

MEMORANDUM

TO: Honorable Mayor and Town Council
FROM: Diana Seele, Town Clerk/Treasurer
DATE: January 16, 2019
RE: Meet & Greet – Planning Director Candidates

Mayor and Council,

Please be informed that a meet and greet with the candidates for the Planning Director has been scheduled for **Wednesday, January 23, 2019 beginning at 6:15 p.m.**

Should you have questions, please contact me.

Thank you.

TOWN COUNCIL

MEETING

PACKET

January 23, 2019



Town Council

Agenda
Wednesday, January 23, 2019
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 – January 7, 2019
 - B) December Financial Statements
 - C) Payment of Bills
 - D) Water and Sewer Service Agreement for Blue Mountain 2534, LLC
 - E) First Amendment to Water and Sewer Service Agreement – Johnstown Plaza LLC
 - 7) **TOWN MANAGER REPORT**
 - 8) **TOWN ATTORNEY REPORT**
 - 9) **OLD BUSINESS**
 - A) Continued Public Hearing – Weld County School District RE5J Cash in Lieu Fees
 - 10) **NEW BUSINESS**
 - A) Appointment of Councilmember
 - B) Award Bid for Water Treatment Plant Piping Project
 - C) Economic Incentive –Thompson River Pediatrics & Urgent Care
 - 11) **EXECUTIVE SESSION**

For a conference with the Town Attorney for the purposes of receiving legal advice on specific legal questions under C.R.S., Section 24-6-402(4)(b) relating to Thompson Crossing Metro District No. 1
 - 12) **COUNCIL REPORTS AND COMMENTS**
 - 13) **MAYOR'S COMMENTS**
 - 14) **ADJOURN**
-



NOTICE OF ACCOMODATION

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

AGENDA ITEM 6A-E

CONSENT

AGENDA

- **Council Minutes – January 7, 2019**
 - **December Financial Statements**
 - **Payment of Bills**
- **Water and Sewer Service Agreement**
Blue Mountain 2534 LLC
- **First Amendment to Water and Sewer Service**
Agreement – Johnstown Plaza LLC

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 23, 2019

ITEM NUMBER: 6A-E

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

- A) Town Council Meeting Minutes – January 7, 2019
- B) December Financial Statements
- C) Payment of Bills
- D) *Water and Sewer Service Agreement for Blue Mountain 2534, LLC
- E)**First Amendment to Water and Sewer Service Agreement – Johnstown Plaza LLC

*In compliance with the Town’s water rights dedication ordinance, Blue Mountain 2534, LLC submitted to the Town a Water and Sewer Demand Analysis on or about December 28, 2019, and it has been accepted by the Town upon a review by the Town’s Water Resources engineer. Based upon the analysis with the proposed construction of a self storage building, the average in-building water demand is calculated to be 0.037± acre-feet per year. The landscaping (raw water) irrigation demand is calculated to be 0.90± acre feet per year.

The total water requirement for this project is 0.937± acre-feet per year. Water credits for the in-building demand and the irrigation will come from Gerrard Family Limited Partnership LLLP and Thompson Ranch Development Company who previously dedicated water rights into a “water bank” under a prior agreement with the Town. The Water and Sewer Service Agreement was drafted by the Town’s Water Attorney, Peter Ampe.

**On June 6, 2016, the Town and Johnstown Plaza, LLC entered into a Water and Sewer Service Agreement (“WSSA”) for property being developed as a Shopping Center. Based on the significant economic benefits, the Town agreed to allow the developer to pay cash-in lieu of water dedication for the Shopping Center. The Town set aside 4.5 shares of the Consolidated Home Supply Ditch and Reservoir Company (“Home Supply”) and created the Johnstown Plaza Water Bank. The WSSA provided that the Johnstown Plaza Water Bank would terminate on December 31, 2018. The developer requested that the Town extend the Johnstown Plaza Water Bank for an additional two years and recognized that the water demand was less than originally anticipated. Based on direction from Town Council and the recommendation of Tom Williamsen, the First Amendment to the WSSA extends the Johnstown Plaza Water Bank to and including December 31, 2020, and reduces the amount of water that is set aside to 2.5 shares of Home Supply.

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

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

For Denial:

**COUNCIL
MINUTES**

The Town Council of the Town of Johnstown met on Monday, January 7, 2019 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Gary Lebsack was sworn in as Mayor.

Mayor Lebsack led the Pledge of Allegiance.

Roll Call

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

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

Agenda Approval

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

Public Comments – Mr. Dirk Banks resident on CR3C, had concerns with Resolution 2019-01, Approving the Preliminary Plat for the Villages at Johnstown. His concerns were voiced at the Public Hearing on December 3 and he is present tonight to remind Council of these concerns.

Consent Agenda

Councilmember Lemasters made a motion seconded by Councilmember Tallent to approve the Consent Agenda with the following items:

- December 17, 2018 Town Council Meeting Minutes
- Consider Designation of Public Posting Places
- Resolution 2019-01 – Approving the Preliminary Plat Amendment No. 1 for the Villages at Johnstown, Located in a Portion of the North Half of Section 16, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, Consisting of Approximately 246 Acres
- Resolution 2019-02 – Approving Amendments to the Villages at Johnstown Performance Standards
- Resolution 2019-03 – Approving the Final Amended Plat of Tract D, Corbett Glenn Filing 4, A Res-subdivision of Outlot D and Lot 4 Block 5

Motion carried with a unanimous vote.

New Business

A. Appointment of Mayor Pro Tem – Councilmember Chad Young was appointed as Mayor Pro Tem.

B. Public Hearing – (First Reading) First Amendment to the IGA between Town of Johnstown and Weld County Reorganized School District RE5-J – Johnstown Milliken RE-5J School District recently commissioned a consultant to have the cash in lieu fees updated. The current IGA with RE5-J provides for regular updates to the impact fee based on verified information. The proposed amendment to the IGA incorporates the change in the methodology.

Mayor Lebsack opened the Public Hearing at 7:16 p.m. Having no comments the hearing was closed at 7:20 p.m. Since there was not any representation from the school district and the council had numerous questions on the updated fees, it was suggested the Public Hearing be continued to January 23, 2019. Councilmember Mellon made a motion seconded by Councilmember Young to continue the Public Hearing to January 23, 2019 at 7:00 p.m. Motion carried with a unanimous vote.

C. Consider Agreement with ProCode for Building Services – The agreement is for 3 years with annual appropriations for the 2019 calendar year - \$10,500.00/month; 2020 calendar year \$12,750/month, 2021 calendar year and subsequent years - \$15,000/month. Councilmember Lemasters made a motion seconded by Councilmember Tallent to approve the agreement with the Town of Johnstown and ProCode for Building Department Services as presented and effective January 1, 2019. Motion carried with a unanimous vote.

Executive Session

Councilmember Tallent made a motion seconded by Councilmember Mellon to Recess into Executive Session for a conference with the Town Attorney for the purposes of receiving legal advice on specific legal questions under C.R.S., Section 24-6-402(4)(b) relating to the Thompson Crossing Metro District No. 1 Motion carried with a unanimous vote. The Council recessed into Executive Session at 7:45 p.m. and returned at 8:37 p.m.

There being no further business to come before Council the meeting adjourned at 8:40 p.m.

Mayor

Town Clerk

**DECEMBER FINANCIAL
STATEMENTS**

EXECUTIVE SUMMARY DECEMBER 2018

100.00%

	Actual	Budget	Variance	%
GENERAL				
<u>Revenues</u>	15,002,924.00	10,203,800.00	(4,799,124.00)	147%
<u>Expenditures</u>				
Legislative	27,788.00	37,800.00	10,012.00	74%
Judicial	46,567.00	50,100.00	3,533.00	93%
Elections	18,861.00	18,600.00	(261.00)	101%
Administration	375,332.00	429,100.00	53,768.00	87%
Planning & Zoning	180,315.00	218,000.00	37,685.00	83%
Police	2,100,607.00	2,332,100.00	231,493.00	90%
Protective Inspections	164,685.00	205,800.00	41,115.00	80%
Streets	1,265,883.00	1,512,300.00	246,417.00	84%
Cemetery	29,188.00	41,000.00	11,812.00	71%
Animal Control	80,963.00	95,200.00	14,237.00	85%
Senior Coordinator	70,333.00	73,600.00	3,267.00	96%
Parks	50,335.00	67,000.00	16,665.00	75%
Community	194,421.00	879,300.00	684,879.00	22%
Transfers	2,107,741.00	2,223,700.00	115,959.00	95%
<u>Total Expenditures</u>	6,713,019.00	8,183,600.00	1,470,581.00	82%
Excess Revenues over Expenditures	8,289,905.00			
Community/YMCA Recreation Center	-	22,000,000.00	22,000,000.00	

EXECUTIVE SUMMARY DECEMBER 2018

100%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WATER				
<u>Revenues</u>	5,667,596.00	2,908,700.00	(2,758,896.00)	195%
<u>Expenditures</u>				
Administration	207,255.00	259,800.00	52,545.00	80%
Operations	2,490,352.00	2,951,500.00	461,148.00	84%
	2,697,607.00	3,211,300.00	513,693.00	84%
Excess Revenues over Expenditures	2,969,989.00			

EXECUTIVE SUMMARY DECEMBER 2018

100.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WASTEWATER				
<u>Revenues</u>	2,232,061.00	1,885,000.00	(347,061.00)	118%
<u>Expenditures</u>				
Administration	217,445.00	295,400.00	77,955.00	74%
Operation	1,046,709.00	1,727,800.00	681,091.00	61%
	1,264,154.00	2,023,200.00	759,046.00	62%
Excess Revenues over Expenditures	967,907.00			

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	24,640.96	6,162,532.20	4,250,000.00	(1,912,532.20)	145.0
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	38,162.05	446,760.06	280,000.00	(166,760.06)	159.6
01-01-4030-00 FRANCHISE TAXES	62,452.85	475,972.47	395,000.00	(80,972.47)	120.5
01-01-4040-00 PENALTIES & INTEREST	1,720.61	4,576.95	3,000.00	(1,576.95)	152.6
01-01-4070-00 SALES TAX	352,688.11	4,326,144.93	3,200,000.00	(1,126,144.93)	135.2
01-01-4075-00 LODGING TAX	4,932.67	134,959.16	85,000.00	(49,959.16)	158.8
01-01-4080-00 SEVERANCE TAX	.00	295,501.31	50,000.00	(245,501.31)	591.0
TOTAL TAXES	484,597.25	11,846,447.08	8,263,000.00	(3,583,447.08)	143.4
<u>LICENSES & PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	53.75	2,959.75	1,800.00	(1,159.75)	164.4
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	250.00	22,057.68	14,000.00	(8,057.68)	157.6
01-02-4130-00 BUILDING PERMITS	43,006.09	778,514.08	475,000.00	(303,514.08)	163.9
01-02-4140-00 DOG LICENSE & PERMITS OTHE	22.00	2,799.00	2,300.00	(499.00)	121.7
01-02-4150-00 FINGERPRINTING	.00	1,223.80	200.00	(1,023.80)	611.9
TOTAL LICENSES & PERMITS	43,331.84	807,554.31	493,300.00	(314,254.31)	163.7
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	2,313.50	21,289.40	14,000.00	(7,289.40)	152.1
01-03-4220-00 HIGHWAY USERS TAX	44,394.81	612,198.93	380,000.00	(232,198.93)	161.1
01-03-4230-00 ADD. VEH. REG. FEE	4,418.17	60,819.21	45,000.00	(15,819.21)	135.2
01-03-4240-00 COUNTY ROAD & BRIDGE	33,746.56	199,985.24	90,000.00	(109,985.24)	222.2
TOTAL INTERGOVERNMENTAL	84,873.04	894,292.78	529,000.00	(365,292.78)	169.1
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOTS AND CARE	520.00	40,847.00	22,000.00	(18,847.00)	185.7
01-04-4320-00 TRASH CHARGES	55,818.92	650,401.73	640,000.00	(10,401.73)	101.6
01-04-4330-00 OTHER SERVICES	205.77	22,268.88	900.00	(21,368.88)	2474.3
01-04-4340-00 FISHING PERMITS	.00	960.00	600.00	(360.00)	160.0
TOTAL CHARGES FOR SERVICES	56,544.69	714,477.61	663,500.00	(50,977.61)	107.7
<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	6,514.25	146,058.41	120,000.00	(26,058.41)	121.7
01-05-4420-00 SURCHARGE	931.00	21,558.00	18,000.00	(3,558.00)	119.8
TOTAL FINES	7,445.25	166,971.41	138,000.00	(28,971.41)	121.0

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-06-4510-00 COMM. CENTER RENTAL FEES	1,510.00	15,204.68	11,000.00	(4,204.68)	138.2
01-06-4530-00 REFUND OF EXPENDITURES	54.08	27,893.47	5,000.00	(22,893.47)	557.9
01-06-4570-00 SCHOOL DISTRICT	.00	20,918.41	31,000.00	10,081.59	67.5
TOTAL MISCELLANEOUS	1,564.08	64,016.56	47,000.00	(17,016.56)	136.2
<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00 EARNINGS ON INVESTMENTS	139,425.97	474,429.75	65,000.00	(409,429.75)	729.9
TOTAL EARNINGS ON INVESTMENTS	139,425.97	474,429.75	65,000.00	(409,429.75)	729.9
<u>SOURCE 08</u>					
01-08-4530-00 DEVELOPERS COST PAYMENT	(4,385.13)	34,734.86	5,000.00	(29,734.86)	694.7
TOTAL SOURCE 08	(4,385.13)	34,734.86	5,000.00	(29,734.86)	694.7
TOTAL FUND REVENUE	813,396.99	15,002,924.36	10,203,800.00	(4,799,124.36)	147.0

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00	1,650.00	18,900.00	22,800.00	3,900.00	82.9
01-10-5050-00	126.24	1,446.03	1,800.00	353.97	80.3
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	1,698.99	2,500.00	801.01	68.0
01-10-8016-00	200.00	998.73	4,000.00	3,001.27	25.0
01-10-9028-00	1,715.99	2,037.26	1,500.00	(537.26)	135.8
TOTAL LEGISLATIVE	3,782.94	27,788.23	37,800.00	10,011.77	73.5
<u>JUDICIAL</u>					
01-15-5011-00	1,187.50	16,450.00	17,000.00	550.00	96.8
01-15-5012-00	2,890.00	29,197.33	32,000.00	2,802.67	91.2
01-15-6505-00	.00	919.37	1,000.00	80.63	91.9
01-15-8016-00	.00	.00	100.00	100.00	.0
TOTAL JUDICIAL	4,077.50	46,566.70	50,100.00	3,533.30	93.0
<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 12 MONTHS ENDING DECEMBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	6,845.48	76,163.18	97,000.00	20,836.82	78.5
01-25-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
01-25-5011-00 PART TIME OFFICE	483.42	4,503.83	7,500.00	2,996.17	60.1
01-25-5012-00 HOURLY COMMUNICATIONS STAFF	960.40	13,121.49	18,000.00	4,878.51	72.9
01-25-5015-00 CLEANING SALARIES	216.67	2,583.37	3,500.00	916.63	73.8
01-25-5025-00 MANAGER	4,112.46	61,127.47	57,100.00	(4,027.47)	107.1
01-25-5050-00 PAYROLL TAXES	771.12	10,874.27	14,300.00	3,425.73	76.0
01-25-5060-00 RETIREMENT FUND	776.38	10,583.61	12,800.00	2,216.39	82.7
01-25-5065-00 HEALTH INSURANCE	1,829.78	21,838.06	33,000.00	11,161.94	66.2
01-25-5070-00 WORKMAN'S COMPENSATION	.00	641.22	1,000.00	358.78	64.1
01-25-6010-00 UTILITIES	282.84	3,921.34	6,000.00	2,078.66	65.4
01-25-6505-00 OFFICE EXPENSE	501.85	5,996.24	6,700.00	703.76	89.5
01-25-6506-00 UTILITY BILL MAILING	636.15	7,604.09	8,300.00	695.91	91.6
01-25-6510-00 TELEPHONE	148.52	1,529.97	2,000.00	470.03	76.5
01-25-6511-00 TRAINING	.00	20.00	1,000.00	980.00	2.0
01-25-6513-00 PUBLISHING	875.60	1,641.38	5,000.00	3,358.62	32.8
01-25-6515-00 DUES AND SUBSCRIPTIONS	.00	2,567.00	2,900.00	333.00	88.5
01-25-6518-00 CLEANING SUPPLIES	102.07	998.83	1,700.00	701.17	58.8
01-25-6520-00 MILEAGE & EXPENSES	.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	255.00	747.58	3,800.00	3,052.42	19.7
01-25-8010-00 AUDIT	.00	2,500.00	3,000.00	500.00	83.3
01-25-8012-00 COMPUTER PROFESSIONAL SERV	464.05	6,640.35	10,500.00	3,859.65	63.2
01-25-8014-00 LEGAL	4,526.00	33,465.40	42,000.00	8,534.60	79.7
01-25-8015-00 TAPING MEETINGS	775.52	5,635.64	7,000.00	1,364.36	80.5
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	527.27	87,255.67	59,000.00	(28,255.67)	147.9
01-25-9028-00 COMMUNICATIONS	.00	.00	700.00	700.00	.0
TOTAL ADMINISTRATION	25,090.58	375,331.79	429,100.00	53,768.21	87.5

