumes within the POTW in a quantity that may cause acute worker health and safety problems;

(7) Trucked or hauled pollutants except in manner consistent with Subsection (m) below; and

(8) Solids or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the POTW such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair, fleshings, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

(d) The following described substances, materials, water or waste shall be limited in discharges to concentrations or quantities which will not harm the POTW, the sewers, the wastewater treatment process or equipment, will not have an adverse effect on the receiving stream and will not otherwise endanger lives, limb, public property or constitute a nuisance. The Superintendent may set limitations lower than the limitations established in the regulations below if, in his or her opinion, such more severe limitations are necessary to meet the above objectives. In forming his or her opinion as to the acceptability, the Superintendent may consider such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials of construction of the sewers, the wastewater treatment process employed, capacity of the wastewater treatment plant, degree of treatability of the waste in the wastewater treatment plant and other permanent factors. The limitations or restrictions on materials or characteristics of waste or wastewaters discharged to the POTW which shall not be violated without approval of the Superintendent are as follows:

(1) Fats, oils or greases of animal or vegetable origin in concentrations which could cause a problem to the collection system or the POTW (e.g., restricted flow in pipes, sewage backups, lift station operation issues, decreased treatment, etc.);

(2) Any garbage that has not been properly shredded. For purposes of this Subsection, properly shredded garbage means the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half ($\frac{1}{2}$) inch (1.27 centimeters) in any dimension. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers. However, garbage grinders shall only be used to grind small amounts of garbage incidental to cleaning of plates, cookware, etc. and not to dispose of large quantities of waste. Waste must be scraped into a garbage can prior to cleaning;

(3) Any waters or wastes containing iron, chromium, copper, zinc and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater at the POTW Treatment Plant exceeds the limits established by the Superintendent for such materials;

(4) Any waters or wastes containing odor-producing substances exceeding limits which may be established by the Superintendent;

(5) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Superintendent in compliance with applicable state or federal regulations;

(6) Quantities of flow, concentrations of which constitute a slug discharge;

(7) Waters or wastes containing substances which are not amenable to transport, treatment or reduction by the wastewater treatment processes employed or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters;

(8) Any water or wastes which, by interaction with other water or wastes in the public sewer system or POTW, release obnoxious gases, form suspended solids which cause interference with the collection system or create a condition deleterious to structures and treatment processes;

(9) Wastewater which imparts color that cannot be removed by the POTW Treatment Plant, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently impart color to the POTW Treatment Plant's effluent, thereby causing a violation of the Town's NPDES Permit;

(10) Sludges, screenings or other residue from the pretreatment of industrial wastes, unless specifically approved by the Superintendent and otherwise in compliance with the Town's NPDES Permit;

(11) Wastewater causing, alone or in conjunction with other sources, the POTW Treatment Plant's effluent to fail toxicity tests;

(12) Detergents, surface-active agents (surfactants) or other pollutants that might cause excessive foaming in the POTW or receiving waters; and

(13) Wastewater causing a reading on an explosion hazard meter at the point of discharge into the POTW or at any point in the POTW.

The pollutants, substances or wastewater prohibited by this Subsection 13-15(d) shall not be processed or stored in such a manner that they could or will be discharged to the POTW.

(e) If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in Subsection (d) of this Section, and which, in the judgment of the Superintendent, may have a delirious effect upon the POTW, processes, equipment or receiving waters or which otherwise create hazard to life or constitute a public nuisance, the Superintendent may:

(1) Reject the wastes;

(2) Require pretreatment to an acceptable condition for discharge to the public sewers; or

(3) Require payment of the added cost of handling and treating the wastes not otherwise covered by existing taxes or sewer charges under the provisions of this Article.

(f) When considering the above alternatives, the Superintendent shall give consideration to the economic impact of each alternative on the discharger, but, in any event, shall not allow a discharge that has the potential to cause a violation of the Town's NPDES Permit or the law. If the Superintendent permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Superintendent.

(g) No user shall increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment, including pretreatment, to achieve compliance with a discharge limitation unless expressly authorized by law or by the Superintendent. The Superintendent may impose mass limitations on users who are using dilution to meet applicable requirements.

(h) Grease, oil and sand interceptors shall be provided when, in the opinion of the Superintendent, they are necessary for the proper handling of liquid wastes containing floatable fats, oils or greases in excessive amounts as specified in Subsection (d)(1), or any flammable wastes, sand or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Superintendent, and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors, the owner shall be responsible for the proper removal and disposal by appropriate means of the captivated material and shall maintain records of the dates and means of disposal which are subject to review by the Superintendent. Any removal and hauling of the collected materials not performed by the owner's personnel must be performed by currently licensed waste disposal firms.

(i) Where pretreatment or flow-equalizing facilities are provided or required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner or the operator at his or her expense.

(j) When required by the Superintendent, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable structure together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such structures, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Superintendent. The structure shall be installed by the owner at his or her expense, and shall be maintained by him or her so as to be safe and accessible at all times.

(k) The Superintendent may require the user of sewer services to provide information needed to determine compliance with this Article. The requirements may include, but are not limited to:

- (1) Wastewater discharge peak rate and volume over a specified time period;
- (2) Chemical analyses of wastewaters;
- (3) Information on raw materials, processes and products affecting wastewater volume and quality;
- (4) Quantity and disposition of specific liquid, sludge, oil, solvent or other materials important to sewer use control;
- (5) A plot plan of sewers of the user's property showing sewer and pretreatment facility location;
- (6) Details of systems to prevent and control the losses of materials through spills to the municipal sewer; and/or
- (7) A wastewater discharge permit application, questionnaire or other reports and notifications in a format and timeframe specified by the Superintendent.

(l) Industrial users.

(1) Mandatory pretreatment requirements. In addition to all other requirements contained in this Article, industrial users shall provide wastewater treatment, as necessary, to comply with the pretreatment standards required by the Town's NPDES Permit and otherwise required by law. The industrial user shall achieve compliance prior to discharge. Any facilities necessary for compliance shall be provided, operated and maintained at the industrial user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Superintendent for review, and shall be acceptable to the Superintendent before such facilities are constructed. Acceptance by the Superintendent of any such facilities shall not be construed as a guarantee or agreement by the Superintendent that such facilities will achieve compliance with this Article. The review of such plans and operating procedures shall in no way relieve the industrial user from the responsibility of modifying such facilities, as necessary, to produce a discharge acceptable to the Superintendent under the provisions of this Article.

(2) Additional pretreatment and monitoring requirements. The Superintendent may, in his or her discretion:

- A. Require an industrial user to restrict its discharge, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate domestic waste streams from non-domestic waste streams or impose such other conditions as may be necessary to protect the POTW and ensure the industrial user's compliance with the requirements of this Article;
- B. Require an industrial user discharging into the POTW to install and maintain, on the user's property and at the owner's or operator's expense, a suitable storage and flow-control facility to ensure equalization of flow;
- C. Require an industrial user discharging into the POTW to install, at the owner's or operator's expense, suitable monitoring facilities or equipment that isolates appropriate wastewater discharges into the wastewater system and facilitates accurate observation, sampling and measurement of discharges. The equipment shall be maintained in proper working order and kept safe and accessible without restriction to POTW personnel at all times. Where practical, the monitoring equipment shall be located and maintained on the industrial user's premises outside of the building; and/or
- D. Require an industrial user with the potential to discharge flammable substances to install and maintain an approved combustible gas detection meter.

(3) Slug discharge control. Facilities to prevent slug discharges shall be provided and maintained at the industrial user's expense. The Superintendent may require industrial users to implement prevention plans to control slug discharges.

(4) Notification. After initial approval, industrial users shall provide the following notifications:

- A. In the case of any discharge, including, but not limited to, spills, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, a slug discharge or a discharge that may cause potential problems for the POTW, the industrial user shall immediately telephone and notify the POTW of the incident. The notification shall include:
1. Name of the facility;
 2. Location of the facility;
 3. Name of the caller;
 4. Date and time of the discharge;
 5. Date and time discharge was halted;
 6. Location of the discharge;
 7. Type of waste;
 8. Estimated volume of the discharge;
 9. Estimated concentration of pollutants in the discharge;
 10. Corrective actions taken to halt the discharge; and
 11. Method of disposal, if applicable.
- B. Within five (5) working days following such discharge under Part A of this Subsection, the industrial user shall, unless waived by the Superintendent in writing, submit a detailed written summary describing the cause(s) of the discharge and measures to be taken by the industrial user to prevent similar future occurrences. Such notification shall not relieve the industrial user of any expense, loss, damage or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to persons or property; nor shall such notification relieve the industrial user of any fines, penalties or other liability which may be imposed pursuant to this Article and applicable regulations.
- C. The industrial user shall notify the Superintendent in advance of any substantial change in the volume or character of pollutants in their discharge and/or of any changes to their facilities affecting the potential for slug discharges and/or accidental release of prohibited discharges.
- D. The industrial user shall notify the Superintendent, the Colorado Department of Public Health and Environment and Region 8 of the Environmental Protection Agency in writing of any discharge into the POTW of any substance which, if otherwise disposed of, would be considered a hazardous waste under 40 CFR section 261. Each industrial user shall notify the POTW in advance of any substantial change to such discharge. The specific information required to be reported and the time frames in which it is to be reported are found at 40 CFR section 403.12(p).

(5) Recordkeeping. Industrial users shall retain all records related to discharges for a minimum period of three (3) years. The records shall be made immediately available upon request of the Superintendent at any time during the three (3) year period or so long as actually retained.

(6) Time for Compliance. All existing industrial users shall come into compliance with the terms of this Article upon the effective date.

(m) Trucked or hauled waste. The Superintendent may regulate trucked and hauled waste to ensure that persons are complying with the terms of this Article and that the Town is acting in compliance with its NPDES Permit.

(n) RV disposal stations. The Superintendent may allow recreational vehicle (“RV”) disposal sites in the service area if the quality or quantity of the RV waste does not adversely impact the POTW. The Superintendent may require RV disposal sites in the service area to ensure adequate controlled access to its disposal site including locked access, sign-in records for persons discharging from the RV, record keeping by the RV disposal site and other information deemed appropriate.

(o) All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this Article shall be determined in accordance with the latest edition of *Standard Methods for the Examination of Water and Wastewater*, published by the American Public Health Association, and/or per EPA approved methods, as referenced in 40 CFR Part 136. Sampling methods, location, times, durations and frequencies are to be determined on an individual basis subject to approval by the Superintendent.

(p) No statement contained in this Section shall be construed as preventing any special agreement or arrangement between the Town and any person relating to an industrial concern whereby an industrial waste of unusual strength or character may be accepted by the Town for treatment, except that no such agreement shall be permitted which violates Subsection (c) of this Section or causes or may cause the Town to violate its NPDES Permit or the law.

Sec. 13-16. Powers and authority of inspectors.

(a) The Superintendent and other duly authorized employees of the Town bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling and testing pertinent to discharge to the POTW system in accordance with the provisions of this Article.

(b) The Superintendent and other duly authorized employees are authorized to obtain information concerning industrial processes which have a direct bearing on the kind and source of discharge to the POTW. All records, reports, data or other information supplied by any person as a result of any disclosure required by this Article or information and data from inspections shall be available for public inspection except as otherwise provided in this Section, 40 CFR Section 403.14 or Colorado law. These provisions shall not be applicable to any information designated as a trade secret by the person supplying such information. Materials designated as a trade secret may include, but shall not be limited to: processes, operations, style of work or apparatus or confidential commercial or statistical data. Any information and data submitted which is desired to be considered a trade secret shall have the words, “Confidential Business Information,” stamped on each page containing such information. The person must demonstrate to the satisfaction of the Superintendent and the Town Manager that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets.

Information designated as a trade secret pursuant to this Subsection shall remain confidential and shall not be subject to public inspection. Such information shall be available only to officers, employees or authorized representatives of the Town charged with implementing and enforcing the provisions of this Article and properly identified representatives of the Environmental Protection Agency and or the

Colorado Department of Public Health and Environment. Effluent data obtained by self-monitoring, monitoring by the POTW or monitoring by any state or federal agency shall not be considered a trade secret or otherwise confidential. All such effluent data shall be available for public inspection.

(c) While performing the necessary work on private properties referred to in Subsection (a) above, the Superintendent or duly authorized employees shall observe all safety rules applicable to the premises established by the company and otherwise required by law.

(d) The Superintendent and other duly authorized employees of the Town bearing proper credentials and identification shall be permitted to enter all private properties through which the Town holds an easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the wastewater facilities lying within the easement. All entry and subsequent work, if any, on the easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

Sec. 13-17. Abandonment of connection.

No person shall abandon any building connection without first obtaining a written permit therefor. Such building connection shall be abandoned and effectively sealed as appropriate to the material of the building lead, subject to approval by the Superintendent.

Sec. 13-18. Interference with Town employees prohibited; digging up streets for purposes of sewer connections; destroying facilities.

(a) No person shall in any way interfere with the Town employees in any discharge of their duties with respect to the POTW.

(b) No person shall dig up or cause to be dug up any street or alley in the Town for the purpose of connecting with the sewer system, without first obtaining a permit, and no person having a permit shall dig up any portion of any street or alley for the purpose of connecting with the sewer system of the Town and fail or neglect to replace the street or alley to its original condition.

(c) No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the POTW.

(d) Any person violating these provisions may be subject to immediate arrest under charge of disorderly conduct and may be subject to any other recourse permitted under this Article, the Johnstown Municipal Code or the law.

Sec. 13-19. Administrative Enforcement.

(a) Notice of Violation. When the Superintendent finds that a person has violated, or continues to violate, any provision of this Article, the Town's NPDES Permit or any other order under this Article, the Superintendent may serve upon such person a written notice of violation. Within five (5) business days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to Superintendent. Submission of such a plan in no way relieves the person of liability for any violations occurring before or after receipt of the notice of violation. If the plan for correction submitted by the person is not satisfactory to the

Superintendent, the Superintendent may take further action. Nothing in this Subsection shall limit the authority of the Superintendent to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

(b) Suspension of Service.

