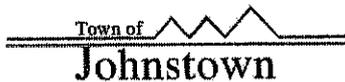


TOWN COUNCIL

MEETING

PACKET

February 19, 2014



Town Council

Agenda
Wednesday, February 19, 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 – February 3, 2014
 - B) Payment of Bills
 - C) January Financial Statements
 - D) ***2nd Reading** – Ordinance No. 2014-130, Annexing Certain Unincorporated Lands in a Portion of the Northeast ¼ of Section 22, and a Portion of Southwest ¼ 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 54.8± Acres
 - E) ***2nd Reading** - Ordinance No. 2014-131, Approval of Planned Unit Development Zoning of the Property Known as the Daily and Robbins Annexation Located in a Portion of the Northeast ¼ of Section 22 and a Portion of the Southwest ¼ of Section 23, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, and Containing Approximately 54.8± Acres
 - F) ***2nd Reading** –Ordinance No. 2014-132, An Ordinance to Allow a Deferral of Development Fees for Development Projects That Will Serve a Beneficial Public Purpose to the Town
- 7) **STAFF REPORTS**
- 8) **OLD BUSINESS**
- 9) **NEW BUSINESS**
 - A) Consider Retail Liquor Store License Renewal – Johnstown Liquor
 - B) Consider Resolution No. 2014-02, Approving 2534 Hotel Development Fee Deferral Agreement for Four Stripe Investment Partners, LLC
 - C) Consider Amended Public Improvement Development Agreements for Corbett Glen Filing Nos. 3 and 4
 - D) Consider Approval of Service and License Agreement for Website Update-CivicPlus
- 10) **COUNCIL REPORTS AND COMMENTS**
- 11) **MAYOR'S COMMENTS**
- 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.

WORKSESSION

- 1) Joint Work Session with Glenn A. Jones Memorial Library Board

AGENDA ITEMS 6A-F

CONSENT

AGENDA

- **Council Minutes – February 3, 2014**
 - **Payment of Bills**
 - **January Financial Statements**
 - **Ordinance No. 2014-130**
(Daily and Robbins Annexation)
(*2nd Reading)
 - **Ordinance No. 2014-131**
(Daily and Robbins Zoning)
(*2nd Reading)
 - **Ordinance No. 2014-132**
(Deferral of Development Fees)
(*2nd Reading)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 19, 2014

ITEM NUMBER: 6A-F

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 – February 3, 2014
- B) Payment of Bills
- C) January Financial Statements
- D) ***2nd Reading** – Ordinance No. 2014130, Annexing Certain Unincorporated Lands in a Portion of the Northeast ¼ of Section 22, and a Portion of the Southwest ¼ 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 54.8± Acres
- E) ***2nd Reading** – Ordinance No. 2014-131, Approval of Planned Unit Development Zoning of the Property Known as the Daily and Robbins Annexation Located in a Portion of the Northeast ¼ of Section 22 and a Portion of the Southwest ¼ of Section 23, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, and Containing Approximately 54.8± Acres
- F) ***2nd Reading** – Ordinance No. 2014-132, An Ordinance to Allow a Deferral of Development Fees for Development Projects That Will Serve a Beneficial Public Purpose to the Town

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

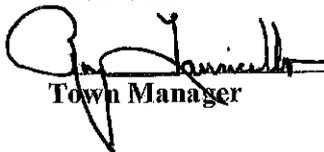
RECOMMENDED ACTION: Approve Consent Agenda

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, February 3, 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: Russ Anson, 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 Lebsack to amend the Agenda to add Item 9.D. Executive Session. Motion carried with a unanimous vote.

Consent Agenda

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

- January 22, 2014 - Town Council Meeting Minutes
- Consider 2014 Three-Mile Plan

Motion carried with a unanimous vote.

Old Business

A. Consider Hotel and Restaurant Liquor License Renewal for Ajuua Mexican Restaurant – Councilmember Lebsack made a motion seconded by Councilmember James to approve the hotel and restaurant liquor license for Ajuua Mexican Restaurant. Motion carried with a unanimous vote.

B. Continued Public Hearing – Daily and Robbins Annexation – This is a request for annexation of two parcels, Daily 39.5 acres and Robbins 15.3 acres which total 54.8 acres. The owner is also requesting PUD-R (Planned Unit Development-Residential) zoning.

Mayor Romanowski opened the Public Hearing at 7:31 p.m. and having no public comment closed the hearing at 7:33 p.m.

Consider Annexation Agreement – Councilmember James made a motion seconded by Councilmember Townsend to approve the Annexation Agreement. Motion carried with a unanimous vote.

Consider Resolution No. 2014-01 – Findings of Fact and Conclusions Based Thereon with Respect to the Daily and Robbins Annexation – Councilmember Mellon made a motion seconded by Councilmember Berg to approve Resolution 2014-01. Motion carried with a unanimous vote.

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. Councilmember Mellon made a motion seconded by Councilmember Molinar Jr. to approve Ordinance No. 2014-130 on first reading. Motion carried with a unanimous vote.

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) 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. Councilmember Berg made a motion seconded by Councilmember James to approve Ordinance Number 2014-131 on first reading. Motion carried with a unanimous vote.

New Business

A. Public Hearing – Consider Transfer of Ownership for Casey’s – Bandl, LLC, a Colorado limited liability company, has submitted an application to the Town for a Transfer of Ownership for Casey’s and, pursuant to state law, for any transfer of ownership, application must be made to the State and local licensing authorities.

Mayor Romanowski opened the Public Hearing at 7:41 p.m. and having no public comment closed the hearing at 7:50 p.m.

Councilmember James made a motion seconded by Councilmember Townsend to approve the application for the Transfer of Ownership for Casey’s. Motion carried with a unanimous vote.

B. Public Hearing – Consider Ordinance No. 2014-132, An Ordinance to Allow a Deferral of Development Fees for Development Projects that Will Serve a Beneficial Public Purpose to the Town – This Ordinance will allow Town Council to defer the payment of development fees – building permit fees, use tax, and impact fees, provided that such action will be for a public purpose. A public purpose may include, without limitation, providing the public with significant social, economic, or cultural benefits. The intent is to allow an incentive to a developer and thereby encourage the development of projects that can provide significant benefits to the Town.

Mayor Romanowski opened the Public Hearing at 7:51 p.m. and having no public comment closed the hearing at 8:00 p.m.

Councilmember Lebsack made a motion seconded by Councilmember Berg to approve Ordinance No. 2014-132 on first reading. Motion carried with a unanimous vote.

C. Consider Fee Agreement for Legal Representation for the Town of Johnstown – Avi S. Rocklin, LLC – Councilmember Berg made a motion seconded by Councilmember Townsend to approve the fee agreement with Avi S. Rocklin, LLC for legal representation services for the Town of Johnstown and authorize the Mayor to sign it. Motion carried with a unanimous vote.

D. Executive Session – 8:11 p.m. Councilmember James made a motion seconded by Councilmember Lebsack to recess into Executive Session for discussion of a personnel matter under Section 24-6-402(4)(f), C.R.S. (and not involving: (a) any specific employees who have requested discussion of the matter in open session; (b) any member of the Town Board (or body); (c) the appointment of any person to fill an office of the Town Board (or body); or (d) personnel policies that do not require discussion of matters personal to particular employees.) Motion carried with a unanimous vote.

Mayor Romanowski reopened the meeting at 8:40 p.m. and stated the only item discussed was a personnel matter.

There being no further business to come before the Council the meeting adjourned at 8:45 p.m.

Mayor

Town Clerk/Treasurer

**PAYMENT
OF
BILLS**

BILLS SUBMITTED FOR PAYMENT - FEBRUARY 2014		
A KID'S PLACE		
ACE HARDWARE		\$ 156.00
ANDERSON DERR, P.C.		\$ 384.30
ALL COPY PRODUCTS		\$ 7,500.00
AMSAN		\$ 952.33
ANSON, R RUSSELL		\$ 1,103.59
		\$ 7,614.50
	TOWN ASSIGNMENT	\$ 4,085.00
	ADVOCATE HOMES	\$ 1,053.00
	WILLOW CREEK	\$ 234.00
	WOODWARD	\$ 234.00
	STROH FARMS	\$ 156.00
	CLEARVIEW	\$ 39.00
	CORBETT GLEN	\$ 370.50
	JOHNSTOWN FARMS	\$ 19.50
	DAILY ROBBINS	\$ 1,014.00
	2534 HOTEL	\$ 409.50
BATTERIES PLUS		\$ 67.90
BAJA BROADBAND		\$ 405.35
BIG R STORES		\$ 130.93
BIG THOMPSON DITCH AND MANUFACTURING CO		\$ 8,686.73
BRANDON COPELAND		\$ 585.00
BRENT, RICK & SALLY (REFUND)		\$ 74.65
CASELLE		\$ 640.00
CDR PROPANE		\$ 5,313.00
CENURY LINK		\$ 319.25
CHARLES, CODY & MICHON (REFUND)		\$ 50.00
CHURCHILL-ROLF, Michelle		\$ 15.00
CINTAS		\$ 342.23
CITO'S GRADING & TRUCKING		\$ 761.00
CITY OF FORT COLLINS		\$ 4,205.03
COLORADO ANALYTICAL		\$ 418.00
COLORADO ASSOCIATION OF PERMIT TECHS		\$ 25.00
COLORADO INSPECTION CONNECTION		\$ 4,500.00
CONSOLIDATED HOME SUPPLY DITCH & RESERVOIR CO		\$ 58,924.50
COREN PRINTING		\$ 150.00
DILLER MECHANICAL		\$ 670.00
DPC INDUSTRIES		\$ 12,650.74
ERGOMED		\$ 195.00
FIRST CARE PHYSICIANS		\$ 61.00
FIRST CLASS SECURITY SYSTEMS		\$ 78.90
FIRST NATIONAL BANK OF OMAHA		\$ 9.99
G&K SERVICES		\$ 249.08
GARCIA, NICHOLAS & ASHLEY (REFUND)		\$ 69.79
GLENN A JONES, LIBRARY		\$ 29,616.67
GRANIGER		\$ 1,014.56
GREYSTONE TECHNOLOGY GROUP		\$ 1,075.00
HAYS MARKET		\$ 360.32
HELTON & WILLIAMSEN		\$ 8,392.50
HILL & ROBBINS		\$ 7,213.57
HINSHAW, MICHAEL (REFUND)		\$ 39.13
IMS HEATING & AIR		\$ 490.00
INTERNATIONAL ASSOC. OF AUTO THEFT INVESTIGATORS		\$ 40.00
JENSEN ARMS		\$ 110.00
JOHANSON, DAN (REFUND)		\$ 51.66
JOHNSTOWN BREEZE		\$ 684.46
KINSCO		\$ 324.44
LANCE GRAPHICS		\$ 597.00
LARIMER HUMANE SOCIETY		\$ 895.00
LAZAR, MICHAEL		\$ 1,000.00

LOWE'S		\$	633.77	
MARES AUTO		\$	128.00	
MARIPOSA		\$	85.00	
MANENTI LAWN & SPRINKLER		\$	4,097.50	
MOLINAR, RENEE (REFUND)		\$	15.00	
MOSEER, RANDEL (REFUND)		\$	35.00	
MOUNTAIN STATES PIPE & SUPPLY		\$	8,512.00	
NALCO COMPANY		\$	2,356.69	
NAPA AUTO PARTS		\$	769.25	
NORTH FRONT RANGE MPO		\$	269.10	
NORTH FRONT RANGE WATER QUALITY		\$	1,962.00	
NORTHERN COLORADO WATER CONSERVANCY DISTRICT		\$	461.25	
PAETEC		\$	1,704.79	
PARLANT TECHNOLOGY		\$	3,510.00	
PITNEY BOWES		\$	106.32	
POUDRE VALLEY REA		\$	8,764.48	
PURCHASE POWER		\$	184.80	
QUILL		\$	94.99	
REPORTER-HERALD		\$	44.20	
REX OIL		\$	2,812.82	
ROCKY MOUNTAIN DIVISION OF IAI		\$	30.00	
ROCKLIN, AVI S. (LAW OFFICE)		\$	2,057.50	
	TOWN ASSIGNMENT	\$	387.50	
	FEE AWARD APPEAL	\$	122.50	
	LARSON	\$	1,547.50	
SKYBEAM		\$	204.35	EST
STAMP FULFILLMENT		\$	1,130.75	
TOSCNO, UMBERTO & VERA (REFUND)		\$	51.77	
UNITED POWER		\$	1,482.36	
UTILITY NOTIFICATION CENTER OF COLORADO		\$	306.00	
VERIZON WIRELESS		\$	1,247.21	
VIFQUAIN, JAMES (REFUND)		\$	3.00	
VOLVO RENTS		\$	513.67	
WAL-MART		\$	20.23	
WASTE MANAGEMENT		\$	36,704.82	
WEAR PARTS & EQUIPMENT CO.		\$	2,043.09	
WELD COUNTY CHIEF'S OF POLICE ASSOC.		\$	35.00	
WINTERS, HELLERICH & HUGHES		\$	3,200.00	
XCEL ENERGY		\$	50,992.81	
YOST CLEANING		\$	1,972.00	
	TOTAL	\$	307,754.62	

**JANUARY
FINANCIAL
STATEMENTS**

EXECUTIVE SUMMARY JANUARY 2014

8.00%

	Actual	Budget	Variance	%
GENERAL				
<u>Revenues</u>	441,775.00	6,523,400.00	6,081,625.00	7%
<u>Expenditures</u>				
Legislative	81.00	36,600.00	36,519.00	0%
Judicial	20.00	30,400.00	30,380.00	0%
Elections	-	20,000.00	20,000.00	0%
Administration	16,413.00	362,000.00	345,587.00	5%
Planning & Zoning	11,038.00	167,500.00	156,462.00	7%
Police	105,600.00	1,718,200.00	1,612,600.00	6%
Protective Inspections	2,736.00	223,200.00	220,464.00	1%
Streets	28,009.00	1,142,800.00	1,114,791.00	2%
Cemetery	163.00	41,200.00	41,037.00	0%
Animal Control	4,781.00	81,500.00	76,719.00	6%
Senior Coordinator	3,230.00	55,500.00	52,270.00	6%
Parks	163.00	57,800.00	57,637.00	0%
Community	867.00	1,602,500.00	1,601,633.00	0%
Transfers	29,617.00	927,600.00	897,983.00	3%
<u>Total Expenditures</u>	202,718.00	6,466,800.00	6,264,082.00	3%
 Excess Revenues over Expenditures	 239,057.00			

EXECUTIVE SUMMARY JANUARY 2014

8.00%

	Actual	Budget	Variance	%
WATER				
<u>Revenues</u>	200,944.00	1,992,300.00	1,791,356.00	10%
<u>Expenditures</u>				
Administration	7,131.00	211,600.00	204,469.00	3%
Operations	34,498.00	1,441,700.00	1,407,202.00	2%
Transfer	-	90,000.00	90,000.00	0%
	41,629.00	1,743,300.00	1,701,671.00	2%
Excess Revenues over Expenditures	159,315.00			
Debt Services	1,414,536.00	1,415,000.00	664.00	100%

EXECUTIVE SUMMARY JANUARY 2014

100.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WASTEWATER				
<u>Revenues</u>	143,820.00	1,267,500.00	1,123,680.00	11%
<u>Expenditures</u>				
Administration	16,151.00	300,300.00	284,149.00	5%
Operation	139,958.00	1,932,700.00	1,792,742.00	7%
	156,109.00	2,233,000.00	2,076,891.00	7%
Excess Revenues over Expenditures	(12,289.00)			