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & ZONING</u>					
01-30-5010-00 SALARIES	9,732.00	122,135.58	132,000.00	9,864.42	92.5
01-30-5050-00 PAYROLL TAXES	703.98	9,152.14	10,000.00	847.86	91.5
01-30-5060-00 RETIREMENT FUND	866.48	11,247.57	12,100.00	852.43	93.0
01-30-5065-00 HEALTH INSURANCE	1,419.38	16,954.29	26,000.00	9,045.71	65.2
01-30-5070-00 WORKMENS COMPENSATION	.00	641.22	1,700.00	1,058.78	37.7
01-30-6010-00 UTILITIES	136.18	1,888.08	3,000.00	1,111.92	62.9
01-30-6505-00 OFFICE SUPPLIES	378.61	1,605.19	2,500.00	894.81	64.2
01-30-6510-00 TELEPHONE	148.53	1,488.49	1,400.00	(88.49)	106.3
01-30-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-30-6513-00 PUBLISH/RECORD	195.00	286.80	200.00	(86.80)	143.4
01-30-6515-00 DUES/SUBSCRIPTIONS	.00	.00	800.00	800.00	.0
01-30-6520-00 MILEAGE & EXPENSES	.00	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	1,881.60	2,000.00	118.40	94.1
01-30-8016-00 PROFESSIONAL SERVICES	235.00	1,109.85	15,500.00	14,390.15	7.2
01-30-8017-00 NORTH FRONT RANGE MPO	.00	8,982.00	6,900.00	(2,082.00)	130.2
TOTAL PLANNING & ZONING	13,971.96	180,314.59	218,000.00	37,685.41	82.7

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	100,455.01	1,289,634.99	1,375,000.00	85,365.01	93.8
01-35-5010-03 OVERTIME PAY	(1,711.55)	3,539.17	13,500.00	9,960.83	26.2
01-35-5013-00 CLERICAL SALARIES	3,239.16	37,840.49	37,700.00	(140.49)	100.4
01-35-5015-00 PART-TIME SALARIES	4,876.42	54,240.69	59,000.00	4,759.31	91.9
01-35-5050-00 PAYROLL TAXES	7,414.75	102,628.03	114,000.00	11,371.97	90.0
01-35-5060-00 RETIREMENT	5,343.40	74,546.58	80,000.00	5,453.42	93.2
01-35-5065-00 HEALTH INSURANCE	20,167.08	255,451.86	341,000.00	85,548.14	74.9
01-35-5070-00 WORKMEN'S COMPENSATION	.00	25,648.80	40,000.00	14,351.20	64.1
01-35-6010-00 UTILITIES	1,041.14	13,123.36	14,000.00	876.64	93.7
01-35-6505-00 OFFICE EXPENSE	408.18	7,890.68	6,800.00	(1,090.68)	116.0
01-35-6510-00 TELEPHONE	908.80	7,561.29	10,500.00	2,938.71	72.0
01-35-6511-00 TRAINING	178.00	10,123.01	11,000.00	876.99	92.0
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	640.64	7,777.80	8,500.00	722.20	91.5
01-35-6522-00 INSURANCE AND BONDS	604.49	49,604.49	50,500.00	895.51	98.2
01-35-6524-00 GAS AND OIL	1,484.90	34,552.55	26,400.00	(8,152.55)	130.9
01-35-6526-00 OPERATING SUPPLIES	507.77	5,866.74	6,500.00	633.26	90.3
01-35-6527-00 UNIFORMS AND CLEANING	504.00	8,266.89	9,000.00	733.11	91.9
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	.00	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.	765.12	1,487.61	3,500.00	2,012.39	42.5
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	1,224.45	8,834.63	10,000.00	1,165.37	88.4
01-35-7010-00 BLDG. REPAIR & MAINT.	2,689.76	5,534.65	8,000.00	2,465.35	69.2
01-35-7020-00 REPAIRS AND MAINTENANCE	554.35	15,794.31	13,500.00	(2,294.31)	117.0
01-35-8012-00 COMP. PROFESSIONAL SERVICE	292.19	9,424.85	10,000.00	575.15	94.3
01-35-8014-00 LEGAL	.00	279.00	2,500.00	2,221.00	11.2
01-35-8016-00 PROFESSIONAL SERVICES	1,070.37	8,674.01	5,000.00	(3,674.01)	173.5
01-35-8017-00 JUVENILE ASSESSMENT CENTER	.00	5,340.00	5,400.00	60.00	98.9
01-35-8021-00 COMP. LINK TO RECORDS	894.55	11,344.15	10,500.00	(844.15)	108.0
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	153,552.98	2,100,606.85	2,332,100.00	231,493.15	90.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	2,912.69	33,615.57	37,600.00	3,984.43	89.4
01-40-5050-00 PAYROLL TAXES	191.06	2,485.16	2,900.00	414.84	85.7
01-40-5060-00 RETIREMENT	108.54	1,408.93	1,600.00	191.07	88.1
01-40-5065-00 HEALTH INSURANCE	506.79	6,047.82	7,000.00	952.18	86.4
01-40-5070-00 WORKMEN'S COMPENSATION	.00	641.22	1,400.00	758.78	45.8
01-40-6010-00 UTILITIES	178.07	2,468.74	3,900.00	1,431.26	63.3
01-40-6505-00 OFFICE EXPENSE	107.60	839.59	3,800.00	2,960.41	22.1
01-40-6510-00 TELEPHONE	148.53	1,488.46	1,600.00	111.54	93.0
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	67.37	874.11	1,000.00	125.89	87.4
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	.00	782.01	2,000.00	1,217.99	39.1
01-40-8012-00 COMP. PROF. SERVICES	236.80	3,408.17	3,600.00	191.83	94.7
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	9,400.00	103,400.00	127,000.00	23,600.00	81.4
TOTAL PROTECTIVE INSPECTIONS	13,857.45	164,684.78	205,800.00	41,115.22	80.0

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-5010-00 SALARIES	20,295.48	253,001.53	303,000.00	49,998.47	83.5
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	1,403.41	19,769.70	26,000.00	6,230.30	76.0
01-45-5060-00 RETIREMENT FUND	1,084.66	15,208.89	19,000.00	3,791.11	80.1
01-45-5065-00 HEALTH INSURANCE	4,087.83	65,765.58	82,000.00	16,234.42	80.2
01-45-5070-00 WORKMEN'S COMPENSATION	.00	15,389.28	19,100.00	3,710.72	80.6
01-45-6010-00 UTILITIES	534.14	6,482.78	10,000.00	3,517.22	64.8
01-45-6015-00 UTILITIES - STREET LIGHTIN	15,302.06	169,712.97	243,000.00	73,287.03	69.8
01-45-6505-00 OFFICE EXPENSE	.00	148.95	600.00	451.05	24.8
01-45-6510-00 TELEPHONE	404.74	4,101.97	3,600.00	(501.97)	113.9
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	95.11	1,181.39	1,600.00	418.61	73.8
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	.00	16,738.97	14,000.00	(2,738.97)	119.6
01-45-6526-00 OPERATING SUPPLIES	346.72	5,960.28	4,500.00	(1,460.28)	132.5
01-45-6530-00 SNOW AND ICE REMOVAL	5,964.56	16,841.04	35,000.00	18,158.96	48.1
01-45-6532-00 TRASH SERVICE	55,693.42	602,794.21	640,000.00	37,205.79	94.2
01-45-6534-00 WEED CONTROL	.00	852.18	2,500.00	1,647.82	34.1
01-45-6536-00 STREET SIGNS	136.26	2,204.50	3,500.00	1,295.50	63.0
01-45-6544-03 EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-45-6544-06 HOLIDAY DECORATIONS	1,181.30	2,588.16	7,500.00	4,911.84	34.5
01-45-6544-07 TOOLS	108.90	664.88	2,500.00	1,835.12	26.6
01-45-6544-09 SAFETY EQUIPMENT	.00	1,193.77	4,000.00	2,806.23	29.8
01-45-7020-00 REP & MAINT - EQUIP & BLDG	607.29	16,179.46	25,000.00	8,820.54	64.7
01-45-7030-00 REPAIR & MAINT. BLDGS.	28.56	979.80	3,000.00	2,020.20	32.7
01-45-8012-00 COMPUTER PROFESSIONAL SERVICES	219.95	2,229.50	1,200.00	(1,029.50)	185.8
01-45-8016-00 PROFESSIONAL SERVICES	230.95	3,093.81	3,000.00	(93.81)	103.1
TOTAL STREETS	107,725.34	1,265,883.18	1,512,300.00	246,416.82	83.7

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 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	.00	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	.00	29,188.05	41,000.00	11,811.95	71.2
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	1,909.00	47,656.02	50,000.00	2,343.98	95.3
01-55-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
01-55-5050-00 PAYROLL TAXES	142.30	3,559.95	3,900.00	340.05	91.3
01-55-5060-00 RET BEN	80.86	2,018.57	2,200.00	181.43	91.8
01-55-5065-00 HEALTH BEN	759.97	9,068.60	12,000.00	2,931.40	75.6
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	67.23	2,380.63	2,000.00	(380.63)	119.0
01-55-6526-00 SUPPLIES	376.58	601.34	1,200.00	598.66	50.1
01-55-7020-00 REPAIR & MAINTENANCE	.00	1,368.02	1,500.00	131.98	91.2
01-55-7030-00 WEED/NUISANCE CONTROL	.00	3,318.21	9,000.00	5,681.79	36.9
01-55-8016-00 PROFESSIONAL SERVICES	1,200.00	6,550.00	7,000.00	450.00	93.6
TOTAL ANIMAL CONTROL	4,535.94	80,962.56	95,200.00	14,237.44	85.0
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	3,384.16	41,540.23	41,800.00	259.77	99.4
01-60-5050-00 PAYROLL TAXES	236.12	3,073.16	3,200.00	126.84	96.0
01-60-5065-00 HEALTH INSURANCE	695.71	8,302.14	8,500.00	197.86	97.7
01-60-5070-00 WORKMEN'S COMPENSATION	.00	641.22	1,200.00	558.78	53.4
01-60-6010-00 UTILITIES	335.47	4,169.87	4,500.00	330.13	92.7
01-60-6510-00 TELEPHONE	124.79	1,308.04	1,500.00	191.96	87.2
01-60-6520-00 MILEAGE	102.25	2,410.61	3,200.00	789.39	75.3
01-60-6522-00 INSURANCE	.00	4,304.75	4,000.00	(304.75)	107.6
01-60-7020-00 REPAIR & MAINTENANCE	375.20	4,583.25	5,700.00	1,116.75	80.4
TOTAL SENIOR COORDINATOR PROGRAM	5,253.70	70,333.27	73,600.00	3,266.73	95.6

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 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	273.70	2,729.34	7,000.00	4,270.66	39.0
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	.00	1,792.01	1,800.00	7.99	99.6
01-65-6526-00	316.48	1,600.23	2,500.00	899.77	64.0
01-65-6534-00	.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	.00	5,580.28	5,000.00	(580.28)	111.6
01-65-7025-00	.00	3,820.51	5,000.00	1,179.49	76.4
TOTAL PARKS	590.18	50,335.26	67,000.00	16,664.74	75.1
<u>LIBRARY</u>					
01-70-7000-00	37,500.00	450,000.00	450,000.00	.00	100.0
TOTAL LIBRARY	37,500.00	450,000.00	450,000.00	.00	100.0
<u>DEPARTMENT 75</u>					
01-75-6526-00	144.17	1,583.51	6,000.00	4,416.49	26.4
01-75-7020-00	684.20	6,273.07	9,000.00	2,726.93	69.7
01-75-7025-00	395.41	4,449.64	6,500.00	2,050.36	68.5
01-75-7031-00	176.70	11,674.44	27,000.00	15,325.56	43.2
01-75-7040-00	2,800.00	62,516.75	250,000.00	187,483.25	25.0
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	786.78	3,110.68	8,000.00	4,889.32	38.9
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	3,783.36	7,444.45	17,000.00	9,555.55	43.8
01-75-7100-00	.00	.00	365,400.00	365,400.00	.0
01-75-7125-00	.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	160.24	3,553.59	5,000.00	1,446.41	71.1
01-75-7131-00	.00	.00	2,500.00	2,500.00	.0
01-75-7133-00	2,671.12	10,156.49	5,000.00	(5,156.49)	203.1
01-75-7137-00	.00	.00	45,000.00	45,000.00	.0
TOTAL DEPARTMENT 75	11,601.98	194,421.09	879,300.00	684,878.91	22.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS OUT</u>					
01-80-7040-00 TRANSFER WATER FUND	2,350.52	121,416.48	187,700.00	66,283.52	64.7
01-80-7050-00 TRANSFER - CONTINGENT FUND	25,000.00	225,000.00	225,000.00	.00	100.0
01-80-7056-00 COMMUNITY RECREATION CENTER	.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	(146,347.50)	286,397.79	320,000.00	33,602.21	89.5
01-80-7115-00 TRANSFER TO EQPT. REPLACEMENT	.00	1,000,000.00	1,000,000.00	.00	100.0
TOTAL TRANSFERS OUT	(118,996.98)	1,657,741.00	23,773,700.00	22,115,959.00	7.0
TOTAL FUND EXPENDITURES	262,543.57	6,713,018.23	30,183,600.00	23,470,581.77	22.2
NET REVENUE OVER EXPENDITURES	550,853.42	8,289,906.13	(19,979,800.00)	(28,269,706.13)	41.5

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
02-00-4310-00 WATER CHARGES	124,756.64	2,947,989.31	2,500,000.00	(447,989.31)	117.9
02-00-4320-00 WATER TAP FEES	22,728.72	522,098.57	.00	(522,098.57)	.0
02-00-4322-00 RAW WATER DEV. FEE	46,861.30	930,350.81	.00	(930,350.81)	.0
02-00-4325-00 WATER REFUNDS	(883.37)	(14,302.48)	.00	14,302.48	.0
02-00-4330-00 MISCELLANEOUS	30,684.00	865,347.50	150,000.00	(715,347.50)	576.9
02-00-4610-00 EARNINGS ON INVESTMENTS	82,294.82	294,695.71	71,000.00	(223,695.71)	415.1
02-00-4830-00 TRANSFER FROM GENERAL FUND	2,350.52	121,416.48	187,700.00	66,283.52	64.7
TOTAL SOURCE 00	308,792.63	5,667,595.90	2,908,700.00	(2,758,895.90)	194.9
TOTAL FUND REVENUE	308,792.63	5,667,595.90	2,908,700.00	(2,758,895.90)	194.9