(1) Suspension of Service with Notice. The Superintendent may suspend wastewater treatment service in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment, which causes or may imminently cause pass through, interference or the violation of the Town's NPDES Permit or which results or may imminently result in a violation of any other provision of this Article. -- Any person notified of a suspension of wastewater treatment service shall immediately stop or eliminate the discharge. In the event of a failure of the person to comply voluntarily with the suspension order, the Superintendent may take such steps as deemed necessary including immediate physical severance of the sewer connection, to prevent or minimize damage to the POTW or endangerment to individuals or the environment

(2) Emergency Suspension. The Superintendent may, without prior notice of hearing, order wastewater treatment services suspended or physically sever a sewer connection if an actual or proposed discharge immediately and substantially endangers public health, safety or welfare, or the environment, or may likely cause the Town to violate any condition of its NPDES Permit or the law. Any such emergency suspension order shall become effective immediately, and any person notified of such suspension shall immediately stop or eliminate all discharge of industrial waste. In such emergency situations, the Town is authorized to prevent or minimize danger or property damage.

(c) Administrative Orders and Penalties.

(1) Administrative Orders. When the Superintendent finds that a person has violated, or continues to violate, any provision of this Article, the Town's NPDES Permit or any other order under this Article, the Superintendent may issue an order to the person responsible for the discharge directing that such person immediately, or within a time specified by the Superintendent, come into compliance. If the person does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders may also contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance otherwise required by the provisions of this Article or required to ensure that the Town remains in compliance with the NPDES Permit, nor does a compliance order relieve the person of liability for any violation, including any continuing violation during the time it takes the person to come into compliance. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the person.

(2) Administrative Penalties. When the Superintendent finds that a person has violated, or continues to violate, any provision of this Article, the Town's NPDES Permit or any other order under this Article, the Superintendent may fine such person in an amount not to exceed

the amount set forth in Section 1-62 of the Johnstown Municipal Code. Such fines shall be assessed on a per-violation, per day basis. The Superintendent may, in addition to fines, collect charges to pay for damage to the POTW, fines issued to the POTW as a result of such person's noncompliance and any other costs incurred by the Town or the POTW as a result of such person's noncompliance. A lien against the person's property may be sought for unpaid charges, fines, and penalties. The issuance of an administrative fine shall not be a bar against, or prerequisite for, taking any other action against the person.

(d) Appeal of Administrative Orders or Penalties.

(1) Petition. A person who disputes an administrative order or administrative penalty may petition for a hearing on a revision or modification thereof. The petition shall be in writing, filed with the Town Clerk and contain facts in support of the position alleged therein. The petition shall be submitted under oath in writing or orally at the duly scheduled hearing. A person may only file one petition in connection with a particular dispute, except upon a showing of changed circumstances sufficient to justify the filing of an additional petition.

(2) Hearing. The Town Manager may hold a hearing on the petition or may designate another person as a hearing officer with authority to hold such hearing. The hearing shall be held within a reasonable time after the filing of a petition at the Town Hall or other place as designated by the hearing officer, and notice thereof and the proceedings shall otherwise be in accordance with the rules and regulations issued by the Town. The petitioner shall have the burden of proof.

(3) Final Order. Within ten (10) days of a hearing, the hearing officer shall make written findings of fact and conclusions based upon all relevant information contained in the petition and presented at the hearing. The hearing officer's determination shall be considered a final order, which may, within five (5) days of its issuance, be appealed to the Town Council.

(4) Appeal to Town Council. An appeal to the Town Council shall be in writing, filed with the Town Clerk and allege with particularity the errors and omissions contained in the final order. The appellant shall, at that time of making such appeal, pay to the Town Treasurer a docket fee in the amount of fifty dollars (\$50.00). Written notice of the hearing shall be given to all parties concerned at least five (5) days prior to the hearing. The appellant shall have the burden of proof on appeal. Within thirty (30) days of the hearing, the Town Council shall make its final determination and affirm, modify or reverse the final order.

(5) Service. Service by certified mail, return receipt requested, shall be conclusive evidence of service for the purpose of this Article.

(6) Limitation. Notwithstanding the right to appeal, the Superintendent may take any action deemed necessary during the pendency of the appeal to allow the Town to remain in compliance with the Town's NPDES Permit, to prevent or mitigate damage to the POTW and to protect the health, safety, or welfare of the public, including, but not limited to, discontinuing wastewater treatment services or physically severing of the sewer connection.

Sec. 13-20. Judicial Enforcement.

(a) Injunctive Relief. When the Superintendent finds that a person has violated, or continues to violate, any provision of this Article, the Town's NPDES Permit or any other order under this Article, the Town Manager may petition the District Court of Weld or Larimer County for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of an administrative order issued hereunder or any other requirement imposed by this Article, by the Town's NPDES Permit or by law. The Town Manager may also seek such other action as is appropriate, including pursuing legal recourse to require the person in violation to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against such person.

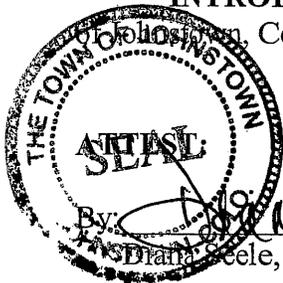
(b) Action at Law. When the Superintendent finds that a person has violated, or continues to violate, any provision of this Article, the Town's NPDES Permit or any other order under this Article, the Town Manager may commence an action at law in the District Court of Weld or Larimer County. An action at law shall not be a bar against, or a prerequisite for, taking any other action against such person.

(c) Municipal Court. Without limitation to other potential remedies, when the Superintendent finds that a person has violated, or continues to violate, any provision of this Article, the Town's NPDES Permit or any other order under this Article, the Town Manager may direct that the person be served a summons and issued a citation into the Johnstown Municipal Court and be subject to the penalties set forth in Section 1-62 of the Johnstown Municipal Code.

Section 2. Repeal. Section 13-28 of Article II, Chapter 13 of the Johnstown Municipal Code is hereby repealed.

Section 3. Publication and Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 19th day of December, 2016.



By: [Signature]
Marianne Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: [Signature]
Scott James, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ___ day of _____, 2016.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Scott James, Mayor

AGENDA ITEM 9A

**DESIGNATION
OF
PUBLIC
POSTING AREAS**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 18, 2017

ITEM NUMBER: 9A

SUBJECT: Consider Designation of Public Notice Posting Areas

ACTION PROPOSED: Designate Public Notice Posting Areas

PRESENTED BY: Town Clerk

AGENDA ITEM DESCRIPTION:

Colorado Revised Statutes (C.R.S.) 24-6-402 (c) (Meetings-Open to Public) states, in part the following:

"Any meeting at which the adoption of any proposed policy, position, resolution, regulation or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to holding the meeting.

The public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year."

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

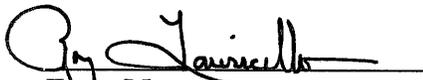
RECOMMENDED ACTION: Designate front entryway of Johnstown Town Hall as a public notice posting area.

SUGGESTED MOTIONS:

For Approval: I move to designate the front entryway of Johnstown Town Hall as a public notice posting area.

For Denial:

Reviewed:


Town Manager

AGENDA ITEM 9B

3.2%

BEER/RETAIL LICENSE

(Off Premises)

(Loaf N' Jug #12)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 18, 2017

ITEM NUMBER: 9B

SUBJECT: Consider Loaf N' Jug #12, 3.2% Beer Retail License (Off Premises) Renewal

ACTION PROPOSED: Approve License Renewal

PRESENTED BY: Town Clerk

AGENDA ITEM DESCRIPTION: Ms. Catherine Connley, operating manager of the Loaf N' Jug has submitted a renewal application to the Town Clerk for a 3.2% Beer Retail License (Off Premises) for Loaf N' Jug #12 located at 67 Center Court, Johnstown, CO 80534. The required fees have been submitted to the Town. According to the Johnstown Police Department, the establishment has cooperated with law enforcement officials and there have been no violations of the liquor code during the last licensing period (refer to attachment).

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

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve the 3.2% Beer Retail License (Off Premises) renewal for Loaf N' Jug #12.

SUGGESTED MOTIONS:

For Approval: I move to approve the 3.2% Beer Retail License (Off Premises) renewal for Loaf N' Jug #12.

For Denial: I move to deny approval of the 3.2% Beer Retail License (Off Premises) renewal for Loaf N' Jug #12.

Reviewed:


Town Manager

**RENEWAL
APPLICATION**

**RETAIL LIQUOR OR 3.2 BEER
 LICENSE RENEWAL APPLICATION**

LOAF N JUG #12
 PO BOX 305103
 NASHVILLE TN 37230-5103

City

Fees Due	
Renewal Fee	\$96.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name MINI MART INC		DBA LOAF N JUG #12		
Liquor License # 03279430129	License Type 3.2% Beer Off Premises (city)	Sales Tax License # 03279430129	Expiration Date 02/28/2017	Due Date 01/14/2017
Operating Manager Cathryn Conlay	Date of Birth 9/5/74	Home Address P.O. Box 681 Wellington, 80549		
Manager Phone Number 970-631-6905	Email Address business.license@kroger.com			
Street Address 67 CENTER COURT JOHNSTOWN CO 80534				Phone Number 7199483071
Mailing Address PO BOX 305103 NASHVILLE TN 37230-5103				

- Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease 3/31/35
- Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO

AFFIRMATION & CONSENT
 I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business ARTHUR STAWSKI, SR.	Title PRESIDENT
Signature 	Date 11/9/16

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For	Date
Signature	Title
	Attest

Mini Mart, Inc. Corporate Officers & Directors

Name	DOB	Address	Phone	Position	SS#	Have you been convicted of a Violation Relatin to	
						Have you been convicted of a Felony Violation	Alcoholic Liquor or Malt Beverages
Arthur J. Stawski	11/10/1963	49 Psada Dr. Pueblo, CO 81005	719-948-3071	Presldent	438-06-7268	No	No
Christine S. Wheatley	2/27/1961	225 Lafayette Circle Cincinnati, OH 45220	513-795-4425	Vice President & Secretary	161-56-7681	No	No
Todd A. Foley	8/6/1969	5458 Little Turtle Drive South Lebanon, OH 45065	513-762-4911	Vice President	296-82-4807	No	No
Andrew J. Krance	3/31/1958	427 South Pln High Drive Pueblo West, CO 81007	719-948-3071	Vice President	502-84-8094	No	No
Gerald P. Erickson	8/3/1971	1153 West Bella Casa Dr. Pueblo West, CO 81007	719-948-3071	Vice President	523-43-5457	No	No
Michael Gerwert	7/26/1969	209 Carey Place Hutchinson, KS 67502	620-694-5111	Vice President	511-86-4286	No	No
Rick J. Landrum	8/11/1964	5110 Mulrwoods Court Cincinnati, OH 45242	513-762-4231	Vice President	281-76-0893	No	No
Jeffery A. Parker	11/6/1970	587 Norodyke Rd. Cincinnati, OH 45255	516-762-1278	Vice President	464-83-0762	No	No
James M. Shlner	7/1/1947	908 Alexander Circle Pueblo, CO 81001	719-948-3071	Treasurer & Asst. Secretary	521-64-2502	No	No
Dorothy D. Roberts	6/21/1964	2803 Parkwalk Drive Cincinnati, OH 45239	513-662-2332	Asslstant Secretary	294-76-4249	No	No
Joseph W. Bradley	11/1/1961	1165 Abbott Road Batavia, OH 45103	513-762-4654	Asslstant Treasurer	218-74-6367	No	No

