

MEMORANDUM

TO: Honorable Mayor and Town Council
FROM: Diana Seele, Town Clerk/Treasurer
DATE: December 12, 2018
RE: Meet & Greet – Finance Director Candidates

Mayor and Council,

Please be informed that a meet and greet with the candidates for the Finance Director has been scheduled for **Monday, December 17, 2018 beginning at 5:45 p.m.**

Should you have questions, please contact me.

Thank you.

TOWN COUNCIL

MEETING

PACKET

December 17, 2018



Town Council

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



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

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

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

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

- 6) **CONSENT AGENDA**
 - A) Town Council Meeting Minutes – December 3, 2018
 - B) Payment of Bills
 - C) November Financial Statements
 - D) Water and Sewer Service Agreement – Lazy Dog Erie, LLC
 - E) Water and Sewer Service Agreement – In-Line Shops
 - F) Resolution 2018-23 – A Resolution Adopting A Purchasing & Surplus Policy; Superseding Resolution Nos. 98-9, 2002-10, 2003-01 And 2011-04; Superseding Resolution No. 2017-10 To The Extent of A Conflict
 - 7) **TOWN MANAGER REPORT**
 - 8) **TOWN ATTORNEY REPORT**
 - 9) **OLD BUSINESS**
 - 10) **NEW BUSINESS**
 - A) **Public Hearing** – Resubdivision of Outlot D, Corbett Glen Filing No. 4.
 - B) Consider Agreement with RG and Associates
 - C) Discussion of Infrastructure Investment
 - D) Presentation of Plaque to John Franklin, Town Planner
 - E) Presentation of Plaque to Mayor Scott James
 - 11) **COUNCIL REPORTS AND COMMENTS**
 - 12) **MAYOR'S COMMENTS**
 - 13) **ADJOURN**
-

Work Session

- 1) Representatives from Waste Management

Cake and Refreshments

Reception honoring Mayor Scott James and Town Planner John Franklin



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-F

CONSENT

AGENDA

- **Council Minutes – December 3, 2018**
 - **Payment of Bills**
 - **November Financial Statements**
- **Water and Sewer Service Agreement – Lazy Dog Erie, LLC**
- **Water and Sewer Service Agreement – In-Line Shops**
- **Resolution 2018-23, Adopting a Purchasing Policy**

**COUNCIL
MINUTES**

The Town Council of the Town of Johnstown met on Monday, December 3, 2018 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor James led the Pledge of Allegiance.

Roll Call

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

Also present: Matt LeCerf, Interim Town Manager, Avi Rocklin, Town Attorney, Chief Brian Phillips, John Franklin, Town Planner and Diana Seele, Town Clerk/Treasurer

Agenda Approval

Councilmember Mellon made a motion seconded by Councilmember Young to approve the amended Agenda, removing the work session with Waste Management. Motion carried with a unanimous vote.

Consent Agenda

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

- November 19, 2018 Town Council Meeting Minutes
- **2nd Reading** – Ordinance Number 2018-154 – Amending Section 17-230 of the Johnstown Municipal Code to Add Subsection (b) Imposing Impact Fees on Behalf of the Front Range Fire Rescue Fire Protection District
- Resolution 2018-18, Committing funds to CDOT for I-25, US-34, 402 Interchanges
- Resolution 2018-22, Affirming the Town's Commitment to Enter Into An Intergovernmental Agreement with the Colorado Department of Transportation Related to Disposal of the Interstate 25 East Frontage Road From State 60 to Ronald Regan Blvd.
- Water Agreement Between Town of Johnstown and Keto Colorado Enterprises, LLC
- Appointment of Planning Commissioner

Motion carried with a unanimous vote.

Town Manager Report

Interim Manager Matt LeCerf requested input from Council in reference to allocating funds for bonus's to town employees. Councilmember Mellon made a motion seconded by Councilmember Lebsack to allocate \$350.00 for full-time employees and \$200.00 for part-time employees. Motion carried with a unanimous vote.

New Business

A. Public Hearing – The Villages (Hwy 402/I-25) Preliminary Plat – J25 Land Holdings, LLC submitted a request for approval of The Villages at Johnstown (Hwy 402/I-25) Preliminary Plat for a 246 acre parcel of land. The zoning for the property is Planned Unit Development – Mixed Use, PUD-Residential and PUD-Industrial. The original Villages at Johnstown Preliminary Plat was approved in 2005. No final plats were approved the preliminary plat expired and a new updated plat was submitted.

Mayor James opened the public hearing at 7:15 p.m. Representatives from the applicant addressed questions from council. Two neighbors had concerns with the amount of traffic this development will generate, impact current lifestyles and the safety of those traveling CR 18. Mayor James closed the public hearing at 7:45 p.m. Councilmember Lemasters made a motion seconded by Councilmember Tallent to approve The Villages at Johnstown Preliminary Plat. Motion carried with Councilmember Mellon voting no.

B. Public Hearing – The Villages at Johnstown (Hwy 402/I-25) Amended Performance Standards – J-25 Holdings submitted a request for approval of The Villages at Johnstown (Hwy402/I-25) amended Performance Standards (Design Guidelines) for a 246 acre parcel of land. The proposed amendments include changes to the residential guidelines and also typographical and grammatical corrections. The original Performance Standards were approved in 2005.

Mayor James opened the public hearing at 8:07 p.m. having no public comments the public hearing was closed at 8:13 p.m. Councilmember Mellon made a motion seconded by Councilmember Lebsack to approve The Villages at Johnstown (Hwy402/I-25) Amended Performance Standards. Motion carried with a unanimous vote.

C. Consider Intergovernmental Agreement with the Front Range Fire Rescue Fire Protection District for the Assessment, Collection and Remittance of Emergency Service Impact Fees - Colorado revised Statutes 29-10-104.5 permits a local government to impose impact fees for fire protection districts that provide fire protection, rescue and emergency services for new development. If a local government elects to impose an impact fee, then the local government and the fire protection district are required to enter into an intergovernmental agreement. The IGA permits for the assessment, collection and remittance of the impact fee; and must be approved between the Town and the Fire District. Councilmember Lebsack made a motion seconded by Councilmember Young to approve the Intergovernmental Agreement with the Front Range Fire Rescue Fire Protection District for the for the Assessment, Collection and Remittance of Emergency Service Impact Fees and authorize the Mayor to sign it. Motion carried with a unanimous vote.

D. Resolution No. 2018-19, A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Town of Johnstown, Colorado for the Calendar Year Beginning on the First Day of January, 2019 and Ending on the Last Day of December, 2019. Councilmember Young made a motion seconded by Councilmember Molinar Jr. to approve Resolution No. 2018-19. Motion carried with a unanimous vote.

E. Resolution No. 2018-20, A Resolution Appropriating Sums of Money to the Various Funds and Spending Agencies in the Amounts and for the Purposes as Set Forth, for the Town of Johnstown, Colorado for the 2019 Budget year. Councilmember Lemasters made a motion seconded by Councilmember Young to approve Resolution No. 2018-20. Motion carried with a unanimous vote.

F. Resolution No. 2018-21, A Resolution Levying General Property Taxes for the Year 2019, to Help Defray the Costs of Government for the Town of Johnstown, Colorado for the 2019 Budget Year. Councilmember Young made a motion seconded by Councilmember Lebsack to approve Resolution No. 2018-21. Motion carried with a unanimous vote.

Executive Session

Councilmember Mellon made a motion seconded by Councilmember Lebsack to recess into Executive Session for a conference with the Town Attorney pursuant to C.R.S. Section 24-6-402(4)(b) to discuss possible litigation between the Town of Johnstown and Thompson Crossing Metro District.

There being no further business to come before the Council the meeting adjourned at 9:38 p.m.

Mayor

Town Clerk/Treasurer

**PAYMENT
OF
BILLS**

BILLS SUBMITTED FOR PAYMENT- DECEMBER 2018		
24 HOUR SIGN LANGUAGE SERVICES		\$ 200.00
ACE HARDWARE		\$ 468.01
ACE OF BLADES		\$ 65.00
ADAMSON POLICE PRODUCTS		\$ 686.20
ALL COPY PRODUCTS		\$ 367.35
ARAPAHOE RENTAL		\$ 247.70
ARROWHEAD FORENSICS		\$ 81.25
BRANDON COPELAND		\$ 775.52
CASELLE		\$ 1,029.00
CDR PROPANE SERVICES, LLC		\$ 2,897.40
CENTRAL WELD COUNTY WATER DISTRICT		\$ 586.00
CENTURY LINK		\$ 335.07
CH DIAGNOSTICS & CONSULTING SERVICES INC.		\$ 420.00
CHEMATOX LABORTORY INC.		\$ 28.00
CINTAS		\$ 413.87
CINTAS - LOVELAND		\$ 247.08
CIRSA		\$ 604.49
COREN PRINTING		\$ 280.00
DBC IRRIGATION SUPPLY		\$ 42.55
DPC INDUSTRIES INC.		\$ 8,149.51
DXP SUPERCENTER		\$ 28.56
EDCOR		\$ 120.00
ELITE PRINTING GROUP LLC		\$ 215.00
ENVIROTECH SERVICES, INC.		\$ 5,431.94
ERGOMED		\$ 400.00
FACILITY MAINTENANCE BY DESIGN		\$ 1,440.00
FERGUSON WATERWORKS		\$ 7.06
FIRST CLASS SECURITY SYSTEMS		\$ 78.90
FIRST NATIONAL BANK		\$ 4,226.30
GRAINGER		\$ 214.14
GREELEY ELECTRIC REPAIR SERVICE		\$ 791.09
GREYSTONE TECHNOLOGY		\$ 1,200.00
GROUND ENGINEERING		\$ 1,817.50
HAYS MARKET		\$ 202.89
H & E EQUIPMENT SERVICES, INC.		\$ 1,106.08
HELTON & WILLIAMSEN, P.C.		\$ 6,479.95
HILL & ROBBINS		\$ 1,817.00
HOME DEPOT		\$ 20.82
IMEG CORP		\$ 1,820.00
INERTIA AUTOMATION, INC.		\$ 1,781.13
J & S CONTRACTORS SUPPLY CO		\$ 592.26
JOHNSTOWN BREEZE		\$ 375.60
JOHNSTOWN CLOTHING & EMBROIDERY		\$ 123.59
JONES EXCAVATING & PLUMBING LTD		\$ 1,840.00
LARIMER HUMANE SOCIETY		\$ 1,200.00
LAW OFFICE OF AVI ROCKLIN		\$ 7,778.25
LAZAR, MICHAEL A.		\$ 1,187.50
LIGHTENUP PLUMBING HEATING COOLING ELECTRIC		\$ 150.00
L. G. EVERIST, INC.		\$ 2,709.16
LOWES		\$ 194.28
MARES AUTO		\$ 376.77
MARIPOSA PLANTS		\$ 85.00
MCDONALD FARMS ENTERPRISES INC.		\$ 1,260.00
MILLIKEN JOHNSTOWN ELECTRIC		\$ 1,212.52
MOUNTAIN STATE PIPE AND SUPPLY		\$ 15,263.18

NAPA AUTO PARTS	\$	423.91
NATIONAL BAND & TAG COMPANY	\$	208.58
NATIONAL CHILD ID PROGRAM	\$	643.50
NEWCO INCORPORATED	\$	473.45
NOCO ENGINEERING COMPANY	\$	580.80
OFFICE DEPOT	\$	9.98
OVERHEAD DOOR COMPANY	\$	529.00
PIONEER	\$	467.62
POUDRE VALLEY REA	\$	9,555.51
PRIME SOLUTION, INC.	\$	49,382.50
PURCHASE POWER	\$	150.00
REVENUE RECOVERY GROUP, INC.	\$	12,782.50
RHINEHART OIL	\$	2,431.95
ROCK SOFT CHENILLE & EMBROIDERY, INC.	\$	54.00
ROTO-ROOTER PLUMBING & DRAIN SERVICE	\$	199.00
SOUTHWEST DIRECT, INC.	\$	2,544.57
SUPPLY WORKS	\$	814.04
TDS	\$	708.89
TEAM LINX LLLP	\$	475.34
UE COMPRESSION, LLC	\$	367.50
UNITED POWER	\$	749.10
UNIVERSITY OF COLORADO / MEDICAL CENTER OF THE ROCKIES	\$	842.37
U.S.POST OFFICE	\$	92.00
UTILITY NOTIFICATION CENTER	\$	656.85
VERIZON WIRELESS	\$	2,099.53
WAGNER EQUIPMENT CO.	\$	1,435.74
WASTE MANAGEMENT	\$	55,952.42
WELD COUNTY DEPARTMENT OF HEALTH & ENVIRONMENT	\$	2,628.00
WINDSTREAM	\$	1,896.79
WINTERS, HELLERICH & HUGHES	\$	2,890.00
XCEL ENERGY	\$	42,205.55
YOST CLEANING	\$	1,972.00
	\$	277,693.46

NOVEMBER FINANCIALS

EXECUTIVE SUMMARY NOVEMBER 2018

92.00%

	Actual	Budget	Variance	%
GENERAL				
<u>Revenues</u>	14,196,882.00	10,203,800.00	(3,993,082.00)	139%
<u>Expenditures</u>				
Legislative	24,005.00	37,800.00	13,795.00	64%
Judicial	42,489.00	50,100.00	7,611.00	85%
Elections	18,861.00	18,600.00	(261.00)	101%
Administration	350,241.00	429,100.00	78,859.00	82%
Planning & Zoning	166,343.00	218,000.00	51,657.00	76%
Police	1,947,054.00	2,332,100.00	385,046.00	83%
Protective Inspections	150,827.00	205,800.00	54,973.00	73%
Streets	1,158,158.00	1,512,300.00	354,142.00	77%
Cemetery	29,188.00	41,000.00	11,812.00	71%
Animal Control	76,427.00	95,200.00	18,773.00	80%
Senior Coordinator	65,080.00	73,600.00	8,520.00	88%
Parks	49,745.00	67,000.00	17,255.00	74%
Community	182,819.00	879,300.00	696,481.00	21%
Transfers	2,189,238.00	2,223,700.00	34,462.00	98%
<u>Total Expenditures</u>	6,450,475.00	8,183,600.00	1,733,125.00	79%
Excess Revenues over Expenditures	7,746,407.00			
Community/YMCA Recreation Center	-	22,000,000.00	22,000,000.00	

EXECUTIVE SUMMARY NOVEMBER 2018

92%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WATER				
<u>Revenues</u>	5,358,803.00	2,908,700.00	(2,450,103.00)	184%
<u>Expenditures</u>				
Administration	185,881.00	259,800.00	73,919.00	72%
Operations	2,412,580.00	2,951,500.00	538,920.00	82%
	2,598,461.00	3,211,300.00	612,839.00	81%
Excess Revenues over Expenditures	2,760,342.00			

EXECUTIVE SUMMARY NOVEMBER 2018

92.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WASTEWATER				
<u>Revenues</u>	2,002,791.00	1,885,000.00	(117,791.00)	106%
<u>Expenditures</u>				
Administration	200,649.00	295,400.00	94,751.00	68%
Operation	886,737.00	1,727,800.00	841,063.00	51%
	1,087,386.00	2,023,200.00	935,814.00	54%
Excess Revenues over Expenditures	915,405.00			

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	16,975.68	6,137,891.24	4,250,000.00	(1,887,891.24)	144.4
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	47,629.49	408,598.01	280,000.00	(128,598.01)	145.9
01-01-4030-00 FRANCHISE TAXES	2,443.12	413,519.62	395,000.00	(18,519.62)	104.7
01-01-4040-00 PENALTIES & INTEREST	993.26	2,856.34	3,000.00	143.66	95.2
01-01-4070-00 SALES TAX	379,032.21	3,973,456.82	3,200,000.00	(773,456.82)	124.2
01-01-4075-00 LODGING TAX	13,087.42	130,026.49	85,000.00	(45,026.49)	153.0
01-01-4080-00 SEVERANCE TAX	.00	295,501.31	50,000.00	(245,501.31)	591.0
TOTAL TAXES	460,161.18	11,361,849.83	8,263,000.00	(3,098,849.83)	137.5
<u>LICENSES & PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	86.50	2,906.00	1,800.00	(1,106.00)	161.4
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	120.00	21,807.68	14,000.00	(7,807.68)	155.8
01-02-4130-00 BUILDING PERMITS	70,289.82	735,507.99	475,000.00	(260,507.99)	154.8
01-02-4140-00 DOG LICENSE & PERMITS OTHE	36.00	2,777.00	2,300.00	(477.00)	120.7
01-02-4150-00 FINGERPRINTING	5.00	1,223.80	200.00	(1,023.80)	611.9
TOTAL LICENSES & PERMITS	70,537.32	764,222.47	493,300.00	(270,922.47)	154.9
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	2,565.45	18,975.90	14,000.00	(4,975.90)	135.5
01-03-4220-00 HIGHWAY USERS TAX	39,167.84	567,804.12	380,000.00	(187,804.12)	149.4
01-03-4230-00 ADD. VEH. REG. FEE	6,227.84	56,401.04	45,000.00	(11,401.04)	125.3
01-03-4240-00 COUNTY ROAD & BRIDGE	.00	166,238.68	90,000.00	(76,238.68)	184.7
TOTAL INTERGOVERNMENTAL	47,961.13	809,419.74	529,000.00	(280,419.74)	153.0
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOTS AND CARE	50.00	40,327.00	22,000.00	(18,327.00)	183.3
01-04-4320-00 TRASH CHARGES	55,687.85	594,582.81	640,000.00	45,417.19	92.9
01-04-4330-00 OTHER SERVICES	477.70	29,417.39	900.00	(28,517.39)	3268.6
01-04-4340-00 FISHING PERMITS	.00	960.00	600.00	(360.00)	160.0
TOTAL CHARGES FOR SERVICES	56,215.55	665,287.20	663,500.00	(1,787.20)	100.3
<u>FINES</u>					
01-05-4315-00 COURT FEES REFUND	.00	(645.00)	.00	645.00	.0
01-05-4410-00 MUNICIPAL COURT FINES & FE	10,987.62	139,544.16	120,000.00	(19,544.16)	116.3
01-05-4420-00 SURCHARGE	1,615.00	20,627.00	18,000.00	(2,627.00)	114.6
TOTAL FINES	12,602.62	159,526.16	138,000.00	(21,526.16)	115.6

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-06-4510-00 COMM. CENTER RENTAL FEES	150.00	13,694.68	11,000.00	(2,694.68)	124.5
01-06-4530-00 REFUND OF EXPENDITURES	.00	27,839.39	5,000.00	(22,839.39)	556.8
01-06-4570-00 SCHOOL DISTRICT	20,918.41	20,918.41	31,000.00	10,081.59	67.5
TOTAL MISCELLANEOUS	21,068.41	62,452.48	47,000.00	(15,452.48)	132.9
<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00 EARNINGS ON INVESTMENTS	54,671.19	335,003.78	65,000.00	(270,003.78)	515.4
TOTAL EARNINGS ON INVESTMENTS	54,671.19	335,003.78	65,000.00	(270,003.78)	515.4
<u>SOURCE 08</u>					
01-08-4530-00 DEVELOPERS COST PAYMENT	(15,375.99)	39,119.99	5,000.00	(34,119.99)	782.4
TOTAL SOURCE 08	(15,375.99)	39,119.99	5,000.00	(34,119.99)	782.4
TOTAL FUND REVENUE	707,841.41	14,196,881.65	10,203,800.00	(3,993,081.65)	139.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00	1,650.00	17,250.00	22,800.00	5,550.00	75.7
01-10-5050-00	126.24	1,319.79	1,800.00	480.21	73.3
01-10-5070-00	.00	641.22	1,200.00	558.78	53.4
01-10-6511-00	.00	1,066.00	3,000.00	1,934.00	35.5
01-10-6522-00	.00	1,000.00	1,000.00	.00	100.0
01-10-6544-03	90.71	1,608.28	2,500.00	891.72	64.3
01-10-8016-00	.00	798.73	4,000.00	3,201.27	20.0
01-10-9028-00	.00	321.27	1,500.00	1,178.73	21.4
TOTAL LEGISLATIVE	1,866.95	24,005.29	37,800.00	13,794.71	63.5
<u>JUDICIAL</u>					
01-15-5011-00	1,500.00	15,262.50	17,000.00	1,737.50	89.8
01-15-5012-00	2,490.00	26,307.33	32,000.00	5,692.67	82.2
01-15-6505-00	39.96	919.37	1,000.00	80.63	91.9
01-15-8016-00	.00	.00	100.00	100.00	.0
TOTAL JUDICIAL	4,029.96	42,489.20	50,100.00	7,610.80	84.8
<u>ELECTIONS</u>					
01-20-6413-00	.00	118.04	700.00	581.96	16.9
01-20-6526-00	.00	17,694.32	17,000.00	(694.32)	104.1
01-20-8017-00	.00	1,048.52	900.00	(148.52)	116.5
TOTAL ELECTIONS	.00	18,860.88	18,600.00	(260.88)	101.4

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	5,778.95	69,317.70	97,000.00	27,682.30	71.5
01-25-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
01-25-5011-00 PART TIME OFFICE	342.24	4,020.41	7,500.00	3,479.59	53.6
01-25-5012-00 HOURLY COMMUNICATIONS STAFF	1,272.53	12,161.09	18,000.00	5,838.91	67.6
01-25-5015-00 CLEANING SALARIES	216.67	2,366.70	3,500.00	1,133.30	67.6
01-25-5025-00 MANAGER	7,946.90	57,015.01	57,100.00	84.99	99.9
01-25-5050-00 PAYROLL TAXES	889.37	10,103.15	14,300.00	4,196.85	70.7
01-25-5060-00 RETIREMENT FUND	1,570.36	9,807.23	12,800.00	2,992.77	76.6
01-25-5065-00 HEALTH INSURANCE	1,829.78	20,008.28	33,000.00	12,991.72	60.6
01-25-5070-00 WORKMAN'S COMPENSATION	.00	641.22	1,000.00	358.78	64.1
01-25-6010-00 UTILITIES	368.21	3,638.50	6,000.00	2,361.50	60.6
01-25-6505-00 OFFICE EXPENSE	1,189.86	5,494.39	6,700.00	1,205.61	82.0
01-25-6506-00 UTILITY BILL MAILING	657.77	6,967.94	8,300.00	1,332.06	84.0
01-25-6510-00 TELEPHONE	135.75	1,381.45	2,000.00	618.55	69.1
01-25-6511-00 TRAINING	.00	20.00	1,000.00	980.00	2.0
01-25-6513-00 PUBLISHING	.00	765.78	5,000.00	4,234.22	15.3
01-25-6515-00 DUES AND SUBSCRIPTIONS	139.38	2,567.00	2,900.00	333.00	88.5
01-25-6518-00 CLEANING SUPPLIES	101.06	896.76	1,700.00	803.24	52.8
01-25-6520-00 MILEAGE & EXPENSES	54.00	163.05	2,000.00	1,836.95	8.2
01-25-6522-00 INSURANCE & BONDS	.00	13,208.75	15,700.00	2,491.25	84.1
01-25-6544-05 SOFTWARE	.00	.00	3,000.00	3,000.00	.0
01-25-6544-07 MISC. OFFICE EQPT.	.00	.00	500.00	500.00	.0
01-25-7020-00 MAINTENANCE & REPAIRS	.00	492.58	3,800.00	3,307.42	13.0
01-25-8010-00 AUDIT	.00	2,500.00	3,000.00	500.00	83.3
01-25-8012-00 COMPUTER PROFESSIONAL SERV	894.05	6,176.30	10,500.00	4,323.70	58.8
01-25-8014-00 LEGAL	6,928.60	28,939.40	42,000.00	13,060.60	68.9
01-25-8015-00 TAPING MEETINGS	530.68	4,860.12	7,000.00	2,139.88	69.4
01-25-8016-00 SALARY STUDY FEES	.00	.00	1,500.00	1,500.00	.0
01-25-8017-00 PROFESSIONAL SERVICES	.00	.00	2,000.00	2,000.00	.0
01-25-8019-00 TREASURER'S FEES	261.51	86,728.40	59,000.00	(27,728.40)	147.0
01-25-9028-00 COMMUNICATIONS	.00	.00	700.00	700.00	.0
TOTAL ADMINISTRATION	31,107.67	350,241.21	429,100.00	78,858.79	81.6

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & ZONING</u>					
01-30-5010-00 SALARIES	9,382.00	112,403.58	132,000.00	19,596.42	85.2
01-30-5050-00 PAYROLL TAXES	703.98	8,448.16	10,000.00	1,551.84	84.5
01-30-5060-00 RETIREMENT FUND	866.48	10,381.09	12,100.00	1,718.91	85.8
01-30-5065-00 HEALTH INSURANCE	1,419.38	15,534.91	26,000.00	10,465.09	59.8
01-30-5070-00 WORKMENS COMPENSATION	.00	641.22	1,700.00	1,058.78	37.7
01-30-6010-00 UTILITIES	177.29	1,751.90	3,000.00	1,248.10	58.4
01-30-6505-00 OFFICE SUPPLIES	253.93	1,226.58	2,500.00	1,273.42	49.1
01-30-6510-00 TELEPHONE	135.75	1,339.96	1,400.00	60.04	95.7
01-30-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-30-6513-00 PUBLISH/RECORD	.00	91.80	200.00	108.20	45.9
01-30-6515-00 DUES/SUBSCRIPTIONS	.00	.00	800.00	800.00	.0
01-30-6520-00 MILEAGE & EXPENSES	38.83	141.78	100.00	(41.78)	141.8
01-30-6522-00 INSURANCE AND BONDS	.00	2,800.00	3,000.00	200.00	93.3
01-30-6544-04 MACHINERY AND EQPT.	.00	.00	300.00	300.00	.0
01-30-8012-00 COMPUTER PROFESSIONAL SERVICES	156.80	1,724.80	2,000.00	275.20	86.2
01-30-8016-00 PROFESSIONAL SERVICES	.00	874.85	15,500.00	14,625.15	5.6
01-30-8017-00 NORTH FRONT RANGE MPO	.00	8,982.00	6,900.00	(2,082.00)	130.2
TOTAL PLANNING & ZONING	13,134.44	166,342.63	218,000.00	51,657.37	76.3

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	93,580.73	1,189,179.98	1,375,000.00	185,820.02	86.5
01-35-5010-03 OVERTIME PAY	(99.87)	5,250.72	13,500.00	8,249.28	38.9
01-35-5013-00 CLERICAL SALARIES	2,889.16	34,601.33	37,700.00	3,098.67	91.8
01-35-5015-00 PART-TIME SALARIES	4,550.93	49,364.27	59,000.00	9,635.73	83.7
01-35-5050-00 PAYROLL TAXES	7,524.97	95,213.28	114,000.00	18,786.72	83.5
01-35-5060-00 RETIREMENT	5,437.32	69,203.18	80,000.00	10,796.82	86.5
01-35-5065-00 HEALTH INSURANCE	20,226.81	235,284.78	341,000.00	105,715.22	69.0
01-35-5070-00 WORKMEN'S COMPENSATION	.00	25,648.80	40,000.00	14,351.20	64.1
01-35-6010-00 UTILITIES	914.03	12,082.22	14,000.00	1,917.78	86.3
01-35-6505-00 OFFICE EXPENSE	654.37	7,482.50	6,800.00	(682.50)	110.0
01-35-6510-00 TELEPHONE	895.00	6,652.49	10,500.00	3,847.51	63.4
01-35-6511-00 TRAINING	604.84	9,945.01	11,000.00	1,054.99	90.4
01-35-6513-00 PUBLISHING	.00	364.79	1,500.00	1,135.21	24.3
01-35-6515-00 DUES AND SUBSCRIPTIONS	.00	335.00	1,200.00	865.00	27.9
01-35-6518-00 CLEANING SERVICES	591.32	7,137.16	8,500.00	1,362.84	84.0
01-35-6522-00 INSURANCE AND BONDS	.00	49,000.00	50,500.00	1,500.00	97.0
01-35-6524-00 GAS AND OIL	4,330.91	33,067.65	26,400.00	(6,667.65)	125.3
01-35-6526-00 OPERATING SUPPLIES	457.65	5,358.97	6,500.00	1,141.03	82.5
01-35-6527-00 UNIFORMS AND CLEANING	450.00	7,762.89	9,000.00	1,237.11	86.3
01-35-6528-00 WELD COUNTY MAINT. AGREEME	.00	26,391.99	26,500.00	108.01	99.6
01-35-6544-02 COMPUTER SYSTEMS	.00	.00	2,500.00	2,500.00	.0
01-35-6544-04 RADAR GUNS	2,979.63	3,712.63	2,500.00	(1,212.63)	148.5
01-35-6544-06 VESTS	.00	1,558.00	5,000.00	3,442.00	31.2
01-35-6544-07 CAMERA & INVESTIGATION EQPT.	.00	722.49	3,500.00	2,777.51	20.6
01-35-6544-09 SHOOTING RANGE SUPPLIES	.00	2,951.67	3,600.00	648.33	82.0
01-35-6544-10 OFFICE IMPROVEMENTS	.00	959.95	3,000.00	2,040.05	32.0
01-35-6544-11 POLICE EQUIPMENT	1,785.10	7,610.18	10,000.00	2,389.82	76.1
01-35-7010-00 BLDG. REPAIR & MAINT.	.00	2,844.89	8,000.00	5,155.11	35.6
01-35-7020-00 REPAIRS AND MAINTENANCE	1,662.98	15,239.96	13,500.00	(1,739.96)	112.9
01-35-8012-00 COMP. PROFESSIONAL SERVICE	292.19	9,132.66	10,000.00	867.34	91.3
01-35-8014-00 LEGAL	.00	279.00	2,500.00	2,221.00	11.2
01-35-8016-00 PROFESSIONAL SERVICES	2,464.11	7,603.64	5,000.00	(2,603.64)	152.1
01-35-8017-00 JUVENILE ASSESSMENT CENTER	.00	5,340.00	5,400.00	60.00	98.9
01-35-8021-00 COMP. LINK TO RECORDS	894.39	10,449.60	10,500.00	50.40	99.5
01-35-9022-00 JAIL FEES	.00	295.02	1,500.00	1,204.98	19.7
01-35-9028-00 COMMUNITY SERVICES	.00	2,200.54	2,000.00	(200.54)	110.0
01-35-9028-01 TASK FORCE	.00	2,000.00	2,000.00	.00	100.0
01-35-9028-03 RECORDS CONTRACT	.00	4,826.63	9,000.00	4,173.37	53.6
TOTAL POLICE	153,086.57	1,947,053.87	2,332,100.00	385,046.13	83.5