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	12.94	12.94	2,860,000.00	2,859,987.06	.0
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	18,422.95	18,422.95	190,000.00	171,577.05	9.7
01-01-4030-00 FRANCHISE TAXES	25,620.87	25,620.87	290,000.00	264,379.13	8.8
01-01-4040-00 PENALTIES & INTEREST	3.86	3.86	4,000.00	3,996.14	.1
01-01-4070-00 SALES TAX	201,014.10	201,014.10	1,825,000.00	1,623,985.90	11.0
01-01-4080-00 SEVERANCE TAX	.00	.00	50,000.00	50,000.00	.0
TOTAL TAXES	245,074.72	245,074.72	5,219,000.00	4,973,925.28	4.7
<u>LICENSES & PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	3.75	3.75	400.00	396.25	.9
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	6,500.00	6,500.00	9,000.00	2,500.00	72.2
01-02-4130-00 BUILDING PERMITS	59,505.11	59,505.11	280,000.00	220,494.89	21.3
01-02-4140-00 DOG LICENSE & PERMITS OTHE	314.00	314.00	2,100.00	1,786.00	15.0
01-02-4150-00 FINGERPRINTING	10.00	10.00	300.00	290.00	3.3
TOTAL LICENSES & PERMITS	66,332.86	66,332.86	291,800.00	225,467.14	22.7
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	1,257.30	1,257.30	13,500.00	12,242.70	9.3
01-03-4220-00 HIGHWAY USERS TAX	28,464.67	28,464.67	330,000.00	301,535.33	8.6
01-03-4230-00 ADD. VEH. REG. FEE	3,286.00	3,286.00	37,000.00	33,714.00	8.9
01-03-4240-00 COUNTY ROAD & BRIDGE	.00	.00	65,000.00	65,000.00	.0
TOTAL INTERGOVERNMENTAL	33,007.97	33,007.97	445,500.00	412,492.03	7.4
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOTS AND CARE	2,523.00	2,523.00	18,000.00	15,477.00	14.0
01-04-4320-00 TRASH CHARGES	36,623.50	36,623.50	360,000.00	323,376.50	10.2
01-04-4330-00 OTHER SERVICES	(5,703.81)	(5,703.81)	1,500.00	7,203.81	(380.3)
01-04-4340-00 FISHING PERMITS	.00	.00	600.00	600.00	.0
TOTAL CHARGES FOR SERVICES	33,442.69	33,442.69	380,100.00	346,667.31	8.8
<u>FINES</u>					
01-05-4410-00 MUNICIPAL COURT FINES & FE	7,862.00	7,862.00	55,000.00	47,138.00	14.3
01-05-4420-00 SURCHARGE	940.36	940.36	5,500.00	4,559.64	17.1
TOTAL FINES	8,802.36	8,802.36	60,500.00	51,697.64	14.6

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-06-4510-00 COMM. CENTER RENTAL FEES	2,605.00	2,605.00	5,500.00	2,895.00	47.4
01-06-4530-00 REFUND OF EXPENDITURES	62.02	62.02	5,000.00	4,937.98	1.2
01-06-4570-00 SCHOOL DISTRICT	.00	.00	24,000.00	24,000.00	.0
TOTAL MISCELLANEOUS	2,667.02	2,667.02	34,500.00	31,832.98	7.7
<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00 EARNINGS ON INVESTMENTS	14,614.20	14,614.20	42,000.00	27,385.80	34.8
TOTAL EARNINGS ON INVESTMENTS	14,614.20	14,614.20	42,000.00	27,385.80	34.8
<u>TAXES</u>					
01-08-4520-00 TRANSFER FROM WATER FUND	.00	.00	45,000.00	45,000.00	.0
01-08-4530-00 DEVELOPERS COST PAYMENT	37,832.81	37,832.81	5,000.00	32,832.81	756.7
TOTAL TAXES	37,832.81	37,832.81	50,000.00	12,167.19	75.7
TOTAL FUND REVENUE	441,774.63	441,774.63	6,523,400.00	6,081,625.37	6.8

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00 BOARD MEMBERS COMPENSATION	.00	.00	22,800.00	22,800.00	.0
01-10-5050-00 PAYROLL TAXES	.00	.00	1,800.00	1,800.00	.0
01-10-5070-00 WORKMEN'S COMPENSATION	81.34	81.34	900.00	818.66	9.0
01-10-6522-00 INSURANCE	.00	.00	700.00	700.00	.0
01-10-6544-03 EQUIPMENT/SOFTWARE - IPADS	.00	.00	5,000.00	5,000.00	.0
01-10-8016-00 PROFESSIONAL SERVICES	.00	.00	5,400.00	5,400.00	.0
TOTAL LEGISLATIVE	81.34	81.34	36,600.00	36,518.66	.2
<u>JUDICIAL</u>					
01-15-5011-00 SAL-JUDGE	.00	.00	10,000.00	10,000.00	.0
01-15-5012-00 SAL-PROS. ATT.	.00	.00	19,700.00	19,700.00	.0
01-15-6505-00 OFFICE EXPENSES	19.99	19.99	600.00	580.01	3.3
01-15-8016-00 PROFESSIONAL SERVICES	.00	.00	100.00	100.00	.0
TOTAL JUDICIAL	19.99	19.99	30,400.00	30,380.01	.1
<u>ELECTIONS</u>					
01-20-6413-00 PUBLISHING	.00	.00	700.00	700.00	.0
01-20-6526-00 SUPPLIES	.00	.00	12,500.00	12,500.00	.0
01-20-8017-00 ELECTION JUDGES	.00	.00	800.00	800.00	.0
01-20-8018-00 COORDINATING W/WELD CTY	.00	.00	6,000.00	6,000.00	.0
TOTAL ELECTIONS	.00	.00	20,000.00	20,000.00	.0

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	5,639.46	5,639.46	75,400.00	69,760.54	7.5
01-25-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
01-25-5011-00 PART TIME OFFICE	.00	.00	3,700.00	3,700.00	.0
01-25-5015-00 CLEANING SALARIES	216.67	216.67	3,500.00	3,283.33	6.2
01-25-5025-00 MANAGER	3,587.30	3,587.30	48,500.00	44,912.70	7.4
01-25-5050-00 PAYROLL TAXES	688.30	688.30	9,900.00	9,211.70	7.0
01-25-5060-00 RETIREMENT FUND	694.95	694.95	9,100.00	8,405.05	7.6
01-25-5065-00 HEALTH INSURANCE	2,079.48	2,079.48	30,000.00	27,920.52	6.9
01-25-5070-00 WORKMAN'S COMPENSATION	54.23	54.23	600.00	545.77	9.0
01-25-6010-00 UTILITIES	.00	.00	5,000.00	5,000.00	.0
01-25-6505-00 OFFICE EXPENSE	189.42	189.42	8,000.00	7,810.58	2.4
01-25-6506-00 UTILITY BILL MAILING	301.52	301.52	3,700.00	3,398.48	8.2
01-25-6510-00 TELEPHONE	.00	.00	2,100.00	2,100.00	.0
01-25-6511-00 TRAINING	.00	.00	1,000.00	1,000.00	.0
01-25-6513-00 PUBLISHING	.00	.00	6,000.00	6,000.00	.0
01-25-6515-00 DUES AND SUBSCRIPTIONS	2,025.00	2,025.00	2,800.00	775.00	72.3
01-25-6518-00 CLEANING SUPPLIES	.00	.00	1,500.00	1,500.00	.0
01-25-6520-00 MILEAGE & EXPENSES	126.58	126.58	2,200.00	2,073.42	5.8
01-25-6522-00 INSURANCE & BONDS	.00	.00	13,800.00	13,800.00	.0
01-25-6544-04 CAPITAL OUTLAY- COMPUTER	.00	.00	1,000.00	1,000.00	.0
01-25-6544-05 SOFTWARE	.00	.00	7,500.00	7,500.00	.0
01-25-6544-07 MISC. OFFICE EQPT.	.00	.00	700.00	700.00	.0
01-25-7020-00 MAINTENANCE & REPAIRS	.00	.00	3,500.00	3,500.00	.0
01-25-8010-00 AUDIT	.00	.00	8,900.00	8,900.00	.0
01-25-8012-00 COMPUTER PROFESSIONAL SERV	437.33	437.33	14,000.00	13,562.67	3.1
01-25-8014-00 LEGAL	.00	.00	40,000.00	40,000.00	.0
01-25-8015-00 TAPING MEETINGS	287.50	287.50	6,200.00	5,912.50	4.6
01-25-8016-00 SALARY STUDY FEES	.00	.00	800.00	800.00	.0
01-25-8017-00 PROFESSIONAL SERVICES	85.00	85.00	6,000.00	5,915.00	1.4
01-25-8019-00 TREASURER'S FEES	.16	.16	45,000.00	44,999.84	.0
01-25-9028-00 COMMUNICATIONS	.00	.00	1,000.00	1,000.00	.0
 TOTAL ADMINISTRATION	 16,412.90	 16,412.90	 362,000.00	 345,587.10	 4.5

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & ZONING</u>					
01-30-5010-00 SALARIES	8,019.76	8,019.76	104,600.00	96,580.24	7.7
01-30-5050-00 PAYROLL TAXES	606.22	606.22	8,100.00	7,493.78	7.5
01-30-5060-00 RETIREMENT FUND	740.66	740.66	9,700.00	8,959.34	7.6
01-30-5065-00 HEALTH INSURANCE	1,281.08	1,281.08	18,300.00	17,018.92	7.0
01-30-5070-00 WORKMENS COMPENSATION	162.68	162.68	1,300.00	1,137.32	12.5
01-30-6010-00 UTILITIES	.00	.00	2,800.00	2,800.00	.0
01-30-6505-00 OFFICE SUPPLIES	53.77	53.77	2,300.00	2,246.23	2.3
01-30-6510-00 TELEPHONE	.00	.00	1,300.00	1,300.00	.0
01-30-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-30-6513-00 PUBLISH/RECORD	.00	.00	200.00	200.00	.0
01-30-6515-00 DUES/SUBSCRIPTIONS	.00	.00	800.00	800.00	.0
01-30-6520-00 MILEAGE & EXPENSES	.00	.00	100.00	100.00	.0
01-30-6522-00 INSURANCE AND BONDS	.00	.00	2,100.00	2,100.00	.0
01-30-6544-01 GIS PLOTTER/GIS CAM	.00	.00	3,200.00	3,200.00	.0
01-30-6544-04 MACHINERY AND EQPT.	.00	.00	1,700.00	1,700.00	.0
01-30-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-30-8016-00 PROFESSIONAL SERVICES	173.65	173.65	10,000.00	9,826.35	1.7
TOTAL PLANNING & ZONING	11,037.82	11,037.82	167,500.00	156,462.18	6.6

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	66,466.98	66,466.98	922,000.00	855,533.02	7.2
01-35-5010-03 OVERTIME PAY	948.90	948.90	20,000.00	19,061.10	4.7
01-35-5013-00 CLERICAL SALARIES	4,378.62	4,378.62	62,000.00	57,621.38	7.1
01-35-5050-00 PAYROLL TAXES	5,344.56	5,344.56	76,800.00	71,455.44	7.0
01-35-5060-00 RETIREMENT	3,955.39	3,955.39	65,000.00	61,044.61	6.1
01-35-5065-00 HEALTH INSURANCE	19,486.37	19,486.37	290,200.00	270,713.63	6.7
01-35-5070-00 WORKMEN'S COMPENSATION	3,985.66	3,985.66	38,000.00	34,014.34	10.5
01-35-6010-00 UTILITIES	.00	.00	16,400.00	16,400.00	.0
01-35-6505-00 OFFICE EXPENSE	.00	.00	6,000.00	6,000.00	.0
01-35-6510-00 TELEPHONE	.00	.00	9,100.00	9,100.00	.0
01-35-6511-00 TRAINING	275.00	275.00	10,000.00	9,725.00	2.8
01-35-6513-00 PUBLISHING	.00	.00	500.00	500.00	.0
01-35-6515-00 DUES AND SUBSCRIPTIONS	.00	.00	1,200.00	1,200.00	.0
01-35-6518-00 CLEANING SERVICES	542.00	542.00	8,100.00	7,558.00	6.7
01-35-6522-00 INSURANCE AND BONDS	.00	.00	44,000.00	44,000.00	.0
01-35-6524-00 GAS AND OIL	.00	.00	38,000.00	38,000.00	.0
01-35-6526-00 OPERATING SUPPLIES	.00	.00	6,000.00	6,000.00	.0
01-35-6527-00 UNIFORMS AND CLEANING	.00	.00	5,000.00	5,000.00	.0
01-35-6528-00 WELD COUNTY MAINT. AGREEME	.00	.00	8,000.00	8,000.00	.0
01-35-6544-02 COMPUTER SYSTEMS	.00	.00	2,500.00	2,500.00	.0
01-35-6544-04 RADAR GUNS	.00	.00	4,900.00	4,900.00	.0
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	.00	2,600.00	2,600.00	.0
01-35-6544-09 SHOOTING RANGE SUPPLIES	.00	.00	3,600.00	3,600.00	.0
01-35-6544-10 OFFICE IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
01-35-6544-11 POLICE VEHICLE/EQPT.	.00	.00	7,500.00	7,500.00	.0
01-35-7010-00 BLDG. REPAIR & MAINT.	.00	.00	8,000.00	8,000.00	.0
01-35-7020-00 REPAIRS AND MAINTENANCE	.00	.00	10,000.00	10,000.00	.0
01-35-8012-00 COMP. PROFESSIONAL SERVICE	216.50	216.50	12,900.00	12,683.50	1.7
01-35-8014-00 LEGAL	.00	.00	1,500.00	1,500.00	.0
01-35-8016-00 PROFESSIONAL SERVICES	.00	.00	5,500.00	5,500.00	.0
01-35-8017-00 JUVENILE ASSESSMENT CENTER	.00	.00	5,400.00	5,400.00	.0
01-35-8021-00 COMP. LINK TO RECORDS	.00	.00	8,000.00	8,000.00	.0
01-35-9022-00 JAIL FEES	.00	.00	1,500.00	1,500.00	.0
01-35-9028-00 COMMUNITY SERVICES	.00	.00	8,400.00	8,400.00	.0
TOTAL POLICE	105,599.98	105,599.98	1,718,200.00	1,612,800.02	6.2

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	1,671.49	1,671.49	88,600.00	86,928.51	1.9
01-40-5050-00 PAYROLL TAXES	126.04	126.04	6,800.00	6,673.96	1.9
01-40-5060-00 RETIREMENT	70.79	70.79	3,900.00	3,829.21	1.8
01-40-5065-00 HEALTH INSURANCE	341.06	341.06	23,800.00	23,458.94	1.4
01-40-5070-00 WORKMEN'S COMPENSATION	81.34	81.34	4,100.00	4,018.66	2.0
01-40-6010-00 UTILITIES	.00	.00	3,200.00	3,200.00	.0
01-40-6505-00 OFFICE EXPENSE	120.48	120.48	3,500.00	3,379.52	3.4
01-40-6510-00 TELEPHONE	.00	.00	1,700.00	1,700.00	.0
01-40-6511-00 TRAINING	75.00	75.00	600.00	525.00	12.5
01-40-6513-00 PUBLISHING	.00	.00	500.00	500.00	.0
01-40-6515-00 DUES & SUBSCRIPTIONS	.00	.00	200.00	200.00	.0
01-40-6518-00 CLEANING & SUPPLIES	.00	.00	700.00	700.00	.0
01-40-6522-00 INSURANCE AND BONDS	.00	.00	8,600.00	8,500.00	.0
01-40-6524-00 GAS AND OIL	.00	.00	2,700.00	2,700.00	.0
01-40-6526-00 OPERATING SUPPLIES	.00	.00	2,000.00	2,000.00	.0
01-40-6544-02 COMPUTER	.00	.00	1,500.00	1,500.00	.0
01-40-6544-09 NEXTEL PHONES REPLACEMENT	.00	.00	200.00	200.00	.0
01-40-7020-00 REPAIR & MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
01-40-8012-00 COMP. PROF. SERVICES	250.44	250.44	3,200.00	2,949.56	7.8
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	.00	.00	65,000.00	65,000.00	.0
TOTAL PROTECTIVE INSPECTIONS	2,736.64	2,736.64	223,200.00	220,463.36	1.2