Tobacco and Alcohol Violations

Store #	Address	Date	Type of violation	State	Result
125	714 S. Fourth, Douglas WY	3/2/2013	Tobacco	WY	Warning
127	59 S. Curtis, Evansville WY	3/27/2013	Tobacco	WY	Warning
192	3920 East 12th, Cheyenne WY	4/8/2013	Tobacco	WY	Warning
115	820 Randall Ave, Cheyenne WY	4/11/2013	Tobacco	WY	Warning
90	26067 Conifer Rd, Conifer CO	6/18/2013	Alcohol	CO	Two days active suspension, 7 days held in abeyance, no fine.
124	902 West Spruce, Rawlins WY	6/21/2013	Tobacco	WY	Warning
47	0112 Fairgrounds Rd, Eagle CO	6/26/2013	Alcohol	CO	15 Day Suspension 10 days held in abeyance, 5 days stayed in return for payment.
869	2441 West Victory Way, Craig CO	6/27/2013	Tobacco	CO	Written Warning
848	1201 Main Street, Windsor CO	10/17/2013	Alcohol	CO	7 Day suspension. 2 Days of active suspension and 5 days held in abeyance.
86	2810 Troy Ave, Pueblo, Co 81001	1/2/2014	Tobacco	CO	Warning
93	905 W. Hwy 50, Pueblo, Co 81008	1/16/2014	Tobacco	CO	USDA/ No Penalty
729	1910 West Main	1/18/2014	Alcohol	MT	Monetary fine paid/No suspension
687	1201 N. University Fargo, ND 58102	5/21/2014	Tobacco	ND	12 month probation.
19	150 W. Drake Road Ft. Collins Co 80525	8/5/2014	Tobacco	CO	Written Warning
848	1201 Main Street, Windsor CO	10/10/2014	Alcohol	CO	15 Day Suspension and \$2000 fine
671	409 4th Avenue Minot ND 58701	10/16/2014	Tobacco	ND	Pending
445	813 N. Main Spearfish SD 57783	12/8/2014	Alcohol	SD	Fine \$500.00
68	109 West 4th Street Hugo, Co 80821	12/22/2014	Tobacco	CO	Warning
115	820 Randall Ave, Cheyenne WY	1/7/2015	Tobacco	WY	Warning
78	2120 Oakshire Lane Pueblo Co 81001	1/27/2015	Tobacco	CO	Fine \$50.00
149	401 S. Douglas Hwy Gillette WY 82716	2/8/2015	Tobacco	WY	Warning
127	59 S. Curtis, Evansville WY	3/14/2015	Tobacco	WY	Warning
153	895 Uinta Dr Green River WY	3/16/2015	Tobacco/FDA	WY	Warning
153	895 Uinta Dr Green River WY	4/21/2015	Tobacco/City	WY	Warning
27	1262 S. 2nd St Raton NM	6/10/2015	Liquor/City	NM	\$1000.00 Fine and 1 Day Suspension
174	750 S. Hwy 89 Jackson, WY	7/23/2015	Tobacco/FDA	WY	Warning
85	136 South Purcell BLVD Pueblo, Co 81007	7/23/2015	Alcohol/State	CO	\$200 fine/ 5 day suspension held in abeyance
7	9028 S. Woodman Way, Parker Co 80134	11/7/2015	Tobacco/FDA	CO	Warning
804	555 Marketplace Plaza, Steamboat Springs, CO 80488	12/3/2015	Liquor/State	CO	\$200 fine/ 5 day suspension held in abeyance
136	397 West Broadway, Jackson WY 83001	12/15/2015	Tobacco/FDA	WY	Warning
152	1325 Bridger, Green River, WY 82935	1/21/2016	Tobacco/FDA	WY	Warning
118	1922 E. Lincolnway, Cheyenne, WY 82001	2/27/2016	Tobacco/FDA	WY	Warning
444	1627 Mt. Rushmore Rd, Rapid City SD	3/12/2016	Tobacco/FDA	SD	Warning
151	2558 Foothills Blvd. Rock Springs WY 82901	3/14/2016	Tobacco/FDA	WY	Warning
850	1001 39th Avenue, Greeley, CO 80634	3/17/2016	Tobacco/FDA	CO	Warning
36	710 Cheyenne Meadows Rd, Colorado Springs, CO 80906	3/19/2016	Alcohol/State	CO	\$200 fine/ 5 day suspension held in abeyance
122	818 South 3rd, Laramie WY 82070	3/23/2016	Tobacco/FDA	WY	Warning
801	1499 S. Colorado Blvd. Denver, CO 80222	3/24/2016	Tobacco/City	Co	Associate Summons
685	2835 N. Washington St. Bismark, ND	3/24/2016	Tobacco/FDA	ND	Warning
42	1930 S. Academy Blvd. C/S CO 80916	3/24/2016	City/Alcohol	CO	Written Warning
443	3106 West Main Street Rapid City, SD 57702	3/25/2016	Tobacco/FDA	SD	Written Warning
869	2441 West Victory Way, Craig CO	4/2/2016	Tobacco/FDA	CO	Written Warning
47	0112 Fairgrounds Rd, Eagle CO	4/12/2016	Tobacco/State	Co	Written Warning
804	555 Marketplace Plaza, Steamboat Springs, CO 80488	8/17/2016	Tobacco/State	CO	Written Warning
449	437 N. Ellsworth Rd Box Elder SD 57719	7/16/2016	Tobacco/State	SD	Written Warning/Retrain
105	1900 East Second Casper WY 82601	6/21/2016	Tobacco/State	WY	Written Warning
102	933 North Center Casper WY 82601	6/21/2016	Tobacco/State	WY	Written Warning
80	102 S. Sante Fe Fountain, Co 80817	5/5/2016	Tobacco/State	Co	Associate Summons
60	440 N. Park Breckenridge, Co 80424	5/27/2016	Alcohol/State	Co	\$200 fine/ 5 day suspension held in abeyance
53	6695 Galley Rd Colorado Springs CO 80915	5/27/2016	Alcohol/State	Co	\$200 fine/ 5 day suspension held in abeyance

Mini Mart, Inc DBA Loaf N Jug Store listing. All Store have a Retail Liquor License per their respective jurisdictions.

Store Generated ID	Company Code	Division Code	Store Code	Store Address	City Name	County Name	State Code	Zip
170701	LOAFNJUG	673	67300000	442 Keeler Pkwy.	Pueblo		CO	81008
170531	LOAFNJUG	673	67300001	Second and Cranston A	Fowler	Otero	CO	81039
170532	LOAFNJUG	673	67300002	2050 Lake Ave	Pueblo	Pueblo	CO	81004
170533	LOAFNJUG	673	67300003	200 Main Street	Walsenburg	Huerfano	CO	81089
170535	LOAFNJUG	673	67300005	1101 N. Main Street	Springfield	Baca	CO	81073
170536	LOAFNJUG	673	67300006	4770 Drennan Road	Colorado Springs	El Paso	CO	80916
170537	LOAFNJUG	673	67300007	9028 South Woodman V	Parker	Douglas	CO	80134
170538	LOAFNJUG	673	67300008	2610 Santa Fe Drive	Pueblo	Pueblo	CO	81006
170539	LOAFNJUG	673	67300009	610 Hwy 24	Buena Vista	Chaffee	CO	81211
170540	LOAFNJUG	673	67300010	102 Hwy 160 East	Alamosa	Alamosa	CO	81101
170541	LOAFNJUG	673	67300011	4901 North Castleton D	Castle Rock	Douglas	CO	80109
170542	LOAFNJUG	673	67300012	67 Gateway Drive	Berthoud	Weld	CO	80513
170543	LOAFNJUG	673	67300013	918 W. 3rd Street	La Junta	Otero	CO	81050
170544	LOAFNJUG	673	67300014	1201 Pueblo Blvd	Pueblo	Pueblo	CO	81005
170545	LOAFNJUG	673	67300015	243 Hwy 50 East	Avondale	Pueblo	CO	81022
170546	LOAFNJUG	673	67300016	101 N. Main Street	La Junta	Otero	CO	81050
170547	LOAFNJUG	673	67300018	19853 E Smoky Hill Rd	Centennial	Arapahoe	CO	80015
170548	LOAFNJUG	673	67300019	150 W. Drake	Fort Collins	Larimer	CO	80524
170549	LOAFNJUG	673	67300020	5091 S Jellison Way	Littleton	Jefferson	CO	80123
170550	LOAFNJUG	673	67300022	5950 S. Holly Street	Greenwood Village	Arapahoe	CO	80111
170551	LOAFNJUG	673	67300024	4401 Hwy 165	Colorado City	Pueblo	CO	81019
170552	LOAFNJUG	673	67300025	4800 Thatcher	Pueblo	Pueblo	CO	81005
170553	LOAFNJUG	673	67300026	260 E. Hwy 24	Woodland Park	Teller	CO	80866
170555	LOAFNJUG	673	67300028	120 S. Santa Fe	Pueblo	Pueblo	CO	81003
170556	LOAFNJUG	673	67300033	2802 Pikes Peak	Colorado Springs	El Paso	CO	80909
170557	LOAFNJUG	673	67300034	33 Montebello	Pueblo	Pueblo	CO	81001
170558	LOAFNJUG	673	67300035	36031 Hwy 50 East	Pueblo	Pueblo	CO	81006
170559	LOAFNJUG	673	67300036	710 Cheyenne Meadow	Colorado Springs	El Paso	CO	80906
170560	LOAFNJUG	673	67300037	3980 Ivywood	Pueblo	Pueblo	CO	81005
170561	LOAFNJUG	673	67300038	1002 Bonforte Blvd	Pueblo	Pueblo	CO	81001
170562	LOAFNJUG	673	67300039	2505 S. Chelton	Colorado Springs	El Paso	CO	80916
170563	LOAFNJUG	673	67300040	4335 Airport Road	Colorado Springs	El Paso	CO	80916
170564	LOAFNJUG	673	67300041	6857 Space Village Aven	Colorado Springs	El Paso	CO	80915
170565	LOAFNJUG	673	67300042	1930 S. Academy	Colorado Springs	El Paso	CO	80916
170566	LOAFNJUG	673	67300043	9364 S. Jordan Rd	Parker	Douglas	CO	80134
170567	LOAFNJUG	673	67300045	3705 Drennan Road	Colorado Springs	El Paso	CO	80910
170568	LOAFNJUG	673	67300047	0112 Fairgrounds Road	Eagle	Eagle	CO	81631
170569	LOAFNJUG	673	67300048	201 Main Street	Frisco	Summit	CO	80443
170570	LOAFNJUG	673	67300049	305 N. 10th Street	Rocky Ford	Otero	CO	81067
170571	LOAFNJUG	673	67300050	1025 5th Street	Calhan	El Paso	CO	80808
170572	LOAFNJUG	673	67300052	2405 Northern Ave	Pueblo	Pueblo	CO	81004
170573	LOAFNJUG	673	67300053	6695 Galley Road	Colorado Springs	El Paso	CO	80915
170574	LOAFNJUG	673	67300054	912 Royal Gorge Blvd	Canon City	Fremont	CO	81212
170575	LOAFNJUG	673	67300055	448 Hwy 50 East	Salida	Chaffee	CO	81201
170576	LOAFNJUG	673	67300056	137 Manitou Avenue	Manitou Springs	El Paso	CO	80829
170577	LOAFNJUG	673	67300057	1107 S. Main Street	Lamar	Prowers	CO	81052
170578	LOAFNJUG	673	67300058	300 N. Main Street	Lamar	Prowers	CO	81052
170579	LOAFNJUG	673	67300059	415 Ambassador Thomp	Las Animas	Bent	CO	81054
170580	LOAFNJUG	673	67300060	440 N. Park	Breckenridge	Summit	CO	80424
170581	LOAFNJUG	673	67300061	13854 Gleneagle Drive	Colorado Springs	El Paso	CO	80921
170582	LOAFNJUG	673	67300064	707 Main Street	Limon	Lincoln	CO	80828
170583	LOAFNJUG	673	67300065	2119 E. 4th Street	Pueblo	Pueblo	CO	81001
170584	LOAFNJUG	673	67300066	317 E. High	Flagler	Kit Carson	CO	80815
170585	LOAFNJUG	673	67300067	1525 W. 4th Street	Pueblo	Pueblo	CO	81004
170586	LOAFNJUG	673	67300068	109 W. 4th Street	Hugo	Lincoln	CO	80821
170587	LOAFNJUG	673	67300069	519 W. Hwy 24	Woodland Park	Teller	CO	80866
170588	LOAFNJUG	673	67300070	4001 Jerry Murphy Dr	Pueblo	Pueblo	CO	81001
170589	LOAFNJUG	673	67300071	1201 W. 17th Street	Pueblo	Pueblo	CO	81003
170590	LOAFNJUG	673	67300073	2202 W. 18th Street	Pueblo	Pueblo	CO	81003
170591	LOAFNJUG	673	67300074	31918 Hwy 96 East	Pueblo	Pueblo	CO	81006
170592	LOAFNJUG	673	67300075	1700 Santa Fe Drive	Pueblo	Pueblo	CO	81006
170593	LOAFNJUG	673	67300076	506 E. Main Street	Florence	Fremont	CO	81226
170594	LOAFNJUG	673	67300078	2120 Oakshire Lane	Pueblo	Pueblo	CO	81001
170595	LOAFNJUG	673	67300079	420 Eagleridge Blvd	Pueblo	Pueblo	CO	81008
170596	LOAFNJUG	673	67300080	102 S. Santa Fe Ave	Fountain	El Paso	CO	80817
170597	LOAFNJUG	673	67300081	102 W. Rubey Drive	Golden	Jefferson	CO	80403
170598	LOAFNJUG	673	67300082	14 W. Spaulding	Pueblo West	Pueblo West	CO	81007
170599	LOAFNJUG	673	67300083	700 Warner Drive	Golden	Jefferson	CO	80401

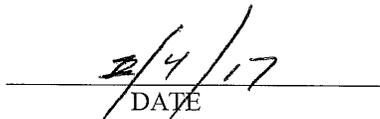
**POLICE
REPORTS**

TOWN OF JOHNSTOWN POLICE DEPARTMENT

Information 3.2% Beer or Liquor Application

- Name and address of Applicant} Loaf N Jug #12
PO Box 05103
Nashville, TN 37230-5103
1. Trade Name and Address} Mini Mart Inc
67 Center Court
Johnstown, CO 80534
2. Date of Application: 11/9/2016
3. Type of Application: 3.2% Beer Off Premises
4. Documents Accompanying Application
A. Local and State License Fees} Submitted with application
B. Evidence of Correct Zoning} CBD
C. Building Plans and or Sketch of Interior} N/A
D. Distance from School as per State} N/A
E. Deed or Lease or Assignment of Lease or Ownership: Rented
5. Evidence of Public Notice
A. Posting of Premises} N/A
B. Legal Publication } N/A
6. Investigation: Police Department Case#}
A. Applicant has made application for renewal of their 3.2% Beer Off Premises License
B. Loaf N Jug #12A has operated legally during its last license period.
C. Cooperation with law enforcement has been good.
8. Findings of fact:
A. Loaf N Jug #12 presently holds license 03279430129 that expires February 28, 2017
B. The required fees were submitted.
C. It is my recommendation that the renewal be approved.


CHIEF OF POLICE


DATE

**JOHNSTOWN POLICE DEPT.
LIQUOR LICENSE RENEWAL INFORMATION SHEET**

APPLICANT: **Loaf N Jug #12**

ADDRESS: **67 Center Court**

TYPE LICENSE: **3.2% Beer Off Premises**

POLICE CALLS FOR SERVICE AT THIS LOCATION:

LIQUOR VIOLATIONS AT THIS LOCATION:

ARRESTS DUE TO ALCOHOL AT THIS LOCATION:

JPD RECOMMENDATION FOR RENEWAL: YES XXX NO _____

REPORTING OFFICER:



DATE:

1/4/17

ADDITIONAL INFORMATION:

0 ATTENDEE'S

AGENDA ITEM 9C

**TAVERN
LIQUOR LICENSE
RENEWAL
(Cassidy's Sports Grill)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 18, 2017

ITEM NUMBER: 9C

SUBJECT: Consider Tavern Liquor License Renewal – Cassidy’s Sports Grill

ACTION PROPOSED: Approve Tavern Liquor License Renewal

PRESENTED BY: Town Clerk

AGENDA ITEM DESCRIPTION: Brian Jones, operating manager of Cassidy’s Sports Grill, has submitted a renewal application to the Town Clerk for a tavern liquor license (malt, vinous, and spirituous) for Cassidy’s Sports Grill located at 15 S. Parish Ave., Johnstown. The required fees have been submitted to the Town. According to the Johnstown Police Department, the establishment has cooperated with law enforcement officials and there have been no violations of the liquor code during the last licensing period (refer to attachment).