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	2,562.69	30,702.88	37,600.00	6,897.12	81.7
01-40-5050-00 PAYROLL TAXES	191.06	2,294.10	2,900.00	605.90	79.1
01-40-5060-00 RETIREMENT	108.54	1,300.39	1,600.00	299.61	81.3
01-40-5065-00 HEALTH INSURANCE	506.79	5,541.03	7,000.00	1,458.97	79.2
01-40-5070-00 WORKMEN'S COMPENSATION	.00	641.22	1,400.00	758.78	45.8
01-40-6010-00 UTILITIES	231.81	2,290.67	3,900.00	1,609.33	58.7
01-40-6505-00 OFFICE EXPENSE	38.30	731.99	3,800.00	3,068.01	19.3
01-40-6510-00 TELEPHONE	135.75	1,339.93	1,600.00	260.07	83.8
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	101.05	806.74	1,000.00	193.26	80.7
01-40-6522-00 INSURANCE AND BONDS	.00	7,200.00	8,700.00	1,500.00	82.8
01-40-6526-00 OPERATING SUPPLIES	.00	.00	2,000.00	2,000.00	.0
01-40-7020-00 REPAIR & MAINTENANCE	161.83	782.01	2,000.00	1,217.99	39.1
01-40-8012-00 COMP. PROF. SERVICES	276.80	3,171.37	3,600.00	428.63	88.1
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	9,400.00	94,000.00	127,000.00	33,000.00	74.0
TOTAL PROTECTIVE INSPECTIONS	13,714.62	150,827.33	205,800.00	54,972.67	73.3

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-5010-00 SALARIES	17,519.53	232,706.05	303,000.00	70,293.95	76.8
01-45-5010-03 OVERTIME	.00	698.52	7,000.00	6,301.48	10.0
01-45-5015-00 PART-TIME SALARIES	.00	13,170.15	15,000.00	1,829.85	87.8
01-45-5050-00 PAYROLL TAXES	1,298.14	18,366.29	26,000.00	7,633.71	70.6
01-45-5060-00 RETIREMENT FUND	1,085.97	14,124.23	19,000.00	4,875.77	74.3
01-45-5065-00 HEALTH INSURANCE	4,087.83	61,677.75	82,000.00	20,322.25	75.2
01-45-5070-00 WORKMEN'S COMPENSATION	.00	15,389.28	19,100.00	3,710.72	80.6
01-45-6010-00 UTILITIES	406.49	5,948.64	10,000.00	4,051.36	59.5
01-45-6015-00 UTILITIES - STREET LIGHTIN	15,456.98	154,410.91	243,000.00	88,589.09	63.5
01-45-6505-00 OFFICE EXPENSE	148.95	148.95	600.00	451.05	24.8
01-45-6510-00 TELEPHONE	404.74	3,697.23	3,600.00	(97.23)	102.7
01-45-6511-00 TRAINING	.00	370.00	1,500.00	1,130.00	24.7
01-45-6515-00 DUES & SUBSCRIPTIONS	.00	.00	1,500.00	1,500.00	.0
01-45-6518-00 CLEANING SUPPLIES	58.00	1,086.28	1,600.00	513.72	67.9
01-45-6522-00 INSURANCE AND BONDS	.00	28,560.91	29,700.00	1,139.09	96.2
01-45-6524-00 GAS & OIL	2,960.48	16,738.97	14,000.00	(2,738.97)	119.6
01-45-6526-00 OPERATING SUPPLIES	884.67	5,613.56	4,500.00	(1,113.56)	124.8
01-45-6530-00 SNOW AND ICE REMOVAL	324.01	10,876.48	35,000.00	24,123.52	31.1
01-45-6532-00 TRASH SERVICE	55,616.84	547,100.79	640,000.00	92,899.21	85.5
01-45-6534-00 WEED CONTROL	.00	852.18	2,500.00	1,647.82	34.1
01-45-6536-00 STREET SIGNS	378.04	2,068.24	3,500.00	1,431.76	59.1
01-45-6544-03 EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-45-6544-06 HOLIDAY DECORATIONS	.00	1,406.86	7,500.00	6,093.14	18.8
01-45-6544-07 TOOLS	.00	555.98	2,500.00	1,944.02	22.2
01-45-6544-09 SAFETY EQUIPMENT	326.89	1,193.77	4,000.00	2,806.23	29.8
01-45-7020-00 REP & MAINT - EQUIP & BLDG	3,076.59	15,572.17	25,000.00	9,427.83	62.3
01-45-7030-00 REPAIR & MAINT. BLDGS.	.00	951.24	3,000.00	2,048.76	31.7
01-45-8012-00 COMPUTER PROFESSIONAL SERVICES	219.95	2,009.55	1,200.00	(809.55)	167.5
01-45-8016-00 PROFESSIONAL SERVICES	30.95	2,862.86	3,000.00	137.14	95.4
TOTAL STREETS	104,285.05	1,158,157.84	1,512,300.00	354,142.16	76.6

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
01-50-5015-00 SALARIES	.00	7,615.83	12,000.00	4,384.17	63.5
01-50-5050-00 PAYROLL TAXES	.00	582.67	1,000.00	417.33	58.3
01-50-5070-00 WORKMEN'S COMPENSATION	.00	2,161.80	1,500.00	(661.80)	144.1
01-50-6513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-6522-00 INSURANCE	.00	2,200.00	2,200.00	.00	100.0
01-50-6524-00 GAS & OIL	.00	101.41	1,900.00	1,798.59	5.3
01-50-6526-00 SUPPLIES	27.66	840.15	2,200.00	1,359.85	38.2
01-50-6533-00 TREE TRIMMING	.00	4,000.00	4,000.00	.00	100.0
01-50-6534-00 FERTILIZER & WEED CONTROL	.00	4,702.25	5,000.00	297.75	94.1
01-50-6544-03 SPINTRIMMER	.00	71.58	800.00	728.42	9.0
01-50-6544-05 TOOLS	.00	78.01	400.00	321.99	19.5
01-50-6544-06 TREES	.00	1,230.00	2,000.00	770.00	61.5
01-50-7020-00 REPAIRS AND MAINTENANCE	.00	3,361.72	3,500.00	138.28	96.1
01-50-7025-00 SPRINKLER REPAIR	.00	2,242.63	3,700.00	1,457.37	60.6
01-50-8016-00 PROFESSIONAL SERVICES	.00	.00	500.00	500.00	.0
TOTAL CEMETERY	27.66	29,188.05	41,000.00	11,811.95	71.2
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	3,818.00	45,747.02	50,000.00	4,252.98	91.5
01-55-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
01-55-5050-00 PAYROLL TAXES	284.60	3,417.65	3,900.00	482.35	87.6
01-55-5060-00 RET BEN	161.72	1,937.71	2,200.00	262.29	88.1
01-55-5065-00 HEALTH BEN	759.97	8,308.63	12,000.00	3,691.37	69.2
01-55-5070-00 WORKMENS COMPENSATION	.00	641.22	1,800.00	1,158.78	35.6
01-55-6522-00 INSURANCE	.00	3,800.00	4,100.00	300.00	92.7
01-55-6524-00 GAS AND OIL	247.90	2,313.40	2,000.00	(313.40)	115.7
01-55-6526-00 SUPPLIES	.00	224.76	1,200.00	975.24	18.7
01-55-7020-00 REPAIR & MAINTENANCE	85.00	1,368.02	1,500.00	131.98	91.2
01-55-7030-00 WEED/NUISANCE CONTROL	(708.22)	3,318.21	9,000.00	5,681.79	36.9
01-55-8016-00 PROFESSIONAL SERVICES	.00	5,350.00	7,000.00	1,650.00	76.4
TOTAL ANIMAL CONTROL	4,648.97	76,426.62	95,200.00	18,773.38	80.3
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	3,184.16	38,156.07	41,800.00	3,643.93	91.3
01-60-5050-00 PAYROLL TAXES	236.12	2,837.04	3,200.00	362.96	88.7
01-60-5065-00 HEALTH INSURANCE	695.71	7,606.43	8,500.00	893.57	89.5
01-60-5070-00 WORKMEN'S COMPENSATION	.00	641.22	1,200.00	558.78	53.4
01-60-6010-00 UTILITIES	300.10	3,834.40	4,500.00	665.60	85.2
01-60-6510-00 TELEPHONE	118.10	1,183.25	1,500.00	316.75	78.9
01-60-6520-00 MILEAGE	193.91	2,308.36	3,200.00	891.64	72.1
01-60-6522-00 INSURANCE	.00	4,304.75	4,000.00	(304.75)	107.6
01-60-7020-00 REPAIR & MAINTENANCE	375.20	4,208.05	5,700.00	1,491.95	73.8
TOTAL SENIOR COORDINATOR PROGRAM	5,103.30	65,079.57	73,600.00	8,520.43	88.4

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-65-5015-00	.00	15,192.90	22,000.00	6,807.10	69.1
01-65-5050-00	.00	1,018.70	1,800.00	781.30	56.6
01-65-5070-00	.00	1,282.44	2,000.00	717.56	64.1
01-65-6010-00	242.35	2,455.64	7,000.00	4,544.36	35.1
01-65-6511-00	.00	.00	500.00	500.00	.0
01-65-6522-00	.00	2,400.00	2,400.00	.00	100.0
01-65-6524-00	82.29	1,792.01	1,800.00	7.99	99.6
01-65-6526-00	.00	1,283.75	2,500.00	1,216.25	51.4
01-65-6534-00	3,295.00	12,964.02	13,000.00	35.98	99.7
01-65-6542-00	.00	1,186.92	2,200.00	1,013.08	54.0
01-65-6544-01	.00	.00	1,000.00	1,000.00	.0
01-65-6544-02	.00	767.91	800.00	32.09	96.0
01-65-7020-00	76.00	5,580.28	5,000.00	(580.28)	111.6
01-65-7025-00	62.98	3,820.51	5,000.00	1,179.49	76.4
	<u>3,758.62</u>	<u>49,745.08</u>	<u>67,000.00</u>	<u>17,254.92</u>	<u>74.3</u>
<u>LIBRARY</u>					
01-70-7000-00	37,500.00	412,500.00	450,000.00	37,500.00	91.7
	<u>37,500.00</u>	<u>412,500.00</u>	<u>450,000.00</u>	<u>37,500.00</u>	<u>91.7</u>
<u>DEPARTMENT 75</u>					
01-75-6526-00	144.19	1,439.34	6,000.00	4,560.66	24.0
01-75-7020-00	339.03	5,588.87	9,000.00	3,411.13	62.1
01-75-7025-00	300.09	4,054.23	6,500.00	2,445.77	62.4
01-75-7031-00	12.59	11,497.74	27,000.00	15,502.26	42.6
01-75-7040-00	24,636.00	59,716.75	250,000.00	190,283.25	23.9
01-75-7041-00	.00	.00	5,000.00	5,000.00	.0
01-75-7051-00	.00	18,000.00	25,000.00	7,000.00	72.0
01-75-7054-00	449.47	2,323.90	8,000.00	5,676.10	29.1
01-75-7055-00	.00	7,000.00	7,000.00	.00	100.0
01-75-7056-00	.00	.00	12,000.00	12,000.00	.0
01-75-7066-00	.00	4,046.99	8,900.00	4,853.01	45.5
01-75-7070-00	.00	30,000.00	30,000.00	.00	100.0
01-75-7080-00	.00	18,414.00	19,000.00	586.00	96.9
01-75-7090-00	1,529.72	3,661.09	17,000.00	13,338.91	21.5
01-75-7100-00	.00	.00	365,400.00	365,400.00	.0
01-75-7125-00	389.00	4,186.97	16,000.00	11,813.03	26.2
01-75-7129-00	.00	2,010.51	10,000.00	7,989.49	20.1
01-75-7130-00	133.73	3,393.35	5,000.00	1,606.65	67.9
01-75-7131-00	.00	.00	2,500.00	2,500.00	.0
01-75-7133-00	.00	7,485.37	5,000.00	(2,485.37)	149.7
01-75-7137-00	.00	.00	45,000.00	45,000.00	.0
	<u>27,933.82</u>	<u>182,819.11</u>	<u>879,300.00</u>	<u>696,480.89</u>	<u>20.8</u>

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS OUT</u>					
01-80-7040-00 TRANSFER WATER FUND	18,252.48	119,065.96	187,700.00	68,634.04	63.4
01-80-7050-00 TRANSFER - CONTINGENT FUND	.00	200,000.00	225,000.00	25,000.00	88.9
01-80-7056-00 COMMUNITY RECREATION CENTER	11,250.00	11,250.00	22,000,000.00	21,988,750.00	.1
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	13,676.73	16,000.00	2,323.27	85.5
01-80-7110-00 SALES TAX REFUND	229,572.14	432,745.29	320,000.00	(112,745.29)	135.2
01-80-7115-00 TRANSFER TO EQPT. REPLACEMENT	500,000.00	1,000,000.00	1,000,000.00	.00	100.0
TOTAL TRANSFERS OUT	759,074.62	1,776,737.98	23,773,700.00	21,996,962.02	7.5
TOTAL FUND EXPENDITURES	1,159,272.25	6,450,474.66	30,183,600.00	23,733,125.34	21.4
NET REVENUE OVER EXPENDITURES	(451,430.84)	7,746,406.99	(19,979,800.00)	(27,726,206.99)	38.8

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
02-00-4310-00 WATER CHARGES	109,345.09	2,823,232.67	2,500,000.00	(323,232.67)	112.9
02-00-4320-00 WATER TAP FEES	15,341.89	499,369.85	.00	(499,369.85)	.0
02-00-4322-00 RAW WATER DEV. FEE	93,218.70	883,489.51	.00	(883,489.51)	.0
02-00-4325-00 WATER REFUNDS	(1,229.38)	(13,419.11)	.00	13,419.11	.0
02-00-4330-00 MISCELLANEOUS	18,631.00	834,663.50	150,000.00	(684,663.50)	556.4
02-00-4610-00 EARNINGS ON INVESTMENTS	43,100.12	212,400.89	71,000.00	(141,400.89)	299.2
02-00-4830-00 TRANSFER FROM GENERAL FUND	18,252.48	119,065.96	187,700.00	68,634.04	63.4
TOTAL SOURCE 00	296,659.90	5,358,803.27	2,908,700.00	(2,450,103.27)	184.2
TOTAL FUND REVENUE	296,659.90	5,358,803.27	2,908,700.00	(2,450,103.27)	184.2

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	3,057.28	38,808.52	65,000.00	26,191.48	59.7
02-25-5010-03 OVERTIME	.00	.00	300.00	300.00	.0
02-25-5015-00 PART-TIME SALARIES	342.24	4,020.41	7,500.00	3,479.59	53.6
02-25-5020-00 JANITORIAL SALARIES	216.67	2,366.70	2,700.00	333.30	87.7
02-25-5025-00 MANAGER	4,093.86	29,371.39	29,700.00	328.61	98.9
02-25-5050-00 PAYROLL TAXES	425.70	5,094.34	8,000.00	2,905.66	63.7
02-25-5060-00 RETIREMENT FUND	777.74	5,330.80	8,100.00	2,769.20	65.8
02-25-5065-00 HEALTH INSURANCE	1,056.51	12,075.98	16,000.00	3,924.02	75.5
02-25-5070-00 WORKMEN'S COMPENSATION	.00	641.22	1,000.00	358.78	64.1
02-25-6010-00 UTILITIES	218.20	2,156.14	3,500.00	1,343.86	61.6
02-25-6505-00 OFFICE EXPENSE	189.10	1,110.89	3,600.00	2,489.11	30.9
02-25-6506-00 UTILITY BILL MAILING	657.77	6,967.91	8,300.00	1,332.09	84.0
02-25-6507-00 BILL PRESENTMENT	2,375.39	5,337.91	10,000.00	4,662.09	53.4
02-25-6510-00 TELEPHONE	135.75	1,339.92	1,700.00	360.08	78.8
02-25-6511-00 TRAINING & MEETINGS	.00	.00	500.00	500.00	.0
02-25-6513-00 PUBLISHING	.00	27.00	1,000.00	973.00	2.7
02-25-6515-00 DUES AND SUBSCRIPTIONS	.00	2,229.00	2,700.00	471.00	82.6
02-25-6518-00 CLEANING SUPPLIES	101.06	1,006.32	1,000.00	(6.32)	100.6
02-25-6520-00 MILEAGE & EXPENSES	.00	175.89	500.00	324.11	35.2
02-25-6522-00 INSURANCE & BONDS	.00	6,300.00	7,000.00	700.00	90.0
02-25-6544-02 CAPITAL OUTLAY - COMP. SOFT	.00	2,700.00	3,200.00	500.00	84.4
02-25-6544-04 COMPUTER	.00	.00	1,200.00	1,200.00	.0
02-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	300.00	300.00	.0
02-25-7020-00 REPAIR & MAINT.	.00	555.51	1,000.00	444.49	55.6
02-25-8010-00 AUDIT	.00	2,500.00	3,000.00	500.00	83.3
02-25-8011-00 PROF. SERV. - WATER COUNSEL	2,927.54	11,623.99	30,000.00	18,376.01	38.8
02-25-8012-00 COMP. PROFESSIONAL SERVICES	294.05	8,203.71	8,300.00	96.29	98.8
02-25-8014-00 LEGAL	728.50	11,631.75	6,000.00	(5,631.75)	193.9
02-25-8016-00 SALARY STUDY FEES	.00	.00	700.00	700.00	.0
02-25-8017-00 PROFESSIONAL SERVICES	1,229.00	24,292.48	25,000.00	707.52	97.2
02-25-9028-00 COMMUNICATIONS	.00	13.50	3,000.00	2,986.50	.5
TOTAL ADMINISTRATION	18,826.36	185,881.28	259,800.00	73,918.72	71.6

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-5010-00 SALARIES	14,959.88	171,071.42	235,000.00	63,928.58	72.8
02-70-5010-03 OVERTIME	257.97	3,141.71	10,000.00	6,858.29	31.4
02-70-5015-00 PART TIME SALARIES	.00	2,177.70	2,600.00	422.30	83.8
02-70-5050-00 PAYROLL TAXES	1,118.47	12,982.39	18,900.00	5,917.61	68.7
02-70-5060-00 RETIREMENT FUND	726.73	8,030.23	13,500.00	5,469.77	59.5
02-70-5065-00 HEALTH INSURANCE	4,157.21	45,301.01	65,000.00	19,698.99	69.7
02-70-5070-00 WORKMEN'S COMPENSATION	.00	6,934.35	8,000.00	1,065.65	86.7
02-70-6010-00 UTILITIES	20,829.66	188,753.96	205,000.00	16,246.04	92.1
02-70-6510-00 TELEPHONE	595.25	5,972.39	8,300.00	2,327.61	72.0
02-70-6511-00 TRAINING	.00	2,286.48	4,000.00	1,713.52	57.2
02-70-6518-00 CLEANING SUPPLIES	58.00	980.18	1,600.00	619.82	61.3
02-70-6522-00 INSURANCE	.00	27,255.00	27,400.00	145.00	99.5
02-70-6524-00 GAS AND OIL	1,271.11	10,440.71	8,800.00	(1,640.71)	118.6
02-70-6526-00 CHEMICALS	19,572.01	154,604.87	160,000.00	5,395.13	96.6
02-70-6527-00 SUPPLIES-SAFETY EQPT.	35.97	670.92	2,500.00	1,829.08	26.8
02-70-6528-00 OPERATING SUPPLIES	1,181.37	5,313.08	10,400.00	5,086.92	51.1
02-70-6544-01 METER UPGRADE	243.74	40,756.74	75,000.00	34,243.26	54.3
02-70-6544-02 TOOLS	53.72	1,010.09	6,500.00	5,489.91	15.5
02-70-6544-07 TESTING EQUIPMENT	.00	.00	4,200.00	4,200.00	.0
02-70-6544-08 VEHICLE-PURCHASE	18,595.00	18,595.00	18,500.00	(95.00)	100.5
02-70-6544-13 WATER PLANT IMPROVEMENTS	.00	23,012.61	65,000.00	41,987.39	35.4
02-70-6544-19 DAF SATURATOR SYSTEM	.00	.00	65,000.00	65,000.00	.0
02-70-6544-22 WATERLINE REPLACEMENT	.00	.00	33,000.00	33,000.00	.0
02-70-6544-29 INSTRUMENTATION UPGRADES	.00	2,601.22	50,000.00	47,398.78	5.2
02-70-6544-36 FIRE HYDRANT REPAIRS	.00	439.70	42,000.00	41,560.30	1.1
02-70-7015-00 R&M WATERLINES	.00	5,046.62	30,000.00	24,953.38	16.8
02-70-7020-00 REPAIRS & MAINTENANCE	10,703.61	25,578.41	80,000.00	54,421.59	32.0
02-70-7022-00 VEHICLE REPAIRS	45.00	2,861.42	3,500.00	638.58	81.8
02-70-7030-00 PURCHASED WATER	1,485,000.00	1,500,029.00	1,512,700.00	12,671.00	99.2
02-70-7031-00 CWCWD EMERGENCY CONNECTION	586.00	5,902.90	7,100.00	1,197.10	83.1
02-70-7035-00 WATER ASSESSMENT	.00	111,608.25	118,000.00	6,391.75	94.6
02-70-7090-00 INSURANCE DEDUCTIBLES	.00	4,190.27	10,000.00	5,809.73	41.9
02-70-8012-00 PROFESSIONAL SERVICES	5,471.52	25,031.58	50,000.00	24,968.42	50.1
TOTAL OPERATIONS - WATER FUND	1,585,462.22	2,412,580.21	2,951,500.00	538,919.79	81.7
TOTAL FUND EXPENDITURES	1,604,288.58	2,598,461.49	3,211,300.00	612,838.51	80.9
NET REVENUE OVER EXPENDITURES	(1,307,628.68)	2,760,341.78	(302,600.00)	(3,062,941.78)	912.2

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
03-00-4310-00 SEWER CHARGES	163,485.68	1,755,181.01	1,825,000.00	69,818.99	96.2
03-00-4320-00 SEWER TAP FEES	4,300.00	154,300.00	.00	(154,300.00)	.0
03-00-4330-00 MISCELLANEOUS	3,233.83	21,257.18	10,000.00	(11,257.18)	212.6
03-00-4610-00 EARNINGS ON INVESTMENTS	15,702.32	72,053.02	50,000.00	(22,053.02)	144.1
TOTAL SOURCE 00	186,721.83	2,002,791.21	1,885,000.00	(117,791.21)	106.3
TOTAL FUND REVENUE	186,721.83	2,002,791.21	1,885,000.00	(117,791.21)	106.3

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	4,427.30	51,050.47	80,000.00	28,949.53	63.8
03-25-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
03-25-5015-00 PART-TIME SALARIES	342.24	4,020.41	7,500.00	3,479.59	53.6
03-25-5020-00 JANITORIAL SALARIES	216.66	2,366.60	2,600.00	233.40	91.0
03-25-5025-00 MANAGER SALARIES	7,946.92	57,015.24	57,100.00	84.76	99.9
03-25-5050-00 PAYROLL TAXES	691.02	7,806.69	11,200.00	3,393.31	69.7
03-25-5060-00 RETIREMENT FUND	1,394.79	8,707.97	11,600.00	2,892.03	75.1
03-25-5065-00 HEALTH INSURANCE	1,580.61	16,760.90	24,200.00	7,439.10	69.3
03-25-5070-00 WORKMEN'S COMPENSATION	.00	641.22	800.00	158.78	80.2
03-25-6010-00 UTILITIES - TOWN HALL	272.75	2,695.19	4,400.00	1,704.81	61.3
03-25-6505-00 OFFICE EXPENSES	.00	494.54	3,200.00	2,705.46	15.5
03-25-6506-00 UTILITY BILL MAILING	657.76	6,967.86	7,800.00	832.14	89.3
03-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	8,000.00	8,000.00	.0
03-25-6510-00 TELEPHONE	135.75	1,339.92	1,800.00	460.08	74.4
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	101.05	1,101.12	1,100.00	(1.12)	100.1
03-25-6520-00 MILEAGE & EXPENSES	.00	141.97	500.00	358.03	28.4
03-25-6522-00 INSURANCE & BONDS	.00	6,500.00	7,200.00	700.00	90.3
03-25-6544-02 COMPUTER SOFTWARE	.00	.00	3,200.00	3,200.00	.0
03-25-6544-04 CAPITAL OUTLAY - COMPUTER	.00	.00	1,500.00	1,500.00	.0
03-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	400.00	400.00	.0
03-25-7020-00 REPAIR & MAINTENANCE	.00	458.34	800.00	341.66	57.3
03-25-8010-00 AUDIT	.00	2,000.00	5,000.00	3,000.00	40.0
03-25-8012-00 PROFESSIONAL SERVICES	294.05	7,376.05	7,000.00	(376.05)	105.4
03-25-8014-00 LEGAL	.00	3,638.00	16,000.00	12,362.00	22.7
03-25-8016-00 SALARY STUDY	.00	.00	800.00	800.00	.0
03-25-8017-00 PROFESSIONAL SERVICES - ENG.	1,416.40	19,566.40	30,000.00	10,433.60	65.2
TOTAL PERSONNEL	19,477.30	200,648.89	295,400.00	94,751.11	67.9

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	18,284.28	202,175.52	280,000.00	77,824.48	72.2
03-70-5010-03 OVERTIME PAY	315.29	3,727.59	10,000.00	6,272.41	37.3
03-70-5050-00 PAYROLL TAXES	1,367.10	15,141.17	22,200.00	7,058.83	68.2
03-70-5060-00 RETIREMENT FUND	888.21	9,814.33	16,500.00	6,685.67	59.5
03-70-5065-00 HEALTH INSURANCE	5,081.07	55,367.97	81,000.00	25,632.03	68.4
03-70-5070-00 WORKMEN'S COMPENSATION	.00	4,369.47	8,900.00	4,530.53	49.1
03-70-6010-00 UTILITIES	18,907.28	192,979.34	220,000.00	27,020.66	87.7
03-70-6510-00 TELEPHONE	599.15	6,113.29	6,500.00	386.71	94.1
03-70-6511-00 TRAINING	.00	200.00	3,300.00	3,100.00	6.1
03-70-6518-00 CLEANING SUPPLIES	58.00	980.18	1,500.00	519.82	65.4
03-70-6522-00 INSURANCE	.00	27,855.02	29,300.00	1,444.98	95.1
03-70-6524-00 GAS AND OIL	1,271.11	9,893.56	9,100.00	(793.56)	108.7
03-70-6525-00 GIS MAPPING	.00	.00	25,000.00	25,000.00	.0
03-70-6526-00 CHEMICALS	8,637.29	125,623.19	120,000.00	(5,623.19)	104.7
03-70-6527-00 SUPPLIES-SAFETY EQPT.	334.99	1,056.78	3,500.00	2,443.22	30.2
03-70-6528-00 OPERATING SUPPLIES	257.71	3,430.73	10,000.00	6,569.27	34.3
03-70-6544-02 TOOLS	.00	283.66	3,500.00	3,216.34	8.1
03-70-6544-03 VEHICLE	17,689.00	17,689.00	19,000.00	1,311.00	93.1
03-70-6544-04 MANHOLE INSTALLATION	.00	22,920.00	50,000.00	27,080.00	45.8
03-70-6544-10 SEWERLINE REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
03-70-6544-16 INSTRUMENTATION UPGRADES	.00	.00	140,000.00	140,000.00	.0
03-70-6544-20 LOW POINT - IMPROVEMENTS	34,852.50	37,312.50	400,000.00	362,687.50	9.3
03-70-7015-00 REPAIRS & MAINT - MAINS	1,406.00	11,536.54	20,000.00	8,463.46	57.7
03-70-7020-00 REPAIRS & MAINTENANCE	15,192.00	87,189.02	120,000.00	32,810.98	72.7
03-70-7022-00 VEHICLE REPAIRS	.00	1,448.79	3,000.00	1,551.21	48.3
03-70-7023-00 WEED CONTROL/GROUND MAINT.	.00	1,928.40	3,000.00	1,071.60	64.3
03-70-7025-00 SEWERLINE CLEANING	.00	.00	45,000.00	45,000.00	.0
03-70-7090-00 INSURANCE DEDUCTIBLES	.00	1,000.00	7,500.00	6,500.00	13.3
03-70-8012-00 PROFESSIONAL SERVICES	10,329.36	46,701.04	50,000.00	3,298.96	93.4
TOTAL OPERATIONS - SEWER FUND	135,470.34	886,737.09	1,727,800.00	841,062.91	51.3
TOTAL FUND EXPENDITURES	154,947.64	1,087,385.98	2,023,200.00	935,814.02	53.8
NET REVENUE OVER EXPENDITURES	31,774.19	915,405.23	(138,200.00)	(1,053,605.23)	662.4

