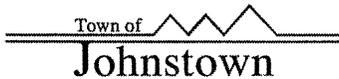


***TOWN COUNCIL***  
***MEETING***  
***PACKET***

**May 15, 2017**



Town Council

**Agenda**  
**Monday, May 15, 2017**  
**Town Hall, Council Chambers**  
**450 So. Parish Avenue**  
**7:00 PM**



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

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

**1) CALL TO ORDER**

- A) Pledge of Allegiance

**2) ROLL CALL**

**3) AGENDA APPROVAL**

**3) RECOGNITIONS AND PROCLAMATIONS**

- A) Recognition of Roosevelt High School Boys & Girls Track Teams
- B) Recognition of Mayor's Awards of Excellence Winners

**5) PUBLIC COMMENT (three-minute limit per speaker)**

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

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**6) CONSENT AGENDA**

- A) Town Council Meeting Minutes –May 1, 2017
- B) Payment of Bills
- C) April Financial Statements
- D) **\*2<sup>nd</sup> Reading** – Ordinance No. 2017-147, An Ordinance Amending Section 16-242 of the Johnstown Municipal Code to Include Child Care Centers as a Use Permitted by Right in the Central Business District
- E) Contract for Geotechnical Services for the North Second Street Improvement Project – CTL Thompson

**7) STAFF REPORTS**

**8) OLD BUSINESS**

**9) NEW BUSINESS**

- A) Consider Award of Contract for Larimer Parkway at US 34 Signal Project - WL Contractors Inc.
- B) Consider Professional Services Agreement for Construction Management Services for Larimer Parkway at US 34 Signal Project – TTG of Denver Consulting Engineers
- C) Consider Memorandum of Understanding between Town of Johnstown and YMCA of Boulder Valley
- D) Presentation of Community Recreation Center Site Analysis/ Evaluation - Sink Combs Dethlefs

**10) COUNCIL REPORTS AND COMMENTS**

**11) MAYOR'S COMMENTS**

**12) ADJOURN**

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**WORKSESSION**

- 1) Discussion of Term Limits for Elected Officials



**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 ITEM 6A-E**

### **CONSENT**

### **AGENDA**

- **Council Minutes – May 1, 2017**
  - **Payment of Bills**
  - **April Financial Statements**
- \*Amending Section 16-242 Municipal Code-  
Child Care Centers, Use by Right-Central  
Business District – 2<sup>nd</sup> Reading, Ordinance  
No. 2017-147**
  - **Award Contract  
(Geotechnical Services-No. 2<sup>nd</sup> Street  
Improvement Project )**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** May 15, 2017

**ITEM NUMBER:** 6A-E

**SUBJECT:** Consent Agenda

**ACTION PROPOSED:** Approve Consent Agenda

**PRESENTED BY:** Town Clerk

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**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 – May 1, 2017
- B) Payment of Bills
- C) April Financial Statements
- D) \*2<sup>nd</sup> Reading – Ordinance No. 2017-147, An Ordinance Amending Section 16-242 of the Johnstown Municipal Code to Include Child Care Centers as a Use Permitted by Right in the Central Business District
- E) \*\*Contract for Geotechnical Services for the North Second Street Improvement Project-CTL Thompson

\*\*Request for Proposals were sent to three (3) geotechnical consulting firms for the North Second Street Improvement Project. Ground Engineering Inc., CTL Thompson and Terracon Consultants Inc. responded to the Town's solicitation. Based upon a review of the proposals by Town staff, it is recommended that the contract for geotechnical services be awarded to CTL Thompson (lowest proposal) in a total amount not to exceed **\$13,010**, and authorize the Town Manager to approve change orders in an amount not to exceed ten percent (10%) of the contract amount, and also authorize the Mayor to sign the agreement. The professional services agreement is the Town's standard agreement. According to the Town Treasurer, sufficient funds have been budgeted for the project.

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

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**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** Approve Consent Agenda

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**SUGGESTED MOTION:**

**For Approval:** I move to approve the Consent Agenda.

**For Denial:**

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**Reviewed:**

  
Town Manager

**COUNCIL  
MINUTES**

The Town Council of the Town of Johnstown met on Monday, May 1, 2017 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor James led the Pledge of Allegiance.

Roll Call:

Those present were: Councilmembers Davis, Lebsack, Mellon, Mitchell and Young

Those absent were: Councilmember Molinar Jr.

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

Agenda Approval

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

Consent Agenda

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

- April 17, 2017 Council Meeting Minutes
- 2<sup>nd</sup> Reading – Ordinance nol. 2017-146, An Ordinance Amending Chapter 5 of the Johnstown Municipal Code to Include Article IX, Liquor Licensing, Establishing Liquor Licensing Regulations and Assigning Administrative Functions to the Town Clerk
- Resolution No. 2017-08, Approving the Final Plat for Thompson River Ranch Filing No. 6, A Subdivision Located in the Southwest Quarter of the Northeast Quarter of Section 23, Township 5 North, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Larimer, State of Colorado, Consisting of Approximately 6.18 Acres

Motion carried with a unanimous vote.

New Business

A. Public Hearing – Ordinance No. 2017-147, An Ordinance Amending Section 16-242 of the Johnstown Municipal Code to Include Child Care Centers as a Use Permitted by Right in the Central Business District – Chapter 16, Article XIV of the Johnstown Municipal Code establishes the zoning for the Central Business CB District. Section 16-242 sets forth the principal uses permitted by right in the CB District. A property owner in the CB District, requested that the Town include child day care centers as a principal use permitted by right. The ordinance changes the CB District to allow child day care centers as a principal use permitted by right.

Mayor James opened the Public Hearing at 7:11 and having no public comment closed the hearing at 7:13 p.m.

Councilmember Young made a motion seconded by Councilmember Davis to approve Ordinance No. 2017-147, an Ordinance Amending Section 16-242 of the Johnstown Municipal Code to Include Child Day Care Centers as a Principal Use Permitted by Right in the Central Business District. Motion carried with a unanimous vote.

B. Consider Professional Services Agreement with LaCouture, Inc., for Owner Representation Services for the Johnstown Community Recreation Center – Councilmember Lebsack made a motion seconded by Councilmember Davis to approve the professional services agreement with LaCouture, Inc. for owner’s representation services for the Johnstown Community Recreation Center in an amount not to exceed \$184,800, and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

C. Consider 2017 Three Mile Plan - Section 31-12-105(1)(e) of the Colorado Revised Statutes limits annexations by municipalities by stating that no annexation may take place, which would have the effect of extending a municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year. Councilmember Young made a motion seconded by Councilmember Mellon to approve the 2017 Three Mile Plan. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 7:39 p.m.

Mayor

Town Clerk/Treasurer

**PAYMENT  
OF  
BILLS**

<b>BILLS SUBMITTED FOR PAYMENT- MAY 2017</b>			
ACE HARDWARE	\$	841.81	
A & E TIRE INC.	\$	674.80	
ALL COPY PRODUCTS	\$	1,000.08	
ANCHOR AUTO GLASS	\$	834.58	
ARAPAHOE RENTAL	\$	143.76	
BEST BUY BUSINESS ADVANTAGE	\$	3,811.04	
BRANDON COPELAND	\$	520.32	
CASELLE	\$	686.00	
CENTURY LINK	\$	327.87	
CHEMATOX LABORATORIES INC	\$	25.00	
CINTA'S	\$	448.72	
CIRSA	\$	45,649.75	
COLORADO ANALYTICAL	\$	535.00	
COLORADO INSPECTION CONNECTION	\$	9,400.00	
COLORADO MOSQUITO CONTROL	\$	2,976.66	
CONVERGED COMMUNICATIONS, LLC	\$	4,245.30	
COREN PRINTING INC.	\$	272.00	
CROWELL MASONRY INC.	\$	4,776.00	
DANA KEPNER COMPANY, INC.	\$	827.20	
DBC IRRIGATION SUPPLY	\$	363.45	
DPC INDUSTRIES (CHEMICALS)	\$	16,427.91	
ELITE PRINTING GROUP LLC	\$	44.00	
FERGUSON WATERWORKS	\$	50.22	
FIRST CLASS SECURITY SYSTEMS	\$	78.90	
FIRST NATIONAL BANK	\$	4,328.46	
FRONTIER FERTILIZER	\$	61.24	
G&K SERVICES	\$	220.25	
GALLS/QUARTERMASTER	\$	445.00	
GERRARD EXCAVATING, INC.	\$	1,650.00	
GRAINGER	\$	838.88	
GREELEY LOCK & KEY	\$	312.47	
GREYSTONE TECHNOLOGY	\$	1,233.11	
HAVEN TECHNOLOGY CORP.	\$	602.17	
HAYS MARKET	\$	306.88	
HELTON & WILLIAMSEN	\$	422.50	
HILL & ROBBINS PC	\$	322.26	
HOME DEPOT	\$	400.00	EST
IMEG CORP	\$	770.00	
J&S CONTRACTORS SUPPLY	\$	312.12	
JENSEN ARMS	\$	218.73	
JOHN ELWAY CHRYSLER JEEP DODGE RAM	\$	750.90	
JOHNSTOWN BBQ DAY	\$	12,500.00	
JOHNSTOWN BREEZE	\$	524.40	
JONES EXCAVATING & PLUMBING	\$	2,203.75	
JTOWN GRAPHIX	\$	56.00	
KELLY SUPPLY COMPANY	\$	311.17	
LARIMER HUMANE SOCIETY	\$	2,720.00	
LAW OFFICE OF AVI S. ROCKLIN, LLC	\$	3,801.00	
LAZAR, MICHAEL A.	\$	1,440.00	EST
L G EVERIST INC.	\$	549.32	
LOVELAND READY-MIX CONCRET, INC.	\$	679.35	
LOVELAND TREE FARM	\$	2,910.00	
LOWE'S	\$	257.07	
MARES AUTO	\$	240.98	
MARIPOSA PLANTS	\$	85.00	
MCDONALD FARMS ENTERPRISES INC.	\$	5,400.00	
MILLIKEN JOHNSTOWN ELECTRIC	\$	325.00	
MIRACLE RECREATION	\$	586.27	
MISSION COMMUNICATIONS, LLC	\$	347.40	
MOUNTAIN STATES PIPE & SUPPLY	\$	12,485.30	
NALCO COMPANY LLC	\$	3,193.58	

NAPA AUTO PARTS	\$	670.49	
NEWCO INCORPORATED	\$	28.26	
NOCO ENGINEERING COMPANY	\$	1,123.40	
NORTHERN SAFETY CO. INC.	\$	334.31	
OFFICE DEPOT	\$	593.81	
PAETEC	\$	1,774.85	
POUDRE VALLEY REA	\$	11,420.21	
PURCHASE POWER	\$	150.00	
QUILL	\$	345.35	
RHINEHART OIL COMPANY	\$	4,219.73	
ROYAL-T ROOTER	\$	790.00	
SOUTHWEST DIRECT INC.	\$	2,699.57	
STATE OF COLORADO / DRIVER SERVICES & TRAFFIC RECORDS	\$	255.00	
SUPPLYWORKS	\$	712.29	
TDS	\$	987.36	EST
THE TREE GUYS	\$	6,400.00	
TRAFFIC SIGNAL CONTROLS, INC.	\$	75.00	
TRU GREEN	\$	2,238.00	
TTG ENGINEERS, INC	\$	135.00	
UNITED POWER	\$	749.10	
UNIVERSITY OF COLORADO / MEDICAL CENTER OF THE ROCKIES	\$	732.16	
USA BLUEBOOK	\$	2,157.88	
UTILITY NOTIFICATION CENTER	\$	1,097.65	
VERIZON WIRELESS	\$	1,500.57	
WASTE MANAGEMENT	\$	57,718.44	
WELD COUNTY ACCOUNTING	\$	19,083.83	
WESTERN FIRE EXTINGUISHER	\$	151.19	
WINTERS, HELLERICH & HUGHES	\$	3,030.00	
XCEL ENERGY	\$	36,235.21	EST
YOST CLEANING	\$	1,972.00	
	\$	<b>318,151.59</b>	

**APRIL  
FINANCIAL  
STATEMENTS**

# EXECUTIVE SUMMARY APRIL 2017

33.00%

	Actual	Budget	Variance	%
<b>GENERAL</b>				
<u>Revenues</u>	3,810,187.00	8,115,200.00	4,305,013.00	47%
<u>Expenditures</u>				
Legislative	7,544.00	37,800.00	30,256.00	20%
Judicial	14,902.00	42,800.00	27,898.00	35%
Elections	-	10,700.00	10,700.00	0%
Administration	121,929.00	409,400.00	287,471.00	30%
Planning & Zoning	63,294.00	188,600.00	125,306.00	34%
Police	581,911.00	2,170,500.00	1,588,589.00	27%
Protective Inspections	44,045.00	197,800.00	153,755.00	22%
Streets	351,126.00	1,432,700.00	1,081,574.00	25%
Cemetery	2,746.00	44,500.00	41,754.00	6%
Animal Control	26,174.00	96,600.00	70,426.00	27%
Senior Coordinator	21,788.00	71,100.00	49,312.00	31%
Parks	2,806.00	66,900.00	64,094.00	4%
Community	33,193.00	780,400.00	747,207.00	4%
Transfers	223,072.00	2,057,700.00	1,834,628.00	11%
<u>Total Expenditures</u>	1,494,530.00	7,607,500.00	6,112,970.00	20%
 Excess Revenues over Expenditures	 2,315,657.00			

# EXECUTIVE SUMMARY APRIL 2017

33%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
<b>WATER</b>				
<u>Revenues</u>	1,087,906.00	2,442,700.00	1,354,794.00	45%
<u>Expenditures</u>				
Administration	50,775.00	260,100.00	209,325.00	20%
Operations	289,099.00	1,735,000.00	1,445,901.00	17%
	339,874.00	1,995,100.00	1,655,226.00	17%
Excess Revenues over Expenditures	748,032.00			

# EXECUTIVE SUMMARY APRIL 2017

33.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
<b>WASTEWATER</b>				
<u>Revenues</u>	710,310.00	1,775,000.00	1,064,690.00	40%
<u>Expenditures</u>				
Administration	60,903.00	284,100.00	223,197.00	21%
Operation	250,234.00	1,386,600.00	1,136,366.00	18%
	311,137.00	1,670,700.00	1,359,563.00	19%
Excess Revenues over Expenditures	399,173.00			

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	306,269.51	1,801,915.86	3,508,400.00	1,706,484.14	51.4
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	26,932.08	100,412.76	210,000.00	109,587.24	47.8
01-01-4030-00 FRANCHISE TAXES	35,235.07	159,131.80	390,000.00	230,868.20	40.8
01-01-4040-00 PENALTIES & INTEREST	( 223.31)	( 229.78)	4,000.00	4,229.78	( 5.7)
01-01-4070-00 SALES TAX	250,417.58	984,868.33	2,350,000.00	1,365,131.67	41.9
01-01-4075-00 LODGING TAX	8,292.65	17,217.42	17,000.00	( 217.42)	101.3
01-01-4080-00 SEVERANCE TAX	.00	.00	60,000.00	60,000.00	.0
<b>TOTAL TAXES</b>	<b>626,923.58</b>	<b>3,063,316.39</b>	<b>6,539,400.00</b>	<b>3,476,083.61</b>	<b>46.8</b>
<u>LICENSES &amp; PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	951.40	2,049.70	700.00	( 1,349.70)	292.8
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	1,125.82	12,264.57	11,500.00	( 764.57)	106.7
01-02-4130-00 BUILDING PERMITS	58,561.26	166,027.44	280,000.00	113,972.56	59.3
01-02-4140-00 DOG LICENSE & PERMITS OTHE	34.00	812.00	2,300.00	1,488.00	35.3
01-02-4150-00 FINGERPRINTING	10.00	147.34	200.00	52.66	73.7
<b>TOTAL LICENSES &amp; PERMITS</b>	<b>60,682.48</b>	<b>181,301.05</b>	<b>294,700.00</b>	<b>113,398.95</b>	<b>61.5</b>
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	1,227.28	5,245.59	14,000.00	8,754.41	37.5
01-03-4220-00 HIGHWAY USERS TAX	32,907.57	132,196.88	350,000.00	217,803.12	37.8
01-03-4230-00 ADD. VEH. REG. FEE	621.00	12,770.00	42,000.00	29,230.00	30.4
01-03-4240-00 COUNTY ROAD & BRIDGE	18,257.85	43,423.53	75,000.00	31,576.47	57.9
<b>TOTAL INTERGOVERNMENTAL</b>	<b>53,013.70</b>	<b>193,636.00</b>	<b>481,000.00</b>	<b>287,364.00</b>	<b>40.3</b>
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOTS AND CARE	6,329.25	9,349.25	22,000.00	12,650.75	42.5
01-04-4320-00 TRASH CHARGES	50,442.90	200,787.39	585,000.00	384,212.61	34.3
01-04-4330-00 OTHER SERVICES	315.65	7,341.71	1,500.00	( 5,841.71)	489.5
01-04-4340-00 FISHING PERMITS	100.00	155.00	600.00	445.00	25.8
<b>TOTAL CHARGES FOR SERVICES</b>	<b>57,187.80</b>	<b>217,633.35</b>	<b>609,100.00</b>	<b>391,466.65</b>	<b>35.7</b>
<u>FINES</u>					
01-05-4410-00 MUNICIPAL COURT FINES & FE	21,294.90	78,068.08	80,000.00	1,931.92	97.6
01-05-4420-00 SURCHARGE	3,905.00	14,169.13	12,000.00	( 2,169.13)	118.1
<b>TOTAL FINES</b>	<b>25,199.90</b>	<b>92,237.21</b>	<b>92,000.00</b>	<b>( 237.21)</b>	<b>100.3</b>

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-06-4510-00 COMM. CENTER RENTAL FEES	935.00	7,957.50	10,000.00	2,042.50	79.6
01-06-4530-00 REFUND OF EXPENDITURES	9,152.87	10,475.84	5,000.00	( 5,475.84)	209.5
01-06-4570-00 SCHOOL DISTRICT	.00	.00	29,000.00	29,000.00	.0
<b>TOTAL MISCELLANEOUS</b>	<b>10,087.87</b>	<b>18,433.34</b>	<b>44,000.00</b>	<b>25,566.66</b>	<b>41.9</b>
<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00 EARNINGS ON INVESTMENTS	12,212.16	59,106.75	50,000.00	( 9,106.75)	118.2
<b>TOTAL EARNINGS ON INVESTMENTS</b>	<b>12,212.16</b>	<b>59,106.75</b>	<b>50,000.00</b>	<b>( 9,106.75)</b>	<b>118.2</b>
<u>SOURCE 08</u>					
01-08-4530-00 DEVELOPERS COST PAYMENT	( 31,025.22)	( 15,477.33)	5,000.00	20,477.33	(309.6)
<b>TOTAL SOURCE 08</b>	<b>( 31,025.22)</b>	<b>( 15,477.33)</b>	<b>5,000.00</b>	<b>20,477.33</b>	<b>(309.6)</b>
<b>TOTAL FUND REVENUE</b>	<b>814,282.27</b>	<b>3,810,186.76</b>	<b>8,115,200.00</b>	<b>4,305,013.24</b>	<b>47.0</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00	1,775.00	6,150.00	22,800.00	16,650.00	27.0
01-10-5050-00	135.81	470.48	1,800.00	1,329.52	26.1
01-10-5070-00	47.20	203.89	1,200.00	996.11	17.0
01-10-6511-00	.00	.00	3,000.00	3,000.00	.0
01-10-6522-00	.00	250.00	1,000.00	750.00	25.0
01-10-6544-03	97.96	269.13	2,500.00	2,230.87	10.8
01-10-8016-00	.00	200.00	4,000.00	3,800.00	5.0
01-10-9028-00	.00	.00	1,500.00	1,500.00	.0
TOTAL LEGISLATIVE	2,055.97	7,543.50	37,800.00	30,256.50	20.0
<u>JUDICIAL</u>					
01-15-5011-00	1,440.00	5,640.00	13,000.00	7,360.00	43.4
01-15-5012-00	3,980.00	9,120.00	28,700.00	19,580.00	31.8
01-15-6505-00	58.84	141.65	1,000.00	858.35	14.2
01-15-8016-00	.00	.00	100.00	100.00	.0
TOTAL JUDICIAL	5,478.84	14,901.65	42,800.00	27,898.35	34.8
<u>ELECTIONS</u>					
01-20-6413-00	.00	.00	700.00	700.00	.0
01-20-8018-00	.00	.00	10,000.00	10,000.00	.0
TOTAL ELECTIONS	.00	.00	10,700.00	10,700.00	.0

