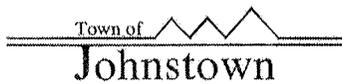


TOWN COUNCIL

MEETING

PACKET

January 22, 2014



Town Council

Agenda
Wednesday, January 22, 2014
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 – January 6, 2014
 - B) Payment of Bills
 - C) December Financial Statements
 - D) Larimer Humane Society Agreement
 - 7) **STAFF REPORTS**
 - 8) **OLD BUSINESS**
 - 9) **NEW BUSINESS**
 - A) ***Public Hearing** – Daily and Robbins Annexation
 - 1) Consider Annexation Agreement
 - 2) Consider Resolution No. 2014-01 – Findings of Fact
 - 3) Consider Annexation Ordinance No. 2014-130 - First Reading
 - 4) Consider Zoning Ordinance No. 2014-131 - First Reading
 - B) Consider Professional Services Agreement for Update of Human Resources Policy and Procedures Manual – Lee and Burgess of Colorado, LLC
 - C) Consider Professional Services Agreement for Downtown Streetscape Project Phases 3/ 4 and Municipal Parking Lot – TST Inc. of Denver
 - 10) **COUNCIL REPORTS AND COMMENTS**
 - 11) **MAYOR'S COMMENT**
 - 12) **ADJOURN**
-

NOTICE OF ACCOMODATION

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

AGENDA ITEMS 6A-D

CONSENT

AGENDA

- **Council Minutes – January 6, 2014**
 - **Payment of Bills**
- **December Financial Statements**
- **2014 Larimer Humane Society Agreement**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 22, 2014

ITEM NUMBER: 6A-D

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

- A) Town Council Minutes-January 6, 2014
- B) Payment of Bills
- C) December Financial Statements
- D) *2014 Larimer Humane Society Agreement

*The attached 2014 Larimer Humane Society Agreement contains the same terms, fees and conditions as the 2012 and 2013 agreements, which were previously reviewed by the Town Attorney and approved by the Town Council. The 2014 proposed agreement was reviewed and approved by the Town Attorney after corrections were made to minor typographical errors.

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

FINANCIAL ADVICE: N/A

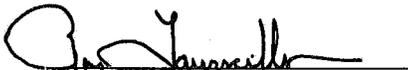
RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

For Denial:

Reviewed:


Town Manager

**COUNCIL
MINUTES**

The Town Council of the Town of Johnstown met on Monday, January 6, 2014 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Romanowski led the Pledge of Allegiance.

Roll Call:

Those present were: Councilmembers Berg, James, Lebsack, Mellon, Molinar Jr. and Townsend

Also present: Avi Rocklin, Town Attorney, Roy Lauricello, Town Manager. John Franklin, Town Planner and Diana Seele, Town Clerk

Agenda Approval

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

Consent Agenda

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

- December 16, 2013 - Town Council Meeting Minutes
- 2nd Reading – Ordinance No. 2013-129, An Ordinance to Repeal and Re-Enact Article XIV of Chapter 17 of the Johnstown Municipal Code to be Entitled “Flood Damage Prevention”

Motion carried with a unanimous vote.

New Business

A. Consider Hotel and Restaurant Liquor License Renewal – Ajuua Mexican Restaurant
Councilmember Lebsack made a motion seconded by Councilmember Mellon to postpone the renewal until February 3, 2014 in order for the owner of the establishment to be present. Motion carried with a unanimous vote.

B. Consider LoafN Jug #12, 3.2% Beer Retail License (Off Premises) Renewal –
Councilmember Mellon made a motion seconded by Councilmember Molinar Jr. to approve the 3.2% Beer Retail License (Off Premises) renewal for Loaf N’ Jug #12. Motion carried with a unanimous vote.

C. Consider Twenty-Four (24) Hour Flex Program Agreement – This is a Health Reimbursement Account plan between employer and employee. The Town has elected to move to a higher deductible program for lower premium levels and use the saved premium dollars for reimbursement of any higher deductibles that members incur. The total cost for administering the program is \$2,138.40 for the year. Councilmember James made a motion seconded by Councilmember Townsend to approve the 24 Hour Flex Program Agreement and authorize the Mayor to sign it. Motion carried with a unanimous vote.

D. Consider Designation of Public Posting Areas - Colorado Revised Statutes (C.R.S.) 24-6-402 (c) (Meetings-Open to Public) states in part the following: "Any meeting at which the adoption of any proposed policy, position, resolution, regulation or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to holding the meeting. The public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year." Councilmember Berg made a motion seconded by Councilmember Molinar Jr. to designate the front entryway of Johnstown Town Hall as a public notice posting area. Motion carried with a unanimous vote.

E. Consider Annual Development Fees Adjustment – In accordance with the Johnstown Municipal Code, Section 17-223, development fees (impact fees) are subject to annual adjustment for inflation, referencing the Engineering News Record Construction Cost Index for the Denver Metropolitan Area. The annual increase is automatic unless Town Council acts to waive the adjustment. According to Town Engineer John Cotton, the Cost Index has increased by point five percent (0.5%), a slight increase. Council did not waive the adjustment so the fees will automatically increase

There being no further business to come before the council the meeting adjourned at 7:56 p.m.

Mayor

Town Clerk/Treasurer

**PAYMENT
OF
BILLS**

BILLS SUBMITTED FOR PAYMENT- DECEMBER 2013 (1)		
ACE HARDWARE		\$ 599.50
AAA AUTO PARTS		\$ 30.33
ADVANCED MECHANICAL		\$ 8,910.00
AMSAN (NORTHERN COLORADO PAPER)		\$ 222.47
ANCHOR AUTO GLASS		\$ 35.00
ANSON, RUSSELL R.		\$ 9,302.50
	TOWN ASSIGNMENT	\$ 2,938.00
	ADVOCATE HOMES	\$ 4,239.00
	THOMPSON CROSSING II	\$ 156.00
	2534 HOTEL	\$ 1,618.50
	PARISH ANNEXATION	\$ 117.00
	CLEARVIEW	\$ 234.00
BRANDON COPELAND		\$ 287.50
BURGENSON, JOHN R CONSULTING		\$ 130.00
CANYON SYSTEMS		\$ 929.00
CDR PROPANE		\$ 2,683.20
CINTAS		\$ 463.15
COLORADO ANALYTICAL		\$ 30.00
COLORADO DEPT OF PUBLIC HEALTH		\$ 390.00
COLORADO INSPECTION CONNECTION		\$ 4,500.00
COLORADO PRECAST CONCRETE		\$ 22.28
CTL THOMPSON		\$ 370.00
DALE/S ENVIROMENTAL SERVICES		\$ 30,872.40
DENVER POST		\$ 107.80
DEPARTMENT OF LABOR & EMPLOYMENT		\$ 25.00
DPC INDUSTRIES (CHEMICALS)		\$ 18,477.43
FIRST CARE PHYSICIANS LLP		\$ 56.00
FIRST NATIONAL BANK		\$ 2,652.95
FRONTIER FERTILIZER		\$ 373.63
G&K SERVICES		\$ 249.08
GRAINGER		\$ 759.04
GREELEY ELECTRIC		\$ 732.83
GREELEY LOCK & KEY		\$ 35.50
HAHN PLUMBING & HEATING		\$ 356.00
HAYS MARKET		\$ 226.25
HELTON & WILLIAMSEN, P.C.		\$ 1,056.00
HILL & ROBBINS PC		\$ 870.00
HIRERIGHT SOLUTIONS		\$ 81.15
HOME DEPOT		\$ 1,498.45
HORIZON LABORATORY		\$ 50.00
J&S CONTRACTORS SUPPLY		\$ 607.86
JACK SWAYZE TRUCKING		\$ 513.00
JOHN DEERE FINANCIAL (LONGS PEAK EQUIPMENT)		\$ 169.96
JOHNSTOWN BREEZE		\$ 2,127.10
JOHNSTOWN GRAPHIX (MAIL-n-COPY)		\$ 140.00
KELLY SUPPLY		\$ 89.29
KINSCO		\$ 299.94
LAZAR, MICHAEL A.		\$ 1,100.00
LES MATSON CONSTRUCTION INC		\$ 82,170.00
LOWE'S		\$ 28.48
MAC EQUIPMENT		\$ 87.97
MANENTI LAWN & SPRINKLER		\$ 2,195.00
MARES AUTO		\$ 94.00

MILLIKEN JOHNSTOWN ELECTRIC	\$ 3,068.75
MOUNTAIN n PLAINS MGMT CO	\$ 36.77
NAPA AUTO PARTS	\$ 1,017.61
NEVE'S	\$ 3,348.00
NEWCO INC	\$ 27.12
NORTH FRONT RANGE MPO	\$ 462.05
OLSON, ROGER - REFUND	\$ 93.00
PAETEC	\$ 1,681.26
PITNEY BOWES (PURCHASE POWER)	\$ 182.75
POUDRE VALLEY REA	\$ 8,623.01
QUALITY OF LIFE & SAFETY DESIGNS	\$ 5,200.00
QUARTERMASTER	\$ 309.38
RESOURCE CONSERVATION PARTNERS	\$ 2,365.00
REX OIL	\$ 3,312.03
ROYAL-T ROOTER SERVICE	\$ 97.00
SAFETY & CONSTRUCTION SUPPLY	\$ 143.64
SECURITY CENTRAL INC	\$ 186.00
SCHEUBER & DARDEN ARCHITECTS	\$ 4,174.00
STATE OF COLORADO DRIVERS SERVICES	\$ 60.00
TST INC	\$ 7,497.00
ULINE	\$ 83.01
UNITED POWER	\$ 741.38
UTILITY NOTIFICATION CENTER	\$ 306.44
VERIZON WIRELESS	\$ 1,272.53
VOLVO RENTS	\$ 495.33
WASTE MANAGEMENT	\$ 35,699.90
WELD COUNTY DEPT OF PUBLIC HEALTH	\$ 5,914.00
WINTERS, HELLERICH & HUGHES	\$ 3,700.00
XCEL ENERGY	\$ 46,688.72
	\$ 313,792.72

BILLS SUBMITTED FOR PAYMENT- JANUARY 2014		
AMSAN		\$ 370.02
B&G CASE		\$ 43.63
BAJA BROADBAND		\$ 402.01
BIG R		\$ 76.54
BRANDON COPELAND		\$ 287.50
CDR PROPANE		\$ 2,529.70
CENTURY LINK		\$ 317.55
COLORADO MUNICIPAL LEAGUE		\$ 2,025.00
FIRST CLASS SECURITY SYSTEMS		\$ 78.90
GLENN A JONES LIBRARY		\$ 29,616.67
GOODYEAR		\$ 732.92
GREYSTONE TECHNOLOGY		\$ 1,075.00
HACH		\$ 906.22
HASCO TAG COMPANY		\$ 155.28
MARIPOSA PLANTS		\$ 85.00
MOUNTAIN STATES PIPE & SUPPLY		\$ 14,142.34
POSTMASTER		\$ 400.00
REVELATION STEEL		\$ 38.55
REX OIL		\$ 3,190.00
SKYBEAM		\$ 199.35
TIRE DISTRIBUTION SYSTEM		\$ 328.40
WAGNER RENTS		\$ 700.86
YOST CLEANING		\$ 1,972.00
		\$ 59,673.44

DECEMBER
FINANCIAL
STATEMENTS

EXECUTIVE SUMMARY DECEMBER 2013

100.00%

	Actual	Budget	Variance	%
GENERAL				
<u>Revenues</u>	8,251,413.00	6,090,400.00	(2,161,013.00)	135%
<u>Expenditures</u>				
Legislative	30,106.00	41,100.00	10,994.00	73%
Judicial	31,999.00	29,700.00	(2,299.00)	108%
Elections	-	16,200.00	16,200.00	0%
Administration	287,386.00	355,100.00	67,714.00	81%
Planning & Zoning	149,863.00	160,100.00	10,237.00	94%
Police	1,493,254.00	1,622,500.00	129,246.00	92%
Protective Inspections	155,727.00	209,400.00	53,673.00	74%
Streets	992,024.00	1,116,200.00	124,176.00	89%
Cemetery	24,861.00	35,300.00	10,439.00	70%
Animal Control	70,773.00	81,600.00	10,827.00	87%
Senior Coordinator	50,199.00	53,700.00	3,501.00	93%
Parks	35,328.00	50,400.00	15,072.00	70%
Community	587,436.00	724,700.00	137,264.00	81%
Transfers	1,212,520.00	1,458,600.00	246,080.00	83%
<u>Total Expenditures</u>	5,121,476.00	5,954,600.00	833,124.00	86%
 Excess Revenues over Expenditures	 3,129,937.00			

EXECUTIVE SUMMARY DECEMBER 2013

100.00%

	Actual	Budget	Variance	%
WATER				
<u>Revenues</u>	4,609,313.00	1,873,600.00	(2,735,713.00)	246%
<u>Expenditures</u>				
Administration	165,404.00	196,600.00	31,196.00	84%
Operations	856,924.00	1,418,500.00	561,576.00	60%
Debt Services	1,724,786.00	1,730,000.00	5,214.00	100%
Transfer	86,215.00	90,000.00	3,785.00	
	2,833,329.00	3,435,100.00	601,771.00	82%
Excess Revenues over Expenditures	1,775,984.00			

EXECUTIVE SUMMARY DECEMBER 2013

100.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WASTEWATER				
<u>Revenues</u>	2,120,282.00	1,205,500.00	(914,782.00)	176%
<u>Expenditures</u>				
Administration	231,501.00	294,700.00	63,199.00	79%
Operation	878,239.00	2,028,600.00	1,150,361.00	43%
	1,109,740.00	2,323,300.00	1,213,560.00	48%
Excess Revenues over Expenditures	1,010,542.00			

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	319.65	3,057,515.27	2,735,000.00	(322,515.27)	111.8
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	17,840.99	207,541.00	170,000.00	(37,541.00)	122.1
01-01-4030-00 FRANCHISE TAXES	24,339.63	355,018.19	270,000.00	(85,018.19)	131.5
01-01-4040-00 PENALTIES & INTEREST	29.45	4,303.50	4,000.00	(303.50)	107.6
01-01-4070-00 SALES TAX	242,060.09	2,166,712.19	1,690,000.00	(476,712.19)	128.2
01-01-4080-00 SEVERANCE TAX	.00	201,363.97	20,000.00	(181,363.97)	1006.8
TOTAL TAXES	284,589.81	5,992,454.12	4,889,000.00	(1,103,454.12)	122.6
<u>LICENSES & PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	(73.25)	1,241.21	400.00	(841.21)	310.3
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	50.00	10,931.00	8,900.00	(2,031.00)	122.8
01-02-4130-00 BUILDING PERMITS	23,109.43	835,722.54	230,000.00	(605,722.54)	363.4
01-02-4140-00 DOG LICENSE & PERMITS OTHE	32.00	2,637.93	2,000.00	(637.93)	131.9
01-02-4150-00 FINGERPRINTING	.00	285.00	300.00	15.00	95.0
TOTAL LICENSES & PERMITS	23,118.18	850,817.68	241,600.00	(609,217.68)	352.2
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	1,315.48	14,619.32	14,000.00	(619.32)	104.4
01-03-4220-00 HIGHWAY USERS TAX	30,024.52	348,335.91	300,000.00	(48,335.91)	116.1
01-03-4230-00 ADD. VEH. REG. FEE	3,759.00	43,730.00	32,000.00	(11,730.00)	136.7
01-03-4240-00 COUNTY ROAD & BRIDGE	.00	73,600.99	65,000.00	(8,600.99)	113.2
TOTAL INTERGOVERNMENTAL	35,099.00	480,286.22	411,000.00	(69,286.22)	116.9
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOTS AND CARE	2,652.50	33,112.95	13,500.00	(19,612.95)	245.3
01-04-4320-00 TRASH CHARGES	36,542.32	415,978.61	350,000.00	(65,978.61)	118.9
01-04-4330-00 OTHER SERVICES	(131.21)	492.73	5,000.00	4,507.27	9.9
01-04-4340-00 FISHING PERMITS	.00	515.00	800.00	285.00	64.4
TOTAL CHARGES FOR SERVICES	39,063.61	450,099.29	369,300.00	(80,799.29)	121.9
<u>FINES</u>					
01-05-4315-00 COURT FEES REFUND	(45.00)	(107.09)	.00	107.09	.0
01-05-4410-00 MUNICIPAL COURT FINES & FE	7,198.45	89,690.67	50,000.00	(39,690.67)	179.4
01-05-4420-00 SURCHARGE	1,162.50	13,119.50	5,000.00	(8,119.50)	262.4
TOTAL FINES	8,315.95	102,702.98	55,000.00	(47,702.98)	186.7

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-06-4510-00 COMM. CENTER RENTAL FEES	1,130.00	15,252.50	5,500.00	(9,752.50)	277.3
01-06-4530-00 REFUND OF EXPENDITURES	48.69	20,968.76	5,000.00	(15,968.76)	419.4
01-06-4570-00 SCHOOL DISTRICT	.00	26,054.71	24,000.00	(2,054.71)	108.6
TOTAL MISCELLANEOUS	1,178.69	62,275.97	34,500.00	(27,775.97)	180.5
<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00 EARNINGS ON INVESTMENTS	595.84	43,478.00	40,000.00	(3,478.00)	108.7
TOTAL EARNINGS ON INVESTMENTS	595.84	43,478.00	40,000.00	(3,478.00)	108.7
<u>TAXES</u>					
01-08-4520-00 TRANSFER FROM WATER FUND	43,350.00	43,350.00	45,000.00	1,650.00	96.3
01-08-4530-00 DEVELOPERS COST PAYMENT	1,392.98	225,948.69	5,000.00	(220,948.69)	1519.0
TOTAL TAXES	44,742.98	269,298.69	50,000.00	(219,298.69)	538.6
TOTAL FUND REVENUE	436,704.06	8,251,412.95	6,090,400.00	(2,161,012.95)	135.5

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00 BOARD MEMBERS COMPENSATION	1,775.00	19,550.00	22,800.00	3,250.00	85.8
01-10-5050-00 PAYROLL TAXES	135.81	1,495.73	1,800.00	304.27	83.1
01-10-5070-00 WORKMEN'S COMPENSATION	.00	653.50	800.00	146.50	81.7
01-10-6522-00 INSURANCE	.00	600.00	600.00	.00	100.0
01-10-6544-03 EQUIPMENT/SOFTWARE - IPADS	9.99	5,072.24	10,000.00	4,927.76	50.7
01-10-8016-00 PROFESSIONAL SERVICES	.00	2,735.00	5,100.00	2,365.00	53.6
TOTAL LEGISLATIVE	1,920.80	30,106.47	41,100.00	10,993.53	73.3
<u>JUDICIAL</u>					
01-15-5011-00 SAL-JUDGE	1,000.00	10,290.00	10,000.00	(290.00)	102.9
01-15-5012-00 SAL-PROS. ATT.	3,020.00	20,930.00	19,000.00	(1,930.00)	110.2
01-15-6505-00 OFFICE EXPENSES	.00	778.94	600.00	(178.94)	129.8
01-15-8016-00 PROFESSIONAL SERVICES	.00	.00	100.00	100.00	.0
TOTAL JUDICIAL	4,020.00	31,998.94	29,700.00	(2,298.94)	107.7
<u>ELECTIONS</u>					
01-20-6413-00 PUBLISHING	.00	.00	500.00	500.00	.0
01-20-6526-00 SUPPLIES	.00	.00	10,000.00	10,000.00	.0
01-20-8017-00 ELECTION JUDGES	.00	.00	700.00	700.00	.0
01-20-8018-00 COORDINATING W/WELD CTY	.00	.00	5,000.00	5,000.00	.0
TOTAL ELECTIONS	.00	.00	16,200.00	16,200.00	.0

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	5,770.00	71,503.53	73,200.00	1,696.47	97.7
01-25-5010-03 OVERTIME	.00	50.69	600.00	549.31	8.5
01-25-5011-00 PART TIME OFFICE	.00	.00	2,500.00	2,500.00	.0
01-25-5015-00 CLEANING SALARIES	216.67	2,599.99	4,000.00	1,400.01	65.0
01-25-5025-00 MANAGER	3,682.82	45,476.66	47,100.00	1,623.34	96.6
01-25-5030-00 GRANT WRITER SALARY	.00	.00	10,000.00	10,000.00	.0
01-25-5050-00 PAYROLL TAXES	454.50	8,259.09	9,400.00	1,140.91	87.9
01-25-5060-00 RETIREMENT FUND	674.50	8,774.57	8,800.00	25.43	99.7
01-25-5065-00 HEALTH INSURANCE	2,157.80	26,519.97	31,700.00	5,180.03	83.7
01-25-5070-00 WORKMAN'S COMPENSATION	.00	254.97	500.00	245.03	51.0
01-25-6010-00 UTILITIES	281.42	4,001.11	5,000.00	998.89	80.0
01-25-6505-00 OFFICE EXPENSE	795.53	5,071.55	8,600.00	3,528.45	59.0
01-25-6506-00 UTILITY BILL MAILING	292.04	3,363.50	3,300.00	(63.50)	101.9
01-25-6510-00 TELEPHONE	328.15	1,747.33	2,300.00	552.67	76.0
01-25-6511-00 TRAINING	241.93	447.58	1,500.00	1,052.42	29.8
01-25-6513-00 PUBLISHING	247.86	4,139.27	6,000.00	1,860.73	69.0
01-25-6515-00 DUES AND SUBSCRIPTIONS	.00	2,242.05	2,800.00	557.95	80.1
01-25-6518-00 CLEANING SUPPLIES	80.62	1,309.26	1,500.00	190.74	87.3
01-25-6520-00 MILEAGE & EXPENSES	(15.00)	580.38	2,200.00	1,619.62	26.4
01-25-6522-00 INSURANCE & BONDS	.00	13,000.00	13,000.00	.00	100.0
01-25-6544-04 CAPITAL OUTLAY- COMPUTER	.00	206.79	2,000.00	1,793.21	10.3
01-25-6544-07 MISC. OFFICE EQPT.	.00	187.98	700.00	512.02	26.9
01-25-7020-00 MAINTENANCE & REPAIRS	.00	3,276.08	3,500.00	223.92	93.6
01-25-8010-00 AUDIT	.00	6,700.00	8,900.00	2,200.00	75.3
01-25-8012-00 COMPUTER PROFESSIONAL SERV	669.50	6,967.66	13,000.00	6,032.34	53.6
01-25-8014-00 LEGAL	1,540.00	23,966.80	40,000.00	16,033.20	59.9
01-25-8015-00 TAPING MEETINGS	515.00	5,684.50	6,200.00	515.50	91.7
01-25-8016-00 SALARY STUDY FEES	.00	185.50	800.00	614.50	23.2
01-25-8017-00 PROFESSIONAL SERVICES	85.00	1,741.65	5,000.00	3,258.35	34.8
01-25-8019-00 TREASURER'S FEES	3.49	39,127.68	40,000.00	872.32	97.8
01-25-9028-00 COMMUNICATIONS	.00	.00	1,000.00	1,000.00	.0
TOTAL ADMINISTRATION	18,021.83	287,386.14	355,100.00	67,713.86	80.9

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & ZONING</u>					
01-30-5010-00 SALARIES	7,986.16	101,420.08	101,600.00	179.92	99.8
01-30-5050-00 PAYROLL TAXES	588.36	7,655.96	7,800.00	144.04	98.2
01-30-5060-00 RETIREMENT FUND	719.10	9,348.30	9,400.00	51.70	99.5
01-30-5065-00 HEALTH INSURANCE	1,315.08	15,777.12	18,700.00	2,922.88	84.4
01-30-5070-00 WORKMENS COMPENSATION	.00	1,382.95	900.00 (	482.95)	153.7
01-30-6010-00 UTILITIES	281.43	2,981.43	2,700.00 (	281.43)	110.4
01-30-6505-00 OFFICE SUPPLIES	.00	767.44	2,300.00	1,532.56	33.4
01-30-6510-00 TELEPHONE	.00	1,304.46	1,200.00 (	104.46)	108.7
01-30-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-30-6513-00 PUBLISH/RECORD	.00	66.96	200.00	133.04	33.5
01-30-6515-00 DUES/SUBSCRIPTIONS	.00	388.00	800.00	412.00	48.5
01-30-6520-00 MILEAGE & EXPENSES	.00	.00	100.00	100.00	.0
01-30-6522-00 INSURANCE AND BONDS	.00	2,000.00	2,000.00	.00	100.0
01-30-6544-01 GIS PLOTTER/GIS CAM	.00	.00	800.00	800.00	.0
01-30-6544-04 MACHINERY AND EQPT.	.00	447.19	600.00	152.81	74.5
01-30-8014-00 LEGAL	.00	39.00	500.00	461.00	7.8
01-30-8016-00 PROFESSIONAL SERVICES	126.11	6,283.78	10,000.00	3,716.22	62.8
TOTAL PLANNING & ZONING	11,016.24	149,862.67	160,100.00	10,237.33	93.6