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
05-00-4070-00 COLORADO LOTTERY	.00	57,116.57	70,000.00	12,883.43	81.6
05-00-4110-00 PARK FEES	4,500.00	59,000.00	62,500.00	3,500.00	94.4
05-00-4130-00 LARIMER COUNTY USE TAX	10,576.25	97,406.53	90,000.00	(7,406.53)	108.2
05-00-4330-00 OTHER	11,146.46	12,429.17	5,000.00	(7,429.17)	248.6
05-00-4610-00 CT-EARNINGS ON INVEST.	4,498.46	20,203.60	9,000.00	(11,203.60)	224.5
TOTAL SOURCE 00	30,721.17	246,155.87	236,500.00	(9,655.87)	104.1
TOTAL FUND REVENUE	30,721.17	246,155.87	236,500.00	(9,655.87)	104.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
05-70-6533-00 TREE TRIMMING	1,600.00	6,551.19	6,000.00	(551.19)	109.2
05-70-6544-01 CAPITAL - TREES	.00	.00	7,000.00	7,000.00	.0
05-70-6545-00 EDDIE ARAGON PARK	.00	1,466.57	5,000.00	3,533.43	29.3
05-70-6546-00 SUNRISE PARK	.00	.00	4,000.00	4,000.00	.0
05-70-6547-00 PARISH PARK	.00	29.61	4,000.00	3,970.39	.7
05-70-6548-00 HAYS PARK	.00	47.44	6,000.00	5,952.56	.8
05-70-6549-00 PIONEER RIDGE PARK	.00	110.00	4,000.00	3,890.00	2.8
05-70-6550-00 ROLLING HILLS RANCH PARK	.00	.00	4,000.00	4,000.00	.0
05-70-6551-00 JOHNSTOWN LAKE PARK	1,438.60	7,478.54	8,000.00	521.46	93.5
05-70-6553-00 CLEARVIEW PARK	117.49	150,078.89	165,000.00	14,921.11	91.0
05-70-7020-00 REPAIR & MAINT.	.00	332.50	6,000.00	5,667.50	5.5
TOTAL DEPARTMENT 70	3,156.09	166,094.74	219,000.00	52,905.26	75.8
TOTAL FUND EXPENDITURES	3,156.09	166,094.74	219,000.00	52,905.26	75.8
NET REVENUE OVER EXPENDITURES	27,565.08	80,061.13	17,500.00	(62,561.13)	457.5

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
06-00-4110-00 TRANSFER FROM GENERAL FUND	.00	200,000.00	225,000.00	25,000.00	88.9
06-00-4610-00 CF-EARNINGS ON INVESTMENTS	2,592.75	24,523.81	7,200.00	(17,323.81)	340.6
TOTAL SOURCE 00	2,592.75	224,523.81	232,200.00	7,676.19	96.7
TOTAL FUND REVENUE	2,592.75	224,523.81	232,200.00	7,676.19	96.7

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
06-70-6544-00 TRANSFER TO BANK FUND	.00	7,390.40	1,855,500.00	1,848,109.60	.4
TOTAL DEPARTMENT 70	.00	7,390.40	1,855,500.00	1,848,109.60	.4
TOTAL FUND EXPENDITURES	.00	7,390.40	1,855,500.00	1,848,109.60	.4
NET REVENUE OVER EXPENDITURES	2,592.75	217,133.41	(1,623,300.00)	(1,840,433.41)	13.4

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

CEMETERY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
07-00-4310-00 CEMETERY LOTS AND CARE	.00	3,843.00	3,000.00	(843.00)	128.1
07-00-4610-00 CP-EARNINGS ON INVESTMENTS	365.53	2,507.67	900.00	(1,607.67)	278.6
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TOTAL SOURCE 00	365.53	6,350.67	3,900.00	(2,450.67)	162.8
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TOTAL FUND REVENUE	365.53	6,350.67	3,900.00	(2,450.67)	162.8
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NET REVENUE OVER EXPENDITURES	365.53	6,350.67	3,900.00	(2,450.67)	162.8
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TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
09-00-4110-00 TRANSFER FROM GENERAL FUND	500,000.00	1,000,000.00	1,000,000.00	.00	100.0
09-00-4610-00 EARNINGS ON INVESTMENTS	2,558.64	25,841.20	5,000.00	(20,841.20)	516.8
TOTAL SOURCE 00	502,558.64	1,025,841.20	1,005,000.00	(20,841.20)	102.1
TOTAL FUND REVENUE	502,558.64	1,025,841.20	1,005,000.00	(20,841.20)	102.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
09-70-6544-03 GRADER ROLL OVER	.00	18,900.00	18,900.00	.00	100.0
09-70-6544-04 POLICE VEHICLE	.00	98,413.08	99,500.00	1,086.92	98.9
09-70-6544-07 PUBLIC WORKS EQUIPMENT	40,495.00	128,180.65	133,000.00	4,819.35	96.4
09-70-6544-10 COMPUTERS	.00	999.41	5,200.00	4,200.59	19.2
09-70-6544-12 LOADER	.00	19,200.00	19,500.00	300.00	98.5
TOTAL DEPARTMENT 70	40,495.00	265,693.14	276,100.00	10,406.86	96.2
TOTAL FUND EXPENDITURES	40,495.00	265,693.14	276,100.00	10,406.86	96.2
NET REVENUE OVER EXPENDITURES	462,063.64	760,148.06	728,900.00	(31,248.06)	104.3

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-00-4110-00 DRAINAGE FEES	36,175.22	472,392.12	416,000.00	(56,392.12)	113.6
11-00-4610-00 EARNINGS ON INVESTMENTS	6,314.50	49,958.21	22,500.00	(27,458.21)	222.0
TOTAL SOURCE 00	42,489.72	522,350.33	438,500.00	(83,850.33)	119.1
TOTAL FUND REVENUE	42,489.72	522,350.33	438,500.00	(83,850.33)	119.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	1,475.82	17,612.85	38,900.00	21,287.15	45.3
11-25-5010-03 OVERTIME	.00	.00	100.00	100.00	.0
11-25-5011-00 PART TIME OFFICE	342.24	4,020.34	12,600.00	8,579.66	31.9
11-25-5025-00 MANAGER	4,093.86	29,371.39	29,500.00	128.61	99.6
11-25-5050-00 PAYROLL TAXES	307.34	3,521.42	6,300.00	2,778.58	55.9
11-25-5060-00 RETIREMENT FUND	616.28	3,311.08	5,700.00	2,388.92	58.1
11-25-5065-00 HEALTH INSURANCE	775.55	8,482.42	10,200.00	1,717.58	83.2
11-25-5070-00 WORKMAN'S COMPENSATION	.00	641.22	700.00	58.78	91.6
11-25-6010-00 UTILITIES	95.47	943.37	1,600.00	656.63	59.0
11-25-6505-00 OFFICE SUPPLIES	57.99	439.82	800.00	360.18	55.0
11-25-6506-00 UTILITY BILL MAILING	657.76	6,967.86	7,900.00	932.14	88.2
11-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	2,300.00	2,300.00	.0
11-25-6510-00 TELEPHONE	.00	.00	800.00	800.00	.0
11-25-6522-00 INSURANCE AND BONDS	.00	2,600.00	2,800.00	200.00	92.9
11-25-6544-04 COMPUTER SOFTWARE	.00	.00	3,500.00	3,500.00	.0
11-25-7020-00 MAINTENANCE AND REPAIRS	.00	382.11	500.00	117.89	76.4
11-25-8010-00 AUDIT	575.00	2,075.00	2,500.00	425.00	83.0
11-25-8012-00 COMPUTER PROF. SERVICES	257.25	3,949.75	3,700.00	(249.75)	106.8
11-25-8014-00 LEGAL	.00	1,445.75	2,200.00	754.25	65.7
11-25-8017-00 PROFESSIONAL SERVICES	.00	.00	1,500.00	1,500.00	.0
TOTAL ADMINISTRATION	9,254.56	85,764.38	134,100.00	48,335.62	64.0
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	2,839.56	22,732.83	63,200.00	40,467.17	36.0
11-70-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
11-70-5050-00 PAYROLL TAXES	208.18	1,639.80	4,900.00	3,260.20	33.5
11-70-5060-00 RETIREMENT FUND	120.26	962.76	4,200.00	3,237.24	22.9
11-70-5065-00 HEALTH INSURANCE	840.57	9,055.26	24,000.00	14,944.74	37.7
11-70-5070-00 WORKMEN'S COMPENSATION	.00	1,923.66	1,900.00	(23.66)	101.3
11-70-6510-00 TELEPHONE	17.27	602.67	900.00	297.33	67.0
11-70-6511-00 TRAINING	.00	.00	600.00	600.00	.0
11-70-6522-00 INSURANCE	.00	5,000.00	5,000.00	.00	100.0
11-70-6524-00 GAS & OIL	50.67	2,263.81	2,000.00	(263.81)	113.2
11-70-6526-00 OPERATING SUPPLIES	.00	364.66	1,000.00	635.34	36.5
11-70-6544-06 INFRASTRUCTURE REPAIR	.00	.00	20,000.00	20,000.00	.0
11-70-7020-00 REPAIR & MAINTENANCE	.00	4,066.55	1,000.00	(3,066.55)	406.7
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	17,017.50	70,000.00	52,982.50	24.3
TOTAL OPERATIONS	4,076.51	65,629.50	220,100.00	154,470.50	29.8
TOTAL FUND EXPENDITURES	13,331.07	151,393.88	354,200.00	202,806.12	42.7
NET REVENUE OVER EXPENDITURES	29,158.65	370,956.45	84,300.00	(286,656.45)	440.0

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
14-00-5010-00 LIBRARY- SALARIES	26,377.16	284,364.74	398,000.00	113,635.26	71.5
14-00-5050-00 LIBRARY-PAYROLL TAXES	1,995.42	21,584.73	48,000.00	26,415.27	45.0
14-00-5065-00 HEALTH INS.	500.00	5,154.90	10,000.00	4,845.10	51.6
14-00-5070-00 WORKMENS COMPENSATION	.00	641.22	4,000.00	3,358.78	16.0
14-00-6522-00 INSURANCE AND BONDS	.00	3,800.00	.00	(3,800.00)	.0
TOTAL DEPARTMENT 00	28,872.58	315,545.59	460,000.00	144,454.41	68.6
TOTAL FUND EXPENDITURES	28,872.58	315,545.59	460,000.00	144,454.41	68.6
NET REVENUE OVER EXPENDITURES	(28,872.58)	(315,545.59)	(460,000.00)	(144,454.41)	(68.6)

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
15-00-4060-00 USE TAX	308,691.19	2,847,532.90	1,000,000.00	(1,847,532.90)	284.8
15-00-4610-00 EARNINGS ON INVESTMENTS	36,797.73	216,196.35	65,000.00	(151,196.35)	332.6
TOTAL SOURCE 00	345,488.92	3,063,729.25	1,065,000.00	(1,998,729.25)	287.7
 <u>SOURCE 01</u>					
15-01-4530-00 DEVELOPER REIMBURSEMENT	.00	34,040.19	60,000.00	25,959.81	56.7
TOTAL SOURCE 01	.00	34,040.19	60,000.00	25,959.81	56.7
 TOTAL FUND REVENUE	 345,488.92	 3,097,769.44	 1,125,000.00	 (1,972,769.44)	 275.4

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
15-70-7020-00 STREET REPAIR & MAINT.	10,610.39	304,096.41	350,000.00	45,903.59	86.9
15-70-7022-00 ALLEY IMPROVEMENTS	.00	.00	2,000.00	2,000.00	.0
15-70-7035-00 COMMUNITY CENTER IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
15-70-7045-00 STREETLIGHTS	.00	.00	5,000.00	5,000.00	.0
15-70-7047-00 SIGNS	.00	2,056.00	5,000.00	2,944.00	41.1
15-70-7055-00 ENGINEERING/ARCHITECTURAL	267,562.59	632,497.45	1,200,000.00	567,502.55	52.7
15-70-7062-00 COMMUNITY RECREATION CENTER	.00	996,497.82	6,000,000.00	5,003,502.18	16.6
15-70-7065-00 SIDEWALK/CURB REPL.	.00	16,377.50	15,000.00	(1,377.50)	109.2
15-70-7085-00 SHOP IMPROVEMENTS	.00	.00	5,500.00	5,500.00	.0
TOTAL DEPARTMENT 70	278,172.98	1,951,525.18	7,587,500.00	5,635,974.82	25.7
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15-80-7060-00 REBATE	11,105.33	22,592.83	180,000.00	157,407.17	12.6
15-80-7090-00 I-25 GRANT CONTRIBUTION	.00	250,000.00	250,000.00	.00	100.0
TOTAL DEPARTMENT 80	11,105.33	272,592.83	430,000.00	157,407.17	63.4
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TOTAL FUND EXPENDITURES	289,278.31	2,224,118.01	8,017,500.00	5,793,381.99	27.7
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NET REVENUE OVER EXPENDITURES	56,210.61	873,651.43	(6,892,500.00)	(7,766,151.43)	12.7

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
16-00-4070-00 FROM SALES TAX	9,978.18	112,666.26	112,500.00	(166.26)	100.2
16-00-4610-00 EARNINGS ON INVESTMENTS	.00	24.47	100.00	75.53	24.5
TOTAL SOURCE 00	9,978.18	112,690.73	112,600.00	(90.73)	100.1
TOTAL FUND REVENUE	9,978.18	112,690.73	112,600.00	(90.73)	100.1

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
16-70-7010-00 CONSTRUCTION	.00	87,500.00	114,900.00	27,400.00	76.2
TOTAL DEPARTMENT 70	.00	87,500.00	114,900.00	27,400.00	76.2
TOTAL FUND EXPENDITURES	.00	87,500.00	114,900.00	27,400.00	76.2
NET REVENUE OVER EXPENDITURES	9,978.18	25,190.73	(2,300.00)	(27,490.73)	1095.3

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
17-00-4610-00 EARNINGS ON INVESTMENTS	29,872.31	179,455.40	50,000.00	(129,455.40)	358.9
TOTAL SOURCE 00	29,872.31	179,455.40	50,000.00	(129,455.40)	358.9
<u>SOURCE 01</u>					
17-01-4110-01 TRANSPORATION FAC. DEV. FEE	226,259.71	1,255,336.36	405,000.00	(850,336.36)	310.0
17-01-4110-02 POLICE FACILTIES DEV. FEE	31,588.29	261,974.04	132,000.00	(129,974.04)	198.5
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	99,612.74	635,078.48	28,000.00	(607,078.48)	2268.1
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	10,557.00	372,636.00	150,000.00	(222,636.00)	248.4
17-01-4110-05 LIBRARY FACILITIES FEE	8,244.00	267,886.00	100,000.00	(167,886.00)	267.9
17-01-4110-06 TRAFFIC SIGNAL	278.86	7,804.38	5,000.00	(2,804.38)	156.1
TOTAL SOURCE 01	376,540.60	2,800,715.26	820,000.00	(1,980,715.26)	341.6
TOTAL FUND REVENUE	406,412.91	2,980,170.66	870,000.00	(2,110,170.66)	342.6

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
17-70-6544-01 POLICE VEHICLE	.00	92,410.83	93,000.00	589.17	99.4
17-70-6544-15 POLICE EQUIPMENT	2,979.62	10,979.62	33,200.00	22,220.38	33.1
17-70-6544-19 ANNUAL LEASE/UTILITIES	1,797.13	19,650.60	26,500.00	6,849.40	74.2
17-70-6544-20 PEDESTRIAN CROSSING SIGNALS	.00	28,995.00	75,000.00	46,005.00	38.7
17-70-8017-00 PARKS & OPEN - PROFESSIONAL	.00	.00	15,000.00	15,000.00	.0
17-70-8018-00 TRANSPORTATION EXPENDITURES	.00	1,000.00	30,000.00	29,000.00	3.3
17-70-8018-02 HWY 34/LARIMER PKWY SIGNAL	6,355.50	37,295.51	.00	(37,295.51)	.0
TOTAL DEPARTMENT 70	11,132.25	190,331.56	272,700.00	82,368.44	69.8
TOTAL FUND EXPENDITURES	11,132.25	190,331.56	272,700.00	82,368.44	69.8
NET REVENUE OVER EXPENDITURES	395,280.66	2,789,839.10	597,300.00	(2,192,539.10)	467.1

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

STREET MAINTENANCE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
20-00-4110-00 STREET MAINTENANCE FEES	28,604.25	306,116.83	305,000.00	(1,116.83)	100.4
20-00-4610-00 EARNINGS ON INVESTMENTS	.00	467.80	500.00	32.20	93.6
TOTAL SOURCE 00	28,604.25	306,584.63	305,500.00	(1,084.63)	100.4
TOTAL FUND REVENUE	28,604.25	306,584.63	305,500.00	(1,084.63)	100.4

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2018

STREET MAINTENANCE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
20-70-7020-00 STREET MAINTENANCE	.00	271,494.11	300,000.00	28,505.89	90.5
TOTAL DEPARTMENT 70	.00	271,494.11	300,000.00	28,505.89	90.5
TOTAL FUND EXPENDITURES	.00	271,494.11	300,000.00	28,505.89	90.5
NET REVENUE OVER EXPENDITURES	28,604.25	35,090.52	5,500.00	(29,590.52)	638.0

**WATER AND SEWER
SERVICE AGREEMENT**

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this ____ day of _____, 2018, by and between **LAZY DOG ERIE, LLC**, a Colorado Limited Liability Corporation (“Developer”) and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Developer owns an interest in land comprised of approximately 1.51 acres within the Northeast ¼ of Section 15, Township 5 North, Range 68 West of the 6th P.M., also known as Lot 3, Second Amendment to 2534, more specifically described in the attached Exhibit A (“Subject Property”); and

WHEREAS, the Subject Property has been annexed to the Town and was the subject of an Annexation Agreement dated November 3, 2006; and

WHEREAS, the Subject Property is being developed as a retail sports bar and grill known as Lazy Dog Tavern at 2534 (“Project”); and

WHEREAS, the Developer and the Town desire to set forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a current commitment by the Town for water and sewer service for the Project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, as amended, (“Ordinance”), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Project. Said analysis was received by the Town and is on file with the Town and as modified by the Town’s Water Engineer by memorandum dated October 19, 2018, is hereby accepted by the Town. The analysis provided by Developer addresses the projected water and sewer demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	2.26	0.113
Landscape Irrigation (non-potable)	1.10	0.935
Total	3.36	1.048

2. Water Rights Dedication.

a. Potable Supply. As a result of prior dedications and adjustments associated with the 2534 Development, there is currently a surplus dedication credit with the Town of approximately 32.52 acre-feet per year of potable water. The Parties and the Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the potable water demands of the Project. Evidence of the agreement is attached as Exhibit B.

b. Non-Potable Supply. As a result of prior dedications associated with the 2534 Development, there is currently a surplus dedication credit with the Town of approximately 183.89 acre-feet per year of non-potable water under shares from the Farmers Canal. The Parties and the Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the non-potable water demands of the Project. Evidence of the agreement is attached as Exhibit B.

3. Commitment to serve. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 2.26 acre-feet per year of potable water supply together with the corresponding sewer service and up to 1.10 acre-feet per year non-potable water supply for landscape irrigation.

4. Future review of water usage and dedication requirements. In accordance with Section 13-68(h) of the Ordinance, the Town reserves the right to review actual water usage within the Project, at a point in time after water usage has been established, to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments based on actual water usage.

5. Payment of Water Court Transfer fees. The Water Court transfer fee for both the potable water supply and non-potable water supply was previously paid to the Town as part of the 2534 Water Bank. However, in accordance with the Ordinance, additional fees may be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the parties in accordance with the Town's Ordinance.

6. Notices. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO DEVELOPER:

Steven Ross
Lazy Dog Erie, LLC
3100 Village Vista Drive
Erie, CO 80516

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534

WITH A COPY TO
THE TOWN ATTORNEYS:

Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538

Peter J. Ampe
Hill & Robbins, P.C.
1660 Lincoln St., Suite 2720
Denver, CO 80264

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

8. Default. In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after a ninety-day period, either Party may then commence an action in a court of competent jurisdiction in Larimer County, Colorado, and shall be entitled to such remedies as are provided by law, including the Town's ordinances.

9. Successors and assigns. The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This agreement shall not be assigned without the prior written consent of the other party, which shall not be unreasonably withheld.

10. Amendment or modification. No amendment or modification of this Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.

11. Attorney's fees and costs. If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

12. Waiver. The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

13. Headings for convenience only. Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

14. Non severability. Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties hereto.

15. Choice of laws. This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any claim, proceeding or action shall be in Larimer or Weld County, State of Colorado.

16. Entire agreement and Authorization. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement. Each of the undersigned represents to the others that he/she is authorized by his/her respective entity to execute this Agreement on behalf of that entity.

17. Recordation. This Agreement may be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Larimer County, Colorado, and, effective as of the date of such recordation, this Agreement shall run with the Subject Property, shall be binding upon the Parties hereto and the permitted successors and assigns of the Developer and shall constitute notice of this Agreement to all persons or entities not parties hereto.

*IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Signatures follow on separate pages

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Scott James, Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

Avi Rocklin
Johnstown Town Attorney

Exhibit A

Lot 3, Second Amendment to 2534, Town of Johnstown, County of Larimer, State of Colorado

EXHIBIT B

RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate raw water credit from the Gerrard Family Limited Partnership, LLLP and Thompson Ranch Development Company raw water credit account held by the Town of Johnstown, known as the "2534 Water Bank," to provide water service to the development known as Lazy Dog Tavern, and any successor occupant of the premises at the same location, pursuant to the Water and Sewer Service Agreement between LAZY DOG, ERIE LLC and the Town of Johnstown dated _____, 20__ . The amount of such allocated raw water credit is calculated to be 2.26 acre-feet per year for In-Building Use and 1.13 acre-feet per year for Irrigation Use, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement.

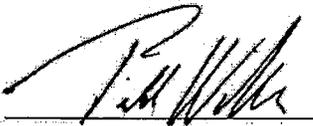
GERRARD FAMILY LIMITED PARTNERSHIP, LLLP



Dated: 12/3/18

Nathan Gerrard, Partner
Gerrard Family Limited Partnership, LLLP

THOMPSON RANCH DEVELOPMENT COMPANY



Dated: 11/7/18

Todd Williams, Vice President
Thompson Ranch Development Company

**WATER AND SEWER
SERVICE AGREEMENT**

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this ____ day of _____, 2018, by and between **DRAKE JOHNSTOWN PARTNERS LLC**, a Colorado Limited Liability Company (“Developer”) and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Developer owns an interest in land in Larimer County known as Lot 2, Block 3, 2534 Development, also known as 4390 Thompson Parkway, Johnstown, Colorado, more specifically described in the attached Exhibit A (“Subject Property”); and

WHEREAS, the Subject Property has been annexed to the Town and was the subject of an Annexation Agreement; and

WHEREAS, the Subject Property is being developed and is to be leased as separate food service, retail and service facilities known as In-Line Shops (“Project”); and

WHEREAS, the Developer and the Town desire to set forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a current commitment by the Town for water and sewer service for the Project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, as amended, (“Ordinance”), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis (submitted July 5, 2018) for the Project. Said analysis was received by the Town and is on file with the Town and as modified by the Town’s Water Engineer by memorandum dated August 30, 2018, as modified again by the Town’s Water Engineer by memorandum dated October 16, 2018, and as modified again by the Town’s Water Engineer by memorandum dated October 23, 2018 is hereby accepted by the Town. The analysis provided by Developer addresses the projected water and sewer demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	1.59	0.080
Landscape Irrigation (non-potable)	0.67	0.570
Total	2.26	0.650

2. Water Rights Dedication.

a. Potable Supply. As a result of prior dedications, associated with the 2534 Development, at the time of the Water Engineer's August 30, 2018 Memorandum there was a surplus dedication credit with the Town of approximately 34.98 acre-feet per year of potable water. The Parties and the Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the potable water demands of the Project. Evidence of the agreement is attached as Exhibit B.

b. Non-Potable Supply. As a result of prior dedications associated with the 2534 Development, at the time of the Water Engineer's August 30, 2018 Memorandum there was a surplus dedication credit with the Town of approximately 187.50 acre-feet per year of non-potable water under shares from the Farmers Canal. The Parties and the Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the non-potable water demands of the Project. Evidence of the agreement is attached as Exhibit B.

3. Commitment to serve. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 1.59 acre-feet per year of potable water supply together with the corresponding sewer service and up to 0.67 acre-feet per year non-potable water supply for landscape irrigation.

4. Future review of water usage and dedication requirements. In accordance with Section 13-68(h) of the Ordinance, the Town reserves the right to review actual water usage within the Project, at a point in time after water usage has been established, to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments based on actual water usage.

5. Payment of Water Court Transfer fees. The Water Court transfer fee for both the potable water supply and non-potable water supply was previously paid to the Town as part of the 2534 Water Bank. However, in accordance with the Ordinance, additional fees may be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the parties in accordance with the Town's Ordinance.

6. Notices. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO DEVELOPER:

Jon Hauser
Drake Johnstown Partners, LLC
c/o Drake Real Estate Services, Inc.
496 S. Broadway St.
Denver, CO 80209

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534

WITH A COPY TO
THE TOWN ATTORNEYS:

Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538

Peter J. Ampe
Hill & Robbins, P.C.
1660 Lincoln St., Suite 2720
Denver, CO 80264

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

8. Default. In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after a ninety-day period, either Party may then commence an action in a court of competent jurisdiction in Larimer County, Colorado, and shall be entitled to such remedies as are provided by law, including the Town's ordinances.

9. Successors and assigns. The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This agreement shall not be assigned without the prior written consent of the other party, which shall not be unreasonably withheld.

10. Amendment or modification. No amendment or modification of this Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.

11. Attorney's fees and costs. If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

12. Waiver. The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

13. Headings for convenience only. Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

14. Non severability. Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties hereto.

15. Choice of laws. This agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado.

16. Entire agreement and Authorization. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement. Each of the undersigned represents to the others that he/she is authorized by his/her respective entity to execute this Agreement on behalf of that entity.

17. Recordation. This Agreement may be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Larimer County, Colorado, and, effective as of the date of such recordation, this Agreement shall run with the Subject Property, shall be binding upon the Parties hereto and the permitted successors and assigns of the Developer and shall constitute notice of this Agreement to all persons or entities not parties hereto.

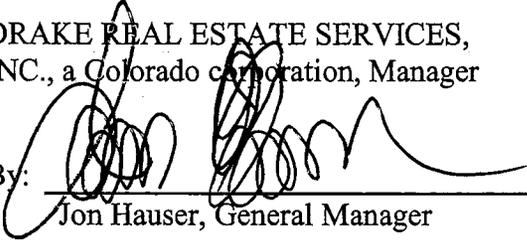
*IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Signatures follow on separate pages

DRAKE JOHNSTOWN PARTNERS LLC,
a Colorado limited liability company

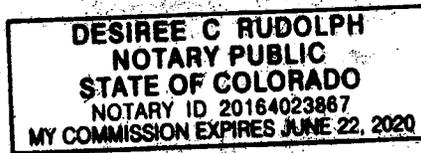
By: DRAKE DEVELOPMENTS LLC, a Colorado
limited liability company, Manager

By: DRAKE REAL ESTATE SERVICES,
INC., a Colorado corporation, Manager

By: 

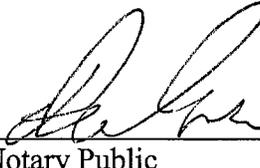
Jon Hauser, General Manager

STATE OF COLORADO)
City of Denver) ss
COUNTY OF DENVER)



SUBSCRIBED AND SWORN to before me this 15th day of November, 2018 by Jon Hauser.

Witness my hand and official seal.



Notary Public (Desiree C. Rudolph)

4965 Broadway Denver, CO 80209
Address
303-825-6600
Telephone

My Commission Expires: June 22, 2020

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Scott James, Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

Avi Rocklin
Johnstown Town Attorney

EXHIBIT A

Legal Description

Lot 2, Block 3, 2534, a Subdivision of the Town of Johnstown, County of Larimer, State of Colorado.

EXHIBIT B

RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate raw water credit from the Gerrard Family Limited Partnership, LLLP and Thompson Ranch Development Company raw water credit account held by the Town of Johnstown, known as the "2534 Water Bank," to provide water service to the development known as 4930 Thompson Parkway, and any successor occupant of the premises at the same location, pursuant to the Water and Sewer Service Agreement between _____ and the Town of Johnstown dated _____, 20____. The amount of such allocated raw water credit is calculated to be 1.59 acre-feet per year for In-Building Use and 0.67 acre-feet per year for Irrigation Use, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement.