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	5,830.36	25,841.95	90,000.00	64,158.05	28.7
01-25-5010-03 OVERTIME	.00	34.66	600.00	565.34	5.8
01-25-5011-00 PART TIME OFFICE	349.44	1,460.54	13,000.00	11,539.46	11.2
01-25-5012-00 HOURLY COMMUNICATIONS STAFF	1,008.42	4,324.21	17,200.00	12,875.79	25.1
01-25-5015-00 CLEANING SALARIES	216.67	866.67	3,500.00	2,633.33	24.8
01-25-5025-00 MANAGER	4,234.64	18,944.95	55,100.00	36,155.05	34.4
01-25-5050-00 PAYROLL TAXES	859.30	3,813.18	13,500.00	9,686.82	28.3
01-25-5060-00 RETIREMENT FUND	764.38	3,226.58	12,100.00	8,873.42	26.7
01-25-5065-00 HEALTH INSURANCE	1,508.21	6,032.86	26,500.00	20,467.14	22.8
01-25-5070-00 WORKMAN'S COMPENSATION	35.11	191.80	1,000.00	808.20	19.2
01-25-6010-00 UTILITIES	356.10	1,198.50	6,000.00	4,801.50	20.0
01-25-6505-00 OFFICE EXPENSE	237.90	1,346.78	7,000.00	5,653.22	19.2
01-25-6506-00 UTILITY BILL MAILING	669.54	2,009.22	8,000.00	5,990.78	25.1
01-25-6510-00 TELEPHONE	150.13	449.80	2,300.00	1,850.20	19.6
01-25-6511-00 TRAINING	.00	.00	1,100.00	1,100.00	.0
01-25-6513-00 PUBLISHING	.00	897.50	5,500.00	4,602.50	16.3
01-25-6515-00 DUES AND SUBSCRIPTIONS	46.80	2,259.80	2,900.00	640.20	77.9
01-25-6518-00 CLEANING SUPPLIES	72.13	250.18	1,700.00	1,449.82	14.7
01-25-6520-00 MILEAGE & EXPENSES	.00	.00	2,500.00	2,500.00	.0
01-25-6522-00 INSURANCE & BONDS	.00	2,325.00	15,700.00	13,375.00	14.8
01-25-6544-05 SOFTWARE	.00	.00	2,000.00	2,000.00	.0
01-25-6544-07 MISC. OFFICE EQPT.	.00	.00	1,100.00	1,100.00	.0
01-25-7020-00 MAINTENANCE & REPAIRS	38.29	389.60	3,800.00	3,410.40	10.3
01-25-8010-00 AUDIT	.00	.00	3,000.00	3,000.00	.0
01-25-8012-00 COMPUTER PROFESSIONAL SERV	522.97	3,426.81	10,500.00	7,073.19	32.6
01-25-8014-00 LEGAL	652.00	16,015.00	38,000.00	21,985.00	42.1
01-25-8015-00 TAPING MEETINGS	500.32	1,987.28	7,000.00	5,012.72	28.4
01-25-8016-00 SALARY STUDY FEES	.00	.00	800.00	800.00	.0
01-25-8017-00 PROFESSIONAL SERVICES	.00	.00	2,000.00	2,000.00	.0
01-25-8019-00 TREASURER'S FEES	4,860.30	24,636.14	55,000.00	30,363.86	44.8
01-25-9028-00 COMMUNICATIONS	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL ADMINISTRATION</b>	<b>22,913.01</b>	<b>121,929.01</b>	<b>409,400.00</b>	<b>287,470.99</b>	<b>29.8</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING &amp; ZONING</u>					
01-30-5010-00 SALARIES	9,021.16	40,421.72	117,400.00	76,978.28	34.4
01-30-5050-00 PAYROLL TAXES	677.30	3,040.98	9,000.00	5,959.02	33.8
01-30-5060-00 RETIREMENT FUND	833.14	3,733.11	10,900.00	7,166.89	34.3
01-30-5065-00 HEALTH INSURANCE	1,337.37	5,613.50	18,500.00	12,886.50	30.3
01-30-5070-00 WORKMENS COMPENSATION	35.11	191.80	1,700.00	1,508.20	11.3
01-30-6010-00 UTILITIES	157.80	536.69	3,400.00	2,863.31	15.8
01-30-6505-00 OFFICE SUPPLIES	57.34	90.19	2,500.00	2,409.81	3.6
01-30-6510-00 TELEPHONE	132.97	398.31	1,400.00	1,001.69	28.5
01-30-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-30-6513-00 PUBLISH/RECORD	45.90	92.34	200.00	107.66	46.2
01-30-6515-00 DUES/SUBSCRIPTIONS	.00	461.00	800.00	339.00	57.6
01-30-6520-00 MILEAGE & EXPENSES	.00	.00	100.00	100.00	.0
01-30-6522-00 INSURANCE AND BONDS	.00	625.00	2,500.00	1,875.00	25.0
01-30-6544-04 MACHINERY AND EQPT.	.00	.00	500.00	500.00	.0
01-30-8012-00 COMPUTER PROFESSIONAL SERVICES	144.30	577.20	2,000.00	1,422.80	28.9
01-30-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-30-8016-00 PROFESSIONAL SERVICES	.00	759.62	10,000.00	9,240.38	7.6
01-30-8017-00 NORTH FRONT RANGE MPO	.00	6,753.00	6,700.00	( 53.00)	100.8
<b>TOTAL PLANNING &amp; ZONING</b>	<b>12,442.39</b>	<b>63,294.46</b>	<b>188,600.00</b>	<b>125,305.54</b>	<b>33.6</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	83,007.96	366,376.43	1,234,400.00	868,023.57	29.7
01-35-5010-03 OVERTIME PAY	416.32	1,966.01	15,000.00	13,033.99	13.1
01-35-5013-00 CLERICAL SALARIES	2,752.00	11,008.00	35,300.00	24,292.00	31.2
01-35-5015-00 PART-TIME SALARIES	3,867.71	15,449.35	54,000.00	38,550.65	28.6
01-35-5050-00 PAYROLL TAXES	6,685.72	29,414.62	102,500.00	73,085.38	28.7
01-35-5060-00 RETIREMENT	4,890.79	21,560.93	72,000.00	50,439.07	30.0
01-35-5065-00 HEALTH INSURANCE	20,053.25	77,516.02	330,000.00	252,483.98	23.5
01-35-5070-00 WORKMEN'S COMPENSATION	2,171.21	9,378.97	53,600.00	44,221.03	17.5
01-35-6010-00 UTILITIES	894.19	3,300.06	16,400.00	13,099.94	20.1
01-35-6505-00 OFFICE EXPENSE	613.34	1,887.74	8,000.00	6,112.26	23.6
01-35-6510-00 TELEPHONE	527.00	1,583.52	7,500.00	5,916.48	21.1
01-35-6511-00 TRAINING	1,852.00	2,227.00	11,000.00	8,773.00	20.3
01-35-6513-00 PUBLISHING	.00	.00	1,500.00	1,500.00	.0
01-35-6515-00 DUES AND SUBSCRIPTIONS	.00	35.00	1,200.00	1,165.00	2.9
01-35-6518-00 CLEANING SERVICES	822.15	2,853.06	8,100.00	5,246.94	35.2
01-35-6522-00 INSURANCE AND BONDS	.00	10,625.00	50,500.00	39,875.00	21.0
01-35-6524-00 GAS AND OIL	2,625.46	6,503.62	38,000.00	31,496.38	17.1
01-35-6526-00 OPERATING SUPPLIES	266.40	1,636.38	7,000.00	5,363.62	23.4
01-35-6527-00 UNIFORMS AND CLEANING	513.27	548.60	5,000.00	4,451.40	11.0
01-35-6528-00 WELD COUNTY MAINT. AGREEME	.00	.00	20,000.00	20,000.00	.0
01-35-6544-02 COMPUTER SYSTEMS	.00	.00	2,500.00	2,500.00	.0
01-35-6544-04 RADAR GUNS	193.00	193.00	5,000.00	4,807.00	3.9
01-35-6544-05 CELLULAR PHONES	.00	.00	100.00	100.00	.0
01-35-6544-06 VESTS	.00	( 2,530.00)	2,500.00	5,030.00	(101.2)
01-35-6544-07 CAMERA & INVESTIGATION EQPT.	.00	.00	2,600.00	2,600.00	.0
01-35-6544-09 SHOOTING RANGE SUPPLIES	.00	159.76	3,600.00	3,440.24	4.4
01-35-6544-10 OFFICE IMPROVEMENTS	.00	.00	4,000.00	4,000.00	.0
01-35-6544-11 POLICE EQUIPMENT	552.60	722.28	12,500.00	11,777.72	5.8
01-35-7010-00 BLDG. REPAIR & MAINT.	.00	129.60	8,000.00	7,870.40	1.6
01-35-7020-00 REPAIRS AND MAINTENANCE	656.38	4,962.86	11,000.00	6,037.14	45.1
01-35-8012-00 COMP. PROFESSIONAL SERVICE	235.33	1,094.01	10,000.00	8,905.99	10.9
01-35-8014-00 LEGAL	.00	155.00	3,000.00	2,845.00	5.2
01-35-8016-00 PROFESSIONAL SERVICES	390.00	925.00	5,000.00	4,075.00	18.5
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	734.43	2,203.17	10,500.00	8,296.83	21.0
01-35-9022-00 JAIL FEES	.00	.00	1,500.00	1,500.00	.0
01-35-9028-00 COMMUNITY SERVICES	.00	.00	2,000.00	2,000.00	.0
01-35-9028-01 TASK FORCE	.00	.00	2,000.00	2,000.00	.0
01-35-9028-02 SRO (SCHOOL RESOURCE OFFICER)	.00	.00	300.00	300.00	.0
01-35-9028-03 RECORDS CONTRACT	.00	4,686.18	8,000.00	3,313.82	58.6
<b>TOTAL POLICE</b>	<b>134,720.51</b>	<b>581,911.17</b>	<b>2,170,500.00</b>	<b>1,588,588.83</b>	<b>26.8</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	1,928.85	8,365.30	32,300.00	23,934.70	25.9
01-40-5010-03 OVERTIME	.00	34.64	.00	( 34.64)	.0
01-40-5050-00 PAYROLL TAXES	144.07	628.65	2,500.00	1,871.35	25.2
01-40-5080-00 RETIREMENT	81.69	355.75	1,400.00	1,044.25	25.4
01-40-5065-00 HEALTH INSURANCE	354.58	1,418.32	5,200.00	3,781.68	27.3
01-40-5070-00 WORKMEN'S COMPENSATION	47.20	203.89	1,400.00	1,196.11	14.6
01-40-6010-00 UTILITIES	180.32	613.28	3,900.00	3,286.72	15.7
01-40-6505-00 OFFICE EXPENSE	219.00	463.50	3,800.00	3,336.50	12.2
01-40-6510-00 TELEPHONE	132.97	398.31	1,600.00	1,201.69	24.9
01-40-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-40-6513-00 PUBLISHING	.00	.00	500.00	500.00	.0
01-40-6515-00 DUES & SUBSCRIPTIONS	.00	25.00	200.00	175.00	12.5
01-40-6518-00 CLEANING & SUPPLIES	72.13	200.54	1,000.00	799.46	20.1
01-40-6522-00 INSURANCE AND BONDS	.00	1,724.75	8,500.00	6,775.25	20.3
01-40-6526-00 OPERATING SUPPLIES	.00	199.99	2,000.00	1,800.01	10.0
01-40-7020-00 REPAIR & MAINTENANCE	212.90	312.90	2,000.00	1,687.10	15.7
01-40-8012-00 COMP. PROF. SERVICES	198.05	899.70	3,500.00	2,600.30	25.7
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	9,400.00	28,200.00	127,000.00	98,800.00	22.2
<b>TOTAL PROTECTIVE INSPECTIONS</b>	<b>12,971.76</b>	<b>44,044.52</b>	<b>197,800.00</b>	<b>153,755.48</b>	<b>22.3</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-5010-00 SALARIES	18,309.88	81,278.57	280,000.00	198,721.43	29.0
01-45-5010-03 OVERTIME	82.14	332.21	7,000.00	6,667.79	4.8
01-45-5015-00 PART-TIME SALARIES	.00	.00	15,000.00	15,000.00	.0
01-45-5050-00 PAYROLL TAXES	1,352.86	6,022.67	23,200.00	17,177.33	26.0
01-45-5060-00 RETIREMENT FUND	1,109.70	4,939.28	17,400.00	12,460.72	28.4
01-45-5065-00 HEALTH INSURANCE	5,218.99	21,146.70	82,000.00	60,853.30	25.8
01-45-5070-00 WORKMEN'S COMPENSATION	944.00	4,077.81	19,100.00	15,022.19	21.4
01-45-6010-00 UTILITIES	603.35	2,531.58	10,000.00	7,468.42	25.3
01-45-6015-00 UTILITIES - STREET LIGHTIN	15,070.75	52,132.80	243,000.00	190,867.20	21.5
01-45-6505-00 OFFICE EXPENSE	.00	.00	600.00	600.00	.0
01-45-6510-00 TELEPHONE	357.76	1,073.28	3,300.00	2,226.72	32.5
01-45-6511-00 TRAINING	.00	200.00	1,500.00	1,300.00	13.3
01-45-6515-00 DUES & SUBSCRIPTIONS	.00	.00	2,000.00	2,000.00	.0
01-45-6518-00 CLEANING SUPPLIES	87.78	519.04	1,600.00	1,080.96	32.4
01-45-6522-00 INSURANCE AND BONDS	.00	7,000.00	28,000.00	21,000.00	25.0
01-45-6524-00 GAS & OIL	2,722.14	4,136.08	15,500.00	11,363.92	26.7
01-45-6526-00 OPERATING SUPPLIES	341.96	1,096.55	4,500.00	3,403.45	24.4
01-45-6530-00 SNOW AND ICE REMOVAL	.00	7,381.81	30,000.00	22,618.19	24.6
01-45-6532-00 TRASH SERVICE	47,664.90	147,755.49	592,000.00	444,244.51	25.0
01-45-6534-00 WEED CONTROL	.00	.00	2,500.00	2,500.00	.0
01-45-6536-00 STREET SIGNS	.00	197.90	4,000.00	3,802.10	5.0
01-45-6544-03 EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-45-6544-06 HOLIDAY DECORATIONS	.00	492.20	7,500.00	7,007.80	6.6
01-45-6544-07 TOOLS	75.20	343.11	2,500.00	2,156.89	13.7
01-45-6544-09 SAFETY EQUIPMENT	92.92	124.72	4,200.00	4,075.28	3.0
01-45-7020-00 REP & MAINT - EQUIP & BLDG	2,477.86	7,171.94	25,000.00	17,828.06	28.7
01-45-7030-00 REPAIR & MAINT. BLDGS.	.00	337.85	3,000.00	2,662.15	11.3
01-45-8012-00 COMPUTER PROFESSIONAL SERVICES	99.95	399.80	1,200.00	800.20	33.3
01-45-8016-00 PROFESSIONAL SERVICES	307.25	435.10	3,100.00	2,664.90	14.0
<b>TOTAL STREETS</b>	<b>96,919.39</b>	<b>351,126.49</b>	<b>1,432,700.00</b>	<b>1,081,573.51</b>	<b>24.5</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
01-50-5015-00 SALARIES	.00	.00	12,000.00	12,000.00	.0
01-50-5050-00 PAYROLL TAXES	.00	.00	1,000.00	1,000.00	.0
01-50-5070-00 WORKMEN'S COMPENSATION	47.20	203.89	1,500.00	1,296.11	13.6
01-50-6513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-6522-00 INSURANCE	.00	500.00	2,100.00	1,600.00	23.8
01-50-6524-00 GAS & OIL	740.09	740.09	1,800.00	1,059.91	41.1
01-50-6526-00 SUPPLIES	135.70	252.26	2,200.00	1,947.74	11.5
01-50-6533-00 TREE TRIMMING	.00	.00	3,500.00	3,500.00	.0
01-50-6534-00 FERTILIZER & WEED CONTROL	.00	.00	4,700.00	4,700.00	.0
01-50-6544-03 SPINTRIMMER	.00	.00	800.00	800.00	.0
01-50-6544-05 TOOLS	.00	.00	400.00	400.00	.0
01-50-6544-06 TREES	1,050.00	1,050.00	2,000.00	950.00	52.5
01-50-7020-00 REPAIRS AND MAINTENANCE	.00	.00	8,200.00	8,200.00	.0
01-50-7025-00 SPRINKLER REPAIR	.00	.00	3,500.00	3,500.00	.0
01-50-8016-00 PROFESSIONAL SERVICES	.00	.00	500.00	500.00	.0
<b>TOTAL CEMETERY</b>	<b>1,972.99</b>	<b>2,746.24</b>	<b>44,500.00</b>	<b>41,753.76</b>	<b>6.2</b>
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	3,714.50	16,159.58	47,900.00	31,740.42	33.7
01-55-5010-03 OVERTIME	.00	120.75	200.00	79.25	60.4
01-55-5050-00 PAYROLL TAXES	267.27	1,177.90	3,700.00	2,522.10	31.8
01-55-5060-00 RET BEN	157.32	684.42	2,100.00	1,415.58	32.6
01-55-5065-00 HEALTH BEN	1,531.16	6,124.66	19,800.00	13,675.34	30.9
01-55-5070-00 WORKMENS COMPENSATION	48.16	140.73	1,800.00	1,659.27	7.8
01-55-6522-00 INSURANCE	.00	975.00	3,900.00	2,925.00	25.0
01-55-6524-00 GAS AND OIL	212.64	515.16	2,000.00	1,484.84	25.8
01-55-6526-00 SUPPLIES	.00	170.53	1,200.00	1,029.47	14.2
01-55-7020-00 REPAIR & MAINTENANCE	.00	104.60	1,000.00	895.40	10.5
01-55-7030-00 WEED/NUISANCE CONTROL	.00	.00	8,000.00	8,000.00	.0
01-55-8016-00 PROFESSIONAL SERVICES	.00	.00	5,000.00	5,000.00	.0
<b>TOTAL ANIMAL CONTROL</b>	<b>5,931.05</b>	<b>26,173.33</b>	<b>96,600.00</b>	<b>70,426.67</b>	<b>27.1</b>
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	3,076.46	13,779.61	40,200.00	26,420.39	34.3
01-60-5050-00 PAYROLL TAXES	228.36	1,026.19	3,100.00	2,073.81	33.1
01-60-5065-00 HEALTH INSURANCE	649.33	2,597.32	8,400.00	5,802.68	30.9
01-60-5070-00 WORKMEN'S COMPENSATION	47.20	203.89	1,700.00	1,496.11	12.0
01-60-6010-00 UTILITIES	305.78	1,128.09	4,400.00	3,271.91	25.6
01-60-6510-00 TELEPHONE	116.88	352.22	1,400.00	1,047.78	25.2
01-60-6520-00 MILEAGE	117.81	474.63	3,200.00	2,725.37	14.8
01-60-6522-00 INSURANCE	.00	750.00	3,000.00	2,250.00	25.0
01-60-7020-00 REPAIR & MAINTENANCE	378.16	1,476.05	5,700.00	4,223.95	25.9
<b>TOTAL SENIOR COORDINATOR PROGRAM</b>	<b>4,919.98</b>	<b>21,788.00</b>	<b>71,100.00</b>	<b>49,312.00</b>	<b>30.6</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-65-5015-00 PART-TIME SALARIES	372.45	372.45	22,000.00	21,627.55	1.7
01-65-5050-00 PAYROLL TAXES	28.49	28.49	1,800.00	1,771.51	1.6
01-65-5070-00 WORKMEN'S COMPENSATION	47.20	203.89	2,000.00	1,796.11	10.2
01-65-6010-00 UTILITIES	251.84	925.87	9,200.00	8,274.13	10.1
01-65-6511-00 TRAINING	.00	.00	400.00	400.00	.0
01-65-6522-00 INSURANCE AND BONDS	.00	550.00	2,200.00	1,650.00	25.0
01-65-6524-00 GAS AND OIL	.00	.00	1,800.00	1,800.00	.0
01-65-6526-00 SUPPLIES	46.66	363.45	2,000.00	1,636.55	18.2
01-65-6534-00 FERTILIZER AND WEED CONTROL	.00	.00	11,500.00	11,500.00	.0
01-65-6542-00 PORTA-LETS	.00	.00	2,200.00	2,200.00	.0
01-65-6544-01 MOWER	.00	.00	1,000.00	1,000.00	.0
01-65-6544-02 SPIN TRIMMER	.00	.00	800.00	800.00	.0
01-65-7020-00 REPAIRS AND MAINTENANCE	240.49	240.49	5,000.00	4,759.51	4.8
01-65-7025-00 SPRINKLER REPAIRS	.00	121.37	5,000.00	4,878.63	2.4
<b>TOTAL PARKS</b>	<b>987.13</b>	<b>2,806.01</b>	<b>66,900.00</b>	<b>64,093.99</b>	<b>4.2</b>
<u>LIBRARY</u>					
01-70-7000-00 TOWN SUPPORT-LIBRARY	34,041.00	136,164.00	408,500.00	272,336.00	33.3
<b>TOTAL LIBRARY</b>	<b>34,041.00</b>	<b>136,164.00</b>	<b>408,500.00</b>	<b>272,336.00</b>	<b>33.3</b>
<u>DEPARTMENT 75</u>					
01-75-6526-00 COMMUNITY CENTER SUPPLIES	75.16	591.73	6,500.00	5,908.27	9.1
01-75-7020-00 COMMUNITY CENTER REPAIR	583.13	2,000.07	10,000.00	7,999.93	20.0
01-75-7025-00 COMMUNITY CENTER UTILITIES	305.79	1,128.11	7,500.00	6,371.89	15.0
01-75-7031-00 DOWNTOWN BEAUTIFICATION	1,466.58	1,645.98	27,000.00	25,354.02	6.1
01-75-7040-00 ARCHITECT FEES	2,777.46	4,051.46	250,000.00	245,948.54	1.6
01-75-7041-00 GRANT MATCH	.00	.00	5,000.00	5,000.00	.0
01-75-7054-00 TOWN HALL IMPROVEMENTS	.00	541.80	10,000.00	9,458.20	5.4
01-75-7055-00 ECONOMIC DEVELOPMENT CONT.	.00	1,000.00	7,000.00	6,000.00	14.3
01-75-7066-00 WEB SITE CONSULTANT	.00	.00	3,700.00	3,700.00	.0
01-75-7070-00 BARBEQUE DAYS CONTRIBUTION	.00	15,000.00	30,000.00	15,000.00	50.0
01-75-7080-00 MOSQUITO SPRAYING	.00	.00	18,500.00	18,500.00	.0
01-75-7090-00 INSURANCE DEDUCTIBLES	4,622.93	5,522.93	17,000.00	11,477.07	32.5
01-75-7100-00 SEPARATION BENEFITS	.00	.00	343,700.00	343,700.00	.0
01-75-7125-00 GROUNDS MAINTENANCE	.00	.00	15,000.00	15,000.00	.0
01-75-7129-00 NEWSLETTER/COMMUNICATION	972.08	972.08	10,000.00	9,027.92	9.7
01-75-7130-00 TOWN HALL MAINT. AGREEMENT	135.09	738.62	5,000.00	4,261.38	14.8
01-75-7131-00 SAFETY AWARD PROGRAM	.00	.00	2,500.00	2,500.00	.0
01-75-7132-00 MUSEUM IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
01-75-7133-00 DOWNTOWN FACADE GRANT PROGRAM	.00	.00	7,000.00	7,000.00	.0
<b>TOTAL DEPARTMENT 75</b>	<b>10,938.22</b>	<b>33,192.78</b>	<b>780,400.00</b>	<b>747,207.22</b>	<b>4.3</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS OUT</u>					
01-80-7040-00 TRANSFER WATER FUND	.00	.00	187,700.00	187,700.00	.0
01-80-7050-00 TRANSFER - CONTINGENT FUND	.00	.00	225,000.00	225,000.00	.0
01-80-7080-00 TRANSFER TO DEVELOPERS COST	.00	.00	25,000.00	25,000.00	.0
01-80-7081-00 FUNDING I-25 IMPROVEMENTS	.00	15,307.68	11,500.00	( 3,807.68)	133.1
01-80-7110-00 SALES TAX REFUND	.00	71,600.23	200,000.00	128,399.77	35.8
01-80-7115-00 TRANSFER TO EQPT. REPLACEMENT	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL TRANSFERS OUT	.00	86,907.91	1,649,200.00	1,562,292.09	5.3
TOTAL FUND EXPENDITURES	346,292.24	1,494,529.07	7,607,500.00	6,112,970.93	19.7
NET REVENUE OVER EXPENDITURES	467,990.03	2,315,657.69	507,700.00	( 1,807,957.69)	456.1