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-5010-00 SALARIES	14,279.98	14,279.98	261,900.00	247,620.02	5.5
01-45-5010-03 OVERTIME	1,853.90	1,853.90	5,500.00	3,846.10	33.7
01-45-5015-00 PART-TIME SALARIES	.00	.00	15,000.00	15,000.00	.0
01-45-5050-00 PAYROLL TAXES	1,192.10	1,192.10	22,000.00	20,807.90	5.4
01-45-5060-00 RETIREMENT FUND	981.63	981.63	17,800.00	16,818.37	5.5
01-45-5065-00 HEALTH INSURANCE	4,196.34	4,196.34	80,000.00	75,803.88	5.3
01-45-5070-00 WORKMEN'S COMPENSATION	976.08	976.08	16,000.00	15,023.92	6.1
01-45-6010-00 UTILITIES	.00	.00	15,000.00	15,000.00	.0
01-45-6015-00 UTILITIES - STREET LIGHTIN	.00	.00	218,000.00	218,000.00	.0
01-45-6505-00 OFFICE EXPENSE	.00	.00	500.00	500.00	.0
01-45-6510-00 TELEPHONE	202.32	202.32	3,000.00	2,797.88	6.7
01-45-6511-00 TRAINING	.00	.00	800.00	800.00	.0
01-45-6515-00 DUES & SUBSCRIPTIONS	.00	.00	300.00	300.00	.0
01-45-6518-00 CLEANING SUPPLIES	.00	.00	1,500.00	1,500.00	.0
01-45-6522-00 INSURANCE AND BONDS	.00	.00	24,000.00	24,000.00	.0
01-45-6524-00 GAS & OIL	3,190.00	3,190.00	22,500.00	19,310.00	14.2
01-45-6526-00 OPERATING SUPPLIES	.00	.00	4,500.00	4,500.00	.0
01-45-6530-00 SNOW AND ICE REMOVAL	115.09	115.09	20,000.00	19,884.91	.8
01-45-6532-00 TRASH SERVICE	.00	.00	360,000.00	360,000.00	.0
01-45-6534-00 WEED CONTROL	.00	.00	6,000.00	6,000.00	.0
01-45-6536-00 STREET SIGNS	.00	.00	4,000.00	4,000.00	.0
01-45-6544-03 EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-45-6544-06 HOLIDAY DECORATIONS	.00	.00	5,000.00	5,000.00	.0
01-45-6544-07 TOOLS	.00	.00	3,500.00	3,500.00	.0
01-45-6544-09 SAFETY EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-45-7020-00 REP & MAINT - EQUIP & BLDG	918.49	918.49	20,000.00	19,081.51	4.6
01-45-7030-00 REPAIR & MAINT. BLDGS.	.00	.00	5,000.00	5,000.00	.0
01-45-8016-00 PROFESSIONAL SERVICES	102.61	102.61	3,000.00	2,897.39	3.4
TOTAL STREETS	28,008.54	28,008.54	1,142,800.00	1,114,791.46	2.5

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
01-50-5015-00 SALARIES	.00	.00	11,500.00	11,500.00	.0
01-50-5050-00 PAYROLL TAXES	.00	.00	900.00	900.00	.0
01-50-5070-00 WORKMEN'S COMPENSATION	162.68	162.68	1,200.00	1,037.32	13.6
01-50-6513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-6522-00 INSURANCE	.00	.00	1,800.00	1,800.00	.0
01-50-6524-00 GAS & OIL	.00	.00	1,500.00	1,500.00	.0
01-50-6526-00 SUPPLIES	.00	.00	1,500.00	1,500.00	.0
01-50-6533-00 TREE TRIMMING	.00	.00	3,800.00	3,800.00	.0
01-50-6534-00 FERTILIZER & WEED CONTROL	.00	.00	4,700.00	4,700.00	.0
01-50-6544-01 MOWER DECK	.00	.00	3,500.00	3,500.00	.0
01-50-6544-02 HAND MOWER	.00	.00	1,000.00	1,000.00	.0
01-50-6544-05 TOOLS	.00	.00	400.00	400.00	.0
01-50-6544-06 TREES	.00	.00	1,500.00	1,500.00	.0
01-50-6544-07 BLOWER BACK PACK	.00	.00	1,000.00	1,000.00	.0
01-50-7020-00 REPAIRS AND MAINTENANCE	.00	.00	3,200.00	3,200.00	.0
01-50-7025-00 SPRINKLER REPAIR	.00	.00	3,000.00	3,000.00	.0
01-50-8016-00 PROFESSIONAL SERVICES	.00	.00	400.00	400.00	.0
TOTAL CEMETERY	162.68	162.68	41,200.00	41,037.32	.4
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	3,310.30	3,310.30	45,300.00	41,989.70	7.3
01-55-5010-03 OVERTIME	.00	.00	200.00	200.00	.0
01-55-5050-00 PAYROLL TAXES	249.58	249.58	3,500.00	3,250.42	7.1
01-55-5060-00 RET BEN	140.20	140.20	2,000.00	1,859.80	7.0
01-55-5065-00 HEALTH BEN	681.74	681.74	9,400.00	8,718.26	7.3
01-55-5070-00 WORKMENS COMPENSATION	244.02	244.02	1,000.00	755.98	24.4
01-55-6522-00 INSURANCE	.00	.00	1,900.00	1,900.00	.0
01-55-6524-00 GAS AND OIL	.00	.00	3,500.00	3,500.00	.0
01-55-6526-00 SUPPLIES	155.28	155.28	1,200.00	1,044.72	12.9
01-55-7020-00 REPAIR & MAINTENANCE	.00	.00	500.00	500.00	.0
01-55-7030-00 WEED/NUISANCE CONTROL	.00	.00	8,000.00	8,000.00	.0
01-55-8016-00 PROFESSIONAL SERVICES	.00	.00	5,000.00	5,000.00	.0
TOTAL ANIMAL CONTROL	4,781.12	4,781.12	81,500.00	76,718.88	5.9

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	2,525.51	2,525.51	35,900.00	33,374.49	7.0
01-60-5050-00 PAYROLL TAXES	193.20	193.20	2,800.00	2,606.80	6.9
01-60-5070-00 WORKMEN'S COMPENSATION	244.02	244.02	2,400.00	2,155.98	10.2
01-60-6010-00 UTILITIES	.00	.00	3,600.00	3,600.00	.0
01-60-6510-00 TELEPHONE	.00	.00	1,300.00	1,300.00	.0
01-60-6520-00 MILEAGE	65.00	65.00	2,900.00	2,835.00	2.2
01-60-6522-00 INSURANCE	.00	.00	1,400.00	1,400.00	.0
01-60-7020-00 REPAIR & MAINTENANCE	202.00	202.00	5,200.00	4,998.00	3.9
TOTAL SENIOR COORDINATOR PROGRAM	3,229.73	3,229.73	55,500.00	52,270.27	5.8
<u>PARKS</u>					
01-65-5015-00 PART-TIME SALARIES	.00	.00	21,000.00	21,000.00	.0
01-65-5050-00 PAYROLL TAXES	.00	.00	1,600.00	1,600.00	.0
01-65-5070-00 WORKMEN'S COMPENSATION	162.68	162.68	1,100.00	937.32	14.8
01-65-6010-00 UTILITIES	.00	.00	6,000.00	6,000.00	.0
01-65-6511-00 TRAINING	.00	.00	300.00	300.00	.0
01-65-6522-00 INSURANCE AND BONDS	.00	.00	2,000.00	2,000.00	.0
01-65-6524-00 GAS AND OIL	.00	.00	1,500.00	1,500.00	.0
01-65-6526-00 SUPPLIES	.00	.00	2,000.00	2,000.00	.0
01-65-6534-00 FERTILIZER AND WEED CONTROL	.00	.00	9,000.00	9,000.00	.0
01-65-6542-00 PORTA-POTTIES	.00	.00	2,500.00	2,500.00	.0
01-65-6544-01 MOWER	.00	.00	1,000.00	1,000.00	.0
01-65-6544-02 SPIN TRIMMER	.00	.00	800.00	800.00	.0
01-65-7020-00 REPAIRS AND MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
01-65-7025-00 SPRINKLER REPAIRS	.00	.00	4,000.00	4,000.00	.0
TOTAL PARKS	162.68	162.68	57,800.00	57,637.32	.3
<u>LIBRARY</u>					
01-70-7000-00 TOWN SUPPORT-LIBRARY	29,616.67	29,616.67	355,400.00	325,783.33	8.3
TOTAL LIBRARY	29,616.67	29,616.67	355,400.00	325,783.33	8.3

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-75-6526-00	10.47	10.47	8,500.00	8,489.53	.1
01-75-7020-00	404.00	404.00	10,000.00	9,596.00	4.0
01-75-7025-00	.00	.00	7,500.00	7,500.00	.0
01-75-7031-00	.00	.00	22,000.00	22,000.00	.0
01-75-7032-00	.00	.00	1,000,000.00	1,000,000.00	.0
01-75-7051-00	.00	.00	32,500.00	32,500.00	.0
01-75-7054-00	.00	.00	5,500.00	5,500.00	.0
01-75-7055-00	.00	.00	10,000.00	10,000.00	.0
01-75-7066-00	.00	.00	20,500.00	20,500.00	.0
01-75-7070-00	.00	.00	19,000.00	19,000.00	.0
01-75-7080-00	.00	.00	17,000.00	17,000.00	.0
01-75-7090-00	.00	.00	5,000.00	5,000.00	.0
01-75-7100-00	.00	.00	10,000.00	10,000.00	.0
01-75-7110-00	.00	.00	375,000.00	375,000.00	.0
01-75-7125-00	373.83	373.83	14,000.00	13,626.37	2.7
01-75-7129-00	.00	.00	18,500.00	18,500.00	.0
01-75-7130-00	78.90	78.90	5,000.00	4,921.10	1.6
01-75-7131-00	.00	.00	2,500.00	2,500.00	.0
01-75-7133-00	.00	.00	20,000.00	20,000.00	.0
TOTAL LEGISLATIVE	867.00	867.00	1,602,500.00	1,601,633.00	.1
<u>TRANSFERS OUT</u>					
01-80-7040-00	.00	.00	182,200.00	182,200.00	.0
01-80-7050-00	.00	.00	225,000.00	225,000.00	.0
01-80-7080-00	.00	.00	25,000.00	25,000.00	.0
01-80-7110-00	.00	.00	140,000.00	140,000.00	.0
TOTAL TRANSFERS OUT	.00	.00	572,200.00	572,200.00	.0
TOTAL FUND EXPENDITURES	202,717.09	202,717.09	6,466,800.00	6,264,082.91	3.1
NET REVENUE OVER EXPENDITURES	239,057.54	239,057.54	56,600.00	(182,457.54)	422.4

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
02-00-4310-00 WATER CHARGES	89,243.33	89,243.33	1,675,000.00	1,585,756.67	5.3
02-00-4320-00 WATER TAP FEES	19,067.00	19,067.00	.00 (	19,067.00)	.0
02-00-4322-00 RAW WATER DEV. FEE	72,000.00	72,000.00	.00 (	72,000.00)	.0
02-00-4330-00 MISCELLANEOUS	15,451.00	15,451.00	100,000.00	84,549.00	15.5
02-00-4610-00 EARNINGS ON INVESTMENTS	5,182.29	5,182.29	35,000.00	29,817.71	14.8
02-00-4830-00 TRANSFER FROM GENERAL FUND	.00	.00	182,300.00	182,300.00	.0
TOTAL SOURCE 00	200,943.62	200,943.62	1,992,300.00	1,791,356.38	10.1
 TOTAL FUND REVENUE	 200,943.62	 200,943.62	 1,992,300.00	 1,791,356.38	 10.1

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2014

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	2,571.06	2,571.06	37,200.00	34,628.94	6.9
02-25-5010-03 OVERTIME	.00	.00	300.00	300.00	.0
02-25-5015-00 PART-TIME SALARIES	83.67	83.67	3,700.00	3,616.33	2.3
02-25-5020-00 JANITORIAL SALARIES	216.67	216.67	2,700.00	2,483.33	8.0
02-25-5025-00 MANAGER	1,848.00	1,848.00	24,300.00	22,452.00	7.6
02-25-5050-00 PAYROLL TAXES	334.12	334.12	5,100.00	4,765.88	6.6
02-25-5060-00 RETIREMENT FUND	357.55	357.55	5,500.00	5,142.45	6.5
02-25-5065-00 HEALTH INSURANCE	1,087.67	1,087.67	16,000.00	14,912.33	6.8
02-25-5070-00 WORKMEN'S COMPENSATION	54.23	54.23	500.00	445.77	10.9
02-25-6010-00 UTILITIES	.00	.00	3,500.00	3,500.00	.0
02-25-6505-00 OFFICE EXPENSE	153.77	153.77	5,800.00	5,646.23	2.7
02-25-6506-00 UTILITY BILL MAILING	301.52	301.52	3,600.00	3,298.48	8.4
02-25-6510-00 TELEPHONE	.00	.00	1,800.00	1,800.00	.0
02-25-6511-00 TRAINING & MEETINGS	.00	.00	1,000.00	1,000.00	.0
02-25-6513-00 PUBLISHING	.00	.00	1,000.00	1,000.00	.0
02-25-6515-00 DUES AND SUBSCRIPTIONS	.00	.00	2,200.00	2,200.00	.0
02-25-6518-00 CLEANING SUPPLIES	.00	.00	800.00	800.00	.0
02-25-6520-00 MILEAGE & EXPENSES	.00	.00	500.00	500.00	.0
02-25-6522-00 INSURANCE & BONDS	.00	.00	6,200.00	6,200.00	.0
02-25-6544-02 CAPITAL OUTLAY - COMP. SOFT	.00	.00	6,000.00	6,000.00	.0
02-25-6544-04 COMPUTER	.00	.00	1,000.00	1,000.00	.0
02-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	200.00	200.00	.0
02-25-7020-00 REPAIR & MAINT.	.00	.00	1,000.00	1,000.00	.0
02-25-8010-00 AUDIT	.00	.00	5,700.00	5,700.00	.0
02-25-8011-00 PROF. SERV.-WATER ADJUDICATION	.00	.00	17,000.00	17,000.00	.0
02-25-8012-00 COMP. PROFESSIONAL SERVICES	122.44	122.44	7,500.00	7,377.56	1.6
02-25-8014-00 LEGAL	.00	.00	8,000.00	8,000.00	.0
02-25-8016-00 SALARY STUDY FEES	.00	.00	1,000.00	1,000.00	.0
02-25-8017-00 PROFESSIONAL SERVICES	.00	.00	40,000.00	40,000.00	.0
02-25-9028-00 COMMUNICATIONS	.00	.00	2,500.00	2,500.00	.0
02-25-9460-00 98 BONDS	1,407,335.56	1,407,335.56	1,408,000.00	664.44	100.0
02-25-9460-01 INTEREST 1998 BONDS	7,200.00	7,200.00	7,200.00	.00	100.0
TOTAL ADMINISTRATION	1,421,666.26	1,421,666.26	1,626,800.00	205,133.74	87.4

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2014

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-5010-00 SALARIES	12,641.65	12,641.65	196,500.00	183,858.35	6.4
02-70-5010-03 OVERTIME	610.86	610.86	10,000.00	9,389.14	6.1
02-70-5015-00 PART TIME SALARIES	.00	.00	2,600.00	2,600.00	.0
02-70-5050-00 PAYROLL TAXES	991.03	991.03	16,000.00	15,008.97	6.2
02-70-5060-00 RETIREMENT FUND	630.61	630.61	11,000.00	10,369.39	5.7
02-70-5065-00 HEALTH INSURANCE	3,429.81	3,429.81	54,500.00	51,070.19	6.3
02-70-5070-00 WORKMEN'S COMPENSATION	813.40	813.40	7,500.00	6,686.60	10.9
02-70-6010-00 UTILITIES	.00	.00	165,000.00	165,000.00	.0
02-70-6510-00 TELEPHONE	57.62	57.62	6,500.00	6,442.38	.9
02-70-6511-00 TRAINING	.00	.00	3,000.00	3,000.00	.0
02-70-6518-00 CLEANING SUPPLIES	.00	.00	1,500.00	1,500.00	.0
02-70-6522-00 INSURANCE	.00	.00	26,000.00	26,000.00	.0
02-70-6524-00 GAS AND OIL	.00	.00	14,500.00	14,500.00	.0
02-70-6526-00 OPERATING SUPPLIES	482.08	482.08	130,000.00	129,517.92	.4
02-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	.00	3,400.00	3,400.00	.0
02-70-6544-01 METER UPGRADE	14,142.34	14,142.34	95,000.00	80,857.66	14.9
02-70-6544-02 TOOLS	.00	.00	4,700.00	4,700.00	.0
02-70-6544-07 TESTING EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
02-70-6544-08 VEHICLE-PURCHASE	.00	.00	18,500.00	18,500.00	.0
02-70-6544-13 WATER PLANT IMPROVEMENTS	.00	.00	115,000.00	115,000.00	.0
02-70-6544-22 WATERLINE REPLACEMENT	.00	.00	40,000.00	40,000.00	.0
02-70-6544-29 INSTRUMENTATION UPGRADES	.00	.00	32,500.00	32,500.00	.0
02-70-6544-32 EMERGENCY WATER INTERCONNECT	.00	.00	150,000.00	150,000.00	.0
02-70-6544-36 FIRE HYDRANT REPAIRS	.00	.00	15,000.00	15,000.00	.0
02-70-6544-38 LONE TREE REPLACE PUMP/MOTORS	.00	.00	55,000.00	55,000.00	.0
02-70-7015-00 R&M WATERLINES	.00	.00	20,000.00	20,000.00	.0
02-70-7020-00 REPAIRS & MAINTENANCE	.00	.00	80,000.00	80,000.00	.0
02-70-7022-00 VEHICLE REPAIRS	545.31	545.31	4,000.00	3,454.69	13.6
02-70-7035-00 WATER ASSESMENT	.00	.00	96,000.00	96,000.00	.0
02-70-7090-00 INSURANCE DEDUCTIBLES	.00	.00	2,000.00	2,000.00	.0
02-70-8012-00 PROFESSIONAL SERVICES	153.58	153.58	62,000.00	61,846.42	.3
TOTAL OPERATIONS - WATER FUND	34,498.29	34,498.29	1,441,700.00	1,407,201.71	2.4
<u>TRANSFERS OUT</u>					
02-80-7051-00 TRANSFER TO OTHER FUNDS	.00	.00	90,000.00	90,000.00	.0
TOTAL TRANSFERS OUT	.00	.00	90,000.00	90,000.00	.0
TOTAL FUND EXPENDITURES	1,456,164.55	1,456,164.55	3,158,500.00	1,702,335.45	46.1
NET REVENUE OVER EXPENDITURES	(1,255,220.93)	(1,255,220.93)	(1,166,200.00)	89,020.93	(107.6)