GERRARD FAMILY LIMITED PARTNERSHIP, LLLP



Dated: 12/6/18

Nathan Gerrard, Partner
Gerrard Family Limited Partnership, LLLP

THOMPSON RANCH DEVELOPMENT COMPANY



Dated: 12/6/18

Todd Williams, Vice President
Thompson Ranch Development Company



TOWN OF JOHNSTOWN

MEMORANDUM

INFORMATION ONLY

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Interim Town Manager

DATE: November 5, 2018 (Initially Distributed)
December 3, 2018

CC: Town Staff
Local Media

SUBJECT: Purchasing Policy

Enclosed for your review is a proposed final redlined copy of the new purchasing policy. The redline version presented is a reflection of changes made based on feedback received by the Council and standardization of formatting and language. As previously mentioned, this policy revision will enable the Town Staff to be more effective in streamlining purchases and more importantly projects. Staff will also be cognizant of the need to communicate contracts that are approved, as appropriate, to Council. The changes that are proposed would still not permit for unappropriated funds to be spent over \$25,000 and if less than this amount, it may require Council approval if funds are not available in the budget to absorb the expenditure. This document still allows the Council to hold the Manager accountable for maintaining a balanced budget while delivering meaningful outcomes for the organization.

As part of this consent item, Resolution 2018-23 is included recognizing adoption of this policy.

The Community That Cares

PURCHASING POLICY
(Redline copy)

Town of Johnstown

Purchasing & Surplus Property Policies

The purpose of this Purchasing & Surplus Property Policy ("Policy") is to establish purchasing guidelines. This Policy ~~ese policies are~~ applicable to all purchasing for the Town of Johnstown ("Town") and ~~is~~ established to ensure that needed goods and services are obtained in a timely manner, at the lowest prices possible, consistent with acceptable quality standards.

Consistent with these objectives, a part of the Town's procurement activity is decentralized. In recognition of the cost of staff time and to reduce the cost of making small purchases, purchasing cards may be issued to selected personnel as approved by the Finance Director ~~and~~ or the Town Manager. The purchasing card will be defined later in this manual.

Procedures which apply to purchases made directly by Town staff as well as the steps followed by the Finance Department are described below, along with the public purchasing law and ethical standards that shape the Town's purchasing activities.

From time to time, there may be revisions and/or additions to this ~~policy~~ Policy, subject to the approval of the Johnstown Town Council.

1. Governing Laws and Policies. Procurements by the ~~Town of Johnstown~~ Town are governed by this Policy ~~policies~~ and by other policies and procedures that may apply, or be adopted by the Town Council and be required by state law. Among other procedures, this Policy establishes, -and these purchasing policies further establish requirements for the Town's purchasing activities.

2. Conflict of Interest. No employee or official of the Town shall participate in a transaction, contract, activity, or service of the Town which has a direct or predictable effect on their financial interests or the financial interests of an immediate family member.

3. Personal Purchases. It is prohibited for an employee or official to make purchases for personal purposes or to receive special pricing from a vendor using the Town's name, account or reputation.

4. Payment Authorization. All requests for payment must be approved by ~~a the D~~ department ~~H~~head or the Town Manager. Employees ~~may~~ not authorize payments to themselves. For purposes of this ~~p~~Policy, unless otherwise modified by the Town Manager, "department heads" include those employees who report directly to the Town Manager ~~and~~ "S~~s~~upervisory personnel" ~~shall~~ include both the Water and Wastewater Supervisor and Streets Supervisor.

5. Purchase Orders. A receipt or invoice shall be provided on all purchases. A purchase order is required for all purchases over \$300.00.

6. Purchasing Thresholds/Authority. Generally the purchasing thresholds detailed below will be applicable. (If there are grant funds involved, the thresholds may differ. Please refer to any grant requirements and proceed using the most restrictive standards.):

- a. Under \$2,500. Small items in this category, used on a day to day basis, may be purchased with the approval of supervisory personnel without competitive bidding on each item. However, even on these items, periodic telephone inquiries should be made to be certain the purchases are secured from a local source at the lowest possible price for the quality needed. Items that are used on a day

to day basis consist of office supplies and other items that routinely purchased. Department heads may authorize employees to purchase budgeted items.

- b. **\$2,500 - \$49,999.99**. Purchases or contracts for services for the sum of ~~\$10,000~~ **\$2,500** to \$49,999.99 shall be secured on a competitive bid basis. ~~The bids~~ must be accomplished by securing at least three informal bids, ~~submitting~~ requests for proposals or ~~utilizing the through the~~ formal bid process ~~through utilizing~~ advertisement and ~~related requirements~~ **specifications**; whichever **process** is most advantageous to the Town.
- c. **\$50,000 and higher**. Any item for services, projects, or equipment in this category shall be purchased through the formal bid process. Formal bids shall be secured by advertisement. Additionally, a random sample of vendors who qualify, or who have indicated an interest in bidding, shall be forwarded a copy of the specifications, when possible to ensure the best competitive bids for the Town.
 - i. Appropriated Items up to \$100,000 – Construction contracts and purchases can be approved by the Town Manager.
 - ii. Appropriated Items up to \$10,000 - Construction contracts can be approved by department head and notification of the Town Manager.
 - iii. Non-Appropriated Items exceeding \$25,000 – Must go before the Town Council and be approved and appropriated by resolution.

7. Local Purchasing Preference.

- a. If a local bidder is within five (5%) percent of the lowest bid from an out of town bidder on a construction or other formally bid project from \$0.00 - \$4,999.99, two (2%) percent on such project(s) from \$5,000.00 up to \$999,999.99, and within one percent on such project(s) from \$1,000,000.00 up to \$5,000,000.00, then the **Town will provide the** local bidder **with a preference. will be awarded the bid** unless otherwise provided in this section.
- b. The local purchasing preference policy shall not apply in the following instances:
 - ~~ai.~~ When purchases and/or contracts are funded in whole or in part by federal funds;
 - ~~ii.~~ When purchases are more than \$5,000,000.00;
 - ~~iii.~~ When purchases are not required to be formally bid, such as sole source procurements, emergency procurements, **or purchases authorized in a formally-adopted emergency management policy and any other such procurements as defined in the Town procurement policy or the Town emergency management policy;**
 - ~~div.~~ When professional services are procured through the issuance of requests for qualifications and/or requests for proposals, **including design-build contracts;** or,
 - ~~ve.~~ When such preference is in conflict with any applicable state or federal laws, rules or regulations.
- c. The local purchasing preference policy shall not apply to private construction projects financed with public assistance, including, but not limited to, tax increment financing, redevelopment projects and enterprise zone redevelopment.
- d. “Local” is defined as a business operating within the corporate limits of the **Town of Johnstown** ~~Town~~, with the majority of its primary business operations, including, but not necessarily limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within the town limits. “Local” shall not include the following:
 - ~~ai.~~ Those businesses with only a local Johnstown post office box;
 - ~~ii.~~ Those businesses with a sales presence in the Town, but no physical business location within the Town limits; **and**
 - ~~iii.~~ Home based businesses that merely take orders for products shipped from out-of town to their customers. Exceptions will be considered on a case-by-case basis when a written request is submitted to the Town Manager.

ed. Notwithstanding the foregoing, the local bidder must otherwise meet all qualifications and procurement policy requirements of the Town, including, but not limited to, the “best bid” requirements, the ability to be bonded based on the project, and verification of performance for other similar projects, in order to be awarded a bid and contract under this section.

8. Bid Guidelines.

- a. Correspondence with Vendors. All correspondence with vendors should be communicated through the department head responsible for overseeing the specific bid unless the bid specifications make it advisable to delegate authority to others.
- b. Formal Bid Notice. All formal bid purchases or formal contracts for services shall be advertised as follows:
 - i. All notices and solicitations of bids shall state the time and place of the bid opening. If required, the request for bids will be published in the newspaper and posted on the Town’s website at least 10 days prior to the bid deadline. The request shall include an adequate description of the scope of work to be completed, any specifics which may be required of the vendor, including, but not limited to, the amount of any bid bond, all contractual terms, and conditions application to the public project.
 - ii. Notices and solicitations of bids shall include information that these are sealed bids and that they should be so identified on the envelope.
 - iii. Notices and solicitations of bids shall plainly state to whom the sealed bid(s) should be addressed, and should be filed with the Town Clerk.
 - iv. When advertising for proposals with federal funding, guidance will be followed as per CFR200.319 thru CFR200.322 and all other applicable law, and as amended from time to time, to ensure proper competition of project awards. This also entails taking necessary affirmative action steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
- d. Public Opening. All bids shall be opened publicly at the time and place designated in the invitation for bids. The amount of each bid and such other relevant information as may be specified by rules, together with the name of each bidder shall be entered on a record and open to public inspection. After the time of the award, all bids and requests for proposal documents shall be open to public inspection.
- e. Performance Bonds. Performance bonds, in cash or otherwise, or other acceptable financial assurance such as a letter of credit shall be requested if in the best interest of the Town or if otherwise required by law in such an amount as may be deemed sufficient to secure the execution of the contract or to furnish supplies.
- f. Technology and Advertising. The Town may will use electronic means (i.e. internet, email, etc.) to inform potential vendors and may use technology to improve transparency and purchasing efficiencies for the Town. All available means for advertising the invitation to bid shall be used to the extent possible, to encourage full and open competition. When advertising for proposals with federal funding, guidance will be followed in CFR200.319 to ensure proper competition of project awards is encouraged. This also entails, for example, taking necessary affirmative steps to assure that the minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
- g. Competitive Buying. Town policy requires quotes or bids to be obtained from as many providers as reasonably possible to ensure a competitive marketing atmosphere and advantageous pricing. Bids will be solicited when required by policy and also when it is found to be advantageous to do so. Any qualified provider may respond to a Town request for quote or bid.

- h. Awards. The ~~Town of Johnstown~~Town reserves the right to reject any and all bids and waive any informality. The ~~Town of Johnstown~~Town also reserves the right to select the lowest and/or best bidder as determined by the Town in its sole discretion. Bidders may be disqualified for past failure to follow proper change order processes, ~~for or~~ failure to complete projects in a timely, ~~for not performing in and/or a~~ professional and good work like manner, ~~or for any other reason deemed appropriate by the Town~~.

9. Exclusive Service. Sole source purchases may be made if it has been determined that there is only one good or service that can reasonably meet the need and there is only one vendor who can provide the good or service. Written justification for the sole source purchase must be retained with support for the purchase.

10. Emergency Purchases. In the event of natural disasters, accidents, ~~or other~~ emergencies or other matters impacting the immediate ~~where~~ health, safety or welfare of the community ~~is at risk~~, the Town shall comply with this Policy ~~the procurement requirements~~ to the extent practicable, but ~~this may be waived by~~ the Town Manager may waive the formalities set forth herein. The Town Manager will notify the Town Council of any emergency immediately identifying the nature of the emergency and any purchase which may be required. Forms required herein for the purpose of authorizing and acquiring goods or services necessary for the immediate preservation of life, health, safety, welfare or property during a local disaster or emergency conditions shall not require compliance with the bidding requirements set forth in this Policy and may be awarded on a sole-source basis. Documentation of procurement decisions in an emergency period is required to be retained, to support the urgency of the purchase and as justification for deviation of any Town policy. Once the Town is no longer operating in an emergency period, adherence to this Policy ~~e approved procurement requirements~~ is required. Careful consideration shall be given to procurement decisions made in an emergency period and when grant funds may be received. Federal procurement guidance currently available (at CFR200.319) indicates that purchases above the dollar threshold of a micro purchase, currently \$3,000, must also have three written quotes to support the cost reasonableness of the purchase. If, at any time, a purchase may have a grant implication, purchaser should follow guidance from the grantor.

11. Exemptions From Public Bidding. The Town recognizes the need to use outside sources for providing ~~p~~Professional ~~S~~services, constructing ~~c~~Capital ~~P~~projects (vendors and contractors) and obtaining ~~for providing~~ services for day to day operations and maintenance. The Town requires staff to solicit bids for any purchase of goods over \$50,000, per engagement or annually. This requirement may be waived by the Town Manager for ongoing service contracts where the past experience related directly to the Town is a compelling reason to continue a service contract from year to year. Selection of vendors, contractors or consultants may be based on past experience with the Town, knowledge of the Town and region, philosophy of the nature of the job, availability of time, quality of product, quality of service and material, maintenance, warranties, price and other such criteria as deemed appropriate for a particular public project. The Town recognizes the following exemptions ~~to for~~ the bid guidelines set forth herein ~~Public Bid Process~~:

- a. Professional Services. This ~~purchasing p~~Policy shall not apply to professional services and the requirements shall not be mandatory in the employment of professional services. Professional services include, but are not limited to the following: Attorneys, Bond Counsel, Certified Public Accountants/Auditors, Consultants, Engineers, Financial Advisors, Physicians and Real Estate Brokers. The Council may award these services as desired and at their discretion. The staff shall use the following criteria when applicable and necessary, based on a specific project that includes:
- i. Past experience in performing the services requested;:-
 - ii. Responsiveness to the needs of the Town, with respect to time to complete the project, the approach to the project, and anticipated design concepts offered;:-
 - iii. Responsibility and experience in dealing with municipal governments and projects of similar size, scope, and nature;:-

- iv. The professional's engagement team, including the experience and resumes of key personnel assigned; ~~and-~~
- v. Results of reference checks and past performance for other clients
- b. Design Build Services. This ~~P~~policy shall not apply to design-build specialty services so long as the project does not exceed \$100,000. If less than \$100,000, the following evaluation criteria shall apply:
 - i. A guaranteed maximum price must be agreed upon and any savings shall revert back to the Town if the final project cost is less than the guaranteed maximum price.
 - ii. The Town shall have the option at any time to validate proposed costs and fees of the professional who must disclose all information used to arrive at the proposed costs and fees.
- c. Use of State Bids or Existing Contracts. This ~~purchasing p~~Policy shall not apply if the purchasing department is able to piggy-back on a State Bid Award, GSA bid award, or other bid award by a local government entity where a public bid process has taken place ~~on the conditions that -~~Appropriate verification of the bid ~~is must be~~ provided, the cost does not exceed \$100,000, and ~~funds are~~is available in the budget.
- d. Waiver of Bidding Process. Notwithstanding the provisions of this ~~p~~Policy, the Town may forego the bidding process altogether in certain specific instances that would be in the best interests of the Town provided that there is sufficient information and documentation to demonstrate that a waiver of the procedure would benefit the Town. Any deviations from the bidding process must have Town Manager approval, who shall then generate a report to the Town Council for the next Town Council meeting explaining the reasons for the waiver. It is intended that this process should be used infrequently and only when there is supporting information to demonstrate that the waiver would be in the best interests of the Town and not in any fashion compromise the integrity of the overall bidding policy of the Town.

12. Contract Authority. The Town Manager or department head shall have the power and duty to approve and execute, by signature, all contracts or agreements of, or on behalf of, the Town or its enterprises, subject to the following limitations.

- a. Amount to Exceed \$100,000. Contracts or agreements that exceed \$100,000 must be approved by the Council unless part of an annual contract and appropriated in the budget.
- b. Conveyances. No contract or agreement shall involve conveyances of interest in land, bonds, indentures, evidence of indebtedness, or proclamations, unless the authority to approve and execute such documents shall be granted by the Council.
- c. Charter and Municipal Code. ~~Contracts or agreements that are required by the Town's Home Rule Charter or the Johnstown Municipal Code to be approved and executed by the Town Council.~~
- ~~e~~.d. Intergovernmental Agreements. Such contract or agreement does not constitute an "intergovernmental agreement" under Colorado law.
- ~~d~~.e. Delegation. The Town Manager may delegate the signatory authority for the approval and execution of contracts and agreements to department heads when the contractual matters fall within their area of responsibility.
- ~~e~~.f. Appropriation. No contract shall be approved or executed unless funds for the payment of obligations under the contract or agreement are in the budget and have been approved by the Town Council. This section shall not prohibit the approval and execution of multi-year contracts or agreement where such agreements are legally permissible.
- ~~f~~.g. Legal Review. Unless of a routine nature as determined by the Town Manager or the Town's standard form of contractor/professional services agreement cannot be used, all contracts or agreements are subject to legal review.

13. Town Issued Purchasing Cards. This ~~policy~~Policy applies to all items procured by the use of a Town-issued Purchasing Card.

- a. Issuance. Town purchasing cards may only be issued to department heads or other personnel as authorized by the Town Manager and Finance Director.
- b. Legitimate Business Expenses. A purchasing card shall be used for purchases on behalf, or costs associated with, approved travel and proper Town business expenses. No cardholder may procure goods or services for personal purposes. Personal use of a purchasing card consists of an item that is not a legitimate business expense and must be reimbursed to the Town. Misuse of the card could subject an employee to discipline pursuant to the personnel policies of the Town. Department ~~h~~Heads may make available purchasing cards for purchases where time is of the essence to save the Town money; where credit card is the only or easiest form of payment accepted for a product or service; or when required for travel purposes. It is the responsibility of the Department ~~H~~Head to notify the Finance Department if an employee is no longer authorized to use the Town's purchasing card.
- c. Purchasing Procedures. Purchases made with the purchasing card should follow all guidelines as stated in this Financial Policy document.
- d. Travel Related Expenses. If a spouse or family member is accompanying the employee on a business trip, only employee's travel expenses may be charged to the card. Airline tickets or other travel expenses related to the family member must be paid by the individual at the time of purchase. It is not acceptable to reimburse the Town for those expenses. Personal expenses may not be charged to the hotel room and must be paid for separately. Hotel, car rental, parking, taxi, etc. receipts must be submitted to the Finance Department within a week of return from the business trip. Travel expenses for the employee will be reimbursed up to the maximum allowed for that location by U.S. General Service Administration (www.gsa.gov). Mileage will be reimbursed at the published Internal Revenue Service (IRS) standard mileage rate. Mileage will only be reimbursed if no Town vehicle is available for use.
- e. Monthly Statements. It will be the responsibility of the card holder to reconcile the monthly credit card statements and receipts. Original receipts must be submitted to the Finance ~~Director~~Department within one week of purchase. Failure to do so will result in loss of purchasing card privileges.

14. Surplus Property Disposal. As items are purchased with public funds, the Town Manager must declare items to be surplus prior to disposal and said disposal must follow the provisions herein.

- a. De Minimis Valued Items. Non-capital material and supply items that are normally used up during the normal course of business and have individual value less than \$250 are exempted from the formal surplus disposal process. These items can be thrown away, destroyed, donated or sold with approval from the Town Manager or Finance Director.
- b. Unusable Equipment. The disposal of capital equipment with a salvage value less than \$2,500 is exempted from the formal surplus disposal process. These items can be sold for salvage value without a declaration of surplus property, upon approval from the Town Manager or Finance Director.
- c. Auction or Sale of Property (Formal). When the current value is deemed to exceed \$2,500, it can be offered at public auction or written bid. The bid must be advertised at least 10 days prior to sale. If no bids are received or if a determination is made that the market value of the property exceeds the offer of the highest bidder, all bids may be rejected and the appropriate ~~D~~Department ~~H~~Head and Finance Department may negotiate a sale.

PURCHASING POLICY
(Final copy)

Town of Johnstown

Purchasing & Surplus Property Policy

The purpose of this Purchasing & Surplus Property Policy (“Policy”) is to establish purchasing guidelines. This Policy is applicable to all purchasing for the Town of Johnstown (“Town”) and is established to ensure that needed goods and services are obtained in a timely manner, at the lowest prices possible, consistent with acceptable quality standards.

Consistent with these objectives, a part of the Town’s procurement activity is decentralized. In recognition of the cost of staff time and to reduce the cost of making small purchases, purchasing cards may be issued to selected personnel as approved by the Finance Director or the Town Manager. The purchasing card will be defined later in this manual.

Procedures which apply to purchases made directly by Town staff as well as the steps followed by the Finance Department are described below, along with the public purchasing law and ethical standards that shape the Town’s purchasing activities.

From time to time, there may be revisions and/or additions to this Policy, subject to the approval of the Johnstown Town Council.

1. Governing Laws and Policies. Procurements by the Town are governed by this Policy and by other policies and procedures that may apply, or be adopted by, the Town Council or be required by state law. Among other procedures, this Policy establishes requirements for the Town’s purchasing activities.
2. Conflict of Interest. No employee or official of the Town shall participate in a transaction, contract, activity, or service of the Town which has a direct or predictable effect on their financial interests or the financial interests of an immediate family member.
3. Personal Purchases. It is prohibited for an employee or official to make purchases for personal purposes or to receive special pricing from a vendor using the Town’s name, account or reputation.
4. Payment Authorization. All requests for payment must be approved by a department head or the Town Manager. Employees may not authorize payments to themselves. For purposes of this Policy, unless otherwise modified by the Town Manager, “department heads” include those employees who report directly to the Town Manager and “supervisory personnel” include both the Water and Wastewater Supervisor and Streets Supervisor.
5. Purchase Orders. A receipt or invoice shall be provided on all purchases. A purchase order is required for all purchases over \$300.00.
6. Purchasing Thresholds/Authority. Generally the purchasing thresholds detailed below will be applicable. (If there are grant funds involved, the thresholds may differ. Please refer to any grant requirements and proceed using the most restrictive standards.):
 - a. Under \$2,500. Small items in this category, used on a day to day basis, may be purchased with the approval of supervisory personnel without competitive bidding on each item. However, even on these items, periodic telephone inquiries should be made to be certain the purchases are secured from a local source at the lowest possible price for the quality needed. Items that are used on a day to day basis consist of office supplies and other items that routinely purchased. Department heads may authorize employees to purchase budgeted items.

- b. **\$2,500 - \$49,999.99**. Purchases or contracts for services for the sum of \$2,500 to \$49,999.99 shall be secured on a competitive bid basis. The bid must be accomplished by securing at least three informal bids, submitting requests for proposals or utilizing the formal bid process through advertisement and related requirement; whichever process is most advantageous to the Town.
- c. **\$50,000 and higher**. Any item for services, projects, or equipment in this category shall be purchased through the formal bid process. Formal bids shall be secured by advertisement. Additionally, a random sample of vendors who qualify, or who have indicated an interest in bidding, shall be forwarded a copy of the specifications, when possible to ensure the best competitive bids for the Town.
 - i. Appropriated Items up to \$100,000 – Construction contracts and purchases can be approved by the Town Manager.
 - ii. Appropriated Items up to \$10,000 - Construction contracts can be approved by department head and notification of the Town Manager.
 - iii. Non-Appropriated Items exceeding \$25,000 – Must go before the Town Council and be approved and appropriated by resolution.

7. Local Purchasing Preference.

- a. If a local bidder is within five (5%) percent of the lowest bid from an out of town bidder on a construction or other formally bid project from \$0.00 - \$4,999.99, two (2%) percent on such project(s) from \$5,000.00 up to \$999,999.99, and within one percent on such project(s) from \$1,000,000.00 up to \$5,000,000.00, then the Town will provide the local bidder with a preference, unless otherwise provided in this section.
- b. The local purchasing preference policy shall not apply in the following instances:
 - i. When purchases and/or contracts are funded in whole or in part by federal funds;
 - ii. When purchases are more than \$5,000,000.00;
 - iii. When purchases are not required to be formally bid, such as sole source procurements, emergency procurements, or purchases authorized in a formally-adopted emergency management policy;
 - iv. When professional services are procured through the issuance of requests for qualifications and/or requests for proposals, including design-build contracts; or,
 - v. When such preference is in conflict with any applicable state or federal laws, rules or regulations.
- c. The local purchasing preference policy shall not apply to private construction projects financed with public assistance, including, but not limited to, tax increment financing, redevelopment projects and enterprise zone redevelopment.
- d. “Local” is defined as a business operating within the corporate limits of the Town, with the majority of its primary business operations, including, but not necessarily limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within the town limits. “Local” shall not include the following:
 - i. Those businesses with only a local Johnstown post office box;
 - ii. Those businesses with a sales presence in the Town, but no physical business location within the Town limits; and
 - iii. Home based businesses that merely take orders for products shipped from out-of town to their customers. Exceptions will be considered on a case-by-case basis when a written request is submitted to the Town Manager.
- e. Notwithstanding the foregoing, the local bidder must otherwise meet all qualifications and procurement policy requirements of the Town, including, but not limited to, the “best bid” requirements, the ability to be bonded based on the project, and verification of performance for other similar projects, in order to be awarded a bid and contract under this section.

8. Bid Guidelines.

- a. Correspondence with Vendors. All correspondence with vendors should be communicated through the department head responsible for overseeing the specific bid unless the bid specifications make it advisable to delegate authority to others.
- b. Formal Bid Notice. All formal bid purchases or formal contracts for services shall be advertised as follows:
 - i. All notices and solicitations of bids shall state the time and place of the bid opening. If required, the request for bids will be published in the newspaper and posted on the Town's website at least 10 days prior to the bid deadline. The request shall include an adequate description of the scope of work to be completed, any specifics which may be required of the vendor, including, but not limited to, the amount of any bid bond, all contractual terms, and conditions application to the public project.
 - ii. Notices and solicitations of bids shall include information that these are sealed bids and that they should be so identified on the envelope.
 - iii. Notices and solicitations of bids shall plainly state to whom the sealed bid(s) should be addressed, and should be filed with the Town Clerk.
 - iv. When advertising for proposals with federal funding, guidance will be followed as per CFR200.319 thru CFR200.322 and all other applicable law, as amended from time to time, to ensure proper competition of project awards. This also entails taking necessary affirmative action steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- d. Public Opening. All bids shall be opened publicly at the time and place designated in the invitation for bids. The amount of each bid and such other relevant information as may be specified by rules, together with the name of each bidder shall be entered on a record and open to public inspection. After the time of the award, all bids and requests for proposal documents shall be open to public inspection.
- e. Performance Bonds. Performance bonds, in cash or otherwise, or other acceptable financial assurance such as a letter of credit shall be requested if in the best interest of the Town or if otherwise required by law in such an amount as may be deemed sufficient to secure the execution of the contract or to furnish supplies.
- f. Technology and Advertising. The Town may use electronic means (i.e. internet, email, etc.) to inform potential vendors and may use technology to improve transparency and purchasing efficiencies for the Town. All available means for advertising the invitation to bid shall be used to the extent possible, to encourage full and open competition. When advertising for proposals with federal funding, guidance will be followed in CFR200.319 to ensure proper competition of project awards is encouraged. This also entails, for example, taking necessary affirmative steps to assure that the minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- g. Competitive Buying. Town policy requires quotes or bids to be obtained from as many providers as reasonably possible to ensure a competitive marketing atmosphere and advantageous pricing. Bids will be solicited when required by policy and also when it is found to be advantageous to do so. Any qualified provider may respond to a Town request for quote or bid.
- h. Awards. The Town reserves the right to reject any and all bids and waive any informality. The Town also reserves the right to select the lowest and/or best bidder as determined by the Town in its sole discretion. Bidders may be disqualified for past failure to follow proper change order processes, for failure to complete projects in a timely, for not performing in a professional and good work like manner, or for any other reason deemed appropriate by the Town.

9. Exclusive Service. Sole source purchases may be made if it has been determined that there is only one good or service that can reasonably meet the need and there is only one vendor who can provide the good or service. Written justification for the sole source purchase must be retained with support for the purchase.

10. Emergency Purchases. In the event of natural disasters, accidents, emergencies or other matters impacting the immediate health, safety or welfare of the community, the Town shall comply with this Policy to the extent practicable, but the Town Manager may waive the formalities set forth herein. The Town Manager will notify the Town Council of any emergency immediately identifying the nature of the emergency and any purchase which may be required. Forms required herein for the purpose of authorizing and acquiring goods or services necessary for the immediate preservation of life, health, safety, welfare or property during a local disaster or emergency condition shall not require compliance with the bidding requirements set forth in this Policy and may be awarded on a sole-source basis. Documentation of procurement decisions in an emergency period is required to be retained, to support the urgency of the purchase and as justification for deviation of any Town policy. Once the Town is no longer operating in an emergency period, adherence to this Policy is required. Careful consideration shall be given to procurement decisions made in an emergency period and when grant funds may be received. Federal procurement guidance currently available (at CFR200.319) indicates that purchases above the dollar threshold of a micro purchase, currently \$3,000, must also have three written quotes to support the cost reasonableness of the purchase. If, at any time, a purchase may have a grant implication, purchaser should follow guidance from the grantor.