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2017

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
02-00-4310-00 WATER CHARGES	162,078.18	518,692.95	2,100,000.00	1,581,307.05	24.7
02-00-4320-00 WATER TAP FEES	82,750.20	211,383.72	.00	( 211,383.72)	.0
02-00-4322-00 RAW WATER DEV. FEE	82,581.12	215,959.04	.00	( 215,959.04)	.0
02-00-4325-00 WATER REFUNDS	( 1,315.65)	( 4,799.77)	.00	4,799.77	.0
02-00-4330-00 MISCELLANEOUS	17,172.49	118,106.26	110,000.00	( 8,106.26)	107.4
02-00-4810-00 EARNINGS ON INVESTMENTS	7,373.39	28,563.40	45,000.00	16,436.60	63.5
02-00-4830-00 TRANSFER FROM GENERAL FUND	.00	.00	187,700.00	187,700.00	.0
<b>TOTAL SOURCE 00</b>	<b>350,639.73</b>	<b>1,087,905.60</b>	<b>2,442,700.00</b>	<b>1,354,794.40</b>	<b>44.5</b>
<b>TOTAL FUND REVENUE</b>	<b>350,639.73</b>	<b>1,087,905.60</b>	<b>2,442,700.00</b>	<b>1,354,794.40</b>	<b>44.5</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	2,848.87	12,760.00	56,500.00	43,740.00	22.6
02-25-5010-03 OVERTIME	.00	.00	300.00	300.00	.0
02-25-5015-00 PART-TIME SALARIES	349.44	1,460.54	13,000.00	11,539.46	11.2
02-25-5020-00 JANITORIAL SALARIES	216.67	866.68	2,700.00	1,833.32	32.1
02-25-5025-00 MANAGER	2,181.48	9,759.51	28,500.00	18,740.49	34.2
02-25-5050-00 PAYROLL TAXES	404.48	1,806.18	7,600.00	5,793.82	23.8
02-25-5060-00 RETIREMENT FUND	395.86	1,676.76	7,600.00	5,923.24	22.1
02-25-5065-00 HEALTH INSURANCE	737.97	2,951.90	13,200.00	10,248.10	22.4
02-25-5070-00 WORKMEN'S COMPENSATION	35.11	191.80	900.00	708.20	21.3
02-25-6010-00 UTILITIES	191.61	651.69	3,800.00	3,148.31	17.2
02-25-6505-00 OFFICE EXPENSE	66.00	245.83	5,000.00	4,754.17	4.9
02-25-6506-00 UTILITY BILL MAILING	669.54	2,009.22	8,000.00	5,990.78	25.1
02-25-6507-00 BILL PRESENTMENT	.00	.00	10,000.00	10,000.00	.0
02-25-6510-00 TELEPHONE	132.97	398.32	1,800.00	1,401.68	22.1
02-25-6511-00 TRAINING & MEETINGS	.00	.00	1,500.00	1,500.00	.0
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	3,000.00	771.00	74.3
02-25-6518-00 CLEANING SUPPLIES	123.62	297.54	1,000.00	702.46	29.8
02-25-6520-00 MILEAGE & EXPENSES	.00	.00	500.00	500.00	.0
02-25-6522-00 INSURANCE & BONDS	.00	1,400.00	6,800.00	5,400.00	20.6
02-25-6544-02 CAPITAL OUTLAY - COMP. SOFT	.00	.00	2,500.00	2,500.00	.0
02-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	300.00	300.00	.0
02-25-7020-00 REPAIR & MAINT.	23.90	100.98	1,000.00	899.02	10.1
02-25-8010-00 AUDIT	.00	.00	4,000.00	4,000.00	.0
02-25-8011-00 PROF. SERV.-WATER ADJUDICATION	332.00	2,016.50	31,500.00	29,483.50	6.4
02-25-8012-00 COMP. PROFESSIONAL SERVICES	382.99	3,233.08	6,400.00	3,166.92	50.5
02-25-8014-00 LEGAL	1,379.50	1,581.00	6,000.00	4,419.00	26.4
02-25-8016-00 SALARY STUDY FEES	.00	.00	700.00	700.00	.0
02-25-8017-00 PROFESSIONAL SERVICES	3,477.77	5,138.77	31,500.00	26,361.23	16.3
02-25-9028-00 COMMUNICATIONS	.00	.00	3,500.00	3,500.00	.0
<b>TOTAL ADMINISTRATION</b>	<b>13,949.78</b>	<b>50,775.30</b>	<b>260,100.00</b>	<b>209,324.70</b>	<b>19.5</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-5010-00 SALARIES	15,153.47	68,142.78	230,000.00	161,857.22	29.6
02-70-5010-03 OVERTIME	235.36	1,091.38	10,000.00	8,908.62	10.9
02-70-5015-00 PART TIME SALARIES	.00	.00	2,600.00	2,600.00	.0
02-70-5050-00 PAYROLL TAXES	1,133.53	5,121.49	18,600.00	13,478.51	27.5
02-70-5060-00 RETIREMENT FUND	729.82	3,279.65	13,500.00	10,220.35	24.3
02-70-5065-00 HEALTH INSURANCE	4,319.23	17,314.28	64,000.00	46,685.72	27.1
02-70-5070-00 WORKMEN'S COMPENSATION	472.00	2,038.90	8,700.00	6,661.10	23.4
02-70-6010-00 UTILITIES	15,230.88	45,542.90	195,000.00	149,457.10	23.4
02-70-6510-00 TELEPHONE	742.69	1,880.28	8,000.00	6,119.72	23.5
02-70-6511-00 TRAINING	535.00	1,125.00	3,100.00	1,975.00	36.3
02-70-6518-00 CLEANING SUPPLIES	87.77	354.23	1,600.00	1,245.77	22.1
02-70-6522-00 INSURANCE	.00	7,184.50	26,000.00	18,815.50	27.6
02-70-6524-00 GAS AND OIL	1,251.26	2,249.96	8,500.00	6,250.04	26.5
02-70-6526-00 CHEMICALS	6,470.68	16,368.81	155,000.00	138,631.19	10.6
02-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	.00	3,400.00	3,400.00	.0
02-70-6528-00 OPERATING SUPPLIES	257.59	3,091.05	10,000.00	6,908.95	30.9
02-70-6544-01 METER UPGRADE	2,648.00	8,677.92	95,000.00	86,322.08	9.1
02-70-6544-02 TOOLS	.00	.00	10,000.00	10,000.00	.0
02-70-6544-07 TESTING EQUIPMENT	.00	.00	4,200.00	4,200.00	.0
02-70-6544-08 VEHICLE-PURCHASE	.00	.00	33,000.00	33,000.00	.0
02-70-6544-13 WATER PLANT IMPROVEMENTS	.00	.00	85,000.00	85,000.00	.0
02-70-6544-19 DAF SATURATOR SYSTEM	.00	.00	65,000.00	65,000.00	.0
02-70-6544-22 WATERLINE REPLACEMENT	.00	.00	31,500.00	31,500.00	.0
02-70-6544-29 INSTRUMENTATION UPGRADES	.00	.00	65,000.00	65,000.00	.0
02-70-6544-35 N. 2ND STREET WATERLINE PROJEC	.00	.00	245,000.00	245,000.00	.0
02-70-6544-36 FIRE HYDRANT REPAIRS	.00	.00	42,000.00	42,000.00	.0
02-70-7015-00 R&M WATERLINES	.00	.00	25,000.00	25,000.00	.0
02-70-7020-00 REPAIRS & MAINTENANCE	239.64	680.97	83,000.00	82,319.03	.8
02-70-7022-00 VEHICLE REPAIRS	132.33	755.91	3,500.00	2,744.09	21.6
02-70-7030-00 PURCHASED WATER	.00	.00	12,700.00	12,700.00	.0
02-70-7031-00 CWCWD EMERGENCY CONNECTION	.00	.00	7,100.00	7,100.00	.0
02-70-7035-00 WATER ASSESMENT	525.00	82,742.60	115,000.00	32,257.40	72.0
02-70-7090-00 INSURANCE DEDUCTIBLES	.00	.00	10,000.00	10,000.00	.0
02-70-8012-00 PROFESSIONAL SERVICES	19,833.49	21,456.48	63,100.00	41,643.52	34.0
<b>TOTAL OPERATIONS - WATER FUND</b>	<b>69,997.74</b>	<b>289,099.09</b>	<b>1,753,100.00</b>	<b>1,464,000.91</b>	<b>16.5</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>83,947.52</b>	<b>339,874.39</b>	<b>2,013,200.00</b>	<b>1,673,325.61</b>	<b>16.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>266,692.21</b>	<b>748,031.21</b>	<b>429,500.00</b>	<b>( 318,531.21)</b>	<b>174.2</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2017

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
03-00-4310-00 SEWER CHARGES	152,976.15	609,390.63	1,730,000.00	1,120,609.37	35.2
03-00-4320-00 SEWER TAP FEES	8,400.00	53,900.00	.00	( 53,900.00)	.0
03-00-4330-00 MISCELLANEOUS	8,000.00	29,215.00	10,000.00	( 19,215.00)	292.2
03-00-4610-00 EARNINGS ON INVESTMENTS	3,513.88	17,804.58	35,000.00	17,195.42	50.9
<b>TOTAL SOURCE 00</b>	<b>172,890.03</b>	<b>710,310.21</b>	<b>1,775,000.00</b>	<b>1,064,689.79</b>	<b>40.0</b>
<b>TOTAL FUND REVENUE</b>	<b>172,890.03</b>	<b>710,310.21</b>	<b>1,775,000.00</b>	<b>1,064,689.79</b>	<b>40.0</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	3,550.63	15,904.42	73,500.00	57,595.58	21.6
03-25-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
03-25-5015-00 PART-TIME SALARIES	349.44	1,460.54	13,000.00	11,539.46	11.2
03-25-5020-00 JANITORIAL SALARIES	216.66	866.65	2,600.00	1,733.35	33.3
03-25-5025-00 MANAGER SALARIES	4,234.64	18,944.95	55,100.00	36,155.05	34.4
03-25-5050-00 PAYROLL TAXES	611.86	2,735.90	10,900.00	8,164.10	25.1
03-25-5060-00 RETIREMENT FUND	650.28	2,725.59	11,200.00	8,474.41	24.3
03-25-5065-00 HEALTH INSURANCE	1,087.13	4,348.52	28,100.00	23,751.48	15.5
03-25-5070-00 WORKMEN'S COMPENSATION	35.11	191.80	800.00	608.20	24.0
03-25-6010-00 UTILITIES - TOWN HALL	214.16	728.37	4,400.00	3,671.63	16.6
03-25-6505-00 OFFICE EXPENSES	.00	.00	4,000.00	4,000.00	.0
03-25-6506-00 UTILITY BILL MAILING	669.53	2,009.21	7,400.00	5,390.79	27.2
03-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	8,000.00	8,000.00	.0
03-25-6510-00 TELEPHONE	132.96	398.31	1,800.00	1,401.69	22.1
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	72.13	232.02	1,000.00	767.98	23.2
03-25-6520-00 MILEAGE & EXPENSES	.00	.00	800.00	800.00	.0
03-25-6522-00 INSURANCE & BONDS	.00	1,500.00	7,200.00	5,700.00	20.8
03-25-6544-02 COMPUTER SOFTWARE	.00	.00	2,500.00	2,500.00	.0
03-25-6544-04 CAPITAL OUTLAY - COMPUTER	.00	.00	1,500.00	1,500.00	.0
03-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	400.00	400.00	.0
03-25-7020-00 REPAIR & MAINTENANCE	.00	.00	1,100.00	1,100.00	.0
03-25-8010-00 AUDIT	.00	.00	5,000.00	5,000.00	.0
03-25-8012-00 PROFESSIONAL SERVICES	382.99	3,233.08	6,300.00	3,066.92	51.3
03-25-8014-00 LEGAL	5,000.00	5,000.00	20,000.00	15,000.00	25.0
03-25-8016-00 SALARY STUDY	.00	.00	800.00	800.00	.0
03-25-8017-00 PROFESSIONAL SERVICES - ENG.	.00	623.44	15,000.00	14,376.56	4.2
<b>TOTAL PERSONNEL</b>	<b>17,207.52</b>	<b>60,902.80</b>	<b>284,100.00</b>	<b>223,197.20</b>	<b>21.4</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	18,520.87	83,285.49	273,000.00	189,714.51	30.5
03-70-5010-03 OVERTIME PAY	287.65	1,333.86	10,000.00	8,666.14	13.3
03-70-5050-00 PAYROLL TAXES	1,385.33	6,259.37	21,700.00	15,440.63	28.9
03-70-5060-00 RETIREMENT FUND	891.99	4,008.37	16,000.00	11,991.63	25.1
03-70-5065-00 HEALTH INSURANCE	5,279.09	21,162.04	81,000.00	59,837.96	26.1
03-70-5070-00 WORKMEN'S COMPENSATION	424.80	1,835.01	9,000.00	7,164.99	20.4
03-70-6010-00 UTILITIES	16,886.67	49,149.06	230,000.00	180,850.94	21.4
03-70-6510-00 TELEPHONE	564.15	1,691.32	6,000.00	4,308.68	28.2
03-70-6511-00 TRAINING	.00	.00	3,300.00	3,300.00	.0
03-70-6518-00 CLEANING SUPPLIES	87.77	354.23	1,500.00	1,145.77	23.6
03-70-6522-00 INSURANCE	.00	7,809.50	28,500.00	20,690.50	27.4
03-70-6524-00 GAS AND OIL	1,251.26	2,249.94	9,100.00	6,850.06	24.7
03-70-6525-00 GIS MAPPING	.00	.00	25,000.00	25,000.00	.0
03-70-6526-00 CHEMICALS	12,240.13	31,919.29	113,500.00	81,580.71	28.1
03-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	.00	3,500.00	3,500.00	.0
03-70-6528-00 OPERATING SUPPLIES	548.06	2,502.97	10,000.00	7,497.03	25.0
03-70-6544-02 TOOLS	.00	.00	3,500.00	3,500.00	.0
03-70-6544-03 VEHICLE	.00	.00	33,000.00	33,000.00	.0
03-70-6544-04 MANHOLE INSTALLATION	.00	.00	20,000.00	20,000.00	.0
03-70-6544-10 SEWERLINE REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
03-70-6544-16 INSTRUMENTATION UPGRADES	.00	.00	115,000.00	115,000.00	.0
03-70-6544-23 CENTRAL PLANT GENERATOR	.00	.00	145,000.00	145,000.00	.0
03-70-7015-00 REPAIRS & MAINT - MAINS	1,837.01	3,712.01	20,000.00	16,287.99	18.6
03-70-7020-00 REPAIRS & MAINTENANCE	3,708.90	23,137.05	90,000.00	66,862.95	25.7
03-70-7022-00 VEHICLE REPAIRS	.00	427.67	3,500.00	3,072.33	12.2
03-70-7023-00 WEED CONTROL/GROUND MAINT.	2,035.00	2,035.00	3,000.00	965.00	67.8
03-70-7025-00 SEWERLINE CLEANING	.00	.00	35,000.00	35,000.00	.0
03-70-7090-00 INSURANCE DEDUCTIBLES	.00	.00	7,500.00	7,500.00	.0
03-70-8012-00 PROFESSIONAL SERVICES	6,661.70	7,361.36	50,000.00	42,638.64	14.7
<b>TOTAL OPERATIONS - SEWER FUND</b>	<b>72,610.38</b>	<b>250,233.54</b>	<b>1,386,600.00</b>	<b>1,136,366.46</b>	<b>18.1</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>89,817.90</b>	<b>311,136.34</b>	<b>1,670,700.00</b>	<b>1,359,563.66</b>	<b>18.6</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>83,072.13</b>	<b>399,173.87</b>	<b>104,300.00</b>	<b>( 294,873.87)</b>	<b>382.7</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2017