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	66,820.19	855,909.66	890,200.00	34,290.34	96.2
01-35-5010-03 OVERTIME PAY	2,333.88	13,496.63	20,000.00	6,503.37	67.5
01-35-5013-00 CLERICAL SALARIES	4,157.45	49,901.87	55,000.00	5,098.13	90.7
01-35-5050-00 PAYROLL TAXES	5,157.49	67,909.96	74,100.00	6,190.04	91.7
01-35-5060-00 RETIREMENT	3,733.80	50,610.92	65,000.00	14,389.08	77.9
01-35-5065-00 HEALTH INSURANCE	18,782.74	241,699.96	265,000.00	23,300.04	91.2
01-35-5070-00 WORKMEN'S COMPENSATION	.00	33,577.73	24,200.00	(9,377.73)	138.8
01-35-6010-00 UTILITIES	1,144.38	13,247.40	16,400.00	3,152.60	80.8
01-35-6505-00 OFFICE EXPENSE	474.11	4,303.16	5,500.00	1,196.84	78.2
01-35-6510-00 TELEPHONE	509.01	6,072.95	8,900.00	2,827.05	68.2
01-35-6511-00 TRAINING	445.89	8,425.07	10,000.00	1,574.93	84.3
01-35-6513-00 PUBLISHING	.00	611.81	500.00	(111.81)	122.4
01-35-6515-00 DUES AND SUBSCRIPTIONS	.00	909.00	1,200.00	291.00	75.8
01-35-6518-00 CLEANING SERVICES	542.00	7,129.92	8,100.00	970.08	88.0
01-35-6522-00 INSURANCE AND BONDS	.00	35,500.00	39,500.00	4,000.00	89.9
01-35-6524-00 GAS AND OIL	2,570.09	31,402.03	35,000.00	3,597.97	89.7
01-35-6526-00 OPERATING SUPPLIES	244.72	4,122.32	5,500.00	1,377.68	75.0
01-35-6527-00 UNIFORMS AND CLEANING	.00	3,346.43	5,000.00	1,653.57	66.9
01-35-6528-00 WELD COUNTY MAINT. AGREEME	.00	6,607.00	7,000.00	393.00	94.4
01-35-6544-02 COMPUTER SYSTEMS	.00	898.99	6,000.00	5,101.01	15.0
01-35-6544-04 RADAR GUNS	.00	1,452.93	2,600.00	1,147.07	55.9
01-35-6544-05 CELLULAR PHONES	.00	.00	100.00	100.00	.0
01-35-6544-06 VESTS	.00	.00	4,500.00	4,500.00	.0
01-35-6544-07 CAMERA & INVESTIGATION EQPT.	.00	1,488.00	2,600.00	1,112.00	57.2
01-35-6544-09 SHOOTING RANGE SUPPLIES	.00	2,657.06	3,500.00	842.94	75.9
01-35-6544-10 OFFICE IMPROVEMENTS	.00	2,773.99	4,000.00	1,226.01	69.4
01-35-6544-14 POLICE EQUIPMENT	.00	3,035.07	5,000.00	1,964.93	60.7
01-35-7010-00 BLDG. REPAIR & MAINT.	645.46	7,021.67	8,000.00	978.33	87.8
01-35-7020-00 REPAIRS AND MAINTENANCE	37.02	9,905.00	10,000.00	95.00	99.1
01-35-8012-00 COMP. PROFESSIONAL SERVICE	148.19	2,509.88	10,900.00	8,390.12	23.0
01-35-8014-00 LEGAL	77.50	868.00	1,000.00	132.00	86.8
01-35-8016-00 PROFESSIONAL SERVICES	250.00	6,723.29	7,000.00	276.71	96.1
01-35-8017-00 JUVENILE ASSESSMENT CENTER	.00	5,340.00	5,400.00	60.00	98.9
01-35-8021-00 COMP. LINK TO RECORDS	600.33	6,378.19	7,100.00	721.81	89.8
01-35-9022-00 JAIL FEES	.00	580.06	600.00	19.94	96.7
01-35-9028-00 COMMUNITY SERVICES	.00	1,311.27	2,000.00	688.73	65.6
01-35-9028-01 TASK FORCE	.00	2,000.00	2,000.00	.00	100.0
01-35-9028-02 SRO (SCHOOL RESOURCE OFFICER)	.00	.00	300.00	300.00	.0
01-35-9028-03 RECORDS CONTRACT	.00	3,527.00	3,800.00	273.00	92.8
TOTAL POLICE	108,674.25	1,493,254.22	1,622,500.00	129,245.78	92.0

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	1,817.74	64,026.49	86,100.00	22,073.51	74.4
01-40-5010-03 OVERTIME	.00	454.63	.00 (	454.63)	.0
01-40-5050-00 PAYROLL TAXES	121.92	4,895.32	6,600.00	1,704.68	74.2
01-40-5060-00 RETIREMENT	68.52	2,754.83	3,700.00	945.17	74.5
01-40-5065-00 HEALTH INSURANCE	351.06	14,585.95	21,800.00	7,214.05	66.9
01-40-5070-00 WORKMEN'S COMPENSATION	.00	3,549.63	2,900.00 (	649.63)	122.4
01-40-6010-00 UTILITIES	281.43	3,414.31	3,000.00 (	414.31)	113.8
01-40-6505-00 OFFICE EXPENSE	.00	2,789.04	3,500.00	710.96	79.7
01-40-6510-00 TELEPHONE	166.50	1,790.24	1,600.00 (	190.24)	111.9
01-40-6511-00 TRAINING	.00	164.00	600.00	436.00	27.3
01-40-6513-00 PUBLISHING	.00	.00	500.00	500.00	.0
01-40-6515-00 DUES & SUBSCRIPTIONS	.00	150.00	200.00	50.00	75.0
01-40-6518-00 CLEANING & SUPPLIES	.00	264.17	600.00	335.83	44.0
01-40-6522-00 INSURANCE AND BONDS	.00	7,000.00	7,000.00	.00	100.0
01-40-6524-00 GAS AND OIL	.00	1,809.15	2,100.00	290.85	86.2
01-40-6526-00 OPERATING SUPPLIES	.00	94.95	2,000.00	1,905.05	4.8
01-40-6544-02 COMPUTER	.00	132.98	1,000.00	867.02	13.3
01-40-6544-04 COMPUTER SOFTWARE	.00	.00	500.00	500.00	.0
01-40-6544-09 NEXTEL PHONES REPLACEMENT	.00	.00	200.00	200.00	.0
01-40-7020-00 REPAIR & MAINTENANCE	120.80	214.12	2,000.00	1,785.88	10.7
01-40-8012-00 COMP. PROF. SERVICES	179.86	2,118.18	3,000.00	881.82	70.6
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	4,500.00	45,519.29	60,000.00	14,480.71	75.9
TOTAL PROTECTIVE INSPECTIONS	7,607.83	155,727.28	209,400.00	53,672.72	74.4

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-6010-00 SALARIES	15,057.62	216,292.69	230,000.00	13,707.31	94.0
01-45-6010-03 OVERTIME	811.84	6,951.42	5,000.00 (	1,951.42)	139.0
01-45-5015-00 PART-TIME SALARIES	482.00	7,140.00	15,000.00	7,860.00	47.6
01-45-5050-00 PAYROLL TAXES	1,145.71	16,959.12	19,200.00	2,240.88	88.3
01-45-5060-00 RETIREMENT FUND	914.08	12,996.65	15,000.00	2,003.35	86.6
01-45-5065-00 HEALTH INSURANCE	5,023.84	61,125.74	67,500.00	6,374.26	90.6
01-45-5070-00 WORKMEN'S COMPENSATION	.00	12,972.04	12,000.00 (	972.04)	108.1
01-45-6010-00 UTILITIES	684.97	6,765.54	15,000.00	8,234.46	45.1
01-45-6015-00 UTILITIES - STREET LIGHTIN	18,653.12	198,505.37	210,000.00	11,494.63	94.5
01-45-6505-00 OFFICE EXPENSE	.00	355.04	300.00 (	55.04)	118.4
01-45-6510-00 TELEPHONE	(452.78)	2,443.73	3,100.00	656.27	78.8
01-45-6511-00 TRAINING	.00	.00	800.00	800.00	.0
01-45-6515-00 DUES & SUBSCRIPTIONS	.00	270.00	300.00	30.00	90.0
01-45-6518-00 CLEANING SUPPLIES	(706.80)	916.36	1,000.00	83.64	91.6
01-45-6522-00 INSURANCE AND BONDS	.00	18,069.00	18,000.00 (	69.00)	100.4
01-45-6524-00 GAS & OIL	382.56	16,617.44	17,000.00	382.56	97.8
01-45-6526-00 OPERATING SUPPLIES	186.15	3,418.98	4,000.00	581.02	85.5
01-45-6530-00 SNOW AND ICE REMOVAL	3,831.42	13,682.93	20,000.00	6,317.07	68.4
01-45-6532-00 TRASH SERVICE	35,221.05	375,747.73	410,000.00	34,252.27	91.7
01-45-6534-00 WEED CONTROL	.00	788.52	6,000.00	5,211.48	13.1
01-45-6536-00 STREET SIGNS	22.73	720.79	4,000.00	3,279.21	18.0
01-45-6544-03 EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-45-6544-06 HOLIDAY DECORATIONS	530.92	978.89	5,000.00	4,021.11	19.6
01-45-6544-07 TOOLS	.00	1,264.91	3,500.00	2,235.09	36.1
01-45-6544-09 SAFETY EQUIPMENT	.00	1,148.90	4,000.00	2,851.10	28.7
01-45-7020-00 REP & MAINT - EQUIP & BLDG	750.72	12,621.04	20,000.00	7,378.96	63.1
01-45-7030-00 REPAIR & MAINT. BLDGS.	.00	418.04	4,000.00	3,581.96	10.5
01-45-8016-00 PROFESSIONAL SERVICES	(4.05)	2,852.87	2,500.00 (	352.87)	114.1
TOTAL STREETS	82,535.30	992,023.74	1,116,200.00	124,176.26	88.9

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
01-50-5015-00 SALARIES	.00	5,977.25	11,500.00	5,522.75	52.0
01-50-5050-00 PAYROLL TAXES	.00	457.21	900.00	442.79	50.8
01-50-5070-00 WORKMEN'S COMPENSATION	.00	1,028.24	1,000.00 (	28.24)	102.8
01-50-6513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-6522-00 INSURANCE	.00	1,700.00	1,700.00	.00	100.0
01-50-6524-00 GAS & OIL	.00	1,070.99	1,000.00 (	70.99)	107.1
01-50-6526-00 SUPPLIES	.00	1,190.53	1,400.00	209.47	85.0
01-50-6533-00 TREE TRIMMING	.00	3,000.00	3,000.00	.00	100.0
01-50-6534-00 FERTILIZER & WEED CONTROL	1,000.00	3,000.00	4,700.00	1,700.00	63.8
01-50-6544-02 HAND MOWER	.00	.00	1,000.00	1,000.00	.0
01-50-6544-03 SPINTRIMMER	.00	639.98	1,000.00	360.02	64.0
01-50-6544-06 TREES	.00	737.77	1,500.00	762.23	49.2
01-50-7020-00 REPAIRS AND MAINTENANCE	(1,194.52)	3,000.00	3,000.00	.00	100.0
01-50-7025-00 SPRINKLER REPAIR	1,194.52	2,891.43	2,800.00 (	91.43)	103.3
01-50-8016-00 PROFESSIONAL SERVICES	.00	168.00	500.00	332.00	33.6
TOTAL CEMETERY	1,000.00	24,861.40	35,300.00	10,438.60	70.4
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	3,213.92	41,780.96	43,900.00	2,119.04	95.2
01-55-5010-03 OVERTIME	.00	60.26	200.00	139.74	30.1
01-55-5050-00 PAYROLL TAXES	242.22	3,157.09	3,400.00	242.91	92.9
01-55-5060-00 RET BEN	136.12	1,750.41	1,900.00	149.59	92.1
01-55-5065-00 HEALTH BEN	701.74	8,418.88	11,000.00	2,581.12	76.5
01-55-5070-00 WORKMENS COMPENSATION	.00	795.97	700.00 (	95.97)	113.7
01-55-6522-00 INSURANCE	.00	1,869.00	1,800.00 (	69.00)	103.8
01-55-6524-00 GAS AND OIL	.00	3,009.79	3,000.00 (	9.79)	100.3
01-55-6526-00 SUPPLIES	.00	482.87	1,200.00	717.13	40.2
01-55-7020-00 REPAIR & MAINTENANCE	.00 (	35.16)	500.00	535.16 (	7.0)
01-55-7030-00 WEED/NUISANCE CONTROL	.00	7,249.81	9,000.00	1,750.19	80.6
01-55-8016-00 PROFESSIONAL SERVICES	.00	2,234.00	5,000.00	2,766.00	44.7
TOTAL ANIMAL CONTROL	4,294.00	70,773.88	81,600.00	10,826.12	86.7
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	3,216.17	34,185.14	34,800.00	614.86	98.2
01-60-5050-00 PAYROLL TAXES	236.48	2,605.63	2,700.00	94.37	96.5
01-60-5070-00 WORKMEN'S COMPENSATION	.00	2,211.63	1,800.00 (	411.63)	122.9
01-60-6010-00 UTILITIES	216.91	3,668.69	3,400.00 (	268.69)	107.9
01-60-6505-00 OFFICE EXPENSE	.00	53.94	400.00	346.06	13.5
01-60-6510-00 TELEPHONE	113.78	1,248.41	1,300.00	51.59	96.0
01-60-6520-00 MILEAGE	202.50	1,928.97	2,800.00	871.03	68.9
01-60-6522-00 INSURANCE	.00	1,300.00	1,300.00	.00	100.0
01-60-7020-00 REPAIR & MAINTENANCE	280.04	2,996.26	5,200.00	2,203.74	57.6
TOTAL SENIOR COORDINATOR PROGRAM	4,265.88	50,198.67	53,700.00	3,501.33	93.5

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-65-5015-00 PART-TIME SALARIES	482.00	9,474.76	21,000.00	11,525.24	45.1
01-65-5050-00 PAYROLL TAXES	36.87	724.82	1,600.00	875.18	45.3
01-65-5070-00 WORKMEN'S COMPENSATION	.00	871.93	800.00	71.93	109.0
01-65-6010-00 UTILITIES	35.61	6,295.85	4,000.00	2,295.85	157.4
01-65-6511-00 TRAINING	.00	.00	300.00	300.00	.0
01-65-6522-00 INSURANCE AND BONDS	.00	1,400.00	1,400.00	.00	100.0
01-65-6524-00 GAS AND OIL	123.35	2,279.11	1,000.00	1,279.11	227.9
01-65-6526-00 SUPPLIES	153.77	1,428.42	1,500.00	71.58	95.2
01-65-6534-00 FERTILIZER AND WEED CONTROL	.00	4,276.43	7,000.00	2,723.57	61.1
01-65-6542-00 PORTA-POTTIES	543.32	1,250.98	2,000.00	749.02	62.6
01-65-6544-01 MOWER	.00	418.69	1,000.00	581.31	41.9
01-65-6544-02 SPIN TRIMMER	.00	511.93	800.00	288.07	64.0
01-65-7020-00 REPAIRS AND MAINTENANCE	.00	4,868.86	4,500.00	368.86	108.2
01-65-7025-00 SPRINKLER REPAIRS	.00	1,525.67	3,500.00	1,974.33	43.6
TOTAL PARKS	1,374.92	35,327.45	50,400.00	15,072.55	70.1
<u>LIBRARY</u>					
01-70-7000-00 TOWN SUPPORT-LIBRARY	28,750.00	345,000.00	345,000.00	.00	100.0
TOTAL LIBRARY	28,750.00	345,000.00	345,000.00	.00	100.0
<u>LEGISLATIVE</u>					
01-75-6526-00 COMMUNITY CENTER SUPPLIES	55.66	491.03	8,200.00	7,708.97	6.0
01-75-7020-00 COMMUNITY CENTER REPAIR	454.19	36,346.11	70,000.00	33,653.89	51.9
01-75-7025-00 COMMUNITY CENTER UTILITIES	433.80	5,099.30	7,500.00	2,400.70	68.0
01-75-7031-00 DOWNTOWN BEAUTIFICATION	10,359.02	43,196.40	55,000.00	11,803.60	78.5
01-75-7032-00 DOWNTOWN PHASE 3,4/PARKING LOT	.00	109,080.00	105,000.00	4,080.00	103.9
01-75-7051-00 MUSEUM IMPR.	2,675.00	7,975.00	32,500.00	24,525.00	24.5
01-75-7054-00 TOWN HALL IMPROVEMENTS	.00	3,612.08	5,500.00	1,887.92	65.7
01-75-7055-00 ECONOMIC DEVELOPMENT CONT.	.00	7,500.00	10,000.00	2,500.00	75.0
01-75-7066-00 WEB SITE CONSULTANT	.00	2,157.20	3,100.00	942.80	69.6
01-75-7070-00 BARBEQUE DAYS CONTRIBUTION	.00	18,457.45	16,700.00	1,757.45	110.5
01-75-7080-00 MOSQUITO SPRAYING	.00	16,500.00	16,700.00	200.00	98.8
01-75-7090-00 INSURANCE DEDUCTIBLES	.00	2,257.75	5,000.00	2,742.25	45.2
01-75-7100-00 SEPARATION BENEFITS	.00	.00	10,000.00	10,000.00	.0
01-75-7110-00 EQPT. REPLACEMENT	.00	300,000.00	300,000.00	.00	100.0
01-75-7125-00 GROUNDS MAINTENANCE	.00	8,728.11	14,000.00	5,271.89	62.3
01-75-7129-00 NEWSLETTER	4,560.00	14,739.35	18,000.00	3,260.65	81.9
01-75-7130-00 TOWN HALL MAINT. AGREEMENT	78.90	2,075.41	5,000.00	2,924.59	41.5
01-75-7131-00 SAFETY AWARD PROGRAM	.00	.00	2,500.00	2,500.00	.0
01-75-7133-00 DOWNTOWN FACADE GRANT PROGRAM	.00	1,492.19	30,000.00	28,507.81	5.0
01-75-7134-00 COMM.CENTER FEASIBILITY REVIEW	.00	7,728.75	10,000.00	2,271.25	77.3
TOTAL LEGISLATIVE	18,616.57	587,436.13	724,700.00	137,263.87	81.1

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS OUT</u>					
01-80-7040-00 TRANSFER WATER FUND	.00	173,600.00	173,600.00	.00	100.0
01-80-7050-00 TRANSFER - CONTINGENT FUND	.00	200,000.00	200,000.00	.00	100.0
01-80-7055-00 PUBLIC WKS BLD. CONST. FUND	.00	384,593.63	580,000.00	195,406.37	66.3
01-80-7080-00 TRANSFER TO DEVELOPERS COST	.00	.00	25,000.00	25,000.00	.0
01-80-7110-00 SALES TAX REFUND	230.00	109,326.31	135,000.00	25,673.69	81.0
TOTAL TRANSFERS OUT	230.00	867,519.94	1,113,600.00	246,080.06	77.9
TOTAL FUND EXPENDITURES	292,327.62	5,121,476.93	5,954,600.00	833,123.07	86.0
NET REVENUE OVER EXPENDITURES	144,376.44	3,129,936.02	135,800.00	(2,994,136.02)	2304.8

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

WATER FUND

<u>SOURCE 00</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
02-00-4310-00 WATER CHARGES	79,788.03	1,921,282.76	1,575,000.00	(346,282.76)	122.0
02-00-4320-00 WATER TAP FEES	5,200.00	748,800.00	.00	(748,800.00)	.0
02-00-4322-00 RAW WATER DEV. FEE	28,000.00	1,484,232.65	.00	(1,484,232.65)	.0
02-00-4325-00 WATER REFUNDS	(506.75)	(9,553.44)	.00	9,553.44	.0
02-00-4330-00 MISCELLANEOUS	11,820.56	264,213.47	100,000.00	(164,213.47)	264.2
02-00-4610-00 EARNINGS ON INVESTMENTS	205.45	26,737.79	25,000.00	(1,737.79)	107.0
02-00-4830-00 TRANSFER FROM GENERAL FUND	173,600.00	173,600.00	173,600.00	.00	100.0
 TOTAL SOURCE 00	 298,107.29	 4,609,313.23	 1,873,600.00	 (2,735,713.23)	 246.0
 TOTAL FUND REVENUE	 298,107.29	 4,609,313.23	 1,873,600.00	 (2,735,713.23)	 246.0

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	2,796.05	32,780.54	36,100.00	3,319.46	90.8
02-25-5010-03 OVERTIME	.00	16.29	400.00	383.71	4.1
02-25-5015-00 PART-TIME SALARIES	187.98	2,006.41	2,500.00	493.69	80.3
02-25-5020-00 JANITORIAL SALARIES	216.66	2,600.01	2,700.00	99.99	96.3
02-25-5025-00 MANAGER	1,794.18	23,324.34	23,500.00	175.66	99.3
02-25-5050-00 PAYROLL TAXES	222.62	4,071.10	4,800.00	728.90	84.8
02-25-5060-00 RETIREMENT FUND	347.12	4,514.64	5,500.00	985.36	82.1
02-25-5065-00 HEALTH INSURANCE	1,134.17	13,933.02	16,900.00	2,966.98	82.4
02-25-5070-00 WORKMEN'S COMPENSATION	.00	310.74	500.00	189.26	62.2
02-25-6010-00 UTILITIES	281.43	3,579.85	3,400.00 (	179.85)	105.3
02-25-6505-00 OFFICE EXPENSE	139.63	3,849.19	5,700.00	1,850.81	67.5
02-25-6506-00 UTILITY BILL MAILING	292.06	3,363.52	3,300.00 (	63.52)	101.9
02-25-6510-00 TELEPHONE	151.71	1,572.00	1,800.00	228.00	87.3
02-25-6511-00 TRAINING & MEETINGS	.00	135.00	1,000.00	865.00	13.5
02-25-6513-00 PUBLISHING	.00	1,140.12	1,000.00 (	140.12)	114.0
02-25-6515-00 DUES AND SUBSCRIPTIONS	.00	2,009.36	2,200.00	190.64	91.3
02-25-6518-00 CLEANING SUPPLIES	80.61	822.84	800.00 (	22.84)	102.9
02-25-6520-00 MILEAGE & EXPENSES	.00	49.28	500.00	450.72	9.9
02-25-6522-00 INSURANCE & BONDS	.00	6,000.00	6,000.00	.00	100.0
02-25-6544-02 CAPITAL OUTLAY - COMP. SOFT	.00	219.99	1,500.00	1,280.01	14.7
02-25-6544-04 COMPUTER	.00	450.00	900.00	450.00	50.0
02-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	200.00	200.00	.0
02-25-7020-00 REPAIR & MAINT.	.00	313.86	1,000.00	686.14	31.4
02-25-8010-00 AUDIT	.00	4,300.00	5,500.00	1,200.00	78.2
02-25-8011-00 PROF. SERV.-WATER ADJUDICATION	.00	13,416.63	17,000.00	3,583.37	78.9
02-25-8012-00 COMP. PROFESSIONAL SERVICES	458.34	5,668.44	7,000.00	1,331.56	81.0
02-25-8014-00 LEGAL	46.50	3,906.00	8,000.00	4,094.00	48.8
02-25-8016-00 SALARY STUDY FEES	.00	.00	1,000.00	1,000.00	.0
02-25-8017-00 PROFESSIONAL SERVICES	1,150.38	30,150.46	35,000.00	4,849.54	86.1
02-25-9028-00 COMMUNICATIONS	.00	900.00	900.00	.00	100.0
02-25-9420-00 CWCB LOAN	.00	1,394,446.42	1,400,000.00	5,553.58	99.6
02-25-9460-00 98 BONDS	.00	240,000.00	240,000.00	.00	100.0
02-25-9460-01 INTEREST 1998 BONDS	.00	90,340.00	90,000.00 (	340.00)	100.4
TOTAL ADMINISTRATION	9,299.44	1,890,190.05	1,926,600.00	36,409.95	98.1

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-5010-00 SALARIES	12,916.68	159,994.22	163,400.00	3,405.78	97.9
02-70-5010-03 OVERTIME	477.39	4,410.87	10,000.00	5,589.13	44.1
02-70-5015-00 PART TIME SALARIES	.00	2,763.75	2,600.00	(163.75)	106.3
02-70-5050-00 PAYROLL TAXES	948.26	12,461.34	13,500.00	1,038.66	92.3
02-70-5060-00 RETIREMENT FUND	601.47	7,798.97	9,800.00	2,001.03	79.6
02-70-5065-00 HEALTH INSURANCE	3,548.82	42,605.04	48,000.00	5,394.96	88.8
02-70-5070-00 WORKMEN'S COMPENSATION	.00	8,409.53	5,800.00	(2,609.53)	145.0
02-70-6010-00 UTILITIES	17,716.34	168,304.20	158,000.00	(10,304.20)	106.5
02-70-6510-00 TELEPHONE	619.51	6,734.11	5,600.00	(1,134.11)	120.3
02-70-6511-00 TRAINING	.00	1,241.01	2,500.00	1,258.99	49.6
02-70-6518-00 CLEANING SUPPLIES	139.49	370.16	1,000.00	629.84	37.0
02-70-6522-00 INSURANCE	.00	23,569.00	23,500.00	(69.00)	100.3
02-70-6524-00 GAS AND OIL	1,099.56	12,453.16	14,000.00	1,546.84	89.0
02-70-6526-00 OPERATING SUPPLIES	5,726.22	123,280.35	120,000.00	(3,280.35)	102.7
02-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	706.03	1,300.00	593.97	54.3
02-70-6544-01 METER UPGRADE	534.18	91,826.06	80,000.00	(11,826.06)	114.8
02-70-6544-02 TOOLS	.00	1,417.99	1,000.00	(417.99)	141.8
02-70-6544-07 TESTING EQUIPMENT	.00	2,148.96	4,000.00	1,851.04	53.7
02-70-6544-08 VEHICLE-PURCHASE	22.50	12,311.66	13,000.00	688.34	94.7
02-70-6544-13 WATER PLANT IMPROVEMENTS	.00	3,582.00	200,000.00	196,418.00	1.8
02-70-6544-22 WATERLINE REPLACEMENT	.00	2,986.25	30,000.00	27,013.75	10.0
02-70-6544-29 INSTRUMENTATION UPGRADES	.00	.00	32,500.00	32,500.00	.0
02-70-6544-36 FIRE HYDRANT REPAIRS	.00	130.38	15,000.00	14,869.62	.9
02-70-6544-38 LONE TREE REPLACE PUMP/MOTORS	.00	.00	55,000.00	55,000.00	.0
02-70-6544-40 LONE TREE DIVERSION PIPELINE	.00	1,268.08	115,000.00	113,731.92	1.1
02-70-6544-41 STRATEGIC RAW WATER/CONS. PLAN	.00	.00	40,000.00	40,000.00	.0
02-70-6544-42 PUMP STATION IMPELLERS	3,360.00	11,590.00	35,000.00	23,410.00	33.1
02-70-7015-00 R&M WATERLINES	360.48	24,985.90	13,000.00	(11,985.90)	192.2
02-70-7020-00 REPAIRS & MAINTENANCE	2,514.44	26,167.32	80,000.00	53,832.68	32.7
02-70-7022-00 VEHICLE REPAIRS	.00	3,965.60	4,000.00	34.40	99.1
02-70-7035-00 WATER ASSESMENT	.00	83,354.61	85,000.00	1,645.39	98.1
02-70-7090-00 INSURANCE DEDUCTIBLES	1,000.00	1,000.00	2,000.00	1,000.00	50.0
02-70-8012-00 PROFESSIONAL SERVICES	1,448.96	15,087.15	35,000.00	19,912.85	43.1
TOTAL OPERATIONS - WATER FUND	53,034.30	856,923.70	1,418,500.00	561,576.30	60.4
<u>TRANSFERS OUT</u>					
02-80-7051-00 TRANSFER TO OTHER FUNDS	.00	86,214.42	90,000.00	3,785.58	95.8
TOTAL TRANSFERS OUT	.00	86,214.42	90,000.00	3,785.58	95.8
TOTAL FUND EXPENDITURES	62,333.74	2,833,328.17	3,435,100.00	601,771.83	82.5
NET REVENUE OVER EXPENDITURES	235,773.55	1,775,985.06	(1,561,500.00)	(3,337,485.06)	113.7