11. Exemptions From Public Bidding. The Town recognizes the need to use outside sources for providing professional services, constructing capital projects (vendors and contractors) and obtaining services for day to day operations and maintenance. The Town requires staff to solicit bids for any purchase of goods over \$50,000, per engagement or annually. This requirement may be waived by the Town Manager for ongoing service contracts where the past experience related directly to the Town is a compelling reason to continue a service contract from year to year. Selection of vendors, contractors or consultants may be based on past experience with the Town, knowledge of the Town and region, philosophy of the nature of the job, availability of time, quality of product, quality of service and material, maintenance, warranties, price and other such criteria as deemed appropriate for a particular public project. The Town recognizes the following exemptions to the bid guidelines set forth herein:

- a. Professional Services. This Policy shall not apply to professional services and the requirements shall not be mandatory in the employment of professional services. Professional services include, but are not limited to the following: Attorneys, Bond Counsel, Certified Public Accountants/Auditors, Consultants, Engineers, Financial Advisors, Physicians and Real Estate Brokers. The Council may award these services as desired and at their discretion. The staff shall use the following criteria when applicable and necessary, based on a specific project that includes:
 - i. Past experience in performing the services requested;
 - ii. Responsiveness to the needs of the Town, with respect to time to complete the project, the approach to the project, and anticipated design concepts offered;
 - iii. Responsibility and experience in dealing with municipal governments and projects of similar size, scope, and nature;
 - iv. The professional's engagement team, including the experience and resumes of key personnel assigned; and
 - v. Results of reference checks and past performance for other clients
- b. Design Build Services. This Policy shall not apply to design-build specialty services so long as the project does not exceed \$100,000. If less than \$100,000, the following evaluation criteria shall apply:

- i. A guaranteed maximum price must be agreed upon and any savings shall revert back to the Town if the final project cost is less than the guaranteed maximum price.
 - ii. The Town shall have the option at any time to validate proposed costs and fees of the professional who must disclose all information used to arrive at the proposed costs and fees.
- c. Use of State Bids or Existing Contracts. This Policy shall not apply if the purchasing department is able to piggy-back on a State Bid Award, GSA bid award, or other bid award by a local government entity where a public bid process has taken place on the conditions that appropriate verification of the bid is provided, the cost does not exceed \$100,000, and funds are available in the budget.
- d. Waiver of Bidding Process. Notwithstanding the provisions of this Policy, the Town may forego the bidding process altogether in certain specific instances that would be in the best interests of the Town provided that there is sufficient information and documentation to demonstrate that a waiver of the procedure would benefit the Town. Any deviations from the bidding process must have Town Manager approval, who shall then generate a report to the Town Council for the next Town Council meeting explaining the reasons for the waiver. It is intended that this process should be used infrequently and only when there is supporting information to demonstrate that the waiver would be in the best interests of the Town and not in any fashion compromise the integrity of the overall bidding policy of the Town.

12. Contract Authority. The Town Manager or department head shall have the power and duty to approve and execute, by signature, all contracts or agreements of, or on behalf of, the Town or its enterprises, subject to the following limitations.

- a. Amount to Exceed \$100,000. Contracts or agreements that exceed \$100,000 must be approved by the Council unless part of an annual contract and appropriated in the budget.
- b. Conveyances. No contract or agreement shall involve conveyances of interest in land, bonds, indentures, evidence of indebtedness, or proclamations, unless the authority to approve and execute such documents shall be granted by the Council.
- c. Charter and Municipal Code. Contracts or agreements that are required by the Town's Home Rule Charter or the Johnstown Municipal Code to be approved and executed by the Town Council.
- d. Intergovernmental Agreements. Such contract or agreement does not constitute an "intergovernmental agreement" under Colorado law.
- e. Delegation. The Town Manager may delegate the signatory authority for the approval and execution of contracts and agreements to department heads when the contractual matters fall within their area of responsibility.
- f. Appropriation. No contract shall be approved or executed unless funds for the payment of obligations under the contract or agreement are in the budget and have been approved by the Town Council. This section shall not prohibit the approval and execution of multi-year contracts or agreement where such agreements are legally permissible.
- g. Legal Review. Unless of a routine nature as determined by the Town Manager or the Town's standard form of contractor/professional services agreement cannot be used, all contracts or agreements are subject to legal review.

13. Town Issued Purchasing Cards. This Policy applies to all items procured by the use of a Town-issued Purchasing Card.

- a. Issuance. Town purchasing cards may only be issued to department heads or other personnel as authorized by the Town Manager and Finance Director.

- b. Legitimate Business Expenses. A purchasing card shall be used for purchases on behalf, or costs associated with, approved travel and proper Town business expenses. No cardholder may procure goods or services for personal purposes. Personal use of a purchasing card consists of an item that is not a legitimate business expense and must be reimbursed to the Town. Misuse of the card could subject an employee to discipline pursuant to the personnel policies of the Town. Department heads may make available purchasing cards for purchases where time is of the essence to save the Town money; where credit card is the only or easiest form of payment accepted for a product or service; or when required for travel purposes. It is the responsibility of the Department head to notify the Finance Department if an employee is no longer authorized to use the Town's purchasing card.
 - c. Purchasing Procedures. Purchases made with the purchasing card should follow all guidelines as stated in this Financial Policy document.
 - d. Travel Related Expenses. If a spouse or family member is accompanying the employee on a business trip, only employee's travel expenses may be charged to the card. Airline tickets or other travel expenses related to the family member must be paid by the individual at the time of purchase. It is not acceptable to reimburse the Town for those expenses. Personal expenses may not be charged to the hotel room and must be paid for separately. Hotel, car rental, parking, taxi, etc. receipts must be submitted to the Finance Department within a week of return from the business trip. Travel expenses for the employee will be reimbursed up to the maximum allowed for that location by U.S. General Service Administration (www.gsa.gov). Mileage will be reimbursed at the published Internal Revenue Service (IRS) standard mileage rate. Mileage will only be reimbursed if no Town vehicle is available for use.
 - e. Monthly Statements. It will be the responsibility of the card holder to reconcile the monthly credit card statements and receipts. Original receipts must be submitted to the Finance Director within one week of purchase. Failure to do so will result in loss of purchasing card privileges.
14. Surplus Property Disposal. As items are purchased with public funds, the Town Manager must declare items to be surplus prior to disposal and said disposal must follow the provisions herein.
- a. De Minimis Valued Items. Non-capital material and supply items that are normally used up during the normal course of business and have individual value less than \$250 are exempted from the formal surplus disposal process. These items can be thrown away, destroyed, donated or sold with approval from the Town Manager or Finance Director.
 - b. Unusable Equipment. The disposal of capital equipment with a salvage value less than \$2,500 is exempted from the formal surplus disposal process. These items can be sold for salvage value without a declaration of surplus property, upon approval from the Town Manager or Finance Director.
 - c. Auction or Sale of Property (Formal). When the current value is deemed to exceed \$2,500, it can be offered at public auction or written bid. The bid must be advertised at least 10 days prior to sale. If no bids are received or if a determination is made that the market value of the property exceeds the offer of the highest bidder, all bids may be rejected and the appropriate department head and Finance Department may negotiate a sale.

RESOLUTION

No. 2018-23

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2018-23**

**A RESOLUTION ADOPTING A PURCHASING & SURPLUS POLICY;
SUPERSEDING RESOLUTION NOS. 98-9, 2002-10, 2003-01 AND 2011-04;
SUPERSEDING RESOLUTION NO. 2017-10 TO THE EXTENT OF A CONFLICT**

WHEREAS, the Town of Johnstown, Colorado (the “Town”) is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town’s Home Rule Charter; and

WHEREAS, on June 5, 1998, the Town adopted a Purchasing Procedure Manual pursuant to Resolution No. 98-9, and thereafter amended the Purchasing Procedure Manual pursuant to Resolution Nos. 2002-10, 2003-01 and 2011-04; and

WHEREAS, on November 20, 2017, the Town delegated authority to the Town Manager to execute certain contracts pursuant to Resolution No. 2017-10; and

WHEREAS, the Interim Town Manager, Matthew LeCerf, recommended that the Town adopt new purchasing policies and procedures in the form attached hereto and incorporated herein by reference as Exhibit A (“Purchasing & Surplus Policy”); and

WHEREAS, after review and discussion, the Town Council desires to adopt the Purchasing & Surplus Policy; and

WHEREAS, Town Council finds that adoption of the Purchasing & Surplus Policy is in the best interest of the Town.

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

Section 1: The Purchasing & Surplus Policy attached as Exhibit A is hereby approved and adopted for the Town of Johnstown.

Section 2: The Purchasing & Surplus Policy supersedes and replaces the previously-adopted Purchasing Procedure Manual.

Section 3: Resolution Nos. 98-9, 2002-10, 2003-01 and 2011-04 are hereby superseded and replaced by this Resolution.

Section 4: Resolution No. 2017-10 is hereby superseded and replaced by this Resolution, but only to the extent of conflict.

Section 5: This Resolution shall be effective as of the date of its adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of _____, 2018.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Scott James, Mayor

AGENDA ITEM 7

TOWN MANAGER

REPORT



TOWN OF JOHNSTOWN

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Interim Town Manager

DATE: December 17, 2018

CC: Town Staff
Local Media

SUBJECT: Departmental Report

Upcoming Town Council Work Sessions – If there are topics that the Council would like staff to schedule for discussion, please let me know. The following topics are recommended for Council discussion (all meetings will be held in the Town Council Chambers unless otherwise indicated):

- 12/17/2018 – Regular Town Council Meeting
 - **Finance Director Meet & Greet Prior to Regular Meeting 5:45 p.m.**
 - 12/24/2018 – Work Session (None Scheduled)
 - 01/07/2019 – Regular Town Council Meeting
-

Police Department

Training:

- November 29, 2018 red side received Pressure Point Control Techniques Training from 8:00 a.m. to 4:00 p.m.
 - Handcuffing
 - Escort, Joint Locks
 - Pressure Points
 - Defensive Counter Strikes
 - Shoulder Pin
 - Impact Weapons
 - Weapon Retention/Disarming

Community Policing, Outreach & Miscellaneous Items:

- November 27, 2018, Commander Sanchez attended the Red Rocks Community College Advisory Committee Meeting to discuss the following topics:
 - Review of Spring 2018 LEA Advisory meeting
 - Accomplishments/Changes from last year
 - New Curriculum Changes

The Community That Cares

- New Equipment
 - Review of the 5-year plan
 - Training and equipment goals for the next 5 years
 - Input from attendees on what they would like to see in the Red Rocks program
- November 28, 2018 Lt. Oglesby, Det. Slocum and Officer Otero assisted/trained employees of Clearview Behavioral Health during an active shooter training exercise.
- November 29, 2018 Chief McCoy of the Lochbuie Police Department and Commander Crone of the Ft. Morgan Police Department conducted our on-site visit for the CACP accreditation.
- November 30, 2018 Officer Kehr read to a group of Ledford Elementary students at Barnes & Nobel. The kids were there doing a fundraiser and Officer Kehr was a guest reader.
- *Staffing* – The Police Department is currently working towards being fully staffed. We currently are down 4 officers, one which is a detective position.

November 2018 Monthly Statistics

Activity	November 2017	November 2018	% change	YTD totals
Arrests (charges filed)	26	41	+57%	512
Tickets issued	116	121	+4%	1496
Incident reports	114	128	+7%	1402

Administration

- *Finance Director* – The Town received 13 applications for the Finance Director position. Staff has reviewed the applications and selected 5 to interview during the week of December 10-12th.
- *Planning & Development Director* – The Town still has to interview the Planning and Development Director Position. Dates for this have yet to be set, but hopefully are before the end of the calendar year.
- *Utility Billing* – We have been consistently having about 100 water shut-offs on a monthly basis due to nonpayment for more than 60 days. This month, we began taking a more proactive approach to try and reduce this number by sending formal disconnection notices to those accounts that are delinquent and subject to disconnection around the middle of the month. We are hopeful this causes better action by the water customer and will in effect save time and money spent by staff to disconnect the services as required. We will let you know if this was an effective method to change behaviors.
- *Recreation Center Construction* – Construction continues on the Town’s new recreation center. Currently construction is still on schedule. The only issue to date thus far has been one section where the piers for the foundation installation had softer than expected soils.

A new design for this specific area has been addressed and approved by the structural engineer.

- *Public Works Director Meet & Greet* – Thank you to all Council Members and staff who attended the meet and greet on the 10th of December. Our candidate has been sent an offer of employment and once final acceptance is received we will formally announce the individual.

Planning Department

- *Building Permit Software* – After review of the permitting software available from ProCode for the Town, we anticipate moving from the excel spreadsheets in the middle of January 2019. This will help us to be more efficient in all aspects of the building permit process. The software also has a component we will begin exploring for development and planning review elements as well in early January.

Public Works Department

Streets

- *Street Maintenance* – Crews have crack sealed the roads of Green Wing and Goldeneye in the Pioneer Ridge Neighborhood. We continue to crack seal this neighborhood as weather permits and when completed we will move to another neighborhood to continue the maintenance.
- *Road Grading* – Town street crew graded 8 miles of gravel roads in town. Ditches on CR46 have been cleaned out of gravel to maintain proper drainage which will help to prevent more rapid deterioration of the gravel roadways.
- *Addition to the team* – Streets department added a new fulltime employee (Bob Bellows) to the team. Bob joins our team and brings 17 years of experience with CDOT with him.

Water & Wastewater Treatment Plant

- *NOCO Engineering Company* – NOCO is working on design for replacement piping in the filter building basement at the Water Treatment Plant and DAF saturator system that is to be installed in early 2019. This is one of the many components that will help us get to 7.5 Million Gallons per Day (MGD) on our Water Treatment Plant. The ultimate capacity of the WTP is 10 MGD, but additional components will need to be installed to reach this limit in the future.
- *Maintenance Items* – Staff is working on yearly maintenance for the DAF at the WTP including: draining and cleaning basins and inspecting all mechanical equipment for the system. New conduit has been placed in the same trench used for the gates currently being installed. We proactively added this to be used for future project needs at the cemetery.
- *New Fan Press for Low Point* – The Nalco Rep came out and ran a jar test to see if we can optimize the polymer for better results when using our fan press which is set to be delivered on December 21st.
- *Dale's Environmental Services (DES)* – DES completed the sewer cleaning and lift station cleaning project for the 2018 contract. While in the area, they also cleaned the sand and gravel interceptor at the Town Shop.

AGENDA ITEM 10A

RESUBDIVISION OF OUTLOT D

(Corbett Glen Filing No. 4)

(Public Hearing)

***PUBLIC HEARING PROCEDURE – Resubdivision of Outlot D and Lot 4, Block 5, Corbett Glen Filing No. 4 - Final Plat**

1. Open public hearing.
2. Receive information from staff.
3. Receive information from applicant.
4. Receive information from public.
 - a. Ask to hear from anyone who supports the Final Plat.
 - b. Ask to hear from anyone who opposes the Final Plat.
5. Receive rebuttal from applicant. [*Discretionary and only if warranted at the time.*]
6. Additional questions from Council, if any. (*Council may ask questions at any time until the hearing is closed.*)
7. Close the public hearing.
8. Discussion and deliberation among Council.
9. Make a decision and/or motion from Council.

SUGGESTED MOTIONS

For Approval:

I move to approve the Resubdivision of Outlot D and Lot 4, Block 5, Corbett Glen Filing No. 4 - Final Plat (subject to conditions....).

For Denial:

I move to deny approval of the Resubdivision of Outlot D and Lot 4, Block 5, Corbett Glen Filing No. 4 - Final Plat

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: December 17, 2018

ITEM NUMBER:

SUBJECT: *Public Hearing- Resubdivision of Outlot D and Lot 4, Block 5, Corbett Glen Filing No. 4 - Final Plat

ACTION PROPOSED: Consider Approval of Final Plat

PRESENTED BY: Mr. John Franklin, Town Planner

AGENDA ITEM DESCRIPTION: The applicant, Twin Silos, LLC, has submitted a request for approval of a final re-subdivision plat for a parcel of land located north of Ballentine Blvd. and south of Dunbar Way.

The resubdivision plat consists of a lot line adjustment for Lot 4, Block 5 and creation of 6 single family lots ranging in size from 7,957sf to 12,881sf. Outlot D was approved as open space due to an existing oil and gas well and Town-required buffer area. In November, 2017 the well was formally abandoned and capped in accordance with Colorado Oil and Gas Conservation Commission (COGCC) rules. A copy of documentation provided by Extraction Oil and Gas is attached. The additional lots will not, according to the Town Engineer, significantly impact sanitary sewer capacity. The property is included in the existing water and sewer service agreement. Public improvements, including water sewer curb/gutter/sidewalk and streets are substantially complete to serve the lots.

The Planning and Zoning Commission held a public hearing on November 14, 2018 and voted to recommend approval of the final plat subject to conditions:

1. That the abandoned flowlines in Outlot D be removed prior to building permits.
2. The abandoned well site be marked to avoid damage.
3. That if the Town determines that if Outlot D had not been proposed for irrigation, the owner will need additional water rights to serve the lots prior to development..

Follow up:

The applicant has worked with Front Range Fire Rescue and the oil and gas Operator to resolve the flow lines concerns. There appears to be adequate surplus water rights credits for the proposed lots.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: The Planning and Zoning Commission has recommended approval subject to conditions.

SUGGESTED MOTIONS:

For Approval: I move to approve the Resubdivision of Outlot D and Lot 4, Block 5, Corbett Glen Filing No. 4 - Final Plat (subject to the following condition(s)...).

For Denial: I move to deny approval of the Resubdivision of Outlot D and Lot 4, Block 5, Corbett Glen Filing No. 4 - Final Plat.

Reviewed:

Town Manager

**PLANNING AND ZONING
COMMISSION**

SUMMARY MINUTES

**SUMMARY MINUTES
PLANNING & ZONING COMMISSION
WEDNESDAY, November 14, 2018
COUNCIL CHAMBERS
450 S. PARISH AVE.**

1. **CALL TO ORDER:** *Vice Chair Montez opened the meeting at 7:00 pm.*
2. **ROLL CALL:** *Present were Commissioners Kiovsky, Eady, Montez, Kingsolver and Storms.*
3. **PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA:** *None.*
4. **PUBLIC HEARINGS:**

A. Amended Outline Development Plan – Ridgeview Ranch PUD: *Vice Chair Montez opened the hearing at 7:05pm. Town Planner Franklin introduced the item and presented the staff's report. Applicant's Representative Joe Sifter discussed the request and answered questions from the Commissioners.*

Commissioner questions:

What about the access to Hwy 60? (Will contact the owner to the north re access possibilities)

The properties are zoned PUD-R, and the 16- acre parcel is PUD-B. How can residential uses fit in the PUD-B without justification for rezoning? (Will need to address possibly a residential overlay with the preliminary plat/plan)

Concern with first access to High Plains Blvd. as it is not a collector (will be emergency access only, the second access will be a major collector.

Issue of access control plan for Hwy 60? (High Plains Blvd. will be primary access to Hwy 60)

Traffic impact study will be submitted? (yes with preliminary plat)

Oil and gas locations and safety? (possibly work with Anadarko to relocate well)

Railroad? (Will approach Railroad to not store cars. Providing a buffer)

Adequate water? (Some rights available with property for 2/3rd of property)

Sewer? (Looking at a main running east to Clearview; alternate routes)

Issues with Home Supply Ditch? (Not yet – may be a buffer; not a drainage issue as ditch is upstream, but will check)

Vice Chair Montez called for public comment.

Public Comment: None

Vice Chair Montez closed the hearing at 7:39 pm. and called for discussion and motions.

Motion by Commissioner Storms, seconded by Commissioner Kingsolver to approve the amended Outline Development Plan for Ridgeview Ranch with the following condition(s):

1. *The Applicant should work for compliance with comments from Town staff, Town Engineer and Johnstown Fire District.*
2. *Refer to August 21, 2018 Phelps Engineering letter Section B. Authority and specifically sub-paragraphs a. and b. are subject to Town of Johnstown Town Code which shall prevail in the event of any inconsistencies.*
3. *Under directions [to the applicant], that the Town is open to the uses or intent of the PUD-B in addition to those resident uses discussed in the ODP submittal for the 16 acres mentioned in the zoning ordinance.*

Unanimous.

B. Replat of Outlot D, Corbett Glen Filing No.4: Vice Chair Montez opened the hearing at 7:55pm. Town Planner Franklin introduced the item and presented the staff's report. The Owner, Graham DeWitt, Twin Silos, LLC presented the request and answered questions from the Commissioners.

Commissioner Questions:

. Vice Chair Montez called for public comment.

Public Comment: None

Vice Chair Montez closed the hearing at 8:40 pm. and called for discussion and motions. Motion by Commissioner Eady, seconded by Commissioner Storms to approve the Replat of Outlot D, Corbett Glen Filing No.4 with the following condition(s):

1. That the abandoned flowlines in Outlot D be removed prior to building permits.
2. The abandoned well site be marked to avoid damage.
3. That if the Town determines that Outlot D has not been proposed for irrigation, the owner will need additional water rights to serve the lots prior to development.

Unanimous.

5. NEW BUSINESS:

A. Approval of Minutes of September 12, 2018: Motion by Commissioner Kingsolver, seconded by Commissioner Kioovsky to approve the minutes with one correction.

Unanimous.

B. County Referrals: *None.*

6. STAFF REPORT: Town Planner Franklin discussed the following:

A. Recent Town Council Actions: Budget amended to provide additional funds for various items including the Rec Center. CDOT worksession regarding the Town takeover of the frontage road.

B. Applications in Review: Commissioner Storms discussed the latest move with the Martin Marietta application. The property was acquired by a railroad utility company (Rock and Rail), ignored the zoning and appeals and is proceeding to operate.

C. Project and Program Updates: Town Planner Franklin announced his retirement at the end of December 2018.

7. COMMISSIONERS' ITEMS:

8. ADJOURN: Vice Chair Montez adjourned the meeting at 8:56 pm.

Respectfully submitted by John Franklin, Town Planner, as Secretary to the Commission.

**STAFF REPORT
TO
PLANNING AND ZONING
COMMISSION**

AGENDA MEMORANDUM

TO: Johnstown Planning and Zoning Commission
FROM: John Franklin, Town Planner
DATE: For November 14, 2018
SUBJECT: Public Hearing Regarding a Replat of Outlot D and Lot 4,
Block 5, Corbett Glen Filing No. 4

Property Information:

Applicant: Graham Dewitt, Twin Silos, LLC and Scott Hayward (Lot 4
Block 5)

Owner: Twin Silos, LLC and Scott Hayward

Location: North of Ballentine Blvd., at Dunbar Way

Property Size: Outlot D is 1.3± acres

Comprehensive Plan Designation: Residential

Current Zoning: SF-1 Single Family Residential

Current Use(s) of Property: Vacant

Surrounding Land Uses/Zoning:

- North: Single family residential, SF-1
- South: Single Family Residential/SF-1
- East: Single Family Residential/SF-1
- West: Single Family Residential/SF-1

Summary of Application: The owner of Outlot D, and of Lot 4, Block 5 immediately to the north have requested Town approval of a re-subdivision of Outlot D for 6 single family residential lots and a lot line adjustment for Lot 4, Block 5. Outlot D was approved as open space due to an existing oil and gas well and Town -required buffer area. In November, 2017 the well was formally abandoned and capped in accordance with Colorado Oil and Gas Conservation Commission (COGCC) rules. A copy of documentation provided by Extraction Oil and Gas is attached.

Lot 4 is proposed to be enlarged from 12,496sf to 15,423 sf. The lot is re-designated in the replat as Lot 1.

Prior Actions: The property, part of Sloan Farm, was annexed and zoned in 1996. Filing 4 was approved in 2005. The subdivision improvements are completed, except for landscaping.

Technical Analysis

Public Health and Safety Impacts: After consulting with the Front Range Fire Authority (comments attached) the abandoned flow lines should be located and removed prior to development.

Mineral Interests and Operations: In 2017, Extraction Oil and Gas completed an abandonment process authorized by the COGCC. The Town requested certification of the abandonment process. The capped well has been located on a common lot line which minimizes the risk of damage to the cap from construction. Because the well was active and product flow line was constructed from the well head, there is always the potential risk of product leaking into adjoining lots.

There are no more oil/gas wells or production facilities approved for the site.

Parks and Open Space: Outlot D was designated as private open space due to the existing oil and gas well, which has been abandoned. Other open space outlots are in Filing 4.

Water and Sewer Service: According to the Town Water resource Engineer, the property was included in the original water demand analysis, but was not to be irrigated. Thus, additional lots will likely require supplemental dedication of water rights. Outlot D may have had water rights allocated for irrigation; the Town is evaluating the original demand analysis. Lot 4 is a developed lot.

The additional six lots will slightly exacerbate limited sewer capacity in the service area. Corbett Glen is served by the North Central Gateway Interceptor sewer, which has limited capacity due to the (temporary) inflow of the Clearview Lift Station and force main. The Town Engineer has determined that the added flow is not sufficient to be an immediate concern.

Attachments: Replat, application, referral comments.

Municipal Code:

Sec. 17-64. Resubdivision procedures.

(a) Resubdivision of land or changes to a recorded plat shall be considered a subdivision, and it shall comply with these regulations, with the

following exceptions. Lot lines may be revised from those shown on the recorded plat, provided that in making such changes:

(1) No lot or parcel of land shall be created or sold that is less than the minimum requirements for area or dimension as established by these regulations, the zoning ordinance or other applicable regulations or ordinances;

(2) Drainage easements or rights-of-way reserved for drainage shall not be changed, unless supported by complete engineering data;

(3) Street locations and street rights-of-way shall not be changed; and

(4) The plat shall not be altered in any way which will adversely affect the character of the plat filed.

(5) For a lot line adjustment meeting the foregoing requirements, an administrative review by the Town Planner without a formal hearing shall be sufficient. A revised plat with signatures of both the Town Planner and the Mayor shall be filed and recorded with the records of the County Clerk and Recorder.

(b) A copy of all final plat revisions shall be resubmitted to the Planning and Zoning Commission and the Board of Trustees for their review.

(c) Where the resubdivision complies with the appropriate requirements of these regulations, a plat indicating the resubdivision shall be submitted to the Planning and Zoning Commission and the Board of Trustees for their endorsements, prior to the filing of such plat with the County Clerk and Recorder. Such plats shall specifically indicate the revisions being made compared to the previously recorded plat.

Crucial Referral Responses: The Fire District recommends locating and removing the abandoned flow lines.

Technical Findings:

1. Outlot D was established to allow for an existing well and to provide a buffer to benefit single family lots.
2. The well and related flowlines were abandoned under Colorado Oil and Gas Conservation Commission rules.
3. Public improvements along the Outlot frontages have been completed and accepted.
4. Outlot D may or may not have had water rights dedicated for landscaping - this is in review.

Staff Recommendation:

Staff recommends approval with conditions, as follows.

1. That the abandoned flowlines in Outlot D be removed prior to building permits.
2. The abandoned well site be marked to avoid damage.
3. That if the Town determines that if Outlot D had not been proposed for irrigation, the owner will need additional water rights to serve the lots prior to development.

Planning Commission Action

1. Recommendation:

"I move that the Commission recommend approval of the Replat of Outlot D and Lot 4, Block 5, Corbett Glen Filing No. 4"

Or,

2. Recommendation with Conditions:

"I move that the Commission recommend approval of the Replat of Outlot D and Lot 4, Block 5, Corbett Glen Filing No. 4 with the following condition(s):

- a) _____;
- b) Etc."

Or,

3. Recommend denial:

"I move that the Commission recommend denial of the Replat of Outlot D and Lot 4, Block 5, Corbett Glen Filing No. 4 for the following reasons:

- a) _____;
- b) _____;
- c) Etc."

APPLICATION

Johnstown

450 S. Parish Ave. Johnstown, CO 80534
Ph: 970-587-4664 Fax: 970-587-0141

COMMUNITY DEVELOPMENT APPLICATION

Date: 10/12/18

Project Name: Final Amended Plat of Tract D of Corbet Crt. Filing 4

Application is for: Annexation Zoning Subdivision USR Cond. Use Other _____

Landowner: Twin Silos, LLC

Address: Tract D Corbet Crt. Filing No 4
Johnswn Co 80534

Telephone: 720-903-0408

Authorized Applicant/Representative: Graham Dewitt

Address: 8108 Ralston Rd.
Arvada Co 80002

Telephone: 720-903-0408 Fax Number: _____ E-Mail: grahdew@comcast.net

Landowner Authorization:

The undersigned affirms ownership of the property pertaining to this application, and hereby applies to the Town of Johnstown, Colorado for the above indicated development review process, and authorizes the individual or company stated as "authorized representative" to represent me/us in all aspects of said process.

[Signature]
Signature of Landowner

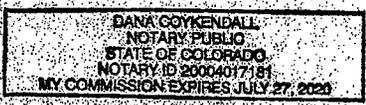
Signature of Landowner

STATE OF COLORADO)
COUNTY OF Jefferson) ss

The foregoing application was subscribed and sworn to before me this 12th day of October, A.D., 2018, by Graham Dewitt, Manager

Witness my hand and official seal.

My commission expires: 7-27-2020



[Signature]
Notary Public

Town of

Johnstown

450 S. Parish Ave. Johnstown, CO 80534
Ph: 970-587-4664 Fax: 970-587-0141

Date: 10/13/18 **COMMUNITY DEVELOPMENT APPLICATION**

Project Name: Final Amended Plat of Tract D of Corbett Glen Filing 4

Application is for: Annexation Zoning Subdivision USR Cond. Use Other _____

Landowner: Penny L Hayward and Scott Hayward

Address: 344 Celtic Lot 4 Block 5 Corbett Glen Filing 4
Johnstown Co 80234

Telephone: 970-481-4996

Authorized Applicant/Representative: _____

Address: _____

Telephone: _____; Fax Number: _____; E-Mail: _____

Landowner Authorization:

The undersigned affirms ownership of the property pertaining to this application, and hereby applies to the Town of Johnstown, Colorado for the above indicated development review process, and authorizes the individual or company stated as "authorized representative" to represent me/us in all aspects of said process.