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

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

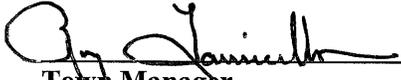
RECOMMENDED ACTION: Approve the tavern liquor license renewal.

SUGGESTED MOTIONS:

For Approval: I move to approve the tavern liquor license renewal for Cassidy’s Sports Grill.

For Denial: I move to deny approval of the tavern liquor license renewal for Cassidy’s Sports Grill.

Reviewed:


Town Manager

**RENEWAL
APPLICATION**

**RETAIL LIQUOR OR 3.2 BEER
 LICENSE RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	300.00

CASSIDY'S SPORTS GRILL
 1903 GREENBRIAR
 JOHNSTOWN CO 80534

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

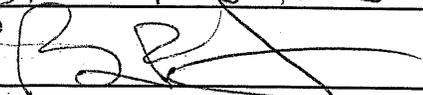
RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name BANDL LLC		DBA CASSIDY'S SPORTS GRILL		
Liquor License # 4702707	License Type Tavern (city)	Sales Tax License # 30261155	Expiration Date 03/27/2017	Due Date 02/10/2017
Operating Manager Brian Jones	Date of Birth 7/16/1966	Home Address 1903 GREENBRIAR CT, JOHNSTOWN, CO		
Manager Phone Number 970-584-4588	Email Address CASSIDYSsportsgrill@yahoo 80534			
Street Address 15-17.5 S PARISH JOHNSTOWN CO 80534				Phone Number
Mailing Address 1903 GREENBRIAR JOHNSTOWN CO 80534				

- Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease **9/1/17**
- Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business Brian K Jones	Title OWNER
Signature 	Date 12/7/2016

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For	Date
Signature	Title
	Attest

**POLICE
REPORTS**

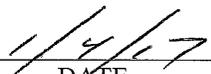
TOWN OF JOHNSTOWN POLICE DEPARTMENT

Information 3.2% Beer or Liquor Application

- Name and address of Applicant} BANDLL, LLC
1903 Greenbriar Court
Johnstown, CO 80534
1. Trade Name and Address} Cassidy's Sports Grill
15 S. Parish
Johnstown, CO 80534
2. Date of Application: 12/7/2016
3. Type of Application: Tavern License
4. Documents Accompanying Application
- A. Local and State License Fees} Submitted with application
 - B. Evidence of Correct Zoning} CBD
 - C. Building Plans and or Sketch of Interior} N/A
 - D. Distance from School as per State} N/A
 - E. Deed or Lease or Assignment of Lease or Ownership} Rented/Owned
5. Evidence of Public Notice
- A. Posting of Premises} N/A
 - B. Legal Publication } N/A
6. Investigation: Police Department Case#}
- A. Applicant has made application for renewal of their Tavern License
 - B. Cassidy's Sports Grill has operated legally during its last license period.
 - C. Cooperation with law enforcement has been good.
8. Findings of fact:
- A. Cassidy's Sports Grill presently holds license 4702707 that expires March 27, 2017
 - B. The required fees were submitted.
 - C. It is my recommendation that the renewal be approved.



CHIEF OF POLICE



DATE

**JOHNSTOWN POLICE DEPT.
LIQUOR LICENSE RENEWAL INFORMATION SHEET**

APPLICANT: **Cassidy's Sports Grill**

ADDRESS **15 S. Parish**

TYPE LICENSE: **Tavern License**

POLICE CALLS FOR SERVICE AT THIS LOCATION:

LIQUOR VIOLATIONS AT THIS LOCATION:

ARRESTS DUE TO ALCOHOL AT THIS LOCATION:

JPD RECOMMENDATION FOR RENEWAL: YES XXX NO _____

REPORTING OFFICER:



DATE: 1/5/17

ADDITIONAL INFORMATION: 0 ATTENDEE'S

AGENDA ITEM 9D

**REQUEST
FOR
EXTENSION**

(Infrastructure Reimbursement Agreement)

(Thompson Crossing District No. 1)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 18, 2017

ITEM NUMBER: 9D

SUBJECT: Request for Extension of the Infrastructure Reimbursement Agreement

ACTION PROPOSED: Consider Request for Extension of the Infrastructure Reimbursement Agreement

PRESENTED BY: Town Attorney and Town Manager

AGENDA ITEM DESCRIPTION: On December 1, 2008, the Town of Johnstown entered into an Infrastructure Reimbursement Agreement (“Agreement”) with Thompson Crossing District No. 1 (“District”). The purpose of the Agreement was to provide reimbursement for the cost of oversizing sewer lines to serve properties outside of the District. Per the agreement, the cost of oversizing the lines was determined to be \$1,190,000. The Town agreed to collect \$4,589 per building permit from benefited properties. *See* Paragraph 3(c). The parties also agreed that funds “from other sources” would be credited to the reimbursable debt. *See* Paragraph 3(d).

The Agreement provides for a ten-year term from the date of completion of the construction and that Town Council, in its discretion, would thereafter consider a five-year extension. *See* Paragraph 4 of the Agreement. Town Code Section 13-92(2) similarly provides that reimbursement agreements shall be for ten-years with an option, at the discretion of Town Council, to extend for additional five year periods as long as the party who seeks the reimbursement makes the request within the initial ten-year period.

The Agreement provides that the District may not recover “more than 100% of the costs of the oversized sewer lines plus applicable interest.” *See* Paragraph 3(b).

The construction was completed on September 24, 2005. On September 15, 2015, Mr. Gary Gerrard submitted a letter requesting an extension of the Agreement. On October 13, 2015, the Town Attorney responded and asked for an accounting of funds received to date to be able to better advise Town Council of the merits of the requested extension.

At the November 21, 2106 meeting, Council unanimously voted to table the request for extension of the Infrastructure Reimbursement Agreement to January 18, 2017.

Copies of the relevant correspondence are attached.

LEGAL ADVICE: The Town Attorney reviewed the request.

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Consider Request for Extension of the Infrastructure Reimbursement Agreement.

SUGGESTED MOTION:

For Approval: I move to approve the request for extension of the infrastructure reimbursement agreement for an additional five-year term and authorize the Town Attorney to prepare an amendment to the agreement.

For Denial: I move to deny approval of the request for extension of the infrastructure reimbursement agreement.

Reviewed:


Town Manager

**INFRASTRUCTURE
REIMBURSEMENT
AGREEMENT**

INFRASTRUCTURE REIMBURSEMENT AGREEMENT

THIS INFRASTRUCTURE REIMBURSEMENT AGREEMENT ("Agreement") is entered into as of this 15th day of December, 2008 by and between **THOMPSON CROSSING METROPOLITAN DISTRICT NO. 1**, a Colorado Special District, hereinafter referred to as "the District," and the **TOWN OF JOHNSTOWN**, a Colorado home rule municipal corporation, hereinafter referred to as "Town." The District and the Town are sometimes collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. The District has constructed and oversized certain sewer lines, the Infrastructure (as hereinafter defined), for the purpose of accommodating new development and connecting to the Town's main sewer lines and systems;

B. The Parties agree that the Town shall require the Benefited Property Owners to reimburse the District for the Benefited Property Owners' proportionate shares of the cost of the Infrastructure, as provided herein;

C. The Parties have agreed to enter this Agreement to set forth their agreement and understanding in regard to the construction of the Infrastructure and reimbursement by the Benefited Property Owners;

D. All conditions for invoking eligibility for reimbursement under the Johnstown Municipal Code, Chapter 13, Article V, Sections 13-91 to 13-94 have been met.

DEFINITIONS

Approved Construction Plans. Engineering drawings reviewed and accepted by the Town Engineer for the construction of the Infrastructure.

Benefited Property Owners. Anyone who applies for a sewer tap that will use the Infrastructure.

Certified Cost of Infrastructure. The cost of the oversized sewer lines (including engineering, legal, administrative and easement costs) which is certified by the District's engineer as reasonable and necessary and reviewed and accepted by the Town's engineer.

Infrastructure. Main sewer lines constructed by the District and transferred to the Town.

Reimbursements. Amounts to be paid by Benefited Property Owners for their proportionate share of the oversized sewer line cost (\$1, 190,000.00) plus interest as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals and Definitions. The foregoing Recitals and Definitions are incorporated into this Agreement as if fully set forth herein.
2. Construction of the Infrastructure. The Infrastructure has already been constructed and the costs are summarized on the attached Exhibit "A."
3. Agreement to Reimburse. The Town agrees to provide a reimbursement procedure under Johnstown Municipal Code, Chapter 13, Article V, Sections 13-91 through 13-94 of the Town of Johnstown Municipal Code to allow the District to recover the Certified Cost of the oversized sewer lines less any amounts otherwise paid to the District from other sources, plus interest from the Benefited Property Owners.

The reimbursement procedure will be as follows:

- a. Johnstown will require a Benefited Property Owner that connects to the Infrastructure to reimburse the District for its proportionate share of the Infrastructure cost. The Reimbursement amount shall be paid at the time of issuance of a building permit. Interest shall apply to the first ten-year period only and not to subsequent periods, and it shall be equal to that of ten-year U.S. treasury bills at the completion of construction as evidenced by the date of final approval by the Town Council. Interest on the Reimbursement amount shall be computed as of September 24, 2005.
- b. The Reimbursements set forth herein shall be made by the Benefited Property Owners to the Town in accordance with the procedures set forth in Johnstown Municipal Code, Chapter 13, Article V, Section 13-93, and remitted to the District in accordance with Johnstown Municipal Code, Chapter 13, Article V, Section 13-94, provided that, in no event shall there be recovered more than 100 percent of the costs of the oversized sewer lines plus applicable interest. The District authorizes District's Treasurer or Assistant Treasurer to receive the Reimbursement remitted to the District. The District shall provide the Town with specific bank account information in writing under separate cover as such information is confidential business information.

- c. A summary showing the cost of the Infrastructure, the current cost of PIFs for both water and sewer and the oversize Reimbursement amount is shown on the attached Exhibit "A." The current sewer PIFs are \$3,600.00 each and water PIFs are \$5,200.00 each. The Reimbursement amount shall be \$4,589.00 (based on the sewer line oversizing total cost of \$1,190,000.00) plus applicable interest.
- d. The total Reimbursement to the District under this Agreement shall not exceed the Certified Cost of the sewer line oversizing of the Infrastructure (\$1,190,000.00), minus any funds paid to the District for the sewer Infrastructure from other sources, plus interest on the remainder as set forth in Johnstown Municipal Code, Chapter 13, Article V, Section 13-93. The Town shall keep an accounting of Reimbursements collected and paid to the District under this Agreement and may charge a reasonable administration fee to be deducted from the funds payable to the District.
- e. In the event the District has been fully reimbursed for the sewer line oversizing Infrastructure through a combination of the Reimbursements and funds paid to the District from other sources, plus interest, the District shall have no further right to receive Reimbursements under this Agreement, and the Town shall be entitled to collect and keep, in its sole discretion and only for the then remaining term of this Agreement, any of the Reimbursements still owed by the Benefited Property Owners.
- f. In return for the Town collecting sewer line oversizing Reimbursement fees for the District, the District agrees not to add any additional fees on top of the basic water PIFs or sewer PIFs. In addition, under no circumstances, shall there be any additional Town or District fees or charges to Johnson Taylor Family Properties, LLLP ("JTFFP") related to JTFFP's current agreement with the Town to construct a sanitary sewer line that will connect to and make use of the Infrastructure or the ninety (90) PIFs that JTFFP is purchasing from the Town at a cost of \$3,600.00 per PIF to connect to the new sanitary sewer line, including, but not limited to, any fees or charges in addition to the \$3,600.00 per PIF cost or for the Reimbursement Amount set forth in paragraph 3.d of this Agreement. Any PIFs needed for additional wastewater above the ninety (90) PIFs, however, shall be subject to the reimbursement payment for said additional PIFs.
- g. All agreements or ordinances created in connection with the construction of a public improvement for which costs have been allocated pursuant to this section shall be recorded with the appropriate County Clerk's Office as a matter of public record.

- h. The Town's duty and liability in connection with the administration of a cost recovery agreement pursuant to this section shall be limited as follows. In administering such agreements:
- (1) The Town shall exercise reasonable care to collect such amounts due the District but the Town shall not be responsible or liable for any amounts not actually paid to the Town by the responsible party. The District shall have no cause of action against the Town other than to recover any amounts actually collected and on deposit with the Town.
 - (2) The Town shall not be deemed to be acting as an agent or fiduciary of the District or the responsible party. It shall be the exclusive responsibility of the District to monitor and enforce the payment provisions of the agreement.
 - (3) In the event of non-payment by a responsible party, the District, in its capacity as principal third party beneficiary of this Agreement, shall have, as its exclusive remedy, the right to bring a cause of action against the defaulting responsible party. Such action shall be brought within one year from the date the District knew, or should have known in the exercise of due diligence, of the default.



4. Term. The term of this Agreement is ten (10) years from the date of completion of construction. This initial ten-year period may be renewed for an additional five-year period or periods by action of the Town Council upon petition by the District. If such renewal petition is not filed prior to the lapse of an initial or renewal period, such renewal shall not be allowed. The granting or denial of a renewal period shall be completely at the discretion of the Town Council. The Town Council understands and agrees that due to the amount of the reimbursement, it is foreseeable that the District will not be fully reimbursed for its costs, including interest, within the initial ten- (10) year period. The Town Council agrees to consider additional five- (5) year periods to allow for collection of all of the reimbursement and interest and not unreasonably withhold its approval.
5. Good Faith. In the performance of this Agreement, the parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously or unreasonably withhold, condition or delay any act required or necessary for the good faith performance of this Agreement.