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

SEWER FUND

<u>SOURCE 00</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
03-00-4310-00 SEWER CHARGES	124,925.24	1,445,458.01	1,175,000.00	(270,458.01)	123.0
03-00-4320-00 SEWER TAP FEES	3,600.00	518,400.00	.00	(518,400.00)	.0
03-00-4330-00 MISCELLANEOUS	1,813.75	134,633.61	7,500.00	(127,133.61)	1795.1
03-00-4610-00 EARNINGS ON INVESTMENTS	(147.23)	21,789.94	23,000.00	1,210.06	94.7
 TOTAL SOURCE 00	 130,191.76	 2,120,281.56	 1,205,500.00	 (914,781.56)	 175.9
 TOTAL FUND REVENUE	 130,191.76	 2,120,281.56	 1,205,500.00	 (914,781.56)	 175.9

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	4,121.25	53,650.34	55,700.00	2,049.66	96.3
03-25-5010-03 OVERTIME	.00	28.51	500.00	471.49	5.7
03-25-5015-00 PART-TIME SALARIES	187.98	2,006.41	2,500.00	493.59	80.3
03-25-5020-00 JANITORIAL SALARIES	216.67	2,600.00	2,600.00	.00	100.0
03-25-5025-00 MANAGER SALARIES	3,482.82	45,276.66	46,400.00	1,123.34	97.6
03-25-5050-00 PAYROLL TAXES	364.78	7,057.32	8,100.00	1,042.68	87.1
03-25-5060-00 RETIREMENT FUND	602.20	7,832.97	7,800.00	(32.97)	100.4
03-25-5065-00 HEALTH INSURANCE	2,022.15	24,893.24	28,900.00	4,006.76	86.1
03-25-5070-00 WORKMEN'S COMPENSATION	.00	282.80	300.00	17.20	94.3
03-25-6010-00 UTILITIES - TOWN HALL	281.43	3,655.53	4,000.00	344.47	91.4
03-25-6505-00 OFFICE EXPENSES	139.63	3,674.92	4,400.00	725.08	83.5
03-25-6506-00 UTILITY BILL MAILING	292.06	3,363.55	3,300.00	(63.55)	101.9
03-25-6510-00 TELEPHONE	134.57	1,435.22	1,800.00	364.78	79.7
03-25-6511-00 TRAINING & MEETINGS	56.46	255.64	1,000.00	744.36	25.6
03-25-6515-00 DUES & SUBSCRIPTIONS	.00	273.38	500.00	226.62	54.7
03-25-6518-00 CLEANING SUPPLIES	80.61	805.68	900.00	94.32	89.5
03-25-6520-00 MILEAGE & EXPENSES	110.85	110.85	800.00	689.15	13.9
03-25-6522-00 INSURANCE & BONDS	.00	7,200.00	7,200.00	.00	100.0
03-25-6544-02 COMPUTER SOFTWARE	.00	.00	1,500.00	1,500.00	.0
03-25-6544-04 CAPITAL OUTLAY - COMPUTER	.00	450.00	1,000.00	550.00	45.0
03-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	500.00	500.00	.0
03-25-7020-00 REPAIR & MAINTENANCE	.00	313.84	1,100.00	786.16	28.5
03-25-8010-00 AUDIT	.00	6,800.00	6,800.00	.00	100.0
03-25-8012-00 PROFESSIONAL SERVICES	458.32	5,645.83	6,300.00	654.17	89.6
03-25-8014-00 LEGAL	664.50	16,599.25	30,000.00	13,400.75	55.3
03-25-8016-00 SALARY STUDY	.00	.00	800.00	800.00	.0
03-25-8017-00 PROFESSIONAL SERVICES - ENG.	4,923.35	37,289.50	70,000.00	32,710.50	53.3
TOTAL PERSONNEL	18,139.63	231,501.44	294,700.00	63,198.56	78.6

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	15,631.47	195,392.66	197,800.00	2,407.44	98.8
03-70-5010-03 OVERTIME PAY	583.47	5,488.82	10,000.00	4,511.18	54.9
03-70-5050-00 PAYROLL TAXES	1,159.00	14,978.97	15,900.00	921.03	94.2
03-70-5060-00 RETIREMENT FUND	735.18	9,536.91	12,000.00	2,463.09	79.5
03-70-5065-00 HEALTH INSURANCE	4,337.40	52,072.98	58,900.00	6,827.02	88.4
03-70-5070-00 WORKMEN'S COMPENSATION	.00	5,410.24	4,500.00	(910.24)	120.2
03-70-6010-00 UTILITIES	13,147.91	185,616.93	200,000.00	14,383.07	92.8
03-70-6510-00 TELEPHONE	392.21	4,390.77	6,500.00	2,109.23	67.6
03-70-6511-00 TRAINING	.00	1,080.00	1,000.00	(80.00)	108.0
03-70-6518-00 CLEANING SUPPLIES	78.74	309.39	1,000.00	690.61	30.9
03-70-6522-00 INSURANCE	.00	24,934.00	25,000.00	66.00	99.7
03-70-6524-00 GAS AND OIL	1,099.56	12,024.70	14,500.00	2,475.30	82.9
03-70-6526-00 OPERATING SUPPLIES	6,729.69	92,335.29	98,000.00	5,664.71	94.2
03-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	1,048.29	2,500.00	1,451.71	41.9
03-70-6544-03 PICKUP	22.50	12,157.00	13,000.00	843.00	93.5
03-70-6544-04 MANHOLE INSTALLATION	.00	.00	10,000.00	10,000.00	.0
03-70-6544-07 CENTRAL PLANT EXPANSION-DESIGN	.00	.00	20,000.00	20,000.00	.0
03-70-6544-09 LITTLE THOMPSON WATER TESTING	.00	.00	3,500.00	3,500.00	.0
03-70-6544-10 SEWERLINE REPLACEMENT	.00	1,047.00	30,000.00	28,953.00	3.5
03-70-6544-16 INSTRUMENTATION UPGRADES	.00	.00	30,000.00	30,000.00	.0
03-70-6544-22 WASTEWATER EXPANSION PROJECT	154,646.75	197,472.75	1,120,000.00	922,527.25	17.6
03-70-7015-00 REPAIRS AND MAINTENANCE	1,320.23	21,625.30	70,000.00	48,374.70	30.9
03-70-7020-00 R & M MAINS	1,746.22	13,066.85	20,000.00	6,933.15	65.3
03-70-7022-00 VEHICLE REPAIRS	136.58	3,466.73	3,500.00	33.27	99.1
03-70-7023-00 WEED CONTROL/GROUND MAINT.	.00	600.00	3,000.00	2,400.00	20.0
03-70-7025-00 SEWERLINE CLEANING	.00	.00	30,000.00	30,000.00	.0
03-70-7090-00 INSURANCE DEDUCTIBLES	.00	.00	3,000.00	3,000.00	.0
03-70-8012-00 PROFESSIONAL SERVICES	48.61	24,183.68	25,000.00	816.32	96.7
TOTAL OPERATIONS - SEWER FUND	<u>201,815.52</u>	<u>878,239.16</u>	<u>2,028,600.00</u>	<u>1,150,360.84</u>	<u>43.3</u>
TOTAL FUND EXPENDITURES	<u>219,955.15</u>	<u>1,109,740.60</u>	<u>2,323,300.00</u>	<u>1,213,559.40</u>	<u>47.8</u>
NET REVENUE OVER EXPENDITURES	<u>(89,763.39)</u>	<u>1,010,540.96</u>	<u>(1,117,800.00)</u>	<u>(2,128,340.96)</u>	<u>90.4</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
05-00-4070-00 COLORADO LOTTERY	13,577.87	55,755.08	40,000.00	(15,755.08)	139.4
05-00-4110-00 PARK FEES	3,500.00	185,000.00	50,000.00	(135,000.00)	370.0
05-00-4130-00 LARIMER COUNTY USE TAX	6,253.32	74,513.58	35,000.00	(39,513.58)	212.9
05-00-4330-00 OTHER	544.49	1,800.88	1,000.00	(800.88)	180.1
05-00-4610-00 CT-EARNINGS ON INVEST.	2,326.72	4,939.23	3,000.00	(1,939.23)	164.6
TOTAL SOURCE 00	26,202.40	322,008.77	129,000.00	(193,008.77)	249.6
TOTAL FUND REVENUE	26,202.40	322,008.77	129,000.00	(193,008.77)	249.6

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

CONSERVATION TRUST

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>DEPARTMENT 70</u>					
05-70-8533-00 TREE TRIMMING	.00	3,600.00	4,000.00	400.00	90.0
05-70-8544-00 PARK EQPT. & IMPROVEMENTS	.00	2,731.70	3,000.00	268.30	91.1
05-70-8544-01 CAPITAL - TREES	.00	.00	7,000.00	7,000.00	.0
05-70-8544-04 LAWN MOWER	.00	16,066.77	20,000.00	3,933.23	80.3
05-70-8545-00 EDDIE ARAGON PARK	.00	736.67	2,500.00	1,763.33	29.5
05-70-8546-00 SUNRISE PARK	.00	728.45	2,500.00	1,771.55	29.1
05-70-8547-00 PARISH PARK	.00	747.91	2,500.00	1,752.09	29.9
05-70-8548-00 HAYS PARK	.00	317.80	2,500.00	2,182.20	12.7
05-70-8549-00 PIONEER RIDGE PARK	.00	.00	2,500.00	2,500.00	.0
05-70-8550-00 ROLLING HILLS RANCH PARK	.00	1,520.46	2,500.00	979.54	60.8
05-70-8551-00 JOHNSTOWN LAKE PARK	.00	768.71	2,500.00	1,731.29	30.8
05-70-8553-00 CLEARVIEW PARK	.00	.00	2,500.00	2,500.00	.0
05-70-7020-00 REPAIR & MAINT.	.00	216.36	2,000.00	1,783.64	10.8
05-70-8012-00 PROFESSIONAL SERVICES	.00	.00	300.00	300.00	.0
TOTAL DEPARTMENT 70	.00	27,434.83	56,300.00	28,865.17	48.7
<u>DEPARTMENT 80</u>					
05-80-7020-00 SCHOOL/PARK SITE REIMB.	.00	.00	23,000.00	23,000.00	.0
TOTAL DEPARTMENT 80	.00	.00	23,000.00	23,000.00	.0
TOTAL FUND EXPENDITURES	.00	27,434.83	79,300.00	51,865.17	34.6
NET REVENUE OVER EXPENDITURES	<u>26,202.40</u>	<u>294,573.94</u>	<u>49,700.00</u>	<u>(244,873.94)</u>	<u>592.7</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

CONTINGENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
06-00-4110-00 TRANSFER FROM GENERAL FUND	200,000.00	200,000.00	200,000.00	.00	100.0
06-00-4330-00 OTHER	.00	2,130.02	.00	(2,130.02)	.0
06-00-4610-00 CF-EARNINGS ON INVESTMENTS	80.11	776.22	800.00	23.78	97.0
TOTAL SOURCE 00	<u>200,080.11</u>	<u>202,906.24</u>	<u>200,800.00</u>	<u>(2,106.24)</u>	<u>101.1</u>
TOTAL FUND REVENUE	<u>200,080.11</u>	<u>202,906.24</u>	<u>200,800.00</u>	<u>(2,106.24)</u>	<u>101.1</u>

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

CONTINGENT FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>DEPARTMENT 70</u>						
06-70-6544-00	TRANSFER TO BANK FUND	1,763.29	101,851.20	864,800.00	762,948.80	11.8
TOTAL DEPARTMENT 70		<u>1,763.29</u>	<u>101,851.20</u>	<u>864,800.00</u>	<u>762,948.80</u>	<u>11.8</u>
TOTAL FUND EXPENDITURES		<u>1,763.29</u>	<u>101,851.20</u>	<u>864,800.00</u>	<u>762,948.80</u>	<u>11.8</u>
NET REVENUE OVER EXPENDITURES		<u>198,316.82</u>	<u>101,055.04</u>	<u>(664,000.00)</u>	<u>(765,055.04)</u>	<u>15.2</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

CEMETERY FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
07-00-4310-00 CEMETERY LOTS AND CARE	247.50	3,457.05	2,000.00 (	1,457.05)	172.9
07-00-4610-00 CP-EARNINGS ON INVESTMENTS	7.78	88.52	100.00	11.48	88.5
TOTAL SOURCE 00	<u>255.28</u>	<u>3,545.57</u>	<u>2,100.00 (</u>	<u>1,445.57)</u>	<u>168.8</u>
TOTAL FUND REVENUE	<u>255.28</u>	<u>3,545.57</u>	<u>2,100.00 (</u>	<u>1,445.57)</u>	<u>168.8</u>
NET REVENUE OVER EXPENDITURES	<u>255.28</u>	<u>3,545.57</u>	<u>2,100.00 (</u>	<u>1,445.57)</u>	<u>168.8</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
09-00-4110-00 TRANSFER FROM GENERAL FUND	.00	300,000.00	300,000.00	.00	100.0
09-00-4330-00 MISCELLANEOUS REVENUE	16,386.21	16,386.21	.00	(16,386.21)	.0
09-00-4610-00 EARNINGS ON INVESTMENTS	3,538.56	3,566.45	3,000.00	(566.45)	118.9
TOTAL SOURCE 00	19,924.77	319,952.66	303,000.00	(16,952.66)	105.6
TOTAL FUND REVENUE	19,924.77	319,952.66	303,000.00	(16,952.66)	105.6

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

EQUIPMENT REPLACEMENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>DEPARTMENT 70</u>					
09-70-6544-02 EQUIPMENT PURCHASE	.00	60,208.00	61,000.00	792.00	98.7
09-70-6544-04 POLICE VEHICLE	.00	32,998.13	42,500.00	9,501.87	77.6
09-70-6544-05 SNOW PLOW FOR PICKUP	.00	.00	6,000.00	6,000.00	.0
09-70-6544-08 BUILDING DEPT. VEHICLE	.00	24,347.27	26,000.00	1,652.73	93.6
09-70-6544-09 MINI EXCAVATOR	.00	59,896.00	70,000.00	10,105.00	85.6
TOTAL DEPARTMENT 70	<u>.00</u>	<u>177,448.40</u>	<u>205,500.00</u>	<u>28,051.60</u>	<u>86.4</u>
TOTAL FUND EXPENDITURES	<u>.00</u>	<u>177,448.40</u>	<u>205,500.00</u>	<u>28,051.60</u>	<u>86.4</u>
NET REVENUE OVER EXPENDITURES	<u>19,924.77</u>	<u>142,504.26</u>	<u>97,500.00</u>	<u>(45,004.26)</u>	<u>146.2</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

DRAINAGE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
11-00-4110-00 DRAINAGE FEES	28,730.00	348,049.16	297,000.00	(51,049.16)	117.2
11-00-4610-00 EARNINGS ON INVESTMENTS	154.18	7,328.68	7,500.00	171.32	97.7
TOTAL SOURCE 00	<u>28,884.18</u>	<u>355,377.84</u>	<u>304,500.00</u>	<u>(50,877.84)</u>	<u>116.7</u>
TOTAL FUND REVENUE	<u>28,884.18</u>	<u>355,377.84</u>	<u>304,500.00</u>	<u>(50,877.84)</u>	<u>116.7</u>

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	1,305.38	17,023.25	17,000.00	(23.25)	100.1
11-25-5010-03 OVERTIME	.00	16.29	100.00	83.71	16.3
11-25-5011-00 PART TIME OFFICE	187.98	2,006.41	2,500.00	493.59	80.3
11-25-5025-00 MANAGER	1,794.18	23,324.34	23,600.00	275.66	98.8
11-25-5050-00 PAYROLL TAXES	132.98	2,905.95	3,400.00	494.05	85.5
11-25-5060-00 RETIREMENT FUND	221.00	2,875.92	3,200.00	324.08	89.9
11-25-5065-00 HEALTH INSURANCE	888.28	10,983.08	13,200.00	2,216.92	83.2
11-25-5070-00 WORKMAN'S COMPENSATION	.00	300.00	300.00	.00	100.0
11-25-6010-00 UTILITIES	.00	352.08	1,700.00	1,347.92	20.7
11-25-6505-00 OFFICE SUPPLIES	20.00	986.53	1,000.00	13.47	98.7
11-25-6506-00 UTILITY BILL MAILING	292.05	3,363.44	3,200.00	(163.44)	105.1
11-25-6510-00 TELEPHONE	.00	.00	700.00	700.00	.0
11-25-6522-00 INSURANCE AND BONDS	.00	2,200.00	2,200.00	.00	100.0
11-25-6544-04 COMPUTER SOFTWARE	.00	.00	2,500.00	2,500.00	.0
11-25-6544-05 COMPUTER	.00	.00	500.00	500.00	.0
11-25-7020-00 MAINTENANCE AND REPAIRS	.00	.00	500.00	500.00	.0
11-25-8010-00 AUDIT	.00	2,200.00	2,200.00	.00	100.0
11-25-8012-00 COMPUTER PROF. SERVICES	.00	2,960.00	2,800.00	(160.00)	105.7
11-25-8014-00 LEGAL	.00	.00	2,000.00	2,000.00	.0
11-25-8017-00 PROFESSIONAL SERVICES	.00	90.23	1,500.00	1,409.77	6.0
TOTAL ADMINISTRATION	4,841.85	71,587.52	84,100.00	12,512.48	85.1
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	1,483.33	20,139.36	21,700.00	1,560.64	92.8
11-70-5010-03 OVERTIME	211.56	999.42	400.00	(599.42)	249.9
11-70-5050-00 PAYROLL TAXES	123.22	1,502.47	1,700.00	197.53	88.4
11-70-5060-00 RETIREMENT FUND	71.79	895.36	1,200.00	304.64	74.6
11-70-5065-00 HEALTH INSURANCE	603.57	8,090.56	10,100.00	2,009.44	80.1
11-70-5070-00 WORKMEN'S COMPENSATION	.00	1,000.00	1,000.00	.00	100.0
11-70-6510-00 TELEPHONE	800.00	800.00	800.00	.00	100.0
11-70-6511-00 TRAINING	.00	.00	500.00	500.00	.0
11-70-6522-00 INSURANCE	.00	4,200.00	4,200.00	.00	100.0
11-70-6524-00 GAS & OIL	.00	2,000.00	2,000.00	.00	100.0
11-70-6526-00 OPERATING SUPPLIES	1,000.00	1,000.00	1,000.00	.00	100.0
11-70-6544-02 VEHICLE PURCHASE	.00	.00	700.00	700.00	.0
11-70-6544-06 INFRASTRUCTURE REPAIR	.00	.00	20,000.00	20,000.00	.0
11-70-7020-00 REPAIR & MAINTENANCE	.00	241.50	4,000.00	3,758.50	6.0
11-70-7024-00 INLET REPLACEMENT	.00	9,456.00	20,000.00	10,544.00	47.3
11-70-7026-00 CURB/GUTTER REPLACEMENT	.00	34,095.00	20,000.00	(14,095.00)	170.5
11-70-9450-00 INTEREST PAYMENT	.00	82,585.00	83,000.00	415.00	99.5
TOTAL OPERATIONS	4,293.47	167,004.67	192,300.00	25,295.33	86.9
TOTAL FUND EXPENDITURES	9,135.32	238,592.19	276,400.00	37,807.81	86.3

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	19,748.86	116,785.65	28,100.00	(88,685.65)	415.6

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

PAVING FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
12-00-4110-00 PAVING FEES	.00	2,617.00	.00 (	2,617.00)	.0
12-00-4610-00 EARNINGS ON INVESTEMENTS	.46	1.11	.00 (	1.11)	.0
TOTAL SOURCE 00	.46	2,618.11	.00 (	2,618.11)	.0
TOTAL FUND REVENUE	.46	2,618.11	.00 (	2,618.11)	.0

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

PAVING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 80</u>					
12-80-7050-00 TRANSFER CAPITAL PROJECTS FUND	400.00	400.00	400.00	.00	100.0
TOTAL DEPARTMENT 80	400.00	400.00	400.00	.00	100.0
TOTAL FUND EXPENDITURES	400.00	400.00	400.00	.00	100.0
NET REVENUE OVER EXPENDITURES	(399.54)	2,218.11	(400.00)	(2,618.11)	554.5

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

LIBRARY

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
14-00-4530-00 REFUND OF EXPENDITURES	.00	65,832.75	.00	(65,832.75)	.0
TOTAL SOURCE 00	.00	65,832.75	.00	(65,832.75)	.0
TOTAL FUND REVENUE	.00	65,832.75	.00	(65,832.75)	.0

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 00</u>					
14-00-5010-00 LIBRARY- SALARIES	17,006.07	220,542.88	.00 (	220,542.88)	.0
14-00-5050-00 LIBRARY-PAYROLL TAXES	1,274.51	16,554.01	.00 (	16,554.01)	.0
14-00-5065-00 HEALTH INS.	1,646.27	19,755.24	.00 (	19,755.24)	.0
14-00-5070-00 WORKMENS COMPENSATION	.00	709.10	.00 (	709.10)	.0
TOTAL DEPARTMENT 00	<u>19,926.85</u>	<u>257,561.23</u>	<u>.00 (</u>	<u>257,561.23)</u>	<u>.0</u>
TOTAL FUND EXPENDITURES	<u>19,926.85</u>	<u>257,561.23</u>	<u>.00 (</u>	<u>257,561.23)</u>	<u>.0</u>
NET REVENUE OVER EXPENDITURES	<u>(19,926.85)</u>	<u>(191,728.48)</u>	<u>.00</u>	<u>191,728.48</u>	<u>.0</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
15-00-4060-00 USE TAX	95,951.07	2,506,059.85	675,000.00	(1,831,059.85)	371.3
15-00-4140-00 GRANT MONIES	.00	.00	7,000.00	7,000.00	.0
15-00-4610-00 EARNINGS ON INVESTMENTS	298.77	36,531.56	40,000.00	3,468.44	91.3
15-00-4720-00 FROM WATER FUND	42,864.42	42,864.42	45,000.00	2,135.58	95.3
15-00-4810-00 TRANSFER FROM PAVING FUND	400.00	400.00	500.00	100.00	80.0
TOTAL SOURCE 00	139,514.26	2,585,855.83	767,500.00	(1,818,355.83)	336.9
TOTAL FUND REVENUE	139,514.26	2,585,855.83	767,500.00	(1,818,355.83)	336.9

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
15-70-6544-14 POLICE STATION PARKING LOT	.00	3,088.00	5,000.00	1,912.00	61.8
15-70-7015-00 ANNUAL OVERLAY	.00	200,831.49	200,000.00	(831.49)	100.4
15-70-7020-00 STREET REPAIR & MAINT.	.00	88,970.30	100,000.00	11,029.70	89.0
15-70-7022-00 ALLEY IMPROVEMENTS	.00	1,204.43	2,000.00	795.57	60.2
15-70-7035-00 COMMUNITY CENTER IMPROVEMENTS	.00	1,648.94	10,000.00	8,351.06	16.5
15-70-7045-00 STREETLIGHTS	.00	.00	5,000.00	5,000.00	.0
15-70-7047-00 SIGNS	.00	3,977.66	5,000.00	1,022.34	79.6
15-70-7065-00 SIDEWALK/CURB REPL.	.00	4,863.00	20,000.00	15,137.00	24.3
15-70-7085-00 SHOP IMPROVEMENTS	.00	1,320.00	2,500.00	1,180.00	52.8
15-70-7086-00 POLICE-ELECTRONIC TICKETING	.00	11,499.08	12,000.00	500.92	95.8
15-70-7088-00 EMERGENCY WARNING SIREN	.00	30,590.45	31,000.00	409.55	98.7
15-70-7130-00 BICYCLE/PEDESTRIAN ACCESS IMP.	.00	.00	10,000.00	10,000.00	.0
15-70-7140-00 TRAIL/SIDEWALK CONNECTIONS	.00	17,927.80	200,000.00	182,072.20	9.0
15-70-7142-00 BOOSTER PUMP/PIONEER RIDGE	.00	.00	31,000.00	31,000.00	.0
TOTAL DEPARTMENT 70	.00	365,921.15	633,500.00	267,578.85	57.8
<u>DEPARTMENT 80</u>					
15-80-7060-00 REBATE	199,510.26	247,648.81	80,000.00	(167,648.81)	309.6
15-80-7080-00 PUBLIC WKS BLD. CONST. FUND	.00	1,255.00	151,900.00	150,645.00	.8
TOTAL DEPARTMENT 80	199,510.26	248,903.81	231,900.00	(17,003.81)	107.3
TOTAL FUND EXPENDITURES	199,510.26	614,824.96	865,400.00	250,575.04	71.1
NET REVENUE OVER EXPENDITURES	(59,996.00)	1,971,030.87	(97,900.00)	(2,068,930.87)	2013.3

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
16-00-4070-00 FROM SALES TAX	8,194.74	89,679.26	83,000.00	(6,679.26)	108.1
16-00-4610-00 EARNINGS ON INVESTMENTS	2.58	13.26	10.00	(3.26)	132.6
TOTAL SOURCE 00	8,197.32	89,692.52	83,010.00	(6,682.52)	108.1
TOTAL FUND REVENUE	8,197.32	89,692.52	83,010.00	(6,682.52)	108.1