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	3,417.20	42,225.72	65,000.00	22,774.28	65.0
02-25-5010-03 OVERTIME	.00	.00	300.00	300.00	.0
02-25-5015-00 PART-TIME SALARIES	283.42	4,303.83	7,500.00	3,196.17	57.4
02-25-5020-00 JANITORIAL SALARIES	216.67	2,583.37	2,700.00	116.63	95.7
02-25-5025-00 MANAGER	2,118.53	31,489.92	29,700.00	(1,789.92)	106.0
02-25-5050-00 PAYROLL TAXES	375.00	5,469.34	8,000.00	2,530.66	68.4
02-25-5060-00 RETIREMENT FUND	420.02	5,750.82	8,100.00	2,349.18	71.0
02-25-5065-00 HEALTH INSURANCE	1,056.51	13,132.49	16,000.00	2,867.51	82.1
02-25-5070-00 WORKMEN'S COMPENSATION	.00	641.22	1,000.00	358.78	64.1
02-25-6010-00 UTILITIES	167.61	2,323.75	3,500.00	1,176.25	66.4
02-25-6505-00 OFFICE EXPENSE	667.67	1,778.56	3,600.00	1,821.44	49.4
02-25-6506-00 UTILITY BILL MAILING	636.14	7,604.05	8,300.00	695.95	91.6
02-25-6507-00 BILL PRESENTMENT	2,114.83	7,452.74	10,000.00	2,547.26	74.5
02-25-6510-00 TELEPHONE	148.52	1,488.44	1,700.00	211.56	87.6
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	67.37	1,073.69	1,000.00	(73.69)	107.4
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	3,372.50	14,996.49	30,000.00	15,003.51	50.0
02-25-8012-00 COMP. PROFESSIONAL SERVICES	464.05	8,667.76	8,300.00	(367.76)	104.4
02-25-8014-00 LEGAL	589.00	12,220.75	6,000.00	(6,220.75)	203.7
02-25-8016-00 SALARY STUDY FEES	.00	.00	700.00	700.00	.0
02-25-8017-00 PROFESSIONAL SERVICES	5,258.45	29,550.93	25,000.00	(4,550.93)	118.2
02-25-9028-00 COMMUNICATIONS	.00	13.50	3,000.00	2,986.50	.5
TOTAL ADMINISTRATION	21,373.49	207,254.77	259,800.00	52,545.23	79.8

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-5010-00 SALARIES	16,250.84	187,322.26	235,000.00	47,677.74	79.7
02-70-5010-03 OVERTIME	174.87	3,316.58	10,000.00	6,683.42	33.2
02-70-5015-00 PART TIME SALARIES	.00	2,177.70	2,600.00	422.30	83.8
02-70-5050-00 PAYROLL TAXES	1,099.74	14,082.13	18,900.00	4,817.87	74.5
02-70-5060-00 RETIREMENT FUND	719.94	8,750.17	13,500.00	4,749.83	64.8
02-70-5065-00 HEALTH INSURANCE	4,865.05	50,166.06	65,000.00	14,833.94	77.2
02-70-5070-00 WORKMEN'S COMPENSATION	.00	6,934.35	8,000.00	1,065.65	86.7
02-70-6010-00 UTILITIES	14,736.27	203,490.23	205,000.00	1,509.77	99.3
02-70-6510-00 TELEPHONE	597.06	6,569.45	8,300.00	1,730.55	79.2
02-70-6511-00 TRAINING	.00	2,286.48	4,000.00	1,713.52	57.2
02-70-6518-00 CLEANING SUPPLIES	95.11	1,075.29	1,600.00	524.71	67.2
02-70-6522-00 INSURANCE	.00	27,255.00	27,400.00	145.00	99.5
02-70-6524-00 GAS AND OIL	351.42	10,792.13	8,800.00	(1,992.13)	122.6
02-70-6526-00 CHEMICALS	3,023.68	157,628.55	160,000.00	2,371.45	98.5
02-70-6527-00 SUPPLIES-SAFETY EQPT.	120.35	791.27	2,500.00	1,708.73	31.7
02-70-6528-00 OPERATING SUPPLIES	93.24	5,406.32	10,400.00	4,993.68	52.0
02-70-6544-01 METER UPGRADE	15,305.73	56,062.47	75,000.00	18,937.53	74.8
02-70-6544-02 TOOLS	.00	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	.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	14,664.30	15,104.00	42,000.00	26,896.00	36.0
02-70-7015-00 R&M WATERLINES	1,840.00	6,886.62	30,000.00	23,113.38	23.0
02-70-7020-00 REPAIRS & MAINTENANCE	2,413.75	27,992.16	80,000.00	52,007.84	35.0
02-70-7022-00 VEHICLE REPAIRS	49.01	2,910.43	3,500.00	589.57	83.2
02-70-7030-00 PURCHASED WATER	.00	1,500,029.00	1,512,700.00	12,671.00	99.2
02-70-7031-00 CWCWD EMERGENCY CONNECTION	586.00	6,488.90	7,100.00	611.10	91.4
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	785.22	25,816.80	50,000.00	24,183.20	51.6
TOTAL OPERATIONS - WATER FUND	<u>77,771.58</u>	<u>2,490,351.79</u>	<u>2,951,500.00</u>	<u>461,148.21</u>	<u>84.4</u>
TOTAL FUND EXPENDITURES	<u>99,145.07</u>	<u>2,697,606.56</u>	<u>3,211,300.00</u>	<u>513,693.44</u>	<u>84.0</u>
NET REVENUE OVER EXPENDITURES	<u>209,647.56</u>	<u>2,969,989.34</u>	<u>(302,600.00)</u>	<u>(3,272,589.34)</u>	<u>981.5</u>

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
03-00-4310-00 SEWER CHARGES	164,041.18	1,919,222.19	1,825,000.00	(94,222.19)	105.2
03-00-4320-00 SEWER TAP FEES	17,200.00	171,500.00	.00	(171,500.00)	.0
03-00-4330-00 MISCELLANEOUS	1,000.00	22,257.18	10,000.00	(12,257.18)	222.6
03-00-4610-00 EARNINGS ON INVESTMENTS	47,028.11	119,081.13	50,000.00	(69,081.13)	238.2
TOTAL SOURCE 00	229,269.29	2,232,060.50	1,885,000.00	(347,060.50)	118.4
TOTAL FUND REVENUE	229,269.29	2,232,060.50	1,885,000.00	(347,060.50)	118.4

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	4,450.47	55,500.94	80,000.00	24,499.06	69.4
03-25-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
03-25-5015-00 PART-TIME SALARIES	283.42	4,303.83	7,500.00	3,196.17	57.4
03-25-5020-00 JANITORIAL SALARIES	216.66	2,583.26	2,600.00	16.74	99.4
03-25-5025-00 MANAGER SALARIES	4,112.46	61,127.70	57,100.00	(4,027.70)	107.1
03-25-5050-00 PAYROLL TAXES	597.17	8,403.86	11,200.00	2,796.14	75.0
03-25-5060-00 RETIREMENT FUND	700.51	9,408.48	11,600.00	2,191.52	81.1
03-25-5065-00 HEALTH INSURANCE	1,580.61	18,341.51	24,200.00	5,858.49	75.8
03-25-5070-00 WORKMEN'S COMPENSATION	.00	641.22	800.00	158.78	80.2
03-25-6010-00 UTILITIES - TOWN HALL	209.51	2,904.70	4,400.00	1,495.30	66.0
03-25-6505-00 OFFICE EXPENSES	85.04	579.58	3,200.00	2,620.42	18.1
03-25-6506-00 UTILITY BILL MAILING	636.14	7,604.00	7,800.00	196.00	97.5
03-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	8,000.00	8,000.00	.0
03-25-6510-00 TELEPHONE	148.52	1,488.44	1,800.00	311.56	82.7
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	67.37	1,168.49	1,100.00	(68.49)	106.2
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	464.05	7,840.10	7,000.00	(840.10)	112.0
03-25-8014-00 LEGAL	2,663.25	6,301.25	16,000.00	9,698.75	39.4
03-25-8016-00 SALARY STUDY	.00	.00	800.00	800.00	.0
03-25-8017-00 PROFESSIONAL SERVICES - ENG.	580.80	20,147.20	30,000.00	9,852.80	67.2
TOTAL PERSONNEL	16,795.98	217,444.87	295,400.00	77,955.13	73.6

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	19,550.95	221,726.47	280,000.00	58,273.53	79.2
03-70-5010-03 OVERTIME PAY	213.73	3,941.32	10,000.00	6,058.68	39.4
03-70-5050-00 PAYROLL TAXES	1,344.13	16,485.30	22,200.00	5,714.70	74.3
03-70-5060-00 RETIREMENT FUND	879.91	10,694.24	16,500.00	5,805.76	64.8
03-70-5065-00 HEALTH INSURANCE	5,946.17	61,314.14	81,000.00	19,685.86	75.7
03-70-5070-00 WORKMEN'S COMPENSATION	.00	4,369.47	8,900.00	4,530.53	49.1
03-70-6010-00 UTILITIES	21,549.85	214,529.19	220,000.00	5,470.81	97.5
03-70-6510-00 TELEPHONE	614.27	6,727.56	6,500.00	(227.56)	103.5
03-70-6511-00 TRAINING	.00	200.00	3,300.00	3,100.00	6.1
03-70-6518-00 CLEANING SUPPLIES	95.11	1,075.29	1,500.00	424.71	71.7
03-70-6522-00 INSURANCE	.00	27,855.02	29,300.00	1,444.98	95.1
03-70-6524-00 GAS AND OIL	351.42	10,244.98	9,100.00	(1,144.98)	112.6
03-70-6525-00 GIS MAPPING	.00	.00	25,000.00	25,000.00	.0
03-70-6526-00 CHEMICALS	9,420.95	135,044.14	120,000.00	(15,044.14)	112.5
03-70-6527-00 SUPPLIES-SAFETY EQPT.	59.70	1,116.48	3,500.00	2,383.52	31.9
03-70-6528-00 OPERATING SUPPLIES	99.08	3,529.81	10,000.00	6,470.19	35.3
03-70-6544-02 TOOLS	194.25	477.91	3,500.00	3,022.09	13.7
03-70-6544-03 VEHICLE	.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	49,382.50	86,695.00	400,000.00	313,305.00	21.7
03-70-7015-00 REPAIRS & MAINT - MAINS	150.00	11,686.54	20,000.00	8,313.46	58.4
03-70-7020-00 REPAIRS & MAINTENANCE	3,931.32	91,120.34	120,000.00	28,879.66	75.9
03-70-7022-00 VEHICLE REPAIRS	256.77	1,705.56	3,000.00	1,294.44	56.9
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	43,109.20	43,109.20	45,000.00	1,890.80	95.8
03-70-7090-00 INSURANCE DEDUCTIBLES	.00	1,000.00	7,500.00	6,500.00	13.3
03-70-8012-00 PROFESSIONAL SERVICES	2,822.43	49,523.47	50,000.00	476.53	99.1
TOTAL OPERATIONS - SEWER FUND	159,971.74	1,046,708.83	1,727,800.00	681,091.17	60.6
TOTAL FUND EXPENDITURES	176,767.72	1,264,153.70	2,023,200.00	759,046.30	62.5
NET REVENUE OVER EXPENDITURES	52,501.57	967,906.80	(138,200.00)	(1,106,106.80)	700.4

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
05-00-4070-00 COLORADO LOTTERY	21,228.35	78,344.92	70,000.00	(8,344.92)	111.9
05-00-4110-00 PARK FEES	3,000.00	62,000.00	62,500.00	500.00	99.2
05-00-4130-00 LARIMER COUNTY USE TAX	10,705.86	108,112.39	90,000.00	(18,112.39)	120.1
05-00-4330-00 OTHER	576.37	13,005.54	5,000.00	(8,005.54)	260.1
05-00-4610-00 CT-EARNINGS ON INVEST.	4,204.13	24,407.73	9,000.00	(15,407.73)	271.2
TOTAL SOURCE 00	39,714.71	285,870.58	236,500.00	(49,370.58)	120.9
TOTAL FUND REVENUE	39,714.71	285,870.58	236,500.00	(49,370.58)	120.9

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
05-70-6533-00 TREE TRIMMING	.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	2,000.00	2,000.00	4,000.00	2,000.00	50.0
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	.00	7,478.54	8,000.00	521.46	93.5
05-70-6553-00 CLEARVIEW PARK	.00	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	2,000.00	168,094.74	219,000.00	50,905.26	76.8
TOTAL FUND EXPENDITURES	2,000.00	168,094.74	219,000.00	50,905.26	76.8
NET REVENUE OVER EXPENDITURES	37,714.71	117,775.84	17,500.00	(100,275.84)	673.0

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
06-00-4110-00 TRANSFER FROM GENERAL FUND	25,000.00	225,000.00	225,000.00	.00	100.0
06-00-4610-00 CF-EARNINGS ON INVESTMENTS	4,272.66	28,796.47	7,200.00	(21,596.47)	400.0
TOTAL SOURCE 00	29,272.66	253,796.47	232,200.00	(21,596.47)	109.3
TOTAL FUND REVENUE	29,272.66	253,796.47	232,200.00	(21,596.47)	109.3

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 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	29,272.66	246,406.07	(1,623,300.00)	(1,869,706.07)	15.2

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 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	429.27	2,936.94	900.00	(2,036.94)	326.3
TOTAL SOURCE 00	429.27	6,779.94	3,900.00	(2,879.94)	173.8
TOTAL FUND REVENUE	429.27	6,779.94	3,900.00	(2,879.94)	173.8
NET REVENUE OVER EXPENDITURES	429.27	6,779.94	3,900.00	(2,879.94)	173.8

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
09-00-4110-00 TRANSFER FROM GENERAL FUND	.00	1,000,000.00	1,000,000.00	.00	100.0
09-00-4610-00 EARNINGS ON INVESTMENTS	13,997.74	39,838.94	5,000.00	(34,838.94)	796.8
TOTAL SOURCE 00	13,997.74	1,039,838.94	1,005,000.00	(34,838.94)	103.5
TOTAL FUND REVENUE	13,997.74	1,039,838.94	1,005,000.00	(34,838.94)	103.5

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

EQUIPMENT REPLACEMENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
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	.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	<u>.00</u>	<u>265,693.14</u>	<u>276,100.00</u>	<u>10,406.86</u>	<u>96.2</u>
TOTAL FUND EXPENDITURES	<u>.00</u>	<u>265,693.14</u>	<u>276,100.00</u>	<u>10,406.86</u>	<u>96.2</u>
NET REVENUE OVER EXPENDITURES	<u>13,997.74</u>	<u>774,145.80</u>	<u>728,900.00</u>	<u>(45,245.80)</u>	<u>106.2</u>

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-00-4110-00 DRAINAGE FEES	36,225.09	508,617.21	416,000.00	(92,617.21)	122.3
11-00-4610-00 EARNINGS ON INVESTMENTS	12,404.32	62,362.53	22,500.00	(39,862.53)	277.2
TOTAL SOURCE 00	48,629.41	570,979.74	438,500.00	(132,479.74)	130.2
TOTAL FUND REVENUE	48,629.41	570,979.74	438,500.00	(132,479.74)	130.2

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	1,492.33	19,105.18	38,900.00	19,794.82	49.1
11-25-5010-03 OVERTIME	.00	.00	100.00	100.00	.0
11-25-5011-00 PART TIME OFFICE	283.41	4,303.75	12,600.00	8,296.25	34.2
11-25-5025-00 MANAGER	2,118.53	31,489.92	29,500.00	(1,989.92)	106.8
11-25-5050-00 PAYROLL TAXES	257.23	3,778.65	6,300.00	2,521.35	60.0
11-25-5060-00 RETIREMENT FUND	258.84	3,569.92	5,700.00	2,130.08	62.6
11-25-5065-00 HEALTH INSURANCE	775.55	9,257.97	10,200.00	942.03	90.8
11-25-5070-00 WORKMAN'S COMPENSATION	.00	641.22	700.00	58.78	91.6
11-25-6010-00 UTILITIES	73.33	1,016.70	1,600.00	583.30	63.5
11-25-6505-00 OFFICE SUPPLIES	.00	439.82	800.00	360.18	55.0
11-25-6506-00 UTILITY BILL MAILING	636.14	7,604.00	7,900.00	296.00	96.3
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	.00	2,075.00	2,500.00	425.00	83.0
11-25-8012-00 COMPUTER PROF. SERVICES	307.25	4,257.00	3,700.00	(557.00)	115.1
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	6,202.61	91,966.99	134,100.00	42,133.01	68.6
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	3,508.79	26,241.62	63,200.00	36,958.38	41.5
11-70-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
11-70-5050-00 PAYROLL TAXES	205.82	1,845.62	4,900.00	3,054.38	37.7
11-70-5060-00 RETIREMENT FUND	118.96	1,081.72	4,200.00	3,118.28	25.8
11-70-5065-00 HEALTH INSURANCE	840.57	9,895.83	24,000.00	14,104.17	41.2
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	619.94	900.00	280.06	68.9
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	197.73	2,461.54	2,000.00	(461.54)	123.1
11-70-6526-00 OPERATING SUPPLIES	37.11	401.77	1,000.00	598.23	40.2
11-70-6544-06 INFRASTRUCTURE REPAIR	.00	.00	20,000.00	20,000.00	.0
11-70-7020-00 REPAIR & MAINTENANCE	(1,272.32)	2,794.23	1,000.00	(1,794.23)	279.4
11-70-7022-00 VEHICLE REPAIRS	.00	.00	800.00	800.00	.0
11-70-7024-00 INLET REPLACEMENT	10,400.00	10,400.00	20,000.00	9,600.00	52.0
11-70-7026-00 CURB/GUTTER REPLACEMENT	2,000.00	19,017.50	70,000.00	50,982.50	27.2
TOTAL OPERATIONS	16,053.93	81,683.43	220,100.00	138,416.57	37.1
TOTAL FUND EXPENDITURES	22,256.54	173,650.42	354,200.00	180,549.58	49.0
NET REVENUE OVER EXPENDITURES	26,372.87	397,329.32	84,300.00	(313,029.32)	471.3