6. Assignment. This Agreement may not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld.
7. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the parties and at the addresses set forth below, and shall be deemed received when hand-delivered to such party or three (3) days after being sent by certified mail, return receipt requested.

Thompson Crossing Metropolitan District No. 1

Attn: Board President
1739 So. County Road 13C
Loveland, Colorado 80537

With a copy to:
Greg White
1423 West 29th Street
Loveland, CO 80538

Town of Johnstown

Town Manager
101 Charlotte Street
Johnstown, Colorado 80534

With a copy to:
R. Russell Anson
Johnstown Town Attorney
P. O. Box 336155
Greeley, CO 80633

8. Time of Essence. Time is of the essence with respect to performance required under this Agreement.
9. Paragraphs, Captions. The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

10. Additional Documents or Actions. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.
11. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties.
12. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
13. Waiver of Breach. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
14. Governing Law. The laws of the State of Colorado shall govern this Agreement.
15. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
16. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.
17. No Third Party Beneficiaries. Except as otherwise provided herein, this Agreement is intended to describe the rights and responsibilities only as to the parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.
18. No Presumption. The parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumptions against the party causing the Agreement to be drafted.

Thompson Crossing Metro District No. 1
Oversizing Reimbursement Analysis

	A	P	Q	R	S	T	U	V	W	X	Y	Z
1												
2												
3												
4		Less Payments	Accrued	Less Payments	Balance of	Issuance of Bond	Principal	Less Payments	Balance of	Surplus Cash		
5		Toward	Interest	Toward	Accrued	Issue	Principal	Toward Bond	Developer	Flow		
6	Year	Developer Bond	on Int. Bal. @	Accrued	Interest	Dates	Amount	Principal	Bond Principal			
7		Interest	8.50%	Interest	Interest			N-P-R	Prev Bal - W	N-P-R-W		
8			S X 8.5%		Bal+O-P+Q-R							
9	2003											
10	2004	0	51,649	0	51,649	10/26/2004	6,250,000 ¹	0	6,250,000	0		
11	2005	149,600	4,390	0	437,689		1,190,000 ²	0	7,440,000	0		
12	2006	564,367	37,204	0	542,925			0	7,440,000	0		
13	2007	632,400	46,149	36,400	552,674			0	7,440,000	0		
14	2008	632,400	46,977	70,000	529,651			0	7,440,000	0		
15	2009	220,000	45,020	0	987,072			0	7,440,000	0		
16	2010	440,000	83,901	0	1,263,373			0	7,440,000	0		
17	2011	632,400	107,387	184,903	1,185,856			0	7,440,000	0		
18	2012	632,400	100,798	667,791	618,863			0	7,440,000	0		
19	2013	632,400	52,603	671,467	0			51,082	7,388,918	0		
20	2014	628,058	0	0	0			904,834	6,484,084	0		
21	2015	551,147	0	0	0			738,445	5,745,639	0		
22	2016	488,379	0	0	0			233,190	5,512,449	0		
23	2017	468,558	0	0	0			417,270	5,095,178	0		
24	2018	433,090	0	0	0			529,058	4,566,121	0		
25	2019	388,120	0	0	0			420,705	4,145,415	0		
26	2020	352,360	0	0	0			702,478	3,442,937	0		
27	2021	292,650	0	0	0			745,772	2,697,165	0		
28	2022	229,259	0	0	0			618,489	2,078,675	0		
29	2023	176,687	0	0	0			515,945	1,562,731	0		
30	2024	132,832	0	0	0			324,987	1,237,744	0		
31	2025	105,208	0	0	0			176,392	1,061,352	0		
32	2026	90,215	0	0	0			191,385	869,967	0		
33	2027	73,947	0	0	0			207,653	662,314	0		
34	2028	56,297	0	0	0			225,303	437,011	0		
35	2029	37,146	0	0	0			259,157	177,853	0		
36												
37		9,039,922		1,630,561			7,440,000	7,262,147		(177,853)		
38												
39												
40												
41												
42												
43												
44												
45												
46												

LETTER
FROM
TOWN ATTORNEY
(October 31, 2016)

Law Office of Avi S. Rocklin, LLC

ATTORNEY AT LAW
19 OLD TOWN SQUARE, SUITE 238
FORT COLLINS, CO 80524

TELEPHONE: (970) 419-8226 FACSIMILE: (970) 797-1806 EMAIL: Avi@RocklinLaw.com WEB: www.RocklinLaw.com

October 31, 2016

Via Email Delivery

Greg White, Esq.
1423 West 29th Street
Loveland, CO 80538

Re: Infrastructure Reimbursement Agreement

Dear Greg:

On September 15, 2015, Gary Gerrard submitted a letter to Roy Lauricello requesting an extension of the Infrastructure Reimbursement Agreement ("Reimbursement Agreement"). On October 13, 2015, I responded and requested a more detailed accounting of the funds that had been received to date given that the Reimbursement Agreement provides Thompson Crossing Metropolitan District No. 1 ("District") is entitled to seek reimbursement for the cost of oversizing the sewer lines "provided that, in no event shall there be recovered more than 100% of the costs of the oversized sewer lines plus applicable interest." While there were conversations with an independent engineer to provide such an accounting, the engineer was not retained and the detailed accounting was not provided.

The Town intends to present the request for extension to Town Council on November 21, 2016. Please ask a representative of the District to appear. If there is any additional information that the District would like to present, please forward that to my attention by next Monday, November 7, 2016. After the passage of time, circumstances have changed. The District has received additional funds from Thompson Crossing II. Further, Thompson Crossing Metropolitan District No. 2 is issuing bonds for all certified costs of construction to date, and it is not entirely clear whether those certified costs include the oversizing costs.

Please call if you would like to discuss.

Best regards,



Law Office of Avi S. Rocklin, LLC

By: Avi S. Rocklin
 Town Attorney

cc: Mr. Roy Lauricello, Town Manager

LETTER
FROM
TOWN ATTORNEY
(October 13, 2015)

Law Office of Avi S. Rocklin, LLC

ATTORNEY AT LAW
19 OLD TOWN SQUARE, SUITE 238
FORT COLLINS, CO 80524

TELEPHONE: (970) 419-8226 FACSIMILE: (970) 797-1806 EMAIL: Avi@RocklinLaw.com WEB: www.RocklinLaw.com

October 13, 2015

Via Email Delivery

Greg White, Esq.
1423 West 29th Street
Loveland, CO 80538

Re: Infrastructure Reimbursement Agreement

Dear Greg:

This letter responds to Gary Gerrard's letter to Roy Lauricello dated September 15, 2015, requesting an extension of the Infrastructure Reimbursement Agreement ("Reimbursement Agreement"). As you know, the Reimbursement Agreement provides that Thompson Crossing Metropolitan District No. 1 ("District") is entitled to seek reimbursement for the cost of oversizing the sewer lines to serve properties outside the District "provided that, in no event shall there be recovered more than 100% of the costs of the oversized sewer lines plus applicable interest." The Reimbursement Agreement further provides that the reimbursable costs total \$1,190,000 "minus any funds paid to the District for the Sewer infrastructure from other sources."

The District accepted capacity payments from Miracle on 34, LLC, Location, Location, Location, LLC and Iron Horse, LLC. The District credited the Miracle on 34 and Location payments toward the reimbursable expenses, but did not credit the Iron Horse payment. Please explain the difference in the treatment of the capacity payments. An explanation will assist Town staff in advising Town Council of all the relevant facts.

The District also requested a meeting with the Town to discuss reimbursement of the District's public improvement expenditures. As I indicated to Patrick Groom, the Town suggests that the District retain an outside independent consultant to assess and evaluate the District's expenditures and revenues. Once the Town has a full understanding of the finances, we will be able to engage in a much more productive conversation regarding an extension of the Reimbursement Agreement as well as take a look at whether the repayment structure under the Low Point Wastewater Intergovernmental Agreement and Water Service Intergovernmental Agreement has been successful.

The benefit of an outside consultant is exemplified by the current request to extend the Reimbursement Agreement. The District accepted a payment from Iron Horse in the amount of \$1,500,000. The payment was unambiguously deemed to be a capacity payment, the same type

Mr. Greg White
October 13, 2015
Page 2

of payment received from Miracle on 34 and Location, in both a written agreement and in communication between Mr. Gerrard and Troy McWhinney. Yet, you advised me that the payment was not a capacity payment, but a payment for expenses related to Ronald Raegan Boulevard. These conflicting positions leave the Town confused and unable to make a good assessment about what revenue has been received and for what purpose. A third party should be able to help sort through these issues.

Please know that the Town desires the District be reimbursed for the expenses incurred in constructing the treatment plant, the related infrastructure and water main line along with a reasonable rate of return. The Town, however, does not have a firm basis to make an assessment about what money is still due and owing. Given that, the Town is hopeful the District will retain an outside independent consultant. If so, please let me know so that the Town may have input into the process.

Once we hear from you on these issues, we will decide how best to proceed with the request for an extension of the Reimbursement Agreement.

Best regards,



Law Office of Avi S. Rocklin, LLC

By: Avi S. Rocklin
Town Attorney

cc: Mr. Roy Lauricello, Town Manager

LETTER
FROM
GARY GERRARD
(September 15, 2015)

Thompson Crossing Metro District No. 1

27486 County Road 13
Loveland, CO 80534

ph: (970) 669-1463 fax: (970) 669-0593

September 15, 2015

Town of Johnstown
Attn: Roy Lauricello, Town Manager
450 S. Parish Avenue
Johnstown, CO 80534

Dear Mr. Lauricello:

The Thompson Crossing Metropolitan District No. 1 (District No. 1) and the Town of Johnstown (the Town) entered into the Infrastructure Reimbursement Agreement dated December 1, 2008. Section 4 of the Agreement provides that the term of the Agreement is for ten (10) years from the date of completion of construction. Construction of the main sewer lines was substantially completed in September of 2005.

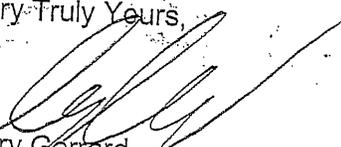
The purpose of this letter is to petition the Town Council to renew the Infrastructure Reimbursement Agreement for additional five year periods to allow collection of all reimbursement and interest that has not been collected for oversizing of sewer lines constructed by District No. 1. The total amount to be reimbursed pursuant to the terms of the Agreement is \$1,190,000 plus interest accumulating since September 24, 2005. To date the District has collected \$15,728.00 from individual Benefited Property Owners and \$220,929.00 from other sources.

District No. 1 petitions and respectfully requests additional five year periods to allow for collection of all reimbursement and interest.

Please advise the District on procedures to follow with regards to this matter and what other information is necessary for the Town Council to review this petition.

Thanks for your continued cooperation and courtesy.

Very Truly Yours,


Gary Gerrard
President

Thompson Crossing Metropolitan District No. 1

GAW/ldr

CC: Avi Rocklin, Johnstown Town Attorney

AGENDA ITEM 9E

**OIL/GAS
LEASE
(Cub Creek Energy, LLC)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 18, 2017

ITEM NUMBER: 9E

SUBJECT: Consider Oil and Gas Lease with Cub Creek Energy, LLC

ACTION PROPOSED: Approve Oil and Gas Lease with Cub Creek Energy, LLC

PRESENTED BY: Town Attorney

AGENDA ITEM DESCRIPTION: The Town owns mineral rights in Clearview PUD consisting of approximately 6.462 net acres. Cub Creek Energy, LLC ("Cub Creek") desires to enter into an oil and gas lease for the drilling and production of those mineral rights. The mineral rights are subject to a pooling order that was entered by the Colorado Oil and Gas Conservation Commission on February 5, 2016, effective as of January 25, 2016. If executed, the oil and gas lease, rather than the pooling order, would govern the rights and obligations associated with the mineral rights.

The lease is a non-surface lease dated retroactive to June 30, 2016, prior to the first production. The lease does not grant rights to the use of the surface of the leased premises, except that Cub Creek retains the right to use the public roads. The lease provides for a three-year primary term, extended by production for as long as oil and gas is produced in paying quantities. The lease further provides for a bonus payment of \$1,000.00 per mineral acre (\$6,462.00) and a royalty payment of 18.75% less a proportionate amount for taxes and costs of production.

Cub Creek agrees to indemnify the Town for any damage caused by its operations.

LEGAL ADVICE: The Oil and Gas Lease was reviewed and edited by the Town Attorney.

FINANCIAL ADVICE: Immediate revenue of \$6,462.00 and the potential for future royalty revenue.

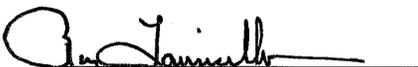
RECOMMENDED ACTION: Approve Oil and Gas Lease with Cub Creek Energy, LLC subject to receipt of the bonus payment of \$6,462.00.

SUGGESTED MOTION:

For Approval: I move to approve the Oil and Gas Lease with Cub Creek Energy, LLC subject to receipt of the bonus payment in the amount of \$6,462.00 and authorize the Mayor to sign it.

For Denial: I move to deny approval of the Oil and Gas Lease with Cub Creek Energy, LLC.

Reviewed:


Town Manager

LEASE

OIL AND GAS LEASE

THIS Oil and Gas Lease ("Lease") is made and entered into this ____ day of January, 2017, but effective June 30, 2016, by and between **Town of Johnstown**, a Home-Rule Municipal Corporation of the State of Colorado, whose mailing address is 450 S. Parish Avenue, Johnstown, CO 80534 ("Lessor") (whether one or more), and **Cub Creek Energy, LLC**, a Delaware limited liability company, whose mailing address is 200 Plaza Drive, Suite 100, Highlands Ranch, Colorado 80129, ("Lessee").