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
16-70-7010-00 CONSTRUCTION	12,000.00	91,400.00	98,110.00	6,710.00	93.2
16-70-7090-00 TOWN OF JOHNSTOWN	385.00	3,620.50	.00	(3,620.50)	.0
TOTAL DEPARTMENT 70	<u>12,385.00</u>	<u>95,020.50</u>	<u>98,110.00</u>	<u>3,089.50</u>	<u>96.9</u>
TOTAL FUND EXPENDITURES	<u>12,385.00</u>	<u>95,020.50</u>	<u>98,110.00</u>	<u>3,089.50</u>	<u>96.9</u>
NET REVENUE OVER EXPENDITURES	<u>(4,187.68)</u>	<u>(5,327.98)</u>	<u>(15,100.00)</u>	<u>(9,772.02)</u>	<u>(35.3)</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
17-00-4610-00 EARNINGS ON INVESTMENTS	1,336.26	24,784.28	30,000.00	5,215.72	82.6
TOTAL SOURCE 00	1,336.26	24,784.28	30,000.00	5,215.72	82.6
<u>SOURCE 01</u>					
17-01-4110-01 TRANSPORATION FAC. DEV. FEE	12,854.03	732,133.75	180,000.00 (	552,133.75)	406.7
17-01-4110-02 POLICE FACILITIES DEV. FEE	2,986.34	157,916.03	42,000.00 (	115,916.03)	376.0
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	7,963.69	423,116.47	112,000.00 (	311,116.47)	377.8
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	7,742.49	408,741.99	109,000.00 (	299,741.99)	375.0
17-01-4110-05 LIBRARY FACILITIES FEE	1,534.33	81,066.31	21,800.00 (	59,266.31)	371.9
17-01-4110-06 TRAFFIC SIGNAL	.00	23,274.39	300.00 (	22,974.39)	758.1
TOTAL SOURCE 01	33,080.88	1,826,248.94	465,100.00 (	1,361,148.94)	392.7
TOTAL FUND REVENUE	34,417.14	1,851,033.22	495,100.00 (	1,355,933.22)	373.9

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
17-70-6544-01 POLICE VEHICLE	.00	40,769.51	40,000.00	(769.51)	101.9
17-70-6544-14 POLICE WORKSTATION	.00	3,864.70	3,700.00	(164.70)	104.5
17-70-6544-15 POLICE EQUIPMENT	.00	7,000.00	7,000.00	.00	100.0
17-70-6544-16 COUNTY ROAD 46 BRIDGE	560.00	730.00	90,000.00	89,270.00	.8
17-70-8016-00 PROFESSIONAL SERVICES	.00	3,033.04	15,000.00	11,966.96	20.2
17-70-8017-00 PARKS & OPEN - PROFESSIONAL	.00	.00	30,000.00	30,000.00	.0
17-70-8018-00 TRANSPORTATION EXPENDITURES	.00	49,367.00	65,000.00	15,633.00	76.0
TOTAL DEPARTMENT 70	560.00	104,764.25	250,700.00	145,935.75	41.8
TOTAL FUND EXPENDITURES	560.00	104,764.25	250,700.00	145,935.75	41.8
NET REVENUE OVER EXPENDITURES	33,857.14	1,746,268.97	244,400.00	(1,501,868.97)	714.5

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

PUBLIC WKS BLDG. CONST. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
19-00-4060-00 USE TAX	.00	.00	151,900.00	151,900.00	.0
19-00-4070-00 GENERAL FUND MONIES	.00	384,593.63	650,000.00	265,406.37	59.2
19-00-4610-00 EARNINGS ON INVESTMENTS	.00	23.85	100.00	76.15	23.9
TOTAL SOURCE 00	.00	384,617.48	802,000.00	417,382.52	48.0
TOTAL FUND REVENUE	.00	384,617.48	802,000.00	417,382.52	48.0

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

PUBLIC WKS BLDG. CONST. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
19-70-6544-00 CONSTRUCTION	.00	48,845.75	850,100.00	801,254.25	5.8
TOTAL DEPARTMENT 70	.00	48,845.75	850,100.00	801,254.25	5.8
TOTAL FUND EXPENDITURES	.00	48,845.75	850,100.00	801,254.25	5.8
NET REVENUE OVER EXPENDITURES	.00	335,771.73	(48,100.00)	(383,871.73)	698.1

2014
LARIMER
HUMANE SOCIETY
AGREEMENT

AGREEMENT

Section 1. This Agreement, dated for reference purposes only this 1st day of January 2014, is made by and between Town of JOHNSTOWN, JOHNSTOWN, Colorado, hereinafter referred to as "the Town" and the Larimer Humane Society, hereinafter referred to as "the Society";

WITNESSETH:

WHEREAS, The Town of JOHNSTOWN has adopted, by resolution, a policy aimed at providing economical, safe, and humane animal sheltering and humane law enforcement services for residents of the Town and funds have been provided therefore; and

WHEREAS, the Society, a nonprofit corporation, is dedicated to safe and humane treatment of animals and desires to furnish said services;

WHEREAS, the Society operates a State-licensed animal shelter at 6317 Kyle Avenue, Fort Collins, Colorado, and employs trained and qualified persons to transport, shelter and handle animals within its custody; mailing address is 5137 S College Ave, Fort Collins, 80525.

NOW, THEREFORE, the Town of JOHNSTOWN and the Larimer Humane Society agree to the following:

1. Duration of the Agreement. This Agreement shall have initial term of one year, January 1, 2014 through December 31, 2014, and shall automatically renew for successive 12 month terms, unless terminated by either party 90 days prior to end of term or unless sooner terminated as provided herein. Notice of termination shall be written notice to the other party stating such termination.
2. Scope of Services. The Humane Society shall perform the following duties pursuant to this Agreement:
 - a. Maintain and operate all physical plant facilities and equipment necessary for the efficient, effective operation of an animal shelter in compliance with state laws and ordinances and resolutions of the Town;
 - b. Provide for, or be responsible for, the professional services of a doctor of veterinary medicine licensed to so practice in the state of Colorado and available for 24 hour emergency services;
 - c. Maintain and provide all medical supplies, professional instruments, and equipment necessary for the efficient, effective operation of said animal shelter
 - d. Provide humane and appropriate vehicles equipped with equipment necessary for transport of animals impounded by the town to the animal shelter or designated veterinary clinic.

3. Operation and Management of Shelter. The Society shall:
- a. Conduct the operations of the animal shelter within and upon the above described property;
 - b. Comply with the applicable laws of the State of Colorado, ordinances of the Town, the existing administrative directives of the Town, and such future administrative directives of the Town as may from time to time be agreed to by the Society and the Town Board of Trustees of the said Town, relative to operating and managing the Animal Shelter and vehicles used for transport;
 - c. Maintain the shelter in a clean, sanitary condition as required by the Pet Animal Care and Facilities Act;
 - d. Accept from the Town for impoundment in the animal shelter, dogs, cats, and other companion animals similar in size to dogs, under the same terms and conditions as herein provided for the impoundment of dogs;
 - e. Do each and every other professional act deemed necessary or appropriate to the end that the animal shelter shall be operated in an efficient, effective, and economical manner;
 - f. Not release or otherwise dispose of any dog or other animal placed by the Town with the Society under the terms of this agreement unless and until all impoundment periods prescribed by the Town and the State of Colorado Pet Animal Care Facilities Act have been satisfied or unless euthanasia prior to that time is deemed necessary or appropriate by the veterinarian or designated shelter personnel advising the Society.
 - g. Keep and maintain all animals covered by this agreement impounded to it by the Town under the provisions of this agreement for at least the time required by the State of Colorado Pet Animal Care Facilities Act. In the event any animal is held for the purpose of observation for the presence of rabies, the animal shall be held for such times as directed by the Town Chief of Police or Health Department, or other designated individual which time shall not be less than ten (10) days or such greater times as may be provided in the governing Town regulation or ordinance during which times, the daily board fee will be collected from the owner of the animal, or in the case of an unowned animal, will be paid by the Town.
 - h. Not release an animal to its owner unless all requirements of the Town's regulation or ordinances, including payment of impoundment fees have been complied with unless the Society, in its sole discretion, waives said fees. The Society will report any fees waived and will not charge the Town for the impoundment/board of these animals.
 - i. Submit a report on a quarterly basis with annual summary to the Town listing the

following information in regard to the previous quarter:

1. Total number of stray animals admitted from the Town. If the animal is brought to the Society by a citizen, the Society will make best efforts to confirm that the animal was found at an address in the Town.
 2. Total amount due based on fees described in Section 6 of this Agreement.
 3. Total number of impounded animals returned to their owners.
 4. Total number of impounded animals not reclaimed by their owners.
 5. Total fees due by the Town for animals not reclaimed by their owners based on fees described in Section 6 of this agreement.
 6. Total fees due by the Town for unowned stray animals held under rabies quarantine based on fees described in Section 8 of this agreement.
4. Transport of Animals. With regard to assisting the Town and transporting animals pursuant to this agreement, the Society shall:
- a. Respond to calls which originate from the Town, between the hours of 8:00 a.m. and 8:00 p.m. Monday through Sunday, and on an emergency basis as needed.
 - b. That transportation of the animals must take place within a reasonable time from the time the animal is taken into custody by the Town
 - c. Ensure that injured or ill stray animals receive veterinary care in accordance with the State of Colorado Pet Animal Care Facilities Act.
 - d. To immediately notify the Humane Society or to immediately transport an animal to a licensed veterinarian for treatment if the animal is suffering or requires immediate veterinary care. Maintain records of all calls responded to, and shall,
 - e. at the end of each quarter, submit the following information:
 1. Case number of each call responded to.
 2. Total number of calls during normal hours of coverage.
 3. Total number of calls on an emergency basis.
 4. Total amount due based on fees described in Section 8 of this Agreement.
5. Transport of Animals. With regard to assisting the Society and transporting animals pursuant to this agreement, the Town shall:
- a. Provide humane treatment, adequate food, access to water and sanitary conditions for animals picked up by the Town until they can be transported to the shelter.
 - b. That transportation of the animals must take place within a reasonable time from the time the animal is taken into custody by the Town.
 - c. To immediately notify the Humane Society or to immediately transport an animal to a licensed veterinarian for treatment if the animal is suffering or requires immediate veterinary care.
6. Indemnity. Notwithstanding anything else herein, the Society shall protect, defend, indemnify, and hold harmless the Town, the departments and agencies thereof, its officers, elected and appointed, and its employees, servants, and agents from any and every action, cause of action, claim or demand of any person, natural or corporate who is not a subscribing party to this Agreement resulting from or arising out of any negligent act or omission of the Society, its officers, employees or agents, relating to the

performance of any of the obligations of the Society under this Agreement. The Society shall not however, be liable for the acts, claims, or demands which may arise from the negligent acts of the Town, its officers, elected or appointed, and the departments thereof, nor for acts, claims or demands based upon the operation of the animal shelter by the Society or the transport of animals to the Shelter in compliance with instructions or orders given to the Society by authorized agents or elected or appointed officers of the Town, and the Town shall indemnify and hold the Society harmless therefrom to the fullest extent permitted by law.

7. Insurance. The Society shall carry liability insurance sufficient to insure against acts of omission of the Society, its employees and agents, with the minimum coverage as follows:

Bodily Injury	\$150,000.00/\$4,000,000.00
Property Damage	\$50,000.00

The Town shall be an "Additional Insured" on any policy obtained by the Society pertaining to its duties under this Agreement with respect to operations performed by or on behalf of the Society and falling within the scope of the agreement between the Town and the Society.

8. Fee Schedule. The Town agrees:

- a. To pay the Society \$25.00 shelter fee for each animal impounded from the Town.
- b. To pay the Society \$10.00 per day boarding fee for each animal not reclaimed by its owner, not to exceed \$50.00 (\$10.00 X 5 day stray period)
- c. To pay the Society \$65.00 for each stray animal not reclaimed by its owner.
- d. To pay the Society \$25.00 impound plus 10-days board @ \$10.00 per day for unowned stray animals held under rabies quarantine, not to exceed \$125.00.
- e. To pay the Society \$25.00 per call for officer assistance between the hours of 8:00 a.m. - 8:00 p.m.; and pay the Society \$50.00 per call for after-hours officer assistance.
- f. That the Society may retain, as additional compensation, all impound fees collected by the Society from individuals whom animals are released which have been impounded by the Town.

9. Independent Contractor Status. The Parties agree that:

- a. The Society is and shall at all times remain an independent contractor with the Town.
- b. The Society has under this Agreement only the right to receive compensation from the Town for the services performed hereunder;
- c. As to its dealings with third parties, the Parties shall have no power to bind the other by contract or any other manner, nor shall either have any power or authority to act for or on behalf of the other.
- d. The Society shall not assign any of the rights acquired by or delegate the duties

imposed upon it under the provisions of the agreement without having first obtained the written permission of the Town to do so.

- e. This Agreement may not be enlarged, modified, or altered except in writing, signed by the parties as an amendment thereto;
- f. No waiver of rights created by any breach of this contract shall be construed to be a waiver of rights created by any subsequent breach thereof;
- g. The only expenditures to be made by the Town under any by virtue of this Agreement shall be the charges and fees specifically provided.
- h. Society has complied with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.

10. Taxes, Benefits and Workers' Compensation. With regard to taxes, benefits and workers' compensation:

- a. Town will not:
 - 1. withhold FICA (Social Security and Medicare taxes) from Society's payment or make FICA payments on Society's behalf,
 - 2. withhold state or federal income tax from Society's payments.
 - 3. Society shall pay all taxes incurred while performing services under this Agreement including all applicable income taxes and, if Society is not a corporation, self-employment (Social Security) taxes. Upon demand, Society shall provide Town with proof that such payments have been made.

SOCIETY IS NOT ENTITLED TO WORKERS
COMPENSATION BENEFITS AND SOCIETY IS OBLIGATED
TO PAY FEDERAL AND STATE INCOME TAXES ON ANY
MONIES EARNED PURSUANT TO THIS AGREEMENT.

- 4. Society understands that Society is not eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Town.
- 5. Town shall make no state or federal unemployment compensation payments on behalf of Society. Society will not be entitled to these benefits in connection with work performed under this Agreement.

11. Miscellaneous. The parties agree that strict and timely compliance with the pertinent laws of the State of Colorado, ordinances of the Town, and administrative directives of the Town, the future administrative directives of the Town, and administrative directive of the Town, as may be agreed to by the Society and the Town Board of Trustees of the said Town relative to the animal shelter and transporting services, and the provisions of this agreement, all as they relate to the operation of the animal shelter, shall be the essence hereof; and, that the failure of either of the parties to so conform shall be sufficient cause of the other to terminate this agreement upon written notice to the defaulting party.

This Agreement will be governed by the laws of the State of Colorado.

12. Exclusive Agreement. The Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

This is the entire Agreement between Society and Town.

IN WITNESS WHEREOF, the parties hereto have personally subscribed and ensealed these presents or have caused the same to be done by the duly authorized and commissioned officers thereof on the day and year above written.

ATTEST:

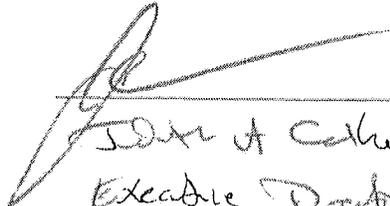
TOWN OF JOHNSTOWN:

ATTEST:

LARIMER HUMANE SOCIETY



Bill Ponder
Director of Animal Control



Julie A. Carlson
Executive Director

AGENDA ITEM 9A

**DAILY
AND
ROBBINS
ANNEXATION**

- **Annexation Agreement**
 - **Findings of Fact**_____**(Resolution No. 2014-01)**
- **Annexation Ordinance -1st Reading**
(Ordinance No. 2014-130)
Zoning Ordinance -1st Reading
(Ordinance No. 2014-131)

(*Public Hearing)

PUBLIC HEARING PROCEDURE – Daily and Robbins Annexation

1. Open public hearing.
2. Receive report from staff.
3. Applicant presents his/her position.
4. Ask to hear from anyone who supports the annexation.
5. Ask to hear from anyone who opposes the annexation.
6. Close the public hearing.
7. Ask for discussion.
8. Make decision and/or motion from Council:
 - a) First, consider the Annexation Agreement
 - 1) Need motion to approve, approve with conditions, etc.
 - b) Consider Resolution of Findings of Fact (No. 2014-01) - The Council may deny an annexation request for any reason but to approve it must make the findings contained in the Resolution.
 - 1) The primary considerations are that there is a community of interest between the area proposed to be annexed and the Town, the area will be urbanized in the near future and is capable of being integrated within the Town, and that Town services can be provided to the area.
 - c) Consider the Annexation Ordinance on first reading (No. 2014-130) Read in full.
 - d) Consider the Zoning Ordinance on first reading (2014-131) Read in full.

SUGGESTED MOTIONS:

For Approval:

- 1) I move to approve the Annexation Agreement.
- 2) I move to approve Resolution No. 2014-01 (Findings of Fact).
- 3) I move to approve Annexation Ordinance No. 2014-130 on first reading.
- 4) I move to approve Zoning Ordinance No. 2014-131 on first reading.

For Denial:

- 1) I move to deny approval of the Annexation Agreement.
- 2) I move to deny approval of Resolution No. 2014-01 (Findings of Fact).
- 3) I move to deny approval of Annexation Ordinance No. 2014-130 on first reading.
- 4) I move to deny approval of Zoning Ordinance No. 2014-131 on first reading.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 22, 2014

ITEM NUMBER: 9A

SUBJECT: *Public Hearing – Daily and Robbins Annexation

ACTION PROPOSED: Consider Daily and Robbins Annexation

PRESENTED BY: Mr. John Franklin, Town Planner

AGENDA ITEM DESCRIPTION: This is a request for annexation of two parcels, Daily (39.5±acres) and Robbins (15.3±acres) which total 54.8± acres. The parcels are generally located west of LCR 3 and north of LCR 18 (see map). The two parcels adjoin the Thompson River Ranch PUD.

The Johnstown Area Comprehensive Plan designates the Daily Parcel and Robbins Parcel as Residential. Both parcels have been historically utilized for agriculture, and are zoned F/A agricultural in Larimer County. The owner is requesting annexation and PUD-R (Planned Unit Development-Residential) zoning, and intends to develop the Daily parcel first and has applied for subdivision approval. Development of the parcels will be subject to the Thompson River Ranch Design Guidelines - staff will work with the owners to ensure that future development will be in compliance with Town plans and design standards.

Access to the Daily Parcel would be through Thompson River Ranch. Town water and sanitary sewer is available. Street and storm drainage improvements will need to be extended by the owner to serve the property.

The Town's standard annexation agreement has been signed by the owner.

State statutes require that the governing body of the annexing municipality approve a resolution of substantial compliance of the annexation petition. As part of the resolution finding substantial compliance, the governing body must set a public hearing to determine if the proposed annexation complies with sections 31-12-105, C.R.S., (Eligibility for Annexation) and 31-12-105, C.R.S., (Limitations). In accordance with statute, a public hearing date of January 22, 2014 has been scheduled.

The Planning and Zoning Commission held a public hearing on, 2013 and voted to recommend approval of the annexation and PUD-R zoning with one condition, as follows: An Annexation Agreement is to be prepared by the Town Attorney and signed by the Owner for Town Council consideration with annexation.

LEGAL ADVICE: The Town Attorney prepared the Annexation Agreement.

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: The Planning and Zoning Commission has recommended approval of the annexation, and PUD-R zoning.

SUGGESTED MOTIONS:

For Approval:

- 1) I move to approve the Annexation Agreement (subject to the following conditions...).
- 2) I move to approve Resolution No. 2014-01 (Findings of Fact).
- 3) I move to approve Annexation Ordinance No. 2014-130 on first reading....
- 4) I move to approve Zoning Ordinance No. 2014-131 on first reading ...

For Denial:

- 1) I move to deny approval of the Annexation Agreement.
 - 2) I move to deny approval of Resolution No. 2014-01 (Findings of Fact).
 - 3) I move to deny approval of Annexation Ordinance No. 2014-130.
 - 4) I move to deny approval of Zoning Ordinance No. 2014-131.
-

Reviewed:


Town Manager

ANNEXATION

AGREEMENT

ANNEXATION AGREEMENT

DAILY AND ROBBINS ANNEXATION

THIS AGREEMENT is made and entered into this _____ day of _____, 20_____, by and between **MREC Colorado Land Investments, LLC**, a Delaware limited liability company, hereinafter referred to as "Owner," and the **Town of Johnstown**, a municipal corporation of the State of Colorado, hereinafter referred to as "Johnstown" or "Town."

WITNESSETH:

WHEREAS, Owner desires to annex to Johnstown the property more particularly described on Exhibit A, which is attached hereto, incorporated herein, and made a part hereof (such property is hereafter referred to as "the Property"); and

WHEREAS, Owner has executed a petition to annex the Property, dated April 28, 2013, a copy of which petition is on file with the Town Clerk; and

WHEREAS, Owner has prepared an Outline Development Plan identifying and illustrating requested zoning, proposed land use and intended development of the property; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into the following agreement regarding annexation of the Property to the Town and other matters as set forth herein; and

WHEREAS, Owner acknowledges that upon annexation, the Property will be subject to all ordinances, resolutions, and other regulations of the Town of Johnstown, as they may be amended from time to time; and

WHEREAS, Owner acknowledges that the need for conveyances and dedication of certain property, including, but not limited to, property for rights-of-ways and easements to Johnstown as contemplated in this Agreement, are directly related to and generated by development intended to occur within the Property.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. ***Incorporation of Recitals.*** The parties confirm and incorporate the foregoing recitals into this Agreement.

2. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning annexation contained in the Johnstown Municipal Code, Development Regulations and Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, C.R.S., Section 31-12-101, et seq.

3. **Owner.** As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors, or assigns of Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement as if they were the original parties thereto. In the event of a transfer of all or any portion of this Property, the transferring Owner shall be relieved of any and all obligations under this Agreement which arise after the date of such transfer with respect to the transferred Property provided that written notice is given, as provided in paragraph 30 herein, to the Town with a copy to the Town Attorney.

4. **Further Acts.** Owner agrees to execute promptly upon request of Johnstown any and all surveys and other documents necessary to effect the annexation of the Property and the other provisions of this Agreement. Owner agrees to not sign any other petition for annexation of the Property or any petition for annexation election relating to the Property, except upon request of Johnstown.

5. **Annexation Documents.** Owner agrees to provide legal documents, surveys, engineering work, newspaper publications, maps, and reports determined by Johnstown to be necessary to accomplish the annexation.

6. **Zoning and Land Use.** The parties recognize that it is the intent and desire of Owner to develop the Property in a manner generally consistent with the zoning and land uses presented in the Outline Development Plan dated May 17, 2013, and that the granting of such zoning by the Town of Johnstown is a material consideration of the Owner's agreement to annex the Property to the Town. Owner shall take all action necessary to permit zoning by Johnstown of the annexed Property within the time prescribed by state statute.

7. **Non-Conforming Use.** Town agrees to allow the existing non-conforming agricultural use to continue until such time as the Property is platted but not at a greater level than at its current level of activity and use.

8. **Water and Sewer Demand Study.** In compliance with the Town's ordinance, Owner has submitted to the Town a preliminary Water and Sewer Demand Analysis. However, both parties recognize that this preliminary estimate may need to be revised by Owner or his successors and the parties agree to cooperate with each other with respect to any future revisions. Prior to the time of any plat submittal, Owner shall submit an updated Water and Sewer Demand Analysis for the development, to be included with any proposed plats for development. The parties will enter into a separate Water and Sewer Service Agreement no later than the time of final plat approval.

9. **Water Rights Dedication.** Owner shall offer to the Town for dedication all water rights and lateral ditch company rights appurtenant to the Property. Further, Owner shall dedicate to the Town all appurtenant water rights no later than the date of approval of the final plat of the first phase of the project. The undersigned specifically agree that they have not sold or transferred any water rights appurtenant to their property within the past year nor will they do so during the pendency of this annexation petition and once annexed to the Town of Johnstown, they will not sell or transfer any water rights appurtenant to the subject property without the prior written approval of the Johnstown Town Council.

10. **Municipal Services.** Johnstown agrees to make available to the Property all of the usual municipal services provided by the Town, in accordance with the ordinances and policies of the Town. The services provided by the Town include, but are not limited to, police protection, water and waste water services. Owner acknowledges that Town services do not include, as of the date of the execution of this Agreement, fire protection, or emergency medical services. Subject to the provisions of Paragraphs 8 and 9 above and Owner's performance of all the requirements of the Town's ordinances and policies, the Town shall provide water and sewer services to the land through water and sewer mains, and both parties agree to cooperate to the extent necessary to allow such services with the intent that the cost of delivery of such services shall be borne by the development.

11. **Public Improvements.** Required public improvements shall be designed and constructed to Town standards by Owner and at Owner's expense. Owner further agrees to provide financial guarantees for construction of all required improvements as set forth in each phase or filing of the development and to dedicate to the Town any or all of the improvements as required by Town ordinances. The public improvements and financial guarantees shall be set forth in the Development Agreement for each filing between the Town and Owner. All overhead utility lines shall be undergrounded.

12. **Streets and Arterial Roads.** On-site and required off-site streets shall be designed and constructed to Town standards by Owner at Owner's expense. Owner shall be entitled to reimbursement for oversizing of streets in accordance with the ordinances and policies of the Town.

13. **Land Dedication.** The dedication of parks and open space, flood plains, public easements for utilities, rights-of-way for streets and other public ways and dedications for other public purposes shall be by General Warranty Deed (to include mineral interests owned by Owner at the time of annexation) or appropriate instrument of conveyance acceptable to the Town. Such dedications shall occur as defined herein or at such time as the Town or School District is ready to begin improvements, except that all perimeter street rights-of-way shall be dedicated at the time of subdivision platting, unless the Town specifies another time. The Town and Owner agree that such dedications are directly related to and generated by the development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

14. **Water and Waste Water Utilities.** On-site and required off-site water and waste water mains and appurtenances shall be constructed to Town standards by Owner at Owner's expense. Town and Owner hereby agree to cooperate in good faith with respect to 1) determining reasonable oversizing requirements; 2) locating and securing approvals for installation of utility mains and appurtenances within public rights-of-way; and 3) facilitating installation of off-site infrastructure, as and when Owner and Town determine that such installation is necessary in connection with orderly development of the Property.