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

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	122,908.17	122,908.17	1,230,000.00	1,107,091.83	10.0
03-00-4320-00 SEWER TAP FEES	13,200.00	13,200.00	.00 (	13,200.00)	.0
03-00-4330-00 MISCELLANEOUS	1,900.00	1,900.00	7,500.00	5,600.00	25.3
03-00-4610-00 EARNINGS ON INVESTMENTS	5,811.51	5,811.51	30,000.00	24,188.49	19.4
 TOTAL SOURCE 00	 143,819.68	 143,819.68	 1,267,500.00	 1,123,680.32	 11.4
 TOTAL FUND REVENUE	 143,819.68	 143,819.68	 1,267,500.00	 1,123,680.32	 11.4

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2014

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	4,245.05	4,245.05	57,400.00	53,154.95	7.4
03-25-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
03-25-5015-00 PART-TIME SALARIES	83.67	83.67	3,700.00	3,616.33	2.3
03-25-5020-00 JANITORIAL SALARIES	216.66	216.66	2,600.00	2,383.34	8.3
03-25-5025-00 MANAGER SALARIES	3,587.30	3,587.30	47,800.00	44,212.70	7.5
03-25-5050-00 PAYROLL TAXES	587.14	587.14	8,400.00	7,812.86	7.0
03-25-5060-00 RETIREMENT FUND	620.28	620.28	8,100.00	7,479.72	7.7
03-25-5065-00 HEALTH INSURANCE	1,939.77	1,939.77	29,000.00	27,080.23	6.7
03-25-5070-00 WORKMEN'S COMPENSATION	54.23	54.23	400.00	345.77	13.6
03-25-6010-00 UTILITIES - TOWN HALL	.00	.00	4,200.00	4,200.00	.0
03-25-6505-00 OFFICE EXPENSES	153.77	153.77	4,200.00	4,046.23	3.7
03-25-6506-00 UTILITY BILL MAILING	301.52	301.52	3,500.00	3,198.48	8.6
03-25-6510-00 TELEPHONE	.00	.00	1,900.00	1,900.00	.0
03-25-6511-00 TRAINING & MEETINGS	.00	.00	1,000.00	1,000.00	.0
03-25-6515-00 DUES & SUBSCRIPTIONS	.00	.00	500.00	500.00	.0
03-25-6518-00 CLEANING SUPPLIES	.00	.00	900.00	900.00	.0
03-25-6520-00 MILEAGE & EXPENSES	.00	.00	800.00	800.00	.0
03-25-6522-00 INSURANCE & BONDS	.00	.00	7,400.00	7,400.00	.0
03-25-6544-02 COMPUTER SOFTWARE	.00	.00	6,000.00	6,000.00	.0
03-25-6544-04 CAPITAL OUTLAY - COMPUTER	.00	.00	1,200.00	1,200.00	.0
03-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	400.00	-400.00	.0
03-25-7020-00 REPAIR & MAINTENANCE	.00	.00	1,100.00	1,100.00	.0
03-25-8010-00 AUDIT	.00	.00	7,000.00	7,000.00	.0
03-25-8012-00 PROFESSIONAL SERVICES	122.44	122.44	6,500.00	6,377.56	1.9
03-25-8014-00 LEGAL	4,239.00	4,239.00	30,000.00	25,761.00	14.1
03-25-8016-00 SALARY STUDY	.00	.00	800.00	800.00	.0
03-25-8017-00 PROFESSIONAL SERVICES - ENG.	.00	.00	65,000.00	65,000.00	.0
TOTAL PERSONNEL	16,150.83	16,150.83	300,300.00	284,149.17	5.4

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2014

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	15,450.89	15,450.89	228,700.00	213,249.11	6.8
03-70-5010-03 OVERTIME PAY	746.60	746.60	10,000.00	9,253.40	7.5
03-70-5050-00 PAYROLL TAXES	1,211.18	1,211.18	18,300.00	17,088.82	6.6
03-70-5060-00 RETIREMENT FUND	770.78	770.78	13,700.00	12,929.22	5.6
03-70-5065-00 HEALTH INSURANCE	4,191.97	4,191.97	65,300.00	61,108.03	6.4
03-70-5070-00 WORKMEN'S COMPENSATION	894.74	894.74	6,000.00	5,105.26	14.9
03-70-6010-00 UTILITIES	2,529.70	2,529.70	200,000.00	197,470.30	1.3
03-70-6510-00 TELEPHONE	57.61	57.61	5,200.00	5,142.39	1.1
03-70-6511-00 TRAINING	.00	.00	2,000.00	2,000.00	.0
03-70-6518-00 CLEANING SUPPLIES	.00	.00	1,200.00	1,200.00	.0
03-70-6522-00 INSURANCE	.00	.00	26,600.00	26,600.00	.0
03-70-6524-00 GAS AND OIL	.00	.00	14,500.00	14,500.00	.0
03-70-6526-00 OPERATING SUPPLIES	.00	.00	98,000.00	98,000.00	.0
03-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	.00	3,500.00	3,500.00	.0
03-70-6544-02 TOOLS	.00	.00	3,500.00	3,500.00	.0
03-70-6544-03 VEHICLE	.00	.00	18,500.00	18,500.00	.0
03-70-6544-04 MANHOLE INSTALLATION	.00	.00	10,000.00	10,000.00	.0
03-70-6544-10 SEWERLINE REPLACEMENT	.00	.00	30,000.00	30,000.00	.0
03-70-6544-16 INSTRUMENTATION UPGRADES	.00	.00	30,000.00	30,000.00	.0
03-70-6544-22 WASTEWATER EXPANSION PROJECT	113,149.75	113,149.75	982,000.00	868,850.25	11.5
03-70-7015-00 REPAIRS AND MAINTENANCE	424.14	424.14	80,000.00	79,575.86	.5
03-70-7020-00 R & M MAINS	.00	.00	20,000.00	20,000.00	.0
03-70-7022-00 VEHICLE REPAIRS	530.66	530.66	3,700.00	3,169.34	14.3
03-70-7023-00 WEED CONTROL/GROUND MAINT.	.00	.00	3,000.00	3,000.00	.0
03-70-7025-00 SEWERLINE CLEANING	.00	.00	30,000.00	30,000.00	.0
03-70-7090-00 INSURANCE DEDUCTIBLES	.00	.00	3,000.00	3,000.00	.0
03-70-8012-00 PROFESSIONAL SERVICES	.00	.00	26,000.00	26,000.00	.0
TOTAL OPERATIONS - SEWER FUND	139,958.02	139,958.02	1,932,700.00	1,792,741.98	7.2
TOTAL FUND EXPENDITURES	156,108.85	156,108.85	2,233,000.00	2,076,891.15	7.0
NET REVENUE OVER EXPENDITURES	(12,289.17)	(12,289.17)	(965,500.00)	(963,210.83)	(1.3)

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
05-00-4070-00 COLORADO LOTTERY	.00	.00	50,000.00	50,000.00	.0
05-00-4110-00 PARK FEES	9,000.00	9,000.00	62,500.00	53,500.00	14.4
05-00-4130-00 LARIMER COUNTY USE TAX	10,963.17	10,963.17	45,000.00	34,036.83	24.4
05-00-4330-00 OTHER	.00	.00	1,000.00	1,000.00	.0
05-00-4610-00 CT-EARNINGS ON INVEST.	85.91	85.91	5,000.00	4,914.09	1.7
TOTAL SOURCE 00	20,049.08	20,049.08	163,500.00	143,450.92	12.3
TOTAL FUND REVENUE	20,049.08	20,049.08	163,500.00	143,450.92	12.3

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2014

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
05-70-6533-00 TREE TRIMMING	.00	.00	4,000.00	4,000.00	.0
05-70-6544-00 PARK EQPT. & IMPROVEMENTS	.00	.00	3,000.00	3,000.00	.0
05-70-6544-01 CAPITAL - TREES	.00	.00	7,000.00	7,000.00	.0
05-70-6544-04 LAWN MOWER	.00	.00	22,000.00	22,000.00	.0
05-70-6545-00 EDDIE ARAGON PARK	.00	.00	2,500.00	2,500.00	.0
05-70-6546-00 SUNRISE PARK	.00	.00	2,500.00	2,500.00	.0
05-70-6547-00 PARISH PARK	.00	.00	110,000.00	110,000.00	.0
05-70-6548-00 HAYS PARK	.00	.00	2,500.00	2,500.00	.0
05-70-6549-00 PIONEER RIDGE PARK	.00	.00	2,500.00	2,500.00	.0
05-70-6550-00 ROLLING HILLS RANCH PARK	.00	.00	2,500.00	2,500.00	.0
05-70-6551-00 JOHNSTOWN LAKE PARK	.00	.00	2,500.00	2,500.00	.0
05-70-6553-00 CLEARVIEW PARK	.00	.00	2,500.00	2,500.00	.0
05-70-7020-00 REPAIR & MAINT.	.00	.00	2,000.00	2,000.00	.0
05-70-8012-00 PROFESSIONAL SERVICES	.00	.00	300.00	300.00	.0
TOTAL DEPARTMENT 70	.00	.00	165,800.00	165,800.00	.0
<u>DEPARTMENT 80</u>					
05-80-7020-00 SCHOOL/PARK SITE REIMB.	.00	.00	15,000.00	15,000.00	.0
TOTAL DEPARTMENT 80	.00	.00	15,000.00	15,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	180,800.00	180,800.00	.0
NET REVENUE OVER EXPENDITURES	20,049.08	20,049.08	(17,300.00)	(37,349.08)	115.9

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
06-00-4110-00 TRANSFER FROM GENERAL FUND	.00	.00	225,000.00	225,000.00	.0
06-00-4330-00 OTHER	20,077.17	20,077.17	.00 (	20,077.17)	.0
06-00-4610-00 CF-EARNINGS ON INVESTMENTS	63.74	63.74	900.00	836.26	7.1
TOTAL SOURCE 00	20,140.91	20,140.91	225,900.00	205,759.09	8.9
TOTAL FUND REVENUE	20,140.91	20,140.91	225,900.00	205,759.09	8.9

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2014

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	195.00	195.00	929,700.00	929,505.00	.0
TOTAL DEPARTMENT 70	195.00	195.00	929,700.00	929,505.00	.0
TOTAL FUND EXPENDITURES	195.00	195.00	929,700.00	929,505.00	.0
NET REVENUE OVER EXPENDITURES	<u>19,945.91</u>	<u>19,945.91</u>	<u>(703,800.00)</u>	<u>(723,745.91)</u>	<u>2.8</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

CEMETERY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
07-00-4310-00 CEMETERY LOTS AND CARE	207.00	207.00	2,800.00	2,593.00	7.4
07-00-4610-00 CP-EARNINGS ON INVESTMENTS	6.65	6.65	200.00	193.35	3.3
TOTAL SOURCE 00	213.65	213.65	3,000.00	2,786.35	7.1
TOTAL FUND REVENUE	213.65	213.65	3,000.00	2,786.35	7.1
NET REVENUE OVER EXPENDITURES	213.65	213.65	3,000.00	2,786.35	7.1

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
09-00-4110-00 TRANSFER FROM GENERAL FUND	.00	.00	375,000.00	375,000.00	.0
09-00-4330-00 MISCELLANEOUS REVENUE	16,260.75	16,260.75	.00 (	16,260.75)	.0
09-00-4610-00 EARNINGS ON INVESTMENTS	.00	.00	3,000.00	3,000.00	.0
TOTAL SOURCE 00	16,260.75	16,260.75	378,000.00	361,739.25	4.3
TOTAL FUND REVENUE	16,260.75	16,260.75	378,000.00	361,739.25	4.3

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
09-70-6544-02 EQUIPMENT PURCHASE	.00	.00	12,000.00	12,000.00	.0
09-70-6544-03 GRADER ROLL OVER	.00	.00	18,000.00	18,000.00	.0
09-70-6544-04 POLICE VEHICLE	.00	.00	84,000.00	84,000.00	.0
TOTAL DEPARTMENT 70	.00	.00	114,000.00	114,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	114,000.00	114,000.00	.0
NET REVENUE OVER EXPENDITURES	16,260.75	16,260.75	264,000.00	247,739.25	6.2

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
11-00-4110-00 DRAINAGE FEES	28,835.00	28,835.00	300,000.00	271,165.00	9.6
11-00-4610-00 EARNINGS ON INVESTMENTS	749.08	749.08	8,000.00	7,250.92	9.4
TOTAL SOURCE 00	29,584.08	29,584.08	308,000.00	278,415.92	9.6
TOTAL FUND REVENUE	29,584.08	29,584.08	308,000.00	278,415.92	9.6

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2014

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	1,344.69	1,344.69	17,500.00	16,155.31	7.7
11-25-5010-03 OVERTIME	.00	.00	100.00	100.00	.0
11-25-5011-00 PART TIME OFFICE	83.67	83.67	3,700.00	3,616.33	2.3
11-25-5025-00 MANAGER	1,848.02	1,848.02	24,400.00	22,551.98	7.6
11-25-5050-00 PAYROLL TAXES	241.80	241.80	3,600.00	3,358.20	6.7
11-25-5060-00 RETIREMENT FUND	227.63	227.63	3,300.00	3,072.37	6.9
11-25-5065-00 HEALTH INSURANCE	848.38	848.38	12,100.00	11,251.62	7.0
11-25-5070-00 WORKMAN'S COMPENSATION	.00	.00	400.00	400.00	.0
11-25-6010-00 UTILITIES	.00	.00	1,800.00	1,800.00	.0
11-25-6505-00 OFFICE SUPPLIES	100.00	100.00	1,000.00	900.00	10.0
11-25-6506-00 UTILITY BILL MAILING	301.53	301.53	3,700.00	3,398.47	8.2
11-25-6510-00 TELEPHONE	.00	.00	700.00	700.00	.0
11-25-6522-00 INSURANCE AND BONDS	.00	.00	2,300.00	2,300.00	.0
11-25-6544-04 COMPUTER SOFTWARE	.00	.00	6,000.00	6,000.00	.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	.00	2,200.00	2,200.00	.0
11-25-8012-00 COMPUTER PROF. SERVICES	102.37	102.37	3,000.00	2,897.63	3.4
11-25-8014-00 LEGAL	.00	.00	2,000.00	2,000.00	.0
11-25-8017-00 PROFESSIONAL SERVICES	.00	.00	1,500.00	1,500.00	.0
TOTAL ADMINISTRATION	5,098.09	5,098.09	90,300.00	85,201.91	5.7
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	1,613.01	1,613.01	47,400.00	45,786.99	3.4
11-70-5010-03 OVERTIME	232.93	232.93	500.00	267.07	46.6
11-70-5050-00 PAYROLL TAXES	134.78	134.78	4,000.00	3,865.22	3.4
11-70-5060-00 RETIREMENT FUND	78.18	78.18	3,700.00	3,621.82	2.1
11-70-5065-00 HEALTH INSURANCE	586.56	586.56	14,200.00	13,613.44	4.1
11-70-5070-00 WORKMEN'S COMPENSATION	.00	.00	1,200.00	1,200.00	.0
11-70-6510-00 TELEPHONE	.00	.00	800.00	800.00	.0
11-70-6511-00 TRAINING	.00	.00	500.00	500.00	.0
11-70-6522-00 INSURANCE	.00	.00	4,400.00	4,400.00	.0
11-70-6524-00 GAS & OIL	.00	.00	2,100.00	2,100.00	.0
11-70-6526-00 OPERATING SUPPLIES	.00	.00	1,000.00	1,000.00	.0
11-70-6544-06 INFRASTRUCTURE REPAIR	.00	.00	20,000.00	20,000.00	.0
11-70-7020-00 REPAIR & MAINTENANCE	.00	.00	4,000.00	4,000.00	.0
11-70-7022-00 VEHICLE REPAIRS	.00	.00	700.00	700.00	.0
11-70-7024-00 INLET REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
11-70-7026-00 CURB/GUTTER REPLACEMENT	.00	.00	30,000.00	30,000.00	.0
11-70-9010-00 CONSTRUCTION	.00	.00	82,500.00	82,500.00	.0
11-70-9450-00 INTEREST PAYMENT	353,800.00	353,800.00	353,800.00	.00	100.0
TOTAL OPERATIONS	356,445.46	356,445.46	590,800.00	234,354.54	60.3
TOTAL FUND EXPENDITURES	361,543.55	361,543.55	681,100.00	319,556.45	53.1