WITNESSETH: That Lessor, for and in consideration of Ten Dollars, the receipt and sufficiency of which are hereby acknowledged, and the covenants and agreements hereinafter contained does hereby grant, demise, lease and let exclusively unto the said Lessee, its successors and assigns, the following described land for the purpose of carrying on geological, geophysical and other exploratory work, and the investigating, exploring, prospecting, drilling, mining, operating for, producing and saving of oil, liquid hydrocarbons, gas, gas condensate, gas distillate, casinghead gas, casinghead gasoline, coal bed methane gas and all other gases and their constituent parts, other minerals and substances produced in connection with oil and gas operation hereunder, as a by-product of oil and gas, (collectively and/or individually hereinafter referred to as "Lease Substances") and the exclusive right of injection gas, air, waters, brine and other fluids and substances into the subsurface strata, together with all rights of way, easements and use of the surface as is necessary or convenient for such operations and for layering pipe lines, flow lines, and other underground lines to gather, remove or otherwise transport the Leased Substances, telephone and other communication lines, installing and constructing equipment, facilities, tanks, power houses, stations, ponds, roadways and other fixtures or structures for producing, treating, storing and caring for such products, and any and all other rights and privileges necessary, incident to or convenient in the economical or efficient operation of said land, or lands pooled therewith or adjacent thereto, together with any reversionary rights therein or rights hereafter vested in Lessor, said tract of land being situated in the County of Weld, State of Colorado, and described as follows, to-wit:

Township 4 North, Range 68 West of the 6th P.M.

Section 12: Tract D, Clearview PUD Second Filing, as recorded on January 17, 2003, at Reception No. 3024732, records of Weld County Clerk and Recorder.

together with all lakes, streams, roads, easements, and rights-of-way which traverse or adjoin said lands owned or claimed by Lessor, or which may hereinafter be established to be owned by Lessor, and also in addition to the above described lands and rights, any and all strips or parcels of land other than those constituting regular governmental subdivisions, adjoining or contiguous to the above described land owned or claimed by Lessor, all of the above described lands being hereinafter referred to as the "Leased Premises", which land shall, for the purpose of calculating the amount of any money payment permitted or required by the terms of this Lease, be considered as containing 6.462 acres, whether there is more or less.

TO HAVE AND TO HOLD the same, subject to the provisions herein contained, for a term of three (3) years from this date (hereafter called "Primary Term") and as long thereafter as Leased Substances are being or may be produced from said Leased Premises, whether or not in paying quantities, or operations for the drilling or production thereof are continued as hereinafter provided. This is a paid-up lease and Lessee shall have no obligation to make annual rental payments to Lessor over and above the consideration stated above and the production royalty payments described below.

In consideration of these premises, it is hereby mutually agreed as follows:

1. Royalties on the Lease Substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be eighteen and seventy five one hundredths percent (18.75%) of such production, payable to Lessor as hereinafter provided, less a proportionate part of ad valorem taxes and production severance or other excise taxes and the actual cost incurred by Lessee in delivering, treating or otherwise marketing such oil or other liquid hydrocarbons, where oil and other liquid hydrocarbons are sold under a third party contract negotiated in good faith by Lessee, royalty to be paid to Lessor shall be paid based on the net proceed received by Lessee thereunder, less ad valorem taxes and production severance or other excise taxes, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; and, (b) for gas, gas condensate, gas distillate, casinghead gas, casinghead gasoline, coal bed methane gas and all other gases and their constituent parts, other minerals and all other substances covered hereby, the royalty shall be eighteen and seventy five one hundredths percent (18.75%) of the net proceeds realized by Lessee from the sale thereof, after deducting from Lessor's share a proportionate amount of all post-production costs, including but not limited to ad valorem taxes, gross production taxes, and severance taxes, or other excise taxes, gathering and transportation costs from the wellhead to the point of sale, as well as the actual costs of compressing, treating, dehydrating, purifying, delivering, processing or otherwise putting such gas or other substances into marketable conditions, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder. Lessor shall not be entitled to any royalty of any Lease Substances used by Lessor on or off the Leased Premises or of that portion of the Lease Substances used as fuel or lost due to shrinkage, flaring, venting, line loss or otherwise.

2. In accordance with any requirement of the applicable governing regulatory agency(s) and standard oil field accounting practices, Lessee shall maintain accurate records related to the oil and gas produced and sold from the Leased Premises. ~~Notwithstanding any of the prior provisions of this Lease to the contrary, Lessee shall have free use of the Leased Substances, water, gravel, and other materials from the Leased Premises, except domestic or irrigation water from Lessor's wells and tanks, for all operations hereunder.~~

3. All royalty payments under this Lease shall be paid or tendered to Lessor or its successors in currency, by check or by draft by deposit in the U.S. Mail in a stamped envelope addressed to Lessor at the last address known to Lessee, which shall constitute proper

payment.

4. It is expressly agreed that if Lessee shall commence operations for the drilling of a well at any time while this Lease is in force, this Lease shall remain in force and its term shall continue for so long as Operations are prosecuted on the well and, if production results therefrom, whether or not in paying quantities, then so long as such production may continue. If, after the expiration of the Primary Term of this Lease, production on the Leased Premises shall cease from any cause, this Lease shall not terminate provided Lessee resumes or commences operations for the drilling of a well or any other Operations within one hundred eighty (180) days from the date of such cessation, and this Lease shall remain in force and effect during the prosecution of such operations, so long as any one or more of such operations are prosecuted with no interruption of more than one hundred eighty (180) days, and if production results therefrom, then as long as such production continues, Lessee shall be deemed to have commenced operations by actual drilling or by any act necessary for and in preparation of actual drilling operations. The term "Operations" shall include any and all activities designed to obtain, enhance, deliver or market production of the Leased Substances from the Leased Premises, or lands pooled therewith, including by way of example, but not limited to reworking, deepening, sidetracking, plugging back, completing, treating, stimulating, refitting, installing equipment, construction of facilities relating to transporting, treating and marketing of Leased Substances, contracting for the marketing and sale of Leased Substances, and construction of water disposal facilities and removal of water.

5. If after the Primary Term one or more wells on the Leased Premises or lands pooled or unitized therewith are capable of producing Lease Substances in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this Lease. If for a period of ninety (90) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee and this Lease is not otherwise being maintained, then Lessee shall pay an aggregate shut-in royalty of one dollar (\$1.00) per acre then covered by this Lease. The payment shall be made to Lessor on or before the first anniversary date of the Lease following the end of the 90 day period and thereafter on or before each anniversary while the well or wells are shut in or production therefrom is not being sold by Lessee. Provided that if this Lease is otherwise being maintained by operations under this Lease, or if production is being sold by Lessee from another well or wells on the Leased Premises or lands pooled or unitized therewith, no shut-in royalty shall be due until the first anniversary date of the Lease following the end of the 90 day period after the end of the period next following the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this Lease.

6. Where required by Lessor in writing, Lessee shall bury all pipelines below ordinary plow depth in cultivated land and shall pay for damage caused by its operations to growing crops on said land. ~~Lessee shall be under no obligation to pay for additional damage of any kind or nature caused by Lessee's operations on the Leased Premises or for operations on lands pooled therewith or adjacent thereto, and Lessor hereby waives any and all claims and releases Lessee for any such additional damage.~~ Lessee shall have the right, but shall not be obligated, at any time, either before or after expiration of this Lease, to remove all fixtures and other property placed by Lessee on the Leased Premises, including the right to draw and remove all casing. Lessee agrees, upon the plugging and abandonment of a well drilled on the Leased Premises, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time. Any structures and facilities placed on the Leased Premises by Lessee for operations hereunder and any well or wells on the Leased Premises drilled or used for the injection of salt water, fluids or other substances may also be used for Lessee's operation on other lands pooled with any part of the Leased Premises. The right to so use such facilities may be continued beyond the term of this Lease by payment to Lessor of the sum of One Hundred Dollars (\$100.00) per year payable on the anniversary date of this Lease first ensuing after the termination of this Lease and annually thereafter on or before such anniversary date, provided however that a delay or default in such payment shall not act to terminate Lessee's continuing rights as provided hereby.

7. Lessee, at its option is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the Leased Premises and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this Lease with other land, lease or leases in the immediate vicinity for the production of the Leased Substances, whether one or more, or for the injection of fluids or other substances, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, a unit previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit may be accomplished by Lessee executing and filing of record a declaration of such pooling, unitization or reformation, which declaration shall describe the unit. Provided, however the absence of such recorded declaration shall not affect the continued validity of this Lease or the creation of a unit by established operations and/or the payment of royalties on a unit basis. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or Operations or a well shut in for want of market anywhere on a unit which includes all or part of this Lease shall be treated as if it were production, drilling or Operations or a well shut in for want of a market under this Lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled royalties only on the portion of production allocated to this Lease. Such allocation shall be that proportion of the unit production that is the total number of surface acres covered by this Lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the Leased Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any government authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this Lease, expressed or implied, shall be satisfied by compliances with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire while such plan or agreement remains in force and in effect. If the Leased Premises or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land, and the royalty payment to be made

hereunder to Lessor shall be based upon production only as so allocated. Lessee shall not be required to obtain Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any government agency. Upon request of Lessee, Lessor agrees to acknowledge Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same.

8. The rights of either party hereunder may be assigned or conveyed in whole or in part and the provisions hereof shall extend to their heirs, successors, and assigns, but no change or division in the ownership of the land, royalties, however accomplished, shall operate or be constructed so as to enlarge or increase the obligations or burdens of Lessee, or diminish its rights. Specifically, but not by way of limitation of the foregoing, Lessee shall not be required to offset wells on separate tracts into which the land covered by this Lease may hereafter be divided, or to furnish separate measuring or receiving tanks. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no change in the ownership of said land or the right to receive royalties hereunder, or any interest therein, however accomplished, shall be binding on Lessee until thirty (30) days after Lessee has been furnished with written notice thereof, together with the supporting information hereinafter referred to, by the party claiming as the result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all recorded documents and other instruments or proceedings necessary in Lessee's opinion to establish the ownership of the claiming party. At such time as any part of Lessor's interest covered by this Lease is conveyed or transferred, Lessee may at its sole discretion and option require Lessor to appoint an agent for all purposes of this Lease, including receiving payments and notices. Any payments or notices, or other obligations required by Lessee under this Lease, made to such agent shall constitute payment or notice, or complete satisfaction of any other obligation to any party taking or acquiring an interest in this Lease by or through Lessor.

9. No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to substantially remedy the breach or default within such period. In the event any matter is litigated and there is a final judicial determination to remedy the breach or default that has occurred, this Lease shall not be forfeited or cancelled in whole or in part unless and until Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to substantially do so. In the event any matter is litigated the prevailing party shall be entitled to recover or be awarded all reasonable attorney fees, costs and expenses, to the extent permitted by law. The payment of rentals in advance shall not be construed to prohibit Lessor from bringing forward a valid claim for breach or default by Lessee hereunder. Lessee shall indemnify Lessor against all claims, losses and liabilities of or by third parties, including reasonable attorney fees and costs, based upon, or arising out of, damage or injury, including death, to persons or property caused by, or sustained in connection with, operations conducted on this Leased Premises under the terms of this Lease.

10. If Lessor owns less than the full mineral estate in all or any part of the Leased Premises, the royalties payable hereunder for any well on any part of the Leased Premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the Leased Premises bears to the full mineral estate in such part of the Leased Premises. To the extent any royalties or other payment attributable to the mineral estate covered by this Lease is payable to someone other than Lessor, or in the event any improper payment of such royalties or other payment to Lessor, regardless of the cause of reason for the same, Lessee shall be entitled to recover from Lessor, in full any such improper payment. ~~In the event any improper payment, or portion thereof, arises out of any misrepresentation or omission by Lessor, Lessor shall indemnify and hold Lessee harmless for and against any claim arising out of such improper payment, including any judgment, penalty, interest, attorney fees, expenses and costs incurred by Lessee in defending or settling any such claim.~~ Any amounts owed by Lessee to Lessor under this provision may, in addition to other legal or equitable remedies, be recovered by Lessee by deducting the same from any royalties or other payment thereafter due to Lessor. If in the reasonable opinion of Lessee, Lessor has clear and unencumbered title the mineral estate in the Leased Premises, within 120 days of first production from a well, Lessee shall commence paying royalties payable to Lessor as provided in this Lease.

11. Lessee may, at any time and from time to time, deliver to Lessor or file or record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligations shall be proportionately reduced in accordance with the net acreage interest retained hereunder, provided however, that any rights granted to Lessee by this Lease, including the rights-of-way and easements, and the right to penetrate any and all depths and formations underlying the lands described herein, shall continue to the extent necessary for the efficient and convenient operation of the interest retained by Lessee.

12. Lessee's obligations and covenants under this Lease, whether expressed or implied, shall be subject to all applicable laws, rules, regulations and orders of governmental agency or authority having jurisdiction, including but not limited to restrictions on the drilling and production of wells, and regulation of the transportation of oil, gas and other substances covered hereby. When drilling, production or other Operations are prevented or delayed, whether before or after the expiration of the Primary Term by laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements after Lessor's reasonable efforts, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchaser or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate because of such prevention or delay, and the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or implied covenants of this Lease when drilling, production or other Operations are so prevented or delayed.

13. Lessor does not warrant title to the mineral estate in the Leased Premises. Lessor agrees that Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgage, taxes or other liens on the above described land in the event of default of payment by Lessor and Lessee shall be subrogated to the rights of the holder thereof, and Lessor hereby agrees that any such payments made by Lessee for Lessor may, at Lessee's option, be deducted from any amounts of money which may become due or payable to Lessor under the terms of this Lease.