15. **Drainage.**

(a) A drainage study of the entire annexation territory will be provided by the Owner. Improvements recommended by such study shall be completed as required for each phase or filing of development.

(b) Historical irrigation and drainage patterns shall be maintained on the property to the extent feasible including no change in the quality, quantity, or point of discharge, except to the extent approved by the Town.

(c) The Town has established a Storm Water Utility. A system development charge (currently \$1,100.00 per acre) shall be payable upon approval of the annexation.

16. **Reimbursements.** To the extent water, sewer, storm drainage facilities or other utilities are oversized or extended onto the property by Owner or to the extent streets or street lighting or other public improvements are built or relocated off-site of the Property by Owner, by any District or by the Town, for benefit accruing to other parties, said improvements may be eligible for reimbursement. Town agrees to use its best efforts to maximize the opportunity for, and amounts of reimbursement payable to Owner, in connection with the development of any other property connecting to or otherwise making use of any such improvements. The Town agrees to coordinate the execution and delivery of necessary reimbursement agreements among the Town, the Owner, and the Owner/Developer of any other such property in order to obtain such reimbursement for Owner.

17. **Limitation on Fee Impositions by the Town.** The Town agrees that the Property shall be subject to typical development fees similar to those that are imposed on other comparable developments in the Town pursuant to the Town's regulations and ordinances. Owner acknowledges that the Town has adopted "Impact Fees" that will apply to this development.

18. **Conformity with Laws.** Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with all applicable laws and ordinances and that Owner shall comply with all Town ordinances, resolutions and regulations including, without limitation, ordinances, resolutions, and regulations pertaining to

annexation, subdivision, zoning, storm drainage, utilities, access to Town streets, and flood control.

19. **Disconnection.** No right or remedy of disconnection of the Property from the Town shall accrue from this Agreement other than that provided by applicable state laws. In the event the Property or any portion thereof is disconnected at Owner's request, Johnstown shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

20. **Owners' Association/Covenants.** Owner may organize a unit owners' association or associations if appropriate for given parcels and/or unit types with the development of the Property. If so, Owner shall form the association(s) pursuant to the Colorado Common Interest Ownership Act ("Act"). C.R.S., Section 38-33.3-101, et seq. The Owner shall also execute and record covenants and instruments of conveyance which comply with the Act and which adequately provide for continuous ownership, operation, maintenance, repair and replacement of common elements of the development including, but not limited to, any private roads, private common areas, and private facilities. At least thirty (30) days prior to recording any covenants or instruments of conveyance to the association(s), Owner shall provide such documents to the Town Attorney for review and comment.

21. **Special District Inclusion/Exclusion.** Within thirty (30) days after written request by the Town, Owner shall apply for inclusion of the Property within one or more special districts serving the Town and the Town may request Owner to petition to exclude the property from another special district. If Owner is in a fire protection district other than the Johnstown Fire Protection District, Owner shall petition out of the other fire district and into the Johnstown Fire Protection District. Owner/Developer, at some point in time, will be required by the Town to petition out of the Little Thompson Water District at the request of the Town of Johnstown and may be required to comply with any requirements of an Agreement between the Town of Johnstown and Little Thompson Water District including any expenses to meet those requirements. All costs, expenses, attorney fees, and judgments of exclusion of the property from any special district shall be borne by Owner/Developer.

22. **Future Cooperation.** The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement and will execute such additional documents as necessary to effectuate the same.

23. **No Joint Venture or Partnership/No Assumption of Liability.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Town and Owner or between the Town and any one or more of the individual owners that may exist and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise, nor does it constitute any party hereto as any agent of another party hereto for any purpose whatsoever. Except as specifically otherwise

provided in this Agreement, no party shall in any way assume any of the liability of any other party for any act or obligations of the other party.

24. **Failure to Annex.** This Agreement shall be null and void if the Town fails to approve the annexation of the Property.

25. **No Warranties by the Town.** The Town is entering into this Agreement in good faith and with the present intention, on the part of the present Town Council, that this Agreement will be complied with. However, because some of the provisions of this Agreement may involve areas of legal uncertainty, the Town makes no representation as to the validity or enforceability of this Agreement and no such warranty is made on the part of the Town.

26. (a) **Breach by Owner; Town's Remedies.** In the event of a default or breach by the Owner of any term, condition, covenant, or obligation under this Agreement, the Town may take such action as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders, and to protect the citizens of the Town from hardship. The Town's remedies include:

(I) The refusal to issue to the Owner any development permit, building permit, or certificate of occupancy. This remedy shall not affect sales to bona fide purchasers nor be applied to bona fide homebuyers;

(II) A demand that the security given for the completion of the public improvements be paid or honored;

(III) The refusal to consider further development plans within the Property; and/or

(IV) Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents, the Town shall provide the Owner ten (10) days' written notice of its intent to take any action under this Paragraph during which ten-day period the Owner may cure the breach described in said notice and prevent further action by the Town.

(b) **Breach by Town.** Parties agree that in the event of a breach by Town, Owner will have the right to seek all remedies provided by law.

27. **Attorney's Fees.** If any party breaches this Agreement, the breaching party shall pay the non-breaching party's reasonable costs and attorney's fees incurred in the enforcement of the terms and conditions of this Agreement. Should litigation occur by suit of a third party, Owners shall reimburse Town for Town's attorney's fees, court costs, and witness fees. Specifically, in the event that any person, corporation, special district, municipal or county government, or any other entity asserts any claim against the Town, its officials, or employees

pursuant to the provisions of the Colorado Municipal Annexation Act, C.R.S., Section 31-12-101, et seq., Owner agrees to reimburse the Town all reasonable costs and attorney's fees incurred by the Town in defense of such claims whether or not such defense is successful; provided, however, that nothing herein shall be interpreted as permitting the Owner to act or participate in any manner whatsoever in the defense of such claims, including, but not limited to, selection of legal counsel or settlement of claims. Owner acknowledges and understands that the Town may, at its sole discretion, voluntarily elect not to defend against such an action and may consent to and permit the entry by the court of an order voiding the annexation or reach another means of settlement of claims. In such an event, Owner shall also reimburse to the Town any costs or attorney's fees assessed against the Town by the court, if any.

28. *General Provisions.* Town shall

(a) Cause its staff to timely and promptly approve or disapprove written submittal by Owner of any plans, specifications, drawings, details or other pertinent data required in connection with any water line, sanitary sewer line, storm drainage, or other utility serving the Property or any improvements within any dedicated right-of-way on the Property. Any disapproval shall set forth the items disapproved together with the reasons for such disapproval.

(b) Use its best efforts in securing, at Owner's expense, construction and maintenance agreements from governmental or private entities other than the Town which is necessary to allow Owner to fulfill its obligations under this Agreement and to develop the Property in a timely manner.

(c) Cooperate with Owner with any filing, applications, approvals, or other administrative procedures with governmental entities other than the Town which is necessary to allow Owner to fulfill its obligations under this Agreement and to develop the Property in a timely manner.

(d) Not unreasonably withhold its consent or approval when any consent or approval is required.

Owner shall notify the Town of assignments and the name, address and telephone number of the assignee and give Notice as provided in paragraph 32 herein. Upon the sale or other transfer of any portion of the Property, the transferor of such portion shall be released from all liability and obligation under this Agreement relating to such portion and all such liabilities and obligations shall be assumed by the transferee (unless the transferee is a purchaser of a residential dwelling unit or a governmental entity).

Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing codes, ordinances or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee which is of uniform or general application.

inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee which is of uniform or general application.

29. **Special Provisions: Vested Rights.** In recognition of the land size of the development contemplated under this annexation, the substantial investment and time required to complete the development of the project, the phased development of the project and the possible impact of economic cycles and varying market conditions during the course of the development, the Owner and the Town agree that the vested property rights established under this Agreement shall commence on the effective date of the annexation and shall continue for a period of twenty-five (25) years (the "Vesting Period") "Vested rights" shall apply only to zoning and land use approvals once those approvals have been made in accordance with the concepts shown in paragraph 6 above. After the expiration of the Vesting Period, such vested rights shall be deemed terminated and of no further force or effect; provided, however, that such termination shall not affect (a) the annexation of the Property to the Town; (b) any common-law vested rights obtained prior to such termination; or (c) any right arising from Town permits, approvals or other entitlements for the Property or the project which were granted or approved concurrently with or subsequently to the approval of the annexation."

30. **Notice.** All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile transmission or registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices by hand-delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmission/receipt, provided a hard copy is mailed the same date. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice to be given, may change the address to which future notices shall be sent.

Notice to Town:	Town of Johnstown ATTN: Roy Lauricello, Town Manager 450 S. Parish Ave. P. O. Box 609 Johnstown, CO 80534 Facsimile Number: 970-587-0141
With copy to:	R. Russell Anson Town Attorney P. O. Box 336155 Greeley, CO 80633 Facsimile Number: 970-356-3835
Notice to Owner:	MREC Colorado Land Investments, LLC ATTN: Chad Ellington 4908 Tower Road Denver, CO 80249

With copy to:

Berenbaum Weinshienk, PC
ATTN: Charles P. Leder
370 Seventeenth Street, Suite 4800
Denver, CO 80202-5698

31. **Election.** Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to C.R.S., Section 31-12-112, as amended, to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns one hundred percent (100%) of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions.

32. **Cost Reimbursement to Town:** Developer shall reimburse Town for professional consultants such as engineers, testing companies, planners, and attorneys necessitated by processing and completion of this development.

33. **No Third Party Rights.** This Agreement is made solely for the benefit of the parties hereto and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

34. **Governing Law.** The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Larimer County, Colorado.

35. **Headings.** The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

36. **No Repeal of Laws.** Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the Town's ordinances or resolutions, or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the Town and its inhabitants, nor shall this Agreement prohibit the enactment or increase by the Town of any tax or fee.

37. **Amendments to Law.** As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any Town ordinances, resolution, regulations, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, regulations, or policy, and the parties agree such amendments or revision shall be binding upon Owner.

38. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all the heirs, transferees, successors, and assigns hereof, and shall constitute covenants running

with the land. This Agreement shall be recorded with the County Clerk and Recorder of Larimer County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

39. **Entire Agreement.** This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties, except as that provided in the Cost Agreement and Funds Deposit Agreement filed with the Town Clerk.

40. **Amendment.** This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be recorded with the County Clerk and Recorder of Larimer County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property and/or Water Rights subject to the amendment unless otherwise specified in the amendment.

41. **Severability.** The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado or any federal law, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

**TOWN OF JOHNSTOWN, COLORADO,
A MUNICIPAL CORPORATION**

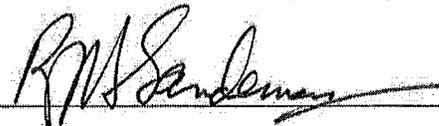
By: _____
Mayor

ATTEST:

By: _____
Town Clerk

LANDOWNER:

MREC Colorado Land Investments, LLC

By:  _____

Robert J. Sandeman
Executive Vice President

RESOLUTION

No. 2014-01

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2014-01

FINDINGS OF FACT AND CONCLUSIONS BASED THEREON WITH RESPECT TO THE DAILY AND ROBBINS ANNEXATION.

BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, as follows:

The Town Council hereby sets forth its findings of fact and conclusions with respect to the annexation of Daily and Robbins based on the evidence contained in the official file, the official records of the Town of Johnstown, Colorado and the evidence produced at the hearing held on January 22, 2014.

FINDINGS OF FACT

1. The requirements of the applicable parts of C.R.S. 31-12-104 and C.R.S. 31-12-105, have been met including the following:
 - A. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with Town as shown on the annexation map.
 - B. A community of interest exists between the area proposed to be annexed and the Town, due to the proximity of the area to the Town, the desires of the owners to annex, the fact that it is within the Johnstown Comprehensive Planning Area and within the area served by the Low Point Wastewater Treatment Plant.
 - C. The area will be urbanized in the near future and the area is capable of being fully integrated with the Town.
 - D. Although less than fifty (50%) percent of the adult residents of the area proposed to be annexed make use of Town facilities, the land owners of the area proposed for annexation, although presently agricultural, plan to convert the land to commercial uses in less than five (5) years, and urban services, which are currently being provided to other citizens of the Town of Johnstown, can be provided to citizens of the proposed annexed area on the same terms and conditions as the services are made available to other citizens. The Town can provide water service and the Town's sewer system can be extended to the property annexed with the same standards as the current sewer system serving other citizens. Police and other municipal services can be provided as well.
 - E. No land held in identical ownership has been divided into separate parts. No land with a valuation of over \$200,000 has been included without written consent. No annexation proceedings concerning this area have been commenced by any other municipality.
 - F. This annexation will not result in any detachment of area from any School District.
 - G. No part of the area to be annexed extends any more than three (3) miles from the existing Town boundaries. The Town has in place a plan for that area as required by C.R.S. 31-1-105.

- H. The entire widths of any streets to be annexed are included within the annexation.
2. No petition for annexation election has been submitted and an election is not required pursuant to C.R.S. 31-12-107(2). An annexation agreement has been submitted.
 3. The Town Council has determined that additional terms and conditions will not be imposed.
 4. The Petition was signed by the owners of 100% of the property to be annexed exclusive of streets and alleys.
 5. Proper notice of this hearing has been given as required by C.R.S. 31-12-108.
 6. An Annexation Impact Report has been prepared and submitted to the Larimer County Commissioners and County Attorney as required by C.R.S. 31-12-108.5.

CONCLUSIONS

1. The area proposed for annexation is eligible for annexation pursuant to applicable parts of C.R.S. 31-12-104.
2. None of the limitations of C.R.S.31-12-105 apply to restrict annexation.
3. Said Daily and Robbins annexation may be annexed by Ordinance pursuant to C.R.S. 31-12-111, without election under Section 31-12-107 (2).

ADOPTED this __ day of _____, 2014, by the Johnstown Town Council.

TOWN OF JOHNSTOWN, COLORADO

BY: _____
Mark Romanowski, Mayor

ATTEST:

BY: _____
Diana, Seele, Town Clerk

ORDINANCE

No. 2014-130

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2014-130

ANNEXING CERTAIN UNINCORPORATED LANDS LOCATED IN A PORTION OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION TWENTY TWO (22), AND A PORTION OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO KNOWN AS THE DAILY AND ROBBINS ANNEXATION, AND CONTAINING APPROXIMATELY FIFTY FOUR AND EIGHT TENTHS (54.8±) ACRES

WHEREAS, by Resolution No. 2014-01, the Town Council of the Town of Johnstown, Colorado has found a petition for annexation of a certain parcel of land, as described in the attached DESCRIPTION hereto, to be in substantial compliance with C.R.S. 31-12-107(1); and

WHEREAS, after notice pursuant to C.R.S. 31-12-108, the Town Council has held a public hearing on the proposed annexation to determine if the annexation complies with C.R.S. 31-12-104 and 105; and

WHEREAS, the Town Council has determined that the requirements of C.R.S. 31-12-104 and 105 have been met, that an election is not required, and that no additional terms or conditions are to be imposed on the annexed area.

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

Section 1. The annexation of the unincorporated area in the County of Larimer, State of Colorado, described in the **DESCRIPTION** attached hereto, and incorporated herein, to the Town of Johnstown, Colorado be and the same is hereby approved and said unincorporated area is hereby incorporated and made a part of the Town of Johnstown, Colorado.

Section 2. That the annexation of such unincorporated area to the Town of Johnstown, Colorado shall be complete and effective on the effective date of this ordinance, except for the purpose of general property taxes, and shall be effective as to general property taxes on and after the first day of **January 2015**.

Section 3. That within thirty (30) days of the effective date of this ordinance the Town Clerk be and is hereby authorized and directed to:

- A. File one copy of the annexation map with the original of the annexation ordinance in the office of the Town Clerk
- B. File two certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the Larimer County Clerk and Recorder.

Section 4. This Ordinance shall take effect as provided by State law.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2014.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2014.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

ORDINANCE

No. 2014-131

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2014-131

APPROVAL OF PLANNED UNIT DEVELOPMENT RESIDENTIAL (PUD-R), ZONING OF THE PROPERTY KNOWN AS DAILY AND ROBBINS ANNEXATION LOCATED IN A PORTION OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION TWENTY TWO (22) AND A PORTION OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, AND CONTAINING APPROXIMATELY FIFTY FOUR AND EIGHT TENTHS (54.8±) ACRES

WHEREAS, the property owners of the parcel of land, known as the Daily and Robbins Annexation have applied for zoning of their property in conjunction with annexation; and

WHEREAS, the Town Council of the Town of Johnstown approved annexation of said parcel; and

WHEREAS, pursuant to state law, the Town Council upon annexation must zone the property within ninety (90) days; and

WHEREAS, The Town Planning Commission had a hearing and recommended approval of the Zoning Application to place (PUD-R) on the property; and

WHEREAS, the Town Council of the Town of Johnstown on January 22, 2014, held a hearing to determine appropriate zoning for the property and based upon the evidence received at the hearing, finds that the requested zoning of the subject property to (PUD-R) conforms to the Town's Comprehensive Plan.

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

1. Zoning of the property known as the Daily and Robbins Annexation and more particularly described on the attached Exhibit "A" shall hereby be designated as (PUD-R).
2. The Town Clerk is hereby directed to file this ordinance with the real estate records of the Larimer County Clerk and Recorder and publish this ordinance as required by state law.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2014.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2014

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

**PLANNING AND ZONING
COMMISSION**

SUMMARY MINUTES

**SUMMARY MINUTES
PLANNING & ZONING COMMISSION
WEDNESDAY, JULY 24, 2013
COUNCIL CHAMBERS
450 S. PARISH AVE.**

1. **CALL TO ORDER:** *Chair Longdo opened the meeting at 7:00 p.m.*
2. **ROLL CALL:** *Present were Commissioners Tepper, Eady Longdo, Dowling and Terasa. Absent were Commissioners Montez and Kingsolver*
3. **PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA:** *None*
4. **PUBLIC HEARINGS:**

* **A. Daily and Robbins Annexations with PUD-R Zoning - MREC Colorado Land Investments, LLC:**

Chair Longdo opened the public hearing at 7:05 p.m. Town Planner Franklin introduced the request and presented the staff recommendation. Layla Rosales of Terracina Design presented the request and answered questions.

Commissioner questions:

- *What about access, esp. fire access to the Daily parcel? (Subdivision will need to have two access points – will be looking possibly a third access at time of preliminary plat)*

Public Comment:

- *David Galls – Access for Robbins? (Likely from north and east/south)*
- *Eric Weideman, 5043 Silverwood lane – Will Oakwood Homes build east then south or? (Likely build to the south first)*
- *Ione Henderson 3564 Maplewood Lane – Concerned about Daily property access and added traffic through neighborhood, especially her street.(subdivision will require traffic study and adequate access points)*
-

Chair Longdo closed the public hearing at 7:17p.m. and invited discussion and a motion.

Motion by Terasa, second by Dowling to recommend approval of the I move to that the Commission recommend approval of the Daily and Robbins Annexations with PUD-R zoning with the condition that an Annexation Agreement is to be prepared by the Town Attorney and signed by the Owner for Town Council consideration with the annexation and zoning request. Unanimous.

5. NEW BUSINESS:

A. Approval of Minutes of June 26, 2013: *Motion by Dowling second by Terasa to approve as presented. Unanimous*

B. Referrals: (None to date)

C. Draft Intergovernmental Agreement between Johnstown and Loveland - land use in overlapping planning areas. *Town Planner Franklin described the process to achieve this draft IGA, and highlighted the agreement provisions. Motion by Dowling second by Terasa to recommend Council approve the IGA.*

Unanimous.

D. ADA Self Evaluation: *Town Planner Franklin reviewed the schedule for preparation of the study.*

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

A. Recent Town Council Actions (Attachment)

B. Applications in Review (Attachment)

C. Project and Program Updates:

7. COMMISSIONERS' ITEMS:

8. ADJOURN: Chair Longdo adjourned the meeting at 8:10 p.m.

Prepared by John Franklin, Town Planner, as Secretary to the Commission

**STAFF REPORT
TO
PLANNING AND ZONING
COMMISSION**

MEMORANDUM

TO: Johnstown Planning and Zoning Commission
FROM: John Franklin, AICP, Town Planner 
DATE: For April 10, 2013
SUBJECT: Daily and Robbins Annexations and PUD-R Zoning

PROPERTY DATA:

Applicant: Oakwood Homes

Owner(s): MREC Colorado Land Investments, LLC

Location: Larimer County, west of County Road 3 and north of County Road 18

Property Size: Daily - 39.5 ± acres; Robbins 15.3 ± acres

Current Zoning/Land Use(s): Larimer County FA/Agriculture

Surrounding Zoning/Land Uses:

North: PUD-MU/Thompson River Ranch residential; low density residential

South: CR 18, FA/Agricultural and low density residential

East: FA/Agriculture and low density residential

West: FA/Agriculture and low density residential

Comprehensive Plan Designation: Residential

General:

Oakwood Homes, developer of Thompson River Ranch anticipates expansion of their residential development to the east, and to the south. The two properties adjoin the existing Thompson River Ranch PUD.

Summary:

General Description:

Existing Land Use: The properties are in agricultural use with single family dwelling.

Proposed Land Uses: The intent of the owner is to develop the property as single family residential, park and open space.

Access, Traffic and Parking: Proposed site access for the Daily parcel is to Silverwood Drive, a local street in Thompson River Ranch. The Robbins parcel will have collector street access to CR18, an improved, two-lane interim arterial street.

Water and Sanitary Sewer: The properties are in the Low Point Wastewater Treatment Plant service area. The nearest water mains are within the Thompson River Ranch development, and the 20" Town main which extends north in CR 3E.

Stormwater and floodplain: Storm water runoff from the development will need to be managed through on-site detention and released at historic rate to drainage ways

leading to the Big Thompson River, in accordance with Town requirements. The properties are not flood-prone.

Park and Open Space: The residential development as proposed would require park and open space amenities, managed by a private association or district. Privately owned and maintained landscaped open space will conform to Town standards.

Schools: An elementary school site is proposed in future phase of Thompson River Ranch, east of Filing No. 1.

Mineral Interests: There no existing wells or related collection lines on the properties. There may or may not be severed mineral interests on the properties.

Attachments: Petition, Annexation Map, Outline Development Plan.

Municipal Code Review Provisions: Annexation is governed by state statutes and Municipal Code.

Technical Analysis: The annexations have at least one-sixth boundary contiguity to the Town limits. The properties are located within the Johnstown Comprehensive Planning Area and designated for residential uses.

The property can be urbanized and developed in the very near future. Town water and sanitary sewer is available to serve the property.

Staff Recommendation: Based upon the above, staff recommends approval of the Daily and Robbins Annexations with PUD-R zoning, with one condition:

1. An Annexation Agreement is to be prepared by the Town Attorney and signed by the Owner for Town Council consideration with the annexation and zoning request.

Planning Commission Actions:

1. If the Commission desires to recommend approval:
"I move to that the Commission recommend approval of the Daily and Robbins Annexations with PUD-R zoning."
Or,
2. If the Commission desires to recommend approval with conditions
"I move that the Commission recommend approval of the Daily and Robbins Annexations with PUD-R zoning with the following condition(s):
a. _____
b. _____
Etc. "
Or,
3. If the Commission desires to recommend denial:
"I move that the Commission recommend denial of the Daily and Robbins Annexations with PUD-R zoning for the following reasons:
a. _____
b. _____

Etc."

VICINITY MAP

Vicinity Map



PETITION

Town of

Johnstown

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

COMMUNITY DEVELOPMENT APPLICATION

Date: April 15, 2013

Project Name: Daily Annexation

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

Landowner: MREC Colorado Land Investments, LLC

Address: 4908 Tower Road; Denver, CO 80249

Telephone: (303) 486-8500

Authorized Representative: Chad Ellington

Address: 4908 Tower Road; Denver, CO 8049

Telephone: (303) 486-8567; E-Mail: CEllington@Oakwoodhomesco.com

Landowner Authorization:

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

Robert J. Sanderman
Signature of Landowner

Signature of Landowner

STATE OF COLORADO)
)ss
COUNTY OF Denver)

The foregoing application was subscribed and sworn to before me this 29th day of April, A.D., 2013, by Robert J. Sanderman.

Witness my hand and official seal.

My commission expires: 6/17/2016

Karen L. Wilborn
Notary Public



PETITION FOR ANNEXATION

To the Town of Johnstown

The undersigned, in accordance with Article 12, Chapter 31, CRS, as amended, hereby petition the Town Board of Trustees of the Town of Johnstown, Colorado, for annexation to the Town of Johnstown the unincorporated territory more particularly described below, currently known as Robbins and Daily Annexations, and in support of said Petition, your petitioners allege that:

- (1) It is desirable and necessary that the following described territory be annexed to the Town of Johnstown, Colorado:

See Exhibit A attached hereto and made a part hereof.

- (2) Not less than one-sixth (1/6) of the perimeter of that area proposed to be annexed is contiguous with the Town of Johnstown, Colorado.
- (3) A community of interest exists between the territory proposed to be annexed and the Town of Johnstown, Colorado.
- (4) The territory proposed to be annexed is urban or will be urbanized in the near future;
- (5) The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Johnstown, Colorado;
- (6) The signatures of the Petition comprise one hundred percent (100%) of the landowners of the territory to be included in the area proposed to be annexed and said landowners attesting to the facts and agreeing to the conditions herein contained will negate the necessity of any annexation election;
- (7) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
- (a) Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way;
- (b) Comprising twenty (20) acres or more and which, together with the building and improvements situated thereon has an assessed value in excess of Two Hundred Thousand Dollars (\$200,000.00) for ad valorem tax purposes to be annexed without the written consent of the landowner or landowners.