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
05-00-4070-00 COLORADO LOTTERY	.00	17,156.92	55,000.00	37,843.08	31.2
05-00-4110-00 PARK FEES	8,000.00	22,005.00	62,500.00	40,495.00	35.2
05-00-4130-00 LARIMER COUNTY USE TAX	7,438.02	34,022.23	80,000.00	45,977.77	42.5
05-00-4330-00 OTHER	405.76	2,960.24	1,200.00	( 1,760.24)	246.7
05-00-4610-00 CT-EARNINGS ON INVEST.	292.71	5,680.50	3,500.00	( 2,180.50)	162.3
<b>TOTAL SOURCE 00</b>	<b>16,136.49</b>	<b>81,824.89</b>	<b>202,200.00</b>	<b>120,375.11</b>	<b>40.5</b>
<b>TOTAL FUND REVENUE</b>	<b>16,136.49</b>	<b>81,824.89</b>	<b>202,200.00</b>	<b>120,375.11</b>	<b>40.5</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
05-70-6533-00 TREE TRIMMING	.00	.00	6,000.00	6,000.00	.0
05-70-6544-01 CAPITAL - TREES	.00	.00	7,000.00	7,000.00	.0
05-70-6544-04 LAWN MOWER	.00	.00	17,200.00	17,200.00	.0
05-70-6545-00 EDDIE ARAGON PARK	.00	.00	5,000.00	5,000.00	.0
05-70-6546-00 SUNRISE PARK	.00	.00	3,600.00	3,600.00	.0
05-70-6547-00 PARISH PARK	.00	.00	3,600.00	3,600.00	.0
05-70-6548-00 HAYS PARK	.00	.00	3,600.00	3,600.00	.0
05-70-6549-00 PIONEER RIDGE PARK	.00	.00	3,600.00	3,600.00	.0
05-70-6550-00 ROLLING HILLS RANCH PARK	.00	.00	3,600.00	3,600.00	.0
05-70-6551-00 JOHNSTOWN LAKE PARK	289.96	289.96	18,500.00	18,210.04	1.6
05-70-6553-00 CLEARVIEW PARK	.00	1,774.00	3,600.00	1,826.00	49.3
05-70-7020-00 REPAIR & MAINT.	.00	681.50	6,000.00	5,318.50	11.4
<b>TOTAL DEPARTMENT 70</b>	<b>289.96</b>	<b>2,745.46</b>	<b>81,300.00</b>	<b>78,554.54</b>	<b>3.4</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>289.96</b>	<b>2,745.46</b>	<b>81,300.00</b>	<b>78,554.54</b>	<b>3.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>15,846.53</b>	<b>79,079.43</b>	<b>120,900.00</b>	<b>41,820.57</b>	<b>65.4</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2017

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
06-00-4110-00 TRANSFER FROM GENERAL FUND	.00	.00	225,000.00	225,000.00	.0
06-00-4610-00 CF-EARNINGS ON INVESTMENTS	1,045.40	3,948.13	500.00	( 3,448.13)	789.6
<b>TOTAL SOURCE 00</b>	<b>1,045.40</b>	<b>3,948.13</b>	<b>225,500.00</b>	<b>221,551.87</b>	<b>1.8</b>
<b>TOTAL FUND REVENUE</b>	<b>1,045.40</b>	<b>3,948.13</b>	<b>225,500.00</b>	<b>221,551.87</b>	<b>1.8</b>

TOWN OF JOHNSTOWN  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2017

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
06-70-6544-00 TRANSFER TO BANK FUND	.00	.00	1,683,000.00	1,683,000.00	.0
TOTAL DEPARTMENT 70	.00	.00	1,683,000.00	1,683,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	1,683,000.00	1,683,000.00	.0
NET REVENUE OVER EXPENDITURES	1,045.40	3,948.13	( 1,457,500.00)	( 1,461,448.13)	.3

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2017

CEMETERY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
07-00-4310-00 CEMETERY LOTS AND CARE	615.75	882.75	2,800.00	1,917.25	31.5
07-00-4610-00 CP-EARNINGS ON INVESTMENTS	80.88	430.69	100.00	( 330.69)	430.7
<b>TOTAL SOURCE 00</b>	<b>696.63</b>	<b>1,313.44</b>	<b>2,900.00</b>	<b>1,586.56</b>	<b>45.3</b>
<b>TOTAL FUND REVENUE</b>	<b>696.63</b>	<b>1,313.44</b>	<b>2,900.00</b>	<b>1,586.56</b>	<b>45.3</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>696.63</b>	<b>1,313.44</b>	<b>2,900.00</b>	<b>1,586.56</b>	<b>45.3</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2017

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
09-00-4110-00 TRANSFER FROM GENERAL FUND	.00	.00	1,000,000.00	1,000,000.00	.0
09-00-4610-00 EARNINGS ON INVESTMENTS	970.60	2,041.75	5,000.00	2,958.25	40.8
TOTAL SOURCE 00	970.60	2,041.75	1,005,000.00	1,002,958.25	.2
TOTAL FUND REVENUE	970.60	2,041.75	1,005,000.00	1,002,958.25	.2

TOWN OF JOHNSTOWN  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2017

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
09-70-6544-02 EQUIPMENT PURCHASE	.00	.00	223,700.00	223,700.00	.0
09-70-6544-04 POLICE VEHICLE	.00	.00	154,200.00	154,200.00	.0
09-70-6544-06 MOWER FOR CEMETERY	.00	.00	17,400.00	17,400.00	.0
09-70-6544-07 PUBLIC WORKS EQUIPMENT	.00	.00	39,000.00	39,000.00	.0
09-70-6544-10 COMPUTERS	.00	.00	4,200.00	4,200.00	.0
<b>TOTAL DEPARTMENT 70</b>	<b>.00</b>	<b>.00</b>	<b>438,500.00</b>	<b>438,500.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>.00</b>	<b>.00</b>	<b>438,500.00</b>	<b>438,500.00</b>	<b>.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>970.60</b>	<b>2,041.75</b>	<b>566,500.00</b>	<b>564,458.25</b>	<b>.4</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2017

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-00-4110-00 DRAINAGE FEES	34,491.00	135,679.00	390,000.00	254,321.00	34.8
11-00-4610-00 EARNINGS ON INVESTMENTS	2,079.98	7,854.89	6,200.00	( 1,654.89)	126.7
<b>TOTAL SOURCE 00</b>	<b>36,570.98</b>	<b>143,533.89</b>	<b>396,200.00</b>	<b>252,666.11</b>	<b>36.2</b>
<b>TOTAL FUND REVENUE</b>	<b>36,570.98</b>	<b>143,533.89</b>	<b>396,200.00</b>	<b>252,666.11</b>	<b>36.2</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	1,094.46	4,898.96	37,500.00	32,601.04	13.1
11-25-5010-03 OVERTIME	.00	.00	100.00	100.00	.0
11-25-5011-00 PART TIME OFFICE	349.44	1,460.52	12,600.00	11,139.48	11.6
11-25-5025-00 MANAGER	2,181.48	9,759.51	27,900.00	18,140.49	35.0
11-25-5050-00 PAYROLL TAXES	273.28	1,216.91	6,000.00	4,783.09	20.3
11-25-5060-00 RETIREMENT FUND	233.84	950.77	5,700.00	4,749.23	16.7
11-25-5065-00 HEALTH INSURANCE	405.47	1,621.92	10,200.00	8,578.08	15.9
11-25-5070-00 WORKMAN'S COMPENSATION	35.12	191.81	700.00	508.19	27.4
11-25-6010-00 UTILITIES	90.17	306.69	1,700.00	1,393.31	18.0
11-25-6505-00 OFFICE SUPPLIES	.00	50.38	1,200.00	1,149.62	4.2
11-25-6506-00 UTILITY BILL MAILING	669.53	2,009.21	7,600.00	5,590.79	26.4
11-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	2,000.00	2,000.00	.0
11-25-6510-00 TELEPHONE	.00	.00	800.00	800.00	.0
11-25-6522-00 INSURANCE AND BONDS	.00	675.00	2,700.00	2,025.00	25.0
11-25-6544-04 COMPUTER SOFTWARE	.00	.00	2,500.00	2,500.00	.0
11-25-7020-00 MAINTENANCE AND REPAIRS	23.90	82.52	500.00	417.48	16.5
11-25-8010-00 AUDIT	.00	.00	2,500.00	2,500.00	.0
11-25-8012-00 COMPUTER PROF. SERVICES	346.19	1,304.12	3,500.00	2,195.88	37.3
11-25-8014-00 LEGAL	.00	.00	2,000.00	2,000.00	.0
11-25-8017-00 PROFESSIONAL SERVICES	.00	.00	1,500.00	1,500.00	.0
<b>TOTAL ADMINISTRATION</b>	<b>5,702.88</b>	<b>24,528.32</b>	<b>129,200.00</b>	<b>104,671.68</b>	<b>19.0</b>
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	1,376.00	6,012.80	61,000.00	54,987.20	9.9
11-70-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
11-70-5050-00 PAYROLL TAXES	98.84	430.19	4,800.00	4,369.81	9.0
11-70-5060-00 RETIREMENT FUND	58.28	254.66	4,200.00	3,945.34	6.1
11-70-5065-00 HEALTH INSURANCE	639.06	2,826.92	23,000.00	20,173.08	12.3
11-70-5070-00 WORKMEN'S COMPENSATION	141.60	611.70	1,800.00	1,188.30	34.0
11-70-6510-00 TELEPHONE	17.16	51.48	900.00	848.52	5.7
11-70-6511-00 TRAINING	.00	.00	600.00	600.00	.0
11-70-6522-00 INSURANCE	.00	1,200.00	4,800.00	3,600.00	25.0
11-70-6524-00 GAS & OIL	101.86	189.32	2,200.00	2,010.68	8.6
11-70-6526-00 OPERATING SUPPLIES	29.77	122.23	1,100.00	977.77	11.1
11-70-6544-06 INFRASTRUCTURE REPAIR	.00	.00	20,000.00	20,000.00	.0
11-70-6544-12 NORTH 2ND STREET PROJECT	.00	.00	364,000.00	364,000.00	.0
11-70-7020-00 REPAIR & MAINTENANCE	.00	33.95	2,000.00	1,966.05	1.7
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	.00	35,000.00	35,000.00	.0
<b>TOTAL OPERATIONS</b>	<b>2,462.57</b>	<b>11,733.25</b>	<b>546,800.00</b>	<b>535,066.75</b>	<b>2.2</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>8,165.45</b>	<b>36,261.57</b>	<b>676,000.00</b>	<b>639,738.43</b>	<b>5.4</b>

TOWN OF JOHNSTOWN  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2017

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	28,405.53	107,272.32	( 279,800.00)	( 387,072.32)	38.3

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
14-00-5010-00 LIBRARY- SALARIES	20,387.21	87,288.21	.00	( 87,288.21)	.0
14-00-5050-00 LIBRARY-PAYROLL TAXES	1,531.54	6,564.94	.00	( 6,564.94)	.0
14-00-5065-00 HEALTH INS.	367.30	1,473.20	.00	( 1,473.20)	.0
14-00-5070-00 WORKMENS COMPENSATION	106.69	327.49	.00	( 327.49)	.0
14-00-6522-00 INSURANCE AND BONDS	.00	925.00	.00	( 925.00)	.0
<b>TOTAL DEPARTMENT 00</b>	<b>22,392.74</b>	<b>96,578.84</b>	<b>.00</b>	<b>( 96,578.84)</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>22,392.74</b>	<b>96,578.84</b>	<b>.00</b>	<b>( 96,578.84)</b>	<b>.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 22,392.74)</b>	<b>( 96,578.84)</b>	<b>.00</b>	<b>96,578.84</b>	<b>.0</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2017

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
15-00-4060-00 USE TAX	337,986.92	850,458.78	850,000.00	( 458.78)	100.1
15-00-4610-00 EARNINGS ON INVESTMENTS	7,629.32	34,370.89	40,000.00	5,629.11	85.9
TOTAL SOURCE 00	345,616.24	884,829.67	890,000.00	5,170.33	99.4
TOTAL FUND REVENUE	345,616.24	884,829.67	890,000.00	5,170.33	99.4

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
15-70-7015-00 ANNUAL OVERLAY	.00	.00	250,000.00	250,000.00	.0
15-70-7020-00 STREET REPAIR & MAINT.	11,789.37	27,653.98	150,000.00	122,346.02	18.4
15-70-7022-00 ALLEY IMPROVEMENTS	.00	.00	2,000.00	2,000.00	.0
15-70-7030-00 CEMETERY IMPROVEMENTS	.00	.00	18,000.00	18,000.00	.0
15-70-7035-00 COMMUNITY CENTER IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
15-70-7045-00 STREETLIGHTS	.00	.00	5,000.00	5,000.00	.0
15-70-7047-00 SIGNS	765.60	765.60	5,000.00	4,234.40	15.3
15-70-7061-00 NORTH 2ND STREET IMPROVEMENTS	.00	481.50	1,328,000.00	1,327,518.50	.0
15-70-7065-00 SIDEWALK/CURB REPL.	.00	.00	15,000.00	15,000.00	.0
15-70-7085-00 SHOP IMPROVEMENTS	.00	309.26	5,500.00	5,190.74	5.6
<b>TOTAL DEPARTMENT 70</b>	<b>12,554.97</b>	<b>29,210.34</b>	<b>1,783,500.00</b>	<b>1,754,289.66</b>	<b>1.6</b>
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15-80-7060-00 REBATE	.00	.00	170,000.00	170,000.00	.0
15-80-7090-00 I-25 GRANT CONTRIBUTION	.00	.00	250,000.00	250,000.00	.0
<b>TOTAL DEPARTMENT 80</b>	<b>.00</b>	<b>.00</b>	<b>420,000.00</b>	<b>420,000.00</b>	<b>.0</b>
<hr/>					
<b>TOTAL FUND EXPENDITURES</b>	<b>12,554.97</b>	<b>29,210.34</b>	<b>2,203,500.00</b>	<b>2,174,289.66</b>	<b>1.3</b>
<hr/>					
<b>NET REVENUE OVER EXPENDITURES</b>	<b>333,061.27</b>	<b>855,619.33</b>	<b>( 1,313,500.00)</b>	<b>( 2,169,119.33)</b>	<b>65.1</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2017

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
16-00-4070-00 FROM SALES TAX	6,952.00	32,998.35	98,000.00	65,001.65	33.7
16-00-4610-00 EARNINGS ON INVESTMENTS	.00	6.04	40.00	33.96	15.1
<b>TOTAL SOURCE 00</b>	<b>6,952.00</b>	<b>33,004.39</b>	<b>98,040.00</b>	<b>65,035.61</b>	<b>33.7</b>
<b>TOTAL FUND REVENUE</b>	<b>6,952.00</b>	<b>33,004.39</b>	<b>98,040.00</b>	<b>65,035.61</b>	<b>33.7</b>

TOWN OF JOHNSTOWN  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2017

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
16-70-7010-00 CONSTRUCTION	23,000.00	59,000.00	111,640.00	52,640.00	52.9
TOTAL DEPARTMENT 70	23,000.00	59,000.00	111,640.00	52,640.00	52.9
TOTAL FUND EXPENDITURES	23,000.00	59,000.00	111,640.00	52,640.00	52.9
NET REVENUE OVER EXPENDITURES	( 16,048.00)	( 25,995.61)	( 13,600.00)	12,395.61	(191.1)

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
17-00-4610-00 EARNINGS ON INVESTMENTS	9,111.75	28,974.25	35,000.00	6,025.75	82.8
TOTAL SOURCE 00	9,111.75	28,974.25	35,000.00	6,025.75	82.8
 <u>SOURCE 01</u>					
17-01-4110-01 TRANSPORATION FAC. DEV. FEE	59,460.00	152,065.81	250,000.00	97,934.19	60.8
17-01-4110-02 POLICE FACILTIES DEV. FEE	11,524.00	31,920.90	72,000.00	40,079.10	44.3
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	29,432.00	79,002.17	170,000.00	90,997.83	46.5
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	18,608.00	50,434.00	144,000.00	93,566.00	35.0
17-01-4110-05 LIBRARY FACILITIES FEE	12,800.00	33,764.00	85,000.00	51,236.00	39.7
17-01-4110-06 TRAFFIC SIGNAL	557.72	1,952.02	5,000.00	3,047.98	39.0
TOTAL SOURCE 01	132,381.72	349,138.90	726,000.00	376,861.10	48.1
TOTAL FUND REVENUE	141,493.47	378,113.15	761,000.00	382,886.85	49.7