Scott Hayward
Signature of Landowner

Penny L Hayward
Signature of Landowner

STATE OF COLORADO)
)ss
COUNTY OF)

The foregoing application was subscribed and sworn to before me this 13 day of October, A.D.,
by Kenneth Scott Hayward Penny L Hayward

Witness my hand and official seal.

My commission expires: 3/16/2022

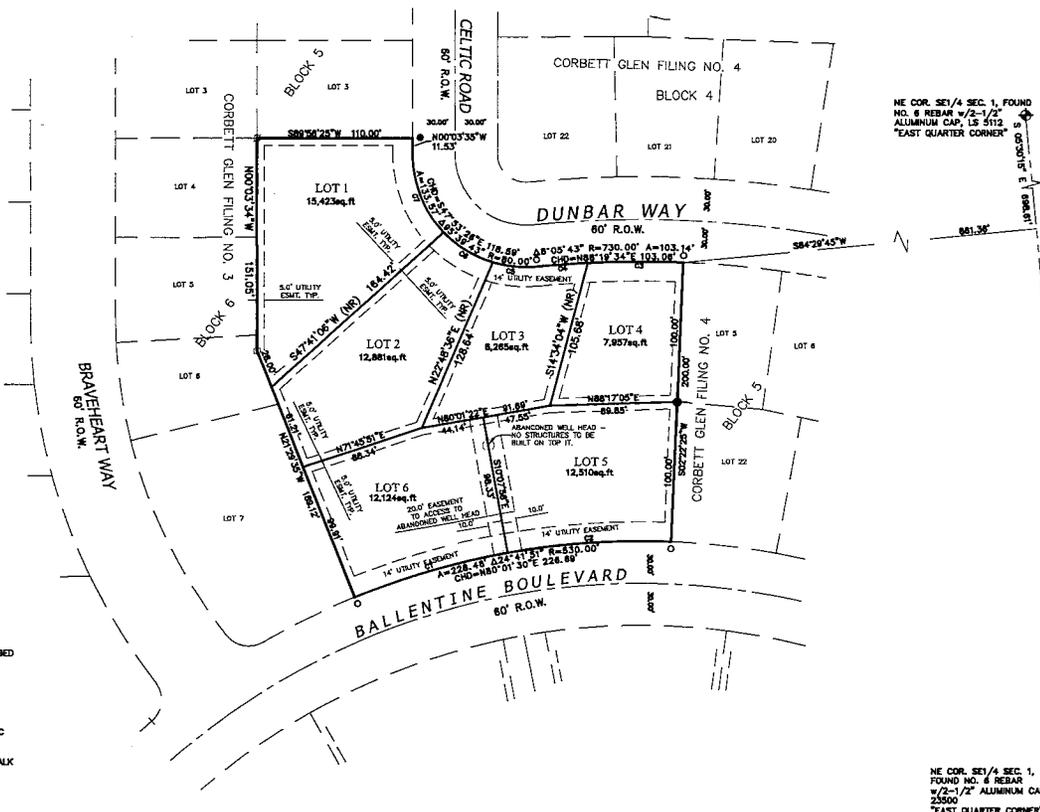
Angela D Diekhoff
Notary Public

ANGELA D DIEKHOFF
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104007839
MY COMMISSION EXPIRES MARCH 16, 2022

FINAL PLAT

FINAL AMENDED PLAT OF TRACT D, OF CORBETT GLEN FILING 4

A RESUBDIVISION OF OUTLOT "D" AND LOT 4 BLOCK 5 OF CORBETT GLEN FILING NO. 4 FOURTH FILING TO THE TOWN OF JOHNSTOWN, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, WELD COUNTY, COLORADO.

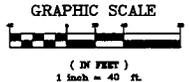


KNOW ALL MEN BY THESE PRESENTS that we, the undersigned being all the owners and lessors of the following described property in the County of Weld, State of Colorado, to wit: Outlot D and Lot 4 Block 5 of Corbett Glen Filing No. 4 according to the final plat as recorded September 21, 2006 as Document Number 3324099 in the Weld County Clerk's Records, do hereby state that we have agreed to amend the said Outlot D and Lot 4 Block 5 of Corbett Glen Filing No. 4 as shown on the attached map and hereby set aside said portion of land and designate the same as the Amended Plat of Tract D, Of Corbett Glen Filing 4, and we hereby dedicate to the public those portions of said real property which are labeled as easements on the accompanying plat as shown on this map as so qualified here on, and do further certify that the labels of said interests, the dimensions of the lots and blocks and the names and numbers thereof are correctly designated on said plat.

BY: Graham Dewitt
AS: Registered Agent
OF: TWIN SILOS, LLC
STATE OF COLORADO }
COUNTY OF WELD } SS.
The foregoing instrument was acknowledged before me this ____ day of ____ A.D., 20____ BY Graham Dewitt as Registered Agent for TWIN SILOS, LLC.
My notarial commission expires _____
NOTARY PUBLIC _____

OWNER AND LIEN HOLDER OF LOT 4 BLOCK 5 (NOW LOT 1)
BY: KENNETH SCOTT HAYWARD and PERRY L. HAYWARD
STATE OF COLORADO }
COUNTY OF WELD } SS.
The foregoing instrument was acknowledged before me this ____ day of ____ 20____ A.D., Kenneth Scott Hayward and Perry L. Hayward.
My notarial commission expires _____
NOTARY PUBLIC _____

TWIN SILOS, LLC
This plat, to be known as the AMENDED PLAT OF TRACT D, OF CORBETT GLEN FILING 4, was approved as a final subdivision.
By: Tom Phelan
Mayor
This plat, to be known as the AMENDED PLAT OF TRACT D, OF CORBETT GLEN FILING 4, is approved and accepted by the Town of Johnston as a final subdivision.
By: Mayor
Attest: Tom Clark



- ◆ INDICATES CONTROL CORNER AS DESCRIBED HEREON
- ◆ FOUND 5/8" REBAR AND CAP LS 23425
- FOUND DISK IN CONCRETE BY LS 23425 AS 5.00' WITNESS TO LOT CORNER
- SET 1/2" REBAR WITH GREEN 1" PLASTIC CAP STAMPED "PLS 20876"
- SET 1" BRASS DISK ON CONCRETE SIDEWALK AT 5.00' OFFSET TO LOT CORNER



SURVEYOR'S CERTIFICATE

I, Michael J. DeDecker, a Professional Land Surveyor in the State of Colorado, do hereby state that this plat accurately represents the results of a survey made by me or under my direct supervision and done in accordance with applicable State of Colorado requirements.

Michael J. DeDecker, P.L.S.
Professional Land Surveyor
Colorado Registration No. 20876

NOTES:
1. BEARS OF BEARINGS USED IN THE PREPARATION OF THIS PLAT IS NORTH 05°20'15" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 1 TOWNSHIP 4 NORTH, RANGE 68 WEST, AS MONUMENTED BY A #6 REBAR WITH A 2" ALUMINUM CAP PLS 5112 AT THE EAST QUARTER CORNER AND A NUMBER #6 REBAR WITH A 2" ALUMINUM CAP PLS 5112 REBAR AT THE SOUTHEAST CORNER OF SAID SECTION 1.
2. THIS PLAT RECONFIGURES LOT 4, BLOCK 5, AND OUTLOT D OF CORBETT GLEN FILING NO. 4 AS SHOWN ON THE FINAL PLAT RECORDED SEPTEMBER 21, 2006, AS DOCUMENT NUMBER 3324099 IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER, ALL COVENANTS, AGREEMENTS OR RESTRICTIONS ASSOCIATED WITH THE ORIGINAL PLAT REMAIN IN EFFECT.

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT ON THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF SURVEY SHOWN HEREON.

DATE	RECORD OF ISSUE	BY
12-10-17	FINAL RECORD	MJD
08-07-18	RECORDED	MJD
08-07-18	RECORDED	MJD

DEDECKER
LAND SURVEYING
600 HAYWARD DRIVE, SUITE 80837
LOVELAND, COLORADO 80537
C (970) 217-2331 / (970) 663-2013

TWIN SILOS, LLC
AMENDED PLAT OF TRACT D, OF
CORBETT GLEN FILING 4

CLIENT AND PROJECT	REVISION
TWIN SILOS, LLC	01
AMENDED PLAT OF TRACT D, OF CORBETT GLEN FILING 4	01
DRAWN: MJD	DATE: DECEMBER 10, 2017
CHECKED:	SCALE: 1"=40'
APPROVED:	PROJECT NO. 2017-08
DATE: DECEMBER 10, 2017	REVISION NO.
MODEL:	DRAWING NO. 01
SHEET:	SHEET 1 OF 1

**Oil and Gas Well Abandonment
Documentation**

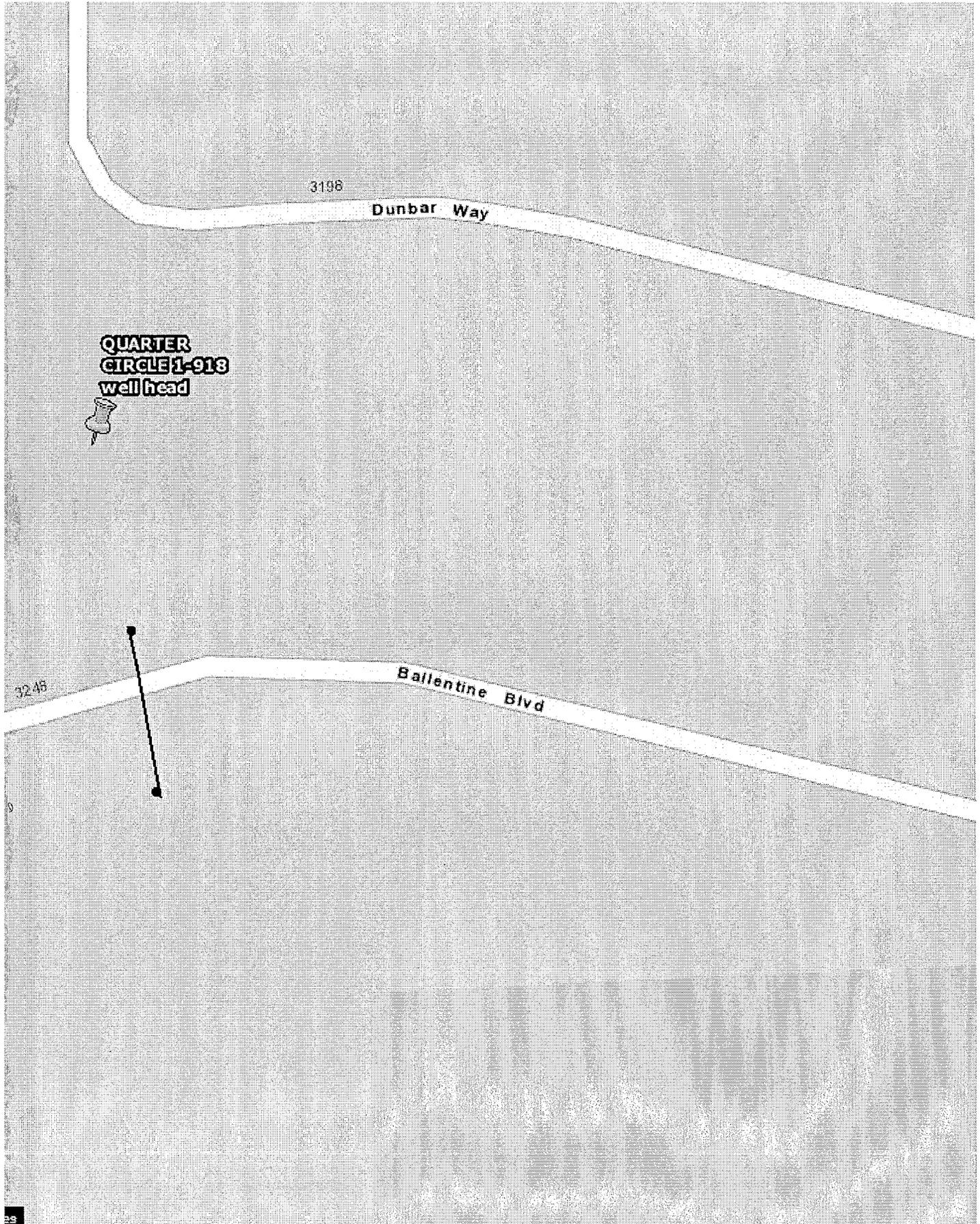
John Franklin

From: Patty Varra <pvarra@extractionog.com>
Sent: Monday, July 23, 2018 10:14 AM
To: John Franklin
Subject: RE: P&A courtesy notification
Attachments: form6.pdf; form42flineabandonment.pdf

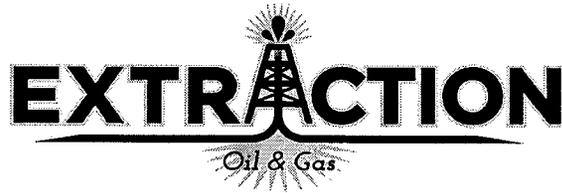
Good morning John,

I apologize for the delay in getting back to you. Attached please find both the well and pipeline abandonment reports submitted to the COGCC. Below is a map with the well head and pipeline locations. The well head is located at Lat/Long: 40.34045/-104.94602.

While the reports don't indicated the depth of the wellbore cut, the state requires it be a minimum of 6', and we typically cut at a depth between 8' and 12'. While the depth of the abandoned flowlines is not defined, they have been fully flushed and capped at both ends. The lines are not connected to a source or capable of transportation of fossil fuels.



Please let me know if you have any questions.



Hello John,

Pursuant to your request, enclosed please find both the well and pipeline abandonment reports submitted to the COGCC for our Quarter Circle 1-918 P&A.

As we have discussed previously, approximately 125' of the east line crossing (at the entrance of the subdivision) was left in place under the asphalt and along the sidewalk going west due to the utility line which is running parallel above the decommissioned line. We didn't want to risk pulling out the utility lines or damaging the asphalt. Also, approximately 60' of the west line crossing (inside the subdivision) was left in place due to proximity to the utilities line.

On both of the decommissioned lines left in place there are GPS points for reference as indicated in the chart below and referenced in the map on page two of this letter. While the depth of the abandoned flowlines is not defined in the reports, they are located at approximately 10 feet. There are sewer and water lines running in the roadway which make it challenging to verify the depths of the lines without tearing up the asphalt.

The decommissioned lines have been fully flushed and capped at both ends. The lines are not connected to a source or capable of the transportation of fossil fuels.

ENDCAPDEPT	NOTE	Lat	Long
End Cap	End cap of abandoned flow line	40.34000050730	- 104.94590299600
End Cap	End cap of abandoned flow line	40.33961515780	- 104.94288825900
End Cap	End cap for abandoned flow line	40.34004396770	- 104.94256198000
End Cap	End cap of abandoned flow line	40.34024112670	- 104.94595379200
Corner Point	Corner Point of Abandoned Flow Line	40.33963542350	- 104.94249658300

EXTRACTION

Oil & Gas



Please let me know if you have any questions.

Sincerely,

Patty Varra

Municipal Coordinator

Document Number:
401564795

Date Received:
03/06/2018

WELL ABANDONMENT REPORT

This form is to be submitted as an Intent to Abandon whenever an abandonment is planned on a borehole. After the abandonment is complete, this form shall again be submitted as a Subsequent Report of the actual work completed. The approved intent shall be valid for six months after the approval date, after that period, a new intent will be required. Attachments required with the Intent to Abandon are wellbore diagrams of the current configuration and the proposed configuration with plugs set. A Subsequent Report of Abandonment shall indicate the actual work completed. Attachments required with a Subsequent Report are a wellbore diagram showing plugs that were set and casing remaining in the hole, the job summaries from all plugging contractors used, including wireline and cementing (third party verification) and any logs that may have been run during abandonment.

OGCC Operator Number: 10459 Contact Name: Philip Antonioli

Name of Operator: EXTRACTION OIL & GAS INC Phone: (720) 354-4603

Address: 370 17TH STREET SUITE 5300 Fax: _____

City: DENVER State: CO Zip: 80202 Email: PAntonioli@extractionog.com

For "Intent" 24 hour notice required, Name: _____ Tel: _____

COGCC contact: Email: _____

API Number 05-123-17947-00

Well Name: QUARTER CIRCLE Well Number: 1-918

Location: QtrQtr: NESE Section: 1 Township: 4N Range: 68W Meridian: 6

County: WELD Federal, Indian or State Lease Number: 63613

Field Name: WATTENBERG Field Number: 90750

Notice of Intent to Abandon Subsequent Report of Abandonment

Only Complete the Following Background Information for Intent to Abandon

Latitude: 40.340450 Longitude: -104.946020

GPS Data:
Date of Measurement: 05/09/2007 PDOP Reading: 2.3 GPS Instrument Operator's Name: Paul Tappy

Reason for Abandonment: Dry Production Sub-economic Mechanical Problems

Other _____

Casing to be pulled: Yes No Estimated Depth: _____

Fish in Hole: Yes No If yes, explain details below

Wellbore has Uncemented Casing leaks: Yes No If yes, explain details below

Details: _____

Current and Previously Abandoned Zones

Formation	Perf. Top	Perf. Btm	Abandoned Date	Method of Isolation	Plug Depth
J SAND	7560	7600	11/20/2017	B PLUG CEMENT TOP	7500

Total: 1 zone(s)

Casing History

Casing Type	Size of Hole	Size of Casing	Weight Per Foot	Setting Depth	Sacks Cement	Cement Bot	Cement Top	Status
SURF	12+1/4	8+5/8	23	509	333	509	0	VISU
1ST	7+7/8	3+1/2	7.7	7,698	335	7,698	6,318	CBL

Plugging Procedure for Intent and Subsequent Report

CIBP #1: Depth 7500 with 20 sacks cmt on top. CIPB #2: Depth 6350 with 2 sacks cmt on top.
 CIBP #3: Depth 250 with 2 sacks cmt on top. CIPB #4: Depth _____ with _____ sacks cmt on top.
 CIBP #5: Depth _____ with _____ sacks cmt on top.

NOTE: Two(2) sacks cement required on all CIBPs.

Set <u>100</u> sks cmt from <u>660</u> ft. to <u>378</u> ft.	Plug Type: <u>STUB PLUG</u>	Plug Tagged: <input checked="" type="checkbox"/>
Set _____ sks cmt from _____ ft. to _____ ft.	Plug Type: _____	Plug Tagged: <input type="checkbox"/>
Set _____ sks cmt from _____ ft. to _____ ft.	Plug Type: _____	Plug Tagged: <input type="checkbox"/>
Set _____ sks cmt from _____ ft. to _____ ft.	Plug Type: _____	Plug Tagged: <input type="checkbox"/>
Set _____ sks cmt from _____ ft. to _____ ft.	Plug Type: _____	Plug Tagged: <input type="checkbox"/>

Perforate and squeeze at _____ ft. with _____ sacks. Leave at least 100 ft. in casing _____ CICR Depth
 Perforate and squeeze at _____ ft. with _____ sacks. Leave at least 100 ft. in casing _____ CICR Depth
 Perforate and squeeze at _____ ft. with _____ sacks. Leave at least 100 ft. in casing _____ CICR Depth
(Cast Iron Cement Retainer Depth)

Set 100 sacks half in. half out surface casing from 660 ft. to 378 ft. Plug Tagged:
 Set 15 sacks at surface
 Cut four feet below ground level, weld on plate Above Ground Dry-Hole Marker: Yes No
 Set _____ sacks in rat hole Set _____ sacks in mouse hole

Additional Plugging Information for Subsequent Report Only

Casing Recovered: 560 ft. of 8+5/8 inch casing Plugging Date: 11/27/2018
 *Wireline Contractor: Cased Hole *Cementing Contractor: O-Tex
 Type of Cement and Additives Used: Thermal Class G, and Class C w/ Migraseal
 Flowline/Pipeline has been abandoned per Rule 1105 Yes No *ATTACH JOB SUMMARY

Technical Detail/Comments:

I hereby certify all statements made in this form are, to the best of my knowledge, true, correct, and complete.

Signed: _____ Print Name: Philip Antonioli
 Title: Production Engineer Date: 3/6/2018 Email: PAntonioli@extractionog.com

Based on the information provided herein, this Well Abandonment Report (Form 6) complies with COGCC Rules and applicable orders and is hereby approved.

COGCC Approved: _____ Date: _____

CONDITIONS OF APPROVAL, IF ANY:

COA Type	Description

Attachment Check List

<u>Att Doc Num</u>	<u>Name</u>
401564795	FORM 6 SUBSEQUENT SUBMITTED
401564814	WELLBORE DIAGRAM
401564825	GYRO SURVEY
401565400	WIRELINER JOB SUMMARY
401565401	WIRELINER JOB SUMMARY
401565402	CEMENT JOB SUMMARY
401565403	CEMENT JOB SUMMARY
401565405	CEMENT JOB SUMMARY
401565406	CEMENT JOB SUMMARY
401565409	CEMENT JOB SUMMARY

Total Attach: 10 Files

General Comments

<u>User Group</u>	<u>Comment</u>	<u>Comment Date</u>
		Stamp Upon Approval

Total: 0 comment(s)

FORM
42
Rev
03/15

State of Colorado
Oil and Gas Conservation Commission

1120 Lincoln Street, Suite 801, Denver, Colorado 80203
Phone: (303) 894-2100 Fax: (303) 894-2109



OGCC RECEPTION

Receive Date:

01/26/2018

Document Number:

401527225

FIELD OPERATIONS NOTICE

The Form 42 shall be submitted as required by Rule, Notice to Operators, Policy, or Condition of Approval.
A Form 42 Update shall be submitted to revise the scheduled date or time on a previous Form 42 - Advance Notice of Field Operations.
A Form 42 Update must be for the same well, location, or facility and for the same Field Operation as a previous Form 42.
NOTE: Operator's Contact for Advance Notices of Field Operations should be available 24 hours a day, 7 days a week and should have the most current scheduling information for the operation. Operator's Contact for other notices should be able to respond to questions regarding the reported information.

Update of a previous Form 42 Notice NO

Entity Information

OGCC Operator Number: 10459 Contact Person: Jamie Kempema
Company Name: EXTRACTION OIL & GAS INC Phone: (970) 576-3447
Address: 370 17TH STREET SUITE 5300 Fax: ()
City: DENVER State: CO Zip: 80202 Email: jkempema@extractionog.com

API #: 05 - 123 - 17947 - 00 Facility ID: _____ Location ID: _____
Facility Name: QUARTER CIRCLE 1-918 Submit By Other Operator
Sec: 1 Twp: 4N Range: 68W QtrQtr: NESE Lat: 40.340450 Long: -104.946020

FLOWLINES ABANDONED - per RULE 1103

Date completed: 10/23/2017

I hereby certify all statements made in this form are, to the best of my knowledge, true, correct and complete.

Print Name: Jamie Kempema Email: jkempema@extractionog.com
Signature: _____ Title: Operations Tech Date: 01/26/2018



370 17th Street, Suite 5300
Denver, CO 80202

Hello,

We at Extraction Oil & Gas wanted to contact you to let you know that we will be removing and reclaiming a well site near your neighborhood. The location of the well site to be removed and reclaimed is outlined on the map on the reverse side of this card. The process to plug this well and begin reclamation is anticipated to begin in or around mid to late November. In anticipation of the removal of this well, related flowlines will be decommissioned and/or removed. This work began in late October and is anticipated to be completed by early November.

The rig work will take approximately one week to complete. Operations will be Monday- Friday and daylight hours only. During this time, you may see a slight increase in the number of trucks on nearby roads, however we will minimize our traffic during commuting hours to ensure that we reduce traffic impacts. Additionally, you will temporarily see a workover rig (also as pictured on the reverse side) on this site, as we permanently seal this well. Once the decommissioning process is complete, this site will be fully reseeded with native grasses and then monitored until the site is revegetated. If you have any questions about these operations, please contact us via our drilling hotline at 720-281-3105.

We thank you for your patience throughout this process to responsibly develop the energy resources we all use each day.

(See reverse for more details)

extractionog.com

**TOWN STAFF, ADVISORS AND
OUTSIDE AGENCIES COMMENTS**



November 7, 2018

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

RE: Corbett Glenn Filing No. 4
Replat of Tract D
TTG Job. No. 127-110 (18001183.22)

Dear Mr. Franklin,

We have reviewed the referral package as received on 10/24/18 for the above referenced Project.

The package as submitted and reviewed consists of the following:

- Final Plat - Corbett Glenn Filing No. 4, Weld Co. Rec. # 3324699.
- Final Amended Plat of Tract D, Corbett Glenn Filing No. 4, 8/7/18 Revision, by Dedecker Land Surveying.

We have the following comments:

GENERAL COMMENTS:

1. Submittals Not "Signed/Sealed"

The submitted Amended Plat document does not appear to have been signed/sealed by the appropriate professional surveyor, nor are the certifications signed/dated. The appropriate sealing and certifications should be completed prior to Town acceptance of the Plat for recordation.

2. Site Location:

The Project consists of the proposed replat of Outlot D (1.30 +/- acres) and Block 5, Lot 4 (0.29 +/- acres), of the Corbett Glenn Filing No. 4 into six new lots (ranging from 0.18 to 0.35 acres +/- each).

Existing Outlot D was previously an Extraction Oil & Gas well site. Communications to the Town from Extraction Oil & Gas indicates that the well site has been abandoned, and that the well has been capped (or will be shortly), and that the remaining lines have been disconnected, flushed and capped at both ends. The Town may wish to request a formal confirmation that remaining site closure work, if any, has been completed in conformance with applicable Colorado Oil and Gas Conservation Commission standards.

3. Public Water:

- a. The submitted documents do not show any of the utilities adjacent to the proposed six lots. However, it is anticipated the lots will be served from the existing public water mains which serve the adjacent existing lots in Corbett Glenn Filing No. 4. The projected demand to the water system for the five additional lots (e.g. 1.6 gpm average day, 3.2 gpm peak day and 4.7 peak hour) is anticipated to be minor. Unless there are current known or anticipated pressure/volume concerns in the existing Corbett Glenn Filing No. 4 area, the water system should be able to adequately serve the 5 additional lots. If there are potential concerns, then the Town may wish to request a water system modeling analysis incorporating the existing Corbett Glenn Filing No. 4 water system with the 5 additional lots.
- b. Corbett Glenn Filing No. 4 is within the Front Range Fire Rescue Authority (FRFRA) service area. The FRFRA may wish to review life safety and fire protection for the proposed five additional lots. The FRFRA review would likely include evaluation of existing fire hydrant locations to verify acceptable spacing relative to the new lots.

4. Public Sanitary:

- a. The submitted documents do not show any of the utilities adjacent to the proposed six lots. However, it is anticipated the lots will be served from the existing public sanitary sewer mains which serve the adjacent existing lots in Corbett Glenn Filing No. 4. The projected additional demand to the sanitary system for the five additional lots (e.g. 0.7-0.8 +/- gpm average, 2.5-3.2 +/- gpm peak, 0.005 - 0.008 cfs peak +/-) is anticipated to be minor. The impact at the downstream Corbett Glenn lift station should be minor. Unless there are current known or anticipated capacity concerns in the existing Corbett Glenn Filing No. 4 area, the sanitary sewer system should be able to adequately serve the 5 additional lots.
- b. Corbett Glenn is upstream of the Country Acres Subdivision sewer bottleneck. Capacity of this bottleneck location was evaluated in April 2017 to determine the potential for sanitary sewer surcharging upstream of the bottleneck. Based on that analysis, the proposed 5 additional lots should have negligible impact on the potential for surcharging at this location.

5. Stormwater:

- a. The site drainage for Tract D and existing Lot 4 should/would have been planned for in the prior Corbett Glenn Filing No. 4 development. The potential change in stormwater runoff from that prior usage to the proposed 6 lots (5 new lots) should be relatively minor and is not anticipated to be likely concern. Never-the-less, we request that an addendum to the prior Filing No. 4 drainage analysis be prepared and submitted to clearly document what the change in projected storm drainage will be, and to document that the existing drainage system indeed has capacity to accommodate the storm runoff increase (if any). That drainage report addendum (and a PDF copy of the prior drainage report) should be submitted to our attention for Town Engineer review and approval.
- b. SWMP / CDPHE Construction Stormwater Permit: The overall area of the proposed 6 new lots is 1.59 acres +/- . If the lots are developed concurrently, and the overall site disturbance site disturbance extent is equal to or exceeds one (1) acre, the developer must prepare a Stormwater Management Plan (SWMP) and obtain a State Stormwater Construction Permit in conformance with Colorado Department of Public Health & Environment (CDPHE) requirements. If a CDPHE Permit is required, and obtained, we request PDF copies of the Certification of Coverage and of the SWMP be provided for Town (and our) files.



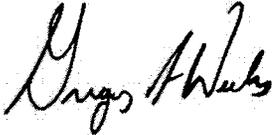
RECOMMENDATION

Once the items noted in our above comments above are addressed to the satisfaction of the Town and the FRFRA, we would have no Town Engineering objection to Town approval of the proposed replat of Tract D, Corbett Glenn Filing No. 4. However, if the Town elects to grant approval(s) prior to confirmation of resolution our comments, we recommend the approval(s) be granted contingent upon final engineering approval subsequently being obtained.

If there are any questions regarding any of our comments, or if further clarification is desired, please contact us.