- (8) No part of the area proposed to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will take place;
- (9) The area proposed to be annexed comprises more than ten acres and an impact report as provided in Section 31-12-105.5, CRS, as amended, is required.
- (10) The area proposed to be annexed is located within Weld County, School District RE-57, Northern Colorado Water Conservancy District, Little Thompson Water District, Johnstown Fire Protection District, Aims Junior College District, and Weld County Library District, and no others;
- (11) The mailing address of each signer, the legal description of the land owned by each signer and the date of signing of each signature are all shown on this Petition;
- (12) Accompanying this Petition are five (5) prints of the area proposed to be following information:
 - (a) A written legal description of the boundaries of the area proposed to be annexed;
 - (b) A map showing the boundary of the area proposed to be annexed, such map prepared and containing the seal of a registered engineer or land surveyor;
 - (c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land, and if part or all of the area is to be platted at the time of the effectiveness of the annexation (as opposed to after such effectiveness), then the boundaries and the plat number of plots or of lots and blocks are shown;
 - (d) Next to the boundary of the area proposed to be annexed is drawn the contiguous boundary of the Town of Johnstown, and the contiguous boundary of any other municipality abutting the area proposed to be annexed;
 - (e) The dimensions of the contiguous boundaries are shown on the map.
 - (f) A proposed drainage plan and a proposed utilities plan.
- (13) The territory to be annexed is not presently a part of any incorporated city, city and county, or town;

- (14) The undersigned agree to the following conditions, which shall be covenants running with the land, and which shall, at the option of the Town, appear on the annexation map:
- (a) Water rights shall be provided as mutually agreed to by the Town and the undersigned; The undersigned specifically agree that they have not sold or transferred any water rights appurtenant to their property within the past year nor will they do so during the pendency of this annexation petition and once annexed to the Town of Johnstown, they will not sell or transfer any water rights appurtenant to the subject property without the prior written approval of the Johnstown Board of Trustees.
 - (b) The owners shall participate in providing drainage plan and improvements and payment of a unit drainage fee as may be required by the Town the area;
 - (c) The undersigned hereby waive any and all "vested rights" previously created pursuant to Section 24-68-103, CRS, as amended.
 - (d) The undersigned and the Town may enter into an Annexation Agreement prior to the effective date of this annexation, which agreement shall be additional conditions as effectively as if set forth in this Petition.

(15) Petitioner represents that: (Check one)

No part of the property to be annexed is included within any site specific development plan approved by (Larimer/Weld County, Colorado).

A site specific development plan has been approved by (Larimer/Weld) County, Colorado, which has created a vested right.

(16) Submitted with this Petition is the required \$100.00 for publication costs.

EXECUTED this 29th day of April, 2013.

MREC COLORADO LAND INVESTMENTS, LLC
 By: *Robert J. Sanderman*
 Name: Robert J. Sanderman
 Executive Vice President
 Title: 4908 Tower Rd. Denver, CO 80249
 Name of Annexation: Daily & Robbins Annexation

STATE OF COLORADO)
)ss
COUNTY OF Denver)

Subscribed and sworn to before me this 29th day of April,
2013 by Robert J. Sanderman as EVP of
MREC Colorado Land Investments LLC on behalf of
_____.

WITNESS my hand and official seal.

My commission expires: 6/17/2013

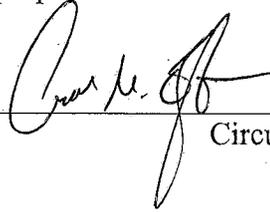


Karen L. Wilborn
Notary Public

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Johnstown, Colorado, consisting of _____ pages, including this page and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.



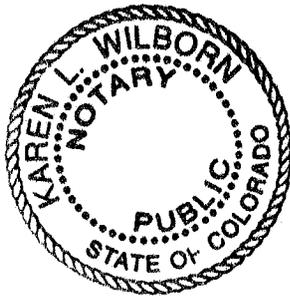
Circulator

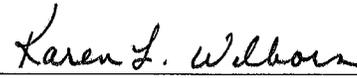
STATE OF COLORADO)
)ss
COUNTY OF Denver)

The foregoing Affidavit of Circulator was subscribed and sworn to before me this 29th day of April, A.D., 2013, by Chad Ellington.

Witness my hand and official seal.

My commission expires: 6/17/2016





Notary Public

ANNEXATION

IMPACT REPORT

ANNEXATION IMPACT REPORT

Daily Annexation

1. A statement setting forth the plans of the municipality for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;

"The Town of Johnstown has adopted general master plans for the extension of water lines and appurtenant facilities, sanitary sewer mains and treatment facilities, stormwater facilities, road maintenance, police protection, parks and recreation and library services to the area proposed for annexation, which is within the Johnstown Planning Area as described on Exhibit A."

2. A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

"Johnstown plans to finance extension of the above mentioned municipal services to the area proposed for annexation through a variety of means, including subdivision improvement requirements, impact fees capital improvement programs, and arrangements with special districts."

3. A statement identifying existing tax districts within the area to be annexed;

The property is located in Tax District 2001.

4. A statement on the effect of annexation upon local public school district systems, including the estimated number of students generated and the capital construction required to educate such students.

The Thompson River School District will provide additional student capacity information with the response to the referral of this application. We will work with the school district to accommodate the needs of the students generated with this annexation.

5. A map (or maps) of the municipality and adjacent territory to show the following information:
 - a. The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;
 - b. The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation (from Town master plans)
 - c. The existing and proposed land use pattern in the areas to be annexed (Outline Development Plan);

"See Attached Exhibit(s)"

DAILY & ROBBINS ANNEXATION
UTILITY and DRAINAGE CONCEPTUAL DESIGN

INTRODUCTION

The subject properties proposed for annexation to the Town of Johnstown are known as the Daily and Robbins parcels. The Daily parcel is approximately 40 acres and situated adjacent and south of the existing Thompson River Ranch Development. The Robbins parcel is approximately 14 acres and situated adjacent and north of Colorado State Highway 402 near the intersection of Larimer County Road 3E. Both of these properties are contiguous to current Johnstown town limits, however, the parcels themselves are not adjacent to one another.

UTILITY CONCEPT

DAILY PROPERTY

Conceptual land planning indicates the Daily parcel will be provided with two street connections to Thompson River Ranch located north of the subject property. These two connections will be aligned with Ridgewood Drive and Maplewood Lane. These two connections provide a utility corridor.

An existing sanitary sewer main is located within Silverwood Drive. A future residential development on the Daily parcel will include an 8" sanitary sewer network with connections to the existing Silverwood Drive sanitary sewer main at both street connections. Manholes will be required at both connection points. The proposed sanitary sewer network within the Daily parcel will be a gravity system without a need for a lift station based on known topographic data and conceptual design. Design within the subject parcel will conform to current written Town of Johnstown standards for sanitary sewer collection systems.

An existing water main is located in Silverwood Drive. A future residential development within the Daily parcel will include an 8" water main network with connections to the existing Silverwood Drive water main at both street connections. These two connections will provide a looped system within the proposed subdivision. In addition, these two connections will either require that a new tee be installed or removal of an existing tee and installation of a cross. Design within the subject parcel will conform to current written Town of Johnstown standards for water main distribution systems.

ROBBINS PROPERTY

Conceptual land planning indicates the Robbins parcel will be provided with two street connections. One of these is planned for the east side and one is planned for the north edge. Both of these street connections are aligned with proposed streets shown on the preliminary Thompson River Ranch Master Plan completed several years ago. Both of these connections also provide utility corridors for both proposed and future sanitary and domestic water networks that were conceptually planned for Thompson River Ranch.

Sanitary sewer connection may be provided to the northwest or to the northeast. There is an existing trunk main serving Johnson's Corner located approximately 1,200 lineal feet to the west from the subject parcel. Due to topography, the route would need to be in a northwesterly direction. In addition, easements would need to be acquired. There is also an existing trunk main located approximately 4,000 lineal feet to



the north. The route would be in a northeasterly direction to allow the main to follow the preliminary route of proposed sewer mains as shown in the Thompson River Ranch preliminary design plans. A future residential development on the Robbins parcel will include an 8" sanitary sewer network with connections to offsite mains as noted. Manholes will be required at connection points. The proposed sanitary sewer network within the Robbins parcel will be a gravity system without a need for a lift station based on known topographic data and conceptual design. Design within the subject parcel will conform to current written Town of Johnstown standards for sanitary sewer collection systems.

An existing 20 inch water transmission main is located along the easterly boundary of the Robbins parcel. This 20 inch main also abuts the north boundary of the subject parcel for approximately 200 lineal feet at the northeast corner. A future residential development within the Robbins parcel will include an 8" water main network with connection to the existing 20 inch water main at two locations. One of these connections will be located on the east side within the proposed street. The second connection will be located within an easement at the northeast corner of the subject parcel. These two connections will provide a looped system within the proposed subdivision. Design within the subject parcel will conform to current written Town of Johnstown standards for water main distribution systems.

DRAINAGE CONCEPT

DAILY PROPERTY

The existing topography generally slopes from the southwest corner to the northeast corner at an approximate grade of 2.5%. Existing storm drainage will pond slightly at the northeast corner before continuing to the east towards the Gard Lateral located approximately 2,000 lineal feet east. A Gard Lateral Major Drainage Study was completed several years ago with the development of Thompson River Ranch. The Daily parcel falls within the area tributary to the Gard Lateral.

Development of the Daily parcel will include surface and subsurface storm drainage conveyance elements directing flow to the northeast corner. Detention and water quality ponds will be located at the northeast corner of the subject property. The Gard Lateral Major Drainage Study indicates the Town of Johnstown would like to detain developed runoff and release it at the 100-year historic rate. However, the Drainage Study recommended that developed flow be detained and released at the 2-year historic rate. The actual release rate will be determined with Town of Johnstown at time of proposed development.

Detained release from the pond will be conveyed by surface or subsurface method along the south edge of the existing Thompson River Ranch development. An easement may be required along the north boundary of the parcel(s) adjacent and east of the Daily parcel. If deemed necessary at time of proposed development, the developer will coordinate with the appropriate land owners.

ROBBINS PROPERTY

The existing topography indicates a drainage way flowing from the south to the north located towards the easterly boundary of the subject parcel. The topography on the west side of the drainage way flows from west to east at an approximate grade of 3.2%. The topography east of this drainage way flows westerly at an approximate grade of 5.0%. The drainage way itself flows northerly at approximately 3%.

The preliminary drainage design completed for the portion of Thompson River Ranch south of the Hillsborough Ditch in this area included a detention pond located approximately 2,000 lineal feet



northeast. The storm drainage from the Robbins parcel could be directed to this pond as well if design of Thompson River Ranch is completed concurrently with the Robbins parcel.

An alternative solution for either an ultimate or interim design for the Robbins parcel could include a detention pond located at the north boundary of the subject parcel within the existing drainage way. A release rate from this pond would need to be determined at time of proposed development design. Release from a detention pond in this location would be released on the surface within the existing drainage way.

Development of the Robbins parcel will include surface and subsurface storm drainage conveyance elements directing flow to the existing drainage way where flows will be detained on-site or off-site per described detention alternatives.

CONCLUSION

Development of the Daily and Robbins parcels is feasible from a utility and drainage design standpoint. Both properties will require off-site infrastructure design and construction. Acquisition of off-site easements may be necessary but need and location is not determined at this time. Preliminary and final design for proposed residential development within these two parcels will be prepared and submitted to the Town of Johnstown following approval and recordation of annexation to the Town at an undetermined schedule.





Wetwood
Wetwood Professional Services, Inc.
405 S. Grand Ave.
Denver, CO 80202
Tel: 303.441.4499
www.wetwoodpro.com

Project:	
Client:	
Design:	
Drawn:	
Checked:	
Reviewed:	
Scale:	
Date:	
Sheet:	

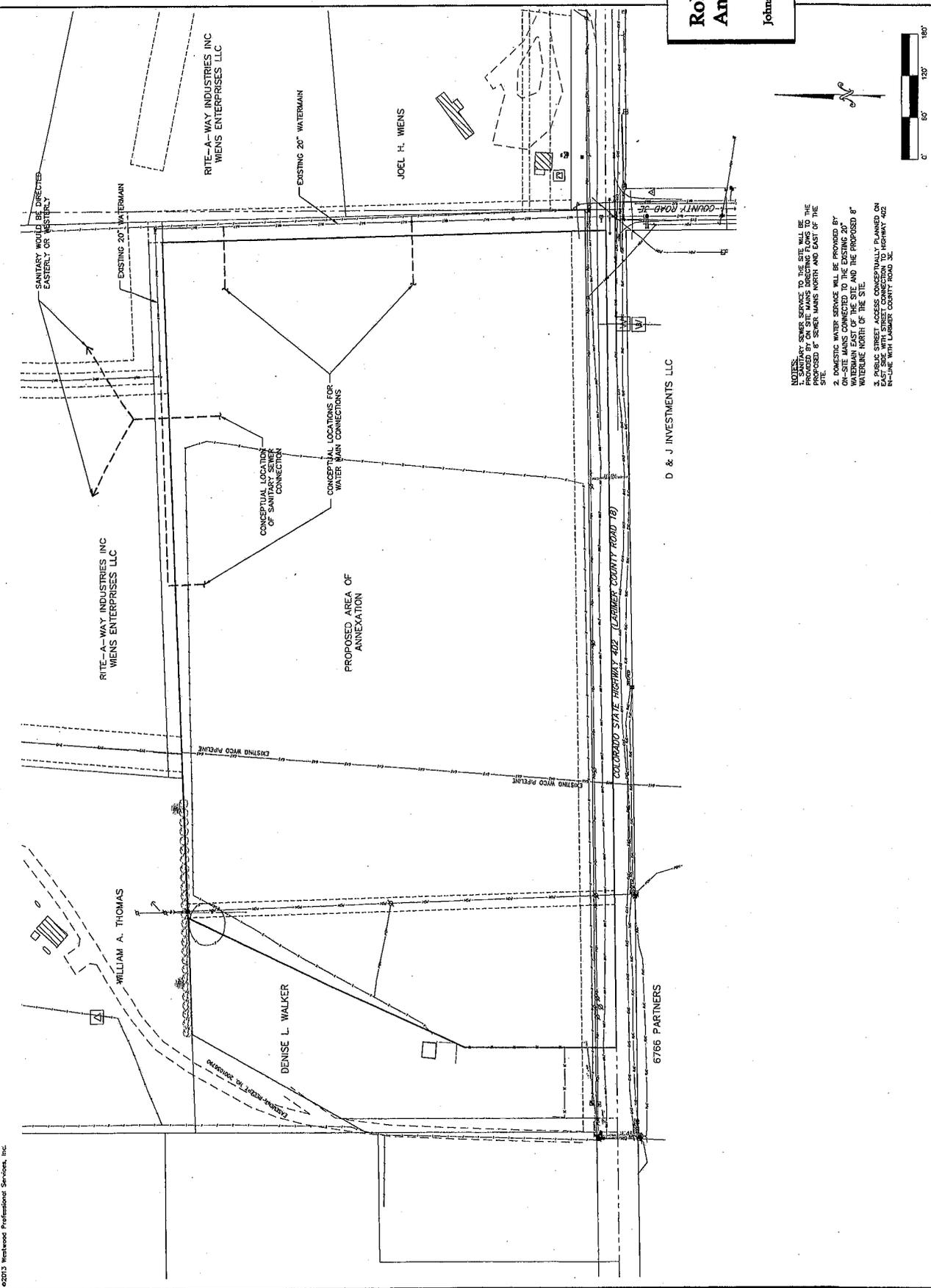
Prepared for:
**Oakwood
Homes LLC**

488 Tower Road
Denver, Colorado 80249

**Robbins
Annexation**
Johnstown, Colorado

Conceptual
Utility Plan

Date: 5/20/2013
Sheet: 3 of 4
www.wetwoodpro.com



- NOTES:
1. SANITARY SEWER SERVICE TO THE SITE WILL BE PROVIDED BY ON-SITE MANHOLES AND LATERALS. THE LATERALS WILL BE 8" DIAMETER AND 40' DEEP. THE MANHOLE WILL BE 48" DIAMETER AND 4' DEEP.
 2. DOMESTIC WATER SERVICE WILL BE PROVIDED BY ON-SITE MAINS CONNECTED TO THE EXISTING 8" WATERMAIN. THE MAINS WILL BE 1/2" DIAMETER AND 6" DEEP. THE MAINS WILL BE CONNECTED TO THE WATERMAIN NORTH OF THE SITE.
 3. SANITARY SEWER SERVICE WILL BE PROVIDED BY ON-SITE MAINS CONNECTED TO HIGHWAY 402. THE MAINS WILL BE 1/2" DIAMETER AND 6" DEEP. THE MAINS WILL BE CONNECTED TO HIGHWAY 402 IN-LINE WITH LARIMER COUNTY ROAD 3E.

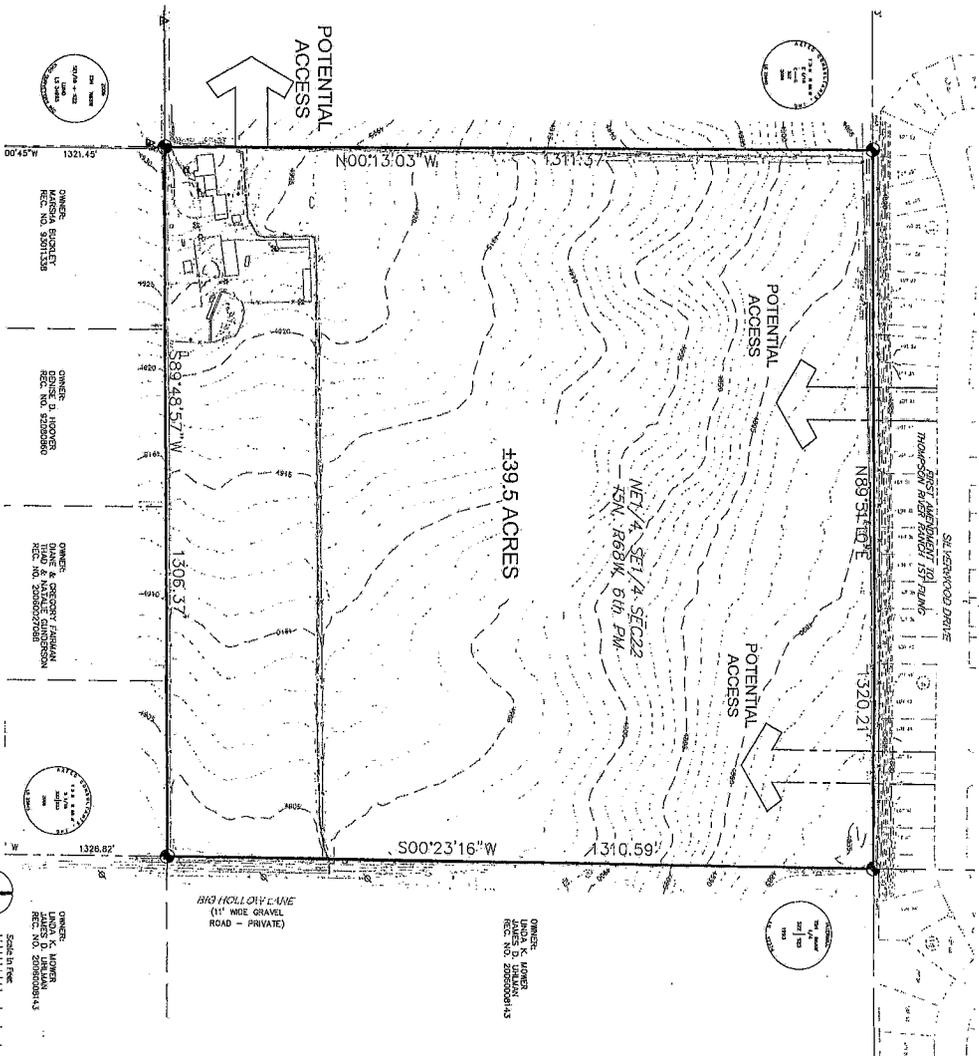
ANNEXATION

MAP

OUTLINE DEVELOPMENT PLAN

LAND USE SUMMARY
 GROSS LAND AREA: #39.5 ACRES
 PUD: #39.5 ACRES
 RIGHT OF WAY: 0 ACRES

OUTLINE DEVELOPMENT PLAN



VICINITY MAP



PROJECT DESCRIPTION

THE DAILY PROPERTY AND OUTLINE DEVELOPMENT PLAN IS A PLANNED UNIT DEVELOPMENT OF RESIDENTIAL SINGLE-FAMILY HOMES IN THE THOMPSON RIVER RANCH PUD, SECTION 22, TOWNSHIP 2 NORTH, RANGE 18 WEST OF THE 6TH PM, COUNTY OF LAWRENCE, STATE OF COLORADO. THE OUTLINE DEVELOPMENT PLAN PROPOSES TO ZONE THE PROPERTY TO PUD-MD WHICH IS CONSISTENT WITH THOMPSON RIVER RANCH. THE INTENT IS TO ADOPT THE THOMPSON RIVER RANCH PUD PERFORMANCE STANDARDS AND DESIGN GUIDELINES AS APPROVED BY THE TOWN. THE ALLOWED USES WITHIN THE THOMPSON RIVER RANCH PUD WILL BE APPLICABLE TO THE DAILY PROPERTY. ALL ROADS, UTILITIES, OPEN SPACE AND HERITAGE CALCULATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE.

LEGAL DESCRIPTION

THE HALF OF THE SE4 OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 18 WEST OF THE 6TH PM, COUNTY OF LAWRENCE, STATE OF COLORADO.

**DAILY PROPERTY
 OUTLINE DEVELOPMENT PLAN**

Scale:	1" = 100'
Date:	May 17, 2013
Project Date:	
Sheet:	1 of 1

PROJECT DESCRIPTION

THE ROBBIENS AMENATION AND OUTLINE DEVELOPMENT PLAN IS A PLANNED UNIT DEVELOPMENT OF APPROXIMATELY 15.3 ACRES LOCATED IN THE EAST 1/2 OF SECTION 23, TOWNSHIP 19N, RANGE 10E, COUNTY OF LABAREE, STATE OF COLORADO. THE PROPERTY IS BOUND BY THOMPSON ROAD TO THE WEST, COUNTY ROAD 18 TO THE SOUTH, AND BIG THOMPSON ROAD TO THE EAST.

UPON AMENATION TO THE TOWN OF JOHNSBURY, THE OUTLINE DEVELOPMENT PLAN PROPOSES TO ZONE THE PROPERTY TO RUD-MU WHICH IS CONSISTENT WITH THOMPSON RIVER RANCH. THE INTENT IS TO ADOPT THE GUIDELINES AS APPROVED BY THE TOWN.

THE ALLIANCE USES WITHIN THE THOMPSON RIVER RANCH RUD-MU WILL BE APPLICABLE TO THE ONLY AMENATION AVAILABLE TO THE PROPERTY. ALL ROADWAY LOCATIONS, OPEN SPACE AND AGEAGE CALCULATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE.

LEGAL DESCRIPTION

LOT 7, ROBBIENS MAJOR LAND DIVISION 805-5482, COUNTY OF LABAREE, STATE OF COLORADO.

LAND USE SUMMARY

GROSS LAND AREA: 15.3 ACRES
 PLD: 15.3 ACRES
 RIGHT OF WAY: 0 ACRES

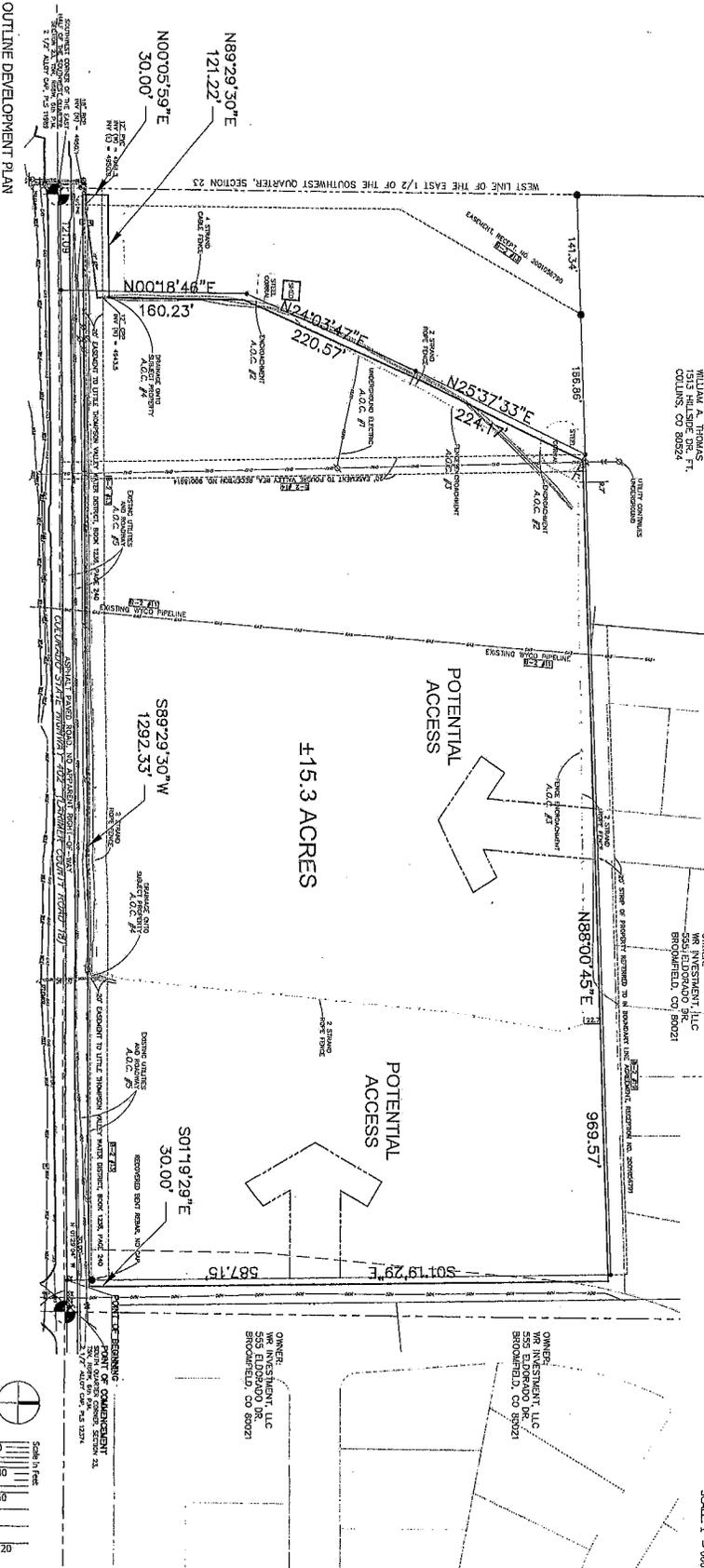
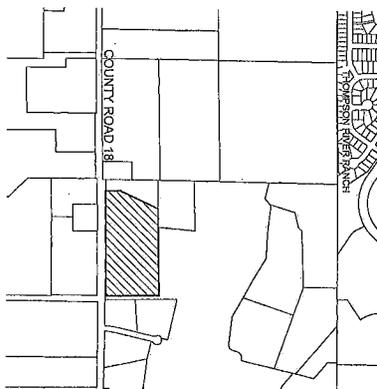
OWNER:
 WILLIAM A. THOMAS
 1000 W. 10TH ST.
 COULDS, CO 80524

OWNER:
 MR. INVESTMENT, LLC
 555 E. EDWARDS PK.
 STROUDFIELD, CO 80021

OWNER:
 MR. INVESTMENT, LLC
 555 E. EDWARDS PK.
 STROUDFIELD, CO 80021

OWNER:
 MR. INVESTMENT, LLC
 555 E. EDWARDS PK.
 STROUDFIELD, CO 80021

VICINITY MAP



**ROBBINS PARCEL
 OUTLINE DEVELOPMENT PLAN**

Terracina Design
 1000 W. 10th St., Suite 100
 Couls, CO 80524
 www.TerracinaDesign.com (303) 620-6208

REFERRAL COMMENTS

June 25, 2013

Chad Ellington
Oakwood Homes
4908 Tower Road
Denver, CO 80249

Re: Daily and Robbins Annexations

Dear Chad:

The initial review and referral process is complete. I will forward other comments as they are received.