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
14-00-5010-00 LIBRARY- SALARIES	19,712.33	304,077.07	398,000.00	93,922.93	76.4
14-00-5050-00 LIBRARY-PAYROLL TAXES	1,485.53	23,070.26	48,000.00	24,929.74	48.1
14-00-5065-00 HEALTH INS.	500.00	5,654.90	10,000.00	4,345.10	56.6
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	21,697.86	337,243.45	460,000.00	122,756.55	73.3
TOTAL FUND EXPENDITURES	21,697.86	337,243.45	460,000.00	122,756.55	73.3
NET REVENUE OVER EXPENDITURES	(21,697.86)	(337,243.45)	(460,000.00)	(122,756.55)	(73.3)

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
15-00-4060-00 USE TAX	189,348.17	3,036,881.07	1,000,000.00	(2,036,881.07)	303.7
15-00-4610-00 EARNINGS ON INVESTMENTS	69,541.11	285,737.46	65,000.00	(220,737.46)	439.6
TOTAL SOURCE 00	258,889.28	3,322,618.53	1,065,000.00	(2,257,618.53)	312.0
 <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	 258,889.28	 3,356,658.72	 1,125,000.00	 (2,231,658.72)	 298.4

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
15-70-7020-00 STREET REPAIR & MAINT.	1,272.32	305,368.73	350,000.00	44,631.27	87.3
15-70-7022-00 ALLEY IMPROVEMENTS	.00	.00	2,000.00	2,000.00	.0
15-70-7035-00 COMMUNITY CENTER IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
15-70-7045-00 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	1,817.50	634,314.95	1,200,000.00	565,685.05	52.9
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	3,089.82	1,954,615.00	7,587,500.00	5,632,885.00	25.8
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15-80-7060-00 REBATE	159,130.00	181,722.83	180,000.00	(1,722.83)	101.0
15-80-7090-00 I-25 GRANT CONTRIBUTION	.00	250,000.00	250,000.00	.00	100.0
TOTAL DEPARTMENT 80	159,130.00	431,722.83	430,000.00	(1,722.83)	100.4
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TOTAL FUND EXPENDITURES	162,219.82	2,386,337.83	8,017,500.00	5,631,162.17	29.8
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NET REVENUE OVER EXPENDITURES	96,669.46	970,320.89	(6,892,500.00)	(7,862,820.89)	14.1

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
16-00-4070-00 FROM SALES TAX	8,683.92	121,350.18	112,500.00	(8,850.18)	107.9
16-00-4610-00 EARNINGS ON INVESTMENTS	.00	24.47	100.00	75.53	24.5
TOTAL SOURCE 00	8,683.92	121,374.65	112,600.00	(8,774.65)	107.8
TOTAL FUND REVENUE	8,683.92	121,374.65	112,600.00	(8,774.65)	107.8

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
16-70-7010-00 CONSTRUCTION	27,400.00	114,900.00	114,900.00	.00	100.0
TOTAL DEPARTMENT 70	27,400.00	114,900.00	114,900.00	.00	100.0
TOTAL FUND EXPENDITURES	27,400.00	114,900.00	114,900.00	.00	100.0
NET REVENUE OVER EXPENDITURES	(18,716.08)	6,474.65	(2,300.00)	(8,774.65)	281.5

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
17-00-4610-00 EARNINGS ON INVESTMENTS	47,362.38	226,817.78	50,000.00	(176,817.78)	453.6
TOTAL SOURCE 00	47,362.38	226,817.78	50,000.00	(176,817.78)	453.6
<u>SOURCE 01</u>					
17-01-4110-01 TRANSPORATION FAC. DEV. FEE	43,925.24	1,299,261.60	405,000.00	(894,261.60)	320.8
17-01-4110-02 POLICE FACILTIES DEV. FEE	7,697.35	269,671.39	132,000.00	(137,671.39)	204.3
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	13,027.28	648,105.76	28,000.00	(620,105.76)	2314.7
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	6,698.00	379,334.00	150,000.00	(229,334.00)	252.9
17-01-4110-05 LIBRARY FACILITIES FEE	5,226.00	273,112.00	100,000.00	(173,112.00)	273.1
17-01-4110-06 TRAFFIC SIGNAL	557.72	8,362.10	5,000.00	(3,362.10)	167.2
TOTAL SOURCE 01	77,131.59	2,877,846.85	820,000.00	(2,057,846.85)	351.0
TOTAL FUND REVENUE	124,493.97	3,104,664.63	870,000.00	(2,234,664.63)	356.9

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 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	.00	10,979.62	33,200.00	22,220.38	33.1
17-70-6544-19 ANNUAL LEASE/UTILITIES	1,771.68	21,422.28	26,500.00	5,077.72	80.8
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	.00	37,295.51	.00	(37,295.51)	.0
TOTAL DEPARTMENT 70	1,771.68	192,103.24	272,700.00	80,596.76	70.4
TOTAL FUND EXPENDITURES	1,771.68	192,103.24	272,700.00	80,596.76	70.4
NET REVENUE OVER EXPENDITURES	122,722.29	2,912,561.39	597,300.00	(2,315,261.39)	487.6

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

STREET MAINTENANCE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
20-00-4110-00 STREET MAINTENANCE FEES	28,711.77	334,828.60	305,000.00	(29,828.60)	109.8
20-00-4610-00 EARNINGS ON INVESTMENTS	654.29	1,122.09	500.00	(622.09)	224.4
TOTAL SOURCE 00	29,366.06	335,950.69	305,500.00	(30,450.69)	110.0
TOTAL FUND REVENUE	29,366.06	335,950.69	305,500.00	(30,450.69)	110.0

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

STREET MAINTENANCE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
20-70-7020-00 STREET MAINTENANCE	2,709.16	274,203.27	300,000.00	25,796.73	91.4
TOTAL DEPARTMENT 70	2,709.16	274,203.27	300,000.00	25,796.73	91.4
TOTAL FUND EXPENDITURES	2,709.16	274,203.27	300,000.00	25,796.73	91.4
NET REVENUE OVER EXPENDITURES	26,656.90	61,747.42	5,500.00	(56,247.42)	1122.7

**PAYMENT
OF
BILLS**

BILLS SUBMITTED FOR PAYMENT- JANUARY 2019

ACE HARDWARE	\$	503.87
ADOLFSON & PETERSON CONSTRUCTION	\$	264,277.74
ALL COPY PRODUCTS	\$	1,113.52
AVALIS WAYFINDING SOLUTIONS, INC.	\$	106.61
BLUE360 MEDIA	\$	162.75
BRANDON COPELAND	\$	567.68
CARROT-TOP INDUSTRIES INC.	\$	393.53
CASELLE	\$	1,097.00
CDR PROPANE	\$	931.50
CENTRAL WELD COUNTY WATER DISTRICT	\$	586.00
CENTURY LINK	\$	335.07
CH DIAGNOSTICS & CONSULTING SERVICES INC.	\$	420.00
CINTAS	\$	413.87
CINTAS - LOVELAND	\$	444.84
CIRSA	\$	54,244.72
CMI, INC.	\$	425.00
COLORADO ANALYTICAL	\$	95.00
COLORADO MUNICIPAL LEAGUE	\$	2,440.00
COREN PRINTING	\$	200.00
DENVER INDUSTRIAL SALES	\$	14,710.00
DPC INDUSTRIES (CHEMICALS)	\$	24,636.37
EDCOR	\$	280.00
ERGOMED	\$	200.00
FACILITY MAINTENANCE BY DESIGN	\$	850.40
FALCON ENVIRENMENTAL CORPORATION	\$	15,000.00
FIRST NATIONAL BANK	\$	3,699.58
FIRST CLASS SECURITY SYSTEMS	\$	78.90
GALLS	\$	11.99
GRAINGER	\$	174.67
GREYSTONE TECHNOLOGY	\$	6,083.08
HACH COMPANY	\$	1,282.10
HAYS MARKET	\$	260.11
H & E EQUIPMENT SERVICES, INC.	\$	1,054.00
HELTON & WILLIAMSEN, P.C.	\$	2,368.50
HILL & ROBBINS PC	\$	989.00
HOME DEPOT	\$	433.07
J&S CONTRACTORS SUPPLY	\$	2,550.08
JOHNSTOWN BREEZE	\$	49.68
JOHNSTOWN CLOTHING & EMBROIDERY	\$	1,777.05
JOHNSTOWN MILLIKEN CHAMBER OF COMMERCE	\$	15,000.00
JONES EXCAVATING & PLUMBING	\$	2,685.00
KELLY SUPPLY COMPANY	\$	78.99
KH ROOFING LLC	\$	20,797.00
LA SALLE OIL COMPANY	\$	1,578.53
LAW OFFICE OF AVI ROCKLIN	\$	10,832.00
LAZAR, MICHAEL A.	\$	750.00
LOVELAND READY MIX CONCRETE	\$	616.00
MARES AUTO	\$	180.00
MARIPOSA PLANTS	\$	85.00
MHC KENWORTH-GREELEY	\$	123.37
MILLIKEN JOHNSTOWN ELECTRIC	\$	2,300.00
MOUNTAIN STATES PIPE & SUPPLY CO.	\$	2,938.89
NALCO COMPANY LLC	\$	1,219.63

NAPA AUTO PARTS	\$	731.04
NORTH FRONT RANGE METROPOLITAN PLANNING ORGANIZATION	\$	7,723.00
OFFICE DEPOT	\$	36.00
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	\$	98.55
POUDRE VALLEY REA	\$	11,042.21
PRIME SOLUTION	\$	194,585.00
PURCHASE POWER	\$	150.00
RHINEHART OIL	\$	5,640.41
SECURITY CENTRAL	\$	213.00
SNAP-ON TOOLS	\$	155.00
SOUTHWEST DIRECT, INC.	\$	2,984.73
SUPPLY WORKS	\$	946.07
TDS	\$	713.37
TOWN & COUNTRY FENCE CO.	\$	20,300.00
TRAFFIC SIGNAL CONTROLS, INC.	\$	150.00
UE COMPRESSION	\$	567.00
UNITED POWER	\$	749.10
USA BLUEBOOK	\$	4,654.78
UTILITY NOTIFICATION CENTER	\$	506.05
VERIZON WIRELESS	\$	2,098.17
WAGNER EQUIPMENT CO	\$	4,040.00
WASTE MANAGEMENT	\$	56,055.64
WELD COUNTY DEPT OF PUBLIC HEALTH	\$	2,444.50
WELD COUNTY PUBLIC SAFETY IT	\$	706.48
WINDSTREAM	\$	1,822.50
WINTERS, HELLERICH & HUGHES	\$	2,030.00
XCEL ENERGY	\$	42,455.18
XYLEM WATER SOLUTIONS USA	\$	5,868.40
YOST CLEANING	\$	2,100.00
	\$	835,997.87

**WATER AND SEWER
AGREEMENT**

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this ____ day of _____, 2018, by and between **BLUEMOUNTAIN 2534, 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 in Larimer County within the Northwest ¼ of Section 14, Township 5 North, Range 68 West of the 6th P.M., also known as Lot 2, Block 1, 2534 Filing No. 20, 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 and is to be leased as an office and warehouse facility known as Blue Mountain Self Storage 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 (June 4, 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 June 26, 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	0.037	0.0018
Landscape Irrigation (non-potable)	0.900	0.7650
Total	0.937	0.7668

2. Water Rights Dedication.

a. 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 32.37 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 185.76 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 0.037 acre-feet per year of potable water supply together with the corresponding sewer service and up to 0.9 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:

Andy Moszynski
BlueMountain 2534, LLC
845 Brush Creek Road
Aspen, CO 81611

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

BlueMountain 2354, LLC

By: [Signature]
Andy Mbszynski

Title: Mgr

STATE OF COLORADO)
COUNTY OF Larimer) ss

SUBSCRIBED AND SWORN to before me this 28th day of December, 2018 by Andy Mbszynski.

Witness my hand and official seal.

[Signature]
Notary Public
100 Johnstown Center Dr.
Johnstown CO 80534
Address 970-395-7627
Telephone

My Commission Expires: 09/12/2020

AMY MALDONADO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084028148
MY COMMISSION EXPIRES SEPTEMBER 12, 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 1, Block 1, 2534 Filing No. 20, 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 Blue Mountain Self Storage, and any successor occupant of the premises at the same location, pursuant to the Water and Sewer Service Agreement between Blue Mountain Self Storage and the Town of Johnstown dated _____, 20__ . The amount of such allocated raw water credit is calculated to be 0.40 acre-feet per year for In-Building Use and 0.90 acre-feet per year for Irrigation Use, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement.

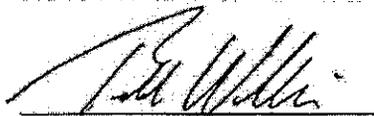
GERRARD FAMILY LIMITED PARTNERSHIP, LLLP



Dated: 10-18-2018

Nathan Gerrard, Partner
Gerrard Family Limited Partnership, LLLP

THOMPSON RANCH DEVELOPMENT COMPANY



Dated: 10/17/18

Todd Williams, Vice President
Thompson Ranch Development Company

**WATER AND SEWER
AGREEMENT**

**FIRST AMENDMENT TO
WATER AND SEWER SERVICE AGREEMENT**

THIS FIRST AMENDMENT TO WATER AND SEWER SERVICE AGREEMENT is made and entered into this ____ day of _____, 2019, by and between JOHNSTOWN PLAZA, LLC, a Kansas limited liability company (“Developer”), and THE TOWN OF JOHNSTOWN, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as “the Parties.”

RECITALS:

WHEREAS, on or about June 6, 2016, the Parties entered into a Water and Sewer Service Agreement (“WSSA”) for Property being developed as a Shopping Center in the Town; and

WHEREAS, based on the economic benefits, the additional employment and the extraordinary opportunity presented by the location of the Shopping Center in the Town, the Town agreed to allow the Developer to pay cash-in lieu of water dedication for the in-building and outdoor water fountain needs of the Shopping Center; and

WHEREAS, to effectuate the foregoing, the Town set aside four and one-half (4.5) shares of the Consolidated Home Supply Ditch and Reservoir Company (“Home Supply”) from the shares owned by the Town and created the Johnstown Plaza Water Bank; and

WHEREAS, the WSSA provided that the Johnstown Plaza Water Bank would terminate on December 31, 2018 and that the water that had not been used by the Developer would revert back to the Town; and

WHEREAS, on December 12, 2018, the Developer requested that the Town extend the Johnstown Plaza Water Bank for an two additional years, to and including December 31, 2020, to satisfy the in-building water needs of future tenants in the Shopping Center; and

WHEREAS, the Developer suggested that the Town reduce the amount of Home Supply water that is set aside for the Shopping Center because, among other reasons, water is not being used for outdoor fountains; and

WHEREAS, given the substantial value that has accrued to the Town by virtue of the Shopping Center, the Town desires to accommodate the Developer’s request and extend the Johnstown Plaza Water Bank to December 31, 2020.