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

DRAINAGE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
NET REVENUE OVER EXPENDITURES	(331,958.47)	(331,959.47)	(373,100.00)	41,140.53	(89.0)

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

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	149.00	149.00	.00	(149.00)	.0
TOTAL SOURCE 00	149.00	149.00	.00	(149.00)	.0
TOTAL FUND REVENUE	149.00	149.00	.00	(149.00)	.0

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CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

PAVING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 80</u>					
12-80-7050-00 TRANSFER CAPITAL PROJECTS FUND	.00	.00	3,800.00	3,800.00	.0
TOTAL DEPARTMENT 80	.00	.00	3,800.00	3,800.00	.0
TOTAL FUND EXPENDITURES	.00	.00	3,800.00	3,800.00	.0
NET REVENUE OVER EXPENDITURES	149.00	149.00	(3,800.00)	(3,949.00)	3.9

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 00</u>					
14-00-5010-00 LIBRARY- SALARIES	17,875.56	17,875.56	300,000.00	282,124.44	6.0
14-00-5050-00 LIBRARY-PAYROLL TAXES	1,341.80	1,341.80	24,400.00	23,058.20	5.5
14-00-5065-00 HEALTH INS.	1,602.27	1,602.27	25,000.00	23,397.73	6.4
14-00-5070-00 WORKMENS COMPENSATION	162.67	162.67	600.00	437.33	27.1
TOTAL DEPARTMENT 00	<u>20,982.30</u>	<u>20,982.30</u>	<u>350,000.00</u>	<u>329,017.70</u>	<u>6.0</u>
TOTAL FUND EXPENDITURES	<u>20,982.30</u>	<u>20,982.30</u>	<u>350,000.00</u>	<u>329,017.70</u>	<u>6.0</u>
NET REVENUE OVER EXPENDITURES	<u>(20,982.30)</u>	<u>(20,982.30)</u>	<u>(350,000.00)</u>	<u>(329,017.70)</u>	<u>(6.0)</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
15-00-4080-00 USE TAX	175,732.72	175,732.72	850,000.00	674,267.28	20.7
15-00-4610-00 EARNINGS ON INVESTMENTS	6,567.28	6,567.28	50,000.00	43,432.72	13.1
15-00-4720-00 FROM WATER FUND	.00	.00	45,000.00	45,000.00	.0
15-00-4810-00 TRANSFER FROM PAVING FUND	.00	.00	3,800.00	3,800.00	.0
TOTAL SOURCE 00	182,300.00	182,300.00	948,800.00	766,500.00	19.2
TOTAL FUND REVENUE	182,300.00	182,300.00	948,800.00	766,500.00	19.2

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2014

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
15-70-6544-13 DOWNTOWN CONSTRUCTION	.00	.00	1,000,000.00	1,000,000.00	.0
15-70-7015-00 ANNUAL OVERLAY	.00	.00	250,000.00	250,000.00	.0
15-70-7020-00 STREET REPAIR & MAINT.	.00	.00	150,000.00	150,000.00	.0
15-70-7022-00 ALLEY IMPROVEMENTS	.00	.00	2,000.00	2,000.00	.0
15-70-7035-00 COMMUNITY CENTER IMPROVEMENTS	.00	.00	10,000.00	10,000.00	.0
15-70-7045-00 STREETLIGHTS	.00	.00	5,000.00	5,000.00	.0
15-70-7047-00 SIGNS	.00	.00	5,000.00	5,000.00	.0
15-70-7065-00 SIDEWALK/CURB REPL.	.00	.00	30,000.00	30,000.00	.0
15-70-7085-00 SHOP IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
15-70-7088-00 EMERGENCY WARNING SIREN	.00	.00	35,000.00	35,000.00	.0
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	.00	80,000.00	80,000.00	.0
15-70-7142-00 BOOSTER PUMP/PIONEER RIDGE	.00	.00	31,000.00	31,000.00	.0
15-70-7143-00 POLICE DEPARTMENT - FENCE	.00	.00	65,000.00	65,000.00	.0
TOTAL DEPARTMENT 70	.00	.00	1,678,000.00	1,678,000.00	.0
<u>DEPARTMENT 80</u>					
15-80-7060-00 REBATE	.00	.00	100,000.00	100,000.00	.0
TOTAL DEPARTMENT 80	.00	.00	100,000.00	100,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	1,778,000.00	1,778,000.00	.0
NET REVENUE OVER EXPENDITURES	182,300.00	182,300.00	(829,200.00)	(1,011,500.00)	22.0

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
16-00-4070-00 FROM SALES TAX	7,509.00	7,509.00	89,000.00	81,491.00	8.4
16-00-4610-00 EARNINGS ON INVESTMENTS	.00	.00	10.00	10.00	.0
TOTAL SOURCE 00	7,509.00	7,509.00	89,010.00	81,501.00	8.4
TOTAL FUND REVENUE	7,509.00	7,509.00	89,010.00	81,501.00	8.4

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
16-70-7010-00 CONSTRUCTION	.00	.00	98,010.00	98,010.00	.0
TOTAL DEPARTMENT 70	.00	.00	98,010.00	98,010.00	.0
TOTAL FUND EXPENDITURES	.00	.00	98,010.00	98,010.00	.0
NET REVENUE OVER EXPENDITURES	7,509.00	7,509.00	(9,000.00)	(16,509.00)	83.4

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
17-00-4610-00 EARNINGS ON INVESTMENTS	3,200.93	3,200.93	40,000.00	36,799.07	8.0
TOTAL SOURCE 00	3,200.93	3,200.93	40,000.00	36,799.07	8.0
<u>SOURCE 01</u>					
17-01-4110-01 TRANSPORTATION FAC. DEV. FEE	57,652.57	57,652.57	229,000.00	171,347.43	25.2
17-01-4110-02 POLICE FACILITIES DEV. FEE	9,296.61	9,296.61	53,000.00	43,703.39	17.5
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	34,665.49	34,665.49	142,000.00	107,334.51	24.4
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	19,914.79	19,914.79	138,000.00	118,085.21	14.4
17-01-4110-05 LIBRARY FACILITIES FEE	3,946.52	3,946.52	27,000.00	23,053.48	14.6
17-01-4110-06 TRAFFIC SIGNAL	555.87	555.87	5,000.00	4,444.13	11.1
TOTAL SOURCE 01	126,031.85	126,031.85	594,000.00	467,968.15	21.2
TOTAL FUND REVENUE	129,232.78	129,232.78	634,000.00	504,767.22	20.4

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
17-70-8544-15 POLICE EQUIPMENT	.00	.00	8,600.00	8,600.00	.0
17-70-8016-00 PROFESSIONAL SERVICES	.00	.00	110,000.00	110,000.00	.0
17-70-8017-00 PARKS & OPEN - PROFESSIONAL	.00	.00	45,000.00	45,000.00	.0
17-70-8018-00 TRANSPORTATION EXPENDITURES	.00	.00	955,500.00	955,500.00	.0
TOTAL DEPARTMENT 70	.00	.00	1,119,100.00	1,119,100.00	.0
TOTAL FUND EXPENDITURES	.00	.00	1,119,100.00	1,119,100.00	.0
NET REVENUE OVER EXPENDITURES	129,232.78	129,232.78	(485,100.00)	(614,332.78)	26.6

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.

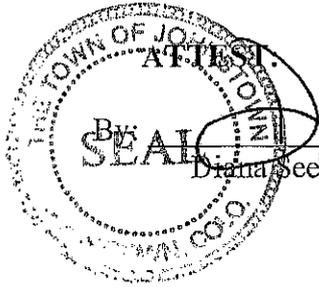
Section 2. That the annexation of such unincorporated area to the Town of Johnstown, Colorado shall be complete and effective on the effective date of this ordinance, except for the purpose of general property taxes, and shall be effective as to general property taxes on and after the first day of **January 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 3rd day of Feb, 2014.



ATTEST:
By: Diana Seele
Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: Mark Romanowski
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

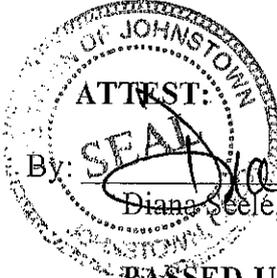
WHEREAS, The Town Planning Commission had a hearing and recommended approval of the Zoning Application to place (PUD-R) on the property; and

WHEREAS, the Town Council of the Town of Johnstown on January 22, and February 3rd, 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 31st day of Feb, 2014.



TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: *Diana Seele*
Diana Seele, Town Clerk

By: *Mark Romanowski*
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. 2014-132

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2014-132

AN ORDINANCE TO ALLOW A DEFERRAL OF DEVELOPMENT FEES FOR DEVELOPMENT PROJECTS THAT WILL SERVE A BENEFICIAL PUBLIC PURPOSE TO THE TOWN.

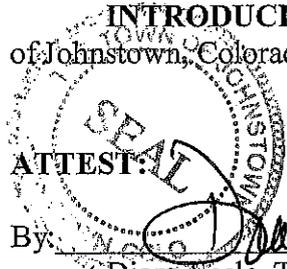
BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT:

Section 1. Chapter 4, Revenue and Finance of the Johnstown Municipal Code, shall be amended by the addition of a new Article VII to read as follows:

4-83. Deferral of Development Fees. The Town Council may allow for the deferral of fees imposed on new development in the Town. The Town Council may do so by approving, by resolution, a written agreement entered into with the person owing the fees, which agreement shall contain such terms and conditions as the Council determines are in the best interests of the Town and provided that the Council also determines and finds in the resolution that allowing the deferral of development fees (i.e. use tax, building permit fees, and impact fees) or any other fees imposed on new development will serve a public purpose. A public purpose may include, without limitation, providing the public with significant social, economic, or cultural benefits. The Town Council may also allow, under such agreement, that a portion or all of the taxes generated by such development be credited to the payment of the deferred development fees. In the event that any amounts owed under the agreement are not paid when due and except as otherwise provided in the deferral agreement, such unpaid amounts shall be a perpetual lien upon the real property for which the deferred fees are owed from the date the fees are due under the agreement until paid and such lien shall have priority over all other liens except those for real property taxes. If any deferred fee is not paid when due, the Town may pursue all remedies available to it under the law to collect such fee including, without limitation, by judicially foreclosing the lien. The Town Clerk may also certify any delinquent fees and other amounts owed under the deferral agreement to the County Treasurer and such fees and amounts shall then be collected in the same manner as though they were real property taxes. The agreement may further provide that the Town shall have the right to withhold or revoke any building permits, certificates of occupancy, and other Town approval relating to the development of the real property for which deferred fees are delinquent in payment.

Section 2. Publication and Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published, and posted as required by the Town Charter and the adoption, posting, and publication shall be authenticated by the signature of the Mayor and the Town Clerk, and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 3rd day of Feb, 2014.



TOWN OF JOHNSTOWN, COLORADO

By: Diana Seele
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 _____, 20 ____.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:
By: _____
Diana Seele, Town Clerk

By: Mark Romanowski
Mark Romanowski, Mayor

AGENDA ITEM 9A

**RETAIL
LIQUOR STORE
LICENSE
RENEWAL
(Johnstown Liquor)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 19, 2014

ITEM NUMBER: 9A

SUBJECT: Consider Retail Liquor Store License Renewal, Johnstown Liquor

ACTION PROPOSED: Approve Retail Liquor License Renewal

PRESENTED BY: Town Clerk, Police Chief

AGENDA ITEM DESCRIPTION: Benjamin O. Fisher, owner of Johnstown Liquor, has submitted a renewal application to the Town Clerk for a Retail Liquor Store License renewal, located at 21 S. Parish Avenue, Johnstown, CO. The required fees for the renewal application have been submitted to the Clerk's office. According to the Johnstown Police Department, the establishment has cooperated with law enforcement officials and there have been no violations of the liquor code during the last licensing period.

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

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Consider Approval of Retail Liquor Store License Renewal.

SUGGESTED MOTIONS:

For Approval: I move to approve the Retail Liquor Store License renewal for Johnstown Liquor.

For Denial: I move to deny approval of the Retail Liquor Store License renewal for Johnstown Liquor.

Reviewed:


Town Manager

**RENEWAL
APPLICATION**

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$227.50
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid <u>227.50</u> <u>OK 00023</u>	

JOHNSTOWN LIQUOR
 PO BOX 632
 JOHNSTOWN CO 80534

Received

DEC 27 2013

Liquor Enf. Div.

DEC 27 2013

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

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name JOHNSTOWN LIQUOR INC		DBA JOHNSTOWN LIQUOR	
Liquor License # 14727390000	License Type Liquor Store (city)	Sales Tax License # 14727390000	Expiration Date 2/20/2014
Street Address 21 S PARISH AVE JOHNSTOWN CO 80534-9099			Due Date 1/6/2014
Mailing Address PO BOX 632 JOHNSTOWN CO 80534			Phone Number (970) 587 2929
Operating Manager BEN FISHER	Date of Birth 8-2-1985	Home Address 7040 Hwy 79 Bennett, Co	Phone Number 303-947-1396

- Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease Dec 2014
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit - Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

AFFIRMATION & CONSENT

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

Type or Print Name of Applicant/Authorized Agent of Business BEN FISHER	Title OWNER
Signature BEN FISHER	Date 12/19/13

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

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

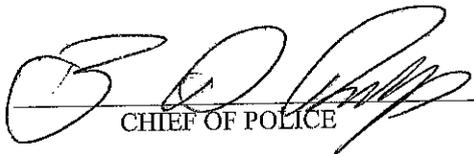
Local Licensing Authority For	Date
Signature	Title
	Attest

**POLICE
REPORTS**

TOWN OF JOHNSTOWN POLICE DEPARTMENT

Information 3.2% Beer or Liquor Application

- Name and address of Applicant} Benjamin Fisher
7040 Highway 79
Bennett, CO 80102
1. Trade Name and Address} Johnstown Liquor
21 S. Parish
Johnstown, CO 80534
2. Date of Application: 02/03/2014
3. Type of Application: Retail Liquor Store License
4. Documents Accompanying Application
- A. Local and State License Fees} Submitted with application
 - B. Evidence of Correct Zoning} CBD
 - C. Building Plans and or Sketch of Interior} N/A
 - D. Distance from School as per State} N/A
 - E. Deed or Lease or Assignment of Lease or Ownership} Leased
5. Evidence of Public Notice
- A. Posting of Premises} N/A
 - B. Legal Publication } N/A
6. Investigation: Police Department Case#}
- A. Applicant has made application for renewal of their Retail Liquor Store License
 - B. Johnstown Liquor has operated legally during its last license period.
 - C. Cooperation with law enforcement has been good.
8. Findings of fact:
- A. Johnstown Liquor presently holds license 147239-0000 that expires February 20, 2014
 - B. The required fees were submitted.
 - C. It is my recommendation that the renewal be approved.