Both properties are within the Johnstown Comprehensive Area Plan and are designated for residential use. I recommend PUD-R Planned Unit Development – Residential zoning, which is most suitable for this type of development, and support the use of the existing Thompson River Ranch Design Guidelines for the parcels.

The only specific 'special provision' at this time is that the Robbins parcel will need to provide 30' of additional right of way on adjoining LCR 18 in the future, and provide for widening and safe access. Additional review of the draft annexation agreement is warranted, with comments in the near future.

The application can proceed to the public hearing process, beginning with Planning and Zoning Commission. The Commission meets the second and fourth Wednesdays of each month, with lead time of three weeks for publication of notice in the local paper.

Sincerely,



John Franklin, Town Planner

Enclosures

Copy to File

Town of

Johnstown

Planning and Zoning Department
450 S. Parish Ave. Johnstown, CO 80534
(970) 587-4664; Fax (970) 587-0141
www.townofjohnstown.com

DATE: May 21, 2013

REFERRAL OF APPLICATION

The Town of Johnstown has received the following application for review:

Project: Daily and Robbins Annexations

Location: North of LCR 18 and east of I-25

Applicant: MREC Colorado Land Investments. LLC (Oakwood Homes)

Please reply by: June 21, 2013

Tentative Planning and Zoning Commission Hearing: July 2013

Planner: John Franklin jfranklin@townofjohnstown.com

This application is submitted to you for review. Any comments or recommendations you consider relevant to this request would be appreciated. Please reply by the above listed date so that we may include your comments with others. If additional documentation is required, please advise us as soon as possible.

X We have reviewed the request and find no conflicts with our interests.
Please see the attached letter.

Comments:

Please submit new town boundaries to PVREA GIS Dept after
annexation.

Signature: _____

Matt Ogan

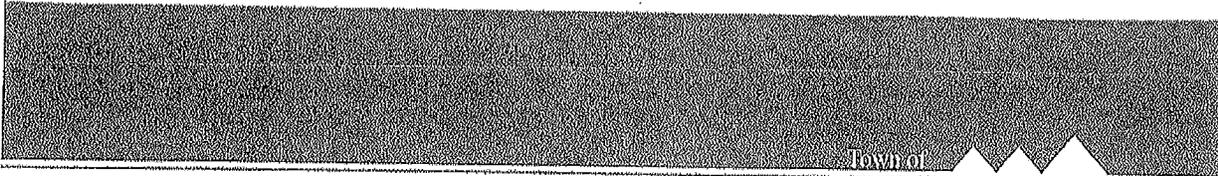
Date: _____

5/29/13

Agency: _____

Poudre Valley REA

Rev. 3/13



Town of
Johnstown

Planning and Zoning Department
450 S. Parish Ave. Johnstown, CO 80534
(970) 587-4664; Fax (970) 587-0141
www.townofjohnstown.com

LTWD
MAY 23 2013
RECEIVED

DATE: May 21, 2013

REFERRAL OF APPLICATION

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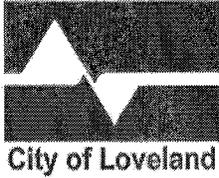
We have reviewed the request and find no conflicts with our interests.

Please see the attached letter.

Comments: LTWD HAS WATER LINES AND EASEMENT ADJACENT TO LCR 18. PLEASE COORDINATE ANY CONSTRUCTION ACTIVITY WITH LTWD TO PROTECT OR HAVE THE DEVELOPER RELOCATE THE LINE IF NEEDED.

Signature:  Date: 5/24/2013

Agency: LITTLE THOMPSON WATER DISTRICT



**Loveland Fire Rescue Authority
Community Safety Division**

410 East Fifth Street • Loveland, Colorado 80537
(970) 962-2497 • FAX (970) 962-2912 • TDD (970) 663-5144
www.cityofloveland.org

TO: John Franklin, Planning and Zoning Department, Town of Johnstown, Colorado

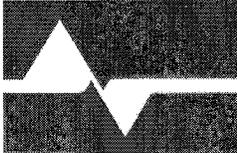
FROM: Carie Dann, Deputy Fire Marshal, Loveland Fire and Rescue, phone 970.962.2518, email carie.dann@cityofloveland.org

RE: Daily and Robbins Annexations

DATE: June 20, 1023

I have reviewed the above project and have the following comments:

1. The Daily and Robbins properties that are the subject of the annexations are in the Loveland Rural Fire Protection District and will be served by the Loveland Fire Rescue Authority.
2. Loveland Fire Rescue Authority's Community Safety Division will review any proposed, future development for compliance with the International Fire Code.



City of Loveland

DEVELOPMENT SERVICES

Current Planning

500 East Third Street, Suite 310 • Loveland, CO 80537
(970) 962-2523 • Fax (970) 962-2945 • TDD (970) 962-2620
www.cityofloveland.org

DEVELOPMENT REVIEW TEAM REPORT

DAILY AND ROBBINS ADDNS, PZ-13-00079

DATE: June 21, 2013

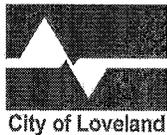
TO: John Franklin, jfranklin@townofjohnstown.com

FROM: Troy Bliss, Current Planning Division
(970) 962-2579, Troy.Bliss@cityofloveland.org

Application Type: County Referral

Date Submittal Accepted: June 4, 2013

Submittal Round Number: 1



II. CITY REVIEW COMMENTS

The following section contains contact information for the various city representatives who reviewed the project and detailed comments from the city reviewers based on the submitted information. For questions or clarifications on specific reviewer comments, please contact the individual reviewer.

A. CITY STAFF CONTACT INFORMATION

<p><u>PLANNING</u></p> <p><input checked="" type="checkbox"/> Troy Bliss (970) 962-2579 Troy.Bliss@cityofloveland.org</p> <p><input type="checkbox"/> Kerri Burchett (970) 962-2566 Kerri.Burchett@cityofloveland.org</p> <p><input type="checkbox"/> Brian Burson (970) 962-2577 Brian.Burson@cityofloveland.org</p> <p><input type="checkbox"/> Noreen Smyth (970) 962-2522 Noreen.Smyth@cityofloveland.org</p>	<p><u>TRANSPORTATION</u></p> <p><input type="checkbox"/> Rich Becker (970) 962-2560 Rich.Becker@cityofloveland.org</p> <p><input checked="" type="checkbox"/> Sean Kellar (970) 962-2565 Sean.Kellar@cityofloveland.org</p>	<p><u>POWER</u></p> <p><input type="checkbox"/> Kent Aspinall 962-3598 Kent.Aspinall@cityofloveland.org</p> <p><input type="checkbox"/> Bill Coufal (970) 962-3551 Bill.Coufal@cityofloveland.org</p> <p><input type="checkbox"/> Mark Miner (970) 962-3587 Mark.Miner@cityofloveland.org</p> <p><input type="checkbox"/> Mark Warner (970) 962-3588 Mark.Warner@cityofloveland.org</p>
<p><u>STORMWATER</u></p> <p>Kevin Gingery (970) 962-2771 Kevin.Gingery@cityofloveland.org</p>	<p><u>FIRE</u></p> <p>Carie Dann (970) 962-2518 Carie.Dann@cityofloveland.org</p>	<p><u>BUILDING</u></p> <p>Dave Sprague (970) 962-2526 Dave.Sprague@cityofloveland.org</p>
<p><u>WATER/WASTEWATER</u></p> <p>Melissa Morin (970) 962-3709 Melissa.Morin@cityofloveland.org</p>	<p><u>PARKS & REC</u></p> <p>Janet Meisel- Burns (970) 962-2451 Janet.Meisel-Burns@cityofloveland.org</p>	<p><u>PLANNING - GENERAL PLAT</u></p> <p><input type="checkbox"/> Heather Lassner (970) 962-2645 Heather.Lassner@cityofloveland.org</p>

B. CITY REVIEW COMMENTS

The following section contains comments identified by the city reviewers, along with generalized code requirements. For questions or clarifications on specific reviewer comments, please contact the individual reviewer.

Planning - Review: (Comments provided by Karl Barton, AICP)

Robbins Annexation Comments

This property is located outside of Loveland's Growth Management Area, but within the Community Influence Area. As such Loveland has no statement in any of its planning documents as to what the future land use pattern for this area should be. Therefore, Loveland's Community & Strategic Planning Division have no objection to or comment on this application.

Daily Annexation Comments

The City of Loveland Community & Strategic Planning Division has no objection to or substantive comments on the proposed Daily annexation to the Town of Johnstown.

The Daily property is located within the City of Loveland's Growth Management Area. However, Loveland is currently processing an amendment to its Growth Management Area boundaries that would remove this property.

In Loveland's Future Land Use Plan, this property carries an E -- Employment designation. The land use designation is intended to provide for a mix of uses in a campus type setting. It appears from the referred application that this property is applying for "Mixed-Use PUD" zoning. It seems likely that zoning district will allow for uses that would be consistent with Loveland's Future Land Use Plan.

PW-Transportation:

No Comments

Fire:

No Comments

Town of

Johnstown

Planning and Zoning Department
450 S. Parish Ave. Johnstown, CO 80534
(970) 587-4664; Fax (970) 587-0141
www.townofjohnstown.com



DATE: May 21, 2013

REFERRAL OF APPLICATION

The Town of Johnstown has received the following application for review:

Project: Daily and Robbins Annexations

Location: North of LCR 18 and east of I-25

Applicant: MREC Colorado Land Investments. LLC (Oakwood Homes)

Please reply by: June 21, 2013

Tentative Planning and Zoning Commission Hearing: July 2013

Planner: John Franklin jfranklin@townofjohnstown.com

This application is submitted to you for review. Any comments or recommendations you consider relevant to this request would be appreciated. Please reply by the above listed date so that we may include your comments with others. If additional documentation is required, please advise us as soon as possible.

We have reviewed the request and find no conflicts with our interests.
Please see the attached letter.
Comments:

Signature: _____

Date: _____

Agency: _____

Rev. 3/13

[Handwritten Signature] *5/29/13*
Larimer County Engineering



PLANNING AND BUILDING SERVICES DIVISION

P.O. Box 1190
Fort Collins, Colorado 80522-1190
Planning (970) 498-7683 Building (970) 498-7700
Planning Fax (970) 498-7711 Building Fax (970) 498-7667
<http://www.larimer.org/planning>

June 4, 2013

Planning and Zoning Department
Town of Johnstown
450 S. Parish Ave
Johnstown, CO 80534

RE: Daily and Robbins Annexations

This letter acknowledges receipt of the above annexation to the Town of Johnstown.

Yesterday, staff from the Larimer County Planning, Engineering and Health Departments met to review these materials.

It is Larimer County Engineering's expectation that as part of the annexation, the entire right of way of any Larimer County roads adjacent to the property will also be annexed.

If the annexation is approved and the project moves forward, Larimer County Engineering would recommend that a traffic impact study and drainage report be required. County Engineering would appreciate the opportunity to review these reports as to the impacts the development will have on the transportation and drainage facilities in the unincorporated portions of the County. County Engineering requests that any County transportation or drainage facilities that are not adequate to handle the additional development be made adequate.

Please feel free to contact me at 498-7680, or email dkunis@larimer.org, if you have any questions.

Sincerely,

Dan Kunis
GIS Specialist
Larimer County Planning and Building Division
970-498-7680
dkunis@larimer.org

Planning and Zoning Department
450 S. Parish Ave. Johnstown, CO 80534
(970) 587-4664; Fax (970) 587-0141
www.townofjohnstown.com

DATE: May 21, 2013

REFERRAL OF APPLICATION

The Town of Johnstown has received the following application for review:

Project: Daily and Robbins Annexations

Location: North of LCR 18 and east of I-25

Applicant: MREC Colorado Land Investments. LLC (Oakwood Homes)

Please reply by: June 21, 2013

Tentative Planning and Zoning Commission Hearing: July 2013

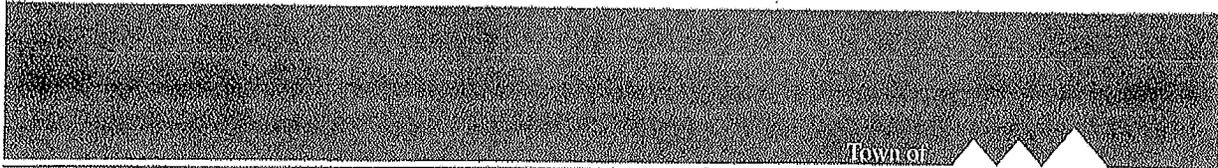
Planner: John Franklin jfranklin@townofjohnstown.com

This application is submitted to you for review. Any comments or recommendations you consider relevant to this request would be appreciated. Please reply by the above listed date so that we may include your comments with others. If additional documentation is required, please advise us as soon as possible.

- We have reviewed the request and find no conflicts with our interests.
Please see the attached letter.
Comments:

Signature: Maisha Conley Date: May 24, 2013

Agency: Northern Colorado Water Conservancy District



Town of
Johnstown

Planning and Zoning Department
450 S. Parish Ave. Johnstown, CO 80534
(970) 587-4664; Fax (970) 587-0141
www.townofjohnstown.com

LEAD
JUL 19 2013
RECEIVED

DATE: July 5, 2013

REFERRAL OF APPLICATION

The Town of Johnstown has received the following application for review:

Project: *Thompson River Ranch Filing No. 2 (new) – Final Plat and Final PUD Development Plan*

Location: *Generally west of LCR 3 and north of LCR 18*

Applicant: *Oakwood Homes*

Please reply by: *July 26, 2013*

Tentative Planning and Zoning Commission Hearing: *August 14, 2013*

Planner: John Franklin jfranklin@townofjohnstown.com

This application is submitted to you for review. Any comments or recommendations you consider relevant to this request would be appreciated. Please reply by the above listed date so that we may include your comments with others. If additional documentation is required, please advise us as soon as possible.

We have reviewed the request and find no conflicts with our interests.
Please see the attached letter.

Comments:

NO CONFLICTS FOUND

Signature:  Date: *7/16/2013*
Agency: *LEAD + THOMPSON WATER DISTRICT*

18 Total
15 mailed

**TOWN OF JOHNSTOWN
PLANNING & ZONING DEPARTMENT**

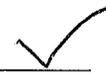
**REFERRAL AGENCY MAILING LIST
(LARIMER COUNTY)**

DAILY AND ROBBINS ANNEXATIONS

Sent to:	Date Sent:	Comments Sheet Returned	With Comments? Y/N
<u>STATE AGENCIES</u>			
_____ Colorado Dept. of Transportation 1420 2 nd Street Greeley, CO 80631 (970) 353-1232	_____ _____ _____	_____ _____ _____	_____ _____ _____
<u>TOWN ADVISORS</u>			
✓ _____ Town Attorney - R. Russell Anson P.O. Box 336155 Greeley, CO 80631 (970) 353-5508	5/21/13 _____ _____	_____ _____ _____	_____ _____ _____
_____ Town Water Attorney Town Water Engineer – Tom Williamsen	_____ _____	_____ _____	_____ _____
_____ Engineering Review John Cotton, P.E. TST, Inc. 9222 Teddy Lane Lone Tree, CO 80124	_____ _____ _____	_____ _____ _____	_____ _____ _____
_____ Public Improvements Inspector Tim Farner TST, Inc.	_____ _____	_____ _____	_____ _____
_____ Landscape Planner - Steve Ransweiler % GREEN CREATIONS Green Creations 633 Bross Street Longmont, CO 80501 (303) 774-4532	_____ _____ _____	_____ _____ _____	_____ _____ _____
_____ Transportation Planner - Dave Hattan FELSBURG, HOLT & ULLEVIG 6300 So. Syracuse Way - Suite #600 Centennial, CO 80111	_____ _____ _____	_____ _____ _____	_____ _____ _____

Sent to:	(303) 721-1440	Date Sent:	Comments Sheet Returned	With Comments? Y/N
✓	<p align="center"><u>TOWN STAFF</u></p> <p>Town Planner - John Franklin 101 Charlotte Street Johnstown, CO 80534 (970) 587-4664</p>	✓	_____	_____
_____	<p>Building Official Town Hall Building Department (970) 587-4664</p>	_____	_____	_____
<u>INFO</u>	<p>Police Chief - Brian Phillips Police Facility Complex P.O. Box 919 - Johnstown, CO 80534 (970) 587-5555</p>	✓	_____	_____
✓	<p>Streets Superintendent - Don Gardner Town Hall Streets Department (970) 587-4664</p>	✓	_____	_____
✓	<p>Water Superintendent - Marty Jones Town Hall Water Department (970) 587-4664</p>	✓	_____	_____
AAA	<p align="center"><u>DISTRICT OFFICES</u></p> <p>Johnstown Fire Protection District P.O. Box 979 - Johnstown, CO 80534 (970) 587-4474 or 587-0339</p>	_____	_____	_____
✓	<p>Little Thompson Water District 835 East Highway 56 Berthoud, CO 80513 (970) 532-2096</p>	✓	_____	_____
✓	<p>Loveland Rural Fire Protection District C/O Hughes Associates, Inc. 520 Courtney Way | Suite A Lafayette, Colorado 80026-8863</p>	✓	_____	_____
✓	<p>No. Colorado Water Conservancy District 1250 North Wilson - Loveland, CO 80537. (970)-667-2437</p>	✓	_____	_____

Sent to:	Date Sent:	Comments Sheet Returned	With Comments? Y/N
<input checked="" type="checkbox"/> Thompson School District R2-J Thompson School District Attn: Planning Services 2890 Monroe Ave. Loveland, Colorado 80539-3274 Kate Browne (970) 613-5000	<input checked="" type="checkbox"/> 5/21/13	_____	_____
<input checked="" type="checkbox"/> Thompson Rivers Parks & Rec District 110 Centennial Dr. Suite B Milliken, CO 80543-3215 (970) 587-0232	<input checked="" type="checkbox"/>	_____	_____
<input checked="" type="checkbox"/> <u>UTILITIES</u> XCEL Energy – Todd Anderson 2655 N. 63 rd St. Boulder, CO 80301	<input checked="" type="checkbox"/> 5/21/13	_____	_____
<input checked="" type="checkbox"/> Baja Broadband P.O. Box 356 - Johnstown, CO 80534 (970) 587-2243	_____	_____	_____
<input checked="" type="checkbox"/> CenturyLink - Donna Mastriano 5325 Zuni Room 728 Denver, CO 80221-1499	<input checked="" type="checkbox"/>	_____	_____
<input checked="" type="checkbox"/> AT&T – Bruce Kelly P.O. Box 348 Mead, CO 80542 (I-25 corridor)	<input checked="" type="checkbox"/>	_____	_____
<input checked="" type="checkbox"/> Poudre Valley REA, Inc. Engineering Department P.O. Box 272550 - Fort Collins, CO 80527 (970) 226-1234	<input checked="" type="checkbox"/>	_____	_____
<u>OTHER AGENCIES</u>			
<input type="checkbox"/> Omni-Trax - Attn: Barbara Burns 252 Clayton Street - 4 th Floor Denver, CO 80206	_____	_____	_____
<input checked="" type="checkbox"/> U S Postal Service - Postmaster 121 Castle Pines Avenue Johnstown, CO 80534 (970) 587-4246	<input checked="" type="checkbox"/>	_____	_____

Sent to:	Date Sent:	Comments Sheet Returned	With Comments? Y/N
<hr/> Consolidated Hillsborough Ditch Co. 612 Charlotte Johnstown, CO 80534 (970) 587-2390	<hr/>	<hr/>	<hr/>
<hr/> Harry Lateral Ditch Company Mario Herrera, President 7967 E. County Road 14 Johnstown, CO 80534	<hr/>	<hr/>	<hr/>
<hr/> Farmers Ditch	<hr/>	<hr/>	<hr/>
<hr/> Larimer & Weld Irrigation Company 1605 Lawton Lane Fort Collins, CO 80524 (970) 482-7701	<hr/>	<hr/>	<hr/>
<hr/> Larimer County Assessor Attn: Ron Kerr P.O Box 1190 Fort Collins, CO 80524 (970) 498-6775 (for Final Plats only)	<hr/>	<hr/>	<hr/>
<hr/> Larimer County Health Department Attn: Doug Ryan 1525 Blue Spruce Drive Fort Collins, CO 80524 (970) 498-6775	<hr/>	<hr/>	<hr/>
<hr/>  Larimer County Planning Division Attn: Rob Helmick P.O. Box 1190 Fort Collins, CO 80522 (970) 498-7682	<hr/>		<hr/>
<hr/>  Larimer County Public Works Admin. Attn: Rusty McDaniel P.O. Box 1190 Fort Collins, CO 80522 (970) 498-5724	<hr/>		<hr/>
<hr/> United Power - Al Trujillo Right-of-way Specialist P.O. Box 929 Brighton, CO 80601	<hr/>	<hr/>	<hr/>
<hr/>  City of Loveland - Planning Dept.	<hr/>		<hr/>

Sent to:	Date Sent:	Comments Sheet Returned	With Comments? Y/N
500 East 3 rd Street Loveland, CO 80537 (970) 962-2525			
_____ Town of Windsor Planning Department 301 Walnut Street Windsor, CO 80550			
_____ City of Greeley Community Development Department 1100 10 TH ST. Greeley, CO 80631			
_____ US Postal Service— ATTN: Postmaster 601 North Cleveland Ave. Loveland, CO 80537 (970) 667-5303			

The following items were sent to each of the referral agencies:

ANNEXATION IMPACT REPORT, MAP, ADP

AGENDA ITEM 9B

**PROFESSIONAL
SERVICES
AGREEMENT**

(Lee and Burgess of Colorado, LLC)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 22, 2014

ITEM NUMBER: 9B

SUBJECT: Consider Professional Services Agreement for Update of Town's Human Resources Policies and Procedures Manual

ACTION PROPOSED: Approve Professional Services Agreement

PRESENTED BY: Town Manager and Town Attorney

AGENDA ITEM DESCRIPTION: On March 20, 2000 the Town of Johnstown entered into a professional services agreement with the consulting firm of Lee and Burgess (Ms. Karin Connell) for the development of a personnel policy and procedures manual. In conjunction with Town staff, the consultant reviewed and assessed the Town's employee policies and administrative practices and prepared necessary revisions and recommendations and developed a Human Resources Policies and Procedures Manual for the Town. The result of this activity was employee policies and procedures that were in compliance with the then current personnel laws and regulations, and representative of the organization's management philosophy.

In order to assure the Town continues to be in compliance with new and changing laws and regulations, guidelines and requirements, the Town requested a proposal from Lee and Burgess (Ms. Connell Karin Connell, Senior Consulting Principal) to update the Town's Human Resources Policy and Procedures Manual (please refer to attached proposal for a detailed scope of services).

Note: Ms. Connell has been engaged by the Town over the past several years annually reviewing and updating the Town's employee compensation and benefit package as well as assisting the Town with various personnel related issues.

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

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

RECOMMENDED ACTION: Approve professional services agreement for the update of the Town's Human Resources Policies and Procedures Manual.

SUGGESTED MOTIONS:

For Approval: I move to approve the professional services agreement with the firm of Lee and Burgess Associates of Colorado, LLC in an amount not to exceed \$4,000 plus expenses and authorize the Mayor to sign the agreement.

For Denial: I move to deny approval of the professional services agreement with the firm of Lee and Burgess Associates of Colorado, LLC.

Reviewed:


Town Manager

AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this 9th day of January, 2014, by and between THE TOWN OF JOHNSTOWN, COLORADO, hereinafter referred to as "Town," and Lee & Burgess Associates of Colorado, LLC hereinafter referred to as "Consultant."