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. ***Recitals and Terms.*** The Recitals are incorporated into the Agreement as if fully set forth herein. Capitalized terms used but not defined herein shall have the meaning set forth in the WSSA.

2. ***Paragraph 2 of the WSSA.*** Paragraph 2 of the WSSA shall be amended in full to read as follows:

To facilitate the development of the Shopping Center, Town agrees to allow Developer to use up to two and one-half (2.5) shares of the Consolidated Home Supply Ditch and Reservoir Company (up to 20 acre-feet feet per year) from the shares owned by the Town pursuant to the terms of this Agreement for the in-building water needs of the Shopping Center. The water may not be used for any other purpose. Upon the execution of this Agreement, the water shares shall be set aside and placed into a water bank (“Johnstown Plaza Water Bank”). The Town’s Water Engineer shall manage the Johnstown Plaza Water Bank, and maintain an accurate accounting of the water that is used and the water that is still available for use by Developer.

The Johnstown Plaza Water Bank shall terminate on December 31, 2020. Water that has not been allocated to the use of Developer pursuant to the terms of this Agreement by December 31, 2020, shall revert back to the Town, shall be available for any and all uses deemed appropriate by the Town and shall not be available for any use by the Developer absent a written amendment to this Agreement signed by the Parties.

Notwithstanding anything contained herein, the Developer shall not be obligated to purchase the right to use water from the Johnstown Plaza Water Bank.

3. ***Validity of WSSA.*** Except as expressly modified herein, the WSSA shall remain in full force and effect

[The remainder of the page intentionally left blank.]

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

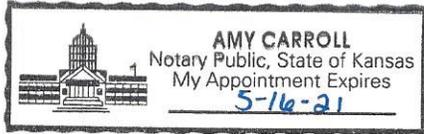
JOHNSTOWN PLAZA, LLC

By: Allen Schlup
Allen Schlup, Managing Member

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

SUBSCRIBED AND SWORN to before me this 14 day of January, 2019,
by Allen Schlup, as the authorized member of Johnstown Plaza, LLC.

WITNESS my hand and official seal.



A. Carroll
Notary Public

My commission expires: 5-16-21

137 NW 1501 Rd Urich, MO 64788
Address

ATTEST:

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

APPROVED AS TO FORM:

Avi S. Rocklin
Town Attorney

AGENDA ITEM 7

TOWN MANAGER

REPORT



TOWN OF JOHNSTOWN

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Interim Town Manager

DATE: January 23, 2019

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):

- 01/23/2019 – Regular Town Council Meeting
 - 01/28/2019 – Work Session – Infrastructure (6:30 PM)
 - 02/04/2019 – Regular Town Council Meeting
 - 02/11/2019 – Work Session – None Planned
 - 02/20/2019 – Regular Town Council Meeting (Due to Holiday on 18th)
-

Police Department

Training:

- *A Women's Place Training*
 - Learned about statistics involving DV victims
 - We were provided information on shelters for victims
 - Services that A Women's Place offers
- *Mental Health Hold Training*
 - What constitutes a mental health hold
 - What to do with someone who is gravely endangered
 - Detox holds
 - Services provide by PVH and Banner Health
- *Dealing with the Homeless Population Training*
 - Cold weather shelter vs. Homeless shelter
 - Where to take the homeless we come in contact with
 - What to do with a veteran who is homeless
 - Provided information on resources for the homeless
- *Larimer County Humane Society* – The Town entered into a contract for animal receiving services with Larimer County Humane Society. The fee and level of service was the same as 2018.

The Community That Cares

Administration

- *Planning & Development Director* – Interviews for the Planning and Development Director were conducted last week with a scheduled meet and greet on the 23rd with the Council will be hosted starting at 6:15 p.m.
- *Annexation Meeting* – The Town Attorney and Manager met with a party interested in annexing property into Johnstown and hope to work through a tentative agreement and petition in the future for the Council consideration.
- *Northern Front Range Water Quality Planning Association* – I had the opportunity to meet with Mark Thomas about the permitting process at the State in anticipation of our work session on the 28th regarding sewer development and expansion.
- *CDPHE Response* – We will have our initial response to CDPHE by Friday of this week and another follow up by April 5th for their consideration to address their noted issues during their sanitary survey.
- *Recreation Center Meeting* – There is a regular meeting with the contractor, architect, and owner's representative every Tuesday at 9:30 am. The project completion date is still intact although they have been experiencing higher than expected ground water during excavation of the pool.

Public Works Department

Streets, Storm water & Parks

- *Crack sealing* – Crack sealed Angelica and Angelica Place in Thompson crossing. Sycamore in Clearview Ave in now. 11 tons (10 pallets) of material were applied for this work.
- *Christmas Decorations* – Crews removed Christmas decoration from around Town.
- *Road Grading* – Grading was done two times on our County Roads for a total of approximately 16 miles lane miles of road.
- *Street Lights* – Crews repaired a number of street lights in Downtown. Also a list from the Police Department consisting of 27 locations around Town were submitted to Xcel for repair. If citizens note street light outages, they are encouraged to contact both Xcel and the Town.
- *Community Cleanup Day* - Cleanup Days is set for April 27th.

Water & Wastewater

- *Roof Replacement and Security Gate Access* – Both projects, to replace the membrane roof and the security gate access at the water treatment plant have been completed and approved based on inspections.
- *Water Treatment Plant Improvements* – A pre-bid meeting was held on water plant piping project on January 15th and bids will be opened on January 22nd, and presented at the January 23rd Council Meeting with plans to award a contract, and notice to proceed.
- *Water Treatment Plant Maintenance* - We are performing the yearly maintenance of the DAF system. This includes draining and cleaning of all of the basins and checking all the mechanical components.
- *New Fan Press* - We are running the fan press at Low Point 4 to 5 days a week with reasonable success while we fine tune the settings.
- *Sewer Service Lines* - Two back-ups on private lines have been reported. Both appeared to be caused by tree roots.

AGENDA ITEM 9A

CONTINUED PUBLIC HEARING

**(Weld County School District
RE5-J Cash in Lieu Fees)**

*PUBLIC HEARING PROCEDURE – _____

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 _____.
 - b. Ask to hear from anyone who opposes _____.
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 _____.

For Denial:

I move to deny approval of _____.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 23, 2019

ITEM NUMBER: 9A

SUBJECT: Weld County Reorganized School District RE-5J Cash In Lieu Fees

ACTION PROPOSED: **Continued Public Hearing (First Reading)** – First Amendment to the Intergovernmental Agreement (IGA) Between Town of Johnstown and Weld County Reorganized School District RE-5J

ATTACHEMENTS: 1. Intergovernmental Agreement with Exhibits A & B
2. Correspondence and Analysis from RE-5J of Cash in Lieu Fees

PRESENTED BY: Matt LeCerf, Interim Town Manager

AGENDA ITEM DESCRIPTION: On Monday November 19, 2019, Council was provided with the information related to a recently updated cash in lieu commissioned by and for the Johnstown-Milliken RE-5J School District. Our current IGA with RE-5J provides for regular updates to the impact fee based on verified information. Based on the recent review by their consultant, RE-5J is requesting an increase in the cash in lieu fee schedule as more clearly described in the table below:

Unit Type	Current Cash in Lieu Fee	Proposed Cash in Lieu Fee
Single Family Detached	\$750.00	\$924.00
Single Family Attached (Per Unit)	\$750.00	\$353.00
Multifamily (Per Unit)	\$750.00	\$613.00
Mobile Home	\$750.00	\$1530.00

As part of approval of the updated cash in lieu fees a public hearing is required which was set for January 7, 2019 and continued until January 23, 2019 due to the school district not having representation to answer questions from the Council. Based upon the outcome of the public hearing and direction from the Council, formal consideration by the Council may take place at the next meeting scheduled for Monday February 4, 2019. The proposed amendment to the Intergovernmental Agreement (IGA) is attached and incorporates the change in the methodology based on Exhibits A and B. It also includes as requested by the District, an update to the address of correspondence between the two parties

In compliance with our IGA with Berthoud, we have notified their Town Counsel regarding this fee change. It is also worth noting as part of this item, that we are not clear if other neighboring local governments in the RE-5J District have adopted the updated cash in lieu fee. While it is the policy direction of the Town Council, staff would recommend adoption contingent upon our

adjacent local government entities adopting the same fee schedule to ensure uniform application of the cash in lieu fee.

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

FINANCIAL ADVICE: Fees assessed while collected by the Town will be remitted directly to the District.

RECOMMENDED ACTION: Approve the Intergovernmental Agreement (IGA) which includes a Cash in Lieu fee schedule and other miscellaneous updates.

SUGGESTED MOTIONS: NOT UNTIL FEBRUARY 4, 2019

For Approval: I move to approve the IGA with Weld County Reorganized RE-5J School District as presented.

For Denial: I move to deny approval of the IGA with Weld County Reorganized RE-5J School District as presented.

Reviewed:

Town Manager

INTERGOVERNMENTAL AGREEMENT

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN
TOWN OF JOHNSTOWN AND WELD COUNTY REORGANIZED SCHOOL DISTRICT RE-5J
CONCERNING ANNEXATIONS AND SCHOOL SITE DEDICATION
OR PAYMENTS IN LIEU FOR SCHOOL SITE PURPOSES

This First Amendment to Intergovernmental Agreement Concerning Annexations and School Site Dedication or Payments in Lieu for School Site Purposes (“First Amendment”) between the Town of Johnstown, a Colorado home rule municipality (“Town”), and the Weld County Reorganized School District RE-5J, a political subdivision of the State of Colorado (“School District”) (collectively, the “Parties”), is executed this ____ day of _____, 2019.

RECITALS

WHEREAS, on or about January 1, 1999, the Parties entered into an Intergovernmental Agreement Concerning Annexations and School Site Dedication or Payments in Lieu for School Site Purposes (“Agreement”); and

WHEREAS, pursuant to the Agreement, the Town agreed, except in limited circumstances, to collect cash payments from certain developers in lieu of requiring such developers to dedicate land for school sites; and

WHEREAS, the amount of the cash in lieu payments was based on agreed-upon School Planning Standards and School District Methodology, as the terms are defined in Agreement and set forth on Exhibits A and B attached thereto; and

WHEREAS, the Agreement provides that the cash in lieu payments should be reviewed periodically and adjusted when appropriate; and

WHEREAS, the Agreement further provides that, before revising cash in lieu payments based on a change in the School Planning Standards or School District Methodology, the Town shall hold a public hearing; and

WHEREAS, the School District is requesting that the Town agree to amend the amount of the cash in lieu payments to accommodate the increased market values and costs associated with development of school sites; and

WHEREAS, the School District’s request reflects a change in the School Planning Standards and School District Methodology by differentiating between, and seeking different cash in lieu payments for, single-family detached, single-family attached, multifamily and mobile homes; and

WHEREAS, the Town held a public hearing related to the School District’s request on January 7, 2019 and January 23, 2019; and

WHEREAS, after review of the Agreement and the evidence presented at the public hearing, the Town desires to enter into this First Amendment and approve the School District’s request to amend the cash-lieu payments; and

WHEREAS, the Town finds that this First Amendment is in the best interests of the citizens of the Town of Johnstown.

AGREEMENT

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

1. Recitals. The Recitals are incorporated herein and shall be deemed to be terms of this First Amendment as if fully set forth herein.

2. Terms. Unless otherwise defined or set forth herein, the terms of this First Amendment shall have the meaning set forth in the Agreement.

3. School Planning Standards and School District Methodology. The School Planning Standards, attached hereto and incorporated herein by reference as Exhibit A, and School District Methodology, attached hereto and incorporated herein by reference as Exhibit B, are hereby adopted. Exhibit A and Exhibit B shall replace and supersede the exhibits attached to the Agreement.

4. Notice. Paragraph 10(c) of the Agreement provides the location and manner in which notice shall be provided to each party. Notice to the School District as set forth therein shall hereinafter be provided to:

Weld County School District RE-5J
110 South Centennial Drive, Suite A
Milliken, CO 80543

5. Headings. The paragraph headings are for the convenience and reference of the Parties and are not intended to define or limit the scope or intent of this First Amendment.

6. Remaining Terms of Agreement. Except as expressly modified herein, the remaining provisions of the Agreement shall remain in full force and effect.

DONE AND DATED this ____ day of _____, 2019.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

WELD COUNTY REORGANIZED SCHOOL
DISTRICT RE-5J

ATTEST:

By: _____
_____, Secretary

By: _____
_____, Board of Education President

EXHIBIT A

WELD COUNTY SCHOOL DISTRICT RE-5J
Johnstown/Milliken, Colorado



School District Planning Standards

	Single Family <u>Detached</u>	Single Family <u>Attached</u>	<u>Multifamily</u>	Mobile <u>Homes</u>
i. Student Yields				
Elementary School	0.301	0.106	0.187	0.469
Middle School	0.148	0.053	0.091	0.224
High School	0.170	0.071	0.123	0.306
ii. School Facility Enrollment Capacities				
Elementary School	640			
Middle School	930			
High School	975			
iii. School Site Acreage Requirements				
Elementary School	10			
Middle School	23			
High School	40			
iv. Developed Land Value per Acre				
\$60,130				

Revised 10/17/2018 based on information provided by Strategic Resources West



EXHIBIT B

WELD COUNTY SCHOOL DISTRICT RE-5J
Johnstown/Milliken, Colorado

School District Methodology

Based on the School District Planning Standards, contained in Exhibit A, calculation of land dedication or in-lieu payments uses the following procedures:

	<u>Student Yield</u>	<u>Acres per Student Capacity</u>	<u>Acres Required per Housing Unit</u>	<u>Per Acre Value</u>	<u>Cash in Lieu Amount Per Unit</u>
Single Family Detached					
Elementary	0.301	0.05	0.0047	\$ 60,130	\$ 283
Middle	0.148	0.02	0.0037	\$ 60,130	221
High School	0.170	0.02	0.0070	\$ 60,130	420
Total	0.619		0.0154		\$ 924
Single Family Attached					
Elementary	0.106	0.02	0.0017	\$ 60,130	\$ 100
Middle	0.053	0.01	0.0013	\$ 60,130	79
High School	0.071	0.01	0.0029	\$ 60,130	174
Total	0.230		0.0059		\$ 353
Multi Family					
Elementary	0.187	0.03	0.0029	\$ 60,130	\$ 175
Middle	0.091	0.01	0.0022	\$ 60,130	135
High School	0.123	0.01	0.0051	\$ 60,130	303
Total	0.401		0.0102		\$ 613
Mobile Home					
Elementary	0.469	0.07	0.0073	\$ 60,130	\$ 441
Middle	0.224	0.02	0.0056	\$ 60,130	334
High School	0.306	0.03	0.0125	\$ 60,130	755
Total	0.999		0.0254		\$ 1,530

Revised 10/17/2018 based on information provided by Strategic Resources West

AGENDA ITEM 10A

**APPOINTMENT OF
COUNCILMEMBER**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 23, 2019

ITEM NUMBER: 10A

SUBJECT: Consider Appointment of Councilmember

ACTION PROPOSED: Appoint Councilmember

PRESENTED BY: Mayor and Town Clerk

AGENDA ITEM DESCRIPTION: Mayor Scott James resigned from the Town Council on December 31, 2019, Mayor Pro-Tem Gary Lebsack was appointed Mayor on January 7, 2019 leaving a vacancy on the council. Section 2.6 A. (Vacancies) of the Town Charter provides in part for the following:

“Appointment by Council if the vacancy occurs more than ninety (90) days before the next municipal election. The appointee shall be selected by a majority vote of the remaining members of Council and such appointment shall be made within thirty (30) days after such vacancy occurs. All such appointments shall continue until a successor is elected and qualified at the next general municipal election.”

The position vacancy was posted on the Town’s web page and also advertised in the local newspaper. Six (6) applications were received for the position (please refer to attachments). Applicant interviews were held on January 14, 2019.

LEGAL ADVICE: The appointment will continue until a successor is elected and qualified at the next general municipal election which is scheduled for April, 2020.

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Appoint Councilmember

SUGGESTED MOTION:

For Approval: I move to appoint (name of appointee) as Councilmember to an unexpired term ending April, 2020.

For Denial: I move to deny the appointment of (name of appointee) as Councilmember.