14. In the absence of any other condition which may extend this Lease beyond its Primary Term, Lessor hereby grants to Lessee, its successors and assigns the right and option to extend the Primary Term of this Lease, as to part or all of the lands covered hereby, for

an additional period of two (2) years by payment to Lessor of an additional bonus of the amount per net mineral acre equal to the amount paid for the original Primary Term of this Lease, payable on or before the expiration of the initial Primary Term. Should Lessee, its successors or assigns, exercise its option to extend the Primary Term of this Lease, then this Lease and all its provisions shall remain in full force and effect as to the lands to which the extended lease applies.

15. NOTWITHSTANDING ANY LANGUAGE CONTAINED IN THIS LEASE TO THE CONTRARY, THIS IS A NON-SURFACE USE OIL AND GAS LEASE. NO OPERATION OF ANY KIND SHALL TAKE PLACE ON THE SURFACE OF THE LEASED PREMISES. Provided, however, nothing herein shall be deemed to prohibit the use of public roads or to diminish or in any way restrict the rights granted under this Lease to use and drill wells through the subsurface of the Leased Premises.

16. This Lease and all of its terms and conditions shall be binding upon Lessor and Lessee, their successors and assigns. Should any one or more of the parties above named as Lessor fail to execute this Lease, it shall nevertheless be binding upon all Lessors whose signatures are affixed hereto. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that any payment or payment made by Lessee to the owner of any interest subject to this Lease shall be sufficient payment hereunder as to such interest notwithstanding the joinder herein of the spouse of any such party as a party Lessor for the purpose of waiving homestead, dower or inchoate rights of inheritance, if any. Should any provisions of this Lease or portion thereof be deemed unenforceable by a court of law, this Lease shall remain in full force and effect as to all other provisions and parts thereof and to the extent necessary this Lease shall be modified to permit the enforcement of this Lease in its entirety.

17. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. An electronic copy of the executed Lease shall be deemed as an original executed copy for all purposes.

IN WITNESS WHEREOF, this Lease is executed as of the date first above written, but shall be effective as of June 30, 2016.

ATTEST:

LESSOR:
THE TOWN OF JOHNSTOWN

By: _____
Diana Seele, Town Clerk

By: _____
Scott James, Mayor

(ACKNOWLEDGMENT)

STATE OF COLORADO)
) SS.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of January, 2017, by Scott James, Mayor of the Towns of Johnstown.

Witness my hand and official seal.
My Commission Expires: _____

Signature

LESSEE:
CUB CREEK ENERGY, LLC

By: _____ *See*
Robert A. Gardner, President and Chief Executive Officer

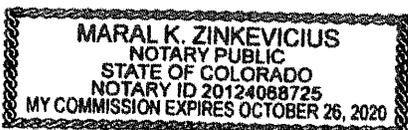
(ACKNOWLEDGMENT)

STATE OF COLORADO)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of January, 2017, by Robert A Gardner, as President and Chief Executive Officer of Cub Creek Energy, LLC, a Delaware limited liability company, on behalf of the company.

Witness my hand and official seal
My Commission Expires: October 26, 2020

Signature



AGENDA ITEM 9F

**DISCUSSION
OF
I-25/HIGHWAY 402 INTERCHANGE
IMPROVEMENTS
(Mr. Johnny Olson, CDOT Region 4
Transportation Director)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 18, 2017

ITEM NUMBER: 9F

SUBJECT: Discussion of Improvements to the Interstate 25 (I-25) and Highway 402 Interchange

ACTION PROPOSED: Discussion

PRESENTED BY: Mr. Johnny Olson, CDOT Region 4 Transportation Director

AGENDA ITEM DESCRIPTION: Mayor James requested this item be placed on the agenda for discussion. Mr. Johnny Olson, CDOT Region 4 Transportation Director will be in attendance to discuss proposed improvements and funding for the Interstate 25 (I-25) and 402 Interchange (please refer to attached PowerPoint presentation).

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

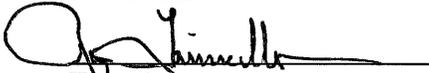
RECOMMENDED ACTION: N/A

SUGGESTED MOTIONS: N/A

For Approval:

For Denial:

Reviewed:


Town Manager

**POWERPOINT
PRESENTATION**



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36th Ave
Park Ave
Downtown

**Johnstown City Council
January 18 2017**



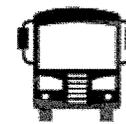
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CDOT RESPONSIBILITIES

3,454

BRIDGES

CDOT
MAINTAINS & OPERATES
23,000
 **TOTAL**
LANE MILES
OF HIGHWAY



**DIVISION OF
TRANSIT
AND RAIL**

ADMINISTERS FED/STATE
GRANTS AND OPERATES
BUSTANG

6.1 MILLION
MILES
PLOWED

PER YEAR


35 MOUNTAIN
PASSES
OPEN YEAR-ROUND

**AIRPORT
OPERATIONS**
INTERFACE WITH FFA


Source: Colorado Department of Transportation, 2014

\$1.43 BILLION BUDGET

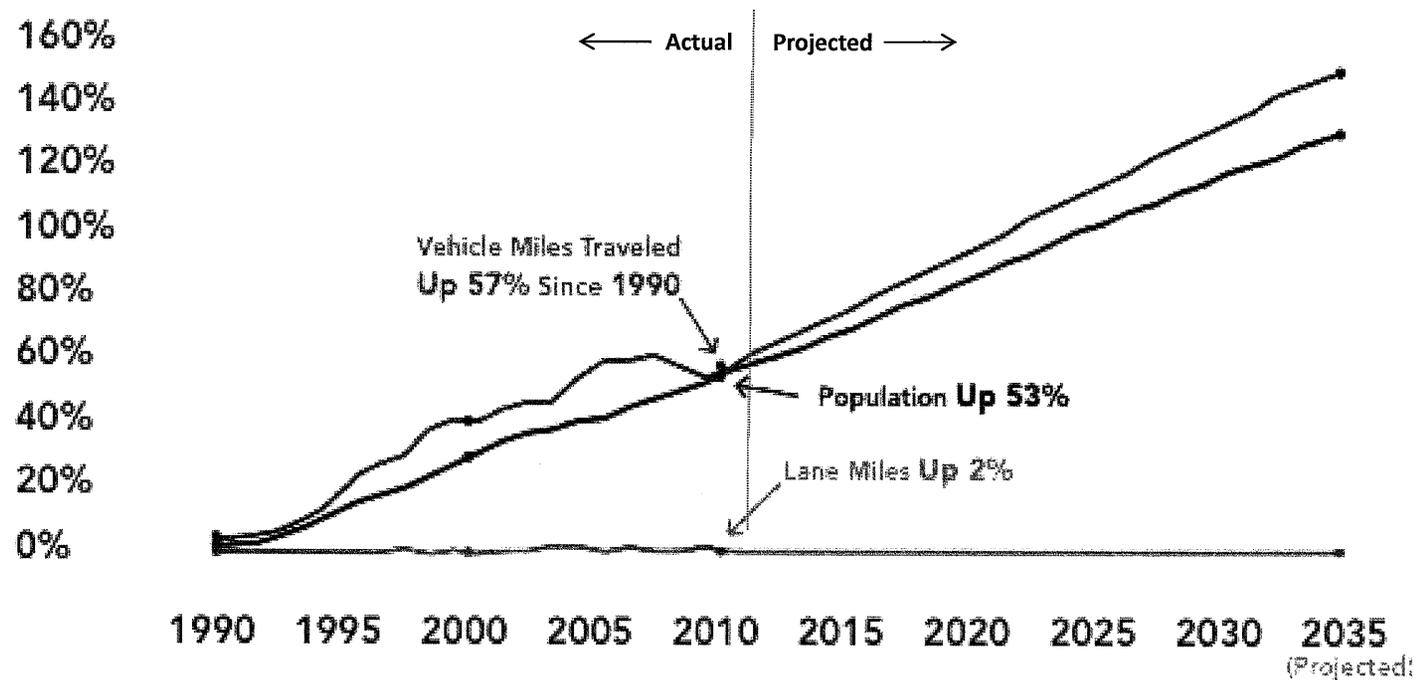


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Growth Since 1990

EXPRESS Lanes | NORTH I-25
Johnstown to Fort Collins

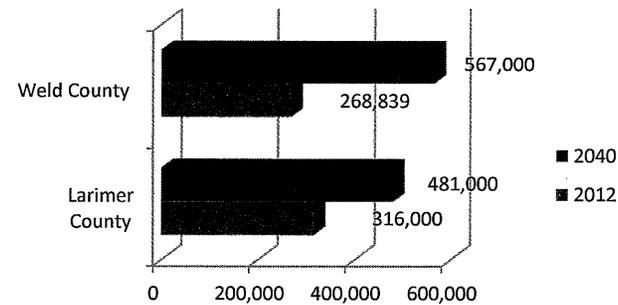
Colorado Actual and Projected Growth: 1990–2035



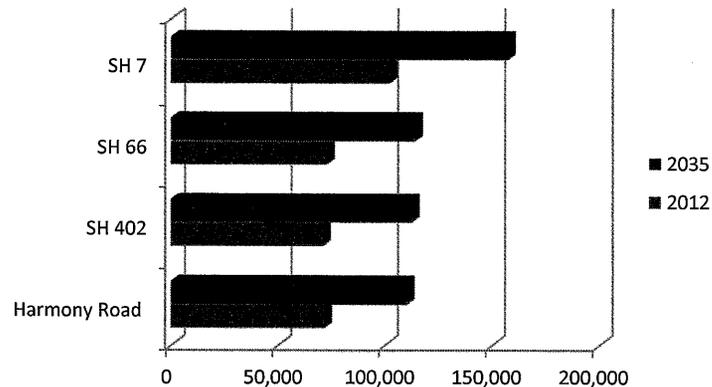


Increased population = Increased traffic

Weld and Larimer County population is expected to increase



Traffic volumes are expected to increase





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I-25 Coalitions

EXPRESS LINES | NORTH I-25
Johnstown to Fort Collins

- Unified voice for the corridor
- Forum to continue discussions
- Potential to serve as a strong advocate for funding the desired corridor improvements
- CDOT is working with these coalitions and individual communities to ensure that concerns are addressed comprehensively

Business Coalition

David May
davidmay@fcchamber.org
970-482-3746

Elected Officials' Coalition

Barbara Kirkmeyer
bkirkmeyer@weldgov.com
970-336-7204



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EIS Overview



- **EIS was completed in 2011.**
- **Purpose of the EIS**
 - Meet the long-term travel needs between the Denver Metro Area and the rapidly growing population centers along the I-25 corridor north to the Fort Collins-Wellington area.
- **Need for the Project**
 - Increased frequency and severity of crashes
 - Increasing traffic congestion leading to mobility and accessibility problems
 - Aging and functionally obsolete infrastructure
 - Lack of modal alternatives



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2035 Solution Add Express Lane – Union Station to Fort Collins

EXPRESS Lanes | NORTH I-25
Johnstown to Fort Collins

- **Total Cost**
 - **\$1.319 B (2016\$)**
- **Committed and/or Expended to Date**
 - **\$477 M (2016\$)**
- **Balance to Fund E470 to SH14**
 - **\$843 M (2016\$)**
 - **\$1.35 B year of expenditure (2030-2040)**

Each year project advances \$25M in savings

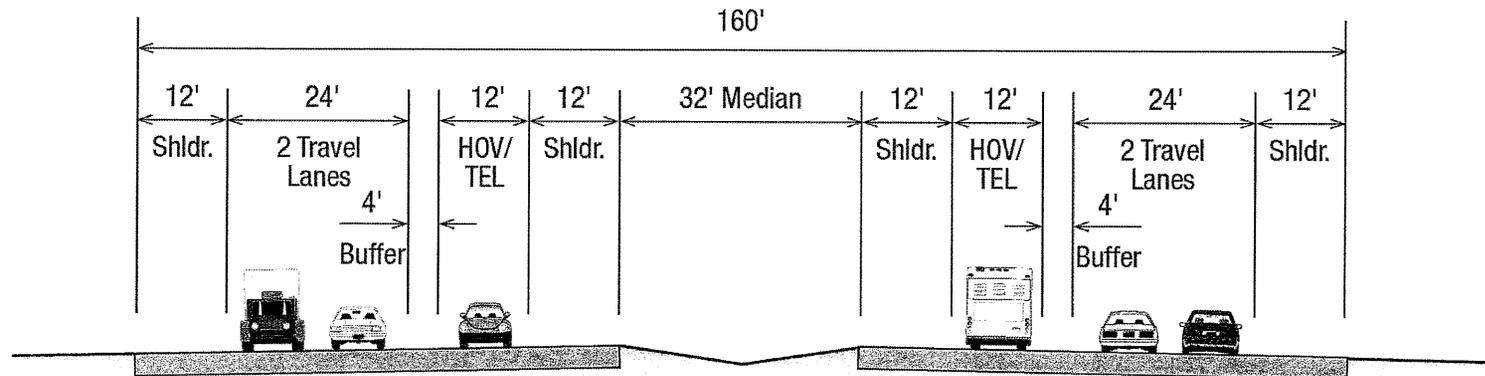


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2035 Solution Add Express Lane – Union Station to Fort Collins

EXPRESS LINES NORTH
I-25
Johnstown to Fort Collins

SH 66 to SH 14



- Add Express Lane on EIS alignment (rural):
 - 2 General Purpose
 - 1 Express Lane (Tolled/HOV Free)