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2017

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
17-70-6544-01 POLICE VEHICLE	.00	.00	105,000.00	105,000.00	.0
17-70-6544-15 POLICE EQUIPMENT	.00	.00	38,000.00	38,000.00	.0
17-70-6544-17 POLICE SUBSTATION OFFICE EQUIP	13,094.70	17,204.70	22,000.00	4,795.30	78.2
17-70-6544-18 POLICE SUBSTATION CONST. COSTS	7,185.65	161,032.24	154,000.00	( 7,032.24)	104.6
17-70-6544-19 ANNUAL LEASE/UTILITIES	1,519.75	6,079.00	26,500.00	20,421.00	22.9
17-70-8017-00 PARKS & OPEN - PROFESSIONAL	.00	.00	15,000.00	15,000.00	.0
17-70-8018-00 TRANSPORTATION EXPENDITURES	257.57	3,102.57	1,965,000.00	1,961,897.43	.2
17-70-8018-02 HWY 34/LARIMER PKWY SIGNAL	.00	34,204.68	500,000.00	465,795.32	6.8
<b>TOTAL DEPARTMENT 70</b>	<b>22,057.67</b>	<b>221,623.19</b>	<b>2,825,500.00</b>	<b>2,603,876.81</b>	<b>7.8</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>22,057.67</b>	<b>221,623.19</b>	<b>2,825,500.00</b>	<b>2,603,876.81</b>	<b>7.8</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>119,435.80</b>	<b>156,489.96</b>	<b>( 2,064,500.00)</b>	<b>( 2,220,989.96)</b>	<b>7.6</b>

TOWN OF JOHNSTOWN  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2017

FUND 20

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
20-00-4110-00 STREET MAINTENANCE FEES	25,896.83	102,979.30	250,000.00	147,020.70	41.2
20-00-4610-00 EARNINGS ON INVESTMENTS	.00	5.66	200.00	194.34	2.8
<b>TOTAL SOURCE 00</b>	<b>25,896.83</b>	<b>102,984.96</b>	<b>250,200.00</b>	<b>147,215.04</b>	<b>41.2</b>
<b>TOTAL FUND REVENUE</b>	<b>25,896.83</b>	<b>102,984.96</b>	<b>250,200.00</b>	<b>147,215.04</b>	<b>41.2</b>

TOWN OF JOHNSTOWN  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2017

FUND 20

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
20-70-7020-00 STREET MAINTENANCE	.00	.00	150,000.00	150,000.00	.0
TOTAL DEPARTMENT 70	.00	.00	150,000.00	150,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	150,000.00	150,000.00	.0
NET REVENUE OVER EXPENDITURES	25,896.83	102,984.96	100,200.00	( 2,784.96)	102.8

**ORDINANCE**

**No. 2017-147**

**TOWN OF JOHNSTOWN, COLORADO**

**ORDINANCE NO. 2017 - 147**

**AN ORDINANCE AMENDING SECTION 16-242 OF THE JOHNSTOWN MUNICIPAL CODE TO INCLUDE CHILD DAY CARE CENTERS AS A PRINCIPAL USE PERMITTED BY RIGHT IN THE CENTRAL BUSINESS DISTRICT**

**WHEREAS**, the Town of Johnstown, Colorado 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**, Chapter 16, Article XIV of the Johnstown Municipal Code establishes the zoning for the Central Business CB District (“CB District”); and

**WHEREAS**, Section 16-242(1) sets forth the principal uses permitted by right in the CB District; and

**WHEREAS**, on January 25, 2017, Dr. Steven L. Martin, a property owner in the CB District, filed a community development application requesting that the Town include child day care centers as a use permitted by right in the CB District; and

**WHEREAS**, on March 8, 2017, the Planning and Zoning Commission held a public hearing and voted to approve the request to include child day care centers as a use permitted by right in the CB District; and

**WHEREAS**, on April 3, 2017, the Town Council held a public hearing and heard evidence regarding the requested change in zoning; and

**WHEREAS**, among other evidence, Town Council was advised that neighboring communities permit child day care centers as a use by right in the downtown areas and that child care centers are strictly regulated by the State of Colorado; and

**WHEREAS**, after considering the evidence, the Town Council finds that it is in the best interest of the Town of Johnstown to amend Section 16-242(1) of the Johnstown Municipal Code to include child day care centers as a principal use permitted by right in the CB District.

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

**Section 1.** Section 16-242(1) of the Johnstown Municipal Code is hereby amended to add Subsection (p) and shall read as follows:

**Sec. 16-242. Use regulations.**

(1) Principal uses permitted by right.

...

p. Child day care center licensed and operated according to state law.

**Section 2. 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 1<sup>st</sup> day of May, 2017.



ATTEST:  
By: Diana Seele  
Diana Seele, Town Clerk

**TOWN OF JOHNSTOWN, COLORADO**

By: Scott James  
Scott James, Mayor

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

**TOWN OF JOHNSTOWN, COLORADO**

ATTEST:

By: \_\_\_\_\_  
Diana Seele, Town Clerk

By: \_\_\_\_\_  
Scott James, Mayor

**AGREEMENT**  
**(Geotechnical Services)**

## PROFESSIONAL SERVICES AGREEMENT

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

**WHEREAS**, the Town needs geotechnical services to conduct materials testing services related to the North 2<sup>nd</sup> Street Improvements Project, and;

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

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

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

1. **Scope of Services**. Consultant shall perform professional services as outlined in the proposal dated April 26, 2017 and attached as Exhibit A.
2. **Term of Agreement**.
  - A. Consultant will proceed with the performance of the services called for in the attached proposal dated April 26, 2017 and attached as Exhibit A, and shall comply with the requirements of Exhibit B.
  - B. In providing these services, Consultant will work directly with the Town Manager and under his direction.
3. **Compensation**. The Town agrees to pay Consultant the fee as outlined on the attached Exhibit A, an amount not to exceed **\$13,010.00**. Payment for services will be provided to Consultant within thirty (30) days of Consultant's providing a detailed statement by project to the Town.
4. **General Terms**.
  - A. Consultant agrees to indemnify and hold harmless the Town and its officers, employees and agents from any and all claims, losses, injuries, damages and lawsuits and expenses, including reasonable attorney's fees arising out of or resulting from the negligent acts or omissions of Consultant or its subcontractor in the performance of services as set forth in this Agreement.
  - B. **Modifications**. This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in writing by the parties hereto.

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

5. **Insurance**

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

B. The Consultant shall be responsible for all damages, including all normally foreseeable damages, resulting from negligent errors and omissions of the Consultant.

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

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

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

CTL Thompson, Inc.  
400 North Link Lane  
Fort Collins. CO 80524  
Attn: Heather Grubb, Field Department Manager

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

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



# Proposal



April 26, 2017

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

Attention: John Franklin

Subject: Proposal for Construction Observation and Materials Testing Services  
N. 2<sup>nd</sup> Street Improvements project  
Johnstown, Colorado  
Proposal Number: FC-17-0167

CTL | Thompson, Inc. (CTL) is pleased to present this proposal for performing Construction Observation and Materials Testing (COMT) for the N. 2<sup>nd</sup> Street Improvements project in Johnstown, CO. We used the project plans in preparation of our proposal. We anticipate that our services will be required for soil compaction testing, asphalt testing, and concrete testing.

It should be emphasized that the fee estimate is based on assumptions of frequencies of requests for testing based on similar projects. Testing frequencies will vary depending on the construction schedule and the contractor's schedule. Our actual fee will be based on the hours charged and laboratory tests conducted at the unit rates presented in Exhibit B.

Thank you for your consideration. If you have any questions, please contact the undersigned.

Respectfully Submitted,  
**CTL | THOMPSON, INC.**

A handwritten signature in black ink, appearing to read "Heather Grubb".

Heather Grubb  
Field Department Manager

# Exhibit A – Scope of Services



## N. 2<sup>nd</sup> Street Improvements Project

---

By this Agreement, the scope of CTL services on the Project is limited to:

### CONSTRUCTION OBSERVATION AND MATERIALS TESTING

1. EARTHWORK OBSERVATION and DENSITY TESTING OF FILL AND BACKFILL: A representative of CTL will be available each day on a part-time basis during the placement of fill and backfill to perform density tests as requested. Testing methods used will be in accordance with project specifications. Other laboratory testing will be conducted as deemed necessary or requested by the Client to evaluate conformance of fill materials with project specifications.
2. ASPHALT OBSERVATION AND DENSITY TESTING OF ASPHALT PAVEMENT: CTL will be available on a part-time basis after pavement construction. Testing will be performed in accordance with project specifications. Other laboratory testing will be conducted as deemed necessary or requested by the Client to evaluate conformance of materials with project specifications.
3. CONCRETE TESTING: A representative of CTL will perform concrete and materials testing in accordance with project specifications. A copy of information regarding each test will be given to the Client at the project site the day the concrete is sampled. Subsequent test results of compressive strength testing will be mailed to the Client and parties designated by the Client following testing at each age.

## Exhibit B: Fee Estimate: N. 2nd Street Improvements

### EARTHWORK

Compaction testing may be required for waterline backfill, road subgrade, sidewalk subgrade, driveway subgrade, and curb subgrade. We estimate 20 site visits will be necessary for this project.

Earthwork Testing	<u>20</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$65</u>	/Hr	=	\$2,600
Proctors	<u>3</u>	Tests				x	<u>\$100</u>	/Each	=	\$300
Classification	<u>3</u>	Tests				x	<u>\$120</u>	/Each	=	\$360
Reports	<u>20</u>	Reports				x	<u>\$50</u>	/Each	=	\$1,000
<b>Subtotal:</b>										<b>\$4,260</b>

### ASPHALT

Compaction testing will be required during asphalt placement. We estimate 4 site visits and 6 samples will be necessary.

Asphalt Testing	<u>4</u>	Visits	x	<u>8</u>	Hr/Day	x	<u>\$65</u>	/Hr	=	\$2,080
Asphalt Content/Gradation	<u>6</u>	Tests				x	<u>\$230</u>	/Each	=	\$1,380
Max Theo Density	<u>6</u>	Tests				x	<u>\$115</u>	/Each	=	\$690
Review	<u>4</u>	Reports				x	<u>\$50</u>	/Each	=	\$200
<b>Subtotal:</b>										<b>\$4,350</b>

### CONCRETE

Concrete testing may be required for sidewalk, curb, channel, and crosswalk replacement. Testing will include slump, air content, unit weight, temperature and casting of the requested number of cylinders for each test. We estimate a total of 16 concrete tests consisting of 5 cylinders each will be necessary for this project.

Concrete Testing	<u>16</u>	Tests				x	<u>\$200</u>	/Test	=	\$3,200
Compressive Strength	<u>80</u>	Cylinders				x	<u>\$15</u>	/Test	=	\$1,200
<b>Subtotal:</b>										<b>\$4,400</b>

<b>TOTAL ESTIMATE</b>	<b>\$13,010</b>
-----------------------	-----------------

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

Contractor shall not:

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

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

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

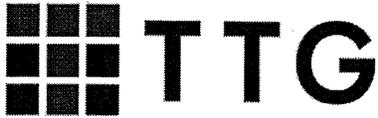
If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

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

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

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

**LETTER  
OF  
RECOMMENDATION**



STRUCTURAL, MEP, CIVIL ENGINEERING & CONSTRUCTION SERVICES

Arizona California Colorado Florida Texas Lebanon Saudi Arabia U.A.E.

April 2, 2017

John Franklin, Town Planner  
Town of Johnstown  
450 S. Parish Street  
Johnstown, CO 80534

RE: N 2<sup>nd</sup> Street Improvements – Proposal Evaluation for Materials and Compaction Testing  
TTG Job #: 0127066.01

Dear Mr. Franklin,

This letter of correspondence serves as documentation of TTG Engineer's evaluation of the submitted proposals for the North 2<sup>nd</sup> Street Improvements geotechnical services for materials and compaction testing. TTG's recommendation of award includes the following:

- Proposal Summary
- Proposal Evaluation

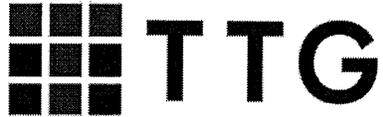
### **Bid Summary**

A total of 2 proposals were received by Monday, May 1, 2017. The following is a summary of the proposals:

<b>Geotechnical Firm</b>	<b>Proposal Estimate</b>
CTL Thompson	\$13,010.00
Ground Engineering	\$15,188.00

### **Proposal Evaluation**

Based on the desired scope of services for materials and compaction testing to be provided by a geotechnical engineering firm and the desired purpose for this work, CTL Thompson appears to be the desired consultant. CTL Thompson's proposal provides an adequate number of testing increments while providing quality assurance to the compaction and materials placed for the North 2<sup>nd</sup> Street Improvements. Based on the proposed schedule of fees from CTL Thompson, they will complete these tests more efficiently (less hours but equal number of tests).



CTL Thompson has completed materials and compaction testing on multiple projects that TTG has been involved with and we have no known issues that would preclude CTL Thompson from being considered.

**Recommendation**

TTG recommends that the Town of Johnstown award the geotechnical consultant contract to CTL Thompson for the North 2<sup>nd</sup> Street Improvements Materials and Compaction Testing.

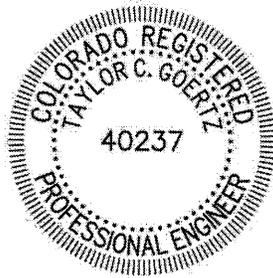
If you have any questions or comments, please contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink that reads "T C Goertz".

TTG Engineers

Taylor C. Goertz, P.E.



Enclosure(s):

- Proposal for geotechnical services from CTL Thompson



**AGENDA ITEM 9A**

**AWARD  
OF  
CONTRACT  
(Larimer Parkway/U.S. 34 Signal Project)  
(WL Contractors, Inc.)**

## TOWN COUNCIL AGENDA COMMUNICATION

---

**AGENDA DATE:** May 15, 2017

**ITEM NUMBER:** 9A

**SUBJECT:** Consider Award of Contract to WL Contractors Inc., for Larimer Parkway at US Hwy 34 Traffic Signal Project

**ACTION PROPOSED:** Award Contract to WL Contractors, Inc.

**PRESENTED BY:** Town Manager and Planner

**AGENDA ITEM DESCRIPTION:** On October 3, 2016 the Town entered into a professional services agreement with Rich Follmer of Felsburg Holt & Ullevig, Inc. (FHU) for traffic signal design and construction drawings preparation for the Larimer Parkway at US Hwy 34 Signal Project. The Town had contracted with FHU in early 2016 for a signal warrant study, preparation of a detailed RFP and for work with the Public Utilities Commission Railroad Safety Division to resolve questions regarding signal and railroad interconnection.

On April 14, 2017 a request for bids for the project was sent to the active two signal contractors in the area. The Notice was also advertised in the Johnstown Breeze. A pre-bid conference was held on April 20, 2017.

The project consists of installation of signal poles, mast arms, signal heads, detectors, lights and controls, and miscellaneous electrical items and appurtenances. To save time, the Town is purchasing the poles, arms and hardware (\$75,139 –sole source/single vendor). Driveway realignment on the north side and signal sequencing will also be required.

The following firms submitted bids in response to solicitation for the project (refer to attachment):

- WL Contractors, Inc. - **\$346,561.20**
- Sturgeon Electric Co., Inc. - \$436,558

The engineer's preliminary estimate for the signal project was \$461,027.00 (including poles)

Based upon a review of the bids by the Town's consulting engineer, it is recommended the contract for the Larimer Parkway at US Hwy 34 Signal Project be awarded to WL Contractors Inc., in a total amount not to exceed **\$346,561.20** (please refer to attached letter of recommendation).

---

**LEGAL ADVICE:** The Town Attorney has reviewed the contract and bid documents.

**FINANCIAL ADVICE:** According to the Town Treasurer, sufficient funds have been budgeted for the project.

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**RECOMMENDED ACTION:** Award contract to WL Contractors, Inc.

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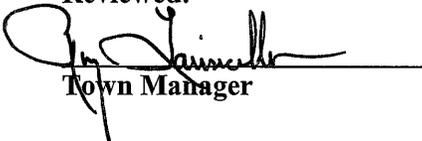
**SUGGESTED MOTIONS:**

**For Approval:** I move to award the contract for the Larimer Parkway at US Hwy 34 Signal Project to WL Contractors, Inc., in a total amount not to exceed **\$346,561.20** and also, authorize the Town Manager to approve change orders in an amount not to exceed **ten (10%)** percent of the contract amount, and authorize the Mayor to sign the agreement.

**For Denial:** I move to deny awarding the contract for the Larimer Parkway at US Hwy 34 Signal Project to WL Contractors, Inc.

---

**Reviewed:**

  
Town Manager

# **AGREEMENT**

1.5.8 AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Town of Johnstown, hereinafter called "TOWN", and W.L. Contractors, Inc. doing business as hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR shall commence and complete the construction of US HWY 34 AT LARIMER PARKWAY TRAFFIC SIGNAL PROJECT.
2. The CONTRACTOR shall furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR shall commence and complete the work required by the Contract Documents in accordance with the date stated in the Special Conditions, which dates may be subsequently modified by the Notice to Proceed or otherwise extended by the Contract Documents.
4. The CONTRACTOR agrees to perform all the work described in the Contract Documents and comply with the terms therein for the sum of Three hundred forty six thousand five hundred dollars (\$ 346,561.20) for the US HWY 34 AT LARIMER PARKWAY TRAFFIC SIGNAL PROJECT.  
sixty one dollars and twenty cents
5. The term "Contract Documents" means and includes the following, all of which are material terms and incorporated as if fully set forth herein:

- (A) Invitation for Bids
- (B) Information for Bidders
- (C) Non-Collusion Statement
- (D) Bid Proposal
- (E) Bid Schedule
- (F) Bid Bond
- (G) Notice of Award
- (H) Acceptance of Notice
- (I) Agreement
- (J) Payment Bond
- (K) Performance Bond
- (L) Certificates of Insurance
- (M) Notice to Proceed
- (N) Special Conditions
- (O) General Conditions
- (P) Town of Johnstown Street Standard Specifications
- (Q) Drawings Dated \_\_\_\_\_
- (R) Change Order
- (S) Addendum

No. None dated \_\_\_\_\_ 2017  
 No. \_\_\_\_\_ dated \_\_\_\_\_ 2017  
 No. \_\_\_\_\_ dated \_\_\_\_\_ 2017

- (T) Notice of Contractor's Settlement
- (U) Final Receipt and Guarantee
- (V) Notice Regarding Illegal Aliens
- (W) Other

6. The TOWN shall pay the CONTRACTOR in the manner and at such time as set forth in the Contract Documents.
7. Pursuant to § 24-91-103.6, C.R.S., as may be amended from time to time, the TOWN has appropriated the money necessary to fund this project. No change order or other form of directive shall be issued by the TOWN requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract amount, unless the CONTRACTOR is given written assurance by the TOWN that lawful appropriations have been made by the TOWN to cover the cost of the additional work or unless such work is covered under the remedy-granting provisions of this Agreement.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
10. Colorado Labor Clause: Contractor agrees, pursuant to Title 8, Article 17, C.R.S., that Contractor shall employ Colorado labor (as defined below in this paragraph) to perform the Work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed under this Agreement. "Colorado labor" as used in this Agreement means any person who is a resident of the state of Colorado, at the time of employment, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement, each of which shall be deemed an original on the date first written above.