CHIEF OF POLICE


DATE

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

APPLICANT: **Johnstown Liquor**

ADDRESS: **21 S. Parish Avenue**

TYPE LICENSE: **Liquor Store**

POLICE CALLS FOR SERVICE AT THIS LOCATION:

LIQUOR VIOLATIONS AT THIS LOCATION:

ARRESTS DUE TO ALCOHOL AT THIS LOCATION:

JPD RECOMMENDATION FOR RENEWAL: YES XXX NO _____

REPORTING OFFICER: 

DATE: 2/6/14

ADDITIONAL INFORMATION: ** All calls were minor service calls.

AGENDA ITEM 9B

2534

**DEVELOPMENT FEE
DEFERRAL AGREEMENT**

(Resolution No. 2014-02)

(Four Stripe Investment Partners, LLC)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 19, 2014

ITEM NUMBER: 9B

SUBJECT: Consider Resolution No.2014-02, Approving 2534 Hotel Development Fee Deferral Agreement – Four Stripe Investment Partners, LLC

ACTION PROPOSED: Approve Resolution No. 2014-02

PRESENTED BY: R. Russell Anson, Town Attorney

AGENDA ITEM DESCRIPTION: The Agreement with Four Stripe follows the requirements of the Town Municipal Code, Section 4-83, adopted by Ordinance No. 2014-132, which allows Council to approve, by Resolution, an Agreement to defer development fees for a project that provides to the public significant social, economic, or cultural benefits, thereby serving a public purpose. Such project is expected to provide the Town with significant economic benefits among other public benefits.

Under the Agreement, development fees will be deferred in the total amount of approximately \$110,600.00, which will include approximately \$25,300.00 in building permit fees and approximately \$85,300.00 in impact fees. The Agreement will also allow a credit against these deferred fees from 100% of sales tax collected by the Town from this property over a three-year period.

A copy of the Agreement will be filed with the Larimer County Clerk and Recorder and in the event there is a default by Four Stripe in the Agreement, the lien right in the Agreement will be activated, including the Town's right to certify any debt to the Larimer County Treasurer to collect the same along with real property taxes.

LEGAL ADVICE: The Agreement was drafted by the Town Attorney and is similar to an Agreement used by the City of Loveland.

FINANCIAL ADVICE: It is expected that the deferred fee will be collected through sales tax generated by the Hotel within three years.

RECOMMENDED ACTION: Approve Resolution No. 2014-02

SUGGESTED MOTIONS:

For Approval: I move to approved Resolution No. 2014-02 which in turn, approves the 2534 Development Fee Deferral Agreement.

For Denial: I move to deny approval of Resolution No. 2014-02.

Reviewed:


Town Manager

RESOLUTION

No. 2014-02

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2014-02

**APPROVING 2534 HOTEL DEVELOPMENT FEE
DEFERRAL AGREEMENT**

WHEREAS, Four Stripe Investment Partners, LLC, a Colorado limited liability company (“Four Stripe”), is the owner of certain land, which land is legally described as Replat of Lot 1, Block 2, 2534 West First Filing, County of Larimer, State of Colorado (“the Property”); and

WHEREAS, Four Stripe intends to construct on the Property a hotel and restaurant as part of the development (“the Hotel”); and

WHEREAS, if Four Stripe constructs the Hotel, it will be required to pay the Town certain building permit fees in the approximate amount of \$25,300.00 (“the Permit Fees”) as a pre-condition to receiving from the Town a building permit for the Hotel, and it will be required to pay the Town certain impact fees and use tax in the approximate amount of \$85,300.00 as a pre-condition to receiving from the Town a final certificate of occupancy for the Hotel; and

WHEREAS, Permit Fees, impact fees, and use tax shall hereinafter be jointly referred to as “Development Fees;” and

WHEREAS, Four Stripe has asked the Town to allow Four Stripe to defer payment of approximately \$110,600.00 of the Development Fees for approximately thirty-six (36) months, which deferral is authorized under Section 4-83; and

WHEREAS, Four Stripe has also asked the Town to agree that certain percentages of the Town sales tax collected during this 36-month period from taxable transactions at the Hotel be credited against the Development Fees as authorized in Section 4-83; and

WHEREAS, pursuant to Johnstown Municipal Code Section 4-83, the Town Council may also allow for the deferral of fees if the resolution makes a determination and finding that such deferral will serve a public purpose, which purpose may include providing the public with significant social, economic, or cultural benefits, and provided the resolution approves a written agreement with the person owing the fees containing such terms and conditions as it determines are in the best interest of the Town; and

WHEREAS, Four Stripe and Town staff have negotiated the “2534 Hotel Fee Deferral Agreement,” a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (the “Agreement”); and

WHEREAS, pursuant to the Agreement, the Town would allow Four Stripe to defer payment of approximately \$110,600.00 of the Development Fees for thirty-six (36) months, and it would allow for 100% of the Town sales tax collected by Four Stripe during this 36-month period from taxable transactions at the Hotel to be credited to the deferred Development Fees subject to annual appropriation for the application of sales tax credit.

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

Section 1. That pursuant to Johnstown Municipal Code Section 4-83, the Town Council hereby finds that (a) the terms and conditions of the Agreement are in the best interests of the Town; and (b) the deferral of and credit for Four Stripe's Development Fees pursuant to the Agreement will serve the public purposes of providing the public with significant economic benefits including, without limitation, new jobs and increased property and sales tax.

Section 2. That the Town Council hereby approves the Agreement and authorizes the Mayor to enter into it on behalf of the Town. The Town Manager, in consultation with the Town Attorney, may agree to minor modifications to the form of the Agreement provided they do not change significantly the current terms and conditions of the Agreement.

PASSED, SIGNED, APPROVED, AND ADOPTED this ____ day of _____, 20 ____.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

AGREEMENT

2534 HOTEL DEVELOPMENT FEE DEFERRAL AGREEMENT

THIS FEE DEFERRAL AGREEMENT is made and entered into this _____ day of _____, 20____, by and between THE TOWN OF JOHNSTOWN, COLORADO, a home rule municipality (the "Town"), and FOUR STRIPE INVESTMENT PARTNERS, LLC, a Colorado limited liability company ("Four Stripe").

WHEREAS, Four Stripe is the owner of certain land at the corner of Ronald Reagan Boulevard and Interstate Highway 25 Northeast Frontage Road, which land is legally described as Replat of Lot 1, Block 2, 2534 West First Filing, County of Larimer, State of Colorado (the "Property"); and

WHEREAS, Four Stripe intends to construct on the Property, among other things, an 80-room hotel with 1,400 square feet of meeting/conference space as part of the development (the "Hotel"); and

WHEREAS, if Four Stripe constructs the Hotel, it will be required to pay the Town certain building permit fees in the approximate amount of \$25,300.00 (the "Permit Fees") as a precondition to receiving from the Town a building permit for the Hotel; and

WHEREAS, if Four Stripe constructs the Hotel, it will also be required to pay the Town certain impact fees and use tax in the approximate amount of \$85,300.00 as a precondition to receiving from the Town a building permit for the Hotel; and

WHEREAS, the Permit Fees and use tax and impact fees shall hereafter referred to jointly as "the Development Fees;" and

WHEREAS, pursuant to Town Code Section 4-83, the Town Council may, by Resolution, grant an exemption for all or a portion of the Development Fees if the Town Council makes a finding that such credit is in the best interests of the public by encouraging activities that provide significant social, economic, or cultural benefits; and

WHEREAS, pursuant to Town Code Section 4-83, the Town Council may, by Resolution, allow for the deferral of the Development Fees if the Town Council makes a determination and finding that such deferral will serve a public purpose, which may include providing the public with significant social, economic, or cultural benefits, and if the Town Council approves a written agreement with the person owing the Development Fees containing such terms and conditions as the Town Council determines are in the best interests of the Town; and

WHEREAS, Four Stripe has informed the Town that to make the budget for the construction and opening of the Hotel feasible, Four Stripe needs the financial incentives as provided herein; and

WHEREAS, Four Stripe has asked the Town to allow it to defer payment of an approximate amount of \$110,600.00 of the Development Fees for thirty-six (36) months after receiving a Certificate of Occupancy and Franchisee's permission to open for business, which deferral is authorized under Town Code Section 4-83 if the Town Council approves this by Resolution; and

WHEREAS, by the adoption of Resolution No. _____, the Town Council has made a finding that the construction of the Hotel and the operation of the Hotel in Johnstown would produce significant social, economic, and cultural benefits to the citizens of Johnstown, primarily in the form of jobs and increased property tax and sales tax revenues to the Town and, therefore, a deferral of the Development Fees is in the best interests of the public by encouraging activities that provide significant social, economic, and cultural benefits; and

WHEREAS, by the adoption of Resolution No. _____, the Town Council has approved this Agreement, thereby allowing Four Stripe to defer payment of an approximate amount of \$110,600.00 of the Development Fees for a period of thirty-six (36) months at no interest.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Deferral of Fees.**

A. The Town agrees, as authorized under Town Code Section 4-83, that Four Strip may defer payment of an approximate amount of \$110,600.00 of the Development Fees that Four Stripe will owe to the Town when it applies for a building permit for the Hotel on the property described as Replat of Lot 1, Block 2, 2534 West First Filing, County of Larimer, State of Colorado (the "Property"), which deferral shall be on the terms and conditions as set forth in this Agreement.

2. **Payment of Fees.**

A. Four Stripe promises to pay to the Town, on the first business day following three (3) years after the Town's issuance of a certificate of occupancy for the Hotel, the Development Fees in the approximate sum of One Hundred Ten Thousand Six Hundred Dollars (\$110,600.00), less any amounts paid pursuant to paragraph 2.B below; provided, however, that in the event that Four Stripe, at any time prior to such payment date discontinues operation of the Hotel as a business for a reason other than a Permitted Reason (as defined below), Four Stripe shall pay the amount required in this paragraph 2 on the date that is sixty (60) days after the date Four Stripe so discontinues its business. As used herein, "Permitted Reasons" shall mean (i) damage or destruction due to casualty, (ii) force majeure, (iii) condemnation, (iv) labor disputes, or (v) periods of

remodel, remerchandising, renovation, or repair. So long as Four Stripe is not in default of this payment, such amount shall bear no interest.

B. In the event that Four Stripe does not obtain from the Town a certificate of occupancy for the Hotel within two (2) years of the date of this Agreement but was issued a building permit for the Hotel, Four Stripe promises to pay to the Town the Development Fees deferred under this Agreement with such payment due thirty (30) days after the expiration of such two-year period.

3. **Credit for Town Sales Taxes Collected and Paid.** Subject to the provisions of paragraph 4 below, and in the event that Four Stripe shall construct and open the Hotel, Four Stripe may reduce and credit against the payment required in paragraph 2 above an amount equal to one hundred percent (100%) of all Town sales taxes collected by Four Stripe and received by the Town with respect to taxable transactions in or from the Hotel during the thirty-six (36) month period commencing on the first day of the month following the date upon which Four Stripe opens the Hotel to the public.

4. **Multi-Year Fiscal Obligation.** Since the Town's obligation in paragraph 3 above to allow a credit for certain Town sales taxes collected and paid to the Town against the approximate amount of \$110,600.00 of Development Fees required to be paid in paragraph 2.A. above is a multi-year fiscal obligation, such obligation shall be subject to annual appropriation by the Town Council in accordance with Article X, Section 20, of the Colorado Constitution. The Town shall have no obligation for the Town sales tax credit authorized in paragraph 3 above if the necessary appropriation(s) has not been made by the Town Council. However, the Town agrees that the Town staff shall include in the annual budget and appropriate resolutions or ordinances when needed for Town Council's consideration the necessary appropriations.

5. **Remedies Upon Default.** Default by Four Stripe shall be deemed to have occurred under this Agreement upon the occurrence of any one of the following events:

- A. Application for appointment of a receiver for the Property;
- B. Commencement of any proceeding under any bankruptcy or insolvency laws by or against Four Stripe.
- C. Four Stripe's sale, transfer, or conveyance of the Property without the prior written consent of the Town, such consent not to be unreasonably withheld.
- D. The failure of Four Stripe to timely make any or all of the approximate \$110,600.00 payment required in paragraph 2 above.

Upon the occurrence of any one or more of these events of default and the failure by Four Stripe to cure such default within thirty (30) days written notice from the Town, the Town shall have, as provided in Town Code Section 4-83 and as granted in paragraph 15 below, a perpetual

lien upon the Property from the date all or any portion of the approximate \$110,600.00 payment required in paragraph 2 above is due under this Agreement until paid, and such lien shall have priority over all other liens against the Property except those for real property taxes. In addition, upon the occurrence of any one or more of the defaults described above in paragraphs A, B, and C of this paragraph, the entire unpaid principal sum owed under paragraph 2 above, less any credit earned as of the date of such default under paragraph 2.B above, shall at once become due and payable without further notice at the option of the Town. Such unpaid sum shall thereafter accrue the defaulting interest as provided in paragraph 7 below.

The Town may pursue all remedies available to it under the law or in equity to collect any or all of the amounts owed to it under this Agreement including, without limitation, by judicially foreclosing its lien against the Property. The Town Clerk may also certify such amounts in default to the Treasurer of Larimer County, and those amounts may then be collected in the same manner as though they were real property taxes. In addition, the Town shall have the right to revoke the certificate of occupancy which has been issued for the Hotel.

6. **Expenses and Costs of Collection.** In the event that Four Stripe is in default under this Agreement and, as a result, the Town pursues collection efforts through suit or otherwise, Four Stripe agrees to pay all of the Town's reasonable expenses and costs of collection incurred by the Town in connection with any such collection efforts and/or suit, in addition to the other amounts owed under this Agreement, which expenses and costs of collection shall include, without limitation, the following: attorneys' fees, receiver's fees and costs, treasurer's fees and costs, payment of real property taxes owed for the Property, appraisal fees, property inspection fees, environmental audit costs, expert witness fees, deposition costs, filing fees, the costs of mailing notice and other documents, the cost of serving process, notice, and other documents, copy costs, and title insurance premiums or abstracting charges.

7. **Defaulting Interest.** Upon Four Stripe's default under this Agreement to timely pay any or all of the amounts owed to the Town by Four Stripe under this Agreement, which amounts shall include, without limitation, the costs and expenses of collection as described in paragraph 5 above, such amounts in default shall bear interest at the defaulting rate of twelve percent (12%) per annum compounded annually from the date of default until paid in full.

8. **No Covenant to Continuously Operate.** Four Stripe is not obligated to continuously operate a business on the Property and is not obligated to continuously operate or operate for any specific period of time the Hotel or any other business on the Property. Nothing contained in this Agreement shall be construed, interpreted or otherwise read to require Four Stripe to operate a business on the Property or to prevent Four Stripe from closing its business on the Property. However, Four Stripe's financial obligations to the Town under this Agreement shall not be diminished or released in any way if, after the certificate of occupancy is issued by the Town for the Hotel, Four Stripe for any reason either fails to open its doors for business or discontinues its business at the Hotel or, as provided in paragraph 2.B. above, Four Stripe has been issued a building permit for the Hotel but has not obtained its certificate of occupancy for the Hotel within two (2) years of the date of this Agreement.

9. **Applicable Law and Venue.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado and the Town's obligations hereunder shall be further subject to all requirements of the Colorado Constitution and the Town's Home Rule Charter and Municipal Code. Venue for any judicial proceeding concerning this Agreement shall be in the District Court for Larimer County, Colorado.

10. **Time is of the Essence.** Time shall be of the essence for the performance of all obligations under this Agreement.

11. **Assignment.** Four Strip shall not assign or transfer any or all of its interests, rights, or obligations under this Agreement without the prior written consent of the Town, which consent shall not be unreasonable withheld provided that such entity executes an agreement with the Town in a form acceptable to the Town Council in which agreement it assumes all of Four Stripe's obligations under this Agreement.

12. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter hereof and may not be modified or amended except by written agreement signed by both parties.

13. **Heading.** Paragraph headings used in this Agreement are used for convenience of reference only and shall in no way control or affect the meaning of interpretation of any provision of this Agreement.