Sincerely,

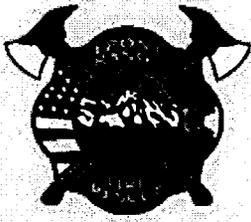
TTG, as Town Engineer for Johnstown



Gregory A. Weeks, PE, LEED® AP
As Town Engineer, Town of Johnstown, CO.

cc: Ty Drage, Front Range Fire Rescue Authority (via email)





FRONT RANGE FIRE RESCUE

PO Box 130, Milliken, CO 80543

970-587-4464 / Fax: 970-587-0324

Courage ★ Compassion ★ Professionalism

Serving Johnstown, Milliken and Weld County for more than 100 years

PLAN REVIEW COMMENTS

Applicant: Graham DeWitt
Project: Replat of Tract D, Corbett Glen Filing No. 4
Application Date: 10/23/2018
Comment Date: 10/24/2018

These comments pertain to a proposal for a replat of six (6) residential lots within an existing residential subdivision, located generally at the southwest corner of Dunbar Way and Celtic Road in Johnstown. The proposed development is within Front Range Fire Rescue (FRFR) jurisdiction.

The 2006 International Fire Code (IFC) is currently adopted within FRFR's Johnstown jurisdiction.

OIL AND GAS SETBACK

The property in question was previously undeveloped due to the presence of an oil and gas well. The well was plugged and abandoned by Extraction Oil & Gas, Inc on 11/20/2017, as demonstrated by Form 6 Well Abandonment Report as submitted. The associated flowlines were abandoned per Rule 1103 on 10/23/2017, as demonstrated by Form 43 Field Operations Notice as submitted.

In general, the Colorado Oil and Gas Conservation Commission (COGCC) recommends that no new residential building should be constructed within 25-feet of any plugged and abandoned well head. The development plan, as submitted, indicates that the plugged and abandoned well head will be located generally on a property line between two (2) platted residential lots. The plat indicates a 20-foot easement to access the abandoned well head, with 10-feet of easement into each of the adjacent lots.

In light of COGCC recommendations, FRFR recommends that the plat be amended to prohibit any new residential construction within a 25-foot radius of the abandoned well head or any remaining flowlines. It is further recommended that any abandoned flowlines be removed prior to building construction.

WATER SUPPLY

Information has not been provided to confirm that the existing water supply will be adequate for Peak Daily Demand + Fire Flow. However, given the relative size of this development in comparison to the surrounding existing development, it can reasonably be assumed that the water utility infrastructure is sufficient to support this water demand. The Applicant should include this calculation in the water supply study.

There appears to be adequate fire hydrant coverage/spacing in the area. No additional fire hydrant installations are expected.

AGENDA ITEM 10B

**AGREEMENT
WITH
RG AND ASSOCIATES**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: December 17, 2018

ITEM NUMBER: 10B

SUBJECT: Consider an Agreement with RG & Associates for Planning and Development Services

ACTION PROPOSED: Approve the Agreement with RG & Associates for Planning and Development Services

PRESENTED BY: Matt LeCerf, Interim Town Manager

AGENDA ITEM DESCRIPTION: The Town has in place since 2013 a standing agreement with RG & Associates for Planning and Development Review Services when our Town Planner has multiple projects running concurrently and the workload is such that the resources available do not permit for plan and development review to be completed in a reasonable and timely manner.

Mr. Franklin, our current Town Planner has submitted his notice of resignation/retirement to be effective at the end of the 2018 fiscal and calendar year. While the position to fill his vacancy closed on December 7, 2018, we are currently moving through the applications and will work around the holidays to complete the interviews, conduct a meet and greet, and fill this position. Our target to have this position filled is conservatively set for the end of February; hopefully sooner. During the gap that will likely exist from Mr. Franklin's departure and the new Planning & Development Director (new title, same position) coming online, there is a need to increase the defined services we receive from RG & Associates on an interim basis. Accordingly, presented and attached for your consideration is an amendment to our existing agreement which will provide for an increase in planning and development services for the Town from RG & Associates. This will help to ensure that there is not a diminished level of services to both our development partners and more importantly our existing residents and commercial businesses.

This agreement for increase services has a defined closing date of March 31, 2019 to help facilitate the transition of a new Planning & Development Director as well.

LEGAL ADVICE: The Agreement presented was reviewed by the Town Attorney.

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve the Agreement with RG & Associates as presented.

SUGGESTED MOTIONS:

For Approval: I move to approve the Agreement for planning and development review services as presented with RG & Associates and authorize the Town Manager to sign it.

For Denial: I move to deny approval of the Agreement for planning and development review services as presented with RG & Associates.

Reviewed:

Town Manager

AGREEMENT

**TOWN OF JOHNSTOWN
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____ 20__ (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”) and RG and Associates, LLC, [a Colorado Limited Liability Company] (“Contractor”) (collectively, the “Parties”).

WHEREAS, the Town desires to engage the services of Contractor and Contractor wishes to provide those services more fully described on Exhibit A, attached hereto and incorporated herein by reference (“Services”), for the Town; and

WHEREAS, the Parties wish to memorialize their contractual relationship.

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

SECTION 1: PARTIES

1.01 Town. The Town is a home-rule municipal corporation located in Johnstown, Colorado.

1.02 Contractor. Contractor has the background, expertise and education to provide the Services. Contractor is a private, independent business entity who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Contractor shall use its own judgment and skills in determining the method, means and manner of performing this Agreement. Contractor shall be responsible for the proper performance of this Agreement in accordance with the terms hereof and any and all applicable federal, state, and municipal laws, regulations and orders.

SECTION 2: SERVICES, TERM AND COMPENSATION

2.01 Services. Contractor agrees to perform the Services for the Town.

2.02 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through March 31, 2019, and shall not extend beyond that date absent the written approval of the Town.

2.03 Duties and Compensation. The Contractor’s duties and compensation shall be as

set forth on Exhibit A. In the event of a conflict between the provisions in this Agreement and Exhibit A, the provisions in this Agreement shall control. Payment for Services shall be provided to Contractor within thirty (30) days of Contractor providing a detailed invoice to the Town.

2.04 Background Check. The Town may, in its sole discretion, conduct a background check of Contractor, its owners and employees. Contractor agrees to execute any forms necessary to facilitate the background check.

SECTION 3: OPERATIONS

3.01 Expenses: Contractor shall not incur any expense or debt on behalf of the Town without the Town's prior written authorization.

3.02 Federal, State, and Municipal Laws and Regulations. Contractor agrees to abide by all applicable federal, state, and municipal laws and regulations and rules.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance. Contractor shall maintain and keep in force during the term of this Agreement one or more policies of liability insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado, which will include protecting and indemnifying the Town in the following amounts:

- a) Comprehensive General Liability - \$1,000,000 combined aggregate
- b) Workers Compensation – as required by law

Contractor shall furnish to the Town appropriate certificates of coverage for such insurance. The insurance may not be canceled without at least fifteen (15) days' advance written notice to the Town. Any required deductible or co-insurance amount shall be paid by the Contractor.

4.02 Damage and Indemnity. Contractor assumes full responsibility for any and all damages caused by Contractor's exercise of its activities under by this Agreement. Contractor agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure to act of Contractor or any invitees, guests, agents, employees or subcontractors of Contractor, whether brought by any of such persons or any other person arising from Contractor's activities as authorized by this Agreement.

SECTION 5: TERMINATION

5.01 Termination. The Town or Contractor] may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Contractor. Notwithstanding the foregoing, if the Town terminates this Agreement for cause and determines that a notice period is not in the best interests of the Town, the Town may terminate this Agreement by providing written notice to Contractor effective immediately.

SECTION 6: INDEPENDENT CONTRACTOR

6.01 Independent Contractor. Contractor understands and agrees that Contractor is an independent contractor and not an employee of the Town. The Town shall not provide benefits of any kind to Contractor. The Town shall not be responsible for withholding any portion of Contractor's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. **CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THIS AGREEMENT.** As long as there is not a conflict of interest with the Town, Contractor may engage in any other lawful business activities during the term of this Agreement.

SECTION 7: NOTICE

7.01 Notices. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested as follows:

TO THE TOWN:

Town of Johnstown
Attn: Town Clerk
450 S. Parish Avenue
Johnstown, CO 80534
Email: _____

TO CONTRACTOR:

RG and Associates, LLC
Attn: Ricardo Goncalves, PE
4885 Ward Road, Suite 100
Wheat Ridge, CO 80033

The addresses for notices may be changed by written notice given to the other Party in the manner provided above. Notice may also be sent via e-mail delivery and shall be effective upon confirmation of receipt of the email.

SECTION 8: MISCELLANEOUS

8.01 Time. Time is of the essence of this Agreement and of each covenant hereof.

8.02 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.

8.03 Illegal Aliens. Contractor shall comply with the statutory provisions prohibiting employment of illegal aliens, as set forth on Exhibit B, attached hereto and incorporated herein by such reference.

8.04 Assignment; Third Party Rights. Contractor may not assign, delegate or subcontract any part of its rights, duties or obligations under this Agreement. The Parties do not intend to confer any benefit hereunder on any person or entity other than the Parties hereto.

8.05 Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

8.06 Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court authoritatively determines that the relationship between the Town and Contractor is one of employment rather than independent contractor, this Agreement shall become null and void in its entirety.

8.07 Waiver. No consent or waiver, express or implied, by a Party to or of any breach or default by the other Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the non-defaulting Party. Failure on the part of any Party to complain of any act or failure to act or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

8.08 Governmental Immunity. The Parties agree that the Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.09 Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.

8.10 Mediation. In the event of any dispute arising under this Agreement, except in the case of injunctive relief as set forth in Paragraph 8.11, the Parties shall submit the matter to mediation prior to commencing legal action and shall equally share the cost of the mediation.

8.11 Right to Injunction. The Parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Town under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which may not be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement may cause the Town irreparable injury and damage. The Contractor agrees that the Town, in addition to other relief at law, shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor.

8.12 Costs and Attorney's Fees. If any judicial proceedings may hereafter be brought to enforce any of the provisions of this Agreement, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

8.13 Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations and agreements, whether written or oral.

8.14 Public Official Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town.

8.15 No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

8.16 Headings. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

[Remainder of page intentionally left blank.]

EXHIBIT A SERVICES



December 10, 2018

Mr. Matt LeCerf, Interim Town Manager
Town of Johnstown
450 S. Parish Avenue
Johnstown, CO 80534

RE: Expanded On-Call Planning Services

Mr. LeCerf:

Thank you for the opportunity to provide this proposal for continued On-Call Planning Services to the Town of Johnstown. Over the past 5+ years RG and Associates, LLC (RGA) has enjoyed our working relationship with Mr. John Franklin, retiring Town Planner, in providing a limited scope of planning and landscape review services to the town on active development applications. We understand Mr. Franklin's departure will leave a transition period to last until a new planning and development director can be hired and be brought up to speed regarding current and pending development projects. RGA would like to assist the town by expanding our current contract role to provide a broader scope of professional on-call planning services. These services would be administered as a lead planner role to engage more closely with prospective developers and the public on due-diligence research as well as be the primary "clearing-house" contact for development project reviews, as well as, general planning related inquiries.

To facilitate a seamless transition, we propose the expanded scope of work duties shown below to assist the town. If you are in agreement, please sign this letter of engagement and return to RGA at your earliest convenience.

Scope of Work

RGA will perform these four categories of work tasks for the town; **General Planning Services, Development Pass-Thru Services, Special Projects, and Additional Work Tasks**. The following is a break-down of those tasks.

1. General Planning Services

This category consists of general administrative items (non-pass-through reviews) that are specific enough to necessitate planning services coordination. The cost for this service shall be for the actual hours worked per the attached rate schedule. These activities would include:

- **Planner of the Day (POD) Activities** – Receive and track resident, consultant, or development stakeholder calls, emails, and facilitate meetings which require a planning due-diligence response and or land use code analysis for a subject property or project proposal. POD Services will be available Monday through Friday via email and phone. Our phone number and email will be available at the Town Hall front desk for any walk-ins.

- **On-Site Planner Coordination** – RGA staff present (1) day every week to represent planning functions, POD activities, and interact with other town staff on project coordination or archiving tasks at Town Hall.
- **Pre-Application Submittal Conferences** – Project reviews and consultation (*via in-person, or conference call/ video conference from RGA office*) with applicants regarding specific development items or coordinated process steps prior to a formal project submittal and review.
- **Attend Public Meetings and Present to Boards and Commissions** – When required, attendance and presentation of items at regularly held town meetings or joint work-sessions.
- **Professional Training for New Planning Staff** – Based on the town's need and duration, providing professional assistance to incoming staff regarding technical reviews and administration to supplement staff strengths in meeting the development demand.

General Planning Service Fees

The fee for the above described services shall be for the actual hours worked at \$105.00 to \$110.00 per hour depending on the person doing the work, not to exceed **\$6,600.00/month** and will be invoiced monthly. The fee assumes an average work effort of **15 hours/week or 60 hours/month**.

2. Development Pass-Thru Services

This category consists of specific administrative and professional planning service activities which are required to be administered during a project's development review and approval process. The town's development cost agreement (entered in between the town and the applicant) directs applicants to pay for consultant cost for development reviews. These activities would include:

- **Completeness Review** – Coordinate the application submittal process with an applicant and make a Completeness Review for all required submittal documents. Refer the project to internal and external agencies for initial review and comments.
- **Current Planning Review** – Provide Planning review of application materials and project details for conformance the town's zoning and subdivision codes, in addition to the 2534 PUD Guidelines when necessary.
- **Referral Agency Coordination** – Be the clearing-house for internal and external review comments by coordinating agencies during a project's development review cycle.
- **Staff Report Recommendation/Presentation** - Provide a report of staff's findings and recommendations to approval bodies.
- **Public Hearing Notice Coordination** – Coordinate with the town clerk on newspaper notices, mailings to adjacent residences, and sign postings on subject properties.
- **Attend Public Meetings** – represent the town and present noteworthy agenda items to town boards and commissions.
- **Recording of Documents** – Coordinate with the town clerk and applicant for recording of final documents with Larimer and Weld Counties.

Development Pass-Thru Services Fees

The fee for the above described services shall be for the actual hours worked at \$105.00 to \$110.00 per hour depending on the person doing the work, with the expectation that the fees will be "passed-through" for ultimate payment by the development applicant.

Mr. Matt LeCerf
Town of Johnstown
December 10, 2018
Page 3

3. Special Projects

This category consists of special research projects or deliverable items (as assigned by the town manager or planning and development director) which require planning service coordination by the town. A scope of work and time and materials not-to-exceed fee will be developed for each special project requested by the town. Some examples of special projects may include; GIS Services (for Planning & Public Works Departments), Zoning Code Analysis and Comprehensive Plan Update research.

Special Project Fees

The fee for special projects will be for actual time and materials expended at our hourly 2019 billing rates, not to exceed the maximum fee developed for each project.

4. Additional Work Tasks

Additional work may be performed with separate addendum contracts as requested by the Town and billed on a time and materials basis at the rates shown on the attached rate schedule.

Invoicing

Invoices will be sent monthly for time expended. Accounts will be due and payable within thirty (30) days after date of invoice. Whenever the account is more than thirty (30) days delinquent, RGA may suspend any further work called for until such account is made current. The fact that RGA may continue work beyond the time during which it may be suspended, shall not be deemed to be a waiver of its rights hereunder. This Agreement may be terminated by the client at any time.

If the foregoing is satisfactory to you, please sign both copies of this letter and return one (1) copy to our office as soon as possible.

RGA appreciates the opportunity to submit this updated proposal and looks forward to continuing exceptional and personal service to your community.

Sincerely,

RG and ASSOCIATES, LLC



Ricardo Goncalves, PE
President

APPROVED and ACCEPTED this _____

day of _____, 2018

By: _____

For: _____

cc: Jennifer Henninger, RGA
Ross Culbertson, RGA

Attachment: 2019 RGA Rate Schedule



RG AND ASSOCIATES, LLC

4885 Ward Road, Suite 100 • Wheat Ridge, CO • 80033
303-293-8107 • 303-293-8106 (fax) • www.rgengineers.com

EXHIBIT A

RG AND ASSOCIATES, LLC

RATE SCHEDULE FOR PROFESSIONAL ENGINEERING & PLANNING SERVICES

<u>LABOR CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>
Principal	\$140.00
Senior Project Manager	\$135.00
Project Manager	\$120.00
Senior Project Engineer	\$110.00
Project Engineer	\$100.00
Senior Design Engineer	\$95.00
Design Engineer	\$85.00
Planning Manager	\$110.00
Planning Project Manager	\$105.00
Senior CADD Technician	\$95.00
GIS Specialist	\$85.00
CADD Technician	\$85.00
Office Administrator	\$65.00
Word Processor	\$55.00
Certified Operator	\$125.00
Senior Construction Manager	\$125.00
Construction Manager	\$115.00
Senior Construction Observer	\$105.00
Construction Observer	\$95.00
Administrative Assistant	\$60.00
<u>DIRECT EXPENSES</u>	
Prints/Copies	At Cost
Mileage	\$0.54 ½/mile
Travel Time	At Cost
Sub-Consultants	At Cost

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.

AGENDA ITEM 10C

**DISCUSSION
OF INFRASTRUCTURE
INVESTMENT**



TOWN OF JOHNSTOWN

MEMORANDUM

INFORMATION ONLY

TO: Honorable Mayor and Board of Trustees

FROM: Matt LeCerf, Interim Town Manager

DATE: December 17, 2018

SUBJECT: Infrastructure Request

Attached you will find a letter received on November 28, 2018 requesting consideration by the Town to invest in infrastructure. While this letter is related to the Villages at Johnstown Subdivision, it has similarities to recent conversations I have had with other prospective developers inquiring about Town assistance in sanitary sewer infrastructure construction.

In both of these instances, developers are inquiring about infrastructure costs; specifically if the Town would partner on these infrastructure costs or take a leadership and financial role. The benefits of taking a proactive approach allows us to build for the future and ensure long-term sustainable and managed growth in the community. It also can reduce the threat of stalled growth due to collection capacity issues – notwithstanding the aspects of capacity limits at the respective treatment plants. In contrast, it also places some or all of the financial burden in the short-term on the Town until costs are fully recovered.

I do not believe that this topic can be handled and fully vetted in a single discussion topic with the Council, but I believe it is important to evaluate our position from time to time on development. Considering the timeliness of this letter and my recent meeting with another developer, this topic may be ripe for review. There are other critical pieces of information you will need to make the best decision for our community as we move forward including, but not limited to the bullet list below. The initial purpose of this memo is simply to provide the Council with information and also for staff to receive information from the Council related to other questions you may have on this topic.

With the Council's permission, I would like to suggest that we schedule a work session in early January to discuss this item and receive clear direction from the Council on how they would like to proceed.

Items to consider include, but are not limited to:

- Pros and Cons of a partnership or Town taking a lead role
- What the estimated costs of such an investment based on the developments currently moving through our review process?
- Can an impact or assessment fee be applied to help recover costs of the investment?

The Community That Cares

- How does this follow our long-term goals and objectives for managed growth?
- What if changes in the economy impact the project and cost recovery aspects that may be included?
- Is there a threshold or policy the Council would like establish that determines the criteria needed to be met for us to consider participation?



CHRISLAND
real estate companies

Chrisland Real Estate Companies
3665 John F Kennedy Parkway
Building 2, Suite 202
Fort Collins, CO 80525

(970) 663-3150
www.ChrislandRealEstateCompanies.com

November 19, 2018

Mr. Matt LeCerf
Interim Town Manager
Town of Johnstown
450 South Parish Avenue
Johnstown, CO 80534

Via US Mail

RE: The Villages at Johnstown Preliminary Plat, Performance Standards, and Sanitary Sewer Service

Mr. LeCerf:

Good day to you, Sir. I am writing regarding the above referenced matters. I understand that Town Council will likely be considering such matters on December 3rd or December 17th. Unfortunately, I will be in New York City on December 3rd for an International Council of Shopping Centers (ICSC) conference. In the instance that the meeting falls on that date, I thought it best to express my opinions in writing.

It should be noted that Chrisland, Inc. has been hired by the applicant J-25 Holdings, LLC ("J-25") to broker the sale of the "East Village" portion of the Preliminary Plat and to serve as a consultant.

Regarding the revised Preliminary Plat and Performance Standards, these items have been revised to reflect current market feedback and demand, while ensuring that standards for quality remain high. The revisions to both the Preliminary Plat and Performance standards were made after consultation with multiple local, regional, and multi-state home builders. I am confident that the East and West Villages will be comparable to new subdivisions in area communities such as Fort Collins, Loveland, and Greeley and that this new subdivision will make you proud.

With respect to the sanitary sewer service, I understand that J-25 will be asking the Town to participate in the cost of this improvement, specifically the regional sewer line to the Low Point Treatment Facility. I understand that it would be unusual for the Town to participate in such an expense and that the Town has recently committed to other large capital improvements which benefit the public (specifically, the Highway 402 interchange and the YMCA – kudos to you on these important projects). Despite that, I would ask the Town's Staff and Council to please consider the below described rationale, including the burden to the development and the Town's return on this proposed investment.

The rationale for this request is partially due to the extraordinary burden that the cost of this sanitary sewer line places on the easternmost 100 acres of the property (specifically the East and West Villages), due to the following circumstances:

1. The lengthy distance of the line (unofficially via Google, this appears to be nearly 5,000 ft – nearly one mile);

2. The developer's lack of easements across multiple properties, for which private property owners are seeking significant compensation and with whom the Town may possess greater bargaining power than J-25; and
3. The regional nature of this sewer line that should be oversized to accommodate other nearby lands for development.

At only approximately 100 acres, these burdens represent a very legitimate obstacle to the development of the single-family residential portion of the Villages at Johnstown which, ultimately threatens the viability of the commercial property at The Villages at Johnstown.

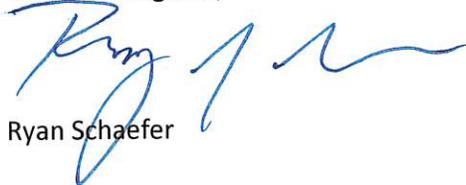
Perhaps of greater interest to the Town are the benefits (return on investment) that the Town stands to gain if it participates in the extension of this sewer line. This return on investment to the Town is derived in the following ways:

1. Direct and prompt return on investment to the Town in the form of impact fees, building permit revenue, tap fees, and property tax revenue (this return will be prompt as home builders are already under contract for most of these 283 lots, provided that it is financially viable for J-25 to deliver the lots with sanitary sewer service without delay);
2. Indirect return on investment to the Town in the form of the increased viability that these 283 rooftops help bring to the overall area (including commercial development at The Villages at Johnstown, 2534, Johnson's corner, and development at Hwy. 60); and
3. Ultimately, additional direct and indirect benefits to the Town by enhancing the development potential of all of the other properties that this regional sanitary sewer line could serve in the future (not just the property that currently resides within boundaries of The Villages at Johnstown).

As an investor and self-described finance nerd, I find myself considering how the above benefits might exceed the relatively low yield investments otherwise available to the Town, at the present time. It may be fiscally wise to invest a small portion of the Town's capital into the Town's own infrastructure and derive the above described benefits, as opposed to the low returns that other investments are generating these days.

Thank you for allowing me to share my thoughts on this matter and I appreciate your time and consideration.

With best regards,



Ryan Schaefer

TOWN BOARD AGENDA COMMUNICATION

AGENDA DATE: December 17, 2018

ITEM NUMBER: 10D

SUBJECT: Recognition of John Franklin, Town Planner

ACTION PROPOSED: N/A

PRESENTED BY: Mayor Scott James

AGENDA ITEM DESCRIPTION: Mayor Scott James will be presenting John Franklin, Town Planner with a plaque in recognition for his dedicated service to the Town of Johnstown.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: N/A

SUGGESTED MOTIONS:

For Approval: N/A

For Denial: N/A

Reviewed:

Town Manager

TOWN BOARD AGENDA COMMUNICATION

AGENDA DATE: December 17, 2018

ITEM NUMBER: 10E

SUBJECT: Recognition of Outgoing Mayor

ACTION PROPOSED: N/A

PRESENTED BY: Mayor Pro-Tem Gary Lebsack

AGENDA ITEM DESCRIPTION: Mayor Pro Tem Gary Lebsack will be presenting outgoing Mayor Scott James with a coat and plaque in recognition for his dedicated service to the Town of Johnstown.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: N/A

SUGGESTED MOTIONS:

For Approval: N/A

For Denial: N/A

Reviewed:

Town Manager

WORK SESSION

**(Representatives from
Waste Management)**



WASTE MANAGEMENT OF COLORADO

5500 S. Quebec St. Ste 250
Greenwood Village, CO 80111

August 17, 2018

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

Re: 2018 Rate Adjustment

Dear Ms. Seele,

It has been a pleasure serving the citizens of the Town of Johnstown during the past year. We are continually striving to provide quality solid waste removal, disposal and recycling services to our customers. Waste Management sincerely values your patronage and looks forward to continuing our partnership.

Per the terms of our current Agreement with the Town, Waste Management would like to notify you of the scheduled rate increase effective September 1, 2018 (Billed October 1). The increase is representative of the negotiated rates in the "First Amendment to agreement between the Town of Johnstown and Waste Management of Colorado, Inc" dated November 7, 2016. There is also a provision for fuel in the agreement (section 13) but it did not meet the activation thresholds for this year.

Service Level One time per Month Collection	Current Rate	New Rate 9/1/2018
Weekly Trash Collection	\$10.82	\$11.14
Weekly Trash Collection (Senior Rate)	\$7.94	\$8.18
Additional Cart	\$3.00	\$3.09
Bi-weekly Recycling Collection*	\$7.62	\$7.85

*Extraordinary Rate Request for Additional Taxes, Fees or Regulatory Costs:

Pursuant to section 14: Additional Taxes, fees or regulatory costs, in the event of any new increased fees, taxes, or surcharges are imposed by any governmental entity, or new regulations imposed which increase WM's operating cost, then in such event WM may request from Town an increase in its rates to cover such governmental action. Town shall act on such request within 30 days and if such request is denied WM may terminate this agreement 90 days after notice.



WASTE MANAGEMENT OF COLORADO

5500 S. Quebec St. Ste 250
Greenwood Village, CO 80111

WM respectfully requests an extraordinary rate increase to cover increased costs, which have stemmed from the National Sword. As we have discussed over the past couple of months, the dramatic changes in the recycle industry related to contamination have caused a sharp decline in the value of recyclables and forced us to slow down our sort lines to meet these new contamination levels established by China on January 1st. This in turn has limited the markets to move commodities and increased our processing costs as we have added employees to work on the recycling sort lines to remove trash from recyclables.

Waste Management requests the increase outlined below to address reduced recycling commodity values and increased processing fees. We recognize that staff would like WM to brief the Town Council and we stand ready to do so.

Increased Residential Recycling Costs: \$2.30 (increase per month per home)

The monthly fees will be adjusted as follows:

	9/1/2018 Rate	TBD Ext. Rate
Single Family Recycle Residences	\$7.85	\$10.15

Attached is the extraordinary rate increase sheet which demonstrates how we calculated the extraordinary rate increase.

Because we recognize the unique nature of this request, I have attached additional materials to provide you with a deeper dive into what is happening in the market and why this is an unforeseen special circumstance.

Our goal continues to be to provide you with the highest quality, environmentally responsible service at fair and reasonable prices. To achieve this goal, Waste Management will continue to look for process improvements and programs to maximize value for the Town of Johnstown.

If you have any additional questions, please do not hesitate to call. I can be reached at (505) 235-3794.