**THE TOWN OF JOHNSTOWN**

BY \_\_\_\_\_  
NAME: Scott James  
TITLE: Mayor

(SEAL)

ATTEST:  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Johnstown Town Attorney

**CONTRACTOR**

BY WLB Contractors, Inc.  
NAME Allen Winkler  
TITLE President Tom Ann Winkler  
ADDRESS 5920 Lamar St  
Arvada, Colorado  
80003

ATTEST:  
NAME [Signature]  
TITLE Secretary

**LETTER  
OF  
RECOMMENDATION**

## John Franklin

---

**From:** Rich.Follmer <Rich.Follmer@FHUENG.COM>  
**Sent:** Monday, May 08, 2017 12:06 PM  
**To:** John Franklin  
**Subject:** US 34/Larimer Parkway Traffic Signalization - Contractor Selection

John, I have had a chance to review the contractor bids from WL Contractors and Sturgeon Electric for this project. As you know, WL Contractors was the low bidder on the project. Given their experience in the Town of Johnstown and across the Denver metropolitan area, they are a capable contractor to conduct this work. As such, my recommendation is to enter into a contract with WL Contractors for the construction of this project. Rich



**AGENDA ITEM 9B**

**PROFESSIONAL  
SERVICES  
AGREEMENT**

**(Construction Management Services)  
(Larimer Parkway/US 34 Signal Project)  
(TTG of Denver Consulting Engineers)**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** May 15, 2017

**ITEM NUMBER:** 9B

**SUBJECT:** Consider Professional Services Agreement with IMEG Corporation (formerly TTG of Denver Consulting Engineers) for Construction Management Services for Larimer Parkway at US Hwy 34 Signal Project

**ACTION PROPOSED:** Approve Agreement

**PRESENTED BY:** Town Manager and Attorney

**AGENDA ITEM DESCRIPTION:** Council has awarded a construction contract to the firm of WL Contractors, Inc., for the Larimer Parkway at US Hwy 34 Signal Project. A request for proposal (RFQ) for construction management service for the signal project was sent to IMEG and Felsburg Holt & Ullevig. Both firms responded to the Town's solicitation as follows:

- Felsburg Holt & Ullevig - \$28,955
- IMEG Corporation - \$22,950

The attached professional services agreement with IMEG is for construction management (resident project representative) services associated with the project.

*(TTG (IMEG) has successfully provided construction management services to the Town over the past several years, including all phases of the downtown streetscape, numerous subdivision development projects, water plant expansion and pumping station, Lone Tree diversion, Central Wastewater expansion, north water tank, Colorado Boulevard /State Highway 60 intersection project and State Highway 60 waterline replacement project. It's anticipated Mr. Tim Farnor of TTG will be assigned as resident project representative a majority of the time during construction.)*

In general, the proposed scope of services to be provided by IMEG consists of construction management services as more fully set forth in the attached agreement.

According to the agreement, payment by the Town for basic services rendered will be on an hourly basis not to exceed \$22,950 plus reimbursable expenses.

The agreement estimates the construction project to be substantially complete by September 30, 2017. The construction observation of the project is assumed to be part-time (as needed).

Town staff has reviewed the proposed scope of services/costs, and finds them to be reasonable and acceptable.

\*A representative from IMEG will be present at the meeting to answer questions, if needed.

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**LEGAL ADVICE:** The Town Attorney has reviewed the attached professional services agreement.

**FINANCIAL ADVICE:** According to the Town Treasurer, there are sufficient funds to cover the cost for construction management services.

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**RECOMMENDED ACTION:** Approve professional services agreement.

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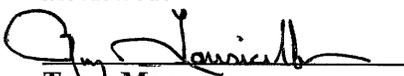
**SUGGESTED MOTION:**

**For Approval:** I move to approve the professional services agreement with IMEG Corporation in an amount not to exceed \$22,950 plus reimbursable expenses, and authorize the Town Manager to approve change orders in an amount not to exceed ten (10%) of the contract amount, and also authorize the Mayor to sign the agreement.

**For Denial:** I move to deny approval of the professional services agreement.

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**Reviewed:**

  
Town Manager

# **AGREEMENT**

**AGREEMENT FOR**  
**PROFESSIONAL ENGINEERING SERVICES FOR**  
**LARIMER PARKWAY & US HIGHWAY 34 INTERSECTION IMPROVEMENTS**

Project No. \_\_\_\_\_

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 20\_\_ between Town of Johnstown, a home rule municipality of the State of Colorado (OWNER), and IMEG, a Colorado Corporation (ENGINEER or IMEG).

The OWNER intends to construct a traffic signal and realign private driveways at the intersection of Larimer Parkway and US Highway 34 within Johnstown, Colorado. The design of the intersection improvements has already been completed by Felsburg, Holt & Ullevig, Inc. The construction of the intersection improvements will hereinafter be referred to as the Project.

This Scope of Work defines the ENGINEER's work for the following phases and shall be deemed to be the Basic Services as that term is used in this AGREEMENT:

A. Construction Phase

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

**SECTION 1 - BASIC SERVICES OF ENGINEER**

1.1 GENERAL

1.1.1 ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this AGREEMENT hereinafter provides. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering services.

1.2 CONSTRUCTION PHASE

1.2.1 General Administration of Construction Contract. Engineer shall consult with and advise OWNER and act as OWNER's representative during the construction phase of this Project.

1.2.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

- a. ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the work.

- b. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision.
  - c. The purpose of ENGINEER's representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s).
- 1.2.3 ENGINEER shall attend the pre-construction conference prior to start of construction. ENGINEER shall prepare meeting minutes.
- 1.2.4 ENGINEER/Resident Project Representative shall conduct weekly progress meetings with Contractor to discuss schedules and coordinate construction progress. The OWNER will be informed of the construction progress at the weekly meetings. ENGINEER/Resident Project Representative shall prepare meeting minutes.
- 1.2.5 ENGINEER/Resident Project Representative will meet with the business owners to discuss and resolve issues that arise when construction interferes with their customers' access.
- 1.2.6 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and, in connection therewith, prepare work directive changes and change orders as required.
- 1.2.7 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 1.2.8 Inspections and Tests completed by Others. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 1.2.9 Disputes between OWNER and Contractor. At OWNER's request or as otherwise provided in the Contract Documents, ENGINEER/Project Representative shall act as initial interpreter of the requirements of the Contract Documents and judge of acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 1.2.10 Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules, ENGINEER shall determine the amounts owing to

Contractor(s) and recommend in writing to OWNER payments to Contractor(s) by OWNER in such amounts.

- 1.2.11 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals, the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.
- 1.2.12 Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing to OWNER, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).
- 1.2.13 One month prior to expiration of the Contractor(s)' warranty, ENGINEER shall, without additional compensation, inspect the Project to ensure that the work is satisfactory. ENGINEER shall report its findings to OWNER. If the work is not satisfactory and there are warranty punch-list items to be completed by Contractor, ENGINEER shall facilitate the completion of those items by Contractor(s) and report to OWNER when the work is satisfactory.

## SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

### 2.1 SERVICES REQUIRING AUTHORIZATION IN ADVANCE

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.10, inclusive. These services are not included as part of Basic Services.

- 2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
- 2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3 Services resulting from significant changes in the general scope, extent or character of the project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

- 2.1.4 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.
- 2.1.5 Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.
- 2.1.6 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.
- 2.1.7 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys; and providing other special field surveys.
- 2.1.8 Public Meetings:
  - a. Preparation of meeting material for Public Meetings.
  - b. Participate and attend Public Meetings.
  - c. Follow up on assignments that evolve from Public Meetings.
  - d. Prepare meeting minutes and distribute.
- 2.1.9 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project except where ENGINEER is a named party to such litigation, etc.
- 2.1.10 Additional services in connection with the Project, including services which are to be furnished by OWNER and services not otherwise provided for in this AGREEMENT.
  - a. Materials Testing shall be furnished by separate contract between Geotech Engineer and OWNER.

## 2.2 REQUIRED ADDITIONAL SERVICES

Upon the written consent of OWNER, ENGINEER shall furnish or obtain Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6 from others when required by the Contract Documents in circumstances beyond ENGINEER's control. If ENGINEER has a reasonable, good faith belief that an emergency exists and the Additional Services must be imminently obtained, ENGINEER may obtain the Additional Services without waiting for specific authorization from OWNER, but shall promptly provide written notice to OWNER of the procurement of the Additional Services and the basis for the decision to authorize the services without OWNER's prior consent. These services are not included as part of Basic Services.

- 2.2.1 Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
- 2.2.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in

evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

- 2.2.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- 2.2.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
- 2.2.5 Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the project by OWNER prior to Substantial Completion.
- 2.2.6 Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

### SECTION 3 - PERIODS OF SERVICE

- 3.1 The provisions of this Section 3 and the various rates of compensation for ENGINEER's services provided for elsewhere in this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto. If specific periods of time for additional services rendered are set forth or specific dates by which additional services are to be completed are provided and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.
  - 3.1.1 Construction Phase:
    - Award Contract – May 2017
    - Start Construction – June 2017
    - Work is estimated to be substantially complete by September 25, 2017. The observation of this Project is assumed to be part-time inspection (as needed).
- 3.2 After acceptance by OWNER and/or other Governing Agencies of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Cost, the Final Design Phase shall be complete. Upon written agreement for future phases and authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Construction Phase.
- 3.3 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- 3.4 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this AGREEMENT) be paid for the services that have been rendered to the date of the suspension of the work. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials or equipment more than one year after Substantial Completion is

achieved under the contract, the various rates of compensation provided for elsewhere in this AGREEMENT shall be subject to equitable adjustment.

- 3.5 In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently.

#### SECTION 4 - COMPENSATION

##### 4.1 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

- 4.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

- 4.1.1.1 An hourly plus expenses, not to exceed as designated by Project Phase for designated services.

Construction Phase	\$19,200.00
Construction Staking	<u>\$ 3,750.00</u>
Total (Not to Exceed)	<b>\$22,950.00</b>

- 4.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

- 4.1.2.1 General. For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 on the basis of ENGINEER's hourly rates attached hereto as Exhibit A.

- 4.1.2.2 Professional Associates and Consultants. For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services pursuant to paragraph 2, the amount billed to ENGINEER times a factor of 1.1.

- 4.1.3 For Reimbursable Expenses. In addition to payments provided for in paragraphs 4.1.1 and 4.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services times a factor of 1.1.

- 4.1.4 Additional Services per Public Meeting **\$750**

##### 4.2 TIMES OF PAYMENTS

- 4.2.1 ENGINEER shall submit monthly invoices for the hourly plus expenses for services actually completed at the time of billing for Section 4.1. OWNER shall make prompt monthly payments in response to ENGINEER's monthly invoices.

#### 4.3 OTHER PROVISIONS CONCERNING PAYMENTS

- 4.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within forty-five (45) days after receipt of ENGINEER's invoice, the amounts due ENGINEER will be increased at the rate of 1.0% per month from said forty-fifth (45<sup>th</sup>) day, and in addition, ENGINEER may, after giving seven (7) days' written notice to OWNER, suspend services under this AGREEMENT until ENGINEER has been paid in full all amounts due for services, expenses, and charges. If it is necessary to retain an attorney to enforce collection, reasonable attorney's fees and court costs will be added to the amount otherwise due ENGINEER.
- 4.3.2 In the event of termination by OWNER under paragraph 6.1.2 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's hourly rates based on current Schedule of Fees for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly in work on the Project, such amount not to exceed, however, the amount that would be due for completion of the phase. In the event of any such termination, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services and for all unpaid Additional Services and unpaid Reimbursable Expenses.
- 4.3.3 It is understood and agreed that any appropriation of funds or other arrangements for funds necessary for covering payments due ENGINEER under the various Sections of this AGREEMENT have been made or will be made by the OWNER as the work progresses. It is further agreed that the OWNER shall inform the ENGINEER regarding any pertinent arrangements for funds as the work proceeds.

#### SECTION 5 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

- 5.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decision with respect to ENGINEER's services for the Project. OWNER hereby designates:
- Roy Lauricello, Town Manager  
Town of Johnstown  
450 S. Parish Avenue  
Johnstown, CO 80534  
Phone: 970-587-4664.
- 5.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

- 5.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 5.4 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, the following documents if in possession or available to OWNER:
  - 5.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment;
  - 5.4.2 Appropriate professional interpretations of all of the foregoing;
  - 5.4.3 Environmental assessment and impact statements;
  - 5.4.4 Property, boundary, easement, right-of-way, topographic and utility surveys;
  - 5.4.5 Property descriptions; and
  - 5.4.6 Zoning, deed and other land use restriction.
- 5.5 Provide engineering surveys to establish reference points for construction to enable Contractor(s) to proceed with the layout of the work.
- 5.6 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this AGREEMENT.
- 5.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within reasonable time so as not to delay the services of ENGINEER.
- 5.9 [Intentionally omitted.]
- 5.10 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any Contractor.
- 5.11 Bear all costs incident to compliance with the requirements of this Section 5.

## SECTION 6 – GENERAL CONSIDERATIONS

### 6.1 TERMINATION

- 6.1.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon receipt of the written notice to terminate, the defaulting party shall have ten days to cure the default to the satisfaction of the terminating party.
- 6.1.2 Termination for convenience: OWNER shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever by providing ENGINEER with a

written notice to terminate to be effective upon five (5) days after notifying ENGINEER by registered mail, return receipt requested.

## 6.2 INSURANCE

- 6.2.1 ENGINEER agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against liability, claims, damages and other obligations of ENGINEER. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. ENGINEER shall not be relieved of any liability, claims, damages or other obligations by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.
- 6.2.2 ENGINEER shall procure and maintain, and shall cause any subconsultant of ENGINEER to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the OWNER. All coverages shall be continuously maintained to cover liability, claims, damages and other obligations of ENGINEER. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- 6.2.2.1 Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.
- 6.2.2.2 Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests' provision.
- 6.2.2.3 Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and ENGINEER shall maintain such coverage for at least three (3) years from the termination of this Agreement.
- 6.2.2.4 The policy required by Paragraph 6.2.2.2, above shall be endorsed to include the OWNER and the OWNER's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the OWNER, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by ENGINEER. No additional insured endorsement to the policy required by Paragraph 6.2.2.1, above shall contain any exclusion for bodily injury or property damage arising from completed operations. ENGINEER shall be solely responsible for any deductible losses under any policy required above.
- 6.2.2.5 The certificate of insurance provided for the OWNER shall be completed by ENGINEER'S insurance agent as evidence that policies providing the required

coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the OWNER prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, or terminated until at least thirty (30) days' prior written notice has been given to the OWNER. In addition, should there be any change in coverage or carrier, ENGINEER will promptly notify OWNER. The completed certificate of insurance shall be sent to:

Town of Johnstown  
ATTN: Town Manager  
450 So. Parish  
Johnstown, CO 80534

6.2.2.6 Failure on the part of ENGINEER to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the OWNER may immediately terminate this Agreement or, at its discretion, the OWNER may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the OWNER shall be repaid by ENGINEER to the OWNER upon demand, or the OWNER may offset the cost of the premiums against any monies due to ENGINEER from the OWNER.

6.2.2.7 The OWNER reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6.2.2.8 The parties hereto understand and agree that the OWNER, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently Three Hundred Fifty Thousand Dollars (\$350,000) per person and Nine Hundred and Ninety Thousand Dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to the OWNER, its officers or its employees.

### 6.3 CONTROLLING LAW

This AGREEMENT is to be governed by the law of the State of Colorado. Venue for any disputes shall be in Larimer County, Colorado.

### 6.4 SUCCESSORS AND ASSIGNS

6.4.1 OWNER and ENGINEER each is hereby bound, and the partners, successors, executors, administrators, assigns, and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

6.4.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be

restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist him in the performance of services hereunder. Costs and expenses for such independent professional associate or consultant shall be absorbed by ENGINEER.

- 6.4.3 Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

## 6.5 ENFORCEMENT

In the event that suit is brought upon this AGREEMENT to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs, to the extent permitted by law.

## 6.6 EQUAL OPPORTUNITY EMPLOYER

ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, disability or national origin. ENGINEER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, sexual orientation, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

## 6.7 INDEPENDENT CONTRACTOR

- 6.7.1 ENGINEER and any persons employed by ENGINEER for the performance of Work hereunder shall be considered independent contractors and not employees or agents of the OWNER.
- 6.7.2 ENGINEER shall have the right to employ such assistance as may be required for the performance of Work under this Agreement. ENGINEER shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.
- 6.7.3 THE PARTIES HERETO UNDERSTAND THAT THE ENGINEER AND ENGINEER'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE OWNER, AND THAT ENGINEER IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 7.1 This AGREEMENT is subject to the following special provisions:
- 7.1.1 None
- 7.2 The following Exhibits are attached to and made a part of this AGREEMENT:
- 7.2.1 Exhibit A, "IMEG CORPORATION Schedule of Fees" consisting of 1 page.
- 7.2.2 Exhibit B, "Required Provisions for Contract for Services Prohibiting Employment of Illegal Aliens" consisting of 1 page.
- 7.2.3 Exhibit C, "Task List", consisting of 1 page.
- 7.2.4 Exhibit D, Proposal dated May 2, 2017.
- 7.3 This AGREEMENT (consisting of pages 1 to 13, inclusive), together with the Exhibits and Schedules identified above constitute the entire AGREEMENT between OWNER and ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.
- 7.4 Notwithstanding any other provision of this AGREEMENT, pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the OWNER payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This AGREEMENT shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.
- 7.5 ENGINEER shall indemnify, save and hold harmless OWNER, OWNER's consultants, employees and agents, or any of them, from and against any and all liabilities, claims, damages, actions judgments, losses, costs and expenses, including but not limited to reasonable attorneys' fees, to the extent such claims are caused by any negligent act or omission of, or breach of contract by, ENGINEER, its employees, consultants, sub-consultants or assignees pursuant to the terms of this AGREEMENT, regardless of whether or not such claim is caused in part by a party indemnified hereunder.
- 7.6 Unless otherwise mutually agreed by the parties, any claim, dispute or other matter in question arising out of or related to this AGREEMENT shall be subject to mediation as a condition precedent to binding dispute resolution. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 7.7 Unless otherwise defined herein, the terms used in this AGREEMENT shall have the meaning ascribed to them in the Standard General Conditions of the Construction Contract contained in the Project Manual for Larimer Parkway & US Hwy 34 Signal Improvements, Town of Johnstown.





STRUCTURAL, MEP, CIVIL ENGINEERING & CONSTRUCTION SERVICES

Arizona California Colorado Florida Texas Lebanon Saudi Arabia U.A.E.

**EXHIBIT A  
SCHEDULE OF FEES  
(Effective June 2016)**

**TTG Engineers Inc. (ENGINEER)** reviews scheduled fees on an annual basis. New schedules are issued as warranted. Charges for all work, including continuing projects, will be based on the new schedule of fees.

**PERSONNEL CHARGES:** Personnel charges are for technical work not covered by lump-sum fee agreements. Personnel are assigned to various tasks based on the skill required to perform the services properly. Charges are also made for technical typing, as in preparation of reports, for OWNER-requested accounting, and for time and costs of printing, as in the production of reports. Current personnel charges are as follows:

	HOURLY RATES
<b>ENGINEERS</b>	
Design Engineer	\$80 - 90
Project Engineer	90 - 110
Senior Project Engineer	110 - 135
Chief Senior Engineer	130 - 160
Principal Engineer	160 - 190
<b>DESIGNERS</b>	
CAD Technician	80 - 90
Designer	85 - 95
Senior Designer	90 - 100
<b>GIS</b>	
Technician	85 - 100
Senior GIS Manager	100 - 125
<b>LAND SURVEYORS</b>	
Survey Tech	75 - 95
Chief Surveyor	110 - 135
Survey Crew	140 - 180
<b>CONSTRUCTION MANAGEMENT</b>	
Technician	80 - 90
Construction Manager	85 - 100
Senior Construction Manager	100 - 130
<b>COORDINATORS</b>	
Typist/Coordinator	60 - 90

**REIMBURSABLE EXPENSES:** Outside sub-consultants, independent laboratory tests which ENGINEER administers, and other expenses, including copies of existing documents, will be charged at cost plus ten percent (10%). Full size 24" x 36" copies are \$1.25 per sheet for paper and \$2.50 per sheet for mylar. Mileage will be charged at 55 cents per mile.