WHEREAS, the Town needs Human Resource advisory services related to an update of the Town's Human Resources Policies and Procedures, and;

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

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

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

1. **Scope of Services.** Consultant shall perform professional services as outlined in the proposal dated September 23, 2013, and attached as Exhibit A.
2. **Term of Agreement.**
 - A. Consultant will proceed with the performance of the services called for in the attached proposal dated September 23, 2013 and attached as Exhibit A, and shall comply with the requirements of Exhibit B.
 - B. In providing these services, Consultant will work directly with the Town Manager and under his direction.
3. **Compensation.** The Town agrees to pay Consultant the fee as outlined on the attached Exhibit A, an amount not to exceed Four Thousand and 00/100 dollars (\$4,000) plus expenses. Payment for services will be provided to Consultant within thirty (30) days of Consultant's providing a detailed statement to the Town.
4. **General Terms.**
 - A. Consultant agrees to indemnify and hold harmless the Town and its officers, employees and agents from any and all claims, losses, injuries, damages and lawsuits and expenses, including reasonable attorney's fees arising out of or resulting from the negligent acts or omissions of Consultant or its subcontractor in the performance of services as set forth in this Agreement.
 - B. **Modifications.** This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in writing by the parties hereto.

C. **Independent Contractor.** Consultant and its employees and agents shall be considered for all purposes of this Agreement to be independent contractors and not employees or agents of the Town, and therefore, benefits such as medical, workers compensation, etc., shall not be available to Consultant.

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

E. **Neutrality.** The Consultant assures that it will establish safeguards to prohibit its employees, agents, or servants from using this agreement for any purpose which causes or lends itself to create an appearance of impropriety. Said employees, agents, or servants shall not seek any personal benefits of private gain for themselves, their families, or others.

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

F. **Conflicts of Interest.** During the term of this Agreement, the Consultant shall not perform similar services for persons, firms, or entities which have the potential to create a conflict of interest unless this is disclosed to and approved by the Town in writing.

G. **Governing Law.** Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown.

H. **Severability.** Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect, unless such determination is so material as to render the main purpose of this Agreement unworkable.

I. **Transfer and Assignment.** The Consultant shall not assign or transfer its interest in this Agreement without the written consent of the Town. Any unauthorized assignment or transfer shall render this Agreement null, void, and of no effect as to the Town.

5. **Insurance**

- A. The Consultant agrees to obtain and maintain, at the Consultant's expense, such insurance as will protect the Consultant from claims under the Workmen's Compensation Act, and such comprehensive general liability insurance and automobile liability insurance as will protect the Consultant from all claims for bodily injury, death, or property damage which may arise from the performance by the Consultant, or by the Consultant's employees, of the Consultant's functions and services required under this Agreement. The amounts of liability insurance shall not be less than \$150,000.00 per person/\$600,000.00 per accident and \$600,000.00 property damage. Consultant shall provide a Certificate of Insurance in accordance with the above requirements upon execution of this contract.
- B. The Consultant shall be responsible for all damages, including all normally foreseeable damages, resulting from negligent errors and omissions of the Consultant. The amounts of General Liability and Professional Liability Insurance shall not be less than \$1,000,000 each.

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

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

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

Lee & Burgess Associates of Colorado, LLC
8200 S. Quebec Street, Suite A3
Centennial, Colorado 80112

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

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

8. **Successors and Assigns.** The terms and conditions of this Agreement shall be binding upon Consultant, its successors, and assigns.
9. **Assignment and Subcontract.** Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Town and the Consultant.

DONE AND DATED this 9th day of January, 2014.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

CONSULTANT:

Lee & Burgess Associates of Colorado, LLC

By: Larin Connell as Manager

STATE OF COLORADO)
)ss

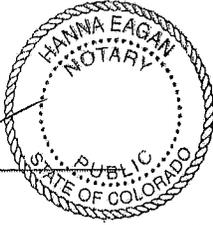
COUNTY OF Arapahoe

SUBSCRIBED AND SWORN to before me this 9th day of January, 2014, by Larin Connell as the Owner/Manager of Lee & Burgess Associates of Colorado, LLC

WITNESS my hand and official seal.

My commission expires: 9-14-15

Notary Public



My Commission Expires 9-14-15

Lee & Burgess Associates of Colorado, LLC
Management Consultants

8200 S Quebec Street
Suite A3
Centennial, Colorado 80112

303.770.7733
ksconnell@pcisys.net



September 23, 2013

Mr. Roy Lauricello
Town Administrator
Town of Johnstown
450 S. Parish Avenue
Johnstown, Colorado 80534

Dear Roy:

It is always a pleasure to work with you and Diana along with the other managers in the Town. We are pleased to be invited to assist you with an update of the Town's Human Resources Policies and Procedures to help ensure that the Town's employee management guidelines continue to support its leadership and direction in a consistent manner in an environment with continual regulation changes and the introduction of new requirements.

I have outlined below our understanding of your current needs and the steps we recommend the Town take in preparation for implementing updated Human Resources Policies and Procedures during 2014.

As you know, we monitor new and changing regulations, guidelines and requirements continuously to help ensure that we are as current as possible to assist you with the administration/interpretation of the Town's policies on an ongoing basis. Our ongoing knowledge of the Town's operating direction and management as well as the organization structure will allow us to assist you with this review of the current policies and procedures with very little orientation time required. Further, your continuous monitoring of the policies and the applications thereof has provided continuity for the Town's employee management guidelines.

A description of each assignment phase follows.

- ◆ Meet with the Town Administrator to review the current policies and the updates the Town may wish to implement as well as those changes/additions prompted by regulation changes and additions.
- ◆ Once the Town Administrator's review is completed, we will prepare an updated Draft of all new and revised policies for presentation to the Department Heads. The presentation materials will include a check list of policy revisions and additions along with a complete copy of the updated Draft policy document.

- ◆ Meet with the Town Administrator and Department Heads to review the current policies and the updates proposed for implementation as well as those changes/additions prompted by regulatory changes and additions. This meeting serves a minimum of three purposes:
 - Provides a forum for the Town Administrator and Department Heads to discuss various points of view and reach agreement on the expected outcome.
 - Ensures that all Department Heads participate in and are informed of changes to the policies.
 - Provides a forum to help facilitate management agreement with the policies and procedures to be adopted, which in turn facilitates consistent administration.
- ◆ Apply Department Head discussion updates to the Draft Policy document and forward to the Town for final review.
- ◆ Provide the Town Attorney a Draft copy for review and input.
- ◆ Finalize the Policy document update, provide final Policy update to Town Administrator and Town Attorney for final review, and work with the Town Administrator concerning the target date for adoption.
- ◆ Prepare a final overview of all policy changes for employees to receive with new policy documents and assist with employee communications of the changes as requested.
- ◆ Prepare old policy rescission schedule/procedure and forms for employee receipt of new policies.
- ◆ Assist the Town as requested with the rescission process and employee receipt of new policies.
- ◆ Assist with the archive procedures for rescinded policies and employee acknowledgement of same.

We would recommend starting this process in January 2014 to utilize the first quarter for the review (phases 1-6 outlined above) before the annual summer schedule becomes demanding, use the April-May time frame for finalizing all of the adoption/implementation plans and processes, and target a June 1, 2014 adoption date to complete the process before summer gets into full swing and the budget cycle begins for 2015. This suggested schedule takes into account management's schedules to review the preliminaries prior to preparing for Council presentation and adoption.

We estimate the cost of this assignment that includes the complete review of the Town's Human Resources Policies and Procedures to range from \$3,500 to \$4,000, not to exceed \$4,000 without Town approval, plus out-of-pocket expenses. Certainly, should the requirements be less than projected, the reduced costs will be passed on in the form of reduced professional fees for completion of the assignment.

Expenses would include travel, telephone, and other assignment related expenses. As you know, we bill on a progressive basis invoicing monthly for fees and expenses incurred during the previous month. Expenses are covered as incurred and invoiced at no additional cost to the client.

September 23, 2013
Mr. Roy Lauricello
Page 3

Roy, we welcome the opportunity to work with you knowing that your continued attention to and management of the policy review and update process will serve the Town well as it embarks on this important assignment. Please call me to discuss any aspect of the assignment as well as any questions that may arise once you have an opportunity to review this proposal. I can be reached at 303-770-7733, or 303/ 807-6330 (cell) or through my email address ksconnell@pcisys.net.

Sincerely,

Karin S. Connell

Karin S. Connell
Senior Consulting Principal

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

Contractor shall not:

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

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

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

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

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

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

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

AGENDA ITEM 9C

PROFESSIONAL

SERVICES

AGREEMENT

(Downtown Streetscape Project

Phases 3 and 4)

(TST Inc. of Denver)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 22, 2014

ITEM NUMBER: 9C

SUBJECT: Consider Professional Engineering Services (Bidding/Negotiation and Construction Phases) Agreement for Downtown Streetscape Improvements Project – Phases 3 and 4 including Municipal Parking Lot

ACTION PROPOSED: Approve Professional Engineering Services Agreement

PRESENTED BY: Town Attorney, Town Planner and Manager

AGENDA ITEM DESCRIPTION: When initially planning for the downtown streetscape project, Town staff solicited a proposal from TST Inc., of Denver for design work and administrative and inspection services. TST successfully provided design, engineering and inspection services to the Town for Phases 1 and 2 of the downtown streetscape project. In addition, the Town contracted with TST in December 2012 for design development and final design services associated with Phases 3 and 4 of the downtown streetscape improvements project including the municipal parking lot. The design work has been completed and the project is ready for bidding and construction.

TST has provided engineering services to the Town over the past several years, including numerous subdivision development projects, water plant expansion and pumping station, Lone Tree diversion project, sewer plant expansions, north water tank and Telep Avenue and Highway 60 intersection project. TST has performed similar services for the City of Golden in their downtown and Clear Creek improvement project.

Resolution No. 2003-01 provides in part for the following: *“The Town, in procuring professional services such as architects, engineers, and landscape architects and other similar professionals, may, in lieu of using the open bid process, solicit requests for proposals and select such professional services on the basis of demonstrated confidence and qualification for the types of professional services required and on the basis of furnishing such professional services for fair and reasonable fees.”*

The Town is planning to construct additional downtown streetscape improvements similar to Phases 1 and 2 on Charlotte Street between Parish Avenue past Parish Park to the west (Phase 3), and on Charlotte Street east of Parish Avenue to Angove Avenue (Phase 4). Additionally, the Town desires to design and construct improvements to the municipal parking lot on the southwest corner of Charlotte Street and Angove Avenue.

In general, the proposed scope of services to be provided by TST Inc., for Phases 3 and 4 of the downtown streetscape project and municipal parking lot improvements will consist of bidding/negotiation and construction services (please refer to attached agreement for a complete scope of services to be provided by Engineer).

Costs of engineering services for each phase of the project are as follows:

Bidding and Negotiation Phase:	\$10,500
Construction Phase:	\$139,500
Total	\$150,000

Total cost of professional engineering services for Phases 3 and 4 and municipal parking lot improvements to include bidding and negotiation and construction services is **\$150,000**.

Note: An additional cost of \$750 per public meeting, and reimbursable expenses times a factor of 1.1.

Mr. John Burgeson (former Town Engineer) was asked to review the proposed scope of services and related costs. According to Mr. Burgeson, he discussed the scope of services and costs with Ms. Probasco of TST. According to Mr. Burgeson, Ms. Probasco committed to manage the two major costs - (shop drawing review – (\$19,133) and construction observation (\$108,600) to reflect actual expenditures, as she has committed to do in the past. With that assurance, Mr. Burgeson and staff is recommending the professional services agreement for the downtown streetscape improvements project for Phases 3 and 4 to include the municipal parking lot be awarded to TST Inc., of Denver Consulting Engineers.

*A representative from TST Inc., of Denver Consulting Engineers (Michelle Probasco) will be present at the meeting to answer questions, if needed.

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

FINANCIAL ADVICE: According to the Town Treasurer, sufficient funds have been allocated in the 2014 budget for the professional services.

RECOMMENDED ACTION: Approve professional services agreement.

SUGGESTED MOTIONS:

For Approval: I move to approve the professional services agreement for Phases 3 and 4 of the downtown improvements project to include the municipal parking lot with the firm of TST Inc., of Denver Consulting Engineers in an amount not to exceed \$150,000 and authorize the Mayor to sign the agreement.

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

Reviewed:


Town Manager

AGREEMENT

AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES FOR
JOHNSTOWN DOWNTOWN STREETScape – PHASE 3, PHASE 4, and PARKING LOT

Project No. _____

THIS IS AN AGREEMENT made as of _____, 20__ between Town of Johnstown (OWNER) and TST INC. OF DENVER, CONSULTING ENGINEERS (ENGINEER).

The OWNER intends to bid and construct downtown streetscape improvements on Charlotte Street between Parish Avenue and just past Parish Park (Phase 3), Charlotte Street east of Parish Avenue to the Railroad east of Angove Avenue (Phase 4), and the Municipal Parking Lot on the southwest corner of Charlotte Street and Angove Avenue (Parking Lot). The design of the streetscape improvements has already been completed by TST. The bidding/negotiating and construction of the streetscape improvements for the several phases will hereinafter be referred to as the Project.

This Scope of Work defines the ENGINEER's work for the following phases:

- A. Bidding and Negotiating Phase
- B. Construction Phase

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

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 GENERAL

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

1.2 BIDDING OR NEGOTIATING PHASE

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.2.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services' and where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attending pre-bid conferences, prepare meeting minutes, and receiving and processing deposits for Bidding Documents.

1.2.2 Furnish drawings to OWNER.

1.2.3 Issue addendas as appropriate to interpret, clarify or expand the Bidding Documents.

- 1.2.4 Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.2.5 Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.2.6 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.3 CONSTRUCTION PHASE

- 1.3.1 General Administration of Construction Contract. Engineer shall consult with and advise OWNER and act as OWNER's representative during the construction phase of this project.
- 1.3.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:
 - a. ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the work.
 - b. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision.
 - c. The purpose of ENGINEER's representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s).
- 1.3.3 ENGINEER shall attend the pre-construction conference prior to start of construction. ENGINEER shall prepare meeting minutes.
- 1.3.4 ENGINEER/Resident Project Representative shall conduct weekly progress meetings to discuss schedules and coordinate construction progress. The OWNER will be informed of the construction progress at the weekly meetings. ENGINEER/Resident Project Representative shall prepare meeting minutes.
- 1.3.5 ENGINEER/Resident Project Representative will meet with the business owners to

discuss and resolve issues that arise when construction interferes with their customers' access.

- 1.3.6 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and, in connection therewith, prepare work directive changes and change orders as required.
- 1.3.7 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 1.3.8 Inspections and Tests completed by Others. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 1.3.9 Disputes between OWNER and Contractor. ENGINEER/Project Representative may act as initial interpreter of the requirements of the Contract Documents and judge of acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 1.3.10 Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules, ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts.
- 1.3.11 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals, the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.
- 1.3.12 Inspections. ENGINEER shall Conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 SERVICES REQUIRING AUTHORIZATION IN ADVANCE

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

- 2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
- 2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3 Services resulting from significant changes in the general scope, extent or character of the project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
- 2.1.4 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.
- 2.1.5 Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.
- 2.1.6 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.
- 2.1.7 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys; and providing other special field surveys.
- 2.1.8 Public Meetings:
 - a. Preparation of meeting material for Public Meetings.
 - b. Participate and attend Public Meetings.
 - c. Follow up on assignments that evolve from Public Meetings.
 - d. Prepare meeting minutes and distribute.

- 2.1.9 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the project except where ENGINEER is a named party to such litigation, etc.
- 2.1.10 Additional services in connection with the project, including services which are to be furnished by OWNER and services not otherwise provided for in this AGREEMENT.
 - a. Materials Testing shall be furnished by separate contract between Geotech Engineer and OWNER.

2.2 REQUIRED ADDITIONAL SERVICES

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.3, inclusive. These services are not included as part of Basic Services.

- 2.2.1 Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
- 2.2.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
- 2.2.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- 2.2.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
- 2.2.5 Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the project by OWNER prior to Substantial Completion.
- 2.2.6 Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3 - PERIODS OF SERVICE

- 3.1 The provisions of this Section 3 and the various rates of compensation for ENGINEER's services provided for elsewhere in this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto. If specific periods of time for additional services rendered are set forth or specific dates by which additional services are to be completed are provided and if such dates are exceeded through no fault of

ENGINEER, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

3.1.1 Bidding and Negotiation Phase:

Advertise for Prequalification's – Late January 2014

Advertise for Bid – February 2014

Bid Opening – March 2014

Award – March 2014

3.1.2 Construction Phase:

Start Construction – April 2014

Work is estimated to be substantially complete within 150 calendar days after the date when the Contract time commences to run and shall hit final completion within 180 calendar days after the date when the Contract time commences to run. The observation of this project is assumed to be full time inspection.

3.2 After acceptance by OWNER and/or other Governing Agencies of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Cost, the Final Design Phase shall be complete. Upon written agreement for future phases and authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase, and Construction Phase.

3.3 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

3.4 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this AGREEMENT) be paid as provided in paragraph 4.3.2. . If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials or equipment more than one year after Substantial Completion is achieved under the contract, the various rates of compensation provided for elsewhere in this AGREEMENT shall be subject to equitable adjustment.

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

SECTION 4 - COMPENSATION

4.1 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

Bidding and Negotiating Phase	\$10,500.00
Construction Phase	<u>\$139,500.00</u>
Total	\$150,000.00

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

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

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

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

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

4.2 TIMES OF PAYMENTS

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

4.3 OTHER PROVISIONS CONCERNING PAYMENTS

4.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within forty-five (45) days after receipt of ENGINEER's invoice, the amounts due ENGINEER will be increased at the rate of 1.0% per month from said forty-fifth (45th) day, and in addition, ENGINEER may, after giving seven (7) days' written notice to OWNER, suspend services under this AGREEMENT until ENGINEER has been paid in full all amounts due for services, expenses, and charges. If it is necessary to retain an attorney to enforce collection, reasonable attorney's fees and court costs will be added to the amount otherwise due ENGINEER.

4.3.2 In the event of termination by OWNER under paragraph 7.1.2 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered

through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's hourly rates based on current Schedule of Fees for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly in work on the Project, such amount not to exceed, however, the amount that would be due for completion of the phase. In the event of any such termination, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services and for all unpaid Additional Services and unpaid Reimbursable Expenses.

- 4.3.3 It is understood and agreed that any appropriation of funds or other arrangements for funds necessary for covering payments due ENGINEER under the various Sections of this AGREEMENT have been made or will be made by the OWNER as the work progresses. It is further agreed that the OWNER shall inform the ENGINEER regarding any pertinent arrangements for funds as the work proceeds.

SECTION 5 - OWNER'S RESPONSIBILITIES

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

- 5.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decision with respect to ENGINEER's services for the Project.
- 5.2. Provide all criteria and full information as to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 5.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 5.4 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, the following documents if in possession or available to OWNER:
- 5.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment;
- 5.4.2 Appropriate professional interpretations of all of the foregoing;
- 5.4.3 Environmental assessment and impact statements;
- 5.4.4 Property, boundary, easement, right-of-way, topographic and utility surveys;
- 5.4.5 Property descriptions;
- 5.4.6 Zoning, deed and other land use restriction; and

- 5.5 Provide engineering surveys to establish reference points for construction to enable Contractor(s) to proceed with the layout of the work.
- 5.6 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this AGREEMENT.
- 5.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within reasonable time so as not to delay the services of ENGINEER.
- 5.9 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER will be set forth in an exhibit that is to be identified, attached to and made a part of this AGREEMENT before such services begin.
- 5.10 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any Contractor.
- 5.11 Bear all costs incident to compliance with the requirements of this Section 5.

SECTION 6 – GENERAL CONSIDERATIONS

6.1 TERMINATION

- 6.1.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon receipt of the written notice to terminate the defaulting party shall have ten days to cure the default to the satisfaction of the terminating party.
- 6.1.2 Termination for convenience: OWNER shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever by providing ENGINEER with a written notice to terminate to be effective upon five (5) days after notifying ENGINEER by registered mail, return receipt requested.

6.2 INSURANCE

- 6.2.1 ENGINEER agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against liability, claims, damages and other obligations of ENGINEER. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. ENGINEER shall not be relieved of any liability, claims, damages or other obligations by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.
- 6.2.2 ENGINEER shall procure and maintain, and shall cause any subconsultant of ENGINEER to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the OWNER. All coverages shall be continuously maintained to cover liability, claims, damages and other

obligations of ENGINEER. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- 6.2.2.1 Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.
- 6.2.2.2 Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests' provision.
- 6.2.2.3 Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and ENGINEER shall maintain such coverage for at least three (3) years from the termination of this Agreement.
- 6.2.2.4 The policy required by Paragraph 6.2.2.2, above shall be endorsed to include the OWNER and the OWNERn's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the OWNER, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by ENGINEER. No additional insured endorsement to the policy required by Paragraph 6.2.2.1, above shall contain any exclusion for bodily injury or property damage arising from completed operations. ENGINEER shall be solely responsible for any deductible losses under any policy required above.
- 6.2.2.5 The certificate of insurance provided for the OWNER shall be completed by ENGINEER'S insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the OWNER prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, or terminated until at least thirty (30) days' prior written notice has been given to the OWNER. In addition, should there be any change in coverage or carrier, ENGINEER will promptly notify OWNER. The completed certificate of insurance shall be sent to:

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

- 6.2.2.6 Failure on the part of ENGINEER to procure or maintain policies providing the

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

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

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

6.3 CONTROLLING LAW

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

6.4 SUCCESSORS AND ASSIGNS

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

6.4.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist him in the performance of services hereunder. Costs and expenses for such independent professional associate or consultant shall be absorbed by ENGINEER.

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

6.5 ENFORCEMENT

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

6.6 EQUAL OPPORTUNITY EMPLOYER

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

6.7 INDEPENDENT CONTRACTOR

6.7.1 ENGINEER and any persons employed by ENGINEER for the performance of Work hereunder shall be considered independent contractors and not employees or agents of the OWNER.

6.7.2 ENGINEER shall have the right to employ such assistance as may be required for the performance of Work under this Agreement. ENGINEER shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

6.7.3 THE PARTIES HERETO UNDERSTAND THAT THE ENGINEER AND ENGINEER'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE OWNER, AND THAT ENGINEER IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

7.1 This AGREEMENT is subject to the following special provisions:

7.1.1 None

7.2 The following Exhibits are attached to and made a part of this AGREEMENT:

7.2.1 Exhibit A, "TST INC. OF DENVER, CONSULTING ENGINEERS Schedule of Fees" consisting of 1 page.

7.2.2 Exhibit B, "Required Provisions for Contract for Services Prohibiting Employment of Illegal Aliens" consisting of 1 page.

7.2.3 Exhibit C, "Task List", consisting of 1 page.

7.3 This AGREEMENT (consisting of pages 1 to 14, inclusive), together with the Exhibits and Schedules identified above constitute the entire AGREEMENT between OWNER and ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

SCHEDULE OF FEES

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

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

HOURLY RATES

ENGINEERS

Design Engineer	\$70 - 80
Project Engineer	80 - 90
Senior Project Engineer	90 - 105
Chief Senior Engineer	105 - 120
Principal Engineer	120 - 160

DESIGNERS

CAD Technician	65 - 75
Designer	75 - 85
Senior Designer	85 - 100

GIS

Technician	85 - 95
Senior GIS Manager	95 - 115

ENVIRONMENTAL PLANNER	115 - 130
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LAND SURVEYORS

Survey Tech	75 - 90
Chief Surveyor	95 - 115
Survey Crews	120 - 180

CONSTRUCTION MANAGEMENT

Technician	50 - 65
Construction Manager	65 - 80
Senior Construction Manager	80 - 110

COORDINATORS

Typist/Coordinator	50 - 75
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REIMBURSABLE EXPENSE: Computer time purchases, outside consultants, and independent laboratory tests which ENGINEER administrates will be charged at cost plus 10 percent. All expenses will be charged at cost plus 10 percent. Automobiles will be charged at 50 cents per mile. Copies of plans are 20 cents per square foot and mylar copies are \$1.25 per square foot.

EXHIBIT B

REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS

Contractor shall not:

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

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

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

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

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

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

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

JOHNSTOWN DOWNTOWN STREETSCAPE BUDGET - PHASE 3, PHASE 4, AND PARKING LOT											
EXHIBIT C											
Phase	PROJECTED LABOR HOURS					ANTICIPATED COSTS				Total	
	Proj. Mngr. (1)	Proj. Engr. (2)	Engr. Tech. (3)	Construction (4)	Clerical (5)	Labor	Travel (6)	Lodging	Meals		Consultants
<i>Bidding/Negotiating</i>						\$ 1,115	190		\$ 50		\$ 1,355
Pre-Bid Conference		5			5	\$ 4,208				\$ 3,585	\$ 7,793
Prebid Confresp./Addenda		32			8	\$ 520					\$ 520
Bid Opening		5				\$ 832					\$ 832
Bid Tabulation/Recommendation		8				\$ 6,875	190		\$ 50	\$ 3,585	\$ 10,500
Subtotal					13						
<i>Construction</i>						\$ 4,160				\$ 14,973	\$ 19,133
Shop Drawing Reviews		40				\$ 3,158	475		\$ 100		\$ 3,733
Precon/Coordination Meetings		30				\$ 105,600	3,000				\$ 108,600
Observation		8		960		\$ 4,132					\$ 4,132
Pay Application Review		8		30		\$ 880	60		\$ 50		\$ 990
Substantial/Final Walk Through		28		8		\$ 2,912					\$ 2,912
As-Built Drawings		106		998		\$ 120,842	3,535		\$ 150	\$ 14,973	\$ 139,500
Subtotal				998							
Total		157		1,011						\$ 18,558	\$ 150,000

Notes:	Fee Schedule	Direct Expenses	Bidding	Construction
Eric	\$ 150.00 per hour	(7)		
Michelle	\$ 104.00 per hour	(8)		
Taylor	\$ 120.00 per hour	(9)	\$ 1,000.00	\$ 3,500
Tim	\$ 110.00 per hour	(10)	\$ 2,585	\$ 11,473.00
Front Office	\$ 45.00 per hour	(11)		\$ 4,500
	Mileage-\$0.50/mile			\$ 14,058

130 Distance TST Office
60 Distance to Brighton
24 Anticipated Construction Time (Weeks)
For Observation Assume 5 Trips Per Week.