Sincerely,

Frank Santiago
Area Manager, Public Sector Solutions
505.235.3794

Johnstown

Extraordinary Residential Rate Increase Request

	Variable		\$/Unit Impact	Source/Formula
Tons/Month	A	52		Source: 2017 Diversion Rpt
Billable Units (homes)	B	1,494		Source: WM Billing System
Tons/Home/Month	C	0.0345		A / B
Services/Month	D	4.33		Weekly Service(52/12)
lbs/Home/Service	E	15.92		A*2000 /(B*D)
<u>Material Stream Value</u>				
Commodity Value/Ton Sold - Current	F	\$ 73.24		Source: Attached Characterization Comparison
Commodity Value/Ton Sold - Prior	G	\$ 135.99		Source: Attached Characterization Comparison
Change/Ton	H	\$ (62.75)		F-G
Impact/Home/Month	I		\$ 2.16	-H/C
<u>Processing Cost</u>				
Processing Cost/Ton - Current	J	75.67		Source: Attached Operating Cost Summary
Processing Cost/Ton - Prior	K	74.81		Source: Attached Operating Cost Summary
Increase in Processing Cost/Ton	L	\$ 0.86		J-K
Impact/Home/Month	M		\$ 0.03	L*C
<u>Residual Change</u>				
Current %	N	20.3%		Source: Attached Characterization Comparison
Prior %	O	9.8%		Source: Attached Characterization Comparison
Change	P	10.5%		N-O
Current Residual Tons/Month	Q	10.45		N*A
Prior Residual Tons/Month	R	5.05		O*A
Change in Residual Tons	S	5.41		Q-R
Change in Tons/Home/Month	T	0.0036		S/B
Disposal Cost/Ton	U	\$ 29.30		Source: Attached Characterization Comparison
Impact/Home/Month	V		\$ 0.11	T*U
Total Impact/Home/Month	W		\$ 2.30	I+M+V

Johnstown

Characterization Summary using WMDN Resi SS avg, since individual audit data not available

Commodity	Mar-18		Compo sition	Per Ton Value
	Mkt Pricing	CRV Value		
OCC	\$ 82.80	\$ -	30.2%	\$ 25.01
ONP #8	\$ 98.00	\$ -	4.9%	\$ 4.80
Mixed Paper	\$ (27.43)	\$ -	13.9%	\$ (3.81)
Aluminum/UBC	\$ 1,328.20	\$ -	1.7%	\$ 22.58
Steel/Tin	\$ 200.89	\$ -	1.9%	\$ 3.82
HDPE Natural	\$ 765.00	\$ -	0.8%	\$ 6.12
HDPE Colored	\$ 366.00	\$ -	1.3%	\$ 4.76
PET	\$ 220.00	\$ -	3.9%	\$ 8.58
Mixed Rigids		\$ -	0.0%	\$ -
Mixed Plastics 3 - 7	\$ (29.30)	\$ -	2.9%	\$ (0.85)
LDPE Film		\$ -	0.0%	\$ -
Glass - Mixed	\$ 11.00	\$ -	18.0%	\$ 1.98
Scrap steel	\$ 130.00	\$ -	0.2%	\$ 0.26
Residue	\$ (29.30)	\$ -	20.3%	\$ (5.95)
Composition Total			100.0%	

Material
Stream
Value
\$ 73.24

Commodity	Mar-17		Compo sition	Per Ton Value
	Mkt Pricing	CRV Value		
OCC	\$ 191.58	\$ -	23.3%	\$ 44.64
ONP #8	\$ 135.02	\$ -	25.1%	\$ 33.89
Mixed Paper	\$ 105.46	\$ -	10.1%	\$ 10.65
Aluminum/UBC	\$ 1,341.40	\$ -	1.2%	\$ 16.10
Steel/Tin	\$ 179.66	\$ -	2.0%	\$ 3.59
HDPE Natural	\$ 701.62	\$ -	0.7%	\$ 4.91
HDPE Colored	\$ 487.32	\$ -	2.5%	\$ 12.18
PET	\$ 215.00	\$ -	3.1%	\$ 6.67
Mixed Rigids	\$ 95.00	\$ -	0.0%	\$ -
Mixed Plastics 3 - 7	\$ 10.00	\$ -	2.7%	\$ 0.27
LDPE Film		\$ -	0.0%	\$ -
Glass - Mixed	\$ 15.00	\$ -	19.3%	\$ 2.90
Scrap steel	\$ 100.00	\$ -	0.2%	\$ 0.20
Residue	\$ (29.60)	\$ -	9.8%	\$ (2.90)
Composition Total			100.0%	

Material
Stream
Value
\$ 135.99

Franklin St MRF
Processing Cost/Ton

	Mar-18 YTD Actual	Mar-17 YTD Actual
Total Cost / Ton Processed	\$ 75.67	\$ 74.81
Labor / Ton Processed	\$ 43.95	\$ 46.95
Other Variable Cost / Ton Processed	\$ 10.94	\$ 14.32
Fixed Cost / Ton Processed	\$ 20.78	\$ 13.54
	-	-

impact of slower line and adding a 2nd shift.
impact of higher maintenance cost



WASTE MANAGEMENT OF COLORADO

5500 S. Quebec St. Ste 250
Greenwood Village, CO 80111

Johnstown

Extraordinary Residential Rate Increase Request

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Johnstown

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ONP #8	\$ 98.00	\$ -	4.9%	\$ 4.80	\$ 135.02	\$ -	25.1%	\$ 33.89		
Mixed Paper	\$ (27.43)	\$ -	13.9%	\$ (3.81)	\$ 105.46	\$ -	10.1%	\$ 10.65		
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HDPE Natural	\$ 765.00	\$ -	0.8%	\$ 6.12	\$ 701.62	\$ -	0.7%	\$ 4.91		
HDPE Colored	\$ 366.00	\$ -	1.3%	\$ 4.76	\$ 487.32	\$ -	2.5%	\$ 12.18		
PET	\$ 220.00	\$ -	3.9%	\$ 8.58	\$ 215.00	\$ -	3.1%	\$ 6.67		
Mixed Rigids	\$ -	\$ -	0.0%	\$ -	\$ 95.00	\$ -	0.0%	\$ -		
Mixed Plastics 3 - 7	\$ (29.30)	\$ -	2.9%	\$ (0.85)	\$ 10.00	\$ -	2.7%	\$ 0.27		
LDPE Film	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -		
Glass - Mixed	\$ 11.00	\$ -	18.0%	\$ 1.98	\$ 15.00	\$ -	19.3%	\$ 2.90		
Scrap steel	\$ 130.00	\$ -	0.2%	\$ 0.26	\$ 100.00	\$ -	0.2%	\$ 0.20		
Residue	\$ (29.30)	\$ -	20.3%	\$ (5.95)	\$ (29.60)	\$ -	9.8%	\$ (2.90)		
Composition Total			100.0%				100.0%			

Franklin St MRF

Processing Cost/Ton

	Mar-18 YTD Actual	Mar-17 YTD Actual
Total Cost / Ton Processed	\$ 75.67	\$ 74.81
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Fixed Cost / Ton Processed	\$ 20.78	\$ 13.54

impact of slower line and adding a 2nd shift.
impact of higher maintenance cost

RECYCLING NEWS BULLETIN

July 2018



**RECYCLE OFTEN.
RECYCLE RIGHT.™**

China notified the World Trade Organization a year ago of its intent to ban the import of 24 materials, including mixed waste paper and mixed plastics. While the news was met with skepticism at the time, over the past year China followed through with the ban, and the Chinese government implemented additional restrictions including announcing a **ban on all recyclables by 2020**.

What are the effects of China's policy changes? Impacted by basic supply and demand economic principles, recycling commodity markets plummeted due to the global over-supply of recyclables and simultaneous reduced demand, driven by China's restrictive import policies. These policies are creating challenges for recyclers and cities:

- China's 0.5% contamination limit elevated quality expectations for all buyers across the globe. It also increased recycling processing costs in Material Recovery Facilities (MRF's) as recyclers work to remove non-acceptable items.
- Recyclers have a hard time selling paper and plastics and many are carrying large inventories.
- MRF residual rates continue to increase due to the amount of non-recyclable materials from curbside programs.
- In short, these factors contribute to increasing the cost of community recycling programs.

What can we do to adapt to the new reality and norms of recycling?

Keep recycling the right things! A quote in a [recent article](#) notes that we should "keep calm and recycle." Recycling will survive this crisis. It will evolve and may look different in a few years, but recycling will continue.

The best thing we can all do is to evaluate and adapt our programs for today's environment:

- **Review your acceptable items list.** Does it include only those materials with viable recycling end markets? Are you emphasizing the three rules of Recycle Often. Recycle Right.®? Are you focusing on recycling all your empty plastic bottles, aluminum cans, paper and cardboard?
- **Review informative recycling education materials to recycle right.** Visit [Recycle Often. Recycle Right.com](#) to see all the recycling education resources for residents, businesses, municipalities, multi-family complexes and more.
- **Actively discuss the current state of recycling and consider adjusting recycling contracts.** New contract language needs to mitigate the risk associated with recycling services and the role of the global commodity market.

Recycling has weathered difficult times before. Although this situation is different since it stems from Chinese policy changes changing global market dynamics rather than economic supply and demand trends, we expect markets will eventually recover, albeit, the industry will likely look very different. Now more than ever it is imperative to collect materials with long-term market viability: cardboard, paper, aluminum, tin and plastic bottles (water/soda bottles and milk/juice jugs).

Join us in the battle against recycling contamination. It takes all of us working together to educate consumers to the new realities of recycling.

- **Become a Recycling Ambassador.** Share good recycling practices with Waste Management's education and outreach program, [Recycle Often. Recycle Right.™](#) Download educational materials that help consumers and businesses **reduce and eliminate contamination**.
- **Don't bag your recyclables!** We need to help consumers change their behavior and place their recyclable materials directly into their containers – no plastic bags! It's safer for workers and better for the environment.
- **Collaborate: Let's work together to make recycling work** to adjust the current recycling business model to reflect today's marketplace.

Resources for Recycling Industry News

[Recycle Often. Recycle Right.® Newsroom](#)

[WasteDive](#)

[Waste360](#)

[Resource Recycling](#)

[Waste Today](#)



THINK GREEN.®

RECYCLING NEWS BULLETIN

May 2018



RECYCLE OFTEN.
RECYCLE RIGHT.

As valued customers committed to recycling, we are providing this important recycling update.

Overview

In recent years, almost 30% of all recyclables from across the globe were shipped to China, including over 50% of the world's recyclable mixed paper and plastics. On January 1, all mixed paper and mixed plastics were banned as an import into China. On March 1, China began enforcing a new 0.5% contamination limit on imported recyclables, then later in March implemented Operation Blue Sky, a screening effort at their ports to enforce their new policies.

China's new policies have been implemented in response to their aggressive new environmental goals, which include creating their own recycling collection programs. China has announced a plan to eliminate imports of all post-consumer recyclables by 2021, and they appear to be taking steps to move down this path.

May 3, 2018 Update: Chinese Government Announces 30-day Inspection Suspension

On May 3, the Chinese Government announced that it has suspended inspections/certificates for all recyclables from the U.S. through June 4, 2018. Because all loads shipped to China must be certified, recyclables will not be able to be shipped from the U.S. to China during this time. **In other words, regardless of the material bans and the 0.5% contamination limit, no recyclables will ship from the U.S. to China for at least the next month.** It is apparent that China will not be easing up on their import restrictions soon.

Impact of this Latest Announcement

The suspension of U.S. imports into China adds additional pressure on global markets, which ultimately impacts recycling programs in communities across the U.S. Some of the material that was being shipped to China (cardboard, some newspaper, sorted office paper) will now compete for the same markets that have been established for lower value mixed paper. Inevitably, some paper will likely be left without a market.

With this latest news, commodity pricing continues to fall. We have seen a 50% reduction in commodity values in the past several months, while processing costs have increased. Every community and every recycler is impacted.

Keeping the Focus on Quality

Alternative markets - domestic and export - require high quality recyclable materials with little to no contamination. Waste Management (WM) is focused on reducing contamination to help move materials to end markets. Given continued market volatility, we must all work together on solutions. We all have a role - and a responsibility - to make recycling successful.

THE BATTLE TO REDUCE RECYCLING CONTAMINATION

The sustainability of all recycling programs is dependent upon collecting **high quality recyclable materials** free of unacceptable materials. From an **environmental, economic and safety** perspective, addressing the quality of recycling is imperative and we must tackle this together. Here is what WM is doing, and how you can help:

- Waste Management's education and outreach program, [Recycle Often. Recycle Right](#)® website has tips and tools to help customers **reduce and eliminate contamination**. Practice and share these tips!
- We continue to **invest in technology** to process cleaner material, more **efficiently**. Send us clean materials!
- As allowable, WM will **enforce contract provisions** related to contamination to the fullest extent. We will also work closely with our customers to adjust the current recycling business model to reflect today's marketplace. We are seeking **cost recovery** as allowed, **charging for contamination** and **amending contract language**. Let's work together to eliminate contamination and make recycling work!

Resources for Recycling Industry News

[Recycle Often. Recycle Right.® Newsroom](#)

[WasteDive](#)

[Waste360](#)

[Resource Recycling](#)

[Waste Today](#)



THINK GREEN.®

Your Recycling Gets Recycled, Right? Maybe, or Maybe Not

Plastics and papers from dozens of American cities and towns are being dumped in landfills after China stopped recycling most “foreign garbage.”

Image



Bales of recyclable waste in Seattle. American waste managers are struggling to find plants to process their recyclables. Credit Wigan Ang for The New York Times

By [Livia Albeck-Ripka](#)

- May 29, 2018

Oregon is serious about recycling. Its residents are accustomed to dutifully separating milk cartons, yogurt containers, cereal boxes and kombucha bottles from their trash to divert them from the landfill. But this year, because of a far-reaching rule change in China, some of the recyclables are ending up in the local dump anyway.

In recent months, in fact, thousands of tons of material left curbside for recycling in dozens of American cities and towns — including several in Oregon — have gone to landfills.

In the past, the municipalities would have shipped much of their used paper, plastics and other scrap materials to China for processing. But as part of a broad antipollution campaign, China announced last summer that it no longer wanted to import “foreign garbage.” Since Jan. 1 it has banned imports of various types of plastic and paper, and tightened standards for materials it does accept.

While some waste managers already send their recyclable materials to be processed domestically, or are shipping more to other countries, others have been unable to find a substitute for the Chinese market. “All of a sudden, material being collected on the street doesn’t have a place to go,” said Pete Keller, vice president of recycling and sustainability at Republic Services, one of the largest waste managers in the country.

China’s stricter requirements also mean that loads of recycling are more likely to be considered contaminated if they contain materials that are not recyclable. That has compounded a problem that waste managers call wishful or aspirational recycling: people setting aside items for recycling because they believe or hope they are recyclable, even when they aren’t.

[Here’s a guide to avoiding “aspirational recycling.” First lesson: Don’t recycle greasy pizza boxes.]

In the Pacific Northwest, Republic has diverted more than 2,000 tons of paper to landfills since the Chinese ban came into effect, Mr. Keller said. The company has been unable to move that material to a market “at any price or cost,” he said. Though Republic is dumping only a small portion of its total inventory so far — the company handles over five million tons of recyclables nationwide each year — it sent little to no paper to landfills last year.

But for smaller companies, like Rogue Disposal and Recycling, which serves much of Oregon, the Chinese ban has upended operations. Rogue sent all its recycling to landfills for the first few months of the year, said Garry Penning, a spokesman.

Image



Credit Wqan Ang for The New York Times

Western states, which have relied the most on Chinese recycling plants, have been hit especially hard. In some areas — like Eugene, Ore., and parts of Idaho, Washington, Alaska and Hawaii — local officials and garbage haulers will no longer accept certain items for recycling, in some cases refusing most plastics, glass and certain types of paper. Instead, they say, customers should throw these items in the trash.

Theresa Byrne, who lives in Salem, Ore., said the city took too long to inform residents that most plastics and egg and milk cartons were now considered garbage. “I was angry,” she said. “I believe in recycling.”

Other communities, like Grants Pass, Ore., home to about 37,000 people, are continuing to encourage their residents to recycle as usual, but the materials are winding up in landfills anyway. Local waste managers said they were concerned that if they told residents to stop recycling, it could be hard to get them to start again.

It is “difficult with the public to turn the spigot on and off,” said Brian Fuller, a waste manager with the Oregon Department of Environmental Quality.

The fallout has spread beyond the West Coast. Ben Harvey, the president of E.L. Harvey & Sons, a recycling company based in Westborough, Mass., said that he had around 6,000 tons of paper and cardboard piling up, when he would normally have a couple hundred tons stockpiled. The bales are filling almost half of his 80,000-square-foot facility.

“It’s really impacted our day-to-day operations,” Mr. Harvey said. “It’s stifling me.”

Recyclers in Canada, Australia, Britain, Germany and other parts of Europe have also scrambled to find alternatives.

Still, across much of the United States, including most major cities, recycling is continuing as usual. Countries like India, Vietnam and Indonesia are importing more of the materials that are not processed domestically. And some waste companies have responded to China’s ban by stockpiling material while looking for new processors, or hoping that China reconsiders its policy.

Image

Republic Services collecting recycled materials in Kent, Wash. Credit: Wiqan Ang for The New York Times

Americans recycle roughly 66 million tons of material each year, according to the most recent figures from the Environmental Protection Agency, about one-third of which is exported. The majority of those exports once went to China, said David Biderman, the executive director of the Solid Waste Association of North America, a research and advocacy group.

But American scrap exports to China fell by about 35 percent in the first two months of this year, after the ban was implemented, said Joseph Pickard, chief economist for the Institute of Scrap Recycling Industries, a trade group.

“It’s a huge concern, because China has just been such a dominant overseas market for us,” Mr. Pickard said.

In particular, exports of scrap plastic to China, valued at more than \$300 million in 2015, totaled just \$7.6 million in the first quarter of this year, down 90 percent from a year earlier, Mr. Pickard said. Other countries have stepped in to accept more plastics, but total scrap plastic exports are still down by 40 percent this year, he said.

“There is a significant disruption occurring to U.S. recycling programs,” Mr. Biderman said. “The concern is if this is the new normal.”

Curbside recycling is typically hauled by a private company to a sorting plant, where marketable goods are separated out. Companies or local governments then sell the goods to domestic or overseas processors. Some states and cities prohibit these companies from dumping plastic, paper and cardboard, but some local officials — including in Oregon, Massachusetts and various municipalities in Washington State — have granted waivers so that unmarketable materials can be sent to the landfill.

Recycling companies “used to get paid” by selling off recyclable materials, said Peter Spindelov, a policy analyst for the Department of Environmental Quality in Oregon. “Now they’re paying to have someone take it away.”

In some places, including parts of Idaho, Maine and Pennsylvania, waste managers are continuing to recycle but are passing higher costs on to customers, or are considering doing so.

“There are some states and some markets where mixed paper is at a negative value,” said Brent Bell, vice president of recycling at Waste Management, which handles 10 million tons of recycling per year. “We’ll let our customers make that decision, if they’d like to pay more and continue to recycle or to pay less and have it go to landfill.”

Image

CreditWiqan Ang for The New York Times

Mr. Spindelov said companies in rural areas, which tend to have higher expenses to get their materials to market, were being hit particularly hard. “They’re literally taking trucks straight to the landfill,” he said.

Will Posegate, the chief operations officer for Garten Services, which processes recycling for a number of counties in Oregon, said his company had tried to stockpile recyclables but eventually used a waiver to dump roughly 900 tons. “The warehouse builds up so much that it’s unsafe,” he said.

In California, officials are concerned that improperly stored bales of paper could become hazards during wildfire season, said Zoe Heller, the policy director for the state’s recycling department.

While China has entirely banned 24 materials, including post-consumer plastic and mixed paper, it has also demanded that other materials, such as cardboard and scrap metal, be only 0.5 percent impure. Even a small amount of food scraps or other rubbish, if undetected, can ruin a batch of recycling.

Some waste managers say that China’s new contamination standards are impossible to meet, while others are trying to clean up their recycling streams by slowing down their processing facilities, limiting the types of materials they accept or trying to better educate customers on what belongs in the recycling bin.

Image

Waste traveling along a conveyor belt to be sorted. CreditWiqan Ang for The New York Times

Mr. Bell, the Waste Management executive, said he had seen everything from Christmas lights to animal carcasses to artillery shells come through the company’s recycling facilities. “Most of our facilities get a bowling ball every day or two,” he said.

Some materials can ruin a load, he said, while others pose fire or health hazards and can force facilities to slow their operations and in some cases temporarily shut down. (And a bowling ball could do serious damage to the equipment.) Approximately 25 percent of all recycling picked up by Waste Management is contaminated to the point that it is sent to landfills, Mr. Bell said.

Recyclers have always disposed of some of their materials. But the percentage has climbed as China and other buyers of recyclable material have ratcheted up quality standards.

Most contamination, Mr. Bell said, happens when people try to recycle materials they shouldn't. Disposable coffee cups — which are usually lined with a thin film that makes them liquid-proof but challenging and expensive to reprocess — are an example. Unwashed plastics can also cause contamination.

“If we don't get it clean, we're not going to be able to market it, and if we can't market it unfortunately it's going to go to the landfill,” said Mr. Penning, the Rogue spokesman. In March, Rogue told customers to put everything in the trash except for corrugated cardboard, milk jugs, newspapers and tin and aluminum cans, which the company is finding domestic markets for, Mr. Penning said.

Rogue customers who make mistakes might see an “Oops” sticker the next time they check their recycling bin, he said.

In Eugene, similar restrictions have been imposed by the waste company Sanipac. These have not sat well with some residents. “Eugene is a very green city and people love their recycling here,” said Diane Peterson, a resident. “There are a lot of things like yogurt containers that we get all the time, and now we can't recycle them.”

Leah Geocariss, another Eugene resident, said the change had prompted her to try to consume less overall. “On the one hand, I hate it, because I don't want stuff to end up in landfill,” she said. “On the other hand, it's a wake-up call.”

“Recycling is the third R,” she said. “You have to reduce and reuse first.”



Workers at Cal-Waste Recovery Systems pre-sort raw recycling. The company has been struggling to sell its mixed-paper recycling to its usual customer, China. Max Whittaker for The Wall Street Journal

Recycling, Once Embraced by Businesses and Environmentalists, Now Under Siege

Local officials raise fees and send recyclables to landfills as economics erode

Bob Tita
The Wall Street Journal
May 13, 2018 7:00 a.m. ET

The U.S. recycling industry is breaking down.

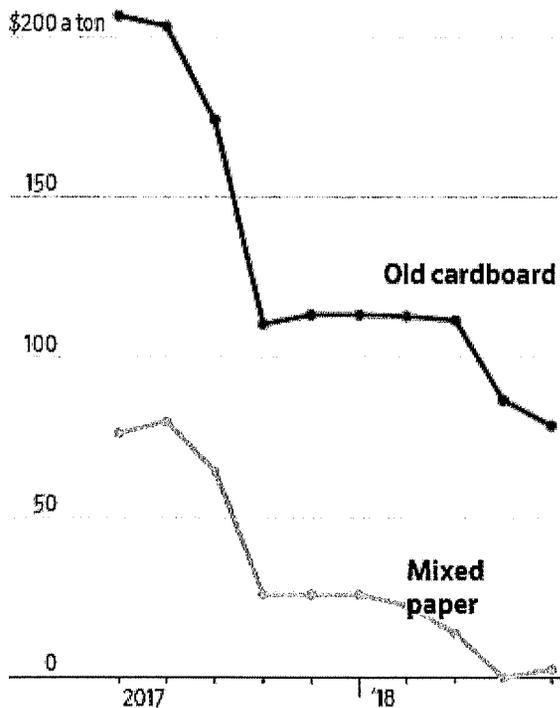
Prices for scrap paper and plastic have collapsed, leading local officials across the country to charge residents more to collect recyclables and send some to landfills. Used newspapers, cardboard boxes and plastic bottles are piling up at plants that can't make a profit processing them for export or domestic markets.

"Recycling as we know it isn't working," said James Warner, chief executive of the Solid Waste Management Authority in Lancaster County, Pa. "There's always been ups and downs in the market, but this is the biggest disruption that I can recall."

Paper Loss

Prices for scrap paper and cardboard have plunged as China buys less recyclables from the U.S.

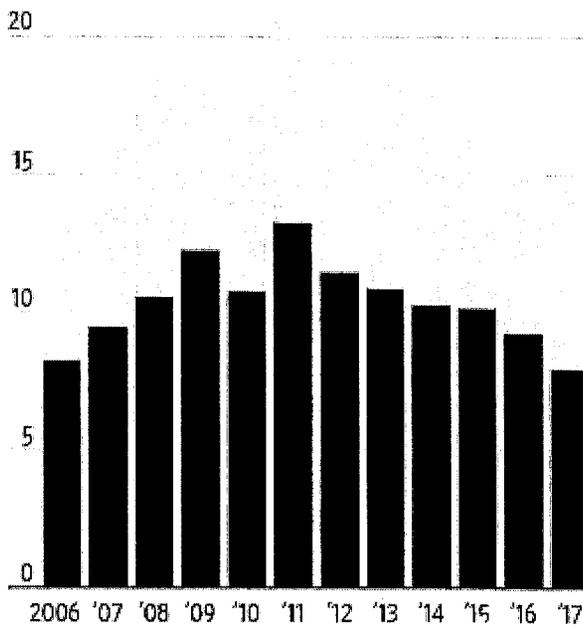
U.S. average price for scrap paper



U.S. recyclable exports from California ports

■ China □ Other countries

25 million tons



Sources: Paper Stock Report (scrap); Cal Waste (recyclables)

U.S. recycling programs took off in the 1990s as calls to bury less trash in landfills coincided with China's demand for materials such as corrugated cardboard to feed its economic boom. Shipping lines eagerly filled containers that had brought manufactured goods to the U.S. with paper, scrap metal and plastic bottles for the return trip to China.

As cities aggressively expanded recycling programs to keep more discarded household items out of landfills, the purity of U.S. scrap deteriorated as more trash infiltrated the recyclables. Discarded food, liquid-soaked paper and other contaminants recently accounted for as much as 20% of the material shipped to China, according to Waste Management Inc.'s estimates, double from five years ago.

The tedious and sometimes dangerous work of separating out that detritus at processing plants in China prompted officials there to slash the contaminants limit this year to 0.5%. China early this month suspended all imports of U.S. recycled materials until June 4, regardless of the quality. The recycling industry interpreted the move as part of the growing rift between the U.S. and China over trade policies and tariffs.

The changes have effectively cut off exports from the U.S., the world's largest generator of scrap paper and plastic. Collectors, processors and the municipal governments that hire them are reconsidering what they will accept to recycle and how much homeowners

will pay for that service. Many trash haulers and city agencies that paid for curbside collection by selling scrap said they are now losing money on almost every ton they handle.

The upended economics are likely to permanently change the U.S. recycling business, said William Moore, president of Moore & Associates, a recycled-paper consultancy in Atlanta.



Cal-Waste Recovery Systems plans to invest more than \$6 million on new sorting equipment to produce cleaner bales of recyclables. PHOTO: MAX WHITTAKER FOR THE WALL STREET JOURNAL

"It's going to take domestic demand to replace what China was buying," he said. "It's not going to be a quick turnaround. It's going to be a long-term issue."

The waste-management authority in Lancaster County this spring more than doubled the charge per ton that residential trash collectors must pay to deposit recyclables at its transfer station, starting June 1. The higher cost is expected to be passed on to residents though a 3% increase in the fees that haulers charge households for trash collection and disposal.

The additional transfer-station proceeds will help offset a \$40-a-ton fee that the authority will start paying this summer to a company to process the county's recyclables. Before China raised its quality standards at the beginning of this year, that company was paying Lancaster County \$4 for every ton of recyclables.

Mr. Warner may limit the recyclable items collected from Lancaster County's 500,000 residents to those that have retained some value, such as cans and corrugated cardboard. He said mixed plastic isn't worth processing.

"You might as well put it in the trash from the get-go," he said.

Environmentalists are hoping landfills are only a stopgap fix for the glut of recyclables while the industry finds new markets and reduces contaminants.

"Stuff is definitely getting thrown away in landfills. Nobody is happy about it," said Dylan de Thomas, vice president of industry collaboration for the Recycling Partnership in Virginia. "There are very few landfill owners that don't operate recycling facilities, too. They'd much rather be paid for those materials."

Pacific Rim Recycling in Benicia, Calif., slowed operations at its plant early this year to meet China's new standard. But company President Steve Moore said the more intensive sorting process takes too long to process scrap profitably. Pacific Rim idled its processing plant in February and furloughed 40 of its 45 employees.

"The cost is impossible. We can't make money at it," Steve Moore said. "We quit accepting stuff."

China stopped taking shipments of U.S. mixed paper and mixed plastic in January. Steve Moore said mixed-paper shipments to other Asian countries now fetch \$5 a ton, down from as much as \$150 last year. Other buyers such as Vietnam and India have been flooded with scrap paper and plastic that would have been sold to China in years past.

Dave Vaccarezza, president of Cal-Waste Recovery Systems near Sacramento, Calif., intends to invest more than \$6 million in new sorting equipment to produce cleaner bales of recyclables.

"It's going to cost the rate payer to recycle," he said. "They're going to demand we make our best effort to use those cans and bottles they put out."



China stopped taking shipments of U.S. mixed paper and mixed plastic in January. Cal-Waste Recovery Systems workers sift through recycled trash. PHOTO: MAX WHITTAKER FOR THE WALL STREET JOURNAL

Sacramento County, which collects trash and recyclables from 151,000 homes, used to earn \$1.2 million a year selling the scrap to Waste Management and another processor

from scrap. Now, the county is paying what will amount to about \$1 million a year, or roughly \$35 a ton, to defray the processors' costs. Waste Management paid the county \$250,000 to break the revenue-sharing contract and negotiate those terms.

County waste management director Doug Sloan expects those costs to keep climbing. "We've been put on notice that we need to do our part," he said. The county hasn't yet raised residential fees.

'There's always been ups and downs in the market, but this is biggest disruption that I can recall.'

—James Warner, chief executive of the Solid Waste Management Authority

Some recyclers said residents and municipalities need to give up the "single-stream" approach of lumping used paper and cardboard together with glass, cans and plastic in one collection truck. Single-stream collections took hold in the waste-hauling industry about 20 years ago and continue to be widely used. Collecting paper separately would make curbside recycling service more expensive but cut down on contamination.

"We're our own worst enemies," said Michael Barry, president of Mid America Recycling, a processing-plant operator in Des Moines, Iowa, of single-stream recycling. "It's almost impossible to get the paper away from the containers."

Even relatively pure loads of paper have become tough to sell, Mr. Barry said, noting the domestic market for paper is saturated as well. He stockpiled paper bales at Mid America's warehouse, hoping prices would improve. They didn't. He has trucked 1,000 tons of paper to a landfill in recent weeks.

"We had to purge," he said. "There's no demand for it."

Write to Bob Tita at robert.tita@wsj.com