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

Consultant shall not:

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

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

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

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

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

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

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

**EXHIBIT C**

**LARIMER PARKWAY INTERSECTION - TOWN OF JOHNSTOWN**

Phase	PROJECTED LABOR HOURS				ANTICIPATED COSTS					
	Proj. Engr.	Engr. Tech.	Construction	Surveyor	Labor	Travel	Lodging	Meals	Miscellaneous	Total
	(1)	(2)	(3)	(4)	(5)					
<b>Construction</b>										
Shop Drawing Reviews	3	3			\$ 750			\$ -	\$ -	\$ 750
Precon/Coordination Meetings	4	16	16		\$ 4,400	\$ 473		\$ -	\$ -	\$ 4,873
Observation		44	44		\$ 10,560	\$ 1,144		\$ -	\$ -	\$ 11,704
Pay Application Review	3	3			\$ 750			\$ -	\$ -	\$ 750
Substantial/Final Walk Through		2	2		\$ 480	\$ 143		\$ -	\$ -	\$ 623
Construction Staking				25	\$ 3,750			\$ -	\$ -	\$ 3,750
As-Built Drawings	2	2			\$ 500			\$ -	\$ -	\$ 500
<b>Subtotal</b>	<b>#</b>	<b>12</b>	<b>70</b>	<b>62</b>	<b>25</b>	<b>\$ 21,190</b>	<b>\$ 1,760</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 22,950</b>

**Notes:**

**Fee Schedule**

Taylor Goertz	(1)	\$ 140.00	per hour
Steve Fletcher	(2)	\$ 110.00	per hour
Tim Farmer	(3)	\$ 130.00	per hour
Surveyor	(4)	\$ 150.00	per hour
Mileage	(5)	\$ 0.55	per mile

130 Distance TTG Office

16 Anticipated Construction Time (Weeks)



STRUCTURAL, MEP, CIVIL ENGINEERING & CONSTRUCTION SERVICES

Arizona California Colorado Florida Texas Lebanon Saudi Arabia U.A.E.

May 2, 2017

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

RE: Construction Administration for Larimer Parkway at US 34

Dear Mr. Franklin,

TTG Engineers (TTG) has reviewed the Town of Johnstown US 34/Larimer Parkway Traffic Signal Construction Plans and construction plans for the realignment of a private access drive associated with the US 34/Larimer Parkway intersection improvements completed by Felsburg, Holt, and Ullevig. The two construction phases (traffic signal and private access drive) of this project are anticipated to start in May, 2017 and to be completed at the end of August, 2017. We have prepared the following scope and fee for the Town of Johnstown (Town) to provide construction management services:

#### Scope of Work

Provide part-time construction observation and inspection of Contractor completing the work under the Project. These services include daily observation and inspection of critical construction elements including verifying improvements are constructed within construction plans/contract document specifications, preparing weekly inspection reports, confirmation of unit quantities for pay request purposes, coordination of materials/compaction testing, and general coordination and representation on behalf of the Town of Johnstown.

#### Consultant Fees

Based on the project specifications and scope of the Project, TTG estimates the total fees for construction management services to be **\$19,200.00** to be invoiced on an hourly basis. The estimate of these fees is based on previous project experience of similar scope and size and was calculated assuming 160 hours for Steve Fletcher or Tim Farner at \$120 per hour over a 16-week duration. This allotment of hours allows one of our staff members to have two site visits per week to review progress, inspection



of improvements as necessary, and field any owner representation questions as described above.

Construction Staking

Additionally, the Town has requested construction staking for the traffic signal poles and proposed realignment of the driveway. The fees for this additional surveying scope of work to be completed by our sub-consultant (PWSI Surveyors) at a rate of \$150 per hour and is estimated to be **\$3,750** to be invoiced on an hourly basis. This estimate does include some project management time to allow for coordination and scheduling of these services.

Total Consultant Fees

The estimated consultant fees for construction management services and constructions staking is \$22,950.

Thank you for the opportunity to propose on this Johnstown Project. Please review the information provided above and contact me if you have any questions or comments.

Sincerely,

A handwritten signature in black ink that reads "T C Goertz".



TTG Engineers

Taylor C. Goertz, P.E.

[Delivered by e-mail]

\_\_\_\_\_  
Accepted By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**AGENDA ITEM 9C**

**MEMORANDUM  
OF  
UNDERSTANDING  
(YMCA of Boulder Valley)**

## TOWN COUNCIL AGENDA COMMUNICATION

---

**AGENDA DATE:** May 15, 2017

**ITEM NUMBER:** 9C

**SUBJECT:** Consider Memorandum of Understanding between the Town of Johnstown and the YMCA of Boulder Valley for consulting services related to the planning, design and construction of the community recreation center

**ACTION PROPOSED:** Consider Memorandum of Understanding between the Town of Johnstown and the YMCA of Boulder Valley

**PRESENTED BY:** Town Attorney

---

**AGENDA ITEM DESCRIPTION:** Subsequent to a request for qualifications and an interview process, the Town Council moved to retain the YMCA of Boulder Valley (YMCA) to act as the operating partner to manage the operations and maintenance obligations associated with the community recreation center and directed the Town Attorney to prepare a memorandum of understanding (MOU).

The attached MOU sets out the YMCA's preliminary obligations, providing that the YMCA agrees to provide consulting services with respect to the planning, design and construction of the community recreation center. The specific consulting services are delineated in Paragraph 2 of the MOU. The YMCA further agrees to submit a monthly invoice to the Town representing its actual expenses in an amount up to, but not greater than, \$5,000.00 per month.

The MOU is effective until the Town and the YMCA execute a management agreement, which will set out the more substantive, long term agreement between the parties. The MOU provides that the parties will have a draft of the management agreement to discuss with Town Council on or before the August 7, 2017 meeting, with the expectation that the management agreement will be executed shortly thereafter.

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**LEGAL ADVICE:** The Town Attorney reviewed the Memorandum of Understanding between the Town of Johnstown and the YMCA of Boulder Valley.

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**FINANCIAL ADVICE:** The Memorandum of Understanding will involve an expenditure of funds that has been budgeted for the 2017 calendar year.

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**RECOMMENDED ACTION:** Approve the Memorandum of Understanding between the Town of Johnstown and the YMCA of Boulder Valley for consulting services related to the planning, design and construction of the community recreation center.

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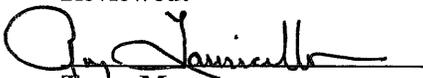
**SUGGESTED MOTION:**

**For Approval:** I move to approve the Memorandum of Understanding between the Town of Johnstown and the YMCA of Boulder Valley and authorize the Mayor to sign it.

**For Denial:** I move to deny approval of the Memorandum of Understanding between the Town of Johnstown and the YMCA of Boulder Valley.

---

**Reviewed:**

  
Town Manager

**MEMORANDUM  
OF  
UNDERSTANDING**

**Memorandum of Understanding**  
between  
**Town of Johnstown**  
and  
**YMCA of Boulder Valley**

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding between the Town of Johnstown (“Town”) and the YMCA of Boulder Valley (“YMCA”) (collectively, the “Parties”) for consulting services related to the planning, design and construction of a new community center (“Facility”).

**Background and Purpose**

The Town conducted a process of interviewing and selecting a partner for providing input concerning the planning, design and construction of the Facility (the “Consulting Services”), as well as management of the Facility for the Town once construction is completed in approximately 18 months, ultimately selecting the YMCA. This Agreement outlines the Consulting Services to be provided by the YMCA to the Town until a contract for management of the Facility (the “Management Agreement”) is executed.

**Reporting**

The Parties agree that the goal of the design work is to create a sustainable, value-engineered facility, in an effort to create the greatest experience and value for both taxpayers and the community. The YMCA acknowledges and agrees that all final designs are to be approved by the Town Council and its representatives.

Recognizing that the YMCA is the subject matter expert, and in an effort to minimize rework of the Facility design, the Parties agree that the YMCA will be actively involved in discussions related to the design and pre-construction phases of the Facility. The Parties also agree that the YMCA shall regularly attend any standing meetings the Town has scheduled with the architect and the Town’s third-party construction oversight representative, and shall report to the Town Council and staff in whatever manner is necessary or reasonably requested by the Town to support its needs and oversight responsibilities.

**Consulting Services/Deliverables**

The Consulting Services to be provided and/or overseen by the YMCA include, but are not limited to, the following:

1. Value-engineering of the proposed Facility to reduce costs of design work, construction, and internal space;
2. Ensuring, at a minimum, that the following Facility components and their respective locations in the Facility are considered and addressed:
  - a. Indoor track;
  - b. Full gym;
  - c. Adequate strength and cardio area;
  - d. Child watch with outdoor space;
  - e. Outdoor field space;
  - f. Multi-lane, 25 yard/meter pool;
  - g. Splash pad recreation area;
  - h. “Baby” pool;
  - i. Three cardio studios;
  - j. Fully licensed day-care and pre-school space;

- k. Space for health care provider programs such as warm water pool, physical and occupational therapy;
  - l. Community space to seat 175 persons with a catering kitchen that can also be a teaching kitchen;
  - m. Outdoor day camp space;
  - n. Two meeting rooms;
  - o. Adequate locker room space;
  - p. Adequate storage;
  - q. Secured front desk area to control the facility;
  - r. Adequate control points on the campus and facility standards to ensure safety of the all participants;
  - s. Adequate lounge and common space.
3. Assisting in the design of the Facility to allow for additional phases as needed for the growth and other demands of the Town and its citizens;
  4. Identifying and/or designing programs to fill the spaces created under item #2;
  5. Providing insurance policies, as appropriate, IT system(s), payroll, HR, staff and other necessary business services to create a functional operation;
  6. Working with the Town to create an appropriate governance structure and lines of reporting to the Town, its Council and staff;
  7. Working with the Town to create a mutually beneficial Management Agreement;
  8. Visiting 10 YMCAs/other recreation facilities to observe ideal physical plant design and practices; and
  9. Recommending fitness and other physical plant equipment for the Facility to lease/purchase.

The Parties recognize that this listing is not meant to be all-inclusive, and will be modified as needed during the Term.

### **Funding**

The YMCA will provide its entire senior staff and Y USA regional resources to this project, in an effort to create an appropriate design, as well as programming representatives of the current core programming of the YMCA and other like community recreation centers.

The Consulting Services also include providing weekly updates to the Town and its staff, as well as regularly communicating with the architect and the Town's third-party construction oversight representative to assist in informing design, construction, programming dialogue and, ultimately, decisions.

Based upon the above, the Town agrees to pay the YMCA a monthly consulting fee up to, but not to exceed, \$5,000.00 (the "Monthly Fee") as compensation for its time and effort. The Parties recognize that the Monthly Fee represents an amount less than the true cost to the YMCA of the Consulting Services to be spent during the Term. The YMCA shall provide a monthly invoice, setting forth the hours worked and the associated fee, and the Town shall pay the invoice within thirty (30) days of receipt.

**Term/Modification/Termination**

This Agreement shall become effective upon authorized signature by the Parties, and remain in effect until the effective date of the Management Agreement. It may be modified only in writing by mutual consent of the Parties, and may be terminated by either of the Parties with not less than 30 days' prior written notice, or by mutual consent, in which case termination will be effective on the agreed upon date. The Parties agree that a draft of the Management Agreement shall be provided to Town Council on or before August 7, 2017.

**Contact Information**

Town of Johnstown  
Attn: Town Manager  
P.O. Box 609  
Johnstown, CO 80534  
Tel: (970) 587-4664  
Email: rcello@townofjohnstown.com

Chris Coker, CEO  
YMCA of Boulder Valley  
2800 Dagny Way  
Lafayette, CO 80026  
Tel: (303) 664.5455, ext. 1100  
Email: chris.coker@ymcabv.org

**Independent Contractor**

The YMCA and its employees and agents shall be considered for all purposes of this Agreement to be independent contractors and not employees or agents of the Town. The Town shall not provide benefits of any kind, including, but not limited to, medical and workers' compensation, to the YMCA or its employees and agents.

**Insurance**

YMCA agrees to obtain and maintain, at its expense, such insurance as will protect the YMCA from claims under the Workmen's Compensation Act and such comprehensive general liability insurance and automobile liability insurance as will protect the YMCA from all claims, of whatever kind, that may arise from the performance by the YMCA and its employees and agents of the functions and services required under this Agreement. The amounts of liability insurance shall not be less than \$350,000.00 per person/\$990,000.00 per accident and \$1,000,000.00 property damage.

**Non-Appropriation of Funds**

Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

Acknowledged and Accepted:

Town of Johnstown

YMCA of Boulder Valley

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

Name: Scott James

Title: Mayor

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

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

Name: Christopher J. Colver

Title: CEO

Date: 5/2/17

Attest:

\_\_\_\_\_

Diana Seele, Town Clerk



**AGENDA ITEM 9D**

**SITE**

**ANALYSIS/EVALUATION**

**PRESENTATION**

**(Johnstown Community Recreation Center)**

**(Sink Combs Dethlefs)**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** May 15, 2017

**ITEM NUMBER:** 9D

**SUBJECT:** Presentation of Johnstown Community Recreation Site Analysis/Evaluation by Sink Combs Dethlefs

**ACTION PROPOSED:** Approve Site for Community Recreation Center

**PRESENTED BY:** Sink Comb Dethlefs

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**AGENDA ITEM:** At the April 17<sup>th</sup> Council work session, Council agreed to have the architect firm of Sink Comb Dethlefs conduct a site analysis/evaluation of the following three properties as possible locations for the Johnstown Community Recreation Center: 1) Massey 2) Mountain View and 3) Purvis (please refer to attachments).

Representatives from the firm will be in attendance to present their findings and recommend a site for the Center.

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**LEGAL ADVICE:**

**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** Approve site for Johnstown Community Recreation Center

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**SUGGESTED MOTION:**

**For Approval:** I move to approve the 1) Massey 2) Mountain View 3) Purvis property as the location for the community recreation center and direct town staff and the Town Attorney to prepare and obtain the documentation to effectuate the transfer of the property from the owner to the town.

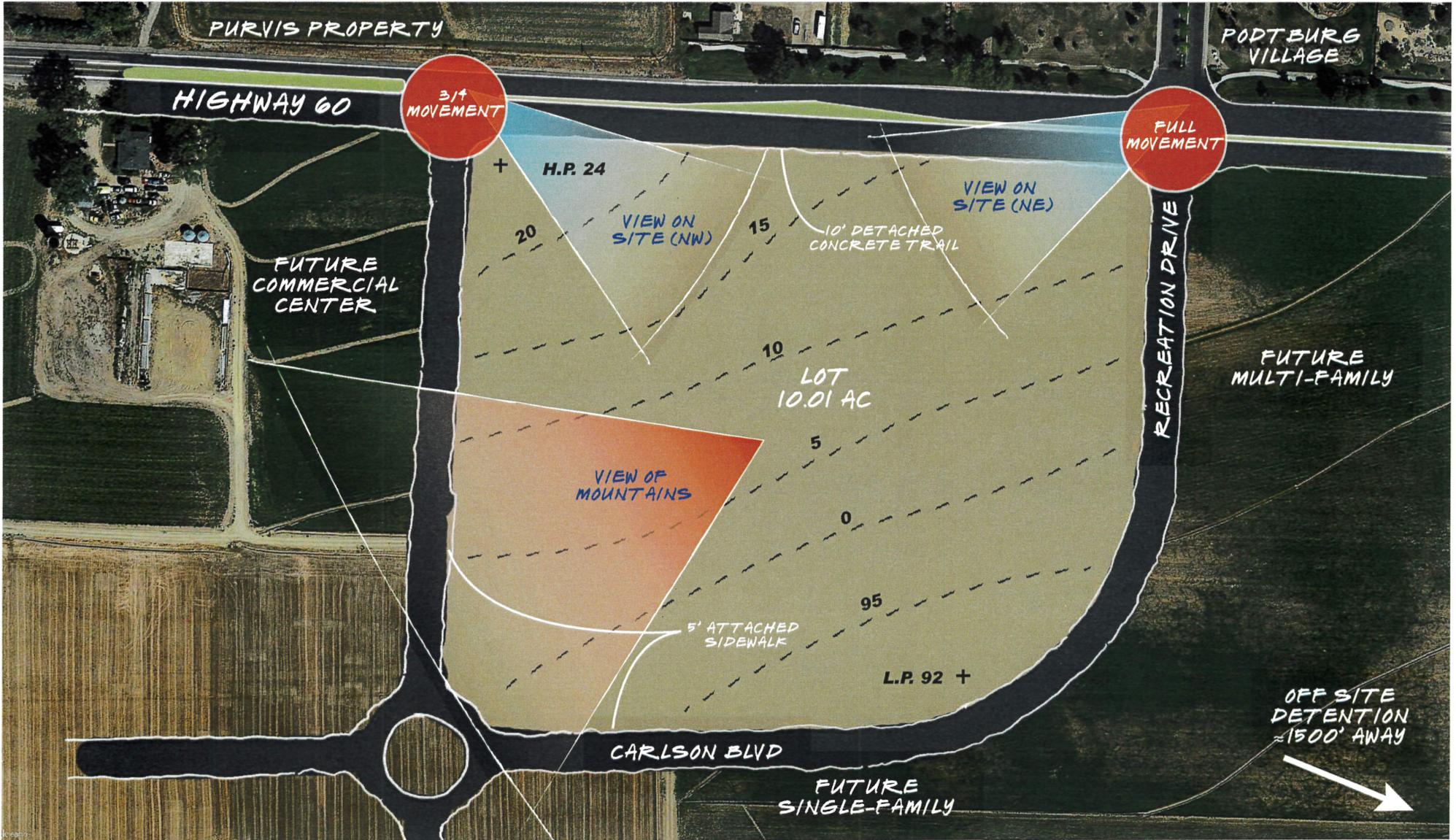
**For Denial:** I move to deny approval of the 1) Massey 2) Mountain View 3) Purvis property as the location for the community recreation center.