AGENDA ITEM 10B

**AWARD BID FOR
JOHNSTOWN WATER TREATMENT
PLANT PIPING REPLACEMENT**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 23, 2019

ITEM NUMBER: 10B

SUBJECT: Award Bid for Johnstown Water Treatment Plant (WTP) Piping Replacement

ACTION PROPOSED: Approve a Contract with preferred contractor for Johnstown Water Treatment Plant (WTP) Piping Replacement

ATTACHMENTS: 1. Invitation to Bid Notice
2. Bid Tabulation (to be delivered on January 22 by 5 p.m.)

PRESENTED BY: Matt LeCerf, Interim Town Manager

AGENDA ITEM DESCRIPTION:

On December 5, 2018 the Town entered in an agreement with Northern Colorado Engineering, Inc. for design, bid programming, advertising, recommendation on award, construction oversight, pay request verification, and compliance with best installation, construction and engineering specifications. These services are for the removal and replacement of existing filter pipe in the lower section of the Town Water Treatment Plant in the pipe galley that has been repaired several times. The existing steel piping and some of the appurtenances (valves, meters, and fittings) will need to be replaced along within the 40' section. Due to the arrangement of the piping, when the piping is being replaced the water treatment will be out of service. On January 3, 2019, the design was completed and advertised for bid in compliance with the Town's new Purchasing Policy.

The formal opening of the bid will take place on January 22, 2019, at 2 p.m. and you will be provided with a copy of bid tabulation sheet after bids are opened. A formal recommendation will be provided either prior to or at the Council meeting. This is certainly outside of the regular format which we would provide this information to you simply because there is an urgency to this project. The urgency is related to the fact that while this project is under construction we will not be supplying water through our Treatment Plant and we will be using our emergency water interconnects with Central Weld County Water District (CWCWD), Little Thompson Water District (LTWD), and City of Greeley. Given the desire to reduce our downtime at the WTP and perform this work when water demand is at its lowest point during the winter, we are expediting this project for your consideration.

While the actual bid advertisement is attached, the general scope of services for the project includes:

- a. Bid Schedule A: Removal of 12" and 14" steel pipe and fittings with lead based paint and is being replaced with, 12" and 14" DIP pipe and fitting, a new 12" magnetic flow meter which shall be connected to the plant SCADA system, new valves, and air operated actuators.

- b. Bid Schedule B: Removal of 12” and 18” steel pipe with lead based paint, and installation of two blind flanges.
- c. Bid Schedule C: Installation of anthracite in the existing filter at the water treatment plant.
- d. Bid Schedule D: Installation of stainless piping and fittings for the DAF system. Installing owner supplied equipment including the saturator, two pumps with concrete pump bases, and other small piping. Electrical and Controls are not included as part of the overall project. This work will be completed by Owner.

LEGAL ADVICE:

The agreement was reviewed by the Town Attorney

FINANCIAL ADVICE:

With the exception of the anthracite all items have been budgeted in fiscal year 2019.

RECOMMENDED ACTION:

SUGGESTED MOTIONS:

For Approval:

I move that we approve the contract and award the Johnstown Piping Project to _____, subject to review of the completed contract by the Town Attorney and Town Manager and also authorize the contract to be signed by the Town Manager.

For Denial:

I move that we deny the bids for the Johnstown Piping Project as presented.

Reviewed and Approved for Presentation:

Town Manager

INVITATION TO BID

INVITATION TO BID

Date: 1/3/2019

Sealed Bids will be received by the Town of Johnstown (hereinafter referred to as Owner), at the office of the Owner, 450 S. Parish Ave. Johnstown, CO 80534, until **2:00 P.M.**, local time, **January 22, 2019**, for:

Johnstown WTP Piping Replacement **Town of Johnstown**

1. At said place and time, and promptly thereafter, all Bids that have been duly received will be publicly opened and read aloud.

The scope of services for the project includes:

- a. Bid Schedule A: Removal of 12" and 14" steel pipe and fittings with lead based paint and is being replaced with, 12" and 14" DIP pipe and fitting, a new 12" magnetic flow meter which shall be connected to the plant SCADA system, new valves, and air operated actuators.
- b. Bid Schedule B: Removal of 12" and 18" steel pipe with lead based paint, and installation of two blind flanges.
- c. Bid Schedule C: Installation of anthracite in the existing filter at the water treatment plant.
- d. Bid Schedule D: Installation of stainless piping and fittings for the DAF system. Installing owner supplied equipment including the saturator, two pumps with concrete pump bases, and other small piping. Electrical and Controls are not included as part of the overall project. This work will be completed by Owner.

Electronic copies of the Bidding Documents may be obtained from the office of the Engineer, NOCO Engineering Co., (hereinafter referred to as ENGINEER) upon payment of One Hundred (\$100.00) per each set. Mail payments to NEC at 11323 Coal Mine St. Firestone, CO 80504. No paper sets will be sold. No partial sets will be issued. **NO REFUNDS OF PAYMENTS WILL BE MADE.** Bidding Documents will be available January 9, 2019, through a private Dropbox account.

All questions shall be sent by email to jcook@nec-engrs.com. The last day for questions is January 18, 2019, at 2:00 p.m.

A **Pre-Bid** will be held at the Owner's WTP 23205 WCR 13 (Colorado Blvd.), Johnstown, CO 80534) on **January 15, 2019 at 2:00 p.m.** OWNER's clock.

The Bidding Documents may be examined at:

1. The OWNER'S office.
2. The Engineer's office.

Bidder Qualification forms are included in the Project Manual. Bidders must be qualified contractors in the State of Colorado. Bids received from Bidders who are not recorded by the ENGINEER as having received the Bidding Documents will not be opened.

The Work is expected to be commenced within **fifteen (15)** days after the Date of Contract. Completion of the Work is required as specified in the Agreement.

Bid Security in the amount of five percent (5%) of the total Bid Price must accompany each Bid in the form specified in the Instructions to Bidders.

OWNER: Town of Johnstown

By: Matthew LeCerf

CONTRACT DOCUMENTS

Notice of Award

Dated _____

Project: Johnstown WTP Piping Replacement	Owner: Town of Johnstown	Owner's Contract No.:
Contract: Johnstown WTP Piping Replacement	Engineer's Project No.:19-100.05	
Bidder:		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Johnstown WTP Piping Replacement

The scope of services for the project is to provide:

- a. Bid Schedule A: Removal of 12" and 14" steel pipe and fittings with lead-based paint and is being replaced with, 12" and 14" DIP pipe and fitting, a new 12" magnetic flow meter which shall be connected to the plant SCADA system, new valves, and air operated actuators.
- b. Bid Schedule B: Removal of 12" and 18" steel pipe with lead-based paint, and installation of two blind flanges.
- c. Bid Schedule C: Installation of anthracite in the existing filter at the water treatment plant.

The selected Bid Schedule is _____

The Contract Price of your Contract is _____

_____ Dollars (\$_____).

Three (3) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner two (2) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders (Article 20), and General Conditions (Paragraph 5.01) and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner
By: _____
Authorized Signature

Title

Copy to Engineer

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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT**

This is an Agreement between **Town of Johnstown** (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The scope of services for the project includes:

1. Bid Schedule A: Removal of 12” and 14” steel pipe and fittings with lead based paint and is being replaced with, 12” and 14” DIP pipe and fitting, a new 12” magnetic flow meter which shall be connected to the plant SCADA system, new valves, and air operated actuators.
2. Bid Schedule B: Removal of 12” and 18” steel pipe with lead based paint, and installation of two blind flanges.
3. Bid Schedule C: Installation of anthracite in the existing filter at the water treatment plant.
4. Bid Schedule D: Installation of stainless piping and fittings for the DAF system. Installing owner supplied equipment including the saturator, two pumps with concrete pump bases, and other small piping. Electrical and Controls are not included as part of the overall project. This work will be completed by Owner.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

1. Bid Schedule A: Removal of 12” and 14” steel pipe and fittings with lead based paint and is being replaced with, 12” and 14” DIP pipe and fitting, a new 12” magnetic flow meter which shall be connected to the plant SCADA system, new valves, and air operated actuators.
2. Bid Schedule B: Removal of 12” and 18” steel pipe with lead based paint, and installation of two blind flanges.
3. Bid Schedule C: Installation of anthracite in the existing filter at the water treatment plant.
4. Bid Schedule D: Installation of stainless piping and fittings for the DAF system. Installing owner supplied equipment including the saturator, two pumps with concrete pump bases, and other small piping. Electrical and Controls are not included as part of the overall project. This work will be completed by Owner.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **NOCO Engineering Co. (NEC)** (Engineer), who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before March 30, 2019 for Bid Schedule A, substantially completed on or before April 30, 2019 for Bid Schedule B, C, and D and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before May 15, 2019 for all Bid Schedules.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner five hundred dollars (\$500) for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner one hundred dollars (\$100) for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form.

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

A. For all Work other than Unit Price Work, a Lump Sum for Bid Schedule A, B, C, and D:

_____ (\$ _____)
(words) (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. Ninety percent (90%) of Work completed (with the balance being retainage) for Agreement amounts less than one hundred fifty thousand dollars (\$150,000). Ninety-five percent (95%) of Work completed (with the balance being retainage) for Agreement amounts greater than or equal to one hundred fifty thousand dollars (\$150,000). For Agreements less than one hundred fifty thousand dollars (\$150,000), Work has been fifty percent (50%) completed as determined by ENGINEER and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed. In which case, the remaining progress payments before Substantial Completion will be in an amount equal to one hundred percent (100%) of the Work completed.

b. Ninety percent (90%) (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02. of the General Conditions) for Agreement amounts less than one hundred fifty thousand dollars (\$150,000). Ninety-five percent (95%) (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02. of the General Conditions) for Agreement amounts greater than or equal to one hundred fifty thousand dollars (\$150,000). Ninety percent (90%) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to Ninety-five percent (95%) percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07, subject, however, to compliance with the requirements of Section 38-26-107, Colorado Revised Statutes.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of six (6) percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 00520-1 to 00520-7, inclusive).
2. Performance bond (pages 00610-1 to 00610-2, inclusive).
3. Payment bond (pages 00615A-1 to 00615A-2, inclusive).

4. Other bonds (pages _____ to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
 5. General Conditions (pages 00700-1 to 00700-40, inclusive).
 6. Supplementary Conditions (pages 00800-1 to 00800-12, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings attached to the appendix.
 9. Addenda (numbers _____ to _____, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 00300-1 to 00300-4, inclusive).
 - b. Documentation submitted by CONTRACTOR prior to Notice of Award (page 00500-1).
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 00670-1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented in writing as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any

written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Governmental Immunity

A. Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities or defenses provided to, or enjoyed by, Owner under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as from time to time amended.

10.06 Illegal Aliens

A. Contractor certifies that Contractor shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. Contractor shall not knowingly employ or contract with an illegal alien to perform work on the Project or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise will comply with the requirements of Section 8-17.5-101(2)(b)(I), C.R.S. Contractor shall not use Basic Pilot 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 on the Project knowingly employs or contracts with an illegal alien, the Contractor shall (i) notify the subcontractor and District within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Contractor fails to comply with any requirement of this provision or Section 8-17.5-101 *et seq.*, C.R.S., District may, without any liability to Contractor, terminate this Agreement, and Contractor shall be liable for all actual damages incurred by District as a consequence of such breach.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 2019 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.:

(Where applicable)

Agent for service or process:

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

AGENDA ITEM 10C

**REQUEST FOR TOWN
INCENTIVE**

**(Thompson River Pediatrics
And Urgent Care)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 23, 2019

ITEM NUMBER: 10C

SUBJECT: Request for Town Incentive – Thompson River Pediatrics & Urgent Care

ACTION PROPOSED: Approval of an incentive for the Thompson River Pediatrics & Urgent Care

ATTACHMENTS:

1. Town of Johnstown Economic Development Policy
2. Narrative from the Entity Requesting Economic Incentive
 - a. Additional information about the business and planned growth

PRESENTED BY: Matt LeCerf, Interim Town Manager

AGENDA ITEM DESCRIPTION:

The Town has an economic development policy which outlines conditions by which an incentive may be considered by the Town Council. In general, based on the policy, it is clear that each incentive is completely voluntary and discretionary by the Council. The policy provides an overview for what conditions an incentive might be considered for an applicant making a request. Under this request this project is eligible under the broad principle of:

- An existing business desires to expand in a manner that would be beneficial to the Town

Furthermore, it also meets the following criteria:

- Potential to generate sales tax revenue (*indirectly through visitors in the area*)
- Substantial capital investment in the Town
- Creation of new employment
- Above-average wages
- Diversification of businesses that enhance quality of life
- Vital industry with a long term commitment to the Town
- Uniqueness of a project deemed advantageous and beneficial to the Town
- Quality of the proposed improvements and use

Councilwoman Tallent was contacted and provided an introduction for me to Amber Griffin, one of the owners of Thompson River Pediatric & Urgent Care. I have had the opportunity to meet with Ms. Griffin and discuss her project in reasonable detail. Since January 2015, they have operated in the 25/34 Commercial District. They operate a successful health care business that is unaffiliated with other hospitals and are looking to expand their business from their current facility. The existing facility has roughly 1,200 square feet and they want to build a new facility in the same commercial area that would be almost 10,000 square feet. This would allow for them to expand the current services they offer and to focus more on behavioral & mental health

medicine. With additional space, the new facility would create new jobs which are provided in detail by the applicant's packet of information.

Based on the information provided by the applicant, the new facility will be subject to building permit and impact fees and it is under these types of incentives that Staff is recommending a reduction as outlined in the potential incentives:

- Development Fees. The Town may waive, reimburse or defer payment of building permit and inspection fees if the funds are otherwise used to assist in the payment of the cost of the public improvements associated with the development project.
- Impact Fees. The Town may consider deferral of all or a portion of the transportation facilities development fees, the public facilities development fees or the police facilities development fees from the application for a building permit to the issuance of a certificate of occupancy.

Under these two fee types, the estimated costs for the building permit fee is approximately \$70,000 and the impact fees for Public Facility, Police Facility and Transportation is \$32,000. Staff would recommend an incentive of a 50% reduction in the building permit fee and 25% for the impact fee. This recommendation is based predominantly on the new primary job creation and construction of a new facility that provides value to our commercial area.

LEGAL ADVICE:

Providing this incentive is at the discretion of the Town Council.

FINANCIAL ADVICE:

Based on the incentive provided, revenues from the building permit would still allow the Town to cover the direct costs associated with the review, inspection, and other administrative functions of the project.

RECOMMENDED ACTION:

SUGGESTED MOTIONS:

For Approval:

I move to approve the incentive as presented for Thompson River Pediatric & Urgent Care.

For Denial:

I move that we deny the incentive as presented for Thompson River Pediatric & Urgent Care.

Reviewed and Approved for Presentation:

Town Manager

**PROPOSAL FROM
THOMPSON RIVER PEDIATRICS
AND URGENT CARE, LLC**

Thompson River Pediatrics Collaborative Care Center – 4785 Larimer Parkway

Thompson River Pediatrics and Urgent Care, LLC opened its doors on January 19, 2015. We are a privately-owned pediatric practice currently renting space in 2534. We see children; birth to 18 for well and sick care. We believe that every kid deserves to be seen when they need to be seen and shouldn't have to wait until the next day if they are sick, so we offer extended hours for walk-in sick visits. Thompson River Pediatrics is owned by Dr. Ashlea Franques and Amber Griffin who combine expertise in pediatric medicine and business management to make the company a success.

We have experienced exponential growth in the 4 years since opening our office and need more space to continue to grow and care for children. In addition to growing our business, we are going to be creating a space to include pediatric physical, occupational, speech, behavioral, and mental health services under one roof. We are building a Collaborative Care Center that will be the focus of our vision and make Johnstown the new destination for pediatric health care in Northern Colorado with an emphasis on children on the autism spectrum. This will be the only facility in Northern Colorado to offer all of these Pediatric services under one roof. It offers convenience for parents as well as more coordinated care for the kids. We will be bringing in some of the top specialists in the community to help make this a reality. Many of the therapies that we will be providing will have parents waiting for their children for over an hour and therefore will give the parents plenty of time to go do some shopping around 2534 and then take their children for lunch at one of the new restaurants in the area.