14. **Notices.** Any written notice given under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested, to the following addresses:

If to the Town:

Town Manager
Town of Johnstown
430 So. Parish
P. O. Box 609
Johnstown, CO 80534

If to Hotel:

Hamid Eslan
Four Stripe Investment Partners, LLC
1701 Stove Prairie Circle
Loveland, CO 80538

15. **Grant of Lien and Recording of Agreement.** A copy of this Agreement shall be recorded with the Larimer County Clerk and Recorder and upon the occurrence of any event of default under this Agreement as provided in paragraph 3 above, this Agreement shall constitute a

consensual grant by Four Stripe and by its successors and assigns to the Town of the lien against the Property described above in paragraph 1. A securing payment of all amounts in default that are due and owing to the Town under this Agreement. The lien herein granted shall remain a lien against the Property until the full amounts owed to the Town under this Agreement are paid in full to the Town. The parties also agree that this lien shall be deemed a lien against the Property as a matter of law as provided in Town Code Section 4-83.

16. **Binding Effect.** This Agreement shall be binding upon and, except as otherwise provided in this Agreement, shall inure to the benefit of the successors and assigns of the respective parties hereto. This Agreement shall also run with the Property.

DATED this 15th day of January, 2014.

FOUR STRIPE INVESTMENT PARTNERS, LLC
a Colorado limited liability company

By: [Signature]
Manager and Member

By: _____
Manager and Member

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

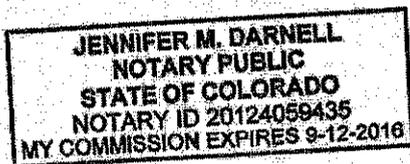
The foregoing instrument was acknowledged before this this 15th day of January, 2014, by Hamid Eslan and _____ as Managers and Members of Four Stripe Investment Partners, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: 9-12-2016

(SEAL)



TOWN OF JOHNSTOWN, COLORADO
a home rule municipality

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mayor

APPROVED AS TO FORM:

Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as Mayor of the Town of Johnstown, a home rule municipality, and by Diana Seele, as Town Clerk of the Town of Johnstown, a home rule municipality.

WITNESS my hand and official seal.

Notary Public

My commission expires:

(SEAL)

AGENDA ITEM 9C

**AMENDED
PUBLIC
IMPROVEMENT
DEVELOPMENT
AGREEMENTS
(Corbett Glen Filing Nos. 3 and 4)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 19, 2014

ITEM NUMBER: 9C

SUBJECT: Consider Amended Public Improvements Development Agreements for Corbett Glen Filing Nos. 3 and 4

ACTION PROPOSED: Approve Amended Agreements

PRESENTED BY: Town Planner, and Town Attorney

AGENDA ITEM DESCRIPTION: The owner, Twin Silos, LLC has worked with the Town to arrive at a means for public and private development improvements to be completed and/or repaired in both filings, and to allow residential construction to proceed. Previous amendments to the original public improvement development agreements addressed alternates for sanitary sewer financing and construction.

The proposed agreements each include a revised phasing plan, whereby repairs and improvements must be completed so that building permits in that phase may be submitted. For example, the sanitary sewer lift station is a required initial improvement in both subdivisions, and connection of Ballentine Blvd. to Colorado Blvd. (CR 13) is required in Phase 1 of Filing No. 4.

Each of the proposed agreements also allow the developer to collect a fee on lots in each filing which are owned by others to pay a proportionate cost of the repairs and new improvements including the lift station, based upon engineer's estimates approved by the Town. The fees would be assessed at the time a building permit is issued.

LEGAL ADVICE: The Town Attorney prepared the amendments.

FINANCIAL ADVICE: N/A

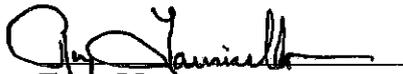
RECOMMENDED ACTION: Approve the Amended Agreements.

SUGGESTED MOTIONS:

For Approval: I move to approve the Amended Public Improvements Development Agreements for Corbett Glen Filing Nos. 3 and 4.

For Denial: I move to deny approval of the Amended Public Improvements Development Agreements for Corbett Glen Filing Nos. 3 and 4.

Reviewed:


Town Manager

**AMENDED
PUBLIC
DEVELOPMENT
AGREEMENT
(Filing No. 3)**

**THIRD AMENDMENT TO
PUBLIC IMPROVEMENTS DEVELOPMENT AGREEMENT
FOR TOWN OF JOHNSTOWN
(CORBETT GLEN, FILING NO. 3)**

THIS THIRD AMENDMENT is made and entered into between the **TOWN OF JOHNSTOWN, COLORADO**, a municipal corporation (hereinafter referred to as the "**Town**") and **TWIN SILOS, LLC** (hereinafter referred to as "**Developer**").

WITNESSETH:

WHEREAS, on or about February 5, 2007, the parties entered into an Amended Public Improvements Development Agreement for the Town of Johnstown (Corbett Glen, Filing No. 3) ("**Amended Development Agreement**"); and

WHEREAS, the parties entered into a Second Amendment to Public Improvements Development Agreement for the Town of Johnstown (Corbett Glen, Filing No. 3) (the "**Second Amendment**") on October 27, 2008, by which they amended paragraph 20 of Exhibit B-3 of the Amended Development Agreement (incorrectly identified in the Second Amendment as Paragraph 18 of Exhibit B-3); and

WHEREAS, the parties wish to further amend the Amended Development Agreement.

NOW, THEREFORE, the parties above-named hereby agree to amend the Amended Development Agreement as follows:

1. Paragraph 20 of Exhibit B-3 of the Amended Development Agreement (both as originally written and as amended by the Second Amendment), is hereby deleted in its entirety and the following paragraphs shall be added to Exhibit B-3:

21. Developer shall complete all items described on Exhibit 2 that are applicable to Filing No. 3 prior to applying for Initial Acceptance of the improvements.

22. The Development will connect to existing water lines. Stormwater will be collected to the northeast, detained and metered to existing drainageways. Any building permit issued for any lot in the Development which connects to the lift station required in Filing No. 4 will be assessed an impact fee (estimated to be \$3,000.00 per lot) based on a licensed professional engineer's (such engineer to be reasonably acceptable to the Town) certification of as-built costs (such costs to be reasonably acceptable to the Town), and such funds shall be used by the Town to partially reimburse Developer for the cost of

relocating and upgrading said lift station. The amount of the aforesaid impact fee has been determined based upon Jehn Engineering's certified preliminary estimate of the cost of relocating and upgrading the lift station, as approved by the Town Engineer, but such fee may be periodically adjusted in order to reflect the actual costs incurred. The Town shall charge an administrative fee of five percent (5%) for this service. There shall be no liability to the Town for failure to collect such fee. Promptly upon receipt, such impact fees shall be remitted by the Town, on Developer's behalf, to RCF Investors, Inc., Developer's construction and development lender, for application to Developer's indebtedness to said lender.

23. Construct "Tot Lot" park improvements on Outlot C subject to Town-approved design,

24. Private improvements, including tot lot, trail and fence in Outlot D and upper detention pond(to be maintained by Developer or an HOA) shall be completed prior to issuance of twentieth building permit of lots shown on Exhibit 1.

25. In addition to any impact fee assessed under Paragraph 22 above, any building permit issued for any lot in the Development identified on attached Exhibit 1, will be assessed an impact fee (estimated to be \$1,000.00 per lot) based on a licensed engineer's (such engineer to be reasonably acceptable to the Town) certification of as-built costs (such costs to be reasonably acceptable to the Town), and such funds shall be used by the Town to partially reimburse Developer for the cost of the Off-Site Improvements made under Paragraph 1.(c) of the Third Amendment to Public Improvements Development Agreement for Town of Johnstown (Corbett Glen, Filing No. 4) of even date herewith. Developer must first provide to the Town, from a licensed professional engineer, a certified cost document of the off-site improvements and reimbursement shall not exceed such certified cost. Reimbursement shall not exceed such off-site improvements cost. The Town shall charge a five percent (5%) administrative fee for this service. The Town shall have no liability for failure to collect such fee. Promptly upon receipt, such impact fees shall be remitted by the Town, on Developer's behalf, to RCF Investors, Inc., Developer's construction and development lender, for application to Developer's indebtedness to said lender.

26. With respect to any impact fee assessed under Paragraphs 22 and 25 above, the Town shall charge an administrative fee of five percent (5%). There shall be no liability of the Town for failure to collect such impact fees. Promptly upon receipt, such impact fees shall be remitted by the Town, on Developer's behalf, to RCF Investors, Inc., Developer's construction and development lender, for application to Developer's indebtedness to said lender.

2. Except as otherwise expressly stated herein, the Amended Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms hereof, the parties have set their hands below on this 4 day of Feb, 2014.

OWNER:

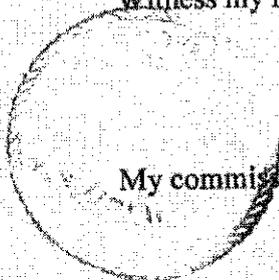
TWIN SILOS, LLC

By: [Signature]
Graham DeWitt, Manager

STATE OF COLORADO)
COUNTY OF Jefferson) ss.

The foregoing instrument was acknowledged before me this 4 day of February 2014, by Graham DeWitt, as Manager of Twin Silos, LLC, a Colorado limited liability company.

Witness my hand and official seal.



[Signature]
Notary Public

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: [Signature]
Diana Seele, Town Clerk

By: [Signature]
Mark Romanowski, Mayor

EXHIBIT 1
(Lots Owned by Developer)

Block 3, Lots 3, 7, 8, 9, 10, 11, and 12;
Block 4, Lots 1 – 11, 13, 16, and 17 – 21;
Block 6, Lots 1 – 7; and
Block 7, Lot 2

Corbett Glen, Filing No. 3
Town of Johnstown
County of Weld
State of Colorado

EXHIBIT 2

Corbett Glen Subdivision, Filings 3 and 4

Overall Correction and Completion Items (Updated 08-06-13)

(Note: The items are not prioritized)

- Water/sewer tap commitments to be met per WSAs
- Construct sewer lift station and force main, or acceptable gravity sewer in alternate route
- Make all street, curb, gutter, sidewalk repairs and request inspection for initial acceptance
- Complete installation of street signs and posts
- Water test curb/gutter
- Inspect all stormwater piping, including from LDS Church for proper flow
- Complete all water, sanitary sewer, underdrains and storm sewer
- Camera all sanitary sewer lines as required by Town for initial acceptance
- Complete detention ponds, including landscaping
- Construct WCR 13 frontage improvements, including Sauer Farms irrigation lateral piping, storm sewer, underground electrical, decorative perimeter fence, irrigated landscaping, 10' meandering sidewalk, and ADA ramps
- Complete Ballentine Blvd. extension to WCR 13, water main valve, paving, curb, gutter, sidewalks, signage
- Pay use tax on any new materials
- Construct Filing No. 3 private tot lot after Town approval of plans
- Filing No. 4 outlots – correct the record of ownership
- Furnish deed to Town for cemetery land
- Construct all privately-maintained perimeter and open space boundary fencing
- Construct all common area irrigated landscaping
- Extend security fence around water plant to cemetery boundary
- Extend sidewalk along ditch from Filing 1 east and then to Ballentine
- HOA (sub-HOA?) Articles of Incorporation, CCR's filed of record. Coordinate with Master Association
- Complete Xcel power and gas, street lights (match existing fixture/pole design)
- Furnish and install USPS cluster boxes
- Install school bus shelter(s) per school district
- Status of mineral rights, existing well?
- Comply with Approved Development Agreements and Amendments, WSAs
- Pay Town an administrative fee if per-permit sewer money collected
- Obtain Initial Acceptance of public improvements, furnish two-year warranty study
- Furnish Town copies of as-constructed drawings

**AMENDED
PUBLIC
DEVELOPMENT
AGREEMENT
(Filing No. 4)**

**THIRD AMENDMENT TO
PUBLIC IMPROVEMENTS DEVELOPMENT AGREEMENT
FOR TOWN OF JOHNSTOWN
(CORBETT GLEN, FILING NO. 4)**

THIS THIRD AMENDMENT is made and entered into between the **TOWN OF JOHNSTOWN, COLORADO**, a municipal corporation (hereinafter referred to as the "Town") and **TWIN SILOS, LLC** (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, on or about July 3, 2006, the parties entered into a Public Improvements Development Agreement for the Town of Johnstown, Corbett Glen, Filing No. 3; and

WHEREAS, on or about August 19, 2005, the parties entered into a Public Improvements Development Agreement for the Town of Johnstown, Filing No. 4; and

WHEREAS, the Development Agreement required the Developer, among other things, to reimburse the Town for the cost of (i) outside professional consultants such as engineers, testing companies, and attorneys necessitated by processing and completion of the subject developments ("Professional Fees"), and (ii) maintenance, repairs and/or replacements of certain public improvements ("Maintenance Expenses"); and

WHEREAS, the Town calculated that the Developer owed the Town approximately \$140,474.00 in Professional Fees and Maintenance Expenses consisting of legal fees, costs, and accrued interest incurred by the Town in connection with that certain eminent domain proceeding captioned Town of Johnstown, Colorado v. Ivar W. Larson, et al. (Weld County District Court, Case No. 2008CV305), and various related proceedings (collectively, the "Larson Litigation, as well as weed mowing, street repair, lift station pumping and other maintenance expenses incurred by the Town in connection with Corbett Glen, Filing 3, and Corbett Glen, Filing 4 (separately, collectively, or in any combination, "Filings 3 and 4"); and

WHEREAS, the Developer disputed the Town's claims for Professional Fees and Maintenance Expenses, past, present, or future; and

WHEREAS, the parties determined that it is in their mutual best interest to make a full and final compromise and settlement of the Dispute and any and all claims or other causes of action which the Town had against the Developer; and

WHEREAS, the parties entered into a Settlement Agreement ("Agreement") dated the 1st day of April, 2013, and settled the monetary issues by the Developer paying to the Town the sum of \$101,139.09; and

WHEREAS, on or about February 5, 2007, the parties entered into an Amended Public Improvements Development Agreement for the Town of Johnstown (Corbett Glen, Filing No. 4) ("Amended Development Agreement"); and

WHEREAS, on or about October 27, 2008, the parties entered into a Second Amendment to Public Improvements Development Agreement for the Town of Johnstown (Corbett Glen, Filing No. 4) (the "Second Amendment") by which they amended paragraph 18 of Exhibit B-3 of the Amended Development Agreement; and

WHEREAS, the parties wish to further amend the Amended Development Agreement.
NOW, THEREFORE, the parties above-named hereby agree to amend the Amended Development Agreement as follows:

1. Paragraph 18 of Exhibit B-3, as described in the Second Amendment, shall be deleted in its entirety and the following amendments shall be made to Exhibit B-3:

(a) A new paragraph 18 shall be added to read as follows:

18. Developer shall complete all repairs described on Exhibit 4 that are applicable to Filing No. 4 no later than the application for "Initial Acceptance" of public improvements for Phase II.

(b) Paragraph 7 of Exhibit B-3 of the Amended Public Improvements Development Agreement is hereby amended in its entirety to read as follows:

7. The Development will connect to existing water lines. Stormwater will be collected to the northeast, detained and metered to existing drainageways. The existing lift station to the west of Corbett Glen, Filing No. 4, near Carlson Boulevard will be relocated and upgraded to meet appropriate demands of the system at Developer's expense to a site in the Development along County Road 13 in accordance with the approved engineering plans issued by Joseph A. Jehn, P.E. of Jehn Engineering or other licensed professional engineer reasonably acceptable to the Town. Any building permit issued for any lot in the Development, or any neighboring development which connects to the lift station, will be assessed an impact fee (estimated to be \$3,000.00 per lot) based on a

licensed engineer's (such engineer to be reasonably acceptable to the Town) certification of as-built costs (such costs to be reasonably acceptable to the Town) and such funds shall be used by the Town to partially reimburse Developer for the cost of relocating and upgrading the lift station. Developer must first provide to the Town, from the Town-accepted licensed professional engineer, the certified cost of the lift station, and reimbursement shall not exceed such certified cost. The Town shall charge an administrative fee of five percent (5%) for this service. There shall be no liability to the Town for failure to collect such fee. Promptly upon receipt, such impact fees shall be remitted by the Town, on Developer's behalf, to RCF Investors, Inc., Developer's construction and development lender, for application to Developer's indebtedness to said lender. The amount of the aforesaid impact fee has been determined based upon Jehn Engineering's certified preliminary estimate of the cost of relocating the lift station, as approved by the Town Engineer, but may be periodically adjusted in order to reflect the actual costs incurred.