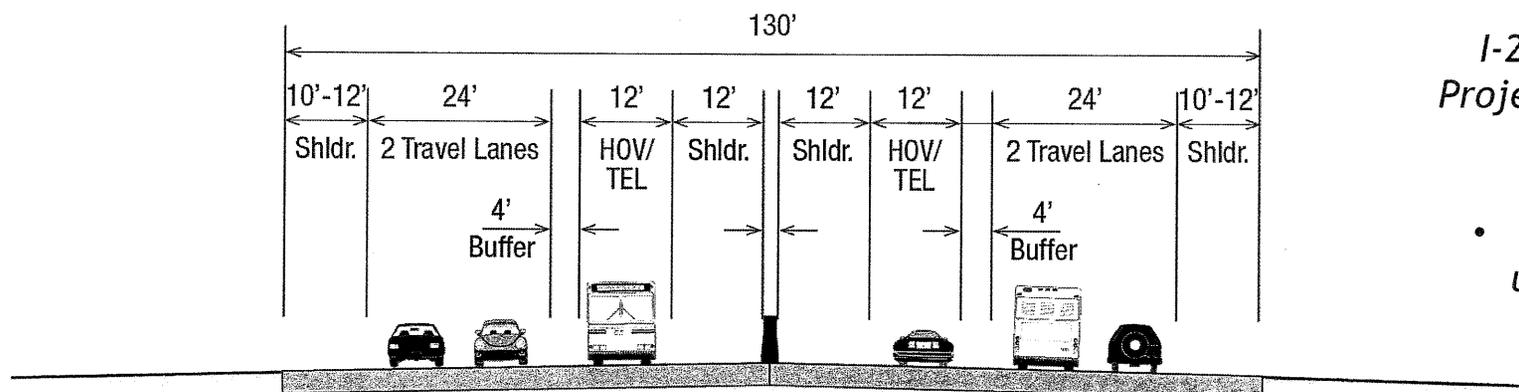


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Phase 1 of 2035 Solution

SH 402 to SH 14



*I-25 Design Build
Project-Johnstown to
Fort Collins*

- *Will have both
urban and rural
sections*

- **Add Express Lane on existing to the median (urban):**
 - 2 General Purpose
 - 1 Express Lane (Tolled/HOV Free)



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2075 Solution EIS Ultimate Configuration

EXPRESS LINES NORTH
I-25
Johnstown to Fort Collins

- **Additional General Purpose Lane & Interchange Construction**
 - **\$1.05 M (2016\$)**
- **Bus and Rail**
 - **\$1.35 B (2016\$)**
- **Total Ultimate Cost**
 - **\$2.395 B (2016\$)**
- **Year of Expenditure**
 - **\$6.190 B (2040-2055)**



Cost Estimate Review Comparisons

	Total Base Project Cost (CY\$) in millions	Total Project Cost (YOE) 70% Probability in millions
2010 CER	\$2,178.5 (2009\$)	\$9,474.9
November 2016 CER	\$4,025.8 (2016\$)	\$8,273.7

BENEFITS OF ADVANCING FUNDS

Base Cost has increased by \$1.8B
Year of Expenditure as Decreased by \$1.2B



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Benefits of adding scope

EXPRESS LINES | NORTH I-25
Johnstown to Fort Collins

- **Economy of scale - will save 15-20% vs stand alone**
 - Material balance
 - Maintenance of Traffic/Traffic Phasing
 - Production
 - Mobilization
- **Inflation**
 - Approximately 3% per year
- **Contractor Competition**
 - Opportunities for innovation
- **Less disruption to the traveling public**



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North I-25 Design Build Funding



Millions	Source	Type
\$15M	USDOT TIGER (Transportation Investment Generating Economic Recovery)	Federal
\$25M	Local (Larimer Co., Weld Co., Timnath, Berthoud, Loveland, Ft. Collins, Johnstown, Windsor, Metro District)	Local
\$140M	SB228 or Transportation Commission Contingency	State
\$50M	Construction Loan (Express Lane Toll Revenue)	State
\$5M	DTR (Division of Transit and Rail)	State
\$2M	Road X - ITS	State
\$237M		

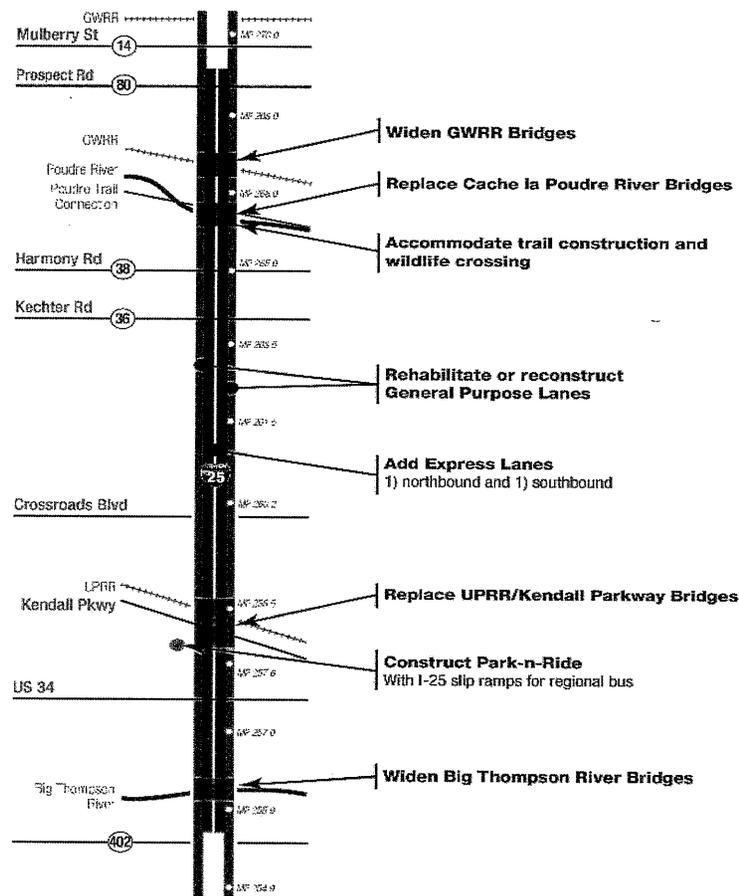
*City of Fort Collins gave resolution to support 50% of Prospect Interchange (~\$12-\$14M)



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Phase 1 - Project Description

EXPRESS LANES | NORTH I-25
Johnstown to Fort Collins





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Project Goals

EXPRESS LINES | NORTH
-25
Johnstown to Fort Collins

- Improve mobility and traffic operations
- Maximize the scope with the available fiscal resources
- Provide a safe facility for the public as well as a safe work zone for construction and the travelling public
- Increase intermodal connections
- Ensure the longevity of the project (creating the most value out of the investment now, and building a high quality project)



Project Schedule

Letter of Interest:	Sept 22, 2016
Request for Qualifications:	Nov 07, 2016
Statement of Qualifications Due:	Dec 19, 2016
Short List 3 to 4 Teams:	Jan 27, 2017
Draft Request for Proposal:	Jan 27, 2017
Record of Decision:	March 2017
Final Request for Proposal:	March 17, 2017
Submit Request for Proposal:	~June 30, 2017
Selection:	~Aug 03, 2017
Notice to Proceed 1:	Oct 2017
Notice to Proceed 2:	Dec 2017

On Schedule

On Going Activities

- Finalizing Base Configuration
- Determining Additional Requested Elements (ARE's)
- Writing Technical Requirements
- Coordination with Local Stakeholders
- State of Preference Survey – Results in Jan.
- Finalizing ROD and Re-evaluation to ROD 1&4
- ROW Acquisition
- Utility and RR coordination
- Finalizing IGA's



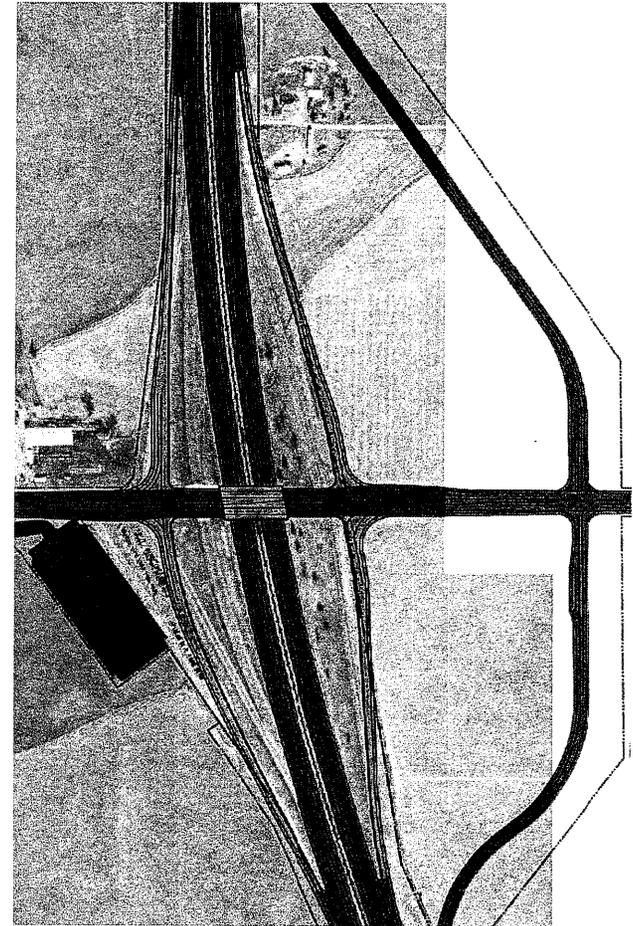
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Additional Value Added Scope Item

EXPRESS LINES | NORTH I-25
Johnstown to Fort Collins

Extend express lanes through SH402 Interchange:

- Build full EIS interchange at SH402
 - ~ \$36.6M Total
 - ~ (\$2.1 M in ROW)
- Stand alone project
 - ~\$44.1M Total





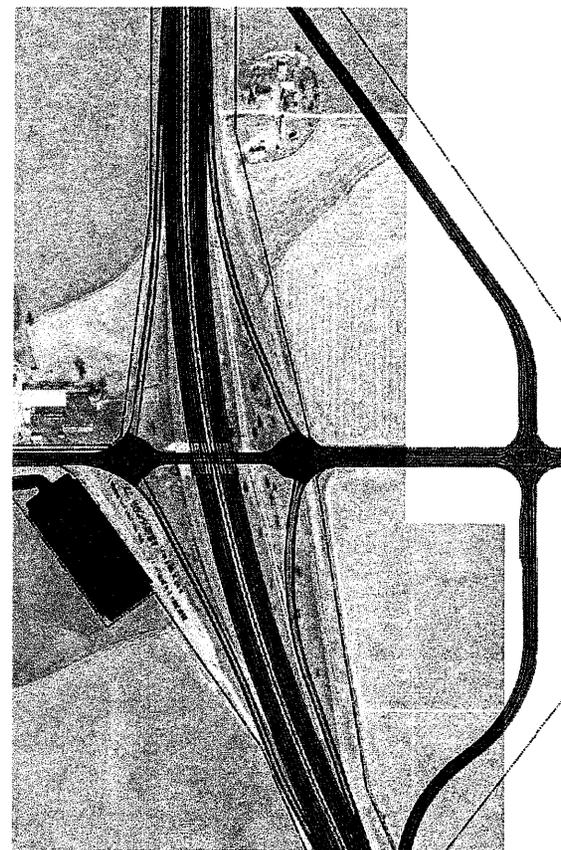
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Additional Value Added Scope Item

EXPRESS Lanes | NORTH I-25
Johnstown to Fort Collins

Phased Operational Improvements at SH402:

- Relocation of east frontage road
 - ~ \$7.4M Total
 - ~ (\$1.4M in ROW)
- Roundabouts at interchange termini
 - ~ \$3.3M Total
- Relocated Park N Ride
 - ~ \$2.5M Total
 - ~ (\$0.5M in ROW)





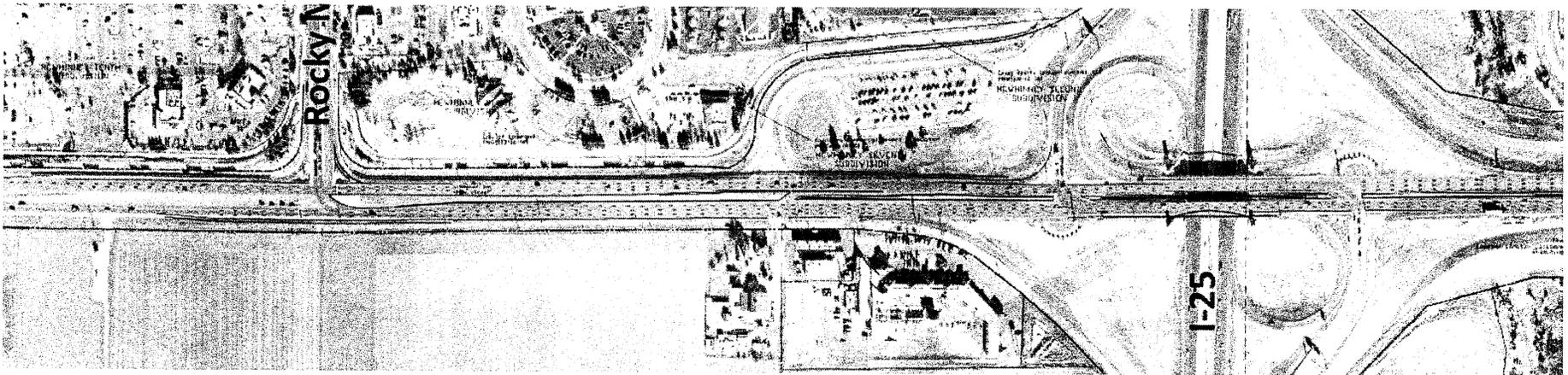
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Additional Value Added Scope Item

EXPRESS LINES NORTH I-25
Johnstown to Fort Collins

Operational Improvements at SH34:

- Bridge Widening over I-25 and 3 lanes from Rocky Mountain to Centerra
 - ~ \$9.0M Total
 - (~ \$1.4M Bridge Widening)





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Next Steps



- Resolution on US34 or SH402 before Draft RFP
- Commitment of Funds by Final RFP
- IGA's
 - In development - mtgs w/locals being set up now
 - Need to Defined flow of funds and commitments by year



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QUESTIONS?

North I-25 Project Director
Scott Rees
Scott.rees@state.co.us
970-350-2149

I-25 Corridor Manager
Heather Paddock
Heather.paddock@state.co.us
970-350-2321

<https://www.codot.gov/projects/north-i-25>