Our growth –

Year 1 – 2015

1-Pediatrician

1-RN

Amber

Current Rented Space – 1750 sq. ft.

4 Exam rooms

1 Procedure room

Year 2 – 2016

1-Pediatrician

1-Nurse Practitioner

1-RN

1-LPN

3- Medical Assistants

1-Receptionist

New Building – 10,000 sq. ft.

2- waiting rooms (sick & well)

14- Exam rooms

2- Procedure Rooms

Lactation Room

Year 3 & 4 – 2017/2018

1-Pediatrician

2-Nurse Practitioners

2-RN's

1-LPN

4-Medical Assistants

2-Receptionists

Lab

x-ray room

Included Space- to be occupied by outside providers

Physical Therapy Gym

Sensory Gym

2-Occupational Therapy offices

2-Speech therapy offices

2-Behavioral therapy offices

1-Psychologist's office

2-Mental Health Therapist

Patients per week – 2015 – 2018

Year 1 – 99

Year 2 – 210

Year 3 & 4 – 320

We will create a number of high paying jobs that will include the following:

Thompson River Pediatrics to employ:

- 4- Pediatricians with an average annual salary of \$250,000
- 6- Pediatric Nurse Practitioners with an average salary of \$100,000
- 4- Pediatric RN's with an average salary of \$52,000
- 6- Office support staff with an average salary of \$35,000
- 6- Medical Assistants with an average salary of \$30,000
- 1- X-ray Tech with an average salary of \$35,000
- 1- Marketing Director/Non-Profit CEO with an average salary of \$65,000

Outside Companies to employ:

- 2- Occupational Therapists with an average annual salary of \$85,000
- 2- Physical Therapists with an average annual salary of \$85,000
- 1-Admin with an average annual salary of \$35,000

2-Speech Therapists with an average annual salary of \$85,000

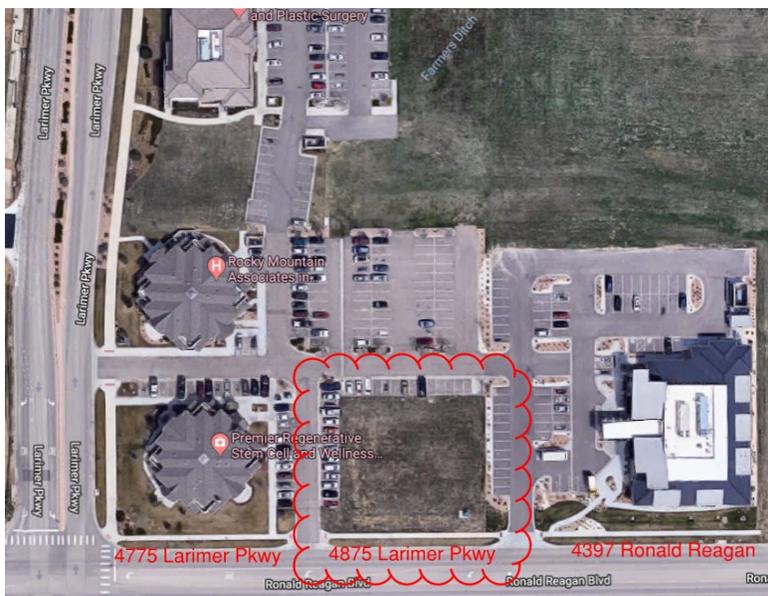
1-ABA Therapist with an average annual salary of \$85,000

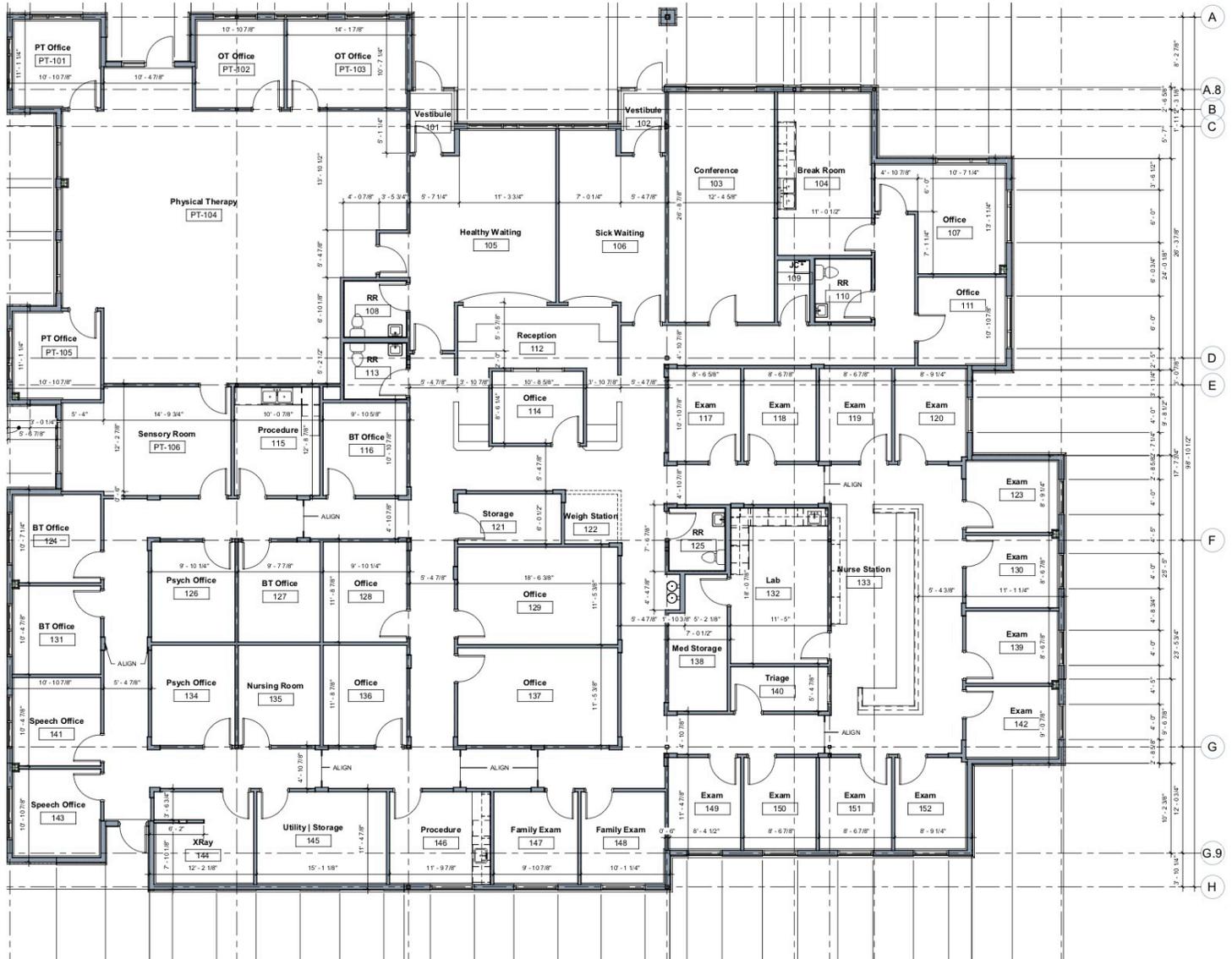
1-ABA Technician with an average annual salary of \$46,000

1-Psychologist with an average annual salary of \$100,000

2-3 Counselors with an average annual salary of \$48,000

We have a current patient panel size of around 3000 children from as far north as Laramie, WY and south as Thornton, CO. Fifty percent of our patients currently have Medicaid. Medicaid serves both low income children as well as medically complex children. Medicaid pays between 25-40% less than private payers, however we feel like these are the patients that need our help the most. It isn't about making a fortune, it's about making a difference in our community and providing others with the quality of care they deserve. In order to make our vision a reality and help us make it affordable we are asking that the Town of Johnstown would consider giving us a 50% discount on our Building Permit fees and a 35% discount on our impact fees. We will be not only creating more professional jobs but also bringing many parents from all over Northern Colorado into the 2534 Development. This building will allow us to go from seeing 320 patients a week to around 1000 patients a week.





ECONOMIC DEVELOPMENT INCENTIVE POLICY

ECONOMIC DEVELOPMENT INCENTIVE POLICY

GOAL STATEMENT

The Town of Johnstown (“Town”) supports economic development to sustain the fiscal health of the community, promote employment opportunities and enhance the quality of life in the Town. To further those goals, the Town desires to create tools to assist economic development in order to attract new businesses to the community, retain and promote the expansion of existing businesses in the community and diversify the local economy.

ELIGIBLE PROJECTS

The Town may consider providing economic incentives to businesses that offer extraordinary long-term benefits to the Town. In determining whether to grant an economic incentive, the Town is guided by whether an economic incentive is likely to attract new, sustainable and desirable development to the community, whether a proposed development that is attractive to the community would locate in the Town without an economic incentive, whether an existing business desires to expand in a manner that would be beneficial to the Town or whether an existing business is actively seeking to relocate outside the Town. The Town shall be particularly inclined to grant economic incentives to businesses with a strong sales tax base or to businesses within the historic downtown area.

Based on those broad principles, the Town considers the following criteria in determining whether to grant an incentive:

- Potential to generate sales tax revenue
- Substantial capital investment in the Town
- Creation of new employment
- Above-average wages
- Diversification of businesses that enhance quality of life
- Desirable retail establishments
- Vital industry with a long term commitment to the Town
- Uniqueness of a project deemed advantageous and beneficial to the Town
- Location of new sales tax generating business
- Potential to induce other desirable businesses to locate in the Town
- Quality of the proposed improvements and use

POTENTIAL INCENTIVES

For eligible development projects, the Town may consider the following potential economic incentives based upon the magnitude and attractiveness of the project:

Use Tax. The Town may waive, reimburse or defer payment of a portion of the use tax generated by a development if the funds are otherwise used to assist in the payment of the cost of the public improvements associated with the development project.

Development Fees. The Town may waive, reimburse or defer payment of building permit and inspection fees if the funds are otherwise used to assist in the payment of the cost of the public improvements associated with the development project.

Sales Tax. The Town may consider a rebate, or share-back, of a portion of the sales tax generated to reimburse a developer for the cost of public improvements associated with the development project.

Impact Fees. The Town may consider deferral of all or a portion of the transportation facilities development fees, the public facilities development fees or the police facilities development fees from the application for a building permit to the issuance of a certificate of occupancy.

Metropolitan Districts. The Town may consider a service plan for the formation of a metropolitan district under the Special District Act, Title 32, Article 1, C.R.S., allowing the metropolitan district to finance, design, plan, construct, install and/or complete public improvements. When appropriate, the Town may authorize the metropolitan district to collect public improvement fees on sales transactions to pay for debt associated with public improvements.

Personal Business Property Tax. The Town does not impose a personal business property tax.

Downtown Façade Grant Program. The Town may provide financial assistance for improvement projects to building façades in the downtown area to encourage revitalization of private and commercial properties. See www.townofjohnstown.com/309/historic-downtown.

Coordination with Economic Development Agencies. The Town may actively assist and help coordinate efforts to obtain grants and financial assistance from other economic development agencies, such as Upstate Colorado Economic Development and the Colorado Office of Economic Development and International Trade.

Weld County Enterprise Zone. Pre-certified companies that locate or expand within the Town's portion of the Weld County Enterprise Zone may be eligible to earn a variety of state income tax credits.

For purposes of this economic development incentive policy, public improvements include public infrastructure improvements, such as street improvements, traffic signalization, sidewalks or trails, water and sanitary sewer lines, storm sewer lines, drainage improvements, parking facilities or water quality improvements, and also include improvements to public spaces, public art, landscaping and the construction of unique or enhanced elements of streetscape and the built-environment.

COORDINATED AND EXPEDITED REVIEW

A request for an economic incentive shall be evaluated on a case-by-case basis to determine the overall benefit and impact to the community. In reviewing a request, the Town commits to expedited review, superior customer service and a quality development review process.

A developer or business (“applicant”) seeking an economic incentive shall submit a written request to the Town. Upon receipt of the written request, Town staff shall review the request and schedule an in-person review meeting with the applicant. As a part of the review process, Town staff shall perform a cost-benefit analysis of the requested economic incentive, identifying and calculating the benefits to the community compared with the costs and impacts. When appropriate, Town staff may require that the applicant obtain a cost-benefit analysis from an independent outside consultant to determine the viability of the requested economic incentive.

Once Town staff and the applicant have finalized discussions and negotiations, regardless of whether Town staff and the applicant have reached agreement on the economic incentive request, the applicant shall have an opportunity to appear before Town Council to request the economic incentive. At that time, Town staff shall present its findings and also make a recommendation to Town Council. Town Council retains full discretion and final authority to approve or deny an economic incentive, and may do so on any basis that it deems to be proper and appropriate and in the best interests of the Town.

AGENDA ITEM 11

EXECUTIVE SESSION

INFORMATIONAL

SALES TAX COLLECTION COMPARISON

	2007	2008	2009	2010	2011	2012	2013	2014
January	\$ 82,823.83	\$ 112,906.16	\$ 114,574.52	\$ 120,821.78	\$ 129,054.56	\$80,845.26	\$138,926.71	\$200,874.52
February	\$ 107,107.12	\$ 120,211.68	\$ 131,341.16	\$ 143,571.06	\$ 165,380.48	\$154,574.52	\$170,144.76	\$213,383.02
March	\$ 95,327.45	\$ 117,926.34	\$ 130,759.29	\$ 126,858.09	\$ 154,933.25	\$150,449.85	\$158,388.57	\$191,574.61
April	\$ 95,461.10	\$ 132,473.67	\$ 122,003.57	\$ 124,511.65	\$ 142,017.42	\$155,532.16	\$148,372.14	\$173,047.77
May	\$ 103,585.33	\$ 112,185.02	\$ 134,117.23	\$ 149,743.63	\$ 153,006.12	\$175,860.70	\$163,002.93	\$181,055.55
June	\$ 92,483.98	\$ 128,530.45	\$ 118,220.66	\$ 135,940.82	\$ 236,181.75	\$157,302.39	\$160,078.30	\$201,461.59
July	\$ 107,950.90	\$ 119,872.77	\$ 136,436.35	\$ 143,358.17	\$ 141,095.46	\$142,259.01	\$177,659.81	\$210,542.27
August	\$ 101,238.93	\$ 123,881.48	\$ 134,572.41	\$ 153,235.00	\$ 165,538.84	\$164,648.58	\$196,195.82	\$215,922.59
September	\$ 107,327.23	\$ 138,384.50	\$ 133,105.29	\$ 141,411.83	\$ 159,405.85	\$162,249.29	\$210,633.00	\$209,866.06
October	\$ 112,344.74	\$ 135,011.64	\$ 133,255.20	\$ 147,517.34	\$ 160,943.19	\$177,286.58	\$182,285.81	\$209,329.84
November	\$ 115,336.54	\$ 143,931.39	\$ 135,272.05	\$ 157,542.51	\$ 145,549.20	\$169,851.64	\$218,132.83	\$200,338.57
December	\$ 130,943.29	\$ 133,157.65	\$ 128,920.80	\$ 128,107.75	\$ 167,083.18	\$152,280.60	\$241,533.43	\$200,666.45
Total Collected	\$ 1,251,930.44	\$ 1,518,472.75	\$ 1,552,578.53	\$ 1,672,619.63	\$ 1,920,189.30	\$1,843,140.58	\$2,165,354.11	\$2,408,062.84
	2015	2016	2017	2018	2019			Budget
January	\$186,167.58	\$188,168.87	\$259,016.82	\$348,815.37	\$ 366,097.09			\$316,666.67
February	\$242,091.04	\$261,473.41	\$223,990.48	\$395,065.01				\$316,666.67
March	\$224,153.37	\$200,198.72	\$250,360.52	\$319,881.84				\$316,666.67
April	\$173,232.85	\$205,179.24	\$260,349.74	\$349,128.59				\$316,666.67
May	\$208,776.16	\$239,743.28	\$255,585.71	\$365,282.07				\$316,666.67
June	\$195,432.68	\$405,949.87	\$310,961.48	\$318,353.70				\$316,666.67
July	\$192,020.19	\$221,736.20	\$267,729.66	\$360,991.19				\$316,666.67
August	\$199,414.43	\$259,236.00	\$290,228.20	\$395,581.48				\$316,666.67
September	\$218,073.26	\$334,510.42	\$277,541.53	\$380,975.16				\$316,666.66
October	\$207,743.30	\$292,822.16	\$313,282.69	\$374,748.57				\$316,666.66
November	\$209,653.62	\$253,105.55	\$299,724.22	\$375,220.90				\$316,666.66
December	\$203,886.52	\$241,104.72	\$346,244.69	\$348,095.72				\$316,666.66
Total Collected	\$2,460,645.00	\$3,103,228.44	\$3,355,015.74	\$4,332,139.60	\$366,097.09	\$0.00	\$0.00	\$3,800,000.00
	Avg/Mo Collected							
	\$205,053.75	\$258,602.37	\$279,584.65	\$361,011.63	\$366,097.09	\$0.00	\$0.00	