(c) A new paragraph 19 shall be added to read as follows:

19. Contemporaneously with the completion of the Repairs in Phase II, as described in the phasing plan on attached Exhibit 1, Developer shall complete the Off-Site Improvements listed on attached Exhibit 2.

(d) A new paragraph 20 shall be added to read as follows:

20. Any building permit issued for any lot in the Development identified on attached Exhibit 3 will be assessed an impact fee, (estimated to be \$1,000.00 per lot) based on a licensed engineer's (such engineer to be reasonably acceptable to the Town) certification of as-built costs (such costs to be reasonably acceptable to the Town), and such funds shall be used by the Town to partially reimburse Developer for the cost of the Off-Site Improvements. Developer shall provide an appropriate certified document showing costs as-built of such off-site improvements. Reimbursement shall not exceed such off-site improvements cost. The Town shall charge a five percent (5%) administrative fee for this service. The Town shall have no liability for failure to collect such fee. Promptly upon receipt, such impact fees shall be remitted by the Town, on Developer's behalf, to RCF Investors, Inc., Developer's construction and development lender, for application to Developer's indebtedness to said lender.

(e) A new paragraph 21 shall be added to read as follows:

21. Private improvements (to be maintained by the Developer or an HOA) described on Exhibit 1 shall be completed prior to issuance of the twentieth building permit in each phase.

2. Except as otherwise expressly stated herein, the Amended Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms hereof, the parties have set their hands below on this 4 day of Feb, 2014.

OWNER:

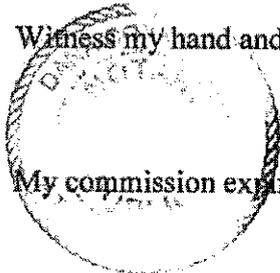
TWIN SILOS, LLC

By: [Signature]
Graham DeWitt, Manager

STATE OF COLORADO)
COUNTY OF [Signature]) ss.

The foregoing instrument was acknowledged before me this 4th day of February 2014 by Graham DeWitt, as Manager of Twin Silos, LLC, a Colorado limited liability company.

Witness my hand and official seal.



[Signature]
Notary Public

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

EXHIBIT 1
(Phasing Plan)

Phase I (43 lots)

Block 1, Lots 1 – 6;
Block 2, Lots 12 – 27;
Block 3, Lots 1 – 14; and
Block 5, Lots 14 – 22

Corbett Glen, Filing No. 4
Town of Johnstown
County of Weld
State of Colorado

PRIVATE IMPROVEMENTS

Landscape Outlot A
Landscape Outlot D

PUBLIC IMPROVEMENTS

Repair Streets: Argyll Lane, Brunner Blvd., Ballentine Blvd.
Complete Ballentine Blvd. to County Road 13, including utility improvements
Relocate and upgrade Lift Station
Complete County Road 13

Phase II (47 lots)

Block 2, Lots 1 – 11;
Block 4, Lots 1 – 23; and
Block 5, Lots 1 – 13

Corbett Glen, Filing No. 4
Town of Johnstown
County of Weld
State of Colorado

PRIVATE IMPROVEMENTS

Landscape Buffer Area, County Road 13
Landscape Outlot C

PUBLIC IMPROVEMENTS

Repair Streets: McGregor Lane, Dunbar Way
Landscape detention area, drainage and utility easements

EXHIBIT 2
(Off-Site Improvements)

Complete County Road 13 (as part of Phase II per Exhibit 1)
Landscape Buffer Area County Road 13 (as part of Phase II per Exhibit 1)

EXHIBIT 3
(Lots Currently Owned by Developer)

Block 1, Lots 2 – 5;
Block 2, Lots 1 – 14 and 16 – 20;
Block 3, Lots 1 – 14;
Block 4, Lots 1 – 23; and
Block 5, Lots 1 – 22

Corbett Glen, Filing No. 4
Town of Johnstown
County of Weld
State of Colorado

EXHIBIT 4

Corbett Glen Subdivision, Filings 3 and 4

Overall Correction and Completion Items (Updated 08-06-13)

(Note: The items are not prioritized)

- Water/sewer tap commitments to be met per WSAs
- Construct sewer lift station and force main, or acceptable gravity sewer in alternate route
- Make all street, curb, gutter, sidewalk repairs and request inspection for initial acceptance
- Complete installation of street signs and posts
- Water test curb/gutter
- Inspect all stormwater piping, including from LDS Church for proper flow
- Complete all water, sanitary sewer, underdrains and storm sewer
- Camera all sanitary sewer lines as required by Town for initial acceptance
- Complete detention ponds, including landscaping
- Construct WCR 13 frontage improvements, including Sauer Farms irrigation lateral piping, storm sewer, underground electrical, decorative perimeter fence, irrigated landscaping, 10' meandering sidewalk, and ADA ramps
- Complete Ballentine Blvd. extension to WCR 13, water main valve, paving, curb, gutter, sidewalks, signage
- Pay use tax on any new materials
- Construct Filing No. 3 private tot lot after Town approval of plans
- Filing No. 4 outlots – correct the record of ownership
- Furnish deed to Town for cemetery land
- Construct all privately-maintained perimeter and open space boundary fencing
- Construct all common area irrigated landscaping
- Extend security fence around water plant to cemetery boundary
- Extend sidewalk along ditch from Filing 1 east and then to Ballentine
- HOA (sub-HOA?) Articles of Incorporation, CCR's filed of record. Coordinate with Master Association
- Complete Xcel power and gas, street lights (match existing fixture/pole design)
- Furnish and install USPS cluster boxes
- Install school bus shelter(s) per school district
- Status of mineral rights, existing well?
- Comply with Approved Development Agreements and Amendments, WSAs
- Pay Town an administrative fee if per-permit sewer money collected
- Obtain Initial Acceptance of public improvements, furnish two-year warranty study
- Furnish Town copies of as-constructed drawings

AGENDA ITEM 9D

**SERVICE
AND
LICENSE
AGREEMENT
(Website Update)
(CivicPlus)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 19, 2014

ITEM NUMBER: 9D

SUBJECT: Consider Approval of Service and License Agreement for Website Update - CivicPlus

ACTION PROPOSED: Approve Agreement

PRESENTED BY: Town Planner

AGENDA ITEM DESCRIPTION: In 2006, the Town contracted with CivicPlus, a nationally recognized government website developer to update the Town's website appearance and accessibility, including improved graphics, navigation and the addition of economic development information. CivicPlus has since maintained the website framework and worked with Town staff on training and website support. The website graphics, and information organization and access needs to be updated. The updated site will also resume the Town Council meeting videos archive.

The fee for the update services is \$8,253.00. CivicPlus will also charge a yearly maintenance, support and hosting fee of \$2,152.20.

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

FINANCIAL ADVICE: According to the Town Treasurer, sufficient funds have been budgeted for the update and annual maintenance, support and hosting fee.

RECOMMENDED ACTION: Approve service and license agreement.

SUGGESTED MOTIONS:

For Approval: I move to approve the service and license agreement with CivicPlus in an amount not to exceed \$8,253 for the design update and \$2,152.20 for the annual maintenance, support and hosting fee, and authorize the Mayor to sign the agreement.

For Denial: I move to deny approval of the service and license agreement with CivicPlus.

Reviewed:


Town Manager

AGREEMENT



CivicPlus Redesign Contract

Organization	Town of Johnstown, CO	URL	www.townofjohnstown.com		
Street Address	450 S. Parish Ave.				
Address 2					
City	Johnstown	State	CO	Postal Code	80534
CivicPlus provides telephone support for all trained clients from 7am -7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.					
Emergency Contact & Mobile Phone	Diana Seele - Town Clerk, 970-587-4664				
Emergency Contact & Mobile Phone	John Franklin - Town Planner - 970-587-4664				
Emergency Contact & Mobile Phone					
Billing Contact	John Franklin	E-Mail	jfranklin@townofjohnstown.com		
Phone	970-587-4664	Ext.	N/A	Fax	(970) 587-0141
Billing Address	450 S. Parish Ave				
Address 2					
City	Johnstown	ST	CO	Postal Code	80534
Tax ID #	98-03492	Sales Tax Exempt #			
Billing Terms	Annual	Account Rep	Reece Hammitt		
Info Required on Invoice (PO or Job #)					
Contract Contact	John Franklin	Email	jfranklin@townofjohnstown.com		
Phone	(970) 587-4664	Ext.	N/A	Fax	(970) 587-0141
Project Contact	John Franklin	Email	jfranklin@townofjohnstown.com		
Phone	(970) 587-4664	Ext.	N/A	Fax	(970) 587-0141

Terms & Conditions

Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus ("CivicPlus") will create a basic redesign of the Johnstown, CO ("Client") website that includes all functionality as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.

Additional Services

2. Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, and Training services (Project Development Services) that exceed those defined in Exhibit A. CivicPlus will invoice Client for the additional services immediately prior to project Go-Live.
3. Client may contract with CivicPlus for additional Annual Support, Maintenance & Hosting services that exceed those defined in Exhibit A. CivicPlus will invoice Client for annual services immediately prior to project Go-Live.



Service & License Agreement for Johnstown, CO

4. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the Client is necessary before billable time is incurred.
5. Modules that incur additional usage fees may be purchased and activated at any time.

Billing & Payment Terms

6. One-third of the total Project Development fee will be billed upon completion of design; one-third of the total Project Development fee will be billed upon completion of content. The remainder of the Project Development fee and any additional Project Development services will be invoiced after training has been completed.
7. The Client shall sign a project completion and acceptance form prior to project go-live. The date may be extended if material system or operational failures are encountered. All Parties agree that the website will not go-live until the project is accepted in writing by the Client.
8. Project Development invoices are due by the first of the following month, but no sooner than 30 days from invoice date.
9. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year.
10. Fees for CivicPlus Annual Support, Maintenance & Hosting services are invoiced prior to the year of service. They are due by the first of the following month, but no sooner than 30 days from invoice date.
11. Project development will be discontinued if payment is not made within 30 days after the invoice due date.
12. After project go-live, if the Client's account exceeds 60 days past due, Support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment.
13. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
14. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
15. Provided the Client's account is current, at any time the Client may request an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content"). Client agrees to pay \$250 per completed request. Provided the Client's account is current, upon termination of services Client may request a complimentary electronic copy of website Customer Content and CivicPlus Government Content Management System ("GCMS®") software.

Changes to Existing Service

16. Effective with this renewal, the following services will be added:

Services to be ADDED	One-Time Fee	Monthly Fee
Redesign of current website	\$8,253	N/A
Additional Modules (Exhibit A)	Waived	Waived

Agreement Renewal

17. Either party may terminate the Annual Support, Maintenance & Hosting Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date.
18. In the event that neither party gives 60 days notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term.
19. In the event of early termination of this Agreement by the Client, full payment of the services rendered is due within 15 days of termination.
20. Each year this Agreement is in effect, a technology investment and benefit fee of 5 percent (%) of the total Annual Support, Maintenance & Hosting costs will be applied.

Support

21. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.



Service & License Agreement for Johnstown, CO

22. Support includes providing technical support of the GCMS® software, application support (pages and modules), and technical maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
23. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the GCMS® software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.
24. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

Marketing

25. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement.
26. Client permits CivicPlus to include an example of the Client's home page and a link to the Client's website on the CivicPlus corporate website.
27. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
28. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a case study related to their website.
29. Client agrees to allow CivicPlus to display a "Powered by CivicPlus" insignia and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this Agreement assumes such ongoing permission.

Intellectual Property, Ownership & Content Responsibility

30. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content, as well as the GCMS® software.
31. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
32. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software.
33. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

34. This section shall not apply to the extent that any loss or damage is caused by the negligence or willful misconduct on the part of CivicPlus. If Client and CivicPlus are both negligent, damages shall be apportioned in accordance with the percentage of negligence of each party. This paragraph is not intended to benefit entities not a party to this contract.

Liabilities

35. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
36. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Force Majeure



Service & License Agreement for Johnstown, CO

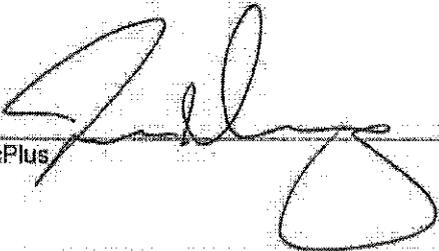
37. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Town of Johnstown, CO

Date


CivicPlus

Jan. 21, 2014
Date

<p>Sign and E-mail or Fax this Copy Attn: Contract Manager Email: SalesCoordinators@CivicPlus.com Fax: 785-587-8951</p>	<p>And – Mail Two (2) Signed Originals CivicPlus Contract Manager 317 Houston St., Suite E Manhattan, KS 66502</p>
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We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

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Exhibit A - CivicPlus Project Deliverables

CivicPlus Project Development Services & Scope of Services for CP Basic Redesign		
Design & Project Overview	Annual Fee Increase:	One Time Fee:
<ul style="list-style-type: none"> • Redevelop banner • Up to 3 graphic buttons to promote special services • Redevelop navigation method (may choose top drop-down or other options) • Select color scheme to match new graphics • Design setup – wireframe • Print this page option • Email this page option • Breadcrumbs • Sitemap • Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.) • Project Management • Testing • Review • Content Migration – Includes retouching of all existing published pages to ensure proper formatting, menu structure, and application of new site styles. Note: Content will <u>not</u> be rewritten, reformatted or pages broken up (shortened or re-sectioned) • 4 hours of phone training - Aurora 	N/A	\$8,253
Add-On Options		
Inclusion of all standard modules (see module listing)	<i>Optional</i>	
Content Development – Develop all Content Pages	<i>Optional</i>	
Portal Page	<i>Optional</i>	
Portal page with Flash	<i>Optional</i>	
Additional Banners	<i>Optional</i>	
12 hours interactive webinar training (up to 6 employees) Quote includes free use of up to 6 webcams and headsets	<i>Optional</i>	
Annual Increase	N/A	
Total One-Time Fee		\$8,253
Total Due (depends on payment terms)		\$8,253



Project Development Includes the Following:	
Modules	Functionality
<ul style="list-style-type: none"> • Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Blog • Business/Resource Directory • Calendar • Carbon Calculator • Citizen Request Tracker™ (5 users) • Community Voice™ • Document Center • ePayment Center • Facilities & Reservations • Frequently Asked Questions • Forms Center • Healthy City • Intranet • Job Postings • License & Permits • Media Center with Live Streaming Video • My Dashboard • News Flash • Notify Me® Email & SMS Text Subscription • Online Job Application with 1 Generic Application • Opinion Poll • Photo Gallery • Postcard • Quick Links • Real Estate Locator • Spotlight • Staff Directory 	<ul style="list-style-type: none"> • Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Content Library • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Generic Mobile App (iOS & Android) • Graphic Link Administration • Links Redirect and Broken Links Finder • Menu Management • Mouse-over Menu Structure • MuniMobile™ • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics (Only with CivicPlus Hosting) • Page Wizard w/Multiple Layouts • Printer Friendly/Email Page • Rotating Content • RSS • Search Engine Registration • Site Layout Options • Site Search & Entry Log • Slideshow • Social Media Integration (Facebook & Twitter) • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log

Annual Support, Maintenance & Hosting Service Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware



Exhibit B - Annual Support, Maintenance and Hosting Services

Current Annual Support, Maintenance and Hosting Fee		
Server Storage not to exceed 10 GB		\$2,152.20
Media Center Storage not to exceed 10 GB		
New Annual Fee		
(Effective upon Contract Signing)		\$2,152.20
Annual Support, Maintenance & Hosting Service Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (OSt) Mon-Fri (excluding holidays)	Install Service Patches for OS	Shared Web/SQL Server
24/7 Emergency Support	Upgrades	DNS Consulting & Maintenance
Dedicated Support Personnel	Fixes	Monitor Bandwidth-Router Traffic
2-hour Response during Normal Hours	Improvements	Redundant ISP
Usability Improvements	Integration	Redundant Cooling
Integration New & Upgraded Services	Testing	Natural Gas Powered Generator
Proactive Support for Updates & Fixes	Development	Daily Tape Backup
Online Training Manuals	Usage License	Intrusion Detection & Prevention
Monthly Newsletters		Antivirus Protection
Phone Consulting		Upgrade Hardware
CivicPlus Connection		
CivicPlus University		