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**Reviewed:**

  
Town Manager

**SITE  
ANALYSIS  
DIAGRAMS**

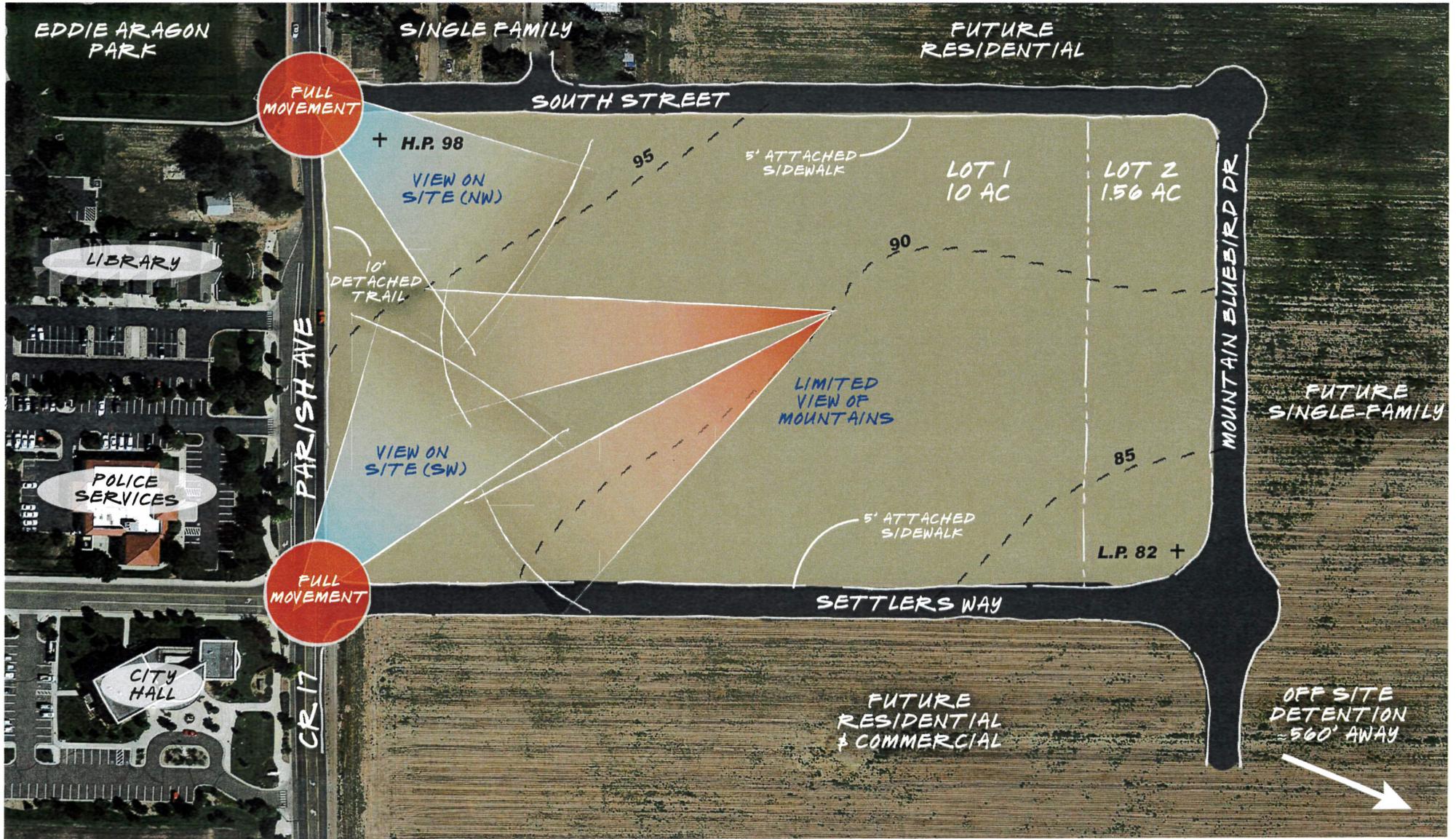














BUILDING ENTRANCE	
SERVICE ACCESS	
VEHICLE ACCESS	
LOOP TRAIL	
EXERCISE STATIONS	
PROGRAM (SPRAY PARK, PRE-SCHOOL, PATIO)	





**BUILDING ENTRANCE**

**SERVICE ACCESS**

**VEHICLE ACCESS**

**LOOP TRAIL**

**EXERCISE STATIONS**

**PROGRAM**  
(SPRAY PARK, PRE-SCHOOL, PATIO)

# Recreational Center - Johnstown, CO

## Site Evaluation Matrix

Potential Rec Center Sites			
Additional Site Notes	A Massey	B Mountain View	C Purvis
Land Cost	\$0	\$\$\$	\$0
Site Size	10.01 acre	10 acres	11.6 acres
Land Availability and Timing	?	?	?
Access to Existing Sewer Outfall	No	Yes	No
Road/Access Infrastructure Requirements	\$\$	\$\$	\$\$\$
Topography	Steepest	Gentle	Gentle

Potential Rec Center Sites							
Matrix Criteria	Weight Factor	A Massey		B Mountain View		C Purvis	
			xWF		xWF		xWF
<b>EXISTING SITE CONDITIONS AND LOGISTICS</b>							
Land Cost	5	4	20	1	5	4	20
Located Along Major Access Routes	4	4	16	3	12	4	16
Mountain Views from Site	3	4	12	3	9	2	6
Suitable Topography	3	3	9	4	12	4	12
Potential for Future Growth	5	4	20	4	20	3	15
Required Infrastructure Improvements	4	2	8	3	12	1	4
Proximity to Storm Drainage Utilities	3	2	6	3	9	4	12
<b>SOCIAL AND CULTURAL</b>							
Proximity to I-25	4	3	12	1	4	3	12
Site Visibility from Major Streets	4	4	16	4	16	4	16
Vehicular access to site	4	3	12	3	12	1	4
Proximity to Trails, Bike/Walkability	3	3	9	4	12	2	6
Proximity to Parks	2	1	2	4	8	1	2
Impact/Compatibility with Surrounding Uses	3	4	12	3	9	2	6
<b>Totals</b>		<b>154</b>		<b>140</b>		<b>131</b>	

A - Massey

B - Mountain View

C - Purvis

### Weighting Factor

- 1= Not Very Important
- 2 = Somewhat Important
- 3 = Important
- 4 = Very Important
- 5 = Essential

### Criteria Ranking Scores

- 0 = Unacceptable
- 1 = Poor
- 2 = Fair
- 3 = Good
- 4 = Excellent



**WORK  
SESSION  
(Discussion of Term Limits for  
Elected Officials)**



The Voice of Colorado's Cities and Towns

# FAQ: Term Limits

SEPTEMBER 2011

**Q: Where can I find the law on local term limits?**

Term limitations for elected officials were adopted pursuant to Amendment 17 of 1994, an initiated constitutional amendment approved at the Nov. 8, 1994, general election. The provisions of Amendment 17 related to local officials were codified at Section 11 of Article XVIII of the constitution.

**Q: What are the local term limits?**

An official is limited to two consecutive terms in office that is more than two years in length, typically a four-year term. In the case of two-year terms, officials cannot hold more than three consecutive terms in office. (Colo. Const. Art. XVIII § 11(1))

**Q: What are consecutive terms?**

Terms are considered consecutive unless there is a four-year break between terms. However, partial terms and appointments do not count toward the cumulative totals. (Colo. Const. Art. XVIII § 11(1))

**Q: How do term limits impact home rule charters?**

The constitutional amendment on term limits applies to every municipality in the state, including those with home rule charters. (Colo. Const. Art. XVIII § 11(3))

**Q: How do we go about changing term limits?**

Cities and towns may exercise the local option provision within the amendment. Both statutory and home rule municipalities also can change the number of trustees or lengthen the terms of office through ordinance or charter amendment to mitigate the effects of term limitation. (Colo. Const. Art. XVIII § 11(2))

**Q: If a board member runs for mayor halfway through his/her term as trustee, can he/she remain a trustee?**

Yes. While no candidate may hold two elected municipal positions at one time, no law precludes a trustee from

continuing to serve in that capacity until he/she is elected mayor. Before being sworn into the office of mayor, he/she would need to resign from the office of trustee. (C.R.S. §§ 31-4-107; 31-10-301)

**Q: Must a person appointed to fill a vacancy on the governing body be elected at the next regular municipal election in order to continue in office?**

Yes. The statutes applicable to statutory cities (C.R.S. §§ 31-4-103; 31-4-106; 31-4-108(2)(b); 31-4-205; 31-4-207) and towns (C.R.S. § 31-4-303) provide generally that an appointee to fill vacancy on the governing body will serve only until his or her successor is elected at the next election and sworn in. Should the appointee wish to continue in office, he or she may circulate a nominating petition, as would any other qualified citizen who wishes to be a candidate.

**Q: If an elected official has served the maximum number of consecutive terms in an elected body as a representative of one district, may that elected official move to a different district and immediately run for election to the same body to represent the new district?**

No. An elected official from a particular district who has served the maximum number of consecutive terms in an elected body is precluded from immediately running for election to that body from another district.

**Q: If an elected official has served the maximum number of consecutive terms for an "at-large" seat in an elected body, may that official immediately run for election to a specific district seat in that body?**

Conversely, if a member has served the maximum number of consecutive terms as a representative from a particular district, may that member immediately run for an at-large seat to the same body?

No. An "at-large" member of an elected body who has served the maximum number of consecutive terms may not thereafter run for election for a specific district seat in the same body. Similarly, a member of an elected body who occupies a district seat and has served the maximum number of consecutive terms is precluded from running immediately thereafter for election to that body as a member "at-large."

**Q: If an elected official has served the maximum number of consecutive terms for board/council seat in an elected body, may that official immediately run for election to a mayoral seat in that body?**

Yes. Unlike above, the candidate is running for a separate office entirely. Thus, the office of mayor and councilmember do not cumulatively stack as consecutive terms.

*By Rachel Allen, CML staff attorney*  
The FAQ column features frequently asked questions submitted to the Colorado Municipal League. The questions and answers are not intended to be a substitute for legal advice from your own municipal attorney. Your municipal attorney may be aware of particular facts, charter provisions, or ordinances or may simply have an alternative interpretation of the relevant statutes. As always, if you have any questions or concerns regarding the interpretations of the relevant statutes or their application to your own situation, please consult your municipal attorney.

*If you have additional questions or would like sample ballot questions to opt out of term limits, please contact CML Staff Attorney Rachel Allen at rallen@cml.org.*



# Municipal Elections

Term Limit Issues, 1995–Spring 2016 Ballots

Municipality	Authorization to Retain and Spend Excess Revenues	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Coal Creek	Eliminate term limits								pass													
Collbran	Eliminate term limits for mayor and trustees		fail																			
Crawford	Eliminate term limits								pass													
Creede	Eliminate term limits for trustees and mayor						pass															
Crestone	Eliminate term limits								pass													
Crook	Eliminate term limits for mayor and trustees		pass																			
Dacono	Charter amendment eliminating term limits				fail																	
	Charter amendment providing for three, three-year terms for elected officials					pass																
Deer Trail	Eliminate term limits for Mayor and Trustees.										pass											
Del Norte	Eliminate term limits								pass													
Denver	Eliminate term limits for elected officials		fail																			
	Lengthen term limits to 3 consecutive 4-year terms						pass															
Dolores	Eliminate term limits for mayor and council		fail																			
Dove Creek	Eliminate term limits		pass																			
Eads	Modification of term limits								pass													
Eckley	Eliminate term limits for mayor and trustees				pass																	
Edgewater	Eliminate term limits for mayor and council members		fail																			
	Charter amendment eliminating term limits			fail																		
Englewood	Amend Charter to allow council members to serve three consecutive terms														pass							
Estes Park	Eliminate term limits								fail													
Evans	Eliminate term limits for anyone covered by Colorado Constitution		fail																			
	Eliminate term limits				fail																	
	Partial terms will not count as a term in office so long as no one served more than 10 consecutive years																				pass	
Flagler	Eliminate term limits for all elected officials									pass												
Fleming	Eliminate term limits on elected officials.										fail											
Fort Lupton	No person shall serve more than three consecutive terms for councilmember																			fail		
	Councilmembers limited to three consecutive terms																				pass	
	Eliminate term limits for Mayor and Council																					fail
Foxfield	Eliminate term limits for all elected officials						fail					pass										
Fraser	Eliminate term limits for all elected officials		pass																			
Frederick	Eliminate term limits			fail																		
	Eliminate term limits				fail																	
Fountain	Amend Charter to change Mayor's term of office to 4 years with 2 maximum terms															pass						
Fowler	Eliminate term limits for Trustee & Mayor															pass						









# Municipal Elections

Term Limit Issues, 1995–Spring 2016 Ballots

Municipality	Authorization to Retain and Spend Excess Revenues	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
Yampa	Eliminate term limits for all elected officials						pass																
Yuma	Eliminate term limits for mayor and council		fail																				
	Eliminate term limits				pass																		
<b>TOTALS*</b>		Pass: 3	14	6	20	7	16	1	21	7	7	1	1	1	2	3	0	0	1	1	5	2	
		Fail: 3	11	9	9	8	7	4	9	5	8	1	1	2	0	0	1	2	0	4	2	3	
		Totals: 6	25	15	29	15	23	5	30	12	15	2	2	3	2	3	1	2	1	5	7	5	

CUMULATIVE TOTALS:

PASS 119

FAIL 89

TOTAL 208 (57.2% approval rate)

NOTE: Some of these measures are to modify term limits not to eliminate them.

## Colorado Term Limits Act, Amendment 17 (1994)



The **Colorado Term Limits Amendment**, also known as **Amendment 17**, was on the November 8, 1994 ballot in Colorado as an initiated constitutional amendment, where it was **approved**.

This measure placed term limits on elected officials, from the local to federal level. Specifically, it limited members of the United States House of Representatives to 3 consecutive terms, local elected officials to 2 consecutive terms unless changed by local voters, and two consecutive terms for the State Board of Education and the University of Colorado Board of Regents. The proposal did not change term limits for U.S. Senators, state elected officials, and the Colorado Legislature.<sup>[1][2]</sup>

### Aftermath

In the 1995 ruling *U.S. Term Limits, Inc. v. Thornton*, the Supreme Court of the United States decided that state level qualifications on members of congress stricter than that of the United States Constitution were unconstitutional.

### Election results

Colorado Amendment 17 (1994)		
Result	Votes	Percentage
<b>Yes</b>	<b>554,238</b>	<b>51.05%</b>
No	531,521	48.95%

Election results via: Colorado Legislative Council

#### Voting on Term Limits



#### Ballot Measures

By state

By year

Not on ballot

State legislative term limits

Gubernatorial term limits

Lieutenant Governors term limits

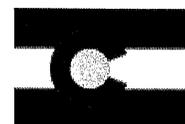
Secretaries of State term limits

Attorneys General term limits

State executive term limits

**Local** [\[show\]](#)

#### Colorado Constitution



#### Preamble Articles

I • II • III • IV • V • VI • VII • VIII • IX • X • XI • XII • XIII • XIV • XV • XVI • XVII • XVIII • XIX • XX • XXI • XXII • XXIII • XXIV • XXV • XXVI • XXVII • XXVIII • XXIX • Schedule

(<http://www.leg.state.co.us/lcs/ballothistory.nsf/835d2ada8de735e787256ffe0074333d/ba7a5ad837f7457b87256ffd006a4999?OpenDocument>)

### Text of measure

The language appeared on the ballot as:<sup>[1][3]</sup>

“ Shall there be an amendment to the Colorado Constitution to limit the number of consecutive terms that may be served by a non-judicial elected official of any political subdivision of the state, by a member of the State Board of Education, and by an elected member of the

governing board of a state institution of higher education and to allow voters to lengthen, shorten, or eliminate such limitations of terms of office; and to reduce the number of consecutive terms that may be served by the United States Representatives elected from Colorado?<sup>[4]</sup>

## Constitutional changes

Section 11 of Article XVIII of the Colorado Constitution states as follows:

### Text of Section 11:

#### Elected Government Officials Limitation on Terms.

(1) In order to broaden the opportunities for public service and to assure that elected officials of governments are responsive to the citizens of those governments, no nonjudicial elected official of any county, city and county, city, town, school district, service authority, or any other political subdivision of the State of Colorado, no member of the state board of education, and no elected member of the governing board of a state institution of higher education shall serve more than two consecutive terms in office, except that with respect to terms of office which are two years or shorter in duration, no such elected official shall serve more than three consecutive terms in office. This limitation on the number of terms shall apply to terms of office beginning on or after January 1, 1995. For purposes of this Section 11, terms are considered consecutive unless they are at least four years apart.

(2) The voters of any such political subdivision may lengthen, shorten or eliminate the limitations on terms of office imposed by this Section 11. The voters of the state may lengthen, shorten, or eliminate the limitations on terms of office for the state board of education or the governing board of a state institution of higher education imposed by this Section 11.

(3) The provisions of this Section 11 shall apply to every home rule county, home rule city and county, home rule city and home rule town, notwithstanding any provision of Article XX, or Sections 16 and 17 of Article XIV, of the Colorado Constitution.

## Support

Some arguments in support of term limits include:<sup>[2]</sup>

- Colorado voters already approved some term limits, this measure finishes it off.
- Term limits allow for new politicians with fresh ideas.
- Term limits provide more competitive elections.
- Term limits on Congressional members helps promote the idea of representation as a public service and not a career.

## Opposition

Some arguments in opposition of term limits include:<sup>[2]</sup>

- Term limits on Colorado delegates in Congress would weaken Colorado's political power in comparison to states that do not have term limits.
- The measure imposes uniform term limits on local government across the state, rather than allow for citizens to enact them only when desired. Removing or modifying the unified terms would be costly for localities.
- The issue of term limits was not generated by boards or locally elected officials. Rather, these position suffer a problem of finding interested citizens to fill them in the first place.
- The true benefits of term limits are not yet known (as of 1994).
- Term limits make our system less democratic by not letting people vote for who they truly want.
- There will be a shift in power to lobbyists and non-elected officers because of loss of institutional memory in elected positions.

## Path to the ballot

- In 1990, an initiative in Colorado placed terms limits on some statewide elected officials, including United State Senators and Representatives.<sup>[2]</sup>
- In 1994, Colorado was one of five states (also including Idaho, Nevada, Nebraska, and Utah) that sought to place term limits on local officials.<sup>[2]</sup>

## See also

- 1994 ballot measures
- Colorado 1994 ballot measures
- List of Colorado ballot measures
- Colorado Term Limits Amendment, Issue 5 (1990)
- History of Initiative & Referendum in Colorado

**BP** Suggest a link

## External links

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- Historical Colorado Ballot Measures (<http://www.leg.state.co.us/lcs/ballothistory.nsf/>)
- Sample Ballots (<http://car.elpasoco.com/Evault/Pages/SampleBallots.aspx>) (From El Paso County)
- 1994 Ballot Measure Analysis (<http://www.law.du.edu/images/uploads/library/CLC/392.pdf>) (By the Colorado Legislative Council)

## Footnotes

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1. *Colorado Legislative Council*, "Ballot Issue History" (<http://www.leg.state.co.us/lcs/ballothistory.nsf/835d2ada8de735e787256ffe0074333d/ba7a5ad837f7457b87256ffd006a4999?OpenDocument>)
2. "Colorado Legislative Council," *An Analysis of 1994 Ballot Measure Proposal* (<http://www.law.du.edu/images/uploads/library/CLC/392.pdf>)
3. *El Paso County, Colorado*, "Official Sample Ballot for General Election" (<http://www.elpasoelections.com/EVault/SampleBallots/1994General.pdf>)
4. *Note: This text is quoted verbatim from the original source. Any inconsistencies are attributed to the original source.*

Categories: Colorado 1994 ballot measures | Term limits, Colorado | Term limits, 1994 | County and municipal governance, Colorado | County and municipal governance, 1994 | Historical ballots, 2014

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Statement and Certificate of Determination of an Election held in

17<sup>th</sup>

day of

NM

NAMES OF CANDIDATES OR PROPOSITIONS

OFFICE VOTED FOR

1998 April 7

Bonnie J. Ruppert	Trustee	176
Troy Mellon	Trustee (4yr.)	88
Harold Fehrenbruch	Trustee (4yr.)	87
Aleen A. Smith	Trustee (2yr.)	79
Chet Hays	Trustee (4yr.)	96

TOWN OF JOHNSTOWN  
ISSUE #1

SHALL THE LIMITATIONS ON TERMS OF OFFICE IMPOSED BY SECTION 11 OF ARTICLE 18 OF THE COLORADO CONSTITUTION BE ELIMINATED AS IT APPLIES TO TERMS OF OFFICE FOR THE BOARD OF TRUSTEES OF THE TOWN OF JOHNSTOWN, THEREBY ALLOWING THE CITIZENS OF JOHNSTOWN TO ELECT ANY QUALIFIED CANDIDATE OF THEIR CHOICE?

YES

NO

Yes votes

72

No votes

49