Monthly Court Report 2018

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Total Fines, Surcharge, Court Costs Collected	\$9,339.21	\$12,779.20	\$15,529.95	\$11,710.86	\$15,018.50	\$15,986.00	\$17,073.07	\$21,259.45	\$14,060.30	\$14,812.00	\$7,292.62	\$7,445.25	\$162,306.41
2017	\$21,270.12	\$21,790.53	\$24,028.15	\$25,199.90	\$22,121.02	\$20,225.92	\$18,500.83	\$20,571.19	\$17,797.49	\$9,925.53	\$17,140.00	\$9,660.00	\$228,230.68

Court Docket

Total Number of cases paid prior to court	42	59	70	67	62	74	90	85	75	60	40	30	754
Total Number of court appearances	23	25	42	37	31	44	56	61	41	44	31	30	465
FTP/FTA, Warrants, Defaults & Collections	17	22	18	21	19	39	24	20	19	21	7	7	234
Total	82	106	130	125	112	157	170	166	135	125	78	67	1,453

Offenses

Barking Dog/ Noise Nuisance			1			1	1	3		1			7
Dog at large	3	1	3		3	4	3	3	7	5	1		33
Unlicensed Dog		1	2			2	1	1	3	4	1		15
Vicious Dog	1		1			1		1					4
Truancy/Curfew		1	2	12	4	3				1			23
Criminal mischief/Trespassing									2	3			5
Harassment			2				3			1			6
Minor possession of tobacco or alcohol	1	3	3	2	1	1			5	10	6		32
Possession of marijuana and/or drugs		3	3	2	2	2	1	1	1	1	1	1	18
Assault	2		1			4		1					8
Petty theft	4	5	13	6	5	8	10	3	8	10	2	5	79
Other	7	3	9		1		1	5	7	9		2	44

Traffic Offenses

Speeding	5	7	3	16	8	13	12	35	43	23	22	27	214
Defective vehicle (orig chrg amended)	10	10	12	23	18	19	27	29	21	17	21	11	218
Stop Sign/RedLight Violation	4	9	7	11	12	16	16	18	5	5	3		106
Failure to yield ROW	1		4	1	1	1	2	4	1	2	1	1	19
Following too closely	3	3	4	3	1	4	1	3	1	2			25
Careless Driving	4	5	5	6	3	9	5	5	2	5	4	4	57
Drove Uninsured vehicle				1	1			3	1		1		7
Mandatory Truck Routes													0
Other	6	9	9	8	8	3	13	12	8	4	4	5	89
Parking	19	23	43	29	27	40	36	23	15	22	11	8	296
Detached Trailer	5	7	3	5	13	18	17	6		2			76
Total	75	90	130	125	108	149	149	156	130	127	78	64	1,381

Building Permit Statistics

YTD (12/31/18)

Single Family Residential

Issued ytd	126
Reviewed, ready to issue	3
Submitted, in system	<u>14</u>
Total in system	143

Commercial

*New Building Issued ytd	15
Reviewed, ready to issue	2
Submitted, in system	<u>1</u>
Total in system	18

Other Residential**(basements/alterations/additions)**

Issued ytd	198
Reviewed, ready to issue	5
Submitted, waiting to review	<u>1</u>
Total in system	204

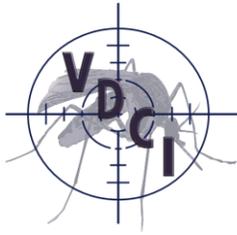
Other Commercial*** (tenant finish/alterations/additions)**

Issued ytd	29
Reviewed, ready to issue	
Submitted, waiting to review	<u>2</u>
Total in system	31

Fees collected at permit issuance

	Residential	Commercial
Construction Valuation	(\$76,955,863)	(\$47,798,489)
Building permit fees	\$508,872	\$170,680
F&F or <u>F&F Credit</u>	\$-10,067	\$ -10,000
Paving	\$365	\$0
Water Upgrade	\$6,867	\$0
Water & Sewer Reimbursement	\$44,037	\$0
Raw Water	\$786,620	\$148,291
Water Meter	\$33,750	\$3,530
Water Tap	\$499,204	\$34,093
Water Certificate	- 69 -	- 223 -
Sewer Tap	\$171,500	\$4,300
Sewer Certificate	- 117 -	- 23 -
Sewer Inspection Fee	\$13,400	\$1,500
Park	\$62,500	\$0
Use Tax	\$1,061,734	\$441,963
Larimer Use Tax	\$162,208	\$70,430
Open Space Impact Fee	\$380,507	\$0
Library Impact Fee	\$274,028	\$0
Public Facilities Impact Fee	\$470,081	\$175,138
Police Facilities Impact Fee	\$206,011	\$64,317
Transportation Facilities Impact Fee	\$774,691	\$531,364
Traffic Signal	\$8,362	\$0
School District Fee	(\$247,146)	\$0
Fire Rescue Authority Fee	(\$35,800)	(\$38,626)

TOTAL FEES**\$5,454,670****\$1,635,536**



Vector Disease Control International

Protecting Public Health Since 1992.

October 30, 2018

Roy Lauricello
Town of Johnstown
450 South Parish Ave
Johnstown, CO 80534

Dear Mr. Lauricello,

It has been our privilege to provide the Town of Johnstown with a scientifically based Integrated Mosquito Management program of the highest quality for the past fifteen years (previously as Colorado Mosquito Control). Enclosed, please find Vector Disease Control International's (VDCI) proposal to continue providing an environmentally sustainable mosquito control program for the Town of Johnstown.

Due to the continued dramatic increase in our operating expenses throughout the state of Colorado (office leases, insurance, pesticides, wages and vehicle & equipment costs have all risen by up to 40% over the past two years), and with the growth of the Town itself, VDCI is requesting an increase of 5% in our 2019 contract price to help cover these expenses.

However, because VDCI is very conscious of the budget constraints facing the Town of Johnstown every year, and in order to offer both additional stability and value, we are offering fixed 2.5% annual price increases for 2020 and 2021 should you choose the optional three year contract term.

VDCI is proud to be the Town of Johnstown's mosquito control services provider, and we hope to continue building upon both the successful program, and the trust, that we have established throughout our ongoing partnership. Please feel free to contact either myself, or VDCI's Operations Manager, Dr. Broox Boze (956-459-1593), to further discuss this proposal. Thank you for your time and consideration. As always, it is a pleasure serving the Town of Johnstown.

Respectfully,

Tim Bennett
Vice President
Vector Disease Control International, LLC.
208-690-9563
tbennett@vdc.net

VECTOR DISEASE CONTROL INTERNATIONAL, LLC.
ATTACHMENT "A"
2019 Proposed Service Cost
October 30, 2018

Town of Johnstown Mosquito Control Program

Vector Disease Control International has designed a larval and adult mosquito surveillance and control program for the Town of Johnstown based on the town's interest in executing environmental mosquito control methods. Data from surveillance trapping in Johnstown indicates that *Culex tarsalis* mosquitoes are the primary species of mosquito found within the town of Johnstown. This mosquito is commonly associated with flood irrigation, in short grasses along reservoir edges and in detention basins. VDCI will provide larval mosquito control services targeted at reducing *Culex tarsalis* mosquito larvae via target specific larvicides as well as adult mosquito surveillance light trapping and residual barrier applications for community events, as needed.

The following prices are quoted on a complete seasonal basis and will be fully earned. The complete seasonal cost will not be exceeded without the approval of Town of Johnstown. The services detailed below, offered by VDCI, are specifically designed for the town as a strategy to preclude local mosquito-borne disease transmission and associated problems from mosquito annoyance. Please see the previous services description pages for more detailed information. This proposal includes all labor, insecticides, vehicles, equipment, liability/auto/workers comp. insurance coverage, administrative support, and overhead expenses.

A. General Services

1. Liability/Auto/Workers Comp Insurance Coverage
2. MosquitoLine® Customer Response System
3. ImmediateResponse® System
4. Geographic Information System (GIS)
5. Proprietary Online Database
6. Annual Report
7. Public Relations & Community Outreach
8. Quality Control

B. Larval Mosquito Control Services

9. Larval Site Inspections
10. Larvicide Application

C. Adult Mosquito Control Services

11. Adult Mosquito Surveillance
12. ULV Adulticide Application
13. Residual Barrier Adulticide Application

Town of Johnstown
Integrated Mosquito Management Program
Proposed Service Cost for 2018....\$19,335.00

VECTOR DISEASE CONTROL INTERNATIONAL, LLC.

ATTACHMENT "B" 2019 CONTRACTUAL SERVICE COST AGREEMENT October 30, 2018

For The Town of Johnstown for the 2019 season only;

Service costs include all labor, insecticides, vehicles and equipment, administrative support and overhead expenses. **Service Cost for 2019: \$19,335.00**

THREE YEAR CONTRACT: This Integrated Mosquito Management Services Proposal is offered for a three year period, 2019-2021 with 2.5%_annual price increases. *The yearly continuation of this project is subject to the appropriation of funds by the Town of Johnstown on an annual basis for this purpose.* Signing and returning the attached copy of the contractual agreement will authorize VECTOR DISEASE CONTROL INTERNATIONAL, LLC. to perform the service items contained in the Proposal, within the stipulated limits, for a period of three years, 2019 through 2021 seasons. The Town of Johnstown also agrees to the terms set forth in Attachment "C". These prices are complete and fully earned. Billing will be in 6 equal monthly installments (April - September). If new areas are to be covered they will be added at the current unit rate.

For acceptance of this Integrated Mosquito Management Services Proposal for a period of THREE YEARS (2019-2021), Sign Here:

Name (X) _____ Title _____ Date _____.

ONE YEAR CONTRACT: Signing and returning the attached copy of the contractual agreement will authorize VECTOR DISEASE CONTROL INTERNATIONAL, LLC. to perform the service items contained in the Proposal, within the stipulated limits, for the 2019 season only. The Town of Johnstown also agrees to the terms set forth in Attachment "C". These prices are complete and fully earned. Billing will be in 6 equal monthly installments (April - September).

For acceptance of this Integrated Mosquito Management Services Proposal for ONE YEAR, the 2019 season only, sign here:

Name (X) _____ Title _____ Date _____.

For Vector Disease Control International, LLC.

Name  Title Vice President Date October 30, 2018
Tim Bennett

Invoices should be sent to:

Name _____ Title _____
Address _____ Phone _____
City, State, Zip _____ Email _____

Please Keep This Copy for Your Records

VECTOR DISEASE CONTROL INTERNATIONAL, LLC.

ATTACHMENT "B" 2019 CONTRACTUAL SERVICE COST AGREEMENT October 30, 2018

For The Town of Johnstown for the 2019 season only;

Service costs include all labor, insecticides, vehicles and equipment, administrative support and overhead expenses. **Service Cost for 2019: \$19,335.00**

THREE YEAR CONTRACT: This Integrated Mosquito Management Services Proposal is offered for a three year period, 2019-2021 with 2.5%_annual price increases. *The yearly continuation of this project is subject to the appropriation of funds by the Town of Johnstown on an annual basis for this purpose.* Signing and returning the attached copy of the contractual agreement will authorize VECTOR DISEASE CONTROL INTERNATIONAL, LLC. to perform the service items contained in the Proposal, within the stipulated limits, for a period of three years, 2019 through 2021 seasons. The Town of Johnstown also agrees to the terms set forth in Attachment "C". These prices are complete and fully earned. Billing will be in 6 equal monthly installments (April - September). If new areas are to be covered they will be added at the current unit rate.

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Name (X) _____ Title _____ Date _____.

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For acceptance of this Integrated Mosquito Management Services Proposal for ONE YEAR, the 2019 season only, sign here:

Name (X) _____ Title _____ Date _____.

For Vector Disease Control International, LLC.

Name  Title Vice President Date October 30, 2018
Tim Bennett

Invoices should be sent to:

Name _____ Title _____
Address _____ Phone _____
City, State, Zip _____ Email _____

Please Return This Copy To Vector Disease Control International

VECTOR DISEASE CONTROL INTERNATIONAL, LLC.

ATTACHMENT "C"

Hold Harmless, Warranty, Disclaimer for The Town of Johnstown October 30, 2018

1. Hold Harmless Indemnity Clause:

Vector Disease Control International, LLC. ("VDCI") shall indemnify and hold harmless The Town of Johnstown and its agents and employees from and against all claims damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of VDCI, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Responsibility: liability. VDCI warrants that it will exercise in its performance of these services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. VDCI shall be liable to The Town of Johnstown for any loss, damages or costs incurred by The Town of Johnstown because of VDCI's duties under this warranty.

2. Warranty & Disclaimer

Vector Disease Control International, LLC. ("VDCI") is engaged in the business of mosquito control and abatement, and has not been retained to eradicate the mosquito population in any particular area. There are severe, and sometimes fatal, consequences of some mosquito bites which may include transmission of certain serious diseases such as malaria, dengue fever, West Nile virus and several other forms of encephalitis. Not only can mosquitoes carry diseases which afflict humans, but they also can transmit several diseases and parasites that birds, dogs and horses and other animals are very susceptible to. These include dog heart worms, Western Equine Encephalitis and West Nile Virus. Because VDCI has not been retained to eradicate the mosquito population, VDCI can make no warranty, representation or guarantee, of any type, about the existence of mosquito borne diseases in the geographic area of the proposed area of contracting, or the potential for human or animal infection before, during or after the completion of the VDCI mosquito control services.

VDCI warrants that the services described in this proposal will be provided in a professional and business-like manner. Other than this warranty, VDCI makes no express or implied warranties, including without limitation, any express or implied warranties of merchantability or fitness for a particular purpose. Client understands and agrees that any liability of VDCI regarding the Project shall be limited to negligence of VDCI in the carrying out of its professional services under the contract, and shall not

include any special, incidental, consequential or punitive damages, or any damages based on any lost sales or profits.

VDCI will not be liable for any general, special, incidental or consequential damages for loss, damage or expense including but not limited to sickness, injury or death, loss of livestock or animals, or lost profits from any farm or ranching operations of any type from the mosquito control services provided by Vector Disease Control International, LLC.

3. No private vehicles will be operated in The Town of Johnstown in connection with the Mosquito Control Program.

4. Workman's Compensation, Automotive and General Liability Insurance are in place.

(Certificates available upon request)

5. Ownership of Work Product

The parties recognize and agree that Vector Disease Control International, LLC. (VDCI) in the course of mosquito control program design, development and implementation prepares and utilizes many documents, maps, data sets and files including GIS (geographic Information system) data and files. Such information is proprietary, a trade secret and the confidential work product of Vector Disease Control International, LLC. VDCI retains all, rights, copyrights and ownership to all work prepared, developed or created pursuant to this contract. The Town of Johnstown may, with written permission, utilize the data and documents internally, but will not distribute or display to the public copies of such data, files, and documents or prepare derivative work or products.

6. Independent Contractor.

The parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Agreement, and that the Contractor and its agent and employees are not agents or employees of The Town of Johnstown for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as required to perform the services purchased hereunder, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits nor worker's compensation benefits from The Town of Johnstown, its elected officials, agents, or any program administered or funded by The Town of Johnstown. Contractor shall be entitled to unemployment insurance or worker's compensations insurance only if unemployment compensation coverage or worker's compensation coverage is provided by the Contractor, or some other entity that is not a party to this contract. Contractor is obligated to pay Federal and State income tax on any monies earned pursuant to the contract relationship